



City Council Agenda

Monday, January 29, 2024

6:00 PM

City Council Chambers

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

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order: Etten, Schroeder, Groff, Strahan, and Roe
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
- 6:10 p.m. **5. Recognitions and Donations**
a. Black History Month Proclamation
b. Optimist Day Proclamation
- 6:20 p.m. **6. Items Removed from Consent Agenda**
- 7. Business Items**
- 6:25 p.m. a. Presentation by Metropolitan Council Member Peter Lindstrom
- 6:40 p.m. b. Consider Lake Owasso Safe Boating Association's request for permit renewal of the water-ski slalom course on Lake Owasso
- 6:45 p.m. c. Hold a Public Hearing to Consider Approving an On Sale Liquor License for Khues Kitchen LLC, dba Khue's located at 1490 County Road B West
- 6:50 p.m. d. Consider a Resolution regarding Troy Automotive LLC's request for a Zoning Code text amendment to Table 1005-1, Table of Allowed Uses, to support "motor vehicle repair, auto body shop" as a Conditional Use in the Neighborhood Mixed-Use District.
- 7:05 p.m. e. Consider Presumptive Penalty Approval - 2023 Tobacco Compliance Check (Cub Foods)
- 7:15 p.m. f. Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Keys Cafe)
- 7:25 p.m. g. Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Portillo's)
- 7:35 p.m. h. Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Axel's at DoubleTree)
- 7:45 p.m. i. Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Lisu's Thai Taste)
- 7:55 p.m. j. Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Courtyard by Marriott)
- 8:05 p.m. k. Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Shake Shack)
- 8:15 p.m. l. Consider approving Joint Powers Agreement and authorize entering into a partnership with the State of Minnesota BCA Violent Crime Reduction Unit
- 8. Council Direction on Councilmember Initiated Agenda Items**

- 8:30 p.m. **9. Approval of City Council Minutes**
a. Approve Minutes from the January 8, 2024 City Council Meeting
- 8:35 p.m. **10. Approve Consent Agenda**
a. Approval of Payments
b. Approval of 2 Temporary Gambling Permits and 1 Massage Therapy Establishment License
c. Approval General Purchases Exceeding \$10,000 or Sale of Surplus Items
d. Approve Renewal of Consumption and Display Permit for Blume Brauhaus LLC dba Bent Brewstillery and Nazareth Council Inc. dba Knights of Columbus #4021
e. Approve a Premises Permit for Roseville Youth Hockey Association to Conduct Lawful Gambling Activities at Buffalo Wild Wings located at 1777 County Road B2 West #215A
f. Approve submission of the city's pay equity report
g. Approve Memorandums of Understanding with LELS unions representing Police Lieutenants and Sergeants regarding Earned Sick and Safe Time
h. Authorize application for the Minnesota Office of Justice 2024-2025 firearms storage grant
i. Consider approving animal services contract with the Animal Humane Society
j. Consider approving contract with Flock and Rosedale Center
k. Accept 2023 Ramsey County Emergency Management & Homeland Security Grant
l. Accept Public Improvements Related to the Rose Place Townhomes Public Improvement Contract
m. City Support for the Rice Creek Watershed District State bonding request for the Jones Lake Project
n. Approve the renewal Short-Term Rental License for 770 Heinel Drive
o. Approve the renewal of a Short-Term Rental License for 1901 Ryan Avenue
- 8:40 p.m. **11. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager**
a. Future Agenda Review
- 8:50 p.m. **12. Adjourn to Closed Session (Per MN Statutes 13D.05, Sub. 3b - Attorney Client Privilege)**
a. Westwood Village Housing Improvement Area Discussion
- 13. Reconvene Open Session**
- 14. Adjourn**



Black History Month February 2024

Whereas: The City of Roseville is committed to recognizing and honoring the contributions of all members of our communities; and

Whereas: Negro History Week was established in 1926 by Dr. Carter Godwin Woodson as a way to neutralize the deliberate distortion of Black History; and

Whereas: This movement grew over the years to Black History Month to give an objective and scholarly balance in American and World History; and

Whereas: The Month of February was selected as Black History Month because it marks the birth of Frederick Douglass, W.E.B. DuBois, Langston Hughes, and Abraham Lincoln, leaders whose actions greatly impacted the lives of Black Americans; and

Whereas: The contributions African Americans made and continue to make in building our nation's infrastructure and economic strength, as well as to our history, music, arts, national defense from the Revolutionary War to present-Day military operations, written words and discoveries, and inventions often overlooked; and

Whereas: On January 1, 1863, the Emancipation Proclamation set the United States on the path of ending slavery. On August 28, 1963, hundreds of thousands of Americans of all backgrounds joined the March on Washington which was led by Martin Luther King, Jr., Southern Christian Leadership Conference (SCLC), James Framer; Congress of Racial Equality (CORE), John Lewis; Student Nonviolent Coordinating Committee (SNCC), A. Phillip Randolph; Brotherhood of Sleeping Car Porters, Roy Wilkins; National Association for the Advancement of Colored People (NAACP), and Whitney Young, Jr. (National Urban League) in pursuit of jobs, justice and freedom to the Memorial of Abraham Lincoln, the author of the Emancipation Proclamation, in pursuit of freedom and equality for all; and

Whereas: Despite all the progress, the legacy of slavery and segregation still persists in our nation in the forms of Mass Incarceration, the school to prison pipeline, racial profiling, educational inequalities, housing and employment discrimination, racism and bias; and

Whereas: In 2024, Black History Month honors the theme of "African Americans and the Arts"; and

Whereas: The City of Roseville invites all members of the Roseville Community to renew their commitment to inclusion, racial equality, justice, creating a community where all belong, and to participate in activities designed to advance the cause of freedom and equality for all.

Now, Therefore Be It Resolved that the City Council hereby declare February 2024 to be Black History Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A.

In Witness whereof, I have hereunto set my hand and caused the Seal of the City of Roseville be affixed this 29th day of January, 2024.

Mayor Daniel J. Roe



Optimist Day

Whereas: The Roseville Optimist Club was chartered in January 2017 and has a seven year track record; and

Whereas: The Roseville Optimist Club's Mission is to bring out the best in our Youth, Community, and Ourselves by providing hope and positive vision; and

Whereas: The Roseville Optimist Club has grown to be a highly successful community organization numbering over 100 members and provides a number of programs and projects to fulfill its mission; and

Whereas: The Roseville Optimist Club has initiated two important long term programs: The Character Education and Development Initiative and The Civic Education and Engagement Program; and

Whereas: The Roseville Optimist Club's Vision is to continue to grow in size, service, and stature; and

Whereas: The first Thursday of February is recognized and celebrated as Optimist Day in the Optimist International Organization of over 2000 Optimist local clubs;.

NOW THEREFORE BE IT RESOLVED that the Roseville City Council recognizes February 1, 2024 as Optimist Day in the City of Roseville

In Witness whereof, I have hereunto set my hand and caused the Seal of the City of Roseville be affixed this 29th day of January, 2024.

Mayor Daniel J. Roe

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.b.

Department Approval



City Manager Approval



Item Description: Consider Lake Owasso Safe Boating Association's request for permit renewal of the water-ski slalom course on Lake Owasso

1
2 **Background**

3 In 1997, the Lake Owasso Task Force presented a series of recommendations to the Roseville City
4 Council. In the resolution taking action on the recommendations, the Council agreed it would be the
5 policy of the City of Roseville to provide for public comment at Council meetings regarding requests for
6 permits on lakes.

7
8 The Lake Owasso Safe Boating Association has had a slalom course on Lake Owasso for 56 years. The
9 association is requesting approval to have the course in place for the 2024 season. It will be in the
10 same location as past years. The association provided a copy of their certificate of insurance.

11
12 **Policy Objectives**

13 The Lake Owasso Safe Boating Association requests approval for placement of a water ski slalom
14 course for the 2024 season.

15
16
17 **Racial Equity Impact Summary**

18 Upon review, staff has not identified any racial equity impacts with this request for council action.

19
20 **Budget Implications**

21 There are no financial impacts to the City.

22
23 **Staff Recommendations**

24 Staff recommends allowing for public comment and approving Lake Owasso Safe Boating Association's
25 request to apply for a permit from the Ramsey County Sheriff for a water ski course on Lake Owasso.

26
27 **Requested Council Action**

28 Motion approving Lake Owasso Safe Boating Association's request to apply for a permit from the
29 Ramsey County Sheriff for a water ski course on Lake Owasso for the 2024 season.

30
31 **Prepared by:** Joe Adams, Deputy Police Chief

Attachments: 1. Request from Lake Owasso Safe Boating Association
2. Certificates of insurance

December 19, 2023

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

Dear Chief Scheider:

The Lake Owasso Safe Boating Association (LOSBA) is respectfully requesting approval for permit renewal of the water-ski slalom course on Lake Owasso. The location remains identical as in the past fifty-six years. Enclosed is a copy of our 2024 renewed insurance certificate including details on additional insured.

Contacts:

Steve Youngquist
391 South Owasso Blvd.
Roseville, MN 55113
612-419-9454

Tony Starr
3048 West Owasso Blvd
Roseville, MN 55113
651-503-3273

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

Thank you



Joe Bester
460 West Horseshoe Drive
Shoreview, MN 55126
651-260-3408
jebester@msn.com

CERTIFICATE OF INSURANCE				PRINT DATE: 12/19/2023	
				CERTIFICATE NUMBER: 202312191018337	
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NAMED INSURED:				INSURERS AFFORDING COVERAGE:	
USA Water Ski & Wake Sports, Inc. Lake Owasso Safe Boating Association 2701 Lake Myrtle Park Rd. Auburndale FL 33823				INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379	
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	1-TRE-IN-17-01338561-01	1/1/2024 12:01 AM	1/1/2025 12:01 AM	GENERAL AGGREGATE (Per Event) \$4,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	1-TRE-IN-17-01338562-01	1/1/2024 12:01 AM	1/1/2025 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured as per the following endorsement: Additional Insured (Form RSCG 03 03).					
Coverage only applies with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA Water Ski & Wake Sports, Inc.					
CERTIFICATE HOLDER:				NOTICE OF CANCELLATION:	
Ramsey County 1425 Paul Kirkwood Drive Arden Hills MN 55112				Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.	
				AUTHORIZED REPRESENTATIVE:	
					

CERTIFICATE OF INSURANCE

PRINT DATE: 12/19/2023

CERTIFICATE NUMBER: 202312191018336

AGENCY:

Edgewood Partners Insurance Center
5908 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Water Ski & Wake Sports, Inc. Lake Owasso Safe Boating Association
2701 Lake Myrtle Park Rd.
Auburndale FL 33823

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 28379

POLICY/COVERAGE INFORMATION:

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A	GENERAL LIABILITY				
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	☒ Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	☒ Occurrence	1-TRE-IN-17-01338562-01	1/1/2024 12:01 AM	1/1/2025 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured as per the following endorsement: Additional Insured (Form RSCG 03 03).

Coverage only applies with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA Water Ski & Wake Sports, Inc.

CERTIFICATE HOLDER:

City of Roseville
2860 Civic Center Drive
Roseville MN 55126

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.c.

Department Approval



City Manager Approval



Item Description: Hold a Public Hearing to Consider Approving an On Sale Liquor License for Khues Kitchen LLC, dba Khue's located at 1490 County Road B West

Background

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

- Khues Kitchen LLC, dba Khue's - On Sale Liquor License with Sunday Sales and Outside Endorsement

Policy Objectives

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

Racial Equity Impact Summary

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

Budget Implications

The correct fees were paid to the City at the time the application was submitted. The remaining balance will be due prior to the issuance of the license.

Staff Recommendations

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

Requested Council Action

Motion to approve the liquor license for Khues Kitchen LLC, dba Khue's

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: 1. Application



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

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

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Roseville License Period From: _____ To: 12/31/2024

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

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

Fee(s): On Sale License fee: \$ 7000 Sunday License fee: \$ 200 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

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

Business Trade Name Khue's Business Address 1490 County B Rd W City Roseville
 Zip Code 55113 County Ramsey Business Phone 612-723-0821

Licensee's MN Tax ID # 8805574
 (To Apply call 651-296-6181)

Licensee's Federal Tax ID # 880847156
 (To apply call IRS 800-829-4933)

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

KHUE T PHAM

Partner/Officer Name (First Middle Last)

ERIC X PHAM

(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.

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

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

Workers Compensation Insurance Company Name: _____ Policy # _____

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

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

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

CITY OF ROSEVILLE

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

ON-SALE INTOXICATING OUTSIDE PERMANENT ENDORSEMENT

Trade Name Khue's
Business Name Khue's Kitchen LLC
Business Address 1490 County Rd BW
Business Phone 612 723 0821
Contact person CUONG PHAM
Phone [REDACTED]
Location of Outside Sales Patio

The undersigned agrees to abide by all the laws of the State of Minnesota and the Ordinances of the City of Roseville.

Signature [Signature] Date 12/29/23

License fee is 25.00

Make checks payable to City of Roseville

* Contact Community Development. Requires land use approval

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.d.

Department Approval

Janice Gundlach

City Manager Approval

Samuel Trueman

Item Description: Consider a Resolution regarding Troy Automotive LLC's request for a Zoning Code text amendment to Table 1005-1, Table of Allowed Uses, to support "motor vehicle repair, auto body shop" as a Conditional Use in the Neighborhood Mixed-Use District.

Background

Troy Miller is the owner of Troy's Auto Care, an automotive repair business located at 2171 Hamline Avenue. This property, located at the northwest corner of Hamline and County Road B, was originally constructed in 1959 and has always been a motor fuel and automobile service station. Mr. Miller is interested in constructing additional service bays to keep pace with the growth of his business. However, the use of the property as motor vehicle repair is not permitted under the table of uses for properties with a zoning classification of Neighborhood Mixed-Use (MU-1). Because Mr. Miller's use was established before the current zoning classification (or even zoning classifications of the recent past), the existing use is considered legal nonconforming and cannot otherwise be expanded, unless in a conforming manner. Therefore, Mr. Miller is requesting a Zoning Code Text Amendment in support of permitting "motor vehicle repair, auto body shop" as a Conditional Use (CU) in the MU-1 District.

While not necessarily related to Mr. Miller's request to construct additional service bays, but related to the overall uses conducted on the property, it should be mentioned that "motor fuel sales (gas station)" is already a CU in the MU-1 district and Mr. Miller's business includes fuel sales. However, there is no approved CU on file for this property for fuel sales given this use was also established before the current zoning, and so it is also considered legal nonconforming. If this request is approved, Mr. Miller would be advised to apply for a CU for both "motor fuel sales (gas station)" and "motor vehicle repair, auto body shop", which if approved would bring the site into compliance with current code requirements.

Below is an extract from Table 1005-1, outlining the uses in question and where they are not permitted (NP), conditionally permitted (C), or permitted (P). The first column is for the MU-1 district of which Mr. Miller's property lies. Additionally, below the table are the specific conditional use standards and criteria of §1009.02.D that would apply if the use were revised from NP to C:

Table 1005-1	MU-1	MU-2A		MU-2B	MU-3	MU-4	Standards
Motor fuel sales (gas station)	C	NP		C	P	P	Y

Motor vehicle repair, auto body shop	NP	NP		C	C	P	Y
--------------------------------------	----	----	--	---	---	---	---

24. Motor Fuel Sales, Motor Vehicle Repair, Body Shop:

- a. Pump Islands and Canopies: The centerline of pump islands (or the outer edge of a pump island canopy, if present) shall be a minimum of 25 feet from a property line.
- b. Driveways: Driveways shall be located a minimum of 50 feet from the street right-of-way lines of the nearest intersection.
- c. Outdoor Display Sales Area: All outdoor display sales areas shall be limited to 250 square feet, shall not be located in pump area, and shall require an Outdoor Display Sales Permit and site plan to be approved by the Community Development Department.

Policy Objectives

The Zoning Code exists to divide the City into districts and establish regulations in regard to land and the buildings thereon.

Racial Equity Impact Summary

Racial equity impacts were not evaluated for this request.

Budget Implications

Not Applicable

Staff Recommendations

On January 3, 2024, the Roseville Planning Commission held the duly noticed public hearing on the request by Troy Miller for a Zoning Code Text Amendment in support of changing motor vehicle repair, auto body shop from a use not permitted in the MU-1 district to a conditional use in the MU-1 district. The Planning Commission asked staff to expand on why a rezoning of the property to MU-3 was a less desirable option compared to the zoning code text amendment. Staff indicated that rezoning the property to MU-3 would open the property up to numerous permitted uses that may not be appropriate for the property, given potential impacts to adjacent residential properties. Additionally, not all the uses permitted in the MU-3 district could be developed on the subject property due to the design and development standards that would apply given the smaller area of the property. Staff maintains the CU process is a more appropriate process, given this specific situation, as it affords the City an opportunity to review and analyze potential impacts and seek remedies. Staff also suggested rezoning the parcel could be deemed a "spot zone" as the higher intensity mixed-use district does not fit well with the other adjacent zoning districts and this zoning pattern would be inconsistent with other areas of the City. If the Zoning Code Text Amendment is approved, realistically, any site that is zoned MU-1 could request a CU for the "motor vehicle repair/auto body shop" use. However, any site where automotive repair is proposed, whether through a change in use, redevelopment, or new development, all standards of the Zoning Code would apply. Given most MU-1-zoned properties are smaller in land area, it would likely be difficult to comply with many applicable Code requirements.

After discussion and deliberation, the Planning Commission voted 6-0 to recommend to the City Council approval of the requested Zoning Code Text Amendment to Table 1005-1 as recommended by the Roseville Planning Division.

Requested Council Action

By Motion, adopt an Ordinance (Attachment 2) approving an amendment to Table 1005-1 (Mixed-Use

76 District Table of Uses) to change "motor vehicle repair, auto body shop" from not permitted (NP) to
77 conditional use (C).

78

79

Prepared by: Thomas Paschke, City Planner

Attachments:

1. Request for Planning Commission Action
2. Draft Planning Commission Minutes
3. Ordinance

80

REQUEST FOR COMMISSION ACTION

Date: **1/3/2024**Item No.: **6.a.**

Department Approval

Agenda Section

Janice Gundlach

Public Hearing

Item Description: Troy's Automotive LLC requests a Zoning Code text amendment to Table 1005-1, Table of Allowed Uses, to support "motor vehicle repair, auto body shop" as a Conditional Use in the Neighborhood Mixed-Use District

Application Information**Applicant:** Troy Miller**Location:** 2171 Hamline Avenue**Application Submission:** December 5, 2023**City Action Deadline:** February 3, 2024**Zoning:** Neighborhood Mixed-Use (MU-1) district**Background**

Troy Miller is the owner of Troy's Auto Care, an automotive repair business located at 2171 Hamline Avenue. This property, located at the northwest corner of Hamline and County Road B, was originally constructed in 1959 and has always been a motor fuel and automobile service station. Mr. Miller is interested in constructing additional service bays to keep pace with the growth of his business. However, the use of the property as motor vehicle repair is not permitted under the table of allowed uses for properties with a zoning classification of Neighborhood Mixed-Use (MU-1). Because Mr. Miller's use was established before the current zoning classification (or even zoning classifications of the recent past), the existing use is considered legal nonconforming and cannot otherwise be expanded, unless in a conforming manner. Therefore, Mr. Miller is requesting a Zoning Code Text Amendment in support of permitting "motor vehicle repair, auto body shop" as a Conditional Use (CU) in the MU-1 District.

While not necessarily related to Mr. Miller's request to construct additional service bays, but related to the overall uses conducted on the property, it should be mentioned that "motor fuel sales (gas station)" is already a CU in the MU-1 district and Mr. Miller's business includes fuel sales. However, there is no approved CU on file for this property for fuel sales given this use was also established before the current zoning, and so it is also considered legal nonconforming. If this request is approved, Mr. Miller would be advised to apply for a CU for both "motor fuel sales (gas station)" and "motor vehicle repair, auto body shop", which, if approved, would bring the site into compliance with current code requirements.

Below is an extract from Table 1005-1, outlining the uses in question and where they are not permitted (NP), conditionally permitted (C), or permitted (P). The first column is for the MU-1

district of which Mr. Miller’s property lies. Additionally, below the table are the specific conditional use standards and criteria of §1009.02.D that would apply if the use were revised from NP to C:

	<i>MU-1</i>	<i>MU-2A</i>	<i>MU-2B</i>	<i>MU-3</i>	<i>MU-4</i>	<i>Standards</i>
<i>Motor fuel sales (gas station)</i>	<i>C</i>	<i>NP</i>	<i>C</i>	<i>P</i>	<i>P</i>	<i>Y</i>
<i>Motor vehicle repair, auto body shop</i>	<i>NP</i>	<i>NP</i>	<i>C</i>	<i>C</i>	<i>P</i>	<i>Y</i>

24. Motor Fuel Sales, Motor Vehicle Repair, Body Shop:

a. Pump Islands and Canopies: The centerline of pump islands (or the outer edge of a pump island canopy, if present) shall be a minimum of 25 feet from a property line.

b. Driveways: Driveways shall be located a minimum of 50 feet from the street right-of-way lines of the nearest intersection.

c. Outdoor Display Sales Area: All outdoor display sales areas shall be limited to 250 square feet, shall not be located in pump area, and shall require an Outdoor Display Sales Permit and site plan to be approved by the Community Development Department.

Review of Request

In 1959, under the initial zoning for the Village of Roseville, the property was given the zoning classification of General Business District (B3), where automobile repair and repair garages were permitted uses. It is not clear how motor fuel sales were allowed, as fuel and ice sales were only found in the Retail Business (B2) district as a special use permit in the same Code. However, by 1995 the zoning code identified both automobile repair and fuel and ice sales as conditional uses in the B3 district, which at that point continued to be the zoning designation of this property. Up until this point in time, the site would have been deemed a legal pre-existing non-conforming use and under City Code and State Statute allowed to “continue, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion.”

In 2010, as a component of a major update to the zoning code to ensure consistency with the 2030 Comprehensive Plan, the subject property was rezoned to Neighborhood Business (NB) district where “motor vehicle repair, auto body shop” (as it is called today) was made a prohibited use in the NB district, while “motor fuel sales (gas station)” was made a conditional use. Then, in November 2021, the City completed another zoning code update for consistency with the 2040 Comprehensive plan whereby the NB district changed to Neighborhood Mixed-Use (MU-1). At this time, no changes were made to the use table, which continues to identify “motor vehicle repair, auto body shop” as NP, not permitted and “motor fuel sales (gas station)” as C, conditional use.

Given Mr. Miller wants to expand his motor vehicle repair business by adding service bays, yet the zoning code does not permit motor vehicle repair, the applicant has two options available for the City to consider. The first is to seek a guide plan change and rezoning from MU-1 to Corridor Mixed-use (MU-3), which is the closest (compared to MU-1) zoning district that supports motor vehicle repair. The second is to seek an amendment to Table 1005-1 in support of “motor vehicle repair, auto body shop” as a conditional use. In recognition of these options, and the fact the City just completed the 2040 Comprehensive Plan and Zoning Code updates, Planning Division staff advised the applicant that re-guiding and rezoning the property was not an advisable path forward. As such, the applicant submitted an application to seek a text amendment in support of “motor vehicle repair, auto body shop” as a conditional use, which, if approved, would allow

expansion of the existing business. While staff has recommended the zoning code text amendment, should a rezoning and guide plan change be preferred over the text amendment by the Planning Commission and/or City Council, such path could still be pursued. Staff supposes a third option does exist, which is to do nothing, and that would result in Mr. Miller being unable to expand his business as expansion of a non-conforming use is not allowed under city code or State law.

The purpose of the conditional use process is to “ensure that proposed conditional uses will satisfy applicable standards and criteria established for the protection of the public health, safety, and general welfare.” Planning Division staff believe this option and process is an acceptable method for supporting this type of use in the MU-1 district, especially when conditions can be added to mitigate potential impacts or “to enhance compatibility with surrounding uses.”

It is important to note that by revising the code to allow “motor vehicle repair, auto body shop” as a conditional use in the MU-1 district, every MU-1-zoned property would have an ability to apply for the conditional use. However, approval for any given property seeking a Conditional Use for motor vehicle repair, auto body shop would depend on the ability to comply with the required conditions. Further, any MU-1 site seeking this change in use or new use will be required to comply with all design standards of the Mixed-Use Districts (1005.02) and those specific to the Neighbor Mixed-Use district (1005.04).

Staff Recommendation

Planning Division staff recommends approval of a zoning code text amendment to Table 1005-1 (Mixed-Use District Table of Uses) to change “motor vehicle repair, auto body shop” from NP, Not Permitted to C, Conditional Use for the MU-1 district.

Requested Planning Commission Action

By motion, recommend approval of an amendment to Table 1005-1 (Mixed-Use District Table of Uses) to change “motor vehicle repair, auto body shop” from NP, Not Permitted to C, Conditional Use for the MU-1 district.

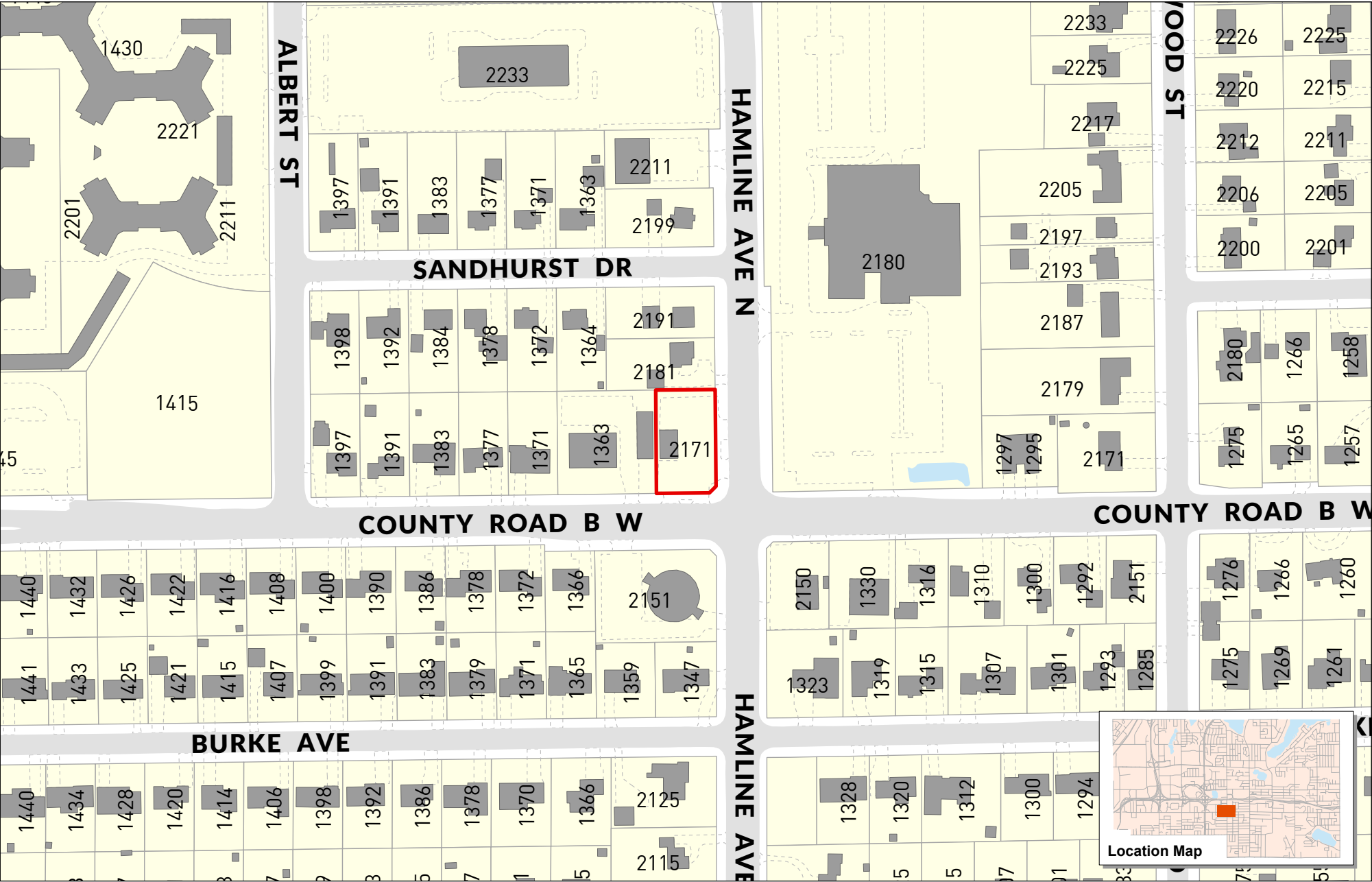
Alternative Actions

1. **Pass a motion to table the item for future action.** An action to table consideration of the requested zoning code text change must be based on the need for additional information or further analysis to reach a decision on one or both requests. Tabling may require extension of the 60-day action deadline established in Minn. Stat. 15.99 to avoid statutory approval.
2. **Adopt a resolution denying the requested zoning code text change.** A denial must be supported by specific findings of fact based on the Planning Commission’s review of the application, applicable zoning regulations, and the public record.

Prepared by: Thomas Paschke, City Planner

Attachments: 1. Map
2. Aerial Photo

Attachment 1: Planning File 23-015



Attachment 2: Planning File 23-015



Data Sources

- * Ramsey County GIS Base Map (12/5/2023)
- * Aerial Data: EagleView (4/2022)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer: This is a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 50 100 Feet



EXTRACT OF THE JANUARY 3, 2024, PLANNING COMMISSION DRAFT MEETING MINUTES

1 **a. Troys Automotive LLC requests a Zoning Code text amendment to Table 1005-1, Table**
2 **of Allowed Uses, to support “motor vehicle repair, auto body shop” as a Conditional**
3 **Use in the Neighborhood Mixed-Use District**

4 Chair Pribyl opened the public hearing at approximately 6:35 p.m. and reported on the
5 purpose and process of the public hearing. She advised this item will be before the City
6 Council on January 29, 2024.

7 City Planner Paschke summarized the request as detailed in the staff report dated January 3,
8 2024.

9 Member Bauer asked if Mr. Paschke could expand on why staff feels that the MU3 would
10 not be the appropriate choice in this case.

11 Mr. Paschke explained that MU3 allows for many more uses, not that those uses could ever
12 develop or redevelop this site given the different rules and regulations, but it opens up more
13 opportunities for uses that might not be appropriate for this area or for these small
14 neighborhood nodes. Keeping this neighborhood business and going through a process that
15 allows staff and the Planning Commission to review based on a number of different factors
16 seems far better than opening it up to being a permitted use and having other uses come in.

17 Ms. Gundlach indicated this particular site is surrounded by low density residential property
18 and the MU1 Zoning is really set aside for properties that are in closer proximity to some of
19 that more low-density residential property.

20 Member McGehee asked if staff has any more site plan information for how it would be laid
21 out on the site.

22 Mr. Paschke indicated he has a site plan that he had worked with initially. He explained how
23 the site plan was arranged.

24 Member McGehee asked why the applicant has had to come forward to the Planning
25 Commission to change the building.

26 Mr. Paschke indicated the building is not permitted and the building cannot be expanded
27 under the standards for non-conforming use, thus the reason for the proposed text
28 amendment.

29 Member McGehee did not think the applicant was going to expand the business massively.

30 Mr. Paschke agreed and noted if this is approved the applicant will need to get a conditional
31 use and then he believed there is at least one variance that will be required because of where
32 the existing building lies and tying into that. There are still some more steps to this.

33 Member Aspness indicated she was thinking about unintended consequences, if the City
34 added car repair to MU1, where else could the City see that become a potential issue for
35 Roseville. She wondered if there are other places where this could occur and did staff look
36 into this.

Mr. Paschke explained realistically any site currently zoned MU1 could be motor vehicle repair or auto body shop. However, if a given property is a change in use the Zoning Code and all of the design standards would apply, just like if a site were to redevelop. The bar becomes much higher than a pre-existing use.

Ms. Gundlach expanded on the consequence of redevelopment within the MU1 district.

Chair Pribyl invited the applicant to speak to the Commission.

Mr. Troy Miller, 2171 Hamline Avenue, addressed the Commission on the reason he is wanting to expand his business.

Public Comment

Mr. Kerrik Wessel, explained he knows Mr. Miller and supports this business and the proposed changes.

No one else wished to address the Commission. Chair Pribyl closed the public hearing at 6:53 p.m.

Commission Deliberation

None.

MOTION

Member McGehee moved, seconded by Member Bjorum, to recommend to the City Council approval of a zoning text amendment to Table 1005-1 (Mixed Use District Table of Uses) to change “motor vehicle repair, auto body shop” from NP, Not Permitted to C, Conditional Use for the MU-1 district.

Ayes: 6

Nays: 0

Motion carried.

City of Roseville

ORDINANCE NO. ____

**AN ORDINANCE AMENDING TABLE 1005-1 (MIXED-USE DISTRICTS TABLE OF USES)
OF THE ROSEVILLE CITY CODE**

The City Council of the City of Roseville does ordain:

SECTION 1. Table 1005-1 is hereby amended to allow “motor vehicle repair, auto body shop” as a conditional use, revising from NP to a C, as illustrated in the table below:

Table 1005-1	MU-1	MU-2A	MU-2B	MU-3	MU-4		Standards
Commercial Uses							
Motor fuel sales (gas station)	C	NP	C	P	P		
Motor vehicle repair, auto body shop	NP <u>C</u>	NP	C	C	P		

SECTION 2. Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 29th day of January, 2024.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.e.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Tobacco Compliance Check (Cub Foods)

Background

Per Roseville City Ordinance, at least twice per year, the City shall conduct citywide compliance checks at all businesses with a city tobacco license. Mandatory penalties shall be imposed on noncompliant licensees. The following is related to the second round of tobacco compliance checks, which occurred in November of 2023.

On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a tobacco license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the tobacco checks, one business failed (Attachment 1).

Cub Foods (CN 23031426) - The underage checker asked for a pack of cigarettes. The employee asked for and was provided identification. Upon reviewing the identification, the employee sold cigarettes to our checker. The employee was issued an administrative citation, which has since been paid. This is the second tobacco compliance failure for Cub Foods (1201 Larpenteur) in the past 36 months. The previous failure occurred on December 17, 2022.

Officers met with each business in-person and advised them of the Roseville City Council hearing date. This notification was also provided in writing (Attachment 2).

Policy Objectives

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

Racial Equity Impact Summary

Upon review of racial equity impacts, staff notes that the citywide compliance checks, subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not identify a disproportionate racial equity impact.

Budget Implications

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

Staff Recommendations

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

Requested Council Action

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

Prepared by: Joe Adams, Deputy Police Chief

Attachments:

1. Attachment 1_Cub Foods 23031426
2. Attachment 2_Cub Foods Hearing 2024

Roseville Police Department

Case RV23031426

Printed on January 23, 2024

Status	Approved
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Christine Marston
Investigator	None
Records Technician	
Reported At	11/11/23 10:51
Incident Date	11/11/23 10:51 - 11/11/23 11:16
Incident Code	COD : COD - Code Enforcement
Location	1201 LARPENTEUR AVE W, ROSEVILLE, MN 55113 (CUB FOODS LARPENTEUR)
Zone	
Court	None
Location Name	CUB FOODS [1201]
Ereferral County	None
Disposition	Noted
Disposition Date/Time	11/27/23 14:42
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Grocery/Supermarket
Entry Forced	No

Other

CHAMBERS, AARON JOSHUA

Male, DOB 6/15/01

Admin Citation: 5005 - 5005 - Compliance Check - RPD

1273 WOODBRIDGE ST

SAINT PAUL, MN 55117

(651) 387-3111 Cell

PRASHAD, Boodhnarine

Male, DOB 1/18/74

Mentioned: 5005 - 5005 - Compliance Check - RPD

1201 LARPENTEUR AVE W

ROSEVILLE, MN 55113

(651) 488-1825 Work

Primary Narrative By Christine Marston, 11/21/23 11:47

Tobacco Compliance check failure

On 11/11/2023 myself along with Officer Anderson were conducting alcohol and tobacco compliance checks throughout the city of Roseville. Also with us was our underage compliance checker. The check was in possession of their MNDL which is oriented vertically.

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

The checker entered Cub Foods, 1201 Larpenteur Ave. The checker asked for a pack of "Camels", and was asked their ID. The gave the cashier their ID, and was sold the cigarettes. The checker exited the store with the pack of cigarettes and a receipt. The checker informed me there was only one employee behind the Customer Service counter where tobacco is sold and said the cashier's name is Aaron.

I entered the store and made contact at the Customer Service counter with an employee wearing a name tag "Aaron". I asked him to call for a manager and we stepped aside so other customers could continue to be helped. The cashier identified himself via MNDL as Chambers. The manager who responded verbally identified himself as Assistant Store Director, Prashad. I showed Chambers and Prashad the ID used to purchase cigarettes and educated Chambers on the vertical orientation and the red box below the photo, identifying the buyer as underage. I explained next steps to Chambers and Prashad, and they both stated they understood and had no questions.

Photos of the purchase receipt and product have been uploaded to evidence.com.

Nothing further.

ROSEVILLE POLICE DEPARTMENT

2023 Tobacco Compliance Check



December 19, 2023

Cub Foods
1201 Larpenteur Ave W
Roseville, MN 55113

Dear Cub Foods,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 Tobacco compliance failure at Cub Foods. Staff has recommended Council impose the presumptive penalty of a \$2000.00 fine and a three (3) day tobacco sale suspension for your second violation within 36 months (previous failure on 12/17/2022).

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

Summary of Violation:

November 11th, 2023: An employee sold an underage compliance buyer tobacco. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031426).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024
Item No.: 7.f.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Keys Cafe)

Background

In 2023, all businesses with a city liquor license were mailed a letter announcing two citywide alcohol compliance checks to be conducted before the end of the calendar year (Attachment 1). The letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee training program and penalties for noncompliance. The following is related to the second round of alcohol compliance checks, which occurred in November of 2023.

On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the checks, multiple businesses failed (Attachment 2).

Keys Cafe (CN 23031418) - The underage checker ordered an alcoholic beverage. The server then checked the underage ID and provided alcohol to the underage checker. The server was issued an administrative citation, which has since been paid.

This is Keys second violation within 36 months with a previous violation on December 28, 22021.

Officers met with each business in-person and advised them of the Roseville City Council hearing date. This notification was also provided in writing (Attachment 3). Key's Cafe later provided the required training documentation for their staff.

Policy Objectives

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

Racial Equity Impact Summary

Upon review of any potential racial equity impacts, staff notes that the citywide compliance checks, subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not identify a disproportionate racial equity impact.

Budget Implications

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

Staff Recommendations

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

Requested Council Action

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

Prepared by: Joe Adams, Deputy Police Chief

Attachments:

1. Attachment 1_2023 Alcohol Compliance Checks Letter
2. Attachment 2_Keys 23031418
3. Attachment 3_Key's Cafe Hearing 2024

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

June 29, 2023



2023 Alcohol Compliance Checks

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

Required Training

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

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

Documentation of Training

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

Penalty for Noncompliance

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

Additional Information

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

- <https://www.cityofroseville.com/2365/Alcohol-Compliance>
- <https://www.cityofroseville.com/836/Liquor-Licenses>
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations_181231
- <https://www.mlba.com/>
- <https://www.revisor.mn.gov/statutes/cite/340A.503>

Erika Scheider
Chief of Police

Roseville Police Department

Case RV23031418

Printed on January 23, 2024

Status	Approved
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Christine Marston
Investigator	None
Records Technician	
Reported At	11/11/23 10:38
Incident Date	11/11/23 10:38 - 11/11/23 10:41
Incident Code	COD : COD - Code Enforcement
Location	1682 LEXINGTON AVE N, ROSEVILLE, MN 55113
Zone	
Court	None
Location Name	KEY'S CAFE & BAKERY [1682]
Ereferral County	None
Disposition	Noted
Disposition Date/Time	11/27/23 14:43
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

Other

RAUZI, MARIJA LEILYNN

Female, DOB 3/23/00

Admin Citation: 5005 - 5005 - Compliance Check - RPD

2738 21ST ST NW

NEW BRIGHTON, MN 55112

(218) 390-6093 Cell

TRAYNOR, KEANU MATTHEW

Male, DOB 10/30/90

Manager: 5005 - 5005 - Compliance Check - RPD

Mentioned: 5005 - 5005 - Compliance Check - RPD

990 AURORA AVE

SAINT PAUL, MN 55104

(651) 387-2766 Cell

Primary Narrative By Christine Marston, 11/21/23 18:21

Alcohol Compliance check failure

On 11/11/2023 myself along with Officer Anderson were conducting alcohol and tobacco compliance checks throughout the city of Roseville. Also with us was our underage compliance checker. The check was in possession of their MNDL which is oriented vertically.

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

The checker entered Keys Cafe, 1682 Lexington Ave, and was seated at a booth. The checker ordered a cup of Wild Rice soup and a Miller Light. The server asked for the checkers ID which was provided. The server looked at the ID and then gave it back to the checker and served the checker a beer. The checker took a photograph of the items served.

I entered the restaurant and the checker pointed out the server to me. I identified myself and asked to speak with the server and a manager. The manager verbally identified himself to me as Traynor and the server identified herself to me via MNDL as Rauzi. I explained the violation to both of them at the same time and Rauzi stated she thought something looked different about the ID presented. I explained next step and Rauzi and Traynor both stated they understood and had no additional questions.

A photo of items served and a receipt for the items has been uploaded to evidence.com

Nothing further.

ROSEVILLE POLICE DEPARTMENT

2023 Alcohol Compliance Check



December 19, 2023

Key's Cafe
1682 Lexington Ave N
Roseville, MN 55113

Dear Key's Cafe,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 alcohol compliance failure at Key's Cafe. Staff has recommended Council impose the presumptive penalty of a \$2000.00 fine and five (5) day liquor license suspension for the second violation in 36 months (previous violation on December 28, 2021).

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

Summary of Violation:

- November 11, 2023: An employee sold an underage compliance buyer alcohol. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031418).
- December 28, 2021: An employee sold an 18-year old underage compliance buyer a beer without asking for identification. This violation was witnessed by a plain clothing police officer (ref Police Incident 21034593).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.g.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Portillo's)

Background

In 2023, all businesses with a city liquor license were mailed a letter announcing two citywide alcohol compliance checks to be conducted before the end of the calendar year (Attachment 1). The letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee training program and penalties for noncompliance. The following is related to the second round of alcohol compliance checks, which occurred in November of 2023.

On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the checks, multiple businesses failed (Attachment 2).

Portillo's (CN 23031486) - The underage checker ordered an alcoholic beverage. The server then checked the underage ID and provided alcohol to the underage checker. The server was issued an administrative citation, which has since been paid.

Officers met with each business in-person and advised them of the Roseville City Council hearing date. This notification was also provided in writing (Attachment 3). Portillo's later provided the required training documentation for their staff.

Policy Objectives

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Racial Equity Impact Summary

Upon review of any potential racial equity impacts, staff notes that the citywide compliance checks, subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not identify a disproportionate racial equity impact.

Budget Implications

Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a two thousand dollar (\$2,000.00) fine and a one (1) day suspension issued to the on-sale license holder for the first violation within thirty-six (36) months.

Staff Recommendations

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

Requested Council Action

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Prepared by: Joe Adams, Deputy Police Chief

Attachments:

1. Attachment 1_2023 Alcohol Compliance Checks Letter
2. Attachment 2_Portillos 23031486
3. Attachment 3_Portillo's Hearing 2024

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

June 29, 2023



2023 Alcohol Compliance Checks

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

Required Training

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

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

Documentation of Training

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

Penalty for Noncompliance

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

Additional Information

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

- <https://www.cityofroseville.com/2365/Alcohol-Compliance>
- <https://www.cityofroseville.com/836/Liquor-Licenses>
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations_181231
- <https://www.mlba.com/>
- <https://www.revisor.mn.gov/statutes/cite/340A.503>

Erika Scheider
Chief of Police

Roseville Police Department

Case RV23031486 - UNAPPROVED DRAFT

Printed on January 23, 2024

Status	Active
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Christine Marston
Investigator	None
Records Technician	
Reported At	11/11/23 14:38
Incident Date	11/11/23 14:38 - 11/11/23 14:57
Incident Code	COD : COD - Code Enforcement
Location	1800 COUNTY ROAD B2 W, ROSEVILLE, MN 55113 (PORTILLOS)
Zone	
Court	None
Location Name	PORTILLO'S [RVL437]
Ereferral County	None
Disposition	Noted
Disposition Date/Time	12/07/23 18:01
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

Other

GUNDERSON, MICHAEL JON

Male, DOB 2/15/84

1800 COUNTY ROAD B2 W
ROSEVILLE, MN 55113

(414) 933-8898 Cell

Admin Citation: 5005 - 5005 - Compliance Check - RPD

Manager: 5005 - 5005 - Compliance Check - RPD

Primary Narrative By Christine Marston, 11/22/23 18:08

Compliance check - failure

On 11/11/2023 myself along with Officer Anderson were conducting alcohol and tobacco compliance checks throughout the city of Roseville. Also with us was our underage compliance checker. The check was in possession of their MNDL which is oriented vertically.

It should be noted the compliance checker's driver's license is orientated vertically indicating they are

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

The checker entered Portillos, 1800 Co Rd B2, and went to the counter. The checker asked for a beer, and was asked for their ID. The checker provided their ID and was served a tap beer. The checker took a photo of the beer and sent it to me stating, the server was an A/M.

I entered the restaurant, and took the checkers ID and beer. I went to the same counter and asked for a manager. A male who identified himself to me verbally as, Gunderson, introduced himself. Gunderson stated he was the one who served the checker a beer. I showed Gunderson the ID presented and educated him and vertical orientation. Gunderson questioned if the ID was fake and I advised it is a real ID that indicates someone being underage. Gunderson said he will educate his staff on this new change. I explained the next steps to Gunderson and he said he had no additional questions.

A photo of the served beer and receipt are attached in evidence.com

Nothing further.

Supporting Narrative By Philip Tanis, 12/19/23 18:44

City Council Summons Service

On 12/19/23 I arrived at Portillos and requested to speak to a manager. I was directed towards a male at the cash register. I confirmed he was a manager and advised him the alcohol compliance violation that occurred on 11/11/23 here will be discussed on January 29th, 2024 at the City Council meeting and a member of their organization would be allowed to speak should they choose. The manager stated he understood and thanked me for the summons service. I cleared with nothing further. BWC active.

ROSEVILLE POLICE DEPARTMENT

2023 Alcohol Compliance Check



December 19, 2023

Portillo's
1800 County Road B2 W
Roseville, MN 55113

Dear Portillo's,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 alcohol compliance failure at Portillo's. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

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

Summary of Violation:

November 11, 2023: An employee sold an underage compliance buyer alcohol. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031486).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.h.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Axel's at DoubleTree)

Background

In 2023, all businesses with a city liquor license were mailed a letter announcing two citywide alcohol compliance checks to be conducted before the end of the calendar year (Attachment 1). The letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee training program and penalties for noncompliance. The following is related to the second round of alcohol compliance checks, which occurred in November of 2023.

On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the checks, multiple businesses failed (Attachment 2).

Axel's (CN 23031478) - The underage checker ordered an alcoholic beverage. The server then checked the underage ID and proceeded to provide alcohol to the underage checker. The server was issued an administrative citation, which has since been paid.

Officers met with each business in-person and advised them of the Roseville City Council hearing date. This notification was also provided in writing (Attachment 3). Axel's later provided the required training documentation for their staff.

Policy Objectives

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Racial Equity Impact Summary

Upon review of any potential racial equity impacts, staff notes that the citywide compliance checks, subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not identify a disproportionate racial equity impact.

Budget Implications

Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a two thousand dollar (\$2,000.00) fine and a one (1) day suspension issued to the on-sale license holder for the first violation within thirty-six (36) months.

Staff Recommendations

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

Requested Council Action

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Prepared by: Joe Adams, Deputy Police Chief

Attachments:

1. Attachment 1_2023 Alcohol Compliance Checks Letter
2. Attachment 2_Axels 23031478
3. Attachment 3_Doubletree Hearing 2024

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

June 29, 2023



2023 Alcohol Compliance Checks

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

Required Training

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

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

Documentation of Training

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

Penalty for Noncompliance

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

Additional Information

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

- <https://www.cityofroseville.com/2365/Alcohol-Compliance>
- <https://www.cityofroseville.com/836/Liquor-Licenses>
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations_181231
- <https://www.mlba.com/>
- <https://www.revisor.mn.gov/statutes/cite/340A.503>

Erika Scheider
Chief of Police

Roseville Police Department

Case RV23031478

Printed on January 23, 2024

Status	Approved
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Bryan Anderson
Investigator	None
Records Technician	Katy von Fange
Reported At	11/11/23 13:40
Incident Date	11/11/23 13:40 - 11/11/23 13:46
Incident Code	COD : COD - Code Enforcement
Location	2540 CLEVELAND AVE N, ROSEVILLE, MN 55113 (DOUBLETREE)
Zone	
Court	None
Location Name	Axel's
Ereferral County	None
Disposition	Noted
Disposition Date/Time	11/21/23 17:33
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	No
Completed	Yes
Bias Motivation	None (no bias)
Location	Bar/Nightclub
Entry Forced	No

Other

HUGGHINS, HEATHER TOSTINE

Female, DOB 9/17/75

4710 58TH AVE N APT 306

CRYSTAL, MN 55429

(763) 567-8694 Cell

Manager: 5005 - 5005 - Compliance Check - RPD

Mentioned: 5005 - 5005 - Compliance Check - RPD

WALLS, TODD ALLEN

Male, DOB 2/12/65

18 HOLMAN AVE

INVER GROVE HEIGHTS, MN 55076

(970) 427-8478 Cell

(715) 441-5592 Cell

Admin Citation: 5005 - 5005 - Compliance Check - RPD

Primary Narrative By Bryan Anderson, 11/16/23 13:55

Alcohol Compliance Check - Fail

On 11/11/2023 myself along with Officer Marston were conducting alcohol compliance checks throughout the city of Roseville. Also, with us was our underage compliance checkers. The checker was in possession of their MNDL which is oriented vertically.

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

The checker entered Axel's restaurant, 2540 Cleveland Ave. The checker asked the bartender for a Coors Light, and was asked to show ID. The ID was looked over but the bartender didn't realize that it was an under 21 ID. Once the checker was given the alcohol, I walked in and witnessed the completion of the transaction and the checker being served. I then identified myself as a police officer and showed him my Police ID and advised the bartender, TODD WALLS that he had just served a person under 21.

The manager, HEATHER HUGGHINS was made aware of the incident. I then obtained a receipt for the drink.

Photos of the purchase receipt and product have been uploaded to evidence.com

Nothing further.

Supporting Narrative By Bryan Anderson, 11/17/23 19:14

Admin Citation Mailed

On 11/17/2023 I went to 2540 Cleveland Ave (Axel's) to deliver a Roseville admin citation to Todd Walls. I ended up speaking with the manager, Heather Huggins who informed me that Walls no longer works for Axel's. I then called Walls and he advised me to mail the information to him. I confirmed with him that the address on his DL was current.

At 1830 hours I placed the admin citation in a marked Roseville PD envelope and put it in the outgoing mail.

ROSEVILLE POLICE DEPARTMENT

2023 Alcohol Compliance Check



December 19, 2023

Axel's
2540 Cleveland Ave N
Roseville, MN 55113

Dear Axel's Management,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 alcohol compliance failure at Axel's. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

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

Summary of Violation:

November 11, 2023: An employee sold an underage compliance buyer alcohol. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031478).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.i.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Lisu's Thai Taste)

Background

In 2023, all businesses with a city liquor license were mailed a letter announcing two citywide alcohol compliance checks to be conducted before the end of the calendar year (Attachment 1). The letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee training program and penalties for noncompliance. The following is related to the second round of alcohol compliance checks, which occurred in November of 2023.

On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the checks, multiple businesses failed (Attachment 2).

Lisu's Thai Taste (CN 23031506) - The underage checker ordered an alcoholic beverage. The server did not ask for identification and proceeded to serve alcohol to the underage checker. The server was issued an administrative citation, which has since been paid.

Officers met with each business in-person and advised them of the Roseville City Council hearing date. This notification was also provided in writing (Attachment 3). Lisu's Thai Taste later provided the required training documentation for their staff.

Policy Objectives

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Racial Equity Impact Summary

Upon review of any potential racial equity impacts, staff notes that the citywide compliance checks, subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not identify a disproportionate racial equity impact.

Budget Implications

Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a two thousand dollar (\$2,000.00) fine and a one (1) day suspension issued to the on-sale license holder for the first violation within thirty-six (36) months.

Staff Recommendations

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

Requested Council Action

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Prepared by: Joe Adams, Deputy Police Chief

Attachments:

1. Attachment 1_2023 Alcohol Compliance Checks Letter
2. Attachment 2_Lisu's 23031506
3. Attachment 3_Lisu's Thai Taste Hearing 2024

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

June 29, 2023



2023 Alcohol Compliance Checks

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

Required Training

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

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

Documentation of Training

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

Penalty for Noncompliance

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

Additional Information

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

- <https://www.cityofroseville.com/2365/Alcohol-Compliance>
- <https://www.cityofroseville.com/836/Liquor-Licenses>
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations_181231
- <https://www.mlba.com/>
- <https://www.revisor.mn.gov/statutes/cite/340A.503>

Erika Scheider
Chief of Police

Roseville Police Department

Case RV23031506 - UNAPPROVED DRAFT

Printed on January 23, 2024

Status	Active
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Bryan Anderson
Investigator	None
Records Technician	Katy von Fange
Reported At	11/11/23 15:44
Incident Date	11/11/23 15:44 - 11/11/23 15:59
Incident Code	COD : COD - Code Enforcement
Location	2575 FAIRVIEW AVE N, ROSEVILLE, MN 55113 (LISUS THAI TASTE)
Zone	
Court	None
Location Name	[2575 Fairview Ave N]
Ereferral County	None
Disposition	Noted
Disposition Date/Time	11/21/23 17:38
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

Other

HTOO, MIN KHANT

Male, DOB 7/13/04

Admin Citation: 5005 - 5005 - Compliance Check - RPD

1556 CUMBERLAND ST

ST PAUL, MN 55117

(612) 275-4711 Cell

Win, Maw

Male, DOB 7/10/80

Manager: 5005 - 5005 - Compliance Check - RPD

Mentioned: 5005 - 5005 - Compliance Check - RPD

1505 WESTMISTER STREET APT 202

ST PAUL, MN 55130

(651) 230-6865 Home

(651) 208-5803 Home

(651) 633-4981 Business

Primary Narrative By Bryan Anderson, 11/16/23 14:42

Alcohol Compliance Check - Fail

On 11/11/2023 myself along with Officer Marston were conducting alcohol compliance checks throughout the city of Roseville. Also, with us was our underage compliance checkers. The checker was in possession of their MNDL which is oriented vertically.

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

The checker entered Lisus Thai Taste, 2575 Fairview Ave. I was with the checker when he asked the server for a Heineken, and he was never asked to show ID. Once the checker was given the alcohol, I identified myself as a police officer and showed my Police ID to the server. MIN HTOO was the server that served the checker.

MAW WIN is the manager at Lisus and was not there at the time.

Photos of the product have been uploaded to evidence.com

Nothing further.

Supporting Narrative By Sean Johnson, 11/17/23 16:44

Administrative Citation

On Friday, November 17th Min Htoo was issued an administrative citation. I left the citation with payment instruction to the manager. I called HTOO's cell phone number provided to officers during compliance checks and left a detailed message on how to pay the administrative fine to the city within 7 days. I also provided my contact information if HTOO had any questions.

ROSEVILLE POLICE DEPARTMENT

2023 Alcohol Compliance Check



December 19, 2023

Lisu's Thai Taste
2575 Fairview Ave N
Roseville, MN 55113

Dear Lisu's Thai Taste,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 alcohol compliance failure at Lisu's Thai Taste. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

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

Summary of Violation:

November 11, 2023: An employee sold an underage compliance buyer alcohol without asking for identification. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031506).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.j.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Courtyard by Marriott)

1
2 **Background**

3 In 2023, all businesses with a city liquor license were mailed a letter announcing two citywide alcohol
4 compliance checks to be conducted before the end of the calendar year (Attachment 1). The letter
5 included information on the Roseville City Ordinance regarding the mandatory liquor licensee training
6 program and penalties for noncompliance. The following is related to the second round of alcohol
7 compliance checks, which occurred in November of 2023.

8
9 On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a
10 liquor license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the
11 checks, multiple businesses failed (Attachment 2).

12
13 **Courtyard by Marriott (CN 23031465)** - The underage checker ordered an alcoholic beverage. The
14 server then provided a Coors Light to the underage checker without requesting an ID.
15 The server was issued an administrative citation, which has since been paid.

16
17 Officers met with each business in-person and advised them of the Roseville City Council hearing
18 date. This notification was also provided in writing (Attachment 3). The Courtyard by Marriott later
19 provided the required training documentation for their staff.

20
21 **Policy Objectives**

22 The Roseville Police Department seeks Council approval to issue and administer the presumptive
23 penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within
24 thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine
25 and a one (1) day suspension.

26
27 **Racial Equity Impact Summary**

28 Upon review of any potential racial equity impacts, staff notes that the citywide compliance checks,
29 subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not
30 identify a disproportionate racial equity impact.

31
32 **Budget Implications**

33 Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a two
34 thousand dollar (\$2,000.00) fine and a one (1) day suspension issued to the on-sale license holder for
35 the first violation within thirty-six (36) months.

36
37 **Staff Recommendations**

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

40
41 **Requested Council Action**

42 The Roseville Police Department seeks Council approval to issue and administer the presumptive
43 penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within
44 thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine
45 and a one (1) day suspension.

46
47 **Prepared by:** Joe Adams, Deputy Police Chief

Attachments: 1. Attachment 1_2023 Alcohol Compliance Checks Letter
2. Attachment 2_Courtyard 23031465
3. Attachment 3_Courtyard by Marriot Hearing 2024

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ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

June 29, 2023



2023 Alcohol Compliance Checks

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

Required Training

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

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

Documentation of Training

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

Penalty for Noncompliance

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

Additional Information

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

- <https://www.cityofroseville.com/2365/Alcohol-Compliance>
- <https://www.cityofroseville.com/836/Liquor-Licenses>
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations_181231
- <https://www.mlba.com/>
- <https://www.revisor.mn.gov/statutes/cite/340A.503>

Erika Scheider
Chief of Police

Roseville Police Department

Case RV23031465 - UNAPPROVED DRAFT

Printed on January 23, 2024

Status	Active
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Bryan Anderson
Investigator	None
Records Technician	
Reported At	11/11/23 13:00
Incident Date	11/11/23 13:00 - 11/11/23 13:03
Incident Code	COD : COD - Code Enforcement
Location	2905 CENTRE POINTE DR N, ROSEVILLE, MN 55113 (COURTYARD MARRIOTT)
Zone	
Court	None
Location Name	Courtyard By Marriot [2905]
Ereferral County	None

Disposition	Noted
Disposition Date/Time	11/21/23 17:31
Review for Gang Activity	None

Asst Officers

RV15716 - Johnson, Sean

Bias Based On
Bias Targets
Bias Circumstances

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Hotel/Motel/Etc
Entry Forced	No

Other

CLAYTON, AMBER MARIE

Female, DOB 5/27/77

325 ENGLER BLVD APT 331

CHASKA, MN 55318

(612) 408-9279 Cell

Manager: 5005 - 5005 - Compliance Check - RPD

Mentioned: 5005 - 5005 - Compliance Check - RPD

FORWARD, SHEILA MARIE

Female, DOB 5/28/68

5544 DONEGAL DR

SHOREVIEW, MN 55126

(218) 248-5798 Cell

Admin Citation: 5005 - 5005 - Compliance Check - RPD

Primary Narrative By Bryan Anderson, 11/16/23 14:22

Alcohol Compliance Check - Fail

On 11/11/2023 myself along with Officer Marston were conducting alcohol compliance checks throughout the city of Roseville. Also, with us was our underage compliance checkers. The checker was in possession of their MNDL which is oriented vertically.

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

The checker entered Courtyard By Marriot, 2905 Centre Pointe Dr. The checker asked the server for a Coors Light, and was never asked to show ID. Once the checker was given the alcohol, I walked in and identified myself as a police officer and showed her my Police ID to the server. SHEILA FORWARD was working the front desk at the hotel and could not find the bartender so she served the checker.

AMBER CLAYTON is the manager for the hotel.

Photos of the purchase receipt and product have been uploaded to evidence.com

Nothing further.

Supporting Narrative By Sean Johnson, 11/17/23 16:41

Administrative Citation issued

On Friday, November 17th 2023 Sheila Forward was given an administrative citation in person with a fine in the amount of \$250.00.

ROSEVILLE POLICE DEPARTMENT

2023 Alcohol Compliance Check



December 19, 2023

Courtyard by Marriott
2905 Centre Pointe Dr N
Roseville, MN 55113

Dear Courtyard by Marriott,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 alcohol compliance failure at Courtyard by Marriott. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

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

Summary of Violation:

November 11, 2023: An employee sold an underage compliance buyer alcohol without asking for identification. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031465).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 7.k.

Department Approval



City Manager Approval



Item Description: Consider Presumptive Penalty Approval - 2023 Alcohol Compliance Check (Shake Shack)

Background

In 2023, all businesses with a city liquor license were mailed a letter announcing two citywide alcohol compliance checks to be conducted before the end of the calendar year (Attachment 1). The letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee training program and penalties for noncompliance. The following is related to the second round of alcohol compliance checks, which occurred in November of 2023.

On November 11, 2023, an 18-year-old underage compliance checker entered establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance checks. Upon conclusion of the checks, multiple businesses failed (Attachment 2).

Shake Shack (CN 23031485) - The underage checker ordered an alcoholic beverage. The server then checked the underage ID and provided alcohol to the underage checker. The server was issued an administrative citation, which has since been paid.

Officers met with each business in-person and advised them of the Roseville City Council hearing date. This notification was also provided in writing (Attachment 3). Shake Shack later provided the required training documentation for their staff.

Policy Objectives

The Roseville Police Department seeks Council approval to issue and administer the presumptive penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine and a one (1) day suspension.

Racial Equity Impact Summary

Upon review of any potential racial equity impacts, staff notes that the citywide compliance checks, subsequent fines, and suspensions are uniform and written into the city code. At this time, staff did not identify a disproportionate racial equity impact.

Budget Implications

Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a two thousand dollar (\$2,000.00) fine and a one (1) day suspension issued to the on-sale license holder for the first violation within thirty-six (36) months.

Staff Recommendations

Staff recommends Council approval to issue and administer the presumptive penalty pursuant to City

39 Code Section 302.15, for on-sale license holders.

40
41 **Requested Council Action**

42 The Roseville Police Department seeks Council approval to issue and administer the presumptive
43 penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation within
44 thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar (\$2,000.00) fine
45 and a one (1) day suspension.

46
47 **Prepared by:** Joe Adams, Deputy Police Chief

- 48 **Attachments:**
- 1. Attachment 1_2023 Alcohol Compliance Checks Letter
 - 2. Attachment 2_Shake Shack 23031485
 - 3. Attachment 3_Shake Shack Hearing 2024

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

June 29, 2023



2023 Alcohol Compliance Checks

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

Required Training

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

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

Documentation of Training

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

Penalty for Noncompliance

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

Additional Information

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

- <https://www.cityofroseville.com/2365/Alcohol-Compliance>
- <https://www.cityofroseville.com/836/Liquor-Licenses>
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations_181231
- <https://www.mlba.com/>
- <https://www.revisor.mn.gov/statutes/cite/340A.503>

Erika Scheider
Chief of Police

Roseville Police Department

Case RV23031485 - UNAPPROVED DRAFT

Printed on January 23, 2024

Status	Active
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Bryan Anderson
Investigator	None
Records Technician	Katy von Fange
Reported At	11/11/23 14:37
Incident Date	11/11/23 14:37 - 11/11/23 14:53
Incident Code	COD : COD - Code Enforcement
Location	1630 COUNTY ROAD B2 W, ROSEVILLE, MN 55113 (SHAKE SHACK)
Zone	
Court	None
Location Name	SHAKE SHACK
Ereferral County	None
Disposition	Noted
Disposition Date/Time	11/21/23 17:40
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Offense Information

Offense	Compliance Check - RPD
Statute	5005
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

Other

DUTTON, NICOLE ANN

Female, DOB 7/14/88

1541 146TH LN NW
ANDOVER, MN 55304

(651) 348-9249 Business

Admin Citation: 5005 - 5005 - Compliance Check - RPD

Manager: 5005 - 5005 - Compliance Check - RPD

Primary Narrative By Bryan Anderson, 11/16/23 12:46

Alcohol Complinnace Check - Fail

On 11/11/2023 myself along with Officer Marston were conducting alcohol compliance checks throughout the city of Roseville. Also, with us was our underage compliance checkers. The checker was in possession of their MNDL which is oriented vertically.

It should be noted the compliance checker's driver's license is orientated vertically indicating they are

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

The checker entered Shake Shack, 1630 County Road B2. The checker asked for a Michelob Ultra, and was asked to show ID. The ID was looked over but it the server didn't realized that it was an under 21 ID. Once the checker was given the alcohol and a receipt, I walked in and witnessed the completion of the transaction. I then identified myself as a police officer and showed her my Police ID and advised NICOLE DUTTON (Manager) that she had just served a person under 21.

Photos of the purchase receipt and product have been uploaded to evidence.com

Nothing further.

Supporting Narrative By Bryan Anderson, 11/17/23 19:44

Admin Citation Delivered

On 11/11/2023 I delivered the admin citation to NICOLE DUTTON for the alcohol compliance check failure.

Supporting Narrative By Philip Tanis, 12/19/23 18:54

City Council Summons Service

On 12/19/23 I arrived at Shake Shack and requested to speak to a manager. I was brought to the doors by the kitchen where a male came out of there met me. I confirmed he was a manager and advised him the alcohol compliance violation that occurred on 11/11/23 here will be discussed on January 29th. 2024 at the City Council meeting and a member of their organization would be allowed to speak should they choose. The manager stated he understood and thanked me for the summons service. I cleared with nothing further. BWC active.

ROSEVILLE POLICE DEPARTMENT

2023 Alcohol Compliance Check



December 19, 2023

Shake Shack
1630 County Road B2 W
Roseville, MN 55113

Dear Shake Shack,

On Monday, January 29th, 2024, the Roseville City Council will discuss the November 11th, 2023 alcohol compliance failure at Shake Shack. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

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

Summary of Violation:

November 11, 2023: An employee sold an underage compliance buyer alcohol. This violation was confirmed by a plain clothing police officer (ref Police Incident 23031485).

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

Sincerely,

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024
Item No.: 7.I.

Department Approval



City Manager Approval

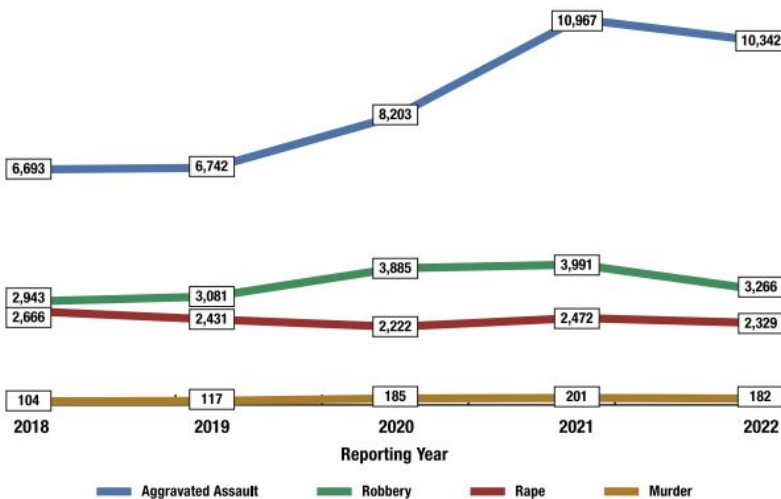


Item Description: Consider approving Joint Powers Agreement and authorize entering into a partnership with the State of Minnesota BCA Violent Crime Reduction Unit

Background

In the past several years, Minnesota has experienced a surge in violent crime, a trend seen nationwide and coinciding with the economic and social disruptions of the pandemic. According to the Bureau of Criminal Apprehension's (BCA) 2021 uniform crime report, there was a 21.6% increase in violent crime. In 2021, the Twin Cities metropolitan area saw a significantly higher increase in violent crime than greater Minnesota, with a 23.9% increase in violent crime. Both Minneapolis and St. Paul reported near record homicides in 2021. In 2022, violent crime levels started to trend down, but they remain higher than prior to 2020 and still very much of a concern. Violent crime not only impacts individual victims, their family and friends, but also affects nearby residents, businesses, and the fabric of our communities. Exposure to violent crimes damages the health of entire communities.

Below is a chart of Minnesota's Violent Crime Trends from the 2022 Uniform Crime Report.



During the 2023 legislative session, lawmakers approved funding for a Violent Crime Reduction Support Initiative through the Minnesota Department of Public Safety and the BCA. The initiative has three main components to assist Minnesota Law Enforcement in combating violent crime in partnership with education and prevention efforts:

1. A Violent Crime Support Unit within the BCA Forensic Science Services.
2. Analytical and operational support within the Criminal Information and Operations Section.

3. A violent crime investigative partnership to provide support to local agencies across the state investigating violent crimes, violent criminal organizations, and disrupting plots of mass violence before they occur.

In December 2023, the Roseville Police Department (RPD) was notified we were chosen as one of the twelve metro agencies to be part of the Violent Crime Reduction Investigative Unit (component #3). Three additional Ramsey County agencies were also selected to participate. This initiative would combine BCA agents, analysts, and other personnel to provide assistance to communities combating violent crime through an information-driven approach to precisely target those who are committing violent acts in our communities.

As part of the partnership and joint powers agreement, Roseville Police Department would assign a detective to serve on the Violent Crime Reduction Unit (VCRU). The assigned detective would be responsible for responding and working jointly on violent crimes affecting our communities, including illicit firearms trafficking crimes, homicides, assaults, carjackings, and other cases involving dangerous fugitives.

The Roseville Police Department would be eligible to receive full reimbursement of the FTE, including overtime. Other items such as vehicles, radios, computers, body-worn cameras and other equipment would also be covered through funding appropriated by the legislature. The funding is allocated for three years, although if the partnership is successful, it is possible it could be extended beyond the initial three years. There are no match requirements from the city.

The Roseville Police Department anticipates assigning an experienced officer or detective to the position and then hiring a new officer to back-fill the vacancy. This would increase our sworn strength by one, bringing our authorized sworn strength to 57 officers. In the event the funding was not extended beyond the three years, there is no requirement or obligation for the City to continue the position or the funding. When/if funding is no longer available for the position, RPD would either return to our current sworn strength (56) through attrition or look at other grant opportunities to continue the position.

The contract was reviewed and approved by the Roseville City Attorney.

Policy Objectives

One of Roseville's community aspirations is to be a safe community. Violent crime erodes the sense of safety in our community. Addressing violent crime is essential to ensuring we remain a safe community, where people feel welcome.

It is also part of the mission of the Roseville Police Department to serve as guardians of our community to preserve life, maintain human rights, protect property and promote community commitment. It is essential to our mission that we work to address violent crime and the impact it has on our entire community, especially for those who are victimized.

Racial Equity Impact Summary

Numerous studies have documented racial and ethnic disparities in violent crime. According to the Bureau of Justice Statistics, Black, American Indian, and Latinx people are more likely than whites to be victims of property and serious violent crimes. This is also true with homicides, with Black Americans being nearly 10 times as likely as whites to be homicide victims (2020). The recent rise in violent crime has continued to disproportionately impact communities of color. Neighborhoods with more concentrated disadvantages tend to experience higher levels of violent crime. Studies have shown that neighborhoods with higher poverty rates also tend to have higher rates of violent crime. In communities of color, troubled relationships and mistrust of law enforcement also can hinder efforts to address violent crime.

Budget Implications

The VCRU position is fully funded through state funding, including salary, benefits, vehicle, and

equipment. There is no match required from the City. There also are no requirements for the city to continue the position at the end of the funding cycle (three years). There would be some minimal costs in back-filling and the onboarding of a new employee, but those costs could be absorbed in our current budget.

Staff Recommendations

Staff recommends the Council approve entering into the three-year partnership with the BCA Violent Crime Reduction Unit.

Requested Council Action

Approve the Joint Powers Agreement and authorize RPD to enter into a three-year partnership with the BCA Violent Crime Reduction Unit.

Prepared by: Erika Scheider, Chief of Police

Attachments:

1. BCA Violent Crime Reduction Unit Joint Powers Agreement
2. Violent Crime Reduction Support Initiative



STATE OF MINNESOTA BCA VIOLENT CRIME REDUCTION UNIT JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“BCA”), and the City of Roseville on behalf of its Police Department, 2660 Civic Center Drive, Roseville, MN 55113 (“Governmental Unit”), together known as “Parties.”

Recitals. Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements to jointly and cooperatively exercise their powers. The Parties wish to work together to prevent, investigate, and prosecute violent crimes, including but not limited to murder and assaults, the trafficking of illicit drugs and firearms, carjacking, and other violent crimes. The Governmental Unit wants to work cooperatively with the BCA Violent Crime Reduction Unit (“VCRU”), which is operated by the BCA.

1. **Term of Agreement.**
 - A. **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
 - B. **Expiration Date.** This Agreement expires five (5) years from the Effective Date, unless terminated at an earlier date pursuant to clause 12.
 - C. This Agreement does not establish an employment relationship between the BCA and the Governmental Unit, nor any persons performing under the Agreement.
2. **Purpose.** The Governmental Unit and the BCA enter into this Agreement to facilitate the cooperation and coordination of the Governmental Unit with the work of the VCRU, which uses an array of proactive and reactive investigative techniques to prevent, investigate, and prosecute violent crime; gathers information necessary to identify crime patterns and uses this information to develop strategies for prevention and enforcement; and conducts outreach and education to community members, groups, and stakeholders in order to facilitate the creation and implementation of solutions to deter and prevent violent crime.
3. **Responsibilities of the Governmental Unit.** The VCRU’s interagency collaborative approach is implemented via the performance of the following activities by the Governmental Unit and any

individuals working with the VCRU on its behalf, under the leadership of the Special Agent in Charge of the VCRU (“the SAIC”) and the VCRU’s Assistant Special Agents in Charge (“ASAICs”):

- A. Assign one or more investigators or employees of the Governmental Unit to the VCRU. This agreement shall refer to them as “Assigned Investigator” or “Assigned Employee,” throughout. These Assigned Investigators or Assigned Employees must be approved to participate in VCRU activities, in advance of doing so, by the BCA’s Deputy Superintendent - Investigations. During the period of assignment to this task force, the Governmental Unit will remain responsible for establishing the salary and benefits, including overtime, of the Assigned Investigator(s) and/or Assigned Employee(s), and for making all payments due them. BCA will reimburse the Governmental Unit for the full salary and fringe costs of the assigned employee, and will reimburse overtime costs of the assigned employee up to \$21,000.00.
- B. Be willing and able to respond and/or work jointly on violent crimes and complete any duties assigned to the Governmental Unit, by the SAIC, for the duration of the term of this Agreement.
- C. Conduct investigations in accordance with provisions of state and federal law, BCA policies and operating procedures as indicated herein, and any other investigative standards required of a BCA Special Agent.
- D. Investigate illicit firearms trafficking crimes committed by organized groups or individuals, including the trafficking in illicit firearms parts and the illicit manufacture of firearms.
- E. Investigate homicide, assault, carjacking and other crimes against the person as directed by the SAIC/ASAICs, utilizing best investigative practices to create prosecutable cases, and providing support to victims and witnesses involved therein.
- F. Investigate illicit street racing and automobile theft cases with a focus on identifying and disrupting organizations or networks of individuals involved in the commission or facilitation of such crimes.
- G. Where indicated to have a nexus with firearms crimes or other violent crimes under VCRU investigation, investigate illicit drug trafficking crimes as necessary to facilitate VCRU investigative purposes.
- H. Participate in operations to apprehend dangerous fugitives as directed by the SAIC/ASAICs.
- I. Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the SAIC for statistical reporting purposes.
- J. Prepare an operational briefing sheet for each active operation, including deconfliction measures as directed, to be approved by the SAIC/ASAICs.
- K. Prepare investigative reports to be submitted to the BCA’s chain of command.
- L. Ensure evidence collected is appropriately collected, accounted for, and retained in a BCA-authorized secure facility.

- M. Each assigned investigator will be issued a body-worn camera by the BCA, to be utilized in the course of VCRU activities. Assigned investigators will adhere to BCA's policies regarding body-worn cameras, and shall ensure footage captured by BCA-issued cameras is appropriately uploaded to the BCA system(s).
- N. Participate in training as directed by the SAIC/ASAICs or designee(s).
- O. While conducting VCRU activities, adhere to the following BCA policies and/or procedures:
 - 1. BCA-1008 Operation of a State Vehicle
 - 2. DPS-5100 Acceptable Use of Department Computers, Electronic Equipment, Information Systems and Resources
 - 3. INV-7002 Informants
 - 4. INV-7003 Confidential Funds
 - 5. INV-7004 Police Pursuits and Emergency Vehicle Operations
 - 6. INV-7010 Critical Incidents
 - 7. INV-7013 Evidence Handling
 - 8. INV-7014 Procession of Property Seized for Administrative Forfeiture
 - 9. INV-7015 Inventory of Seized Impounded Vehicles
 - 10. INV-7016 Consumption of Alcoholic Beverages
 - 11. INV-7017 Reverse Undercover Drug Operations
 - 12. INV-7020 Radio Communications
 - 13. INV-7022 Cellular Exploitation Equipment
 - 14. INV-7026 Online Resources and Social Media in Investigative Activities
 - 15. INV-7030 Consular Notification
 - 16. INV-7033 Unmanned Aircraft Systems
 - 17. INV-7034 Conflicts of Interest
 - 18. INV-7035 Search Warrants for Nighttime and/or Unannounced Entry
 - 19. INV-7037 Body Worn Cameras
- P. While conducting VCRU activities, adhere to required policies, operations plans, or other operational guidance issued by the SAIC/ASAICs, including new policies governing VCRU activities as directed.
- Q. Assigned Investigators must comply with the use of force provisions of their home agency's policies/procedures. Assigned Investigators must also comply with directives issued by the SAIC/ASAICs. In the event of a conflict between the use of force requirements of the Assigned Investigator's home agency policy, and the policies or directives of the VCRU, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Assigned Investigators will confer with the VCRU SAIC/ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.

- R. Utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- S. Submit all requests in the requested format for reimbursement in a timely manner to the SAIC.

4. Responsibilities of the BCA. The aforementioned approach will be implemented via the performance of the following activities by the BCA:

- A. The BCA will provide the VCRU with a BCA Special Agent in Charge to serve as the SAIC of the VCRU.
- B. Provide guidance and training, as appropriate, on all VCRU standards to be followed by the Governmental Unit, Assigned Investigators, and Assigned Employees.
- C. Review, approve or decline, or request additional information on appropriately submitted and pre-approved reimbursement requests, within three (3) business days of receipt.
- D. Provide reimbursement within thirty (30) business days of the appropriately submitted and pre-approved reimbursement requests directly to the Governmental Unit.
- E. Provide supplies and equipment to Assigned Investigators and Assigned Employees. Supplies issued to Assigned Investigators include, but are not limited to, a squad vehicle, a body worn camera, a computer, a cellular phone, and office supplies. Supplies issued to civilian Assigned Employees include, but are not limited to, a computer, a cellular phone, and office supplies. Supplies issued to Assigned Investigators and Assigned Employees remain the property of the State of Minnesota, and shall be remitted back to the BCA when the Assigned Investigator or Assigned Employee leaves the VCRU.
- F. Provide copies of body worn camera footage that captures or documents the activities of the Governmental Unit's Assigned Investigator for purposes of internal review/investigation by the Governmental Unit, upon request of the Assigned Investigator's chief law enforcement officer. Body worn camera recordings shall be treated in accordance with the Minnesota Government Data Practices Act, the premature disclosure of which could reasonably be expected to interfere with criminal investigation and prosecution. The Governmental Unit shall not further disseminate the recording(s) beyond the Governmental Unit or release to the public without consultation with the BCA.
- G. Provide evidence storage at BCA headquarters or a BCA-approved secure facility.
- H. Proceeds from assets seized through VCRU activities and forfeited through judicial proceedings shall be maintained in a separate fund administered by the state, for purposes of offsetting equipment expenses, future salaries, and other expenses incurred by the VCRU. The BCA retains the right to distribute proceeds from forfeited assets to the Governmental Unit at its discretion.

5. Standards of the Governmental Unit. The following standards must be met by the Governmental

Unit, each Assigned Investigator, and each Assigned Employee:

- A. Assigned Investigators must be licensed peace officers in good standing with the Minnesota Peace Officer's Standards and Training Board (POST). Assigned Investigators and Assigned Employees must be in good standing with their home agency.
- B. Assigned investigators and Assigned Employees must be skilled in a broad array of investigative technologies and techniques, to be used as appropriate, throughout their work with the VCRU.
- C. Assigned Investigators and Assigned Employees must utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC/ASAICs.
- D. Assigned Investigators and Assigned Employees will follow all applicable and appropriate state and/or federal laws in all VCRU-related activities.
- E. Assigned Investigators and Assigned Employees must be employed by the Governmental Unit.
- F. Assigned Investigators and Assigned Employees must follow best law enforcement practices in the discharge of their VCRU duties, conducting themselves with the highest degree of professionalism, avoiding any conflicts of interest, and conducting their activities impartially.

6. **Employment Relationship.** This agreement does not create an employment relationship between the Assigned Investigators and/or Assigned Employees and the BCA. All Assigned Investigators & Assigned Employees from the Governmental Unit shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member, regardless of their participation in VCRU activities. All services, duties, acts or omissions performed by the Assigned Employee or Assigned Investigator will be within the course and duty of their employment and, therefore, covered by any benefits or protections provided them as employees of the Governmental Unit. This includes, but is not limited to, workers compensation, health, and dental benefits. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities possessed by an Assigned Investigator and Assigned Employee of the Governmental Unit.

7. **Reimbursement of Expenses.** In order to obtain reimbursement for expenses associated with activities of the VCRU, the Governmental Unit must:

- A. Submit a written request, in the appropriate format, for pre-approval of the reimbursement for funds expended as a result of the activities of the VCRU.
- B. If and when this pre-approval is received, the Governmental Unit may expend funds to be reimbursed within the limitations of the pre-approval.
- C. In order to receive reimbursement following this expenditure, the Governmental Unit

must supply original receipts to be reimbursed on the aforementioned pre-approvals.

8. Authorized Representatives.

The BCA's Authorized Representative is the individual noted below, or his/her successor:

Name: Scott Mueller, Deputy Superintendent
Address: Department of Public Safety, Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651-793-1129
Email: Scott.D.Mueller@state.mn.us

The Governmental Unit's Authorized Representative is the individual noted below or his/her successor:

Name: Erika Scheider, Chief of Police
Address: 2660 Civic Center Drive
Roseville, MN 55113
Telephone: 651-792-7213
Email: Erika.Scheider@cityofroseville.com

If the either of the Parties must change their Authorized Representative, notice must be provided, in writing, to the other party.

If either Authorized Representative will be unavailable for a significant period of time, a temporary Authorized Representative may be assigned via the same notice process.

9. Assignment, Amendments, Waiver, and Agreement Complete.

- A. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- B. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by both Parties, through their Authorized Representatives.
- C. **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- D. **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. **Liability.** The Parties agree that each will be responsible for its own acts, omissions, and/or the results thereof, to the extent permitted by law and shall not be responsible for the acts or omissions of any others, and/or the results thereof. The BCA's liability shall be governed by

provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

11. **Audits.** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor for a minimum of six (6) years from the end of this Agreement.
12. **Government Data Practices.** The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
 - A. If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings that result out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Expiration and Termination.** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the end of the 30 days. Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the VCRU SAIC all investigative equipment and supplies provided by the VCRU and/or the BCA.
15. **Survival of Terms.** The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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1) STATE ENCUMBRANCE VERIFICATION
Individual Certifies that funds have been encumbered as required
by Minnesota Statutes §§ 16A.15 and 16C.05

**2) DEPARTMENT OF PUBLIC SAFETY;
BUREAU OF CRIMINAL APPREHENSION**

Signed: _____

By: _____
(with delegated authority)

Date: _____

Title: _____

SWIFT
Number: _____ PO

Date: _____

3) GOVERNMENTAL UNIT
The Governmental Unit certifies that the appropriate person(s)
has (have) executed this Agreement on behalf of the
Governmental Unit and its jurisdictional government entity as
required by applicable articles, laws, by-laws, resolutions, or
ordinances.

4) COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

By: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MINNESOTA DEPARTMENT OF PUBLIC SAFETY BUREAU OF CRIMINAL APPREHENSION

VIOLENT CRIME REDUCTION SUPPORT INITIATIVE

The Minnesota Bureau of Criminal Apprehension (BCA) is requesting \$9,762,000 in fiscal year 2023 and \$9,145,000 ongoing to combat the rising level of violent crime in Minnesota. The request will support the creation of a Violent Crime Reduction Support Initiative within the BCA with additional personnel placed in the BCA's Forensic Science Services (FSS) Division and Investigations Division to develop and deliver further investigative, analytical and forensic support to the Minnesota criminal justice community. The request will also increase current capacity for forensic DNA testing to address the recent significant increase in evidence being submitted from violent crimes, including gun crimes, committed across the state.

This approach will have three main components to assist Minnesota law enforcement in combatting violent crime in partnership with education and prevention efforts:

1. A Violent Crime Support Unit within the BCA Forensic Science Services.
2. Analytical and operational support within the Criminal Information and Operations Section.
3. A violent crime investigative partnership to provide support to local agencies across the state investigating violent crimes, violent criminal organizations, and disrupting plots of mass violence before they occur.

The BCA provides specialized resources, analysis, and technical capabilities that are not available to all agencies across the state.

Forensic Science Services

The Violent Crime Support Unit within the BCA FSS will be developed and operated under the F.I.R.S.T approach, which will leverage the investigative power of Forensic Intelligence, Response, Support, and Testing aimed at addressing the increased demand for expedited release of investigative leads. This Unit will also expand the BCA's current capacity for front-end forensic testing such as Rapid DNA and the entry of firearms evidence into the National Integrated Ballistics Index Network (NIBIN). The increased demand for crime scene response will also be addressed and forensic intelligence capabilities will be expanded to facilitate complex violent crime case consultation and coordination.

Additional DNA scientists are also needed to increase the capacity of the DNA Section to the size necessary to effectively provide quality forensic testing on violent crime cases to the state of Minnesota, with an emphasis on gun crimes. Funding to enhance the capacity of the DNA Section of the laboratory would enable the BCA to address the growing backlog and reach a 30-day turnaround time for violent crimes.



The funding request is \$2,023,158 in FY23 and \$1,396,158 in FY24 and for all future fiscal years. This is a General Fund request and the ongoing cost per year represents 1.8% of the BCA's General Fund budget.

PERSONNEL

- 1) 2 Forensic Scientists to conduct DNA testing = \$250,000 annually
- 2) 1 Forensic Science Supervisor = \$150,000 annually
- 3) 3 Forensic Scientists for VCSU = \$375,000 annually
- 4) 3 Forensic Technicians to support NIBIN effort = \$270,000 annually
- 5) 2 Criminal Intelligence Analysts for VCSU = \$213,158 annually
- 6) Training and continuing education for additional staff = \$13,000 annually

SPACE AND EQUIPMENT – ONE TIME FUNDING

- 1) IBIS Trax HD3D BrassTrax Equipment for NIBIN = \$300,000 in the first year
- 2) Renovation to support additional staff and capacity = \$200,000 in the first year
- 3) Equipment for additional DNA staff = \$26,000 in the first year
- 4) Equipment for additional NIBIN staff = \$69,000 in the first year
- 5) Equipment for VCSU staff = \$32,000 in the first year

ADDITIONAL EXPENSES

- 1) DNA supplies for additional caseload = \$75,000 annually
- 2) NIBIN maintenance = \$50,000 annually

Criminal Information and Operations

The Criminal Information and Operations Section within the BCA Investigations Division provides specialized support to all violent crimes (homicides, human trafficking, criminal sexual conduct, etc.) and financial crimes investigations. Additionally, the CIOS also provides analytical support for threats against public officials, faith-based institutions, schools, and other public safety related concerns. Analysts and other CIOS personnel are called back on to duty, on average, 12 times per month, delaying response times for analytical and operational support. An expansion of staffing and technology is needed to meet the current demands.

In order to address the increased demands for services, provide proper analytical support on a 24/7 basis to support agencies in identifying trends, disrupting threats, and supporting active criminal investigations, the BCA requires an investment of the following:

PERSONNEL

- 1) 14 Criminal Intelligence Analysts to provide 24/7 analysis, coverage and support = \$1,492,106 annually
- 2) 4 Special Agents to be assigned to the FBI Joint Terrorism Task Force = \$643,993 annually

ADDITIONAL EXPENSES

- 1) Phone, computers, vehicles and maintenance, radios, software, and training = \$246,200 annually

The funding request is \$2,382,299.04 in FY 23 and \$2, 382,299.04 in FY 24 and for all future fiscal years. This is a General Fund request and the ongoing cost per year represents 3.1% of the BCA's budget.

Partnerships

The Violent Crime Reduction Partnership would be a new statewide initiative to utilize partnerships with BCA leadership to address violent crime as it ebbs and flows across the state of Minnesota. With the current challenges with police staffing in many agencies this initiative would combine full-time BCA agents, analysts, and other personnel to provide assistance to communities combatting violent crime through an information driven approach to precisely target only those who are committing violent acts in those communities. In addition, due to challenges with staffing additional funding would be provided to partner agencies funding support for personnel to be assigned to this initiative. In order to achieve this an investment of the following is necessary:

PERSONNEL

- 1) 1 Special Agent in Charge = \$194,315.55 annually
- 2) 1 Assistant Special Agent in Charge = \$177,300.27 annually
- 3) 8 Special Agents = \$1,287,986.08 annually
- 4) 2 Civilian Criminal Intelligence Analysts = \$213,158 annually
- 5) 3 Victim, Family and Community Services Coordinator = \$390,000 annually

ADDITIONAL EXPENSES

- 1) Funding for personnel for participating agencies = \$1,800,000 annually
 - a. Funding for up to 10 peace officers and 4 civilian analysts from local partner agencies
- 2) Funding for an Assistant Attorney General and expenses = \$200,000 annually
- 3) Overtime = \$380,000 annually
- 4) Evidence purchase funds = \$100,000 annually
- 5) Vehicles and maintenance, phones, radios, computer equipment, supplies, and training = \$378,800 annually
- 6) Space rental to house up to 28 personnel to co-locate the partnership = \$250,000 annually

The funding request is \$5,371,559.90 in FY 23 and \$5,371,559.90 in FY 24 and for all future fiscal years. This is a General Fund request and the ongoing cost per year represents 6.8% of the BCA's budget.

This proposal will enable the BCA and all partner agencies to deliver a precision response to violent crimes incidents, addressing specific concerns instead of a generalized response.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.a.

Department Approval



City Manager Approval



Item Description: Approval of Payments

Background

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

Check Series #	Amount
ACH Payments	\$1,132,976.81
108287-108521	\$940,027.04
Total	\$2,073,003.85

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

Policy Objectives

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

Racial Equity Impact Summary

Not applicable.

Budget Implications

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

Staff Recommendations

Staff recommends approval of all payment of claims.

Requested Council Action

Motion to approve the payment of claims as submitted.

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Prepared by: Joshua Kent - Assistant Finance Director

Attachments: 1. Checks for Approval 01.29.2024

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Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 01/24/2024 - 12:36PM
 Date Range: 12/28/2023 - 01/23/2024
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	Alerus Financial NA - Non Bank	Prefunding of FLEX w/ New Vendor	01/08/2024	5,508.00
0	David R. Cantu-Non Bank	Benefit Reimbursement	01/08/2024	11,784.56
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	5,914.60
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	82,670.39
Total for Department: 00 General Function				105,877.55
Department: 01 General Government				
0	Adam's Pest Control Inc	Prevention Plus	01/03/2024	148.19
0	Amazon.com- CC	Desk Organizer	01/08/2024	349.25
0	Background Investigation Bureau - CC	Background checks	01/08/2024	297.67
0	Erickson, Bell, Beckman & Quinn P.A.	Professional Services and Disburseme	01/17/2024	14,676.00
0	Fikes, Inc.	Restroom Supplies	01/10/2024	91.88
0	Governmentjobs.com, Inc.	Insight Subscription fee 2024	01/10/2024	8,862.62
0	Greenhaven Printing	Business Cards - Spates, Sjostrom, Asl	01/03/2024	215.30
0	Innovative Office Solutions	Office Supplies	01/03/2024	514.24
0	League of MN Cities-CC	2023 Fall Forumns - R. Schroeder	12/28/2023	30.00
0	Mailchimp-CC	5000 standard contacts	01/08/2024	100.00
0	Mavericks-CC	Lunch w/ Mayor	12/28/2023	20.82
0	McGough Property Management, LLC	Management Fee	01/03/2024	3,256.00
0	McGough Property Management, LLC	Facility Management Service, Dec 202	01/10/2024	3,700.40
0	Metro-INET	Transfer of Ramsey Cty Library invoice	01/08/2024	2,000.00
0	Mystic Lake-CC	Conference Hotel	12/28/2023	356.07
0	Nasact-CC	OSA Seminar	01/08/2024	160.00
0	Nitti Sanitation-CC	Nov Sanitation Service	01/05/2024	776.11
0	Reference-CC	Driving Records	12/28/2023	43.00
0	Reference-CC	Drivers Records	01/08/2024	22.00
0	SignUpGenius-CC	Gold Annual Subscripton	12/28/2023	271.82
0	T Mobile-CC	Cell Phone - R. Boggs	12/28/2023	29.32
0	T Mobile-CC	Cell Phone	01/08/2024	29.37
0	Target- CC	Snacks for Spook Volunteers	01/05/2024	55.73
0	TimeSaver Off Site Secretarial, Inc.	Meetings Nov 14 - Dec 4	01/03/2024	945.50
0	TimeSaver Off Site Secretarial, Inc.	HRIEC Meeting 12/20/23	01/17/2024	234.50
0	US Bank-Non Bank	November 2023 Terminal charges	01/08/2024	30.60
0	VFW-CC	Lunch w/ Mayor Roe	01/08/2024	20.46
0	Volgistics-CC	Volunteer database	01/05/2024	234.00
108529	Craig Rapp, LLC	2024 Leadership Development Program	01/03/2024	3,000.00
108543	Huebsch, Inc.	Floor Mats	01/03/2024	1,072.45
108546	Kennedy & Graven, Chartered	RS160-00004 Cellular Leases, RS160-	01/03/2024	16,923.01
108566	Shred-N-Go, Inc.	Shredding Services thru Dec 2023	01/03/2024	71.89
108568	St. Paul Pioneer Press	Account 572528, Nov 2023	01/03/2024	497.35
108573	Trans Union, LLC	Credit Reports	01/03/2024	59.22
108585	American Flagpole & Flag Co.	Mobile Service Call to fix flagpole	01/10/2024	229.00
108586	Anchor Solar Investments, LLC	Solar Lease	01/10/2024	1,700.33
108587	API Garage Door	Labor/Lift Charge -Pub Works Door	01/10/2024	637.50
108625	Metropolitan Courier Corp.	Courier Services for Dec 2023	01/10/2024	791.39
108657	ARAMARK Services	Silver Water Filter	01/17/2024	566.25
108659	Bond Trust Services Corp.	2009A Paying Agent Fee, Term Bond]	01/17/2024	575.00
108675	Metro Cities	2024 Membership Dues	01/17/2024	10,465.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108682	Ramsey County	Election Services 2024	01/17/2024	24,269.00
108686	St. Paul Pioneer Press	Advertising	01/17/2024	23.03
Total for Department: 01 General Government				98,351.27
Department: 02 Public Safety				
0	Aldi-CC	Employee recognition	12/28/2023	40.00
0	Amazon.com- CC	Coffee filters	12/28/2023	790.22
0	Amazon.com- CC	Laptop bag strap	01/05/2024	658.51
0	Amazon.com- CC	Home ARP Grant - Vitamins	01/08/2024	642.51
0	Americinn Motel- CC	Explorers Conference	01/05/2024	1,729.60
0	Arrowwood Resort-CC	Conference Hotel	12/28/2023	234.52
0	Axon-CC	Camera Mount	12/28/2023	89.85
0	Axon-CC	Action Camera Mount	01/05/2024	149.75
0	BCA-CC	BCA Training Courses	01/08/2024	500.00
0	Best Buy-CC	USB Storage	01/05/2024	86.67
0	Blinds.com-CC	Blinds	01/08/2024	582.79
0	Brueggers Bagels- CC	Training Meal	12/28/2023	23.83
0	Burger Bar-CC	Conference meal	12/28/2023	29.30
0	Canal Park Lodge-CC	Conference Lodging	01/05/2024	854.40
0	Chipotle- CC	Training Meal	12/28/2023	43.90
0	Chipotle- CC	Training Meal	01/05/2024	85.53
0	Convention Center-CC	Parking for outreach	12/28/2023	15.00
0	Coro Medical-CC	AED	01/05/2024	637.25
0	Corporate Mark-CC	Clothing	01/05/2024	58.00
0	Costco-CC	Food/Supplies Instacart	12/28/2023	610.19
0	Costco-CC	Water, Granola, Coffee etc	01/05/2024	149.51
0	Costco-CC	Station Supplies	01/08/2024	284.00
0	Cub Foods- CC	Training Drinks	12/28/2023	18.54
0	Cub Foods- CC	Food/Bev for Training	01/05/2024	37.62
0	Cub Foods- CC	Home ARP Grant - Groceries	01/08/2024	32.94
0	Dairy Queen-CC	Training treats	12/28/2023	27.07
0	Days Inn-CC	Home ARP Grant Motel Room	01/05/2024	154.54
0	DECC Duluth-CC	Food - Explorers Conference	01/05/2024	89.66
0	Dollar Tree-CC	Home ARP Grant supplies	12/28/2023	43.14
0	Dollar Tree-CC	Personal Supplies - Home ARP Grant	01/08/2024	29.70
0	Donut Hut-CC	Donuts -Training	01/08/2024	33.65
0	Ebay Inc-CC	Radio Equipment	12/28/2023	137.31
0	Emergency Automotive Tech Inc	2021 Chevy Tahoe SSV Unit 0602	01/03/2024	1,935.96
0	Emergency Automotive Tech Inc	2023 Toyota Rav 4 - Seat Covers	01/10/2024	583.49
0	FBI Leeda-CC	Training Course	01/05/2024	2,385.00
0	Five Guys-CC	Training Meal	12/28/2023	93.87
0	Frontiersman Sports-CC	Training - ammo	01/05/2024	39.92
0	Global Industrial-CC	Whiteboard	01/05/2024	136.45
0	Glock Professional Inc-CC	Glock Training Class	01/08/2024	250.00
0	Goodwill-CC	Training Items	12/28/2023	80.05
0	Grandmas Saloon-CC	Conf. Meal	01/05/2024	26.00
0	Greenhaven Printing	Business Cards - C. Marston	01/10/2024	110.90
0	Hey Dude Shoes-CC	Uniform Boots	12/28/2023	79.99
0	Home Depot- CC	Safety Glasses	01/05/2024	92.55
0	Home Depot- CC	Operation Supplies	01/08/2024	250.07
0	House of Coates-CC	Training Meal	12/28/2023	47.34
0	HudsonNews-CC	Water	12/28/2023	3.09
0	IAAI-CC	Membership renewal	01/08/2024	103.00
0	Ikea-CC	Training Supplies	12/28/2023	31.98
0	Innovative Office Solutions	Office Supplies	01/03/2024	274.83
0	Instacart-CC	Home ARP Grant - groceries	01/05/2024	84.39
0	IStorage Blaine-CC	Home Arp Grant	01/05/2024	119.00
0	Jefferson Fire & Safety, Inc.	Paul Conway Mini Key Chain	01/10/2024	323.24
0	Jefferson Fire & Safety, Inc.	Conway Shield Wide Body	01/17/2024	261.74
0	Jersey Mikes Subs-CC	Training Meal	12/28/2023	72.75
0	Jimmy John's- CC	First Resp Training Meal	12/28/2023	471.79
0	Jimmy John's- CC	Training Meal	01/05/2024	237.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Keys Cafe & Bakery-CC	Training Meal	12/28/2023	122.41
0	Keys Cafe & Bakery-CC	Training Meal	01/05/2024	473.09
0	KwikTrip-CC	Fuel - Explorers conference	01/05/2024	50.01
0	La Tapatia-CC	Training Meal	12/28/2023	151.33
0	Lake Avenue Restaurant-CC	Conf Meal	01/05/2024	33.00
0	LexisNexis-CC	LexisNexis Risk Training	01/05/2024	1,000.00
0	License Center-Non Bank	Tab Renewals for Two PD Vehicles	01/08/2024	30.50
0	Little Angies-CC	Conf. Meal	01/05/2024	34.00
0	Lunds & Byerlys-CC	Water	12/28/2023	12.58
0	Marriott-CC	Parking	01/08/2024	15.00
0	Masa Consulting, Inc.	Mental Health support services for De	01/10/2024	4,300.00
0	McDonalds-CC	Conference Meal	12/28/2023	9.23
0	Menards-CC	Paint, batteries, supplies	12/28/2023	189.50
0	MESH-CC	Training Course	12/28/2023	30.00
0	Metro Transit-CC	Home ARP Grant - ride card	12/28/2023	20.00
0	Metro Transit-CC	Transit Cards	01/08/2024	100.00
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	2,160.04
0	MN Chiefs of Police-CC	Training Series	01/08/2024	600.00
0	Mn Law Enforcement-CC	Conference Fee	12/28/2023	520.00
0	MN State Colleges-CC	PD TRaining	12/28/2023	318.00
0	Motel 6 - CC	Home ARP Grant motel room	12/28/2023	149.38
0	Motel 6 - CC	Home ARP Grant - Motel Room	01/05/2024	155.61
0	Motel 6 - CC	Motel Rooms - Home ARP Grant	01/08/2024	304.99
0	MSP Airport-CC	Parking - Denver Conference	12/28/2023	72.00
0	Nitti Sanitation-CC	Nov Sanitation Service	01/05/2024	230.74
0	Office Depot- CC	USB Drives	01/08/2024	219.25
0	Onsite Apparel-CC	Investigations Jackets	01/08/2024	350.00
0	Parking Ramp-CC	Parking - Explorers Conf Duluth	01/05/2024	8.00
0	PLEAA-CC	PLEAA TRaining	12/28/2023	41.20
0	PLEAA-CC	Membership Dues	01/05/2024	140.00
0	Royal Canin-CC	K9 Dog food	01/05/2024	490.00
0	Safe Life Defense-CC	Vests for CSO's	12/28/2023	554.57
0	SFM-Non Bank	Fire Idemnity	01/08/2024	5,650.20
0	Sportsmans Guide-CC	Vehicle Safes	01/08/2024	217.00
0	Streicher's	Training Supplies - Z. Wiesner	01/10/2024	1,901.97
0	Suburban Ace Hardware-CC	Tape/Wire	12/28/2023	145.08
0	Suburban Ace Hardware-CC	Power Equip Parts	01/05/2024	6.99
0	Target- CC	Home Arp Grant grocery	12/28/2023	433.66
0	Target- CC	Home ARP Grant	01/05/2024	43.30
0	Target- CC	Office Supplies	01/08/2024	34.57
0	Trader Joe's - CC	Home ARP Grant - Gift Card	01/08/2024	50.00
0	U of M Duluth Athletics-CC	Explorers - UMD Hockey Game	12/28/2023	125.00
0	Uber-CC	Home ARP Grant ride	12/28/2023	7.00
0	UPS Store- CC	shipping	01/05/2024	12.73
0	Walgreens-CC	Home ARP Grant rx	12/28/2023	20.69
0	Walmart-CC	Training Supplies	01/05/2024	64.77
0	Wonderful Muffler Man-CC	Labor	01/08/2024	165.03
0	Yale Mechanical	Boiler Repairs	01/10/2024	838.05
108524	Aspen Mills Inc.	Clothing - P. Schultz	01/03/2024	437.76
108540	Group Health Non-Patient A/R	EZ I/O Drivers	01/03/2024	300.00
108572	Target Solutions Learning, LLC	Professional Services 2024 Billing	01/03/2024	9,479.96
108577	Verizon	Account 487223064-00001 Dec 2023	01/03/2024	40.01
108583	2nd Wind Exercise Equipment, Inc.	Travel and Labor	01/10/2024	194.00
108586	Anchor Solar Investments, LLC	Solar Lease	01/10/2024	371.91
108589	Aspen Mills Inc.	Clothing - D. Brosnahan	01/10/2024	843.74
108590	AT&T Mobility	Wireless Services, Acct 28728417152	01/10/2024	782.37
108591	BDS Laundry Systems	Washer Repairs	01/10/2024	252.60
108595	Patti Breen	Reimbursement for lodging - CDBG F	01/10/2024	75.00
108602	Circle K Stores Inc.	December Washes	01/10/2024	45.50
108607	Galls, LLC	Patch Removal	01/10/2024	3,622.66
108621	Martin McAllister, Inc.	Public Safety Assessments	01/10/2024	2,500.00
108622	McKesson Medical-Surgical	Gloves	01/10/2024	310.10
108623	Metro Chief Fire Officers Assn.	2024 Dues, Roseville Fire Dept	01/10/2024	500.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108627	Minnesota Occupational Health	Questionnaires and Testing	01/10/2024	137.00
108633	Performance Plus LLC	Preplacement Exam, Screens	01/10/2024	1,354.00
108645	Storm Combatives Training and Consul	FIT March 11-15, 2024	01/10/2024	3,297.00
108656	All State Communications, Inc.	2023 Fire Alarm Inspection	01/17/2024	565.00
108658	Aspen Mills Inc.	Clothing - N. Sjostrom	01/17/2024	299.88
108664	CL Bensen Company, Inc.	Air Filters	01/17/2024	579.12
108665	Comcast	Services Jan 18 - Feb 17, 2024, Acct #	01/17/2024	111.42
108666	Dell Marketing, L.P.	New Desktop - K. Eckert	01/17/2024	1,535.40
108671	John Alan Roberto	Appreciation Award - Richard Houck	01/17/2024	70.00
108674	McKesson Medical-Surgical	Narcan Nasal Spr	01/17/2024	4,410.60
108691	Verizon	Account #542259159-00001, Nov 9 - 1	01/17/2024	3,789.12
Total for Department: 02 Public Safety				75,498.93
Department: 03 Public Works				
0	AGKITS-CC	Front Crank Seal	01/05/2024	55.18
0	Amazon.com- CC	Engineer Rulers and Tape Measures	12/28/2023	126.20
0	Amazon.com- CC	Fuel Filter	01/05/2024	104.63
0	Amazon.com- CC	Brake tool	01/08/2024	75.85
0	Apple-CC	iCloud storage	01/05/2024	1.98
0	City of St. Paul	Asphalt Mix - 4A	01/17/2024	1,959.98
0	Corporate Connection, Inc.	Clothing - D. Stevens	01/10/2024	217.26
0	Drop Box-CC	Storage fee	01/08/2024	119.88
0	Factory Motor Parts, Co.	CCA840 RC145	01/03/2024	294.06
0	Factory Motor Parts, Co.	Center/Drag Link	01/10/2024	212.47
0	Factory Motor Parts, Co.	CCA840 RC145	01/17/2024	441.09
0	Fastenal Company Inc.	Vehicle Supplies	01/10/2024	99.74
0	FleetPride	Domestic Steel	01/10/2024	4.32
0	Fusion Learning Partners-CC	CEAM Conference & Membership Re	01/05/2024	520.00
0	Fusion Learning Partners-CC	CEAM Conference & Membership	01/08/2024	520.00
0	Harbor Freight Tools-CC	Socket Tray, Putty Knives	12/28/2023	89.90
0	Harbor Freight Tools-CC	Tools	01/05/2024	47.59
0	Home Depot- CC	Oil	12/28/2023	97.05
0	Innovative Office Solutions	Office Supplies	01/03/2024	155.70
0	MacQueen Equipment	Hose End Wld - 8"	01/03/2024	271.39
0	Mansfield Oil Company of Gainesville,	Dyed ULS1 Coldflow	01/03/2024	30,865.65
0	Mansfield Oil Company of Gainesville,	CONV 87 OCT E-10	01/17/2024	11,445.49
0	Menards-CC	Crack Filler	12/28/2023	11.89
0	Menards-CC	Trash Can, Jack	01/05/2024	54.11
0	Midway Ford Co.	Booster, Lift Asy	01/03/2024	352.96
0	MN Dept of Revenue-Non Bank	November 2023 Fuel Tax	01/08/2024	262.20
0	MN State Colleges-CC	Concrete Field Inspector Recertificat	12/28/2023	750.00
0	MN State Colleges-CC	Aggregate Production Tester	01/08/2024	500.00
0	Nick Picha	Reimbursement - Commercial Drivers l	01/10/2024	61.29
0	Premium Waters Inc	Monthly Jan 2024	01/10/2024	6.40
0	Pulstar-CC	Antennas for snow plows - Pub Works	12/28/2023	231.97
0	Rigid Hitch Incorporated	Power Jack - Fulton	01/10/2024	572.83
0	SFM-Non Bank	Streets Idemnity	01/08/2024	1,115.01
0	Snap On-CC	Oper. Supplies	12/28/2023	82.80
0	Snap On-CC	Hose Clamp Pliers	01/05/2024	78.00
0	Snap On-CC	Twister Airhammer pulling kit	01/08/2024	390.00
0	Suburban Ace Hardware-CC	Grass Seed	12/28/2023	149.97
0	Suburban Ace Hardware-CC	Knee Pad, hand transplanter, spade dr	01/05/2024	88.32
0	Suburban Ace Hardware-CC	Labor	01/08/2024	150.00
0	T Mobile-CC	Cell Phones	12/28/2023	483.51
0	T Mobile-CC	Cell Phones	01/08/2024	476.38
0	Terminal Supply-CC	Vehicle Supplies	01/05/2024	268.38
0	Verizon-CC	Cell phones	01/08/2024	-163.52
0	Xcel Energy	Xcel December Billings	01/17/2024	4,746.81
0	Ziegler Inc	Blade As:	01/10/2024	167.79
108522	Allstate Peterbilt of South St. Paul	Element- Cabin Air	01/03/2024	28.48
108527	Cintas Corporation	Clothing	01/03/2024	42.70
108533	Earl F. Andersen, Inc.	Bare Aluminum Blank	01/03/2024	280.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108538	Grainger Inc	Spray Paint	01/03/2024	52.33
108544	Jeff Belzers Roseville Chrysler Dodge	2021 Dodge Durango Repairs, Squad 1	01/03/2024	1,305.80
108551	Leadership Growth Group, LLC	2024 Leadership Growth Group Series	01/03/2024	600.00
108598	CES Imaging	SSP Minimum	01/10/2024	40.00
108601	Cintas Corporation	Clothing	01/10/2024	42.70
108603	Compass Minerals America, Inc	Bulk Coarse LA - HWY	01/10/2024	19,237.30
108610	Grainger Inc	Cone Bur, Cylinder Bur	01/10/2024	95.64
108626	Minneapolis Saw Company, Inc.	Advancecut Saw Chain	01/10/2024	161.40
108634	Precise MRM, LLC	10MB Flat Data Plan US with NAF	01/10/2024	744.00
108635	Precision Landscape & Tree,Inc	Tree Removal	01/10/2024	616.00
108647	Towmaster	Swich Solenoid Cont Duty SPST	01/10/2024	96.22
108648	Transwest	Repairs to Freightliner 114SD, unit CF	01/10/2024	597.99
108650	Universal Truck Service, LLC	Repairs on 2012 International SA525	01/10/2024	4,795.74
108663	Cintas Corporation	Clothing	01/17/2024	85.40
108670	Jeff Belzers Roseville Chrysler Dodge	Repairs - 2022 Dodge Durango	01/17/2024	459.55
108677	MSSA	2 Annual Memberships	01/17/2024	150.00
108679	Newman Signs, Inc.	Signs	01/17/2024	1,211.77
108682	Ramsey County	Ramsey Co Fleet Support Fee for Dec	01/17/2024	109.20
108687	Suburban Tire Wholesale, Inc.	Tires	01/17/2024	785.58
108689	Titan Machinery	Cylinder HYD	01/17/2024	1,467.67
Total for Department: 03 Public Works				91,567.98
Total for Fund:100 General Fund				371,295.73

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 General Fund Donations				
Department: 02 Public Safety				
0	AKC eCommerce-CC	Online registration	01/05/2024	49.99
0	Amazon.com- CC	Dog Training Items	12/28/2023	316.97
0	Amazon.com- CC	Dog Supplies	01/05/2024	304.36
0	Amazon.com- CC	Dog Bowl	01/08/2024	34.99
0	Blue-9 Pet-CC	Dog Supplies	01/05/2024	343.66
0	Cenex-CC	fuel	01/05/2024	34.00
0	Chuck & Dons-CC	Dog Supplies	01/05/2024	37.92
0	Chuck & Dons-CC	Dog Food	01/08/2024	18.96
0	Emergency Automotive Tech Inc	Custom Gear Safe Cabinet	01/17/2024	5,486.50
0	Fleet Farm-CC	Dog food	01/05/2024	19.32
0	La Tapatia-CC	Emp Recog. Meal	12/28/2023	119.10
0	McDonalds-CC	meal	01/05/2024	30.02
0	PayPal-CC	Clickers	12/28/2023	28.00
0	Petco-CC	Dog Supplies	01/05/2024	114.58
0	QuickTag-CC	K9 Supplies	01/05/2024	19.00
0	Rock Creek Crates-CC	Dog Supplies	01/05/2024	104.94
0	Uber-CC	Personal Purchase being repaid	01/05/2024	8.62
0	Zorbaz-CC	meal	01/05/2024	33.52
Total for Department: 02 Public Safety				7,104.45
Total for Fund:101 General Fund Donations				7,104.45

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	95.15
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	957.70
0	Short Elliott Hendrickson, Inc.	Alta Vista AT&T Generator	01/10/2024	7,646.11
0	Short Elliott Hendrickson, Inc.	Alta Vista AT&T Generator	01/17/2024	1,008.75
108594	Bilingual Child Care Eduction Center I	Erosion Control Escrow Refund EC23	01/10/2024	3,000.00
108596	Buell Consulting, Inc.	Return Cellular Tower Escrow	01/10/2024	376.00
108683	Rose of Sharon Manor, Inc.	Escrow Refund for Rose Place Townh	01/17/2024	7,767.50
Total for Department: 00 General Function				20,851.21
Department: 03 Public Works				
0	MN State Colleges-CC	Grading & Base Inspector Recertificat	12/28/2023	250.00
0	SRF Consulting Group, Inc.	Snelling Ped. Study, services though 1	01/17/2024	3,452.60
0	T Mobile-CC	Cell Phones	12/28/2023	7.63
0	T Mobile-CC	Cell Phones	01/08/2024	7.65
0	US Bank-Non Bank	November 2023 Terminal charges	01/08/2024	167.74
Total for Department: 03 Public Works				3,885.62
Total for Fund:103 Contracted Engineering Svcs				24,736.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 109 Information Technology				
Department: 01 General Government				
0	Metro-INET	Monthly IT Charges Jan 2024	01/17/2024	74,971.00
Total for Department: 01 General Government				74,971.00
Total for Fund:109 Information Technology				74,971.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	100.18
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	2,120.27
Total for Department: 00 General Function				2,220.45
Department: 01 General Government				
0	Adobe System-CC	Invoice 2577033045	12/28/2023	29.99
0	Adobe System-CC	10 assets a month	01/08/2024	29.99
0	Canva-CC	Canva Pro subscription	01/05/2024	119.40
0	League of MN Cities-CC	Training course - Ian Walesch	01/05/2024	30.00
0	Pioneer Press-CC	subscription	12/28/2023	23.65
0	Pioneer Press-CC	Subscription	01/08/2024	23.10
108691	Verizon	Account #542259159-00001, Nov 9 - 1	01/17/2024	87.94
Total for Department: 01 General Government				344.07
Total for Fund:110 Telecommunications				2,564.52

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 112 IT: Other Agency Operational				
Department: 01 General Government				
0	Metro-INET	Transfer of Ramsey Cty Library invoic	01/08/2024	1,000.00
Total for Department: 01 General Government				1,000.00
Total for Fund:112 IT: Other Agency Operational				1,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	420.66
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	11,218.00
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - November 2023	01/08/2024	5,646.02
108526	Central Park Foundation	Reimbursement for revenue take in. B	01/03/2024	212.00
Total for Department: 00 General Function				17,496.68
Department: 04 Recreation				
0	Alan Tsai	Speedskate Instructor - 7 sessions	01/10/2024	105.00
0	Aldi-CC	Sprouts Snacks	01/05/2024	10.77
0	Amazon.com- CC	Goodie Bags	12/28/2023	103.29
0	Amazon.com- CC	First Aid Supplies	01/05/2024	190.26
0	Amazon.com- CC	Animal Supplies/Clock	01/08/2024	88.32
0	Best Buy-CC	HDMI Cables	01/05/2024	130.03
0	Bryant McClelland	Mileage Reimbursement 12/16/23	01/03/2024	7.21
0	Canva-CC	Department Subscription	12/28/2023	119.40
0	Certified Laboratories, Inc.	Gloves	01/03/2024	238.60
0	Certified Laboratories, Inc.	Envirosan II Aerosol	01/10/2024	374.95
0	Chris Sonterre	Union Purchase Reimbursement	01/10/2024	242.99
0	Comcast-CC	Comcast - Autumn Grove Park	01/05/2024	304.32
0	Comcast-CC	Sandcastle park comcast services	01/08/2024	290.42
0	Cub Foods- CC	Camp Snacks	01/05/2024	12.98
0	Edward Nagel	Speedskate Instructor - 9 sessions	01/10/2024	135.00
0	Elena Stave	Speedskate Instructor - 8 sessions	01/10/2024	120.00
0	Eli Vicari	Speedskate Instructor - 5 sessions	01/10/2024	75.00
0	Elise Stave	Speedskate Instructor - 8 sessions	01/10/2024	120.00
0	Frattallones-CC	Corner Brace	12/28/2023	74.40
0	Frattallones-CC	Hooks	01/05/2024	13.45
0	Frattallones-CC	Supplies	01/08/2024	155.38
0	Inferno Dance-CC	Small group registration	01/08/2024	207.40
0	Keeley Whitcomb	Speedskate Instructor - 8 sessions	01/10/2024	120.00
0	Landon Bogee	Speedskate Instructor - 7 sessions	01/10/2024	105.00
0	Menards-CC	Distilled Water	12/28/2023	21.96
0	Menards-CC	Supplies	01/05/2024	32.99
0	Menards-CC	Supplies	01/08/2024	135.62
0	Metro Volleyball Officials	Fall Volleyball Weeks 10-12	01/03/2024	2,924.00
0	MIAMA-CC	2023 Annual Survey	01/05/2024	30.00
0	Michaels-CC	Frames	12/28/2023	24.56
0	Mood Media-CC	Mood Media Services Nov 2023	01/05/2024	73.50
0	MSP Airport-CC	Parking - NRPA Conference	12/28/2023	96.00
0	Nitti Sanitation-CC	Nov Sanitation Service	01/05/2024	566.34
0	Noodles & Co-CC	Staff Training	01/05/2024	20.50
0	Pickleball Central-CC	Pickleballs	01/08/2024	390.02
0	Piper Arcand	Speedskate Instructor - 8 sessions	01/10/2024	120.00
0	R & R Specialties of Wisconsin, Inc	Snow Breaker, Cylinder	01/10/2024	570.55
0	RGH Treasurer-CC	Advertising	01/05/2024	200.00
0	Staples-CC	Office Supplies	01/05/2024	74.62
0	Suburban Ace Hardware-CC	Plumbing	12/28/2023	6.44
0	Suburban Ace Hardware-CC	Hook	01/05/2024	2.99
0	Suburban Ace Hardware-CC	Caster/Batteries	01/08/2024	73.94
0	Taho Sportswear, Inc.	Fall softball additional shirts	01/10/2024	1,579.00
0	Voss Lighting	Lighting Supplies	01/03/2024	332.00
0	Walmart-CC	Cleaning Supplies	12/28/2023	74.06
0	Walmart-CC	Pumpkins	01/05/2024	59.56
0	Walmart-CC	Light Clips	01/08/2024	32.18
0	When I Work-CC	Small business Plan subscription	12/28/2023	90.00
0	When I Work-CC	Small Business Plan	01/08/2024	90.00
0	Willie McCray	Basketball 20 games 12/20/23	01/03/2024	1,550.00
0	Willie McCray	Basketball - 20 games Jan 3rd	01/10/2024	1,550.00
0	Xcel Energy	Xcel December Billings	01/17/2024	812.78

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108528	The Cleaning Authority, Inc.	December Monthly Cleaning	01/03/2024	3,855.60
108530	Definitive Technology Solutions, Inc.	Waste Toner	01/03/2024	84.00
108545	Lissa Keely	Announcing Services - 10 HS Hockey	01/03/2024	300.00
108548	Andrew Knutson	Announcing Services - 10 HS Hockey	01/03/2024	300.00
108555	MR Cutting Edge	Blade Sharpenings	01/03/2024	198.00
108558	On Site Companies-OSSTC	Portables	01/03/2024	584.00
108561	RAHS Boys Booster Club	Share of Consession Profits - 1st Half	01/03/2024	2,168.23
108562	RAHS Girls Booster Club	Share of Consession Profits - 1st Half	01/03/2024	1,763.54
108565	The Sherwin-Williams Company	Paint, Brushes	01/03/2024	224.77
108567	St. Croix Coffee Tea Company	Beverages for Sale	01/03/2024	550.93
108576	Joe Van Guildler	Announcing Services - 14 HS Hockey	01/03/2024	560.00
108580	Watson Company	Merchandise for Sale	01/03/2024	1,263.02
108584	AARP Driver Safety Program	4 hour refresher course ID AARP-C26	01/10/2024	120.00
108592	Robert James Bealke	DJ Service - Sweetheart Dance 2/23/24	01/10/2024	550.00
108599	Samuel Chamberlain	Speedskate Instructor - 4 sessions	01/10/2024	60.00
108605	Don's Firewood	Firewood	01/10/2024	285.00
108606	Fulton Productions	2024 Run for the Roses	01/10/2024	525.00
108611	Groth Music	Musical Supplies	01/10/2024	275.09
108613	ISI	Skater Fees	01/10/2024	69.00
108614	Daphne Jones	Birthday Party Refund	01/10/2024	54.19
108618	Little Saints Photography	Sweetheart Dance Photography 2/23/24	01/10/2024	300.00
108620	Noah Lopez	Speedskate Instructor - 7 sessions	01/10/2024	105.00
108631	Myron Daniel Russel Jr.	Board Ads	01/10/2024	680.00
108632	N-Flatables	Inflatable purchase	01/10/2024	2,294.90
108636	Proforma Colorwheel	Fleece 1/4 Zip	01/10/2024	786.70
108641	Shamrock Group, Inc.	Beverages for sale	01/10/2024	446.00
108642	St. Croix Coffee Tea Company	Beverages for sale	01/10/2024	1,197.94
108646	Total Mechanical Services, Inc.	Labor and Truck Charges	01/10/2024	3,084.25
108652	Watson Company	Concessions for Sale	01/10/2024	529.18
108653	Maxwell Weber	Speedskate Instructor - 9 sessions	01/10/2024	135.00
108654	Zerorez-Minneapolis	Carpet Cleaning	01/10/2024	508.01
108688	T Mobile	Account #967323742	01/17/2024	490.23
Total for Department: 04 Recreation				39,225.36
Total for Fund:200 Recreation Fund				56,722.04

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	307.18
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	6,821.67
Total for Department: 00 General Function				7,128.85
Department: 04 Recreation				
0	Batteries Plus-CC	Batteries	12/28/2023	33.12
0	Bill Norman	Union Purchase Reimbursement - Wor	01/03/2024	242.99
0	Certified Laboratories, Inc.	Grenadier Plus	01/03/2024	272.95
0	Davis Lock & Safe-CC	Thumb Tune Up	01/05/2024	40.00
0	Frattallones-CC	Bulb Changer	01/05/2024	34.99
0	Frattallones-CC	Graffiti remover	01/08/2024	40.97
0	Gary Carlson Equip-CC	Post Driver	01/05/2024	76.00
0	Gertens Greenhouses-CC	Flowers	12/28/2023	44.98
0	Hugo Feed Mill-CC	Straw Bales	01/05/2024	215.00
0	Menards-CC	Operating Supplies	12/28/2023	211.60
0	Menards-CC	Air Filter	01/05/2024	256.43
0	Menards-CC	Gloves/Lumber	01/08/2024	239.94
0	Nitti Sanitation-CC	Nov Sanitation Service	01/05/2024	1,061.95
0	Orkin-CC	Door sweep replacement/pest control	01/08/2024	405.00
0	Suburban Ace Hardware-CC	Spray Paint/Roller	12/28/2023	15.97
0	Suburban Ace Hardware-CC	Caulk	01/05/2024	10.49
0	Suburban Ace Hardware-CC	Mouse Shield	01/08/2024	43.55
0	T Mobile-CC	Phone Supplies	12/28/2023	54.17
0	Total Tool	2024 Annual Crane and Hoist Inspecti	01/03/2024	180.00
0	Viking Electric -CC	Operating Supplies	01/05/2024	29.53
0	Voss Lighting-CC	Operating Supplies	01/05/2024	39.90
0	Wheeler Hardware-CC	Wall stop & holder	01/08/2024	70.64
0	Zoro Tools-CC	Flush Valve Kit	12/28/2023	22.39
108558	On Site Companies-OSSTC	Portables	01/03/2024	292.00
108574	Tri State Bobcat, Inc	Battery, Chain, Bar, Saw Haed, Tele P	01/03/2024	1,196.00
108577	Verizon	Account 487223064-00001 Dec 2023	01/03/2024	390.91
108688	T Mobile	Account #967323742	01/17/2024	329.79
Total for Department: 04 Recreation				5,851.26
Total for Fund:204 P & R Contract Maintenance				12,980.11

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 221 Municipal Jazz Band				
Department: 04 Recreation				
108564	Richfield Bus Company	RSVL Big Band to Carlton College 2/	01/03/2024	950.00
Total for Department: 04 Recreation				950.00
Total for Fund:221 Municipal Jazz Band				950.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	620.32
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	7,949.73
0	Mn Dept of Labor-CC	Building Permit Surcharge	01/08/2024	3,876.02
Total for Department: 00 General Function				12,446.07
Department: 02 Public Safety				
0	Amazon.com- CC	Training supplies	12/28/2023	873.48
0	Amazon.com- CC	Coffee/Labels	01/05/2024	938.05
0	Amazon.com- CC	Cleaning Cloths/Screwdriver kit	01/08/2024	205.85
0	Innovative Office Solutions	Office Supplies	01/03/2024	54.58
0	OTW Party Events-CC	Fradulent Charges	01/08/2024	661.55
0	T Mobile-CC	Inspector Cell Phones	12/28/2023	280.90
0	T Mobile-CC	Inspector Cell Phones	01/05/2024	281.44
0	Tokle Inspections, Inc.	December 2023 Electrical Inspections	01/10/2024	7,721.60
0	US Bank-Non Bank	November 2023 Terminal charges	01/08/2024	2,966.45
108531	Dell Marketing, L.P.	Desktop Computer - J. Rosemeyer, Op	01/03/2024	808.85
108577	Verizon	Account 487223064-00001 Dec 2023	01/03/2024	52.00
Total for Department: 02 Public Safety				14,844.75
Department: 10 Community Development				
108686	St. Paul Pioneer Press	Advertising	01/17/2024	75.46
Total for Department: 10 Community Development				75.46
Total for Fund:260 Community Development				27,366.28

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	501.22
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	9,870.61
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - November 2023	01/08/2024	2,030.73
Total for Department: 00 General Function				12,402.56
Department: 01 General Government				
0	Alex Frederick	Mileage Reimbursement 11/30 - 12/21	01/03/2024	39.96
0	Amazon.com- CC	Office Supplies	12/28/2023	102.84
0	Amazon.com- CC	Picture Frames	01/05/2024	58.45
0	Amazon.com- CC	Magnetic Locator	01/08/2024	83.69
0	Amy Kolasa	Mileage Reimbursement 9/21-11/21/2	01/10/2024	46.51
0	Driver License Guide-CC	ID Checking Guides	12/28/2023	54.00
0	Elsa Barreda	Mileage Reimbursement 8/24 - 12/5/2	01/17/2024	31.44
0	Fikes, Inc.	Restroom Supplies	01/10/2024	22.97
0	Full Slate-CC	Renewal of unlimited appointments	01/05/2024	49.95
0	Imaging Spectrum-CC	Passport Photo Paper/Holders	01/05/2024	2,206.48
0	Imaging Spectrum-CC	Passport photo holders	01/08/2024	680.42
0	Innovative Office Solutions	Office Supplies	01/03/2024	752.79
0	Mary Dracy	Mileage Reimbursement 12/4 - 12/29/	01/10/2024	154.84
0	McGough Property Management, LLC	Management Fee	01/03/2024	444.00
0	McGough Property Management, LLC	Facility Management Service, Dec 202	01/10/2024	504.60
0	Minn Cor Industries-CC	Duplicate Titles	01/05/2024	280.00
0	Mydriversmanuals-CC	CDL Manuals	01/08/2024	237.13
0	SPS Works-CC	Seals	01/08/2024	266.73
0	TimeKettle Tech-CC	Op Supplies	01/05/2024	304.99
0	Uline-CC	Take a number tabs	01/05/2024	188.29
0	USPS-CC	Postage	12/28/2023	1,114.65
0	USPS-CC	Postage	01/05/2024	979.97
0	USPS-CC	Postage	01/08/2024	929.86
0	Vicki Linnell	Mileage Reimbursement 8/16 - 12/27/	01/03/2024	187.36
0	Xcel Energy	Xcel December Billings	01/17/2024	854.48
108543	Huebsch, Inc.	Floor Mats	01/03/2024	609.32
108553	MDRA-MN Deputy Registrars Assoc.	MDRA Annual Dues 2024	01/03/2024	1,210.00
108566	Shred-N-Go, Inc.	Shredding Services thru Dec 2023	01/03/2024	131.89
108667	Distinctive Window Cleaning Company	License Center Window Cleaning, No	01/17/2024	90.00
Total for Department: 01 General Government				12,617.61
Total for Fund:265 License Center				25,020.17

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	3.75
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	60.26
Total for Department: 00 General Function				64.01
Department: 01 General Government				
0	Roseville Community Foundation	Lawful Gambling Proceeds Q4 2023	01/10/2024	7,000.00
Total for Department: 01 General Government				7,000.00
Total for Fund:270 Charitable Gambling				7,064.01

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 271 Special "10" Fund				
Department: 01 General Government				
0	Roseville Community Foundation	Lawful Gambling Proceeds Q4 2023	01/10/2024	28,311.86
Total for Department: 01 General Government				28,311.86
Total for Fund:271 Special "10" Fund				28,311.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 282				
Department: 25				
0	Land Title, Inc-Non Bank	Land Trust Home closing on 2574 Dur	01/08/2024	80,000.00
Total for Department: 25				80,000.00
Total for Fund:282				80,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 02 Public Safety				
108691	Verizon	Account #542259159-00001, Nov 9 - 1	01/17/2024	50.85
Total for Department: 02 Public Safety				50.85
Total for Fund:290 Police Forfeiture Fund				50.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Grants				
Department: 02 Public Safety				
0	Bridget VanDanacker	Tuition Reimbursement 8/22 - 12/14/2	01/10/2024	2,513.41
0	Streicher's	Uniform - B. Vandanacker	01/10/2024	159.99
Total for Department: 02 Public Safety				2,673.40
Total for Fund:295 Police Grants				2,673.40

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
0	Brownells- CC	Rifle Parts	01/05/2024	340.40
0	City of St. Paul	PDI Course Basic and Dector K9	01/17/2024	4,775.47
0	Crye Precision-CC	SWAT Gear	01/05/2024	339.82
0	Mystery Ranch - CC	SWAT Backpacks	12/28/2023	473.00
0	Palmetto State Armory-CC	Sidearm parts	12/28/2023	227.48
0	Pelican Products-CC	SWAT Case	12/28/2023	156.55
0	Redback One-CC	Swat Purchase	01/08/2024	64.90
108582	Rudy Luther's White Bear Motors, Inc	2024 Subaru Ascent	01/10/2024	34,492.00
108607	Galls, LLC	Tactical Gear	01/10/2024	254.00
108640	Rudy Luther's White Bear Motors, Inc	2024 Subaru Outback	01/10/2024	29,307.00
Total for Department: 02 Public Safety				70,430.62
Total for Fund:400 Police Vehicle Revolving				70,430.62

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
0	Amazon.com- CC	Pickleball Net	12/28/2023	234.99
0	Ancom Technical Center	Radio Equipment	01/03/2024	4,508.00
0	MacQueen Equipment	Supremeag	01/03/2024	1,236.23
0	Municipal Emergency Services Depositi	Custom Fire-Dex Turnout Coat/Pant	01/17/2024	3,708.10
108536	Floors By Beckers, LLC	Floor Cover & Installation	01/03/2024	3,725.00
108563	RAK Construction, Inc	Fire Wall Demo	01/03/2024	300.00
108630	Motorola Solutions, Inc.	APX6500 Enhanced 7/800 MHZ Mob	01/10/2024	13,092.48
Total for Department: 02 Public Safety				26,804.80
Total for Fund:401 Fire Vehicles Revolving				26,804.80

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 402 Parks & Recreation Vehicle Rev				
Department: 04 Recreation				
0	Cushman Motor Co Inc	Holder Tractor Sidewalk Machine and	01/03/2024	24,143.00
0	License Center-Non Bank	Registration Fees for 2024 GMC Sierr	01/08/2024	3,440.80
108680	North Country Chevrolet	2024 GMC Sierra 3500 Crew #517	01/17/2024	49,451.60
Total for Department: 04 Recreation				77,035.40
Total for Fund:402 Parks & Recreation Vehicle Rev				77,035.40

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 408 Pathway Maintenance Fund				
Department: 03 Public Works				
108550	Molly M. Krakowski	Independent Contractor Services Mari	01/03/2024	975.00
Total for Department: 03 Public Works				975.00
Total for Fund:408 Pathway Maintenance Fund				975.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
108604	Definitive Technology Solution, Inc.	Copier Rental	01/10/2024	3,208.31
108668	GreatAmerica Financial Services	Copier Rental	01/17/2024	332.00
Total for Department: 01 General Government				3,540.31
Total for Fund:409 Central Svcs Equip Revolving				3,540.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 411 Recreation Improvements				
Department: 04 Recreation				
108554	Midwest Groundcover	Installation of Engineered Wood Fiber	01/03/2024	2,500.00
108690	Tree Trust	Tree Removals and Plantings	01/17/2024	31,500.12
Total for Department: 04 Recreation				34,000.12
Total for Fund:411 Recreation Improvements				34,000.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 420 Tree Preservation Fund				
Department: 04 Recreation				
108690	Tree Trust	Tree Removals and Plantings	01/17/2024	10,800.00
Total for Department: 04 Recreation				10,800.00
Total for Fund:420 Tree Preservation Fund				10,800.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 590 Street Construction				
Department: 03 Public Works				
0	American Engineering Testing, Inc.	P-0006685 Cty Rd B Reconstruction P	01/17/2024	4,775.00
Total for Department: 03 Public Works				4,775.00
Total for Fund:590 Street Construction				4,775.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	178.69
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	1,632.11
Total for Department: 00 General Function				1,810.80
Department: 05 Sanitary Sewer				
0	Amazon.com- CC	Laptop stand, HDMI Cable	01/05/2024	37.04
0	Amazon.com- CC	Magnetic Locator	01/08/2024	576.06
0	Bluefin Payment Systems-Non Bank	November 2023 UB Payments.com Cf	01/08/2024	12,492.75
0	Bob Norby	CDL Class A License Renewal Reimbi	01/17/2024	46.75
0	City of Maplewood	Sewer - 4th Qtr 2023	01/10/2024	86,772.38
0	Corporate Connection, Inc.	Renewal of Employee Store Fee	01/10/2024	125.00
0	Frattallones-CC	SUPplies	01/05/2024	6.70
0	Gopher State One Call	Dec 2023 Total Billable Tickets 201	01/03/2024	90.45
0	InfoSend, Inc.	Postage/Services Dec 2023	01/10/2024	755.66
0	Jason Hill	Union Purchase Reimbursement	01/03/2024	243.99
0	Menards-CC	Operating Supplies	01/08/2024	21.56
0	Metropolitan Council	Waste Water Services Def Rev - Feb 2	01/03/2024	292,802.56
0	MN Pollution Control-CC	Training Certification	12/28/2023	56.18
0	MN Pollution Control-CC	Training Certification Admin	01/08/2024	56.18
0	Northern Tool & Equip- CC	Flathook Ratch	01/05/2024	47.55
0	Suburban Ace Hardware-CC	Supplies	01/05/2024	105.94
0	Suburban Ace Hardware-CC	Fastners	01/08/2024	23.49
0	T Mobile-CC	Cell Phones	12/28/2023	169.16
0	T Mobile-CC	Cell Phones	01/08/2024	166.55
0	TigerTough-CC	Seat Covers	12/28/2023	365.23
108549	KorTerra Inc.	Locate Management Standard through	01/03/2024	710.00
108615	City of Lauderdale	Sewer Reimbursement (Ras Pac Holdi	01/10/2024	542.62
108638	Railroad Management Co. III, LLC	License Fees Sewer 4/9/24 - 4/8/25	01/10/2024	758.28
108655	2277 Roseville West, LLC	PW Storage Lease Feb 2024	01/17/2024	1,722.43
Total for Department: 05 Sanitary Sewer				398,694.51
Total for Fund:600 Sanitary Sewer				400,505.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	Forest Lake Contracting, Inc.	Less Tax	01/03/2024	1,099.54
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	289.82
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	3,600.83
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - November 2023	01/08/2024	6,229.19
108525	BALD EAGLE BUILDERS INC	Refund Check 023652-000, 2239 CLI	01/03/2024	24.98
108534	Erosion Works	Meter Deposit	01/03/2024	1,048.89
108535	LAURA FARRELL	Refund Check 002740-000, 1154 ELI	01/03/2024	65.70
108537	Frattalone Companies	Less Tax	01/03/2024	2,183.41
108539	Great Northern Landscaping	Meter Deposit	01/03/2024	800.00
108547	JAMES KLEIN	Refund Check 006867-000, 2965 PAS	01/03/2024	190.53
108552	Margolis Co.	Meter Deposit	01/03/2024	5,999.57
108556	JUDITH NELSON	Refund Check 009120-000, 780 TERI	01/03/2024	186.94
108559	Peterson Companies	Meter Deposit	01/03/2024	1,099.67
108560	Rachel Contracting	Meter Deposit	01/03/2024	1,999.57
108569	Subsurface Construction	Less Tax	01/03/2024	1,092.70
108578	VVC, LLC	Less Tax	01/03/2024	783.74
108600	Chlorinated Water Supply	Hydrant Meter Refund	01/10/2024	1,081.60
108608	DANIEL & HEATHER GIESEL	Refund Check 022532-000, 1381 SKI	01/10/2024	164.18
108609	Goodmanson Construction, Inc.	Hydrant Meter Refund	01/10/2024	698.29
108628	MJ Electric	Hydrant Meter Refund	01/10/2024	1,096.58
108629	MN Dept of Health-Drinking Water Pr	Water Supply Service Connection Fee	01/10/2024	25,262.28
108649	TWIN CITIES HABITAT FOR HUMA	Refund Check 025619-000, 2574 DU	01/10/2024	161.07
108672	DANIEL JONES	Refund Check 023293-000, 415 SOU	01/17/2024	168.81
108676	DAWSON MODER	Refund Check 025419-000, 669 BELI	01/17/2024	188.66
108684	JOHN & TERESA SORBEL	Refund Check 014344-000, 2448 CHL	01/17/2024	412.70

Total for Department: 00 General Function

55,929.25

Department: 06 Water Fund

0	Amazon.com- CC	Magnetic Locator	01/08/2024	727.51
0	Apple-CC	iCloud storage	01/05/2024	0.99
0	Arden Hills-CC	CDL Test	01/08/2024	30.65
0	City of Roseville- Non Bank	Nov 2023 City Water Bills Due Dec 29	01/08/2024	11,256.89
0	Corporate Connection, Inc.	Renewal of Employee Store Fee	01/10/2024	125.00
0	Ferguson Waterworks #2518	Operating Supplies	01/03/2024	1,202.80
0	Forest Lake Contracting, Inc.	Less Meter Rental	01/03/2024	-46.30
0	General Industrial Supply Co.	New 3/8 Grade 100 SOS Reach	01/03/2024	88.25
0	General Industrial Supply Co.	Gloves, Pick Mattock 5lb handle	01/10/2024	223.09
0	Gopher State One Call	Dec 2023 Total Billable Tickets 201	01/03/2024	90.45
0	InfoSend, Inc.	Postage/Services Dec 2023	01/10/2024	755.65
0	Menards-CC	Operating Supplies	12/28/2023	101.96
0	Menards-CC	4x8's	01/05/2024	133.70
0	Menards-CC	Batteries/Supplies	01/08/2024	53.42
0	Metal Supermarkets	Cold Rolled Round Bar 1018	01/10/2024	118.84
0	Michael Ross	CDL Clas A Renewal Reimbursemnt	01/17/2024	46.75
0	Suburban Ace Hardware-CC	Kinfe Blades/Pliers	12/28/2023	34.98
0	Suburban Ace Hardware-CC	Curb Box Repair	01/05/2024	79.93
0	Suburban Ace Hardware-CC	PVC Flex Cap	01/08/2024	14.98
0	T Mobile-CC	Cell Phones	12/28/2023	192.50
0	T Mobile-CC	Cell Phones	01/08/2024	193.47
0	UPS Store- CC	Shipping	12/28/2023	14.58
0	Verizon-CC	Cell phones	01/08/2024	582.36
0	Walmart-CC	Water	01/05/2024	16.08
108534	Erosion Works	Less Water Charges	01/03/2024	-733.00
108537	Frattalone Companies	Less Meter Rental	01/03/2024	-278.68
108539	Great Northern Landscaping	Less Meter Rental	01/03/2024	-80.00
108541	Haberman Machine	Curb Box Keys	01/03/2024	1,600.00
108542	Holcim-MWR, Inc.	Road Base	01/03/2024	3,401.81
108549	KorTerra Inc.	Locate Management Standard through	01/03/2024	710.00
108552	Margolis Co.	Less Water Charges	01/03/2024	-105.11

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108559	Peterson Companies	Less Meter Rental	01/03/2024	-44.50
108560	Rachel Contracting	Less Water Charges	01/03/2024	-305.11
108569	Subsurface Construction	Less Water Charges	01/03/2024	-139.00
108570	SUSA	Ted Fish - 2024 Membership Registrat	01/03/2024	125.00
108571	T Mobile	Account #967323231, Mobile # 651-4	01/03/2024	35.85
108575	Twin City Water Clinic, Inc.	November Distribution Report	01/03/2024	680.00
108578	VVC, LLC	Less Water Charges	01/03/2024	-674.18
108579	Water Conservation Service, Inc.	December Leak Locates	01/03/2024	2,363.51
108597	Cemstone Products Co, Inc.	Concrete	01/10/2024	855.50
108600	Chlorinated Water Supply	Hydrant Meter Refund	01/10/2024	-259.73
108609	Goodmanson Construction, Inc.	Hydrant Meter Refund	01/10/2024	-60.44
108628	MJ Electric	Hydrant Meter Refund	01/10/2024	-80.88
108637	Q3 Contracting, Inc.	Road Signs	01/10/2024	241.50
108643	St. Paul Regional Water Services	December 2023 Water, Acct 0709535	01/10/2024	391,744.40
108655	2277 Roseville West, LLC	PW Storage Lease Feb 2024	01/17/2024	1,722.43
108662	Cemstone Products Co, Inc.	Waterbreak - 219 Wewers Rd	01/17/2024	657.50
Total for Department: 06 Water Fund				417,415.40
Total for Fund:610 Water Fund				473,344.65

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	210.37
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	1,090.50
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - November 2023	01/08/2024	818.06
Total for Department: 00 General Function				2,118.93
Department: 07 Golf Course				
0	A and L Superior Sod-CC	Sod	01/08/2024	152.00
0	Amazon.com- CC	Price tags and tag gun	12/28/2023	150.68
0	Amazon.com- CC	Laptop memory	01/08/2024	169.57
0	Fra-Dor Landscape Supplies - CC	Dirt	01/08/2024	34.14
0	Frattallones-CC	Key Blank	12/28/2023	2.59
0	Hejny Rental Inc-CC	Chipper Rental	01/05/2024	359.79
0	LTG Power Equipment-CC	Blade Scraper and Rotor	01/05/2024	96.45
0	LTG Power Equipment-CC	Spacer Blade Rotor	01/08/2024	18.92
0	Nitti Sanitation-CC	Nov Sanitation Service	01/05/2024	514.57
0	O'Reilly Automotive- CC	16oz Motor TRT	01/05/2024	62.55
0	Oriental Trading- CC	Program Supplies	01/08/2024	389.27
0	Steven Anderson	Mileage Reimbursement 7/19/23 - 12/	01/17/2024	164.41
0	Suburban Ace Hardware-CC	Oper. Supplies	12/28/2023	15.15
108523	Anderson Irrigation, Inc.	600 CFM Air Compressor	01/03/2024	375.00
108532	Dynamic Brands	Dual Tube Rental Cart - Titanium	01/03/2024	904.95
108660	Branded Bills, LLC	Custom Hats	01/17/2024	480.19
108688	T Mobile	Account #967323742	01/17/2024	71.30
Total for Department: 07 Golf Course				3,961.53
Total for Fund:620 Golf Course				6,080.46

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	183.30
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	2,906.80
Total for Department: 00 General Function				3,090.10
Department: 08 Storm Water				
0	City of Maplewood	Storm Drainage - 4th Qtr 2023	01/10/2024	7,700.05
0	Corporate Connection, Inc.	Renewal of Employee Store Fee	01/10/2024	125.00
0	Go Pro-CC	Renewal Subscription	01/05/2024	49.99
0	Gopher State One Call	Dec 2023 Total Billable Tickets 201	01/03/2024	90.45
0	InfoSend, Inc.	Postage/Services Dec 2023	01/10/2024	755.65
0	T Mobile-CC	Cell Phones	12/28/2023	66.83
0	T Mobile-CC	Cell Phones	01/08/2024	66.97
0	TimeSaver Off Site Secretarial, Inc.	Meetings Nov 14 - Dec 4	01/03/2024	272.25
0	U of M-CC	Design of Construction Recertification	01/05/2024	165.00
0	Verizon-CC	Cell phones	01/08/2024	33.24
108549	KorTerra Inc.	Locate Management Standard through	01/03/2024	710.00
108593	Benjamin Hammer	Fountain Cleaning Services Sept-Dec 1	01/10/2024	960.00
108612	Innovyze LLC	XPSTORM Premium Bundle SA InfoC	01/10/2024	3,943.00
108616	League of MN Cities	2024 MN Cities Stormwater Coalition	01/10/2024	1,740.00
108624	Metro Watershed Partners	2024 Membership: Clean Water MN a	01/10/2024	2,500.00
108639	Roadkill Animal Control	December 2023 Services	01/10/2024	154.00
108655	2277 Roseville West, LLC	PW Storage Lease Feb 2024	01/17/2024	1,722.43
Total for Department: 08 Storm Water				21,054.86
Total for Fund:640 Storm Drainage				24,144.96

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Environmental				
Department: 00 General Function				
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	31.67
Total for Department: 00 General Function				31.67
Department: 09 Recycle				
0	Eureka Recycling	Monthly Recycling Charge	01/03/2024	68,421.39
Total for Department: 09 Recycle				68,421.39
Total for Fund:650 Environmental				68,453.06

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 700 Workers Compensation				
Department: 00 General Function				
0	SFM-Non Bank	Skating Center Claims	01/08/2024	5,182.66
0	WCRA	PY2024 - Installment #1 Premium & 1	01/17/2024	7,162.93
108581	WC Special Compensation Fund	2023 2nd Half SCF Assessment	01/03/2024	29,855.83
Total for Department: 00 General Function				42,201.42
Total for Fund:700 Workers Compensation				42,201.42

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
0	Delta Dental Plan of Minnesota/DDMN	Dental Ins Premium December 2023	01/03/2024	10,598.54
108557	OECS - 170064	Safety Services for Jan 2024	01/03/2024	525.00
108588	Arthur Gallagher Risk Mgt. Services, L	2024-25 Sevice Fee	01/10/2024	16,222.50
108617	League of MN Cities Ins Trust P&C	Property/Casualty Coverage Premium,	01/10/2024	59,325.00
108644	Stericycle, Inc.	Steri-Safe Budget Subscription - Jan 2	01/10/2024	309.90
108673	League of MN Cities Ins Trust P&C	Claim# LMC CA 000000317967	01/17/2024	5,860.56
108681	OECS - 170064	Safety Services for Feb 24	01/17/2024	525.00
Total for Department: 00 General Function				93,366.50
Total for Fund:710 Risk Management				93,366.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Business Journal-CC	Subscription Renewal	01/08/2024	100.00
0	Golden Shovel Agency	Economic Gateway & Gatekeeper Ser	01/03/2024	1,050.00
0	LINA	Bill Reference 15688_120123, Accour	01/03/2024	54.78
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for Deceml	01/08/2024	1,263.54
108661	Bruce & Susan Calhoun	Sustainable Steward Award - Silver	01/17/2024	250.00
108669	James Rue & Susan Nelson	Sustainable Steward Award - Gold	01/17/2024	500.00
108678	John Mulley	Sustainable Steward Award - Bronze	01/17/2024	100.00
Total for Department: 00				3,318.32
Total for Fund:725 EDA Operating Fund				3,318.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 727 SE Roseville				
Department: 00 General Function				
108685	St. Paul Area Chamber of Commerce	Rice and Larpenteur December 2023 S	01/17/2024	10,416.67
Total for Department: 00 General Function				10,416.67
Total for Fund:727 SE Roseville				10,416.67

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.b.

Department Approval

City Manager Approval



Item Description: Approval of 2 Temporary Gambling Permits and 1 Massage Therapy Establishment 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:

Temporary Gambling Permit

Whitetails Unlimited: Twin Cities Chapter
17725 Nine Oaks Dr.
Spring Grove, MN 55974

Whitetails Unlimited is a non-profit group which is holding a raffle at the Doubletree by Hilton located at 2540 North Cleveland Ave. on March 9, 2024.

Temporary Gambling Permit

International Union of Operating Engineers, Local 49
2829 Anthony Lane South
Minneapolis, MN 55418

The International Union of Operating Engineers is a non-profit group which is holding a raffle at Midland Hills Country Club located at 2001 Fulham St. on July 15, 2024

Massage Therapy Establishment License

Kasinko Massage LLC
2489 Rice St.
Roseville, MN 55113

Policy Objectives

Required by City Code

Racial Equity Impact Summary

There is no anticipated racial equity impact.

Budget Implications

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

Staff Recommendations

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City

38 requirements. Staff recommends approval of the license(s).

39
40 **Requested Council Action**

41 Motion to approve the Temporary Gambling Permits for Whitetails Unlimited and the International Union
42 of Operating Engineers, and the Massage Therapy Establishment License for Kasinko Massage.

43
44 **Prepared by:** Katie Bruno

Attachments: 1. Application, Whitetails
2. Application, IUOE Local 49
3. Application, Kasinko Massage

45

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Whitetails Unlimited
Twin Cities Deer Camp
 Previous Gambling Permit Number: X- 93888-23-007
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: 17725 Nine Oaks Dr
 City: Spring Grove State: MN Zip: 55974 County: Houston
 Name of Chief Executive Officer (CEO): Chris Peterson
 CEO Daytime Phone: (567) 450-6256 CEO Email: cpeterson@whitetailsonline.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted:
 (for raffles, list the site where the drawing will take place): Doubletree by Hilton Roseville
 Physical Address (do not use P.O. box): 2540 N Cleveland Ave
 Check one:
☒ City: Roseville Zip: 55113 County: Ramsey
☐ Township: _____ Zip: _____ County: _____
 Date(s) of activity (for raffles, indicate the date of the drawing): March 9, 2024

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

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

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Chris Petersen Date: 1/16/24
(Signature must be CEO's signature; designee may not sign)

Print Name: Chris Petersen

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: International Union of Operating Engineers, Local 49 Previous Gambling Permit Number: X-X-93312-19-006

Minnesota Tax ID Number, if any: 8099149 (payroll purposes) Federal Employer ID Number (FEIN), if any: 41-0329340

Mailing Address: 2829 Anthony Lane South

City: Minneapolis State: MN Zip: 55418 County: Hennepin

Name of Chief Executive Officer (CEO): Jason George, Business Manager - Financial Secretary

CEO Daytime Phone: 612-788-9441 CEO Email: jgeorge@local49.org
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Midland Hills Country Club

Physical Address (do not use P.O. box): 2001 Fulham Street

Check one:
☒ City: Roseville Zip: MN County: Ramsey
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 7/15/2024

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

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

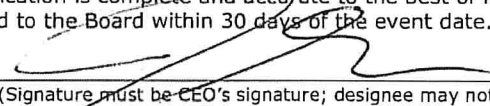
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized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

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

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

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 1-11-24
 (Signature must be CEO's signature; designee may not sign)

Print Name: Jason George, Business Manager - Financial Secretary

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

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

An equal opportunity employer



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

Massage Therapy Establishment Renewal License Application Part I

Type of applicant (Select only one)

- ☐ Individual, you own the business and have employees
☐ Sole Proprietorship, you own the business, and you are the only employee
☐ Partnership ☒ Corporation ☐ Other Organization

Legal Name of Licensee: KASINKO MASSAGE LLC

Business Name (dba) _____

Business Address 2489 RICE ST. ROSEVILLE, MN 55113

Business Phone (651) 560-680

Email Address KASINKOMASSAGE@GMAIL.COM

MN Tax ID 8006660 Federal Tax ID 87-1991731

Proof of Minnesota Tax Identification form

Applicant's Social Security Number [REDACTED]

Proof of Worker's Compensation Insurance:

Insurance Company Name AMTA Dates of Coverage 02/01/2024

Policy Number 0789955556

I am not required to have worker's compensation liability coverage because

☐ I have no employees covered by the law

☐ Other (Specify) _____

Section A: Applicant

Individual:

If applicable, complete this question and Part II Personal History form, then proceed to Section B.

Name KA LOK SEN

Partnership:

If applicable, complete the question for general and limited partners, then proceed to section B.

Part II Personal History form is required for each general partner.

First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

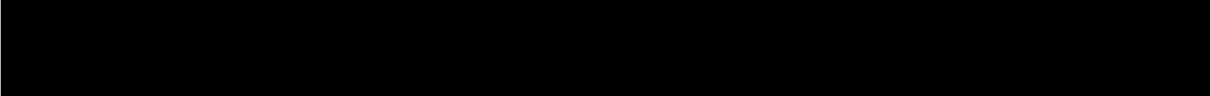
First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

Corporation/other organization:

If applicable, complete the questions, then proceed to Section B. Attach a copy of the Certificate of Incorporation

President

First Name KA Last Name LOR Middle Name SEN



Vice President

First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

Secretary

First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

Treasurer

First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

Section B: Persons in charge of licensed establishment

General Manager, proprietor, managing partner or any other individual or agent in charge of the establishment.

A Part II Personal History must be completed by each person listed in this section.

First Name KA Last Name LOR Middle Name SEN
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone 651-560-6080

First Name _____ Last Name _____ Middle Name _____
Street address _____
City, State, ZIP _____
Residence/mobile phone _____ Business phone _____

Section C: History
Complete separate form for each owner

Have you, your spouse, parent, brother, sister, or the child of either you or your spouse, ever been engaged as an employee or operated a spa, salon or other business which offered massage? ☐ Yes ☒ No
If yes, give dates and places.

Do you and/or your spouse have a direct or indirect interest in any other establishment in the City of Roseville to which a massage therapy establishment license has been issued? ☐ Yes ☒ No
If yes, list names and addresses of interest.

Have you, your spouse, parent, brother, sister, or the child of either you or your spouse, ever been convicted of any felony, crime or violation of any ordinance, other than traffic? ☐ Yes ☒ No
If yes, give date, place and nature of conviction.

Have you or your spouse had any interest in any previous therapeutic massage license that was revoked, or suspended or not renewed? ☐ Yes ☒ No
If yes, explain in detail providing dates of such revocation.

Have you individually, or with others, made an application for a massage license, which was denied? ☐ Yes ☒ No
If yes, state circumstances.

What is the amount and source of investments you will have in the business, buildings, premises, fixtures, furniture, stock in trade?

N/A

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers and social security numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

CONSENT TO BACKGROUND CHECK I hereby consent to and authorize the Roseville Police Department or other qualified service providers in conducting and completing criminal background checks to use the information I have provided to check criminal histories, arrest and driving records, and warrant information; and for the City to consider these records to determine my eligibility for a License. I understand that the information contained in the criminal background investigation is not public, except that it may be conveyed to other law enforcement or licensing agencies.

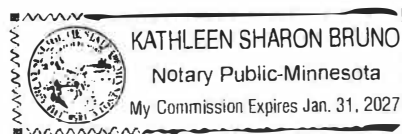
By signing below you certify that the above information is correct. In addition, you acknowledges that you are responsible for reviewing the background and work history of all of your employees, including those that have received a massage therapist license from the City.

Falsification of answers given or material submitted will result in denial of application.

Applicant signature [Signature] Title PRESIDENT
Date 01/24/24

Subscribed and sworn to before me, a Notary Public, on this 24 day of January, 20 24. My Commission expires on Jan 31, 2027.

[Signature: Kathleen Bruno]
Notary signature



Notary Stamp

Payment due at the time of application: Annual License Fee \$325

. Make checks payable to: City of Roseville

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.c.

Department Approval



City Manager Approval



Item Description: Approval 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.

35 **Requested Council Action**

36 Motion to approve the submitted purchases or contracts for services and, where
37 applicable, the sale/trade-in of surplus items.
38
39

40 **Prepared by:** Joshua Kent - Assistant Finance Director

- Attachments:**
- 1. Over \$10,000 Items for Purchase or Sale Trade-in
 - 2. CIP Project-Initiative Summary

41

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Public Works	Towmaster Truck Equipment	VariTech Brine System MN State	(a)	\$ 20,000	\$ 20,047	2024 CIP
Parks & Recreation (Skating Center)	Zamboni Company USA, INC	Zamboni - Model 552 AC	(b)	\$ 165,000	\$ 150,513	2025 CIP

Key

- (a) The VariTech Brine System is a replacement for the exisiting anti-icing tank which is budgeted for replacement in the 2024 CIP. Anti-icing is the liquid application of a salt brine mixture sprayed on the road prior to a snow storm event that helps break the bond of hard pack snow to the pavement. The result is to use less salt after the road is plowed. This system would be installed on a F550 cab and chassis and would be purchased under the Minnesota State Contract # S-863(5) that expires on 2/29/2024.
- (b) The Roseville Skating Center is requesting approval for the purchase of a new Zamboni to replace the 2013 Zamboni that is currently used to resurface the ice. The resurfacer is used to resurface the ice each hour during the operating hours (typically 16 hours per day, 7 days per week). The typical industry standard useful life for this piece of equipment is 10 years, however our year-round use is heavier than most other locations. Our current resurfacer has began to show significant degradation including battery failure, water pump failure and other age-mileage based deficiencies. The purchase of the new Zamboni is in the 2025 CIP budget, but there is an average lead time of 475 days for this product. Ordering the Zamboni at this time, would ensure delivery during the first half of calendar year 2025. The existing machine will be traded in as part of this purchase to offset some of the overall costs.



Memo

To: Michelle Pietrick, Finance Director
From: Steve Zweber, Public Works Superintendent-Streets
cc: Jesse Freihammer, Public Works Director
Date: January 18, 2024
Re: Anti-icing Tank System

2024 Public Works Capital Improvement Fund budgeted \$20,000 for replacement of our existing anti-icing tank which is in need of replacement. Anti-icing is the liquid application of a salt brine mixture sprayed onto the road prior to a snow storm event that helps break the bond of hard pack snow to the pavement. The result is to use less salt after the road is plowed.

This new system will be installed on a F550 cab and chassis.

This is purchased under Minnesota State Contract # S-863(5) that expires 2/29/2024.

Request approval to purchase a VariTech System from Towmaster Truck Equipment Minnesota State Contract #222949 for \$20,047.00

Department/Division:	Parks and Recreation Skating Center- Indoor Arena
Project/Initiative Title:	Replacement of 2013 Ice Resurfacer (Indoor)
Total Estimated Cost:	\$ 150,513.20
Funding Source:	Parks & Recreation Vehicle & Equipment Fund (402)
Annual Operating Budget Impact:	[NA]

Project/Initiative Description:

Replacement 2013 Zamboni Ice Resurfacer (Model 552) for the indoor arena at the Roseville Skating Center. The resurfacer is used to resurface the ice each hour during operating hours (typically 16 hours per day, 7 days per week). The typical (industry standard) useful life for this piece of equipment is 10 years, however, our year-round use is heavier than most other locations. Our current model has begun to show significant degradation including battery failure, water pump failure and other age-mileage based deficiencies.

Replacement is included in the 20year Capitol Improvement Program for 2025. There is currently a 475-day lead time for this product. Ordering at this time will ensure delivery during the first half of 2025.

The existing machine (Model 552) will be traded in as part of this purchase.

Budget: \$165,000 (2025 CIP)

PO Amount: \$150,513.20

The price has been competitively bid through the Sourcewell.

Location:

The ice resurfacer (Zamboni) is stored in the Skating Center – Indoor Ice Arena

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.d.

Department Approval



City Manager Approval



Item Description: Approve Renewal of Consumption and Display Permit for Blume Brauhaus LLC dba Bent Brewstillery and Nazareth Council Inc. dba Knights of Columbus #4021

Background

The City has received application(s) for the renewal of a Consumption and Display Permit from the following:

- Blume Brauhaus, LLC dba Bent Brewstillery located at 1744 Terrace Drive
- Nazareth Council Inc. dba Knights of Columbus #4021, 2233 N Hamline Ave. #B12

Consumption and Display permits are addressed in MN Statute 340A. The State requires approval from the local entity prior to submitting to the Alcohol and Gambling Enforcement Division.

Policy Objectives

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

Racial Equity Impact Summary

NA

Budget Implications

NA

Staff Recommendations

The applicants meet all requirements set forth under state statutes. Staff recommends approval of the renewal of the Consumption and Display Permits, valid through March 31, 2025.

Requested Council Action

Motion to approve Blume Brauhaus LLC dba Bent Brewstillery's and Nazareth Council Inc. dba Knights of Columbus #4021's request for the renewal of a Consumption and Display Permit.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments:

1. Application, Blume Brauhaus dba Bent Brewstillery
2. Application, Nazareth Council dba Knight of Columbus #4021



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT
Permit Fee \$250 (Renewal Date: April 1)

Iden: 73067

License Code: CDPBL

Business Phone: 651-233-3843

Blume Brauhaus, LLC
DBA: Bent Brewstillery
1744 Terrace Dr
Roseville, MN 55113

IF NAME AND
ADDRESS SHOWN
ARE NOT CORRECT,
MAKE CHANGES
BELOW

West Bend A408881 05 03/03/2024 - 03/03/2025
Worker's Comp. Ins. Name Policy No. Policy Period
Roseville Ramsey
City/County where permit approved
Blume Brauhaus, LLC
Licensee Name
1744 Terrace Dr Roseville, MN 55113
Address City, State, Zip
651-233-3843 bartley@bentbrewstillery.com
Business Phone Email

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following:

Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Additional information to be provided as is necessary

- Indicate (on back of page) changes of corporate officers, partners, home addresses or telephone numbers:
- Report (on back of page) details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):
- Report (on back of page) any license rejections or revocations:
- City/County Comments:

[Signature] 1/8/24
Licensee Signature Date
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature Date
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT AND RETURN WITH APPLICATION.

Amount Received



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT
Permit Fee \$250 (Renewal Date: April 1)

Iden: 1285

License Code: CDPRV

Business Phone: 651-631-0538

Nazareth Council Inc.

DBA: Knights of Columbus 4021

2233 N Hamline Ave/Suite B-12

Roseville, MN 55113-5010

IF NAME AND
ADDRESS SHOWN
ARE NOT CORRECT,
MAKE CHANGES
BELOW

EMC INSURANCE 6D40245-2 2/1/2024 - 2/1/2025
Worker's Comp. Ins. Name Policy No. Policy Period
City/County where permit approved ROSEVILLE/RAMSEY
Licensee Name NAZARETH COUNCIL INC.
Address, City, State, Zip 2233 HAMLINE AVE N, STE B-12, ROSEVILLE, MN 55113
Business Phone 651-631-0538 Email KofC4021@gmail.com

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following:

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6. Applicant confirms business premises are separate from any other business establishment.

Additional information to be provided as is necessary

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- Report (on back of page) details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):
- Report (on back of page) any license rejections or revocations:
- City/County Comments:

Licensee Signature

Date

(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature

Date

(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT AND RETURN WITH APPLICATION.

Amount Received

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.e.

Department Approval



City Manager Approval



Item Description: Approve a Premises Permit for Roseville Youth Hockey Association to Conduct Lawful Gambling Activities at Buffalo Wild Wings located at 1777 County Road B2 West #215A

Background

Roseville Youth Hockey Association has submitted an application to conduct lawful gambling activities at Buffalo Wild Wings located at 1777 County Road B2 West #215A. Roseville Youth Hockey Association runs many programs designed for kids of various skill levels in addition to providing scholarships.

City Code Chapter 304 was amended on January 8, 2024 in order to increase and cap the number of lawful gambling premises permits that can be held by any organization. In addition, language was updated, and penalties for violations were established. If approved, this will be the 4th Premises Permit for the Roseville Youth Hockey Association, bringing the total number of Premises Permits in the City to 9 of the permitted 12.

Policy Objectives

Required by City Code.

Racial Equity Impact Summary

NA

Budget Implications

NA

Staff Recommendations

Staff recommends approval.

Requested Council Action

Motion to approve the attached resolution granting a premises permit for Roseville Youth Hockey Association.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: 1. Resolution
2. Application LG214 Premises Permit

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 29th day January, 2024 at 6:00 p.m.

The following members were present: Etten, Schroeder, Groff, Strahan, and Roe
and the following were absent: None

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING A LAWFUL GAMBLING PREMISE PERMIT TO
THE ROSEVILLE YOUTH HOCKEY ASSOCIATION**

WHEREAS, The Roseville Youth Hockey Association has applied for a lawful gambling premises permit to conduct lawful gambling activities at Buffalo Wild Wings, located at 1777 County Road B2 W #215A.

WHEREAS, The Roseville Youth Hockey Association has met the local permit requirements as specified in City Code, Section 304.

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

The City of Roseville hereby approves the premise permit application of The Roseville Youth Hockey Association to conduct lawful gambling activities at 1777 County Road B2 W#215A.

The motion for the adoption of the foregoing resolution was duly seconded by member and upon a vote being taken thereon, the following voted in favor thereof: Etten, Schroeder, Groff, Strahan, and Roe; and the following voted against the same: None

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, 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 29th day of January 2024, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 29th day of January, 2024.

Patrick Trudgeon, City Manager

Seal

**MINNESOTA LAWFUL GAMBLING
LG214 Premises Permit Application**

6/15 Page 1 of 2

Annual Fee \$150 (NON-REFUNDABLE)**REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Roseville Youth Hockey Association License Number: 03191
 Chief Executive Officer (CEO) Phil Diskerud Daytime Phone: 651 246 3425
 Gambling Manager: Ashlee Horwath Daytime Phone: 651 398 7333

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Buffalo Wild Wings
 List any previous names for this location:

 Street address where premises is located: 1777 County Road B2 W #215A
(Do not use a P.O. box number or mailing address.)

City: <u>Roseville</u>	OR Township: _____	County: <u>Ramsey</u>	Zip Code: <u>55113</u>
------------------------	---------------------------	-----------------------	------------------------

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☐ Yes ☒ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

[REDACTED]

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number): <u>Roseville Bingo Hall 2525 Snelling Ave North</u>	City: <u>Roseville</u>	State: <u>MN</u>	Zip Code: <u>55113</u>
_____	_____	<u>MN</u>	_____
_____	_____	<u>MN</u>	_____
_____	_____	<u>MN</u>	_____

LG214 Premises Permit Application

6/15 Page 2 of 2

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____
	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)
	Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
- The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
- I have read this application and all information submitted to the Board is true, accurate, and complete.
- All required information has been fully disclosed.
- I am the chief executive officer of the organization.
- I assume full responsibility for the fair and lawful operation of all activities to be conducted.
- I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
- Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
- I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
- I understand the fee is non-refundable regardless of license approval/denial.



Signature of Chief Executive Officer (designee may not sign)

1-14-24
Date

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

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

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

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

An equal opportunity employer

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024
Item No.: 10.f.

Department Approval



City Manager Approval



Item Description: Approve submission of the city's pay equity report

Background

The City is required once every three years under the 1984 Local Government Pay Equity Act M. S. 471.991-471.999 and the Minnesota Rules, Chapter 3920 to provide a pay equity report of its employees. Under the pay equity act employers must test their internal pay systems and report on the principle that men and women should be compensated equally for work requiring comparable skills, responsibilities, and effort. Thus, we test our compensation structures and class valuations internally to assure and prove compliance as required. Adjusting male-dominated classes in a different fashion than female-dominated classes can alter compliance within a class and compensation structure. Non-compliance results in substantial fines until the non-compliance is resolved.

The regulations for the reporting require the data to be reviewed by the City Council and approved by signature of the Mayor. In order to meet the statutory delivery requirement, this report must be signed and electronically delivered to the Minnesota Department of Management and Budget no later than 1/31/24.

There are four tests that a city must comply with:

1. Completeness & Accuracy Test
2. Statistical Analysis Test
3. Salary Range Test
4. Exceptional Service Pay Test

Each section on the Compliance Report (Attachment A) gives a summary of the test results.

1. The **Completeness and Accuracy Test** will be concluded when the report is submitted.
2. The **Statistical Analysis Test** (section II of the Compliance Report) compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). The minimum requirement to pass the statistical analysis test is an underpayment ratio of 80%. Jurisdictions below that ratio can improve their score by increasing salaries for females classes to at-or-above predicted pay. Our ratio is in compliance at 80.11%. It should be noted that the Pay Equity Report being submitted reflects compensation which was in place on December 31, of the previous year. The City recently underwent a classification and compensation study, in part, due to the declining Underpayment Ratio over the years. The city's underpayment ratio for the last few reports is below. With the implementation of the new classification and compensation system, a test report that was conducted as part of this study reflected that with the new classification and compensation system the city would receive an Underpayment Ratio of 91.83%.

Year	Underpayment Ratio
2021	84.30%
2017	115.75%
2014	309.52%

3. The **Salary Range Test** compares the average number of years it takes for individuals to move through salary ranges established for female classes compared to male classes. This test must be 80% or more to pass this test. Jurisdictions not passing this test can pass it by reducing the number of years it takes for female classes to reach maximum salaries, increasing the number of years for males to reach maximum salaries or some combination of both. The City received a passing 87.53% value.

4. The **Exceptional Service Pay Test** compares how often individuals in male classes receive longevity or performance pay above the normal salary range compared to how often individuals in female classes receive this type of pay. This test must be either 0% or 80% or more to pass this test. Jurisdictions not passing this test can pass it either by increasing the number of female classes that receive exceptional service pay, decreasing the number of male classes that receive exceptional service pay or some combination of both. The City did not pass this test with a 54.05% value. It should be noted that this test takes into account longevity pay as well as any merit pay that is received for classes that results in a monthly salary above the job class maximum value.

The state makes the final determination on compliance after this report is submitted.

Policy Objectives

To maintain compliance with the Local Government Pay Equity Act.

Racial Equity Impact Summary

The City currently does not disaggregate wages/salary for employees. However, doing so may provide additional insights that could be useful in reviewing what impact wages have for different employee populations.

Budget Implications

There are no budget implications unless the City is found to be out of compliance which does not appear to be the case. If the City is found out of compliance fines may be assessed daily until the City achieves compliance.

Staff Recommendations

Staff recommends the City Council approve the submission of the City's 2023 Pay Equity Report and authorize the Mayor to sign the Implementation Report.

Requested Council Action

76 Motion to approve the submission of the City's 2023 Pay Equity Report and authorize the
77 Mayor to sign the Implementation Report.
78

79 **Prepared by:** Rebecca Olson, Assistant City Manager

Attachments:

1. 2024 Compliance Report
2. 2024 Predicted Pay
3. 2024 Implementation Report

80

Compliance Report

Jurisdiction: Roseville
2660 Civic Center Drive

Report Year: 2024
Case: 3 - 2023 Testing (Shared (Jur
and MMB))

Roseville, MN 55113

Contact: Rebecca Olson

Phone: (651) 792-7446

E-Mail: rebecca.olson@cityofroseville.com

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	44	47	6	97
# Employees	94	70	49	213
Avg. Max Monthly Pay per employee	7525.98	6276.92		7190.35

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 80.11364 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	23	19
b. # Below Predicted Pay	21	28
c. TOTAL	44	47
d. % Below Predicted Pay (b divided by c = d)	47.73	59.57

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 162	Value of T = 0.465
-------------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = -43

b. Avg. diff. in pay from predicted pay for female jobs = -99

III. SALARY RANGE TEST = 87.53 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 4.23

B. Avg. # of years to max salary for female jobs = 4.83

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

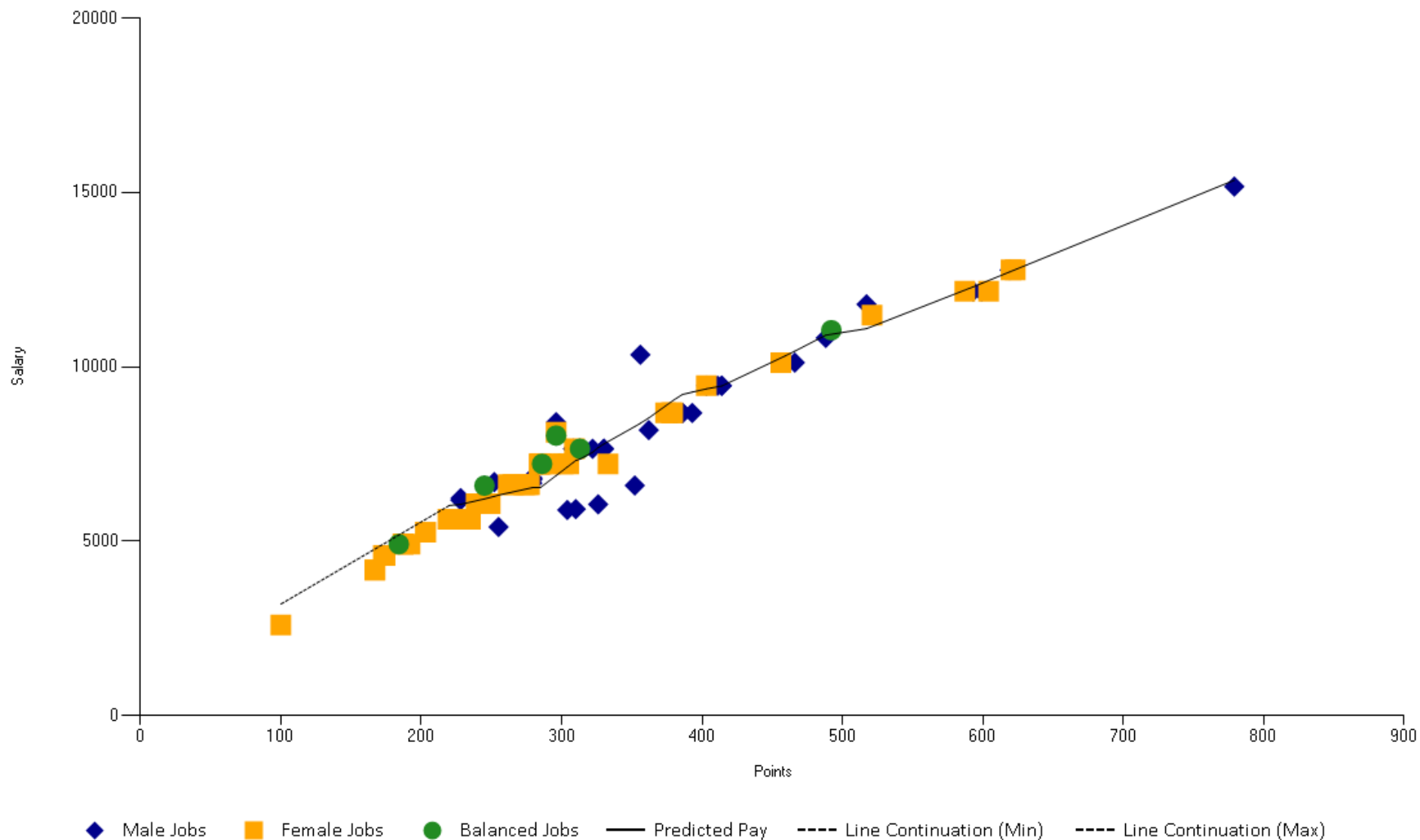
A. % of male classes receiving ESP = 15.91 *

B. % of female classes receiving ESP = 6.38

*(If 20% or less, test result will be 0.00)

Predicted Pay Report for: Roseville

Case: 2023 Testing



Predicted Pay Report for: Roseville

Case: 2023 Testing

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
81	Receptionist	0	3	0	3	Female	100	2599.9500	3197.8074	-597.8574
25	Community Service Officer (CSO	0	3	0	3	Female	167	4173.7900	4627.0363	-453.2463
39	Firefighter Cadet	0	1	0	1	Female	167	4173.7900	4627.0363	-453.2463
26	Customer Service Representativ	0	3	0	3	Female	173	4591.5100	4755.2540	-163.7440
63	Office Assistant - Police	0	1	0	1	Female	174	4591.5100	4776.2614	-184.7514
64	Office Assistant - Public Work	0	2	0	2	Female	174	4591.5100	4776.2614	-184.7514
68	Police Cadet	1	1	0	2	Balanced	184	4913.9100	4989.9576	-76.0476
56	License Center Representative	1	7	0	8	Female	187	4913.9100	5053.7042	-139.7942
57	Passport Center Representative	1	5	0	6	Female	187	4913.9100	5053.7042	-139.7942
27	Customer Service Representativ	0	1	0	1	Female	192	4913.9100	5160.1901	-246.2801
2	Accounting Technician I	0	1	0	1	Female	203	5257.1000	5613.4976	-356.3976
74	Police Records Technician I	0	1	0	1	Female	203	5257.1000	5613.4976	-356.3976
92	Utility Billing Clerk	0	1	0	1	Female	219	5626.2900	6021.9604	-395.6704
48	Human Resources Assistant	0	1	0	1	Female	220	5626.2900	6025.6942	-399.4042
5	Administrative Community Servi	1	0	0	1	Male	220	5626.2900	6025.6942	-399.4042
29	Department Assistant	0	3	0	3	Female	227	5626.2900	6052.2168	-425.9268
58	Maintenance Worker II - Parks	6	1	0	7	Male	228	6234.6800	6056.0794	178.6006
59	Maintenance Worker II - Street	8	0	0	8	Male	228	6182.6800	6056.0794	126.6006
60	Maintenance Worker II - Utilit	6	1	0	7	Male	228	6182.6800	6056.0794	126.6006
75	Police Records Technician II	0	1	0	1	Female	235	5626.2900	6077.9970	-451.7070
3	Accounting Technician II	0	1	0	1	Female	239	6075.2200	6153.3540	-78.1340
50	Ice Arena Maintenance Worker	1	1	0	2	Balanced	245	6591.7400	6211.9007	379.8393
51	Ice Arena Maintenance Worker -	1	0	0	1	Male	245	6591.7400	6211.9007	379.8393
53	Lead License Center Representa	0	3	0	3	Female	246	6075.2200	6225.0643	-149.8443
54	Lead Passport & Auto Dealer Re	0	1	0	1	Female	246	6075.2200	6225.0643	-149.8443
52	Investigative Analyst	0	1	0	1	Female	248	6075.2200	6245.3651	-170.1451
77	Property Room and Investigatio	0	1	0	1	Female	249	6075.2200	6255.3434	-180.1234
61	Mechanic	1	0	0	1	Male	252	6694.0000	6285.9666	408.0334
40	Firefighter/EMT	8	1	0	9	Male	255	5407.9000	6322.6849	-914.7849
28	Database Specialist	0	1	0	1	Female	262	6621.2100	6357.7320	263.4780
4	Accounting Technician III	0	1	0	1	Female	265	6621.2100	6402.3564	218.8536
6	Administrative Coordinator - F	0	1	0	1	Female	266	6621.2100	6411.6117	209.5983

Predicted Pay Report for: Roseville

Case: 2023 Testing

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
7	Administrative Coordinator - P	0	1	0	1	Female	273	6621.2100	6477.3562	143.8538
43	Forestry Coordinator	0	1	0	1	Female	274	6621.2100	6486.9306	134.2794
31	Deputy City Clerk	0	1	0	1	Female	276	6621.2100	6505.7604	115.4496
46	Homeless Outreach and Housing	0	1	0	1	Female	277	6621.2100	6515.0157	106.1943
94	Working Foreman - Parks	1	0	0	1	Male	279	6818.8000	6533.8454	284.9546
95	Working Foreman - Streets	1	0	0	1	Male	279	6789.3400	6533.8454	255.4946
96	Working Foreman - Utilities	1	0	0	1	Male	279	6664.5400	6533.8454	130.6946
97	Working Foreman - Vehicle Main	1	0	0	1	Male	279	6766.8000	6533.8454	232.9546
44	Geographic Information Systems	0	1	0	1	Female	284	7217.4600	6580.7602	636.6998
49	Human Resources Generalist	0	1	0	1	Female	284	7217.4600	6580.7602	636.6998
34	Engineering Technician III	0	1	0	1	Female	285	7217.4600	6544.1066	673.3534
1	Accountant	1	0	0	1	Male	285	7217.4600	6544.1066	673.3534
82	Recreation Program Supervisor	3	3	0	6	Balanced	286	7217.4600	6551.9810	665.4790
83	Recreation Program Supervisor	0	1	0	1	Female	286	7217.4600	6551.9810	665.4790
67	Passport Center Supervisor	0	1	0	1	Female	292	7217.4600	7082.0802	135.3798
72	Police Officer	27	8	0	35	Balanced	296	8028.4800	6882.6468	1145.8332
86	School Liaison Officer	0	1	0	1	Female	296	8122.2400	6882.6468	1239.5932
30	Detective	4	0	0	4	Male	296	8028.4800	6882.6468	1145.8332
73	Police Officer - Canine	2	0	0	2	Male	296	8411.7000	6882.6468	1529.0532
32	Economic Development Coordinat	1	0	0	1	Male	298	7217.4600	6944.5430	272.9170
93	Volunteer Manager	0	1	0	1	Female	301	7217.4600	7036.8628	180.5972
41	Firefighter/Inspector	3	0	0	3	Male	304	5894.9500	7129.1826	-1234.2326
22	Community Relations Coordinato	0	1	0	1	Female	305	7217.4600	7160.6552	56.8048
24	Community Relations Specialist	2	0	0	2	Male	308	7650.7900	7252.9750	397.8150
91	Sustainability Specialist	0	1	0	1	Female	309	7650.7900	7284.4477	366.3423
42	Firefighter/Paramedic	6	0	0	6	Male	310	5920.9500	7314.8712	-1393.9212
16	Building Inspector	1	1	0	2	Balanced	313	7650.7900	7352.2292	298.5608
20	Code Compliance Coordinator	1	0	0	1	Male	313	7650.7900	7352.2292	298.5608
33	Engineering Project Coordinato	1	0	0	1	Male	322	7650.7900	7550.5521	100.2379
38	Fire Lieutenant	3	0	0	3	Male	326	6056.1500	7685.8078	-1629.6578
87	Senior Planner	1	0	0	1	Male	330	7650.7900	7788.8363	-138.0463
85	Right of Way Coordinator	1	0	0	1	Male	330	7650.7900	7788.8363	-138.0463

Predicted Pay Report for: Roseville

Case: 2023 Testing

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
62	Motor Vehicle Supervisor	0	1	0	1	Female	333	7217.4600	7866.5442	-649.0842
15	Battalion Chief	3	0	0	3	Male	352	6596.9400	8286.8294	-1689.8894
76	Police Sergeant	8	0	0	8	Male	356	10346.0700	8382.7494	1963.3206
88	Senior Project Coordinator	1	0	0	1	Male	362	8186.3800	8535.7299	-349.3499
55	License Center Manager	0	1	0	1	Female	374	8676.9000	8879.3884	-202.4884
47	Housing & Economic Development	0	1	0	1	Female	378	8676.9000	9004.8466	-327.9466
90	Support Services Manager	0	1	0	1	Female	379	8676.9000	9029.2032	-352.3032
45	Golf Course Superintendent	1	0	0	1	Male	380	8676.9000	9054.3998	-377.4998
35	Environmental Manager	1	0	0	1	Male	380	8676.9000	9054.3998	-377.4998
8	Assistant Building Official	1	0	0	1	Male	382	8676.9000	9106.3860	-429.4860
89	Skating Center Superintendent	1	0	0	1	Male	386	8676.9000	9207.9707	-531.0707
84	Recreation Superintendent	1	0	0	1	Male	386	8676.9000	9207.9707	-531.0707
23	Community Relations Manager	1	0	0	1	Male	393	8676.9000	9275.6327	-598.7327
9	Assistant City Engineer	0	1	0	1	Female	403	9458.6200	9368.7457	89.8743
17	Building Official	1	0	0	1	Male	403	9458.6200	9368.7457	89.8743
66	Parks Superintendent	1	0	0	1	Male	411	9458.6200	9428.5221	30.0979
79	Public Works Superintendent -	1	0	0	1	Male	414	9458.6200	9450.8116	7.8084
80	Public Works Superintendent -	1	0	0	1	Male	414	9458.6200	9450.8116	7.8084
13	Assistant Parks & Recreation D	0	1	0	1	Female	456	10120.7400	10248.9387	-128.1987
19	City Planner	1	0	0	1	Male	459	10120.7400	10310.4590	-189.7190
11	Assistant Finance Director	1	0	0	1	Male	466	10120.7400	10451.4618	-330.7218
12	Assistant Fire Chief	1	0	0	1	Male	488	10827.9300	10907.4859	-79.5559
71	Police Lieutenant	1	1	0	2	Balanced	492	11051.5200	10774.7346	276.7854
70	Police Deputy Chief	1	0	0	1	Male	517	11793.3700	11094.0914	699.2786
14	Assistant Public Works Directo	0	1	0	1	Female	521	11477.9100	11164.6138	313.2962
10	Assistant City Manager	0	1	0	1	Female	587	12166.0300	12195.2512	-29.2212
37	Fire Chief	1	0	0	1	Male	593	12166.0300	12294.0608	-128.0308
65	Parks & Recreation Director	1	0	0	1	Male	599	12166.0300	12392.8705	-226.8405
21	Community Development Director	0	1	0	1	Female	604	12166.0300	12474.9327	-308.9027
78	Public Works Director	1	0	0	1	Male	619	12776.1500	12721.6777	54.4723
69	Police Chief	0	1	0	1	Female	620	12776.1500	12737.8668	38.2832
36	Finance Director	0	1	0	1	Female	623	12776.1500	12787.5508	-11.4008

Predicted Pay Report for: Roseville

Case: 2023 Testing

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
18	City Manager	1	0	0	1	Male	779	15168.1100	15352.6938	-184.5838

Job Number Count: 97

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: Roseville
2660 Civic Center Drive

Roseville, MN 55113

Jurisdiction Type: City

Contact: Rebecca Olson	Phone: (651) 792-7446	E-Mail: rebecca.olson@cityofroseville.com
Contact: Leah Davis	Phone: (507) 524-2347	E-Mail: leah.davis@abdosolutions.com

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: Consultant

Description:

The same as last year

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

City Hall

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Roseville City Council

(governing body)

(chief elected official)

Mayor

(title)

Part C: Total Payroll

\$19483260.00

is the annual payroll for the calendar year just ended December 31.

- [] Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:1/23/2024

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.g.

Department Approval



City Manager Approval



Item Description: Approve Memorandums of Understanding with LELS unions representing Police Lieutenants and Sergeants regarding Earned Sick and Safe Time

Background

The Minnesota Legislature recently passed a law mandating Earned Sick and Safe Time (ESST) benefits for all eligible employees. The city must comply with the new legislation. The city has updated its leave policies to reflect this change and comply with the requirements of the new law, and therefore an update to the collective bargaining agreements for employees that are on the Vacation/Sick leave accrual system is required. The city has already negotiated these provisions for the union representing Police Officers in the contract recently ratified by the Council. Because there are two other bargaining units whose contracts do not expire until the end of 2024, the city is seeking to enter into a Memorandum of Understanding between the city and union. The attached Memorandums of Understanding (MOUs) are intended to establish clear guidelines and provisions for the implementation of ESST in alignment with state law for the following bargaining units:

- Law Enforcement Labor Services (LELS) Local 436 - Police Sergeants
- Law Enforcement Labor Services (LELS) Local 431 - Police Lieutenants

The other bargaining units within the city are on the Paid Time Off (PTO) accrual system and since this leave can be used for any purpose, including Earned Sick and Safe Time, an MOU is not necessary.

Policy Objectives

The primary objective of the proposed MOUs is to ensure the seamless integration of Earned Sick and Safe Time benefits for Police Lieutenants and Sergeants, as mandated by the recent legislation. The MOUs outline the terms and conditions under which ESST will be accrued, utilized, and managed, reflecting the city's commitment to compliance with state law while prioritizing the well-being of law enforcement personnel.

Racial Equity Impact Summary

The implementation of Earned Sick and Safe Time promotes racial equity by ensuring all employees, regardless of their racial or ethnic background have equitable access to paid leave. Historically certain racial and ethnic groups have faced disparities in accessing essential workplace benefits. The statewide implementation of ESST aims to reduce these disparities by providing a standardized and inclusive framework for paid leave, fostering greater economic and social equality. Although the city already offers paid leave to all benefit-eligible positions, this will ensure the city is in compliance with state law.

Budget Implications

There are no budget implications. The city already offers paid Vacation/Sick leave to the employees in these bargaining units. The change reflects the policy-level edits that were made to ensure compliance

36 with state law requirements. There are no additional benefits being offered.

37
38 **Staff Recommendations**

39 Approve the memorandums of understanding with Law Enforcement Labor Services Local 431 and 436
40 regarding implementation of Earned Sick and Safe Time.

41
42 **Requested Council Action**

43 By motion, approve the memorandums of understanding with Law Enforcement Labor Services Local
44 431 and 436 regarding implementation of Earned Sick and Safe Time.

45
46 **Prepared by:** Rebecca Olson, Assistant City Manager

Attachments: 1. MOU LELS 431 Lts
2. MOU LELS 436 Sgts

47

MEMORANDUM OF UNDERSTANDING
CITY OF ROSEVILLE AND LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO.431
Safe and Sick Time

This Memorandum of Understanding sets forth the mutual agreement between the City of Roseville ("City") and Law Enforcement Labor Services, Inc. Local No. 431 (hereafter "Union") regarding the use of sick leave to comply with the provision of Sick and Safe Time as defined in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes") with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413.

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement ("CBA") in effect from January 1, 2022, through December 31, 2024, covering Police Lieutenants in the Roseville Police Department and setting forth terms and conditions of employment, including sick leave (Article 24);

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes") with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413; and

WHEREAS, Article 24 contains provisions that go beyond the Statute's minimum requirements, is silent as to certain requirements in the Statutes, and contains provisions that are contrary to the Statutes;

WHEREAS, the parties now wish to amend the current CBA regarding sick leave and agree as follows:

1. Article XXIV – Sick Leave is repealed and replaced with the following:

Regular full-time employees shall earn sick leave at a rate of 3.693 hours per pay period. Sick leave may be carried over from year to year. Sick leave may be used for any purpose permitted by the Employer's Earned Sick and Safe Time ("ESST") Policy, which is consistent with and satisfies the requirements of Minnesota Statutes §§181.9445, 181.9446, 181.9447, and 181.9448.

2. All other terms and conditions of the parties' 2022-2024 Collective Bargaining Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth by their respective signatures.

CITY OF ROSEVILLE

LELS LOCAL NO. 431

Patrick Trudgeon, Dated
City Manager

Sean McKnight, Dated
Business Agent

Travis Steinberg Dated

MEMORANDUM OF UNDERSTANDING
CITY OF ROSEVILLE AND LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO.436
Safe and Sick Time

This Memorandum of Understanding sets forth the mutual agreement between the City of Roseville ("City") and Law Enforcement Labor Services, Inc. Local No. 436 (hereafter "Union") regarding the use of sick leave to comply with the provision of Sick and Safe Time as defined in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes") with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413.

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement ("CBA") in effect from January 1, 2022, through December 31, 2024, covering Police Sergeants in the Roseville Police Department and setting forth terms and conditions of employment, including sick leave (Article 26);

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes") with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413; and

WHEREAS, Article 26 contains provisions that meet or go beyond the Statutes' minimum requirements, but is silent as to certain requirements in the Statutes and contains provisions that are contrary to the Statutes;

WHEREAS, the parties now wish to amend the current CBA regarding sick leave and agree as follows:

1. Article XXVI – Sick Leave is repealed and replaced with the following:

Regular full-time employees shall earn sick leave at a rate of 3.693 hours per pay period. Sick leave may be carried over from year to year. Sick leave may be used for any purpose permitted by the Employer's Earned Sick and Safe Time ("ESST") Policy, which is consistent with and satisfies the requirements of Minnesota Statutes §§181.9445, 181.9446, 181.9447, and 181.9448.

2. All other terms and conditions of the parties' 2022-2024 Collective Bargaining Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth by their respective signatures.

CITY OF ROSEVILLE

LELS LOCAL NO. 436

Patrick Trudgeon, Dated
City Manager

Tim Gannon, Dated
Business Agent

Jacob Swanson Dated

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.h.

Department Approval



City Manager Approval



Item Description: Authorize application for the Minnesota Office of Justice 2024-2025 firearms storage grant

Background

In 2023, Minnesota enacted a law that enables certain individuals to petition a court to temporarily remove guns from a person in crisis. The law, which went into effect on January 1, 2024, is called an extreme risk protection order, or ERPO, and allows chief law enforcement officers, family and household members, and city or county attorneys to file a petition demonstrating to a judge that an individual poses a significant danger to others or is at similar risk of suicide. An individual subject to an ERPO must relinquish their guns to a law enforcement agency or Federal Firearms licensee. The law enforcement agency is responsible to store the firearms for the duration of the order, which could last up to a year.

The Roseville Police Department (RPD) has very limited available space in our secure property/evidence room. Due to the space challenges the police department is already experiencing, it is not an option to expand the size or footprint of the property room. In order to plan for the additional space that will be needed for guns seized and stored under the ERPO process, it is necessary to look at options to maximize our storage space in our property room. RPD is currently working with vendors to explore best options to maximize space and add additional secure storage capacity.

The Department of Public Safety, Office of Justice Programs (DPS-OJP) is requesting proposals for grants to support police departments in the safe and secure storage of firearms owned by persons subject to extreme risk protection orders (ERPO). Approximately \$237,000 in state funds are available. Allowable expenses include, but are not limited to, firearm lockers, safes and boxes, gun racks, electronic keypads for securing gun storage rooms, barcode scanners, and other equipment or administrative expenses directly related to the safe and secure storage of firearms taken from persons under an extreme risk protection order.

RPD is seeking council approval to apply for the grant to help fund the necessary expanded storage needs and anticipated costs associated with carrying out ERPOs. There is no city match required in the grant. It should be noted that if RPD does not receive the grant, we will need to seek out other funding sources to plan for the anticipated costs due to the new law.

Policy Objectives

Extreme Risk Protection Order laws empower loved ones or law enforcement to intervene and temporarily prevent someone in crisis from accessing firearms. These laws, sometimes referred to as "red flag" laws, can help de-escalate emergency situations. They are a proven way to intervene before an incident of gun violence — such as a firearm suicide or mass shooting — occurs and takes more lives. In order to comply with the law requirements, it is necessary for the Roseville Police Department to add additional storage capacity in our secure property/evidence room.

Racial Equity Impact Summary

Staff did not identify any racial equity impacts with the request to apply for grant funding.

Budget Implications

There is no city match required in the grant. It should be noted that if RPD does not receive the grant, we will need to seek other funding sources to plan for the anticipated storage needs due to the new law.

Staff Recommendations

Staff recommends approving RPD to apply for the firearm storage grant.

Requested Council Action

Staff recommends the Council authorize RPD to apply for the firearm storage grants through the Office of Justice.

Prepared by: Erika Scheider, Chief of Police

Attachments: 1. Grant request for proposals for firearm storage



Department of Public Safety
Minnesota Office of Justice Programs

2024 – 2025 FIREARMS STORAGE GRANTS

GRANT REQUEST FOR PROPOSALS (RFP)

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Request for Proposals (RFP) Part 1: Overview

1.1 General Information

- Grant Name: Firearms Storage Grant Program
- [Minnesota Office of Justice Programs \(OJP\) Website](#)
- Open for Applications: Tuesday, December 19, 2023
- Application Due Date: Wednesday, January 31, 2024

1.2 Program Description

The Department of Public Safety, Office of Justice Programs (DPS-OJP) is requesting proposals to fund grants to support the safe and secure storage of firearms owned by persons subject to extreme risk protection orders (ERPO). Approximately \$237,000 in state funds are available. Allowable expenses could include, but are not limited to, firearm lockers, safes and boxes, gun racks, electronic keypads for securing gun storage rooms, barcode scanners, and other equipment or administrative expenses directly related to the safe and secure storage of firearms taken from persons under an extreme risk protection order.

Background: In 2023, Minnesota enacted a law that enables certain individuals to petition a court to temporarily remove guns from a person in crisis. The law, which will go into effect on January 1, 2024, is called an extreme risk protection order, or ERPO, and allows chief law enforcement officers, family and household members, and city or county attorneys to file a petition demonstrating to a judge that an individual poses a significant danger to others or is at similar risk of suicide.

Minnesota courts may issue both emergency and final ERPOs. An emergency order does not require notice to the respondent, but will only last for up to fourteen days before a hearing must be held to determine whether a final order is appropriate. For a final order, if the court determines that the petitioner has met the standard of proof, it will issue an order that lasts not less than six months or more than one year.

An individual subject to an ERPO must relinquish their guns to law enforcement or a Federal Firearms Licensee within 24 hours and will be prohibited from possessing firearms for the duration of the order.

A petitioner may file a petition to renew the order within the three months before the order's expiration, subject to the same standard of review and duration as the original order.

A respondent may petition for early termination once every six months the order is in effect. They must show by clear and convincing evidence they no longer pose a significant danger to others or similar risk of suicide. (From the Giffords Law Center to Prevent Gun Violence.)

Additional resources

- [Extreme Risk Protection Orders in Minnesota \(Giffords Law Center to Prevent Gun Violence\)](#)

- [MN House Research summary of Extreme risk protection orders; firearms \(H.F. 15\)](#)
- [Minnesota Board of Peace Office Standards and Training – ERPO Firearms Storage Model Procedure](#) (at very bottom of page)

1.3 Minnesota's Commitment to Diversity and Inclusion

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

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

1.4 Funding and Project Dates

Funding

Funds are authorized by MN Laws of 2023, Chapter 52, Art 2. Section 3. Subd. 2.

Project Dates

This is a one-year grant period, from on or around March 2024 through February 2025.

1.5 Eligible Applicants

Local, state, and tribal law enforcement agencies.

1.6 Questions, Technical Assistance, and Information Sessions

Please submit any questions regarding this RFP by email to rachel.peterson@state.mn.us. Answers will be posted on the [OJP website](#) within 7 days of receipt.

RFP Information Sessions

OJP will offer one online information session that includes a Q&A section. In this session, staff will provide a brief background on the Firearms Storage Grant Program, walk through the RFP and application requirements and give an overview of the application review process. At the end of each session, staff will open it up for questions. Although not required, prospective applicants are encouraged to participate in the information session. Questions and answers from the information session will be posted on the Frequently Asked Questions' page on the OJP Website.

- Info session date/time: January 10, 2024 at 1:00 pm to 2:00 pm.

RFP Part 2: Application Process and Instructions

2.1 Application Deadline

Applications must be submitted using the [e-grants](#) web-based system by 4:00pm CST on January 31, 2024. Applications cannot be submitted after this time. No paper submissions will be accepted.

2.2 Application Submission Instructions

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

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

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

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

2.4 Application Content

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

Project Information Form

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

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

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

Narrative (30 points)

Address the following questions in a 3-page maximum Word document with $\frac{3}{4}$ " margins, single-spaced and with a 12-point font size. Proposals are scored based on your responses to these questions.

Organize your proposal by labeling and numbering responses; providing an answer for each topic and answer in the order they are asked. Please note: Narrative documents that do not follow this format do not score well in this review process. Any additional pages or supplemental materials (including links to websites) will not be included in your application. When ready to submit, **upload the narrative as an attachment in e-grants.**

1. Organizational Overview (5 Points)

- Provide a brief description of agency's mission and history.
- Share your agency's experience with past grant management.

2. Needs Statement (15 Points)

- State your agency's need for this funding, including an estimate of the number of firearms anticipated to be confiscated under Extreme Risk Protection Orders during a year. This may be based on the size of the population served, average number of restraining orders served, or other relevant data.
- Please share details about your agency's current firearms storage and whether this funding would support an expansion of current storage or new storage.
- Share details about where and how the firearms will be stored and what, specifically, the funding will cover.

3. Timeline (10 points)

- Please share a timeline that outlines when your agency intends to implement your firearms storage plan.

Budget (10 Points):

Your budget should be consistent with your narrative and timeline. Please share details about what you plan to purchase with the funds. All expenses must be listed and directly chargeable to the grant. When estimating costs, please show your calculations by including quantities, unit costs, and other details.

Only include grant funded expenses in the budget descriptions.

Enter budget information directly into e-grants. Directions for entering the budget are available in the [Application Guide](#). The Budget Detail Requirements in Appendix A will show you examples and specific requirements for each of the line items. Budget line items may include: Personnel, Payroll Taxes & Fringe, Contract Services, Travel, Training, Office Expenses, Program Expenses, and Other Expenses. Not all line items need to be used.

Organizational Financial Information Form

This Information will be entered into e-grants form.

1. *OJP Grantee Status (active grant in last 12 months or not)*
2. *Fiscal Information*
 - A. Accounting basis.
 - B. Organization's Fiscal year time-period.
 - C. Total revenue last completed fiscal year.
 - D. Total federal expenditures (only from federal sources) last completed fiscal year.
 - E. How often financial document are produced.
 - F. Nonprofits only: Most Recent IRS Form 990.
 - G. Date and status of annual financial filing
 - H. Nonprofits only: Upload evidence of good standing with the Secretary of State
 - I. Allocation method document (if applicable)

3. *Financial Document*

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

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

4. *Administrative Systems*

Answer yes or no to the following statements:

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

- Our organization uses a daily time tracking log for each position being paid using multiple sources of funding.
- Our organization has a paid bookkeeper.
- Our organization has an approval process that requires multiple approvals before funds can be expended.
- Our organization has written policies and procedures for accounting, purchasing and payroll.
- Our organization's accounting system can identify and track grant program-related income and expenses separate from all other income and expenses.
- We can easily retrieve original receipts for expenses that are reimbursed by the grant.
- Our Board of Directors meets at least every month.
- Our organization has a Conflict-of-Interest Policy.

5. *Grant Management Experience*

- We have had more than one administrative turnover in the past 12 months (defined as anyone involved in working on or managing grants)
- Select an option that applies to your organization:
 - Monitored funding and completed reporting for non-federal and/or only federal grants
 - Monitored funding and completed reporting for only non-federal grants
 - Monitored funding and completed reporting for contracts but not grants
 - No prior experience monitoring and reporting for contracts and/or grants

Application Checklist

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

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

1. **Project Information form**
2. **Narrative** - Addressing questions listed above must be uploaded
3. **Budget** - Calculations must be included
4. **Organization Financial Information**

RFP Part 3: Application Review Process

This is a competitive application process. A review committee will read and rate applications using a 40-point scale. The reviewers will meet and discuss the proposals and then put forth their recommendation. A copy of the review form will be on the OJP grants page. A final staff review will consider geographic locations, coordination with other federal, state, and local funding and past grantee performance. Timeliness and completeness of past grant financial and progress reporting is also considered. The Commissioner of Public Safety will make the final funding decisions and award notification will be by email to applicants.

RFP Part 4: Post Award Requirements

- Pre-Award Risk Assessment and Financial Review.** In accordance with state and federal grant management policies it is required to consider a grant applicant's past performance before awarding subsequent grants to them. State policy requires states to conduct a financial review prior to a grant award made of \$25,000 and higher to any organization. The necessary information for these is provided in the financial information form in the application.
- Minnesota's Commitment to Diversity and Inclusion in Procurement**
 The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.
 To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the [OEP website](#).
- Grant Contract Process.** After being selected for funding, OJP staff will work with the applicant to negotiate a final budget. The formal grant contract consists of the Grant Agreement, the Terms and Conditions, the Program Guidelines, as well as the work plan and budget. The Grant Agreement will be initiated, signed by grantee and OJP, and once fully executed it is then a legally binding agreement. Grant agreements not signed within 30 days of receipt may be canceled.
- Progress Reporting.** Grantees will be required to submit regular narrative reports and data in a prescribed manner.
- Grant Payments.** This is a cost reimbursement grant. Grantees will only be paid for eligible expenses (after the grant contract is fully executed) that are incurred and are consistent with the negotiated budget.
- OJP Grant Manual.** Grantees, grantee subgrants and contracts agree to follow the OJP Grant Manual as part of the application process. The manual is a resource for how our office manages grants and covers topics such as grant administration policies, program modification policies, general accounting requirements, etc. [OJP Grant Manual](#)
- Expiring Grant Funds.** A portion of the total grant award will expire on June 30, 2025. See the Special Conditions page of the grant contract for details.

- **Grantee Orientation.** Grant award recipients will be required to have a representative, or representatives of the organization receiving the award, attend a future OJP grantee orientation session.

RFP Part 5: Right of Cancellation

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.i.

Department Approval



City Manager Approval



Item Description: Consider approving animal services contract with the Animal Humane Society

Background

In 2022, the Roseville Police Department shifted its animal hospital and impound services from the City of Saint Paul to the Como Park Animal Hospital due to changes in Saint Paul's service provisions. This led to the termination of contracts with all external suburban agencies. The decision to engage Como Park stemmed from various factors, including limited availability of alternative providers and the convenience of Como's new location within our city limits. While we acknowledge the advantages of utilizing Como Animal Hospital's location and staff, it has become apparent that the services required by the Roseville Police Department are somewhat unconventional for this particular facility. We recognize that our contract with Como Animal Hospital currently represents their sole engagement with a police department, and it is our belief that both parties would benefit from exploring options for a new service provider.

After engaging with multiple local jurisdictions, our staff has identified the Animal Humane Society in Woodbury as a prevalent partner in police and government contracts. Through communications with the Animal Humane Society and our counterparts who contract with them (Maplewood, White Bear Lake, Shoreview, Cottage Grove, Stillwater, and eleven others), our staff is confident that transitioning to their services would yield substantial benefits for both the department and our city. This potential change is not solely based on the range of services offered but also on pricing considerations. Upon reviewing contracts and previous charges, it has come to our attention that the standard intake cost for a canine at the Como Animal Hospital has been \$477.87, whereas the equivalent services at the Animal Humane Society would amount to \$225. Roseville partnered with the Como Animal Hospital on 31 canine intakes in 2023.

Our existing contract with the Como Park Animal Hospital requires a 60-day written notification for termination. If approved, our staff will proceed with terminating the contract and transition to the Animal Humane Society in Woodbury. It's important to note that discussions about termination have taken place with Como Park, and they are in agreement with the Roseville Police Department's decision to transition.

The contract was reviewed and approved by the City Attorney.

Policy Objectives

Following a thorough vetting process, the Roseville Police Department seeks to enter into a new animal impound services agreement with the Animal Humane Society (Attachment 1).

Racial Equity Impact Summary

The Animal Humane Society's mission is to engage the hearts, hands, and the mind of the community to help animals. Their three core values are: be good to animals, partner with people, and lead responsibly with compassion. In addition, their commitment to diversity, equity, and inclusivity is essential to their mission and shapes their culture, work, and the services they provide. They are committed to embracing the diverse experiences of their team members, volunteers, and clients they work with and work to instill equity within their organization.

Budget Implications

The Roseville Police Department does not anticipate any additional costs and/or fees above and beyond what is proposed in the 2024 Animal Control contractual budget of \$20,000, and believes there will be a cost reduction. Estimated annual costs for animal control services are outlined in the Woodbury Humane Society Impound Services Agreement (Attachment 1) with additional clarifications provided in their letter to municipalities (Attachment 2).

Staff Recommendations

Staff recommends Council approval to accept the Impound Services Agreement with the Woodbury Animal Humane Society and authorize the signing of the Agreement by the City of Roseville Mayor and City of Roseville City Manager.

Requested Council Action

The Roseville Police Department is seeking Council approval of the Animal Humane Society Impound Services Agreement allowing for the required City of Roseville signatures, specifically the City of Roseville Mayor and City of Roseville City Manager.

Prepared by: Deputy Chief Joe Adams

Attachments:

1. 2024 Animal Impound Services Agreement
2. Animal Humane Society City of Roseville Letter

**Animal Humane Society and
City of Roseville**

**Letter of Understanding for Impound Housing Services
2024**

1. Animal Humane Society (AHS) agrees to provide the following services:
 - a. Housing for stray or abandoned animals that are lawfully retrieved by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
 - b. AHS is unable to house wildlife or farm animals.
 - i. Exceptions can be made for chickens with prior approval of the site manager at AHS.
 - c. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
 - d. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
 - e. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - f. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - g. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
 - h. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
 - i. AHS will follow internal policy and best practice for unclaimed animals. **City of Roseville** may request and view AHS policies at any time.

2. AHS expectations:
 - a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community

service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.

- b. Animal Control Officer or Community Service Officer must reach out to their designated AHS contact for guidance prior to any seized animal being brought to AHS that is not stray or abandoned. Ability to house animals that are not stray or abandoned is not guaranteed through this contract.
- c. AHS has the sole authority for the disposition of all animals that have not been reclaimed upon the expiration of the legally designated holding period.
- d. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.
- e. AHS is not responsible for collecting any fees from an owner for a municipality.

3. **City of Roseville** agrees to:

- a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
- b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
- c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
- d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
- e. Pay the designated fees for each animal cared for from your municipality.
 - i. AHS will charge a standard hold fee for stray and abandoned animals of \$225 per canine or feline and a \$51 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
 - ii. AHS will charge an additional fee of \$630 for stray and abandoned animals with a legally mandated hold or quarantine that is not a 5-day stray hold.
 - 1. This fee covers up to 10 days of care and will usually be associated with a rabies quarantine after a bite.
 - 2. Holds lasting longer than 10 days will be charged a fee of \$63 per day.
 - 3. This fee will be charged to the municipality independent of who claims the animal.
 - iii. Animals that are deemed dangerous or potentially dangerous or animals that require multiple runs to house safely will have an added surcharge of \$75 per day.
 - iv. AHS will charge a \$26 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the standard fee. In these instances, AHS will charge the owner the additional reclaim fees.

- v. AHS will charge a \$75 DOA (administrative/processing/cremation) fee for disposal of any cadavers brought to an AHS facility by a representative of the municipality.
- f. Adhere to AHS policy and best practice for unclaimed animals. **City of Roseville** may request and view AHS policies at any time.
- g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after-hours drop off.
- h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
- i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.

4. Administration

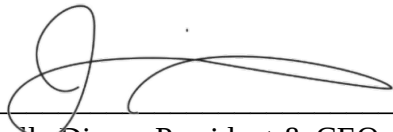
- a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
- b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
- c. Any billing disputes must be raised within 10 days of receipt of billing.
- d. The AHS agrees to maintain all data received from **City of Roseville** in the same manner as **City of Roseville** as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- e. Insurance Requirements.
 - i. Liability. AHS agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. Upon request **City of Roseville** shall be named as an additional insured.
 - ii. Automobile Liability. If AHS operates a motor vehicle in performing the services under this agreement, AHS shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
 - iii. Workers' Compensation. AHS agrees to comply with all applicable workers' compensation laws in Minnesota.
 - iv. Certificate of Insurance. The AHS shall deliver to **City of Roseville** a Certificate of Insurance as evidence that the above coverages are in full force and effect.
- f. Indemnification:
 - i. AHS. To the fullest extent permitted by law, AHS agrees to defend and indemnify **City of Roseville**, and its officers, employees, and volunteers, from

and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of AHS, AHS's subcontractor(s), or anyone directly or indirectly employed or hired by AHS, or anyone for whose acts AHS may be liable. AHS agrees this indemnity obligation shall survive the completion or termination of this agreement.

- ii. **City of Roseville.** To the fullest extent permitted by law, **City of Roseville** agrees to defend and indemnify AHS, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of **City of Roseville**, or anyone directly or indirectly employed or hired by **City of Roseville**, or anyone for whose acts **City of Roseville** may be liable. **City of Roseville** agrees this indemnity obligation shall survive the completion or termination of this agreement.

This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. If the municipality brings animals to AHS without a signed contract, it will be assumed that the agreement is extended for term of the next contract. The agreement can be ended at any time by either party with a 30 day written notice.

This agreement is entered into on the ____ day of _____, 202__ by



Janelle Dixon, President & CEO
Animal Humane Society

Signed on behalf of Municipal Authority

Printed Name and Title

Signed on behalf of Municipal Authority

Printed Name and Title

Email Address to send invoices

January 9, 2024

City of Roseville
2660 Civic Center Dr
Roseville, MN 55113

Dear Municipal Administrator,

Animal Humane Society's partnership with local municipalities improves the lives and welfare of animals as well as the impact they have on people in our community. We look forward to continuing our partnership with you in 2024.

We experienced several issues last year, so there are some things we wanted to clarify. There have been differences between the language of the contract and how municipalities are using impound services. This impacts our ability to operate effectively and efficiently. We understand how important impound services are for cities and the people they serve. We have specific processes we must follow to allow us to be an open admission shelter for the community and continue to provide impound services that support municipalities.

- The contract is to house only stray or abandoned companion (non-farm/livestock) animals. If the owner of the animal is known, it should only come to us if abandoned by that owner (including if that owner is taken to jail). **The contract does not include housing owned animals due to bite quarantine or if they are deemed dangerous or potentially dangerous.**
- We understand that sometimes longer holds are needed for stray and abandoned animals. Any extra holding time or services are not included in normal contract fees.
 - o Bite quarantine for a stray or abandoned animal necessitates a vet exam after a 10-day hold or euthanasia and diagnostic testing. There is an additional fee of \$630 for this service.
 - o Housing stray or abandoned animal that is also a Dangerous or Potentially Dangerous dog or is generally unsafe exposes our staff to more risk and requires extra housing space. There is a surcharge of \$75/day will be added to normal contract fees.
- If a municipality is handling a legal seizure of animals, they must reach out to the designated AHS contact for guidance and direction if they need or want support from Animal Humane Society. This contract does not apply to those situations.
- Please have officers fill out the intake form as completely as possible, especially if there is a bite involved. Incomplete information makes the process and potential follow up with Department of Health more difficult and it makes it more likely that rabies prophylaxis may be needed.
- Deceased animals must have intake paperwork filled.

- ACO's must not use this process to circumvent our normal surrender process for animals owned by the public. An owned animal needing to be surrendered must be coordinated through our [Pet Helpline 952-435-7738](tel:952-435-7738).

We aligned our fees with our costs. This means that charges in 2024 would be:

- Hold Fee - animal is not returned and is held at AHS for 5 days - \$225 for dog/cat; \$51 for other.
- Stray/ Abandoned Quarantine Fee - animal is held at AHS for 10 days for rabies quarantine - \$630 in addition to normal contract fees.
- Dangerous/Unsafe dog housing - \$75/day surcharge in addition to normal contract fees.
- Admin Fee - animal is returned to owner - \$26.
- DOA Fee - animal is brought in deceased, held and cremated by AHS - \$75.

If you have any questions about the program in general, please feel free to contact me at the email or phone number below. If you have any questions about specific billing issues or animals, please contact Astrid Roed, our site manager in Woodbury .

You will receive a contract digitally that has already been signed by Janelle Dixon, our CEO. Please digitally sign the contract in PDF format and return to us via the email address from which you received the contract.

We appreciate your partnership as we seek to serve both the people and animals of our communities.

Sincerely,

Erin Delmore, Director of Shelter Operations
Animal Humane Society
edelmore@animalhumanesociety.org
763-489-1580

Animal Humane Society, Woodbury c/o
Astrid Roed, Site Manager
9785 Hudson Rd Woodbury,
MN 55125
aroed@animalhumanesociety.org
(651) 788-4675

Animal Humane Society, Coon Rapids c/o
Shannon Houg, Site Manager

1411 Main St NW Coon Rapids,
MN 55448
shoug@animalhumanesociety.org
(763) 432-4856

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.j.

Department Approval



City Manager Approval



Item Description: Consider approving contract with Flock and Rosedale Center

Background

Staff seeks approval for the integration of "Flock" license plate readers within the City of Roseville and Rosedale Center.

The Roseville Police Department is committed to responsibly adopting technology to enhance public safety measures. While prioritizing public safety, we emphasize maintaining a delicate balance between privacy rights and fair application. The proven efficiency of "Flock" license plate readers in various environments suggests that their incorporation, with appropriate safeguards, into our city's infrastructure will significantly bolster the safety and security of our residents while upholding principles of fairness and privacy.

The license plate recognition technology empowers the camera system to conduct real-time inquiries with the National Crime Information Center (NCIC) for vehicles flagged for reasons such as theft, missing persons, Amber Alerts, Silver Alerts, and association with criminal activities or wanted fugitives. Upon receiving an alert from the Flock system on a vehicle's license plate having been entered in the NCIC, officers are promptly notified, enabling a timely response or further investigation in the area.

The Flock Automated License Plate Readers (ALPRs) operate by capturing snapshots of the rear license plates of passing vehicles. They do not incorporate facial recognition software or record images of pedestrians or drivers. Importantly, these systems do not enforce traffic laws, including violations such as speeding, running red lights, or expired tabs, nor are they used for immigration status checks. The technology solely captures vehicle descriptions and license plate information. Data stored within the Flock system is retained for 30 days, after which images and information are automatically purged. Access to this data is exclusively granted to law enforcement agencies for legitimate law enforcement purposes and is not shared with or sold to third-party vendors. Additionally, the 2015 ALPR law protects driver privacy, allowing data access only to personnel involved in active investigations.

It should also be noted that at the beginning of January, information about this technology, including our policy and applicable state statutes, was sent to our Multi Cultural Advisory Committee for their review. Members did not have any comments on the policy and use of FLOCK. The attached contract was also reviewed and approved by Roseville's City

Attorney.

Policy Objectives

Partnering with retailers, including Rosedale Center, to invest in innovative tools such as Flock Safety to ensure the safety of Roseville residents and visitors is a shared commitment of the City of Roseville and the Roseville Police Department. This commitment further solidifies our dedication to creating a safe and livable community for everyone, including Roseville's historically disadvantaged communities.

Racial Equity Impact Summary

Across the nation, auto theft disproportionately affects marginalized communities and people of color. The loss of transportation significantly impacts those most reliant on it, causing enduring financial and employment repercussions. Implementing license plate readers aids law enforcement in investigating auto theft while expediting the return of vehicles to their rightful owners. This technology not only assists in apprehending perpetrators but also plays a crucial role in reuniting individuals with their vehicles swiftly.

To ensure the Roseville Police Department continues to build trust with community members and increase racial equity, the Roseville Police Department has created a policy that strictly limits and safeguards the use of the ALPR data for specific criminal investigations (Attachment 1). The ALPR data can only be used for official law enforcement business and is not available to the public. The ALPR data may only be shared with other law enforcement or prosecutorial agencies for official law enforcement purposes. In addition, policy requires the following safeguards:

- All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- Biennial audits and reports shall be completed pursuant to Minn. Stat. § 13.824, Subd. 6.
- Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).
- All queries and responses, and all actions, in which data are entered, updated, accessed, shared or disseminated, must be recorded in a data audit trail.
- Any member who violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).

Budget Implications

The Flock ALPRs will be funded by Rosedale Center and there are no requirements for the city and Rosedale to continue the Flock Group, Inc. partnership at the end of the agreed upon contract.

Staff Recommendations

Staff recommends the Council approve entering into a partnership with Flock Group, Inc. and Rosedale Center.

Requested Council Action

Approve the contract and authorize RPD to enter into a partnership with Flock Group, Inc. and Rosedale

86 Center (Attachment 2).

87

88

Prepared by: Joe Adams, Deputy Police Chief

Attachments:

1. RPD Automated License Plate Readers Policy
2. Flock Law Enforcement Agreement_Roseville PD

89

Automated License Plate Readers (ALPR)

421.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (Minn. Stat. § 626.8472).

421.2 POLICY

The policy of the Roseville Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

421.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Roseville Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Deputy Chief. The Deputy Chief will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

421.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not necessary before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.

Roseville Police Department

Policy Manual

Automated License Plate Readers (ALPR)

- (f) If practicable, the officer should verify an ALPR response through the Minnesota Justice Information Services (MNJIS) and National Law Enforcement Telecommunications System (NLETS) databases before taking enforcement action that is based solely upon an ALPR alert.

421.4.1 RESTRICTIONS, NOTIFICATIONS AND AUDITS

The Roseville Police Department will observe the following guidelines regarding ALPR use (Minn. Stat. § 13.824):

- (a) Data collected by an ALPR will be limited to:
 - 1. License plate numbers.
 - 2. Date, time and location of data captured.
 - 3. Pictures of license plates, vehicles and areas surrounding the vehicle captured.
- (b) ALPR data may only be matched with the Minnesota license plate data file, unless additional sources are needed for an active criminal investigation.
- (c) ALPRs shall not be used to monitor or track an individual unless done so under a search warrant or because of exigent circumstances.
- (d) The Bureau of Criminal Apprehension shall be notified within 10 days of any installation or use and of any fixed location of an ALPR.

421.5 DATA COLLECTION AND RETENTION

The Deputy Chief is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

ALPR data received from another agency shall be maintained securely and released in the same manner as ALPR data collected by this department (Minn. Stat. § 13.824).

ALPR data not related to an active criminal investigation must be destroyed no later than 60 days from the date of collection with the following exceptions (Minn. Stat. § 13.824):

- (a) Exculpatory evidence - Data must be retained until a criminal matter is resolved if a written request is made from a person who is the subject of a criminal investigation asserting that ALPR data may be used as exculpatory evidence.
- (b) Address Confidentiality Program - Data related to a participant of the Address Confidentiality Program must be destroyed upon the written request of the participant. ALPR data already collected at the time of the request shall be destroyed and future related ALPR data must be destroyed at the time of collection. Destruction can be deferred if it relates to an active criminal investigation.

All other ALPR data should be retained in accordance with the established records retention schedule.

421.5.1 LOG OF USE

A public log of ALPR use will be maintained that includes (Minn. Stat. § 13.824):

Automated License Plate Readers (ALPR)

- (a) Specific times of day that the ALPR collected data.
- (b) The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal public databases with which the data were compared.
- (c) For each period of active use, the number of vehicles or license plates related to:
 - 1. A vehicle or license plate that has been stolen.
 - 2. A warrant for the arrest of the owner of the vehicle.
 - 3. An owner with a suspended or revoked driver's license or similar category.
 - 4. Active investigative data.
- (d) For an ALPR at a stationary or fixed location, the location at which the ALPR actively collected data and is installed and used.

A publicly accessible list of the current and previous locations, including dates at those locations, of any fixed ALPR or other surveillance devices with ALPR capability shall be maintained. The list may be kept from the public if the data is security information as provided in Minn. Stat. § 13.37, Subd. 2.

421.6 ACCOUNTABILITY

All saved data will be closely safeguarded and protected by both procedural and technological means. The Roseville Police Department will observe the following safeguards regarding access to and use of stored data (Minn. Stat. § 13.824; Minn. Stat. § 13.05):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) Biennial audits and reports shall be completed pursuant to Minn. Stat. § 13.824, Subd. 6.
- (d) Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).
- (e) All queries and responses, and all actions, in which data are entered, updated, accessed, shared or disseminated, must be recorded in a data audit trail.
- (f) Any member who violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).

Automated License Plate Readers (ALPR)

421.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures (Minn. Stat. § 13.824):

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
 - 4. A record of the factual basis for the access and any associated case number, complaint or incident that is the basis for the access.
 - 5. A statement that the request is authorized by the head of the requesting law enforcement agency or his/her designee.
- (b) The request is reviewed by the Deputy Chief or the authorized designee and approved before the request is fulfilled.
 - 1. A release must be based on a reasonable suspicion that the data is pertinent to an active criminal investigation.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

Flock Safety + MN - Roseville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Whyte
kyle.whyte@flocksafety.com
6512539350



EXHIBIT A
ORDER FORM

Customer:	MN - Roseville PD	Initial Term:	24 Months
Legal Entity Name:	MN - Roseville PD	Renewal Term:	24 Months
Accounts Payable Email:	jonah.figueiredo@cityofroseville.com	Payment Terms:	Net 30
Address:	2660 Civic Center Dr Saint Paul, Minnesota 55113	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases			
Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00

		Subtotal Year 1:	\$12,600.00
		Annual Recurring Subtotal:	\$12,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$24,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,600.00
Annual Recurring after Year 1	\$12,000.00
Contract Total	\$24,600.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Roseville PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 20 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End User which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose information or data relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) was disclosed as required by the Minnesota Government Data Practices Act. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information, other than any such information that is required to be maintained by a records retention act or similar law, will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret, provided that the Disclosing Party has identified such information as trade secret, shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise

transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid

by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business; or (iv) following the initial term, for any reason after providing (60) days' notice prior to termination. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY FOR DEFECTS, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AMOUNT OF INSURANCE COVERAGE IN EXHIBIT B. . THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN

THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II)
INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the amount of insurance coverage in Exhibit B.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will

collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“***Deployment Plan***”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“***Customer Obligations***”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Provided that the Customer has prior written notice and gives approval, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation or other loss of funds dedicated to the cost of Flock services with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.k.

Department Approval



City Manager Approval



Item Description: Accept 2023 Ramsey County Emergency Management & Homeland Security Grant

Background

In the Spring of 2022, the Roseville Police Department launched a drone program aimed at providing airborne support to police operations in a safe, responsible, and transparent manner. The goal is to preserve peace, reduce response times, and enhance the overall quality of life in the city of Roseville. Notably, the services offered by this program benefit not only Roseville but any city or county agency to which we can respond.

The use of drones has proven to be an effective method for law enforcement to gather critical information in response to service calls and emergency situations, as well as to conduct criminal investigations. Examples include providing an overhead view of an area or incident for ground personnel, safely clearing the interior of buildings, documenting crime and crash scenes in detail, and searching for lost or missing persons.

Our drone team has identified a need for a second full-sized drone. This additional drone would not only leverage new technology but also serve as a supplement to our existing drone. Currently, if we encounter mechanical issues, our drone program is sidelined. In such situations, we must rely on another agency or resort to alternative tactics, which may not always be as safe or productive. Introducing a second drone would provide the much-needed redundancy, ensuring the police department and the community's safety expectations are met.

In July 2023, the police department sought and obtained permission from the council to apply for this Urban Area Security Initiatives (UASI) grant, which was subsequently approved by Ramsey County Emergency Management & Homeland Security. The total cost of the drones and accessories is \$25,900, an expense fully covered by the grant.

As with past UASI grant applications, the Roseville Police Department seeks to fund innovative equipment outside the reach of its annual operating budget.

Policy Objectives

Allow the Roseville Police Department to accept the \$25,900 in grant funds to be used as requested.

Racial Equity Impact Summary

Investing in innovative tools to ensure the safety of both officers and the community is a shared commitment of the City of Roseville and the Roseville Police Department. This commitment further solidifies our dedication to creating a safe and livable community for everyone, including Roseville's historically disadvantaged communities.

Budget Implications

There is no initial cost to the City as there is no match requirement for this funding.

Staff Recommendations

The police department is recommending City Council adopt a resolution allowing the City of Roseville to accept Emergency Management grant funding in the amount of \$25,900 to enhance its unmanned aerial system program.

Requested Council Action

Adopt a resolution to accept grant funding in the amount of \$25,900 to enhance Roseville's unmanned aerial system program through the purchase of a drone.

Prepared by: Joe Adams, Deputy Chief

Attachments: 1. 2023 UASI Grant Agreement with Roseville (\$25900)



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2023 (UASI) Urban Area Security Initiative Grant Contract Agreement No.: A-UASI-2023-ROSEVLPD-014
Grantee: City of Roseville Police Department 2660 Civic Center Drive Roseville, MN 55113-1815	Grant Contract Agreement Term: Effective Date: 01/01/2024 Expiration Date: 06/30/2025
Grantee’s Authorized Representative: City of Roseville Police Department ATTN: Joe Adams – Deputy Chief 2660 Civic Center Drive Roseville, MN 55113-1815 Phone: 651-792-7275 E-mail: Joe.Adams@cityofroseville.com	Grant Contract Agreement Amount: Original Agreement \$ 25,900.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Brittany Wilber 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7451 E-mail: brittany.wilber@state.mn.us	Federal Funding: CFDA/ALN: 97.067 FAIN: EMW-2023-SS-00009 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2023 (UASI) Urban Area Security Initiative Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2023 (UASI) Urban Area Security Initiative Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. / P.O. No. A-UASI-2023-ROSEVLPD-014 / PO# 3000092682

Project No. N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Roseville Police Department

A-UASI-2023-ROSEVLPD-014

Budget Summary (Report)

UASI-2023-IJ#07: Info. & Intelligence Shrng				
Budget Category	Awarded			
Equipment				
Drone and Accessories	\$25,900.00			
Total	\$25,900.00			
Total	\$25,900.00			
Allocation	\$25,900.00			
Balance	\$0.00			

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.I.

Department Approval



City Manager Approval



Item Description: Accept Public Improvements Related to the Rose Place Townhomes
Public Improvement Contract

1
2 **Background**

3 On March 26, 2018, the City Council approved the Public Improvement Contract with Rose
4 of Sharon Manor, Inc., for development work related to the Rose Place Townhomes
5 development at 980-990 Lovell Ave West. The new public infrastructure constructed with
6 the project consists of watermain and sanitary sewer to serve the six townhome units.

7
8 All public improvements have been completed to the City's satisfaction. To close out the
9 Public Improvement Contract, a resolution (Attachment 1) from the City Council is needed
10 to accept the improvements.

11
12 **Policy Objectives**

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

15
16 **Racial Equity Impact Summary**

17 There should be no equity impacts associated with the closure of this project agreement.

18
19 **Budget Implications**

20 All project costs related to the project were paid for by the developer. No further costs are
21 associated with the project nor the Public Improvement Contract.

22
23 **Staff Recommendations**

24 The work completed was in accordance with the Public Improvement Contract. Staff
25 recommends the City Council approve a resolution accepting the public improvements
26 related to the Rose Place Townhomes Public Improvement Contract.

27
28 **Requested Council Action**

29 Motion to adopt the resolution accepting the public improvements related to the Rose Place
30 Townhomes Public Improvement Contract.

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

Attachments:

1. Resolution
2. Public Improvement Contract

**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 29th day of January,
3 2024, 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 **ACCEPTING PUBLIC IMPROVEMENTS RELATED TO THE ROSE PLACE**
9 **TOWNHOMES PUBLIC IMPROVEMENT CONTRACT**

10 WHEREAS, pursuant to a written contract signed with the City on March 26, 2018, Rose
11 of Sharon Manor, Inc. has satisfactorily completed the public improvements associated
12 with the Rose Place Townhomes Public Improvement Contract.

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

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

19 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 29th day of January, 2024, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 29th day of January, 2024.

Patrick Trudgeon, City Manager

(SEAL)

**PUBLIC IMPROVEMENT CONTRACT
ROSE PLACE TOWNHOMES**

- I. **Parties.** This Agreement, dated March 26, 2018, is entered into between the City of Roseville, a Minnesota municipal corporation, whose address is 2660 Civic Center Drive, Roseville, Minnesota 55113 (the “City”), and Rose of Sharon Manor, Inc., a Minnesota corporation, whose address is 7618 137th Street Court North, Hugo, Minnesota 55038 (the “Developer”).
- II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “*Rose Place Townhomes*” (also referred to in this Agreement as the “Plat”). The land is legally described as follows:

See Legal Description attached as Exhibit A hereto (the “Property”).

- III. **Terms and Conditions of Plat Approval.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- A. **Plat Approval:** Subject to the terms and conditions of this Public Improvement Contract, the recitals above, and all other applicable City Code provisions, the City hereby approves the recording of the Plat.
- B. **Land Use:** Construction and operation of six townhouses with two common area outlots (eight lots total) including a private driveway and storm water improvements.
- C. **Public Improvements.** The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements (“Public Improvements”) in compliance with City approved Public Improvement Construction Plans described in Section III E below and all rules, regulations, standards and ordinances of the City:
1. **Watermain construction:** The Developer shall construct all watermain determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
 - a) All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.
 2. **Sanitary sewer construction:** The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including individual lot services.
 - a) All sanitary sewers shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
 3. **Restoration of existing streets:** Curb cuts and street cuts shall be reconstructed to match existing street typical section.

a) All unused curb openings along Lovell Avenue curb line shall be removed and replaced with non-surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.

b) Utility trenches shall be restored by the Developer per City standard plate.

4. Erosion control: Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following:

a) No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.

b) Measures shall be installed in compliance with MPCA NPDES permit requirements.

c) The City will inspect the site periodically and determine whether it is necessary to take additional measures to address erosion. The Developer shall comply with all additional erosion control requirements.

d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep Lovell Avenue and Chatsworth Street on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.

e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.

D. Private Improvements. The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements ("Private Improvements") in compliance with City approved Construction Plans described in Section III E below and all rules, regulations, standards and ordinances of the City:

1. Site Grading and Turf Restoration. The Developer shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall conduct turf restoration on the Property which shall include seeding, mulching and erosion control.

a) The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.

b) The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as-constructed survey) of the development to the City after site grading, with street and lot grades.

- c) All improvements to the lots and the final grading shall comply with the approved grading plan.
- 2. Street Improvements. The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.
 - a) All streets for this Plat shall be private.
- 3. Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
 - a) Storm sewer facilities, including ponds and filtration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
 - b) Filtration basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.

E. **Development Plans.** The Property shall be developed in accordance with the following plans, specifications and other documents ("Plans"). With the exception of the Plat, the Plans may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the Plans have been submitted to and approved by the City. The Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans (which are sometimes referred to herein as the "Public Improvement Construction Plans") are as follows:

- a) Plat;
- b) Utility and Civil Site Plan;
- c) Grading, Drainage and Erosion Control Plan;
- d) Details; and
- e) Storm Water Pollution Prevention Plan.

F. **Notice to Proceed.** The improvements shall be installed in accordance with the City approved Plans and the rules, regulations, standards and ordinances of the City. The plans and specifications shall be prepared by a competent registered professional engineer, furnished to the City for review, and shall be subject to the approval of the City Engineer. No work shall commence on the Property until the City Engineer notifies the Developer that the work can commence.

- 1. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and other agencies and governmental authorities before proceeding with construction. Copies of these permits must be provided to the City Engineer.

2. The Developer or its engineer shall schedule a preconstruction meeting at a mutually agreeable time at City Hall with all the parties concerned, including City staff, to review the program for the construction work.
 3. The Developer represents to the City that the Plat complies with all City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- G. **Time of Performance.** The Developer shall complete all required improvements enumerated in Paragraph C by September 30, 2018. The Developer may, however, forward a request for an extension of time to the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- H. **Inspection.** The Developer shall provide the services of a Project Representative and assistants at the site to provide continuous observation of the work to be performed and the improvements to be constructed under this Agreement.
1. The Developer shall provide the City Engineer a minimum of one business day notice prior to the commencement of the underground pipe laying and service connection; and prior to subgrade, gravel base and bituminous surface construction.
 2. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to 1% per occurrence, of the amount of the security required for Developer improvements, which amount the Developer agrees to pay to the City upon demand.
- I. **Engineering Coordination.** A City Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City inspection services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$2,890.37. This amount shall be paid at or prior to the execution of this Agreement.
- J. **Security.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Public Improvements and construction of all Public Improvements, the Developer shall furnish either: a) a cash deposit, or b) an irrevocable letter of credit for \$90,324.25 in a form to be approved by the City (the "Financial Security"). The amount of the Financial Security is 125% of the estimated cost to construct the Public Improvements. The City shall have the right to draw upon and use the Financial Security in the event that the Developer fails to perform any of its obligations under this Agreement.

1. **Reduction of Security.** Periodically upon the Developer's written request, the City Engineer may reduce the amount of the Financial Security for completed Public Improvements provided the following conditions are met:
 - a) The Developer's engineer certifies that the Public improvements have been constructed to City Standards and in accordance with the Plans.
 - b) The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.
 - c) The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

The amount of reduction shall be equal to that portion of the Financial Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Financial Security be less than the greater of: (i) 25% of the original amount of the Financial Security, or (ii) 125% of the estimated cost to complete the Public Improvements which have not been completed as determined by the City Engineer.

2. **Release of Security.** This Agreement shall run with the land and may be recorded against the title to the Property. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements. This is accomplished through a City Council resolution provided the following conditions are met:
 - a) **As-built Survey.** The Developer shall provide an as-built survey upon completion of the Public Improvements described in Paragraph C in reproducible and digital (AutoCAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.
 - b) **Certification.** The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.
 - c) **Payment.** The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.
 - d) **Determination of Completion.** The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Plans, specifications and terms of this Agreement.

The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements.

In the event that a Letter of Credit is given as the Financial Security, the term of any Letter of Credit provided by the Developer must be at least one year. Notwithstanding anything to the contrary contained herein, in the event that: i) some or all of the Public Improvements have not been completed and accepted by the City before the expiration date of the Letter of Credit, ii) the City has been notified that the Letter of Credit is not being extended for another term of at least one year, and iii) no replacement Letter of Credit satisfactory to the City has been

delivered to the City, the City shall have the right to draw on the full amount of the Letter of Credit at any time prior to the expiration of the Letter of Credit. In the event of such draw on the Letter of Credit, the City shall have the right to use the amount drawn to complete any unfinished Public Improvements, perform any unperformed obligations of the Developer, pay the costs to draw on the Letter of Credit and/or pay any costs to enforce this Agreement. The Letter of Credit shall allow Partial Draws and shall provide that a draw can be made on the Letter of Credit at a location which is in or within 30 miles of the City of Roseville.

- K. **Ownership of Improvements and Risk of Loss.** Upon completion and City acceptance of the Public Improvements, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action, except as follows: Streets and storm sewer. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. The following special requirements shall apply with respect to the maintenance of Public Improvements which have been completed and accepted by the City: None.
- L. **Warranty.** The Developer shall install and construct the Public Improvements in accordance with the terms and conditions of this Agreement. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the two year warranty period. The Developer shall post maintenance bonds or other security acceptable to the City to secure the warranties described herein, which bonds or other security shall be in addition to the Financial Security described herein.
- M. **Utility Company Improvements.** The utility improvements include underground gas, electric, and telephone service as installed by the appropriate utility company at the direction of the Developer. The Developer shall arrange for the installation of underground gas, electric, telephone and cable television before the final lift is started.
- N. **Park Dedication Fee.** The park dedication fee for the new lots within the Plat shall be \$20,000.00 and shall be paid to the City of Roseville upon or prior to the execution of this Agreement.
- O. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of the Public Improvements. This license shall expire after the Property has been completely developed and all of the Public Improvements have been accepted by the City.
- P. **Building Permits.** In order to provide emergency vehicle access, a passable Class 5 road base must be extended to within 150 feet of any address seeking a building permit. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- Q. **Land Occupancy.** No certificate of occupancy shall be issued until:

1. The installation of a hard surface driveway and parking lot.
2. The installation of the appropriate ground cover.

R. **Construction Management.** The Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood as follows:

1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
2. **Parking and Storage of Materials.** No fill, excavating material or construction materials shall be stored in the public right-of-way.
3. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on weekends.
4. **Site Maintenance.** The Developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After the Developer has received twenty-four (24) hour verbal notice, the City shall have the right to complete or contract to complete the site maintenance work at the Developer's expense, which amount the Developer shall pay to the City upon demand.
5. **Cold Weather Construction.** The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year. Work may be performed after November 1st only with the approval of the City Engineer, and if permitted such work shall comply with City specifications.
6. **Bituminous and Concrete Material Acceptance.** The City shall not accept concrete curb and gutter that has structural or cosmetic defects. The City shall identify all defective curb for removal. The City shall not accept bituminous base course with less than 91.5% density or that has an open graded appearance as determined by the City Engineer. This is considered to be rejected and shall be required to be removed at the Developer's expense. At no time shall the bituminous wear course be installed after September 1st of any calendar year or prior to weight restrictions being lifted in the spring.
7. **Televising.** All storm sewer and sanitary sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on DVD.

S. **Certificate of Insurance.** The Developer shall provide, prior to the commencement of any site work or other development of the Property, evidence that it has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes workman's compensation and general liability. Limits for bodily injury and death shall not

be less than \$1,000,000 for one person and \$1,500,000 per occurrence. Limits for property damages shall be not less than \$500,000 for each occurrence. The City shall be included as an additional insured on general liability and property damage policies. The Developer shall provide the City with a renewal certificate of insurance at least 30 days prior to the expiration date of any policy required hereunder.

T. All Costs Responsibility of Developer. The Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the development of the Property, and the construction of the improvements required by this Agreement, including but not limited to, all costs of persons doing work or furnishing skills, tools, machinery and materials; insurance premiums; Letter of Credit fees and bond premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Property; and all costs incurred pertaining to the inspection and monitoring of the work performed and improvements constructed on the Property. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements or the development of the Property. The Developer agrees to defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the Property or the acts of the Developer, and its employees, agents or contractors in connection thereto.

1. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval, development of the Property, construction of the improvements or other work performed on the Property. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
2. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges, costs and fees referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, all of the Property, or any part of it.
3. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may, in addition to all other rights and remedies the City may have, halt development and construction work on the Property including, but not limited to, the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year, or the maximum amount allowed by law, whichever is less.
4. The Developer shall reimburse the City for all costs incurred in the enforcement of this Agreement, including all attorney and engineering fees.
5. In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, City storm water connection charges and building permit fees. The Developer shall pay all such other charges and fees upon being billed by the City.

- U. **Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default not less than 48 hours in advance or immediately before the City commences performing such work in the event of an emergency. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part, against the Developer and/or the Property.
- V. **Remedies.** Upon the occurrence of a breach of this Agreement by the Developer, the City, in addition to any other remedy which may be available to it, shall have the right to do any or all of the following:
1. City may make advances or take other steps to cure the default, and where necessary, enter the Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the date of such advances or expenses at the rate of 10% per annum or the maximum allowed by law, whichever is less. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default or from any other default hereunder. The City shall not be obligated, by virtue of the existence or the exercise of this right, to perform any such act or cure any such default.
 2. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
 3. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default.
 4. Halt all development work and construction of improvements until such time as the event of default is cured.
 5. Withhold the issuance of a building permit and/or prohibit the occupancy of any structure(s) for which permits have been issued.
 6. Draw upon and utilize the Developer's Financial Security to cover the costs of the City in order to correct the default, the costs to complete any unfinished Public Improvements, the costs to draw on the Financial Security and/or the costs to enforce this Agreement.
 7. Terminate this Agreement by written notice to Developer at which time all terms and conditions contained herein shall be of no further force or effect and all obligations of the parties imposed hereunder shall be null and void.
 8. Exercise any other remedies which may be available to it at law or in equity.
 9. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.
 10. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any liability or

damages, including reasonable attorneys fees, which may be incurred as a result of the exercise of the City's rights pursuant to this Agreement.

W. Assignment. The Developer may not assign this Agreement without the written permission of the Roseville City Council.

X. Notices to the Developer. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Chief Executive Officer or another officer, employee or agent of the Developer, or mailed to the Developer by registered or certified mail at the following address:

Rose of Sharon Manor, Inc.
7618 137th Street Court North
Hugo, MN 55038
Attn: Brent D. Thompson, CEO

Y. Notices to the City. Required notices to the Developer shall be either hand delivered to the City Engineer, or mailed to the City by registered or certified mail in care of the City Engineer at the following address:

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

Z. Miscellaneous.

1. The Developer shall comply with any and all applicable City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations that may apply to the Plat, the development of the Property, and the construction of the Public Improvements described herein.
2. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.
3. The obligations of all parties signing this Agreement as a Developer shall be joint and several.
4. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
5. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by the parties and approved by the Roseville City Council. The City's failure to promptly take legal action to enforce a default under this Agreement shall not be a waiver or release of such default.
6. This Agreement shall run with the land and shall be binding upon the Developer, and its successors and assigns. The Developer shall, at its expense, record this Agreement with the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey County Registrar of Titles if the Property is Torrens property. The Developer shall, prior to the time this Agreement is executed and recorded, furnish the City with title evidence

and make arrangements satisfactory to the City to confirm that at the time that this Agreement is executed and recorded the Developer is the sole fee simple owner of the Property and that there are no other parties having an interest in, or a lien or encumbrance against the Property. No work shall commence on the Property prior to the recording of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal proceeding pertaining to this Agreement, or the rights or obligations of the parties hereunder, shall be venued in courts or tribunals located in Ramsey County, Minnesota.
8. In addition to all other terms and conditions of this Agreement the Developer shall comply with and perform the Conditions of Development attached hereto as Exhibit B.

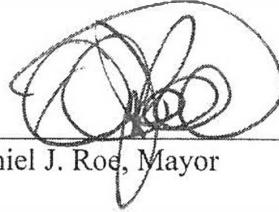
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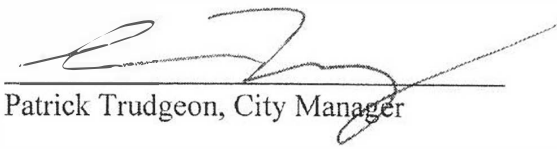
(Signatures Follow)

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

CITY

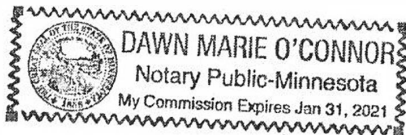
City of Roseville

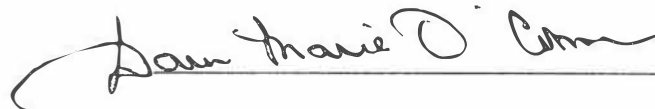
By: 
Daniel J. Roe, Mayor

By: 
Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey

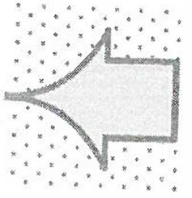
The foregoing instrument was acknowledged before me this 26 day of March, 2018, by Daniel J. Roe and Patrick Trudgeon, the Mayor and City Manager respectively, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.




Notary Public

DEVELOPER

Rose of Sharon Manor, Inc.



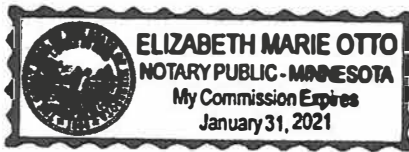
By: 

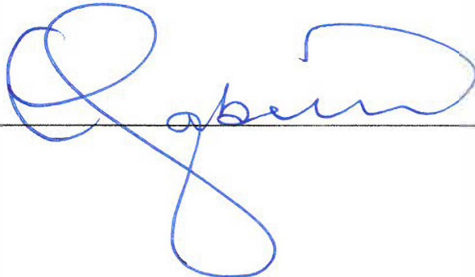
Brent D. Thompson

Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 5th day of April, 2018,
by Brent D. Thompson, the Chief Executive Officer of Rose of Sharon Manor, Inc., a Minnesota
corporation, on behalf of the corporation.





Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville
Engineering Division
2660 Civic Center Drive
Roseville, Minnesota 55113

EXHIBIT A
Legal Description

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Lots 1-8, Block 1, Roseplace Townhomes.

TO BE COMPLETED AS APPLICABLE

EXHIBIT B
Conditions of Development

1. All property owners shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
2. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
3. The Developer shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
4. The Developer shall provide the City proof that the Developer/Owner is the fee simple owner of all of the Property included in the Plat and that there are no liens, encumbrances or other parties having an interest in the Property at the time the Plat and the Public Improvement Contract are recorded, or make other arrangements which are reasonably satisfactory to the City to assure that title to the Property following the recording of the Plat and the Public Improvement Contract shall be acceptable to the City.
5. The Developer shall pay all unpaid City subdivision review and other fees prior to the City releasing the Plat for recording.
6. No building permits shall be issued for any use of the Property which is not a permitted use.
7. The Developer shall form a Homeowner's Association(s) which will, among other things, be responsible for the maintenance and repair of various amenities on the Property. The Homeowner's Association documents shall be subject to the approval by the City Attorney and Staff. No work shall commence on the Property until such approval is given unless otherwise designated by the City Engineer in writing.

CONSENT OF MORTGAGEE

North Star Bank, having an interest of mortgagee in the real property described in the foregoing Public Improvement Contract (the "Contract"), hereby consents to the Contract, subjects and subordinates its interest in the real property to the Contract, and agrees to abide and be bound by the terms and conditions of the Contract with respect to the Mortgagee's interest in the real property.

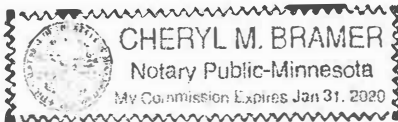
IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of April 11, 2018.

North Star Bank

By: [Signature]
Its: A.V.P.

STATE OF Minnesota
COUNTY OF Ramsey) ss.

The foregoing instrument was acknowledged before me this 11th day of April, 2018, by Christopher W. Engel, the AVP of North Star Bank, a Minnesota banking corporation, on behalf of the corporation.



[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Erickson, Bell, Beckman & Quinn, P.A.
Attorneys at Law
Suite 110
1700 West Highway 36
Roseville, MN 55113
(651) 223-4999

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.m.

Department Approval



City Manager Approval



Item Description: City Support for the Rice Creek Watershed District State bonding request for the Jones Lake Project

Background

A July 2011 rain event dropped 6 inches of rain over the course of a few hours and led to multiple areas of flooding within the city. The most highly impacted areas were Fairview Avenue at Hwy 36, Gottfried Pit on Larpenteur Avenue, and also included several residential structure issues. This rain event was considered a 0.5% chance event (200-year rainfall), and the City is still working on solving several of the issues that were identified during the event.

Following the 2011 event, New Brighton and St. Anthony Village worked with the Rice Creek Watershed District (RCWD) to complete flood studies within their cities in 2012, which focused on flood problems, solutions and costs. Roseville documented the issues caused by the 2011 event and worked internally to prioritize and determine appropriate next steps.

In 2013, the cities of New Brighton and St. Anthony Village petitioned RCWD for the establishment of a phased basic water management project. The goal of this project is to develop a comprehensive and integrated strategy for stormwater management, flood damage reduction, and water quality enhancement. The cities could utilize the findings of the report to implement a series of project components to achieve reasonable stormwater management and flood damage reduction objectives. Roseville requested to be a petitioner in 2014 and RCWD accepted the amended petition in June 2014.

The petition created the Watershed Basic Water Management Project 2013-01, which is made up of several phases:

- Phase 1 consisted of phasing, coordination, and implementation proposals contained within the original petition, and a report was submitted March 31, 2014. This phase 1 report identified two projects, Mirror Lake and Hansen Park, as key features in the overall project objections and were ready for immediate implementation while other project components continued to be analyzed. Both the Mirror Lake and Hansen Park Projects were completed in 2018.

- Phase 2 consisted of feasibility studies that develop a regional, comprehensive stormwater management and flood damage reduction plan, to include water quality features, which identified capital improvements and other actions to be undertaken by the cities and RCWD. Phase 2 was completed in 2019.
- Phase 3 consists of developing the implementation timelines and priorities, cost allocations and revenue generation methods for both implementation and long-term maintenance of the capital improvements and water quality features.
- Phase 4 is implementation of one or more of the project components identified in Phase 2 as a coordinated series of capital improvements by the cities and RCWD.

Within the reports created by the Basic Watershed Management Project, Jones Lake was identified as having significant regional importance to improve water quality and also reduce the overall risk of flooding in the cities of New Brighton, Roseville, and St. Anthony Village, and also along the 35W corridor within the Ramsey County Ditch 2, 3, & 5 drainage area.

New Brighton, at their January 9, 2024 meeting, approved a resolution supporting the RCWD State bonding request, and New Brighton also recently purchased additional property around Jones Lake to be better prepared for the potential project.

The Jones Lake project is estimated to be \$7 million for design and construction, and the State bonding request is \$7 million.

Policy Objectives

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition, and to cooperate and collaborate with adjacent municipalities and watershed districts to address intercommunity drainage issues.

Racial Equity Impact Summary

There should be no equity impacts associated with this request. Stormwater improvements provide a system-wide benefit and all residents and property owners in the area benefit by the system operating as intended.

Budget Implications

There are no budget implications for this discussion topic.

Staff Recommendations

Staff recommends the City Council pass the resolution of support for the Rice Creek Watershed District State bonding request.

Requested Council Action

Staff requests that the City Council pass the resolution of support for the Rice Creek Watershed District State bonding request.

Prepared by: Ryan Johnson, Environmental Manager

Attachments:

1. Resolution
2. Ramsey County Ditch 2, 3, & 5 Drainage Area Map

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 29th day of January, 2024, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION SUPPORTING RICE CREEK WATERSHED DISTRICT STATE
BONDING REQUEST FOR JONES LAKE**

WHEREAS, in 2013, the City of New Brighton and the City of St. Anthony Village petitioned the Rice Creek Watershed District to address stormwater management and flooding within our cities; and

WHEREAS, Roseville petitioned the Rice Creek Watershed District in 2014 to be a co-petitioner with New Brighton and St. Anthony Village; and

WHEREAS, the Rice Creek Watershed District amended the 2013 petition and approved the inclusion of the City of Roseville in June 2014; and

WHEREAS, the Rice Creek Watershed District has implemented project improvements in Hansen Park and Mirror Lake to meet primary project objectives that were completed in 2018; and

WHEREAS, New Brighton has acquired property in and around Jones Lake to facilitate a large stormwater project that mitigates flooding risk in the petition communities; and

WHEREAS, the Jones Lake Project is estimated to be \$7 million for design and construction, and the project would not be possible without the assistance of State bonding given the scope and cost of the entire project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, that the City supports the Rice Creek Watershed District's request for State bonding in the amount of \$7,000,000 for the design and construction of the Jones Lake Project.

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

34 and the following voted against the same: .

35 WHEREUPON said resolution was declared duly passed and adopted.

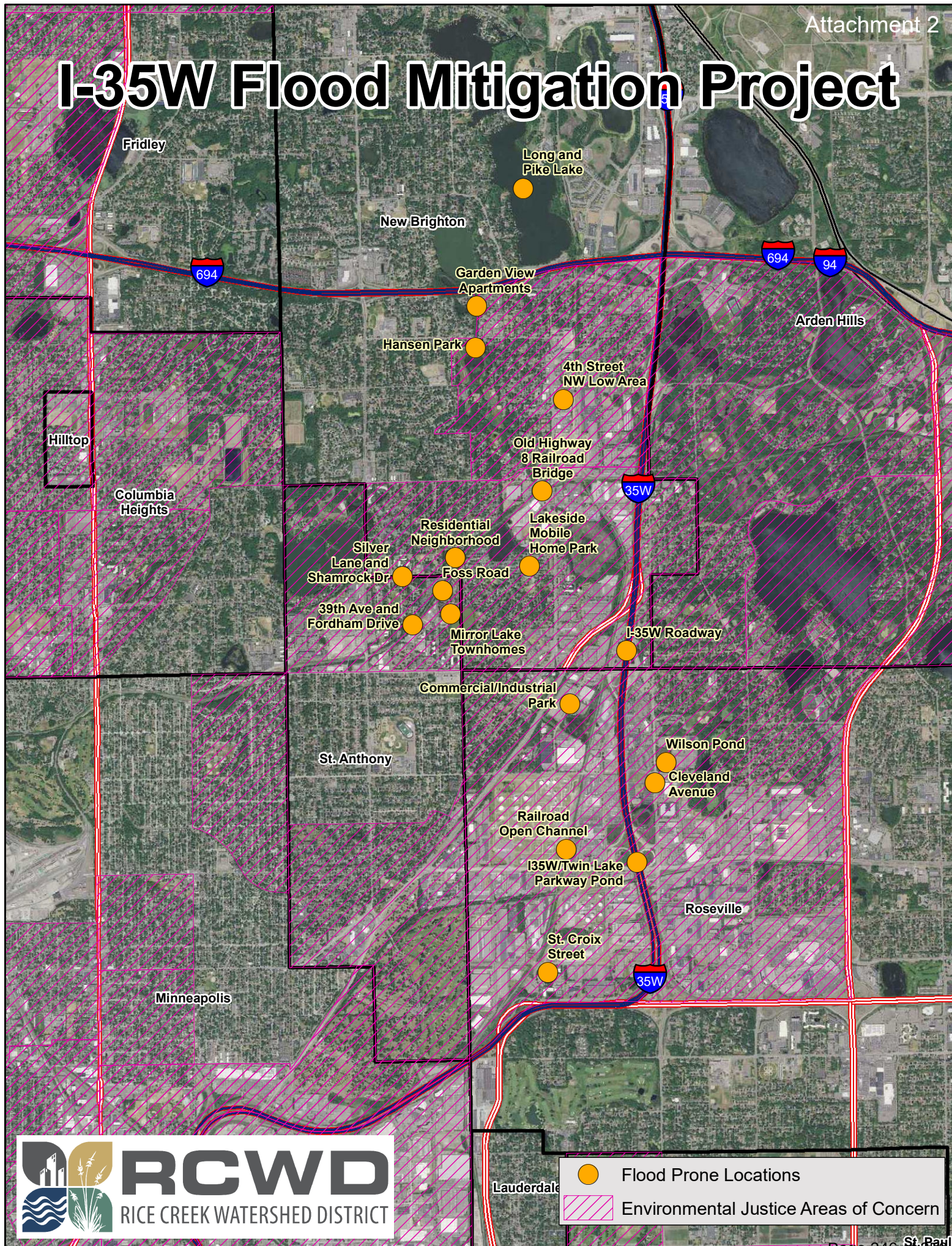
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

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 29th day of January, 2024, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 29th day of January, 2024.

Patrick Trudgeon, City Manager

I-35W Flood Mitigation Project



REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.n.

Department Approval

Janice Gundlach

City Manager Approval

Samir Truoglu

Item Description: Approve the renewal Short-Term Rental License for 770 Heinel Drive

Background

Chapter 909 of City Code requires the licensing of non-owner occupied short term rentals of dwelling units, subject to certain exemptions. On February 13, 2023 the City Council adopted amendments to Chapter 909, which stopped the issuance of any new short term rental licenses but allowed renewals of previously approved licenses. On December 9, 2023, an application for renewal of the short-term rental license was submitted by the property owner. The subject property's current short term rental license is valid through February 1, 2024.

The property is a four bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. There have been no nuisance or property maintenance violations in the last five years that impact the ability of the license to be issued. Monthly payments of the required lodging tax have been submitted to the City. Short term rental licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license and will be one of seven properties with a current short term rental license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602.

A draft of the license is provided as Attachment 2. The applicant has supplied all required license information and paid the license fee of \$515. In accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires presentation to the City Council. Based upon the requirements outlined in ordinance, the property owner is entitled to the license.

Policy Objectives

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

Racial Equity Impact Summary

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

Budget Implications

The license fee of \$515 was paid to the City at the time of application submittal.

Staff Recommendations

Staff recommends the approval of a one year renewal of a Short-Term Rental License for 770 Heinel Drive.

Requested Council Action

40 By motion, approve the renewal of the Short-Term Rental License for 770 Heinel Drive.

41

42

Prepared by: David Englund, Building Official

Attachments: 1. Application for License Renewal 770 Heinel
2. Draft License

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[Menu](#) [Reports](#) [Help](#)File Date: [12/09/2023](#)Application Status: [In Review](#)Application Detail: [Detail](#)Application Type: [Short-Term Rental License Renewal](#)Address: [770 Helmel Dr W Roseville MN 55113](#)

Custom Fields: UNIT DETAILS

Unit Type

[Single-Family Home](#)

Number of Bedrooms

[4](#)

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

[✓](#)

Attestation to Payment of Lodging Tax

[✓](#)

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	License Holder		Mailing, 3093 Avon St ...	Active	Tim Nguyen

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: [\\$525.30](#)Total Fee Invoiced: [\\$525.30](#)Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	License Issuance	Jan Rosemeyer			

Initiated by Product: ACA

ATTACHMENT 2

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

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

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

License Number: STR-XXX

Owner: Tim Nguyen

Phone: 651-XXX-XXXX

Email: tbnguye@gmail.com

Address: 770 Heinel Dr. W

Expiration: 2/1/2025

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

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

In the Unit:

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

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

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

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

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

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

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

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

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

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

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

Extension Cords may be used only for portable appliances.

Address Numbers must be clearly visible from the street.

Occupancy:

Rental Units may house 4 unrelated adults or 1 family.

Storage/Waste:

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

Vehicles/Driveway/Parking:

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

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

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

Yard:

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

Noise:

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

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

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

Pets:

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

WHEN ISSUES ARISE

For an emergency, call 9-1-1

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

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/29/2024

Item No.: 10.o.

Department Approval

Janice Gundlach

City Manager Approval

Samuel Truog

Item Description: Approve the renewal of a Short-Term Rental License for 1901 Ryan Avenue

Background

Chapter 909 of City Code requires the licensing of non-owner occupied short term rentals of dwelling units, subject to certain exemptions. On February 13, 2023 the City Council adopted amendments to Chapter 909, which stopped the issuance of any new short term rental licenses but allowed renewals of previously approved licenses. The original short term rental license for 1901 Ryan Avenue was issued on February 14, 2023 and is valid through February 14, 2024. On December 11, 2023, an application for renewal of the short term rental license was submitted by the property owner.

The property is a three bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. There have been no nuisance or property maintenance violations in the last five years that impact the ability of the license to be issued. Monthly payments of the required lodging tax have been submitted to the City. Short term rental licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license and will be one of seven properties with a current short term rental license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602.

A draft of the license is provided as Attachment 2. The applicant has supplied all required license information and paid the license fee of \$515. In accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires presentation to the City Council. Based upon the requirements outlined in ordinance, the property owner is entitled to the license.

Policy Objectives

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

Racial Equity Impact Summary

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

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Budget Implications

The license fee of \$515 was paid to the City at the time of application submittal.

Staff Recommendations

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

Requested Council Action

By motion, approve the renewal of the Short-Term Rental License for 1901 Ryan Avenue.

Prepared by: David Englund, Building Official

- Attachments:**
- 1. Application for License Renewal 1901 Ryan
 - 2. Draft License

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Menu Reports Help

File Date: 12/11/2023

Application Status: In Review

Application Detail: Detail

Application Type: Short-Term Rental License Renewal

Address: 1901 Ryan Ave W Roseville MN 55113

Custom Fields: **UNIT DETAILS**

Unit Type

Single-Family Home

Number of Bedrooms

3

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

Y

Attestation to Payment of Lodging Tax

Y

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	License Holder		<u>Home, 15651 N Diamond...</u>	Active	<u>Julie Stueve</u>

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: \$525.30

Total Fee Invoiced: \$525.30

Balance: \$0.00

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

Initiated by Product: ACA

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License Number: STR-XXX

Owner: Julie Stueve

Phone: 651-XXX-XXXX

Email: juliestueve@gmail.com

Address: 1901 Ryan Ave.

Expiration: 2/14/2025

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FUTURE MEETING AGENDA HIGHLIGHTS

January 29, 2024

February 12, 2024 City Council Meeting

- Consider Housing Trust Fund Ordinance Adoption
- Consider Approval of Short-Term Rental Ordinance
- Discuss Street Light Policy
- Review of Budget Process
- Discuss City Council and Commission Rules of Procedure

February 21 and 22, 2024 Special City Council Meetings

- Dates reserved for Commission Applicant Interviews

February 26, 2024 City Council Meeting

- Proclaim Women's History Month
- Discuss Public Works City Code Update
 - Benches in public right-of-way
 - Street patching
 - Fats, Oils, and Grease (FOG)
 - Assessments
 - Abatements for repairs

			<u>Future Agenda Review - Longer Term Initiatives</u>				1/4/2024
			(items that likely require council discussion/action)				
<u>Item</u>				<u>Initiated By</u>	<u>Target Date</u>	<u>Status/Notes</u>	
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	