



City Council Agenda

Monday, February 26, 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: Strahan, Etten, Schroeder, Groff, and Roe
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
- 6:10 p.m. **5. Recognitions and Donations**
a. Proclaim Women's History Month
- 6:15 p.m. **6. Items Removed from Consent Agenda**
- 7. Business Items**
- 6:20 p.m. a. Presentation by Northeast Youth and Family Services Executive Director Angela Lewis-Dmello
- 6:40 p.m. b. Consider Ordinance Amending Chapter 407 of Roseville City Code, Abatement of Public Nuisances
- 6:50 p.m. c. Consider Ordinance Amending Chapter 707 of Roseville City Code, Right-of-Way Restorations
- 7:00 p.m. d. Consider Ordinance Amending Chapter 801 of Roseville City Code, Water Meters
- 7:10 p.m. e. Consider Ordinance Amending Chapter 801 of Roseville City Code, Private Water Supplies
- 7:20 p.m. f. Consider Ordinance Amending Chapter 703 of Roseville City Code, Courtesy Benches
- 7:30 p.m. g. Consider Ordinance Amending Chapter 802 of Roseville City Code, Discharge of Fats, Oils and Greases
- 8. Council Direction on Councilmember Initiated Agenda Items**
- 7:40 p.m. **9. Approval of City Council Minutes**
a. Approve Minutes from the January 29, 2024 City Council Meeting
b. Approve Minutes from the February 12, 2024 City Council Meeting
c. Approve Minutes from the February 21, 2024 Special City Council Meeting
- 7:45 p.m. **10. Approve Consent Agenda**
a. Approval of Payments
b. Approve General Purchases Exceeding \$10,000 or Sale of Surplus Items
c. Approve Renewal of Consumption and Display Permit for Hidden Puzzle Rooms LLC dba Hidden MN

- d. Award Contract for Operation of a Clean Up Day
- e. Approve the Cooperative Construction Agreement with the City of Falcon Heights for the 2024 Sanitary Sewer Lining Project 24-06
- f. Approve the Rice Creek Watershed District Programmatic Maintenance Agreement Update
- g. Approve utility rate study contract
- h. Authorize Mayor and City Manager to execute a Professional Services Agreement with the Saint Paul Area Chamber of Commerce and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul regarding continued funding of the Rice & Larpenteur Alliance

7:50 p.m. **11. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager**

- a. Future Agenda Review

8:00 p.m. **12. Adjourn**



Women's History Month March 2024

Whereas: Throughout history, extraordinary women have made significant contributions to the growth and strength of our city, state, and nation in countless ways; and

Whereas: Through leadership, innovation, and ingenuity, generations of women have made significant contributions in science, medicine, technology, business, politics, entrepreneurship, and culture; and

Whereas: Women have been leaders in securing their own rights of suffrage and equal opportunity; and in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, creating a more fair and just society for all; and

Whereas: Whether serving in elected positions across America, leading groundbreaking civil rights movements, venturing into unknown frontiers, or programming revolutionary technologies, generations of women that knew their gender was no obstacle to what they could accomplish have long stirred new ideas and opened new doors, having a profound and positive impact on our community.

Whereas: Despite their contributions, the role of women in history has been consistently overlooked and undervalued in literature, education, science, and culture; and

Whereas: This month, we celebrate countless pioneering women and their victories, and we continue our work to build a society where our daughters have the same possibilities as our sons.

Now, Therefore Be It Resolved, that the City Council hereby declares March 2024, to be Women's History Month in the City of Roseville.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 26th day of February, 2024.

Mayor Daniel J. Roe



Transforming Lives

NYFS
Northeast Youth
& Family Services

Our mission is to transform lives by ensuring access to care that nurtures healing, cultivates community, and inspires hope.

Welcome

Northeast Youth & Family Services is a community-driven, trauma-informed, and culturally responsive mental health and community service agency.

We serve clients of all ages and specialize in supporting youth and their families.

Our commitment to equity, authenticity, and community-driven services provides hope for many in our community who face financial, cultural, linguistic, and logistical barriers to care. Our sliding-fee scale means our doors are open to all, regardless of financial circumstances. Our focus on transformative relationships informs our collaboration with families, school staff, and law enforcement and enhances the positive impact on our clients and the communities we serve.

Together, we are doing so much more than we could ever achieve on our own.



community-
centered



committed

Mental Health Services

NYFS mental health services are culturally responsive, trauma informed, and community-centered.

Mental Health Clinics

We collaborate with clients to identify their goals and develop a plan to help reduce challenging symptoms and increase their mental health and wellbeing. **We believe healing and growth occur when clients can better understand their needs and experiences through a supportive relationship with a skilled, compassionate provider.**

Our goal is to offer clients quality mental health treatment within the context of their culture and lived experiences. We provide individual, couple, family, and group psychotherapy services attuned to the needs of each client, and we are the only nonprofit clinic in our area that specializes in serving youth and families. Our providers have a diverse array of training and experience and offer specialized child-centered play therapy, art therapy, trauma-focused therapy, and child and adolescent psychiatry services. We are proud to meet clients where they are in their health and healing journey.

School-Based Mental Health

Our school-based services provide mental health support to students in four northeast metro school districts. **Staff provide individual and group therapy to address issues related to trauma, depression, anxiety, and other concerns to elementary, middle, and high school youth.**

NYFS therapists collaborate with school staff to support student mental health needs in the classroom. Therapists also serve as a resource for schools, sharing their expertise while helping staff attend to the mental health needs of the school as a whole. This helps create better social, emotional, and academic outcomes for students, teachers, and schools.

Day Treatment Program

Our Day Treatment program offers therapeutic support to youth who are struggling with mental health symptoms that negatively affect their daily functioning. Our services are trauma-informed, culturally-responsive and individualized. We serve teens age 12-18 and specialize in serving those who have experienced trauma and are coping with moderate to severe anxiety or depression. We combine coping skills and behavioral interventions with group, individual, and family therapy. Our half-day therapeutic programming is paired with half-day educational services in partnership with the Mounds View School District. **With these supports, youth are better able to identify, express, and regulate their emotions, heal from challenging past experiences, and connect with their families and communities in positive ways.**

SERVING CHILDREN
AGES 4 AND UP, YOUTH,
& ADULTS

INDIVIDUAL, COUPLES,
AND FAMILY THERAPY

IN-PERSON & TELEHEALTH

CLINIC IN SHOREVIEW
& WHITE BEAR LAKE

We serve clients
seeking care for:

- depression & anxiety
- relationship concerns
- parenting support
- identity exploration & development
- traumatic experiences
- attention challenges
- autism
- mood & psychotic disorders
- and a variety of goals related to enhancing mental health and relationships.

empower



support

NYFS.ORG

Diversion Program

The Diversion Program is an alternative to the traditional juvenile justice system that works with youth ages 12-17 who have justice system involvement including theft, disorderly conduct, or alcohol/drug use. **Using restorative principles, we help youth address the incident and harm caused, rebuild their lives, and get back on track.** Youth attend one-to-one consultations, educational seminars with their parents, perform community service, and if applicable, pay restitution. Youth may also complete service projects, write apology letters to those they have harmed, and participate in chemical use testing. The program works to reduce the number of negative contacts youth have with law enforcement while significantly reducing the likelihood that they will reoffend in the future.

Community Connections Program

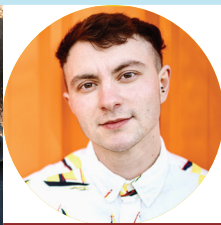
The Community Connections Program is **a seven-week, group-based experience for youth that builds social skills, self-confidence, and resilience through career exploration, self-reflection, volunteer activities, and contacts with other community service organizations.** It is offered to youth who would benefit from deeper and healthier connections with peers, adults, and their community. Components of the program include community service, work skills identification, and development of key life skills. Youth benefit from social connections with their peers and supportive adults while learning about resources in their community that will help them now and in the future. Youth are also introduced to activities that promote healthy living through nutrition, fitness, routine setting, time management, goal setting and moderation. Combined together, these components foster self-awareness, confidence, social skill development, and resilience.

Community Advocate Program

Through partnerships with five local law enforcement departments, our Community Advocate Program co-creates public safety by supporting citizens who have needs outside of the scope of law enforcement. The program serves adults who have had repeated contact with law enforcement and have underlying needs that cannot be resolved by law enforcement alone. The advocate provides crisis intervention services, mental health support, referrals for chemical health services, assists with homelessness prevention, and support for survivors of abuse. **By serving as a bridge between law enforcement, case managers, caregivers, and family members, the advocate is able to improve the quality of life of our clients while reducing reliance on law enforcement.**

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

— Erika Scheider, Roseville Chief of Police



Organizational Values

Equity, Inclusion, and Belonging

We are dedicated to creating an **inclusive, accessible, and accepting environment** that embraces diverse perspectives and backgrounds. It is our responsibility to work toward systemic justice and provide care individualized to client needs.

Authenticity

We strive to be **genuine, grounded, and true to our values** in order to be both trusting and trustworthy. We are invested in learning and we approach each encounter with humility and sincerity.

Community Driven

Our services are driven by the strengths and needs of our community. Through collaboration with clients and community members we ensure **our services are financially, logistically, linguistically, and culturally accessible.**

Integrity

We are **accountable, ethical, fiscally responsible, transparent, and dedicated** to aligning our decisions with our organizational values.

Transformative Relationships

We believe that healing and growth happen in the context of **empathic, client-centered, intentional relationships.** We bear witness to our clients' journeys with curiosity and kindness to promote transformational change.

Innovation

We look beyond what is and imagine what could be. We stay on the leading edge of care by **encouraging our clients and staff to explore their passions and strengths** with a creative and playful spirit.

Wellbeing

We believe that staff wellness and work sustainability are key to providing excellent mental health care. We understand the importance of organizational supports for secondary traumatic stress and are **committed to a family-first work philosophy for staff.**

We envision a world where thriving individuals and families are the building blocks of safe, unified communities established through a network of empowered and collaborative partnerships.

Transforming lives together.



innovative & passionate



NYFS is here for you, because of you.

If you need help —
reach out today.

If you can offer help —
please donate.

TO MAKE AN APPOINTMENT:

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

TO DONATE:

Go to **nyfs.org/donate**
or **mail** your donation to:

3490 Lexington Ave. N.
Shoreview, MN 55126



Transforming Lives

Shoreview Headquarters
3490 Lexington Avenue North, Suite 205
Shoreview, MN 55126
Phone: (651) 486-3808
Fax: (651) 486-3858

White Bear Lake Clinic
1280 North Birch Lake Blvd.
White Bear Lake, MN 55110
Phone: (651) 429-8544
Fax: (651) 407-5301

OUR PARTNERS

MUNICIPALITIES

Arden Hills
Birchwood Village
Falcon Heights
Hugo
Little Canada
Lauderdale
Mahtomedi
Mounds View
New Brighton
North Oaks
Roseville
St. Anthony
Shoreview
Vadnais Heights
White Bear Lake
White Bear Township

SCHOOL DISTRICTS

Roseville Area Schools
Mounds View Public Schools
St. Anthony-
New Brighton Schools
White Bear Lake
Area Schools

PUBLIC SAFETY

Mounds View
New Brighton
Ramsey County
Attorney's Office
Roseville
St. Anthony
White Bear Lake

NYFSorg 
Northeast Youth &
Family Services 

NYFS.ORG



PEOPLE, TRAINING, COMMUNITY, INFRASTRUCTURE, YOUTH, OUTREACH, FAMILIES, SPACES, PARTNERS, SCHOOLS, SERVICES, VISION, PURPOSE, MISSION, GROWTH



INVESTMENT IN:
staff
community
infrastructure
services
mission
growth

The power of intentional investment

Dear NYFS Community,

What a transformative year 2022-2023 was for NYFS! We are so grateful, proud, and excited to share with you what intentional investment has meant to the depth and breadth of our services. We have made incredible progress on stabilizing our organization, increasing our operational efficiencies, clarifying our unique strengths, refreshing our brand and identity, and committing to our staff's success.

At the heart of every NYFS staff member is a passion to help clients heal and thrive. We must support them as they support others. Our investment in staff through market-driven salaries, strong benefits, comprehensive and continuing training, and encouragement of innovation has meant better recruitment, retention, and staff satisfaction. We invested in infrastructure to ensure that our Shoreview Headquarters and White Bear Lake Clinic get the love and attention they deserve – making the spaces welcoming, trauma-informed, and increasingly accessible. With greater cross-team collaboration and communication, we are doubling down on our creative, authentic, mission-driven, and client-centered culture.

In addition to stabilization, we have grown our services and thoughtfully filled gaps to better care for our community. We launched our Community Connections Program to our general community, serving adolescents who seek tools to create a brighter future. We now offer Child Centered Play Therapy alongside additional specialized trauma therapy offerings. To support and train the next generation of practitioners, we created a scholarship-supported internship program specifically for BIPOC clinicians. To fully encompass this work, we reflected and refreshed our brand, vision, mission, and values. We also had a staff, board, and community-engaged process to create our 2023-2026 Strategic Plan; allowing us to dream and plan for the future. Part of this dream is already underway as we launch our new Domestic and Sexual Violence Advocacy and Therapy Services. This will allow us to better serve our current and future clients in a way vital to lasting safety and healing.

We can confidently say that we know who we are, what we can uniquely offer to our community, and that we have a strong foundation to build on together. We are so excited to have our partners and community support our strategic growth so that we can continue to serve you for decades to come!

Thank you,

Angela Lewis-Dmello
NYFS President & CEO

FY July 1, 2022 – June 30, 2023

Highlights & Outcomes



PROGRAM:

- ◆ Clinic Based
- ◆ Community Advocate
- ◆ Diversion
- ◆ Northeast Treatment Services (NETS)
- ◆ School Based

11,630
total client
sessions

601 Assessments
for Mental Health
Services

698 meetings with
85 Community
Advocacy Clients

628 meetings with
180 Diversion clients

164 family and couples
therapy sessions

\$46,466

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

**Top 3
Diagnoses
Treated:**

1. Generalized
Anxiety Disorder
2. Major Depressive
Disorder
3. Post Traumatic
Stress Disorder

Our Partners

MUNICIPALITIES

Arden Hills
Birchwood Village
Falcon Heights
Hugo
Little Canada
Lauderdale
Mahtomedi
Mounds View
New Brighton
North Oaks
Roseville
St. Anthony Village
Shoreview
Vadnais Heights
White Bear Lake
White Bear Township

SCHOOL DISTRICTS

Mounds View Public Schools
Roseville Area Schools
St. Anthony-
New Brighton Schools
White Bear Lake
Area Schools

PUBLIC SAFETY

Mounds View
New Brighton
Ramsey County
Attorney's Office
Roseville
St. Anthony
White Bear Lake

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

Thank you for Investing in NYFS.

Investing in youth, adults, families, and communities.

By investing in our clients and working closely with our municipal, school, public safety, and collaborative partners, we help our communities thrive in ways none of us could achieve on our own.



Trauma Informed Spaces Matter

We live a deep dedication to trauma-responsive care at NYFS.

This year we have invested in our clients and staff by ensuring that all of our policies, processes, and physical spaces are trauma responsive. We want our spaces to feel welcoming, for clients to feel as safe as possible, and to offer many choices. We intend to provide an environment where clients, whether they have experienced trauma or not, can feel supported, able to calm their bodies if they choose, and are without additional stressors that make healing more difficult.

"We want everyone that comes to NYFS to feel invited into an environment that can help to facilitate their healing and recovery." said our President and CEO, Angela Lewis-Dmello.

In our physical spaces this means that the space feels more like home than like an office or institution: trauma-informed paint colors, colorful and welcoming artwork, clear signage and easy wayfinding, a clean and tidy space with indoor plants, fidgets, comfortable seating with a view of and access to the door, choices of beverages, and warm lighting. We have implemented these changes at both our Shoreview and White Bear Lake locations and have been excited by the positive feedback from clients and staff.



"Empowering our community begins with strategic partnerships. The City of New Brighton values our collaboration with Northeast Youth and Family Services. By eliminating financial barriers to culturally relevant care, we lay the groundwork for a resilient future, enabling our residents to thrive. Together, we can forge a healthier, more connected tomorrow."

— Kari Niedfeldt-Thomas, Mayor, New Brighton

Investments help NYFS meet current and emerging needs.

Child Centered Play Therapy Launched

NYFS is proud to have launched **Child Centered Play Therapy (CCPT)** this year! CCPT is a therapeutic intervention that is developmentally targeted to children 3-12 years of age that uses non-directive play therapy – where the child directs their play – as the healing intervention. CCPT is an evidence-based, trauma-responsive, and culturally responsive therapy intervention for a variety of mental health concerns and challenges youth may face in childhood.

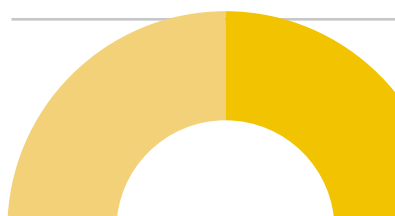
We are fortunate to have expert CCPT practitioners at NYFS that have been able to lead the way in developing this program, provide training to new therapists and interns, and offer consultation groups and supervision. As our Mental Health Director, Sarah Lockhart, MSW, LICSW shares, “When given the opportunity and space to express themselves through play, children heal at their own readiness and pace.”

WHY PLAY IS A DEVELOPMENTALLY-TARGETED INTERVENTION:

A child’s work is play – it helps children to understand and make sense of their world.

Children often do not have the words they need (for their thoughts, feelings, and actions) to verbally process their experiences.

Sometimes the difficult experiences a child has had are stored more in their body than consciously in their mind, so movement-based interventions are helpful.



Preparing for Brighter Futures



The **Community Connections Program** meets youth exactly where they are while helping them plan and dream about where they could go in the future. This innovative model of service offers a seven-week group-based experience for youth that builds social skills, self-confidence and resilience through career exploration, self-reflection, volunteering and meaningful interactions with other community service organizations.

The concept was developed as a direct response to our clients’ needs. “Youth and parents were requesting a program to continue the support that was provided in our Diversion Program,” says Jackie McGovern, Manager of Community Services and Diversion Coordinator. “Our answer was to develop a program where youth could have continued support, education, and healthy conversations.”

Based on success of the initial sessions, the Community Connections program has now expanded to serve youth outside of the Diversion Program who live primarily in the Roseville area. While this model is relatively new, it is based on years of experience working with youth and our community partners. **Together we are helping youth prepare for a brighter future than they had ever imagined.**

Steps Toward Equitable Practices Scholar (STEPS) Program



At NYFS we are aware of the attrition from the nonprofit sector, especially in youth-serving mental health agencies. We are dedicated to the training and development of strong and diverse practitioners who are able to sustain in the field long term. To support this goal, we launched a **cohort internship program**. We have seven interns this year working across our three mental health programs. Our new Internship Supervisor, Leah Martin, MSW, LICSW, is building the program and helps to support interns and staff throughout the year.

“We have a great cohort of interns this year who have been willing to grow alongside the program itself,” she says. “It is exciting for me to get to support them as they deepen their understanding and foster their passion for this work.”

One of NYFS’ core values is equity, inclusion, and belonging, and the first pillar of our 2023-2026 Strategic Plan is to provide culturally-responsive care. In commitment to our initiatives, NYFS launched our **STEPS Program for BIPOC interns**. This program provides a stipend, specialized training in culturally responsive clinical interventions, and other mentorship and support.

We have been grateful for the support of the Sauer Foundation and Ramsey County to get this program launched at NYFS.

empower



support

Changing to Meet Community Needs

Since our start in 1976, NYFS has collaborated with our community to meet current and emerging needs. We continue this commitment to growing, changing, and adapting our work to ensure a high level of care for all.



Expanding our Impact in Schools & Municipalities

NYFS is pleased to welcome St. Anthony-New Brighton School District as a new partner with NYFS to provide school-based care to its students starting in the 2023-2024 school year. The district joins the Mounds View, Roseville and White Bear Lake districts to provide support to students across 12 schools in four districts.

Our school-based services provide mental health support to students during the school day. These site-based, embedded services ensure continuity of care for the youth, many of whom would not be able to regularly access this level of care outside of their school.

"This is so powerful because not only do we work with the youth, we also have an impact on adults," adds Sway Gutierrez, a therapist working within the St. Anthony-New Brighton School District. She notes that offering mental health services in schools helps destigmatize seeking and receiving support for everyone. Together we are working to provide greater opportunities for learning and healing to happen for students, staff, and our community.

NYFS Partners with Arden Hills

Municipal partnerships have been a cornerstone of NYFS' work in the community since our start with 10 city partners in 1976. We've expanded our partnership since then and are excited to welcome the City of Arden Hills back to NYFS as a municipal partner with a long history of collaboration with NYFS.

"The City of Arden Hills' vision is for a strong community, and NYFS' mission to provide mental health services that cultivates community, makes this a natural partnership. As a NYFS board member, a city council member, and a mom, I truly value NYFS' work to support the mental health of our youth."

– Emily Rousseau, City Council Member, City of Arden Hills

Offering mental health services in schools helps destigmatize seeking and receiving support for everyone.

community-centered



committed

The Mission, Vision, and Values that Inform and Inspire

Our new mission statement conveys what we hope to accomplish at NYFS, our vision and values help guide us; they set our priorities and define our expectations for one another. They also give us a set of guardrails to ensure that we align with these practices each day while giving us a sense of pride for who we are and how we succeed together.

Our values statement can be found at nyfs.org/mission-values



Planning for the Future – NYFS Strategic Plan

To guide our work in the future, we worked with staff, board members, partners and community members to create a new strategic plan that is in line with our mission, vision and values. This intentional and inclusive process will help us enhance and expand services to meet our community’s needs now and in the future. These are the four pillars of the plan:

- 1 Ensure culturally responsive practices are prioritized in all aspects of the organization and embedded within all programs.
- 2 Grow financial stability and sustainability to expand mission impact in alignment with our organizational values.
- 3 Build a framework for programs that clarifies and enhances our provision of high-quality services.
- 4 Mature as a prominent, recognized and respected resource for our communities.

The full strategic plan can be found at nyfs.org/about/strategic-plan



OUR MISSION

Transforming lives by ensuring access to care that nurtures healing, cultivates community, and inspires hope.

OUR VISION

We envision a world where thriving individuals and families are the building blocks of safe, unified communities established through a network of empowered and collaborative partnerships.



Northeast Youth & Family Services Program Overview



MENTAL HEALTH SERVICES

Clinic-Based Mental Health

NYFS mental health services are culturally responsive, trauma-informed and community centered to help ensure that we serve the whole person in the context of their lived experiences and their community.

We offer in-person services at our Shoreview and White Bear Lake clinics as well as online telehealth sessions. We serve youth as young as age 4 through art and play therapy in addition to individual, couple and family therapy. A sliding-fee scale is available to reduce barriers to care.

PROGRAM HIGHLIGHT

Launched Child Centered Play Therapy services, created two beautiful play therapy rooms, and reopened our White Bear Lake Clinic to be a trauma-informed space for clients.

School-Based Mental Health

Our school-based services provide mental health support to students in four northeast metro school districts: Mounds View, Roseville, St. Anthony-New Brighton, and White Bear Lake. Staff provide individual and group therapy to address issues related to trauma, depression, anxiety, and other concerns to elementary, middle, and high school youth. NYFS Therapists also collaborate with school staff to support students’ mental health needs in the classroom.

PROGRAM HIGHLIGHT

Served 158 students during the 2022-23 school year and have already served 197 students during the 2023-2024 with increased capacity by adding districts and staff.

Day Treatment Program

Our Day Treatment program offers therapeutic support to youth who are struggling with mental health symptoms that negatively affect their daily functioning. We serve teens ages 12-18 and combine coping skills and behavioral interventions with group, individual, and family therapy. Our half-day therapeutic programming is paired with half-day educational services in partnership with the Mounds View School District.

PROGRAM HIGHLIGHT

Revised and enhanced our service delivery model to serve more youth in need of high acuity mental health services.

COMMUNITY SERVICES

Youth Diversion Program

The Youth Diversion Program is an alternative to the traditional juvenile justice system and serves youth ages 12-17 who have justice system involvement. Using restorative principles, youth attend one-to one consultations and educational seminars with their parents or caregivers, perform community service and if applicable, pay restitution. They may also complete service projects, write apology letters and participate in chemical use testing.

PROGRAM HIGHLIGHT

91% of youth who start the program successfully complete it with support from NYFS staff and their parents or caregivers.

Community Connections Program

This seven-week, group-based experience for youth builds social skills, self-confidence and resilience through career exploration, self-reflection, volunteer activities and contacts with other community service organizations. Youth are also introduced to activities that promote healthy living through nutrition, fitness, routine setting, time management and moderation

PROGRAM HIGHLIGHT

96% of youth attend all sessions and 100% have completed the program.

Community Advocate Program

The Community Advocate serves adults who have had repeated contact with law enforcement but have underlying needs that cannot be resolved by law enforcement alone. Common types of referrals include homelessness, mental health issues and chemical addiction. By providing crisis intervention services, mental health support and referrals for additional services, the advocate serves as a bridge between law enforcement and the client to increase their quality of life while reducing reliance on public safety interventions.

PROGRAM HIGHLIGHT

In 2022, The Community Advocate served 85 clients with 698 contacts with the client.
Not including other providers supporting the client.

NYFS Staff

Hamida Abdullahi
Intern Therapist

Carolyn Babekuhl,
MSW, LICSW
School Based Therapist

Laurie Berlin, LMFT
*School and Clinic Based
Therapist and Clinical
Supervisor*

LaTarsha Bronaugh, LPCC
Day Treatment Therapist

Miaa Bulchaa
Client Services Coordinator

Kendra Coop , LGSW
School Based Therapist

Sarah Geisbauer
Client Services Coordinator

Sway Gutierrez , LICSW
School Based Therapist

Melanie Haynes , LGSW
School Based Therapist

Jacqueline James, MA
*School and Clinic Based
Therapist*

Kathleen Kartheiser-Paal
School Based Therapist

Zota Korti, LPCC
Day Treatment Therapist

Molly Kummer
Senior Program Assistant

Abigail Lane, LICSW
Interim Clinic Manager

Angela Lewis-Dmello, LICSW
President & CEO

Sarah Lockhart, LICSW
Director of Mental Health

Emely Lopez
Intern Therapist

Angie Luna-Garcia
Intern Therapist

Steven Lutes, LICSW
*School Based Program
Manager*

Amelia Maijala
*Development and
Communications Manager*

Muna Makhtal, MA
School Based Therapist

Leah Martin, LICSW
*Internship Program
Supervisor and Clinic Based
Therapist*

Sam McGinnity
*Community Connections
Coordinator and Diversion
Specialist*

Jackie McGovern
*Community Services
Manager and Diversion
Coordinator*

Benjamin Moburg
*Day Treatment Mental
Health Practitioner*

Evelyn Morales
Intern Therapist

Kathryn Muellner, LICSW
*Day Treatment Coordinator
and Therapist*

Andrew Peach
*Day Treatment Mental
Health Practitioner*

Caleb Petersen, MA
Clinic Based Therapist

Jennifer Prock
Director of Finance

Trisha Sargent, LICSW
Clinic Based Therapist

Mawata Sesay
*Senior Human Resources
Generalist*

Angela Siegle-Pugh, LMFT
REACH Therapist

Jaclyn Suchy, MA
School Based Therapist

Jocelyn Thoemke,
LMFT, ATR-BC
*Clinic Based and
Art Therapist*

Ashley Tobias, LGSW
Clinic Based Therapist

Joanna Tyler
Client Services Coordinator

Leona Vann, LGSW
Clinic Based Therapist

Rachel Weiss, MA, ATR-P
School Based Therapist

NYFS Board of Directors

OFFICERS

Wayne Groff, Chair
Rep: City of Roseville

Cory Springhorn, Vice Chair
Rep: City of Shoreview

Scott McCune, Treasurer
Rep: White Bear Township

Jennifer Fink, Secretary
Rep: Community

MEMBERS

Mariel Culhane
Rep: Shoreview Community

Monica Roth Day
Rep: Community

Nicole Joy Frethem
Rep: Ramsey County

Heidi Hughes
Rep: City of White Bear Lake

Jan Jenson
Rep: St. Anthony Village

Curtis Johnson
Rep: Roseville School Board

Jennifer Lodin
*Rep: Mounds View
Public Schools*

Teresa Miller
Rep: City of Little Canada

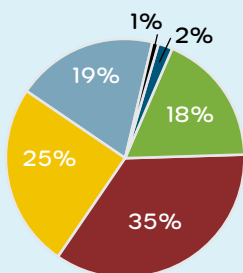
Emily Rousseau
Rep: City of Arden Hills

John Skillings
Rep: Community

Nyle Zikmund
Rep: City of Mounds View

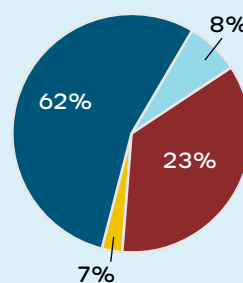
Statement of Activities

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Support:			
Grants and Contributions	\$157,151	\$154,903	\$312,054
Municipality Contract Revenue	561,812	-	561,812
In-Kind Contributions	66,159	-	66,159
Total Support	785,122	\$154,903	940,025
Revenue:			
Program Service Fees	1,210,542	-	1,210,542
Rental Income	494,237	-	494,237
Investment Inc (Loss)	34,220	-	34,220
Total Revenue	1,739,000	-	1,739,000
Net Assets Released from Restrictions	66,083	(66,083)	-
Total Support and Revenue	2,590,205	88,820	2,679,025
EXPENSES			
Program Services:			
Mental Health	1,940,151	-	1,940,151
Community Services	248,223	-	248,223
Total Program Services	2,188,374	-	2,188,374
Supporting Services:			
Management and General	735,850	-	735,850
Fundraising	226,851	-	226,851
Total Supporting Services	962,701	-	962,701
Total Expenses	3,151,075	-	3,151,075
INCREASE (DECREASE) IN NET ASSETS	(560,870)	88,820	(472,050)
Net Assets - Beginning of Year	1,473,670	-	1,473,670
NET ASSETS - END OF YEAR	\$ 912,800	\$ 88,820	\$ 1,001,620



REVENUE

- ◆ Individuals: \$48,386.25
- ◆ Municipalities: \$458,438.94
- ◆ Contract and Grants: \$922,413.91
- ◆ Third Party Billing and Fees: \$650,815.94
- ◆ Occupancy: \$501,886.37
- ◆ Investments: \$34,220.25



EXPENDITURES

- ◆ Mental Health: \$1,940,151.00
- ◆ Community Services: \$248,223.00
- ◆ Management and General: \$735,850.00
- ◆ Fundraising: \$226,851.00

Thank you to our Donors!

American National Bank
Andersen Corporate Foundation
Kay Andrews
Erica Antony
Dean & Debra Armstrong
Robert Ash
Lynn Ault
John and Mary Bachhuber
Jane Bacon
Thomas & Kathleen Baldwin
Caroline Bell Beckman
Laurie Berlin
Geraldine Blanski
Beverly Bosse
Pamela Brabeck
Michael Bradley
Sally Brown
CBRE
Children's Performing Arts
Churchill St. Restaurant
City of Roseville
Thomas Clark
Judith Cогnetta
David Czech
Steven Dehler
Dellwood Foundation, Inc
Jeevan and Milan Dmello
Carole Erickson
Erickson, Bell, Beckman
and Quinn, PA
Jason Etten
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F. R. Bigelow Foundation
Falcon Heights-Lauderdale
Lions Club
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Nicole Frethem
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Ellen Gevers
Greater Twin Cities United Way

Greater White Bear Lake
Community Foundation
Lorna Green
Denise Greene
Wayne Groff
James Halverson
Martha Hardesty
Mary Harrington
Mary Harris
Nancy Hauschild
Jim Hedeon
Scott and Julie Henry
Pat Hesli
Thomas Hess
Kathleen Heyman
Nancy Hite
Geoff Hollimon
HR Streamlined Solutions, LLC
Jerry Hromatka
Paul & Denise Jacobsen
Kathy and Paul Ciernia
Charitable Gift Fund
Debra Kohen
Marjorie Kulseth
Karin Larson
Barbara Leary
Don Lee
Angela Lewis-Dmello
Amanda Little
Michael Lovett
Carl Luepker
Ronald Lutes
Lutheran Church of
the Resurrection
Susan Lyon
Manitou Foundation
Carol Marchel
Dean Maschka
Scott McCune
Mary McDowall
Tammy McGehee
Gary & Kim Meehlhause
Bruce & Leeann Meyer
Teresa Miller
David Morris
Helen Nelson

New Brighton & Mounds View
Rotary Healthy Youth Foundation
Kari Niedfeldt-Thomas
David Norrgard
Northeast Metro
Golden K Kiwanis
Charles Oltman
Otto Bremer Trust
Mary Ann Palmer
Gloria & Warren Pederson
Jerald Peterson
Kent & Diane Peterson
Lee & Sandi Poppe
Press Publications
Ramsey County
Community Innovation
Rasmussen - Northeast Bank
Foundation
Redeemer Lutheran Church
Victoria Reinhardt
Bruce Robb
Daniel Roe
Roseville Area
Community Foundation
Roseville League of
Women Voters
Monica Roth Day
Royal Credit Union
Saint Paul & Minnesota
Foundation
Mary Santi
Dawn Saros-Kirk
Sauer Family Foundation
Jane Scheidnes
Joseph Scheidnes
Thomas & Lana Schuette
Muriel Seltz
Howell Smith
John & Marsha Soucheray
Michael Spellman
Cory & Cathy Springhorn
St Anthony Kiwanis Club
Steele and Hops
Jeff Stephenson
Strategic Consulting
& Coaching
Brian Strub
Ervin Studenski

John Suzukida
Virginia Turba
Vadnais Heights
Community Foundation
David Vik
Roberta Wells
White Bear Lake Lions Club
Roger Williams
Merrie Zakaras

Thank you for your support!

Please accept our
sincere apologies if we
omitted or misspelled
your name. Notify us of
corrections by calling
(651) 379-3451



NYFS is here for you, because of you.

Even if you never use our services, you benefit from our work in the community. Join us in investing in this work.

Your support transforms lives by ensuring access to care that nurtures healing, cultivates community, and inspires hope. Nearly half of our clients cannot afford the full cost of their care and we rely on generous donations from individuals and our community to ensure that those who need our help will receive it regardless of financial circumstances.

Please donate online at nyfs.org/donate or mail your donation to:

Northeast Youth and Family Services
3490 Lexington Ave. N.
Shoreview, MN 55126

Learn about other ways to donate at
nyfs.org/donate/options

Thank you for your support!

NYFS is a non-profit 501(c)3 organization. Your donation is tax deductible as allowed by law.

LOCATIONS:

Shoreview Headquarters
3490 Lexington Avenue North, Suite 205
Shoreview, MN 55126
Phone: (651) 486-3808
Fax: (651) 486-3858

White Bear Lake Clinic
1280 North Birch Lake Blvd.
White Bear Lake, MN 55110
Phone: (651) 429-8544
Fax: (651) 407-5301

NYFSorg
Northeast Youth &
Family Services



NYFS.ORG

2023-2026 Strategic Plan



Our mission is to
transform lives by
ensuring access
to care that
nurtures healing,
cultivates
community, and
inspires hope.



#1

Ensure culturally responsive practices are prioritized in all aspects of the organization and embedded within all programs.

1. Support staff and board self-reflection and integration of diversity, equity, inclusion, and belonging (DEIB) through establishing a DEIB Committee on the Board of Directors, staff trainings, a comprehensive onboarding protocol, the use of the Intercultural Development Inventory, and implementation of culturally responsive practices in supervision, consultation, and client care.
2. Develop opportunities for staff and community voice through transforming the Community of Hope Committee into an agent of organizational change, creating a Youth Advisory Committee, and holding focus groups representing our diverse community.
3. Strive for representation of diverse communities, especially racial and cultural communities, on the Board of Directors, leadership team, and staff. Continue to invest in the development of diverse providers through programming including our Steps Toward Equitable Practices Scholars (STEPS) program and staff clinical pathways. Ensure that human resources policies support best practices for recruiting, retaining, and supporting an inclusive workforce.
4. Ensure high-quality linguistic access for clients through translated documents and staff training on working with interpreters. Explore and expand opportunities for culturally specific programming to meet the individual needs of diverse populations seeking care at NYFS.
5. Invest in staff inclusion and belonging through cross program collaboration, training, and quarterly staff pulse surveys. Create an environment of trust through clear, kind, direct feedback, and support of one another.
6. Engage in comprehensive evaluation and data analysis, disaggregating data by client demographics to review client outcomes and trends to determine where possible bias may impact client experience. Work with culturally specific organizations to understand barriers to accessing care at NYFS for specific populations.

#2

Grow financial stability and sustainability to expand mission impact in alignment with our organizational values.

1. Align annual budget to fund all expenses from revenue, including all cash receipts. Sustain a 3.5-month operational reserve.
2. Develop a strategic view of our capital assets, particularly our Shoreview Headquarters, which will inform a plan for strong management and investment in them. Create a plan for fully funding all depreciation within five years; funding of depreciation will provide capital for our Building Reserve Fund.
3. Maintain and increase diversity of funding sources with a focus on increasing our individual and civic donor contributions. Use Community Centric Fundraising principles and shift fundraising from an event-based model to a collaborative, community-driven model aligned with our values.
4. Maximize earned revenue potential by increasing insurance reimbursement to industry standards and improving efficiency in internal structures and systems.
5. Establish a robust, community-based volunteer program.

#3

Build a framework for programs that clarifies and enhances our provision of high-quality services.

1. Identify and invest in core services and areas of staff skill, training, and effectiveness. Seek feedback on core areas of strength and service gaps through engagement with our community partners and clients. Review specific gaps such as: group programming, case management and advocacy, elder services, early childhood mental health, and youth development services.
2. Develop a strong evaluation and data analysis program including quantitative and qualitative data. Review client demographics, staff and organizational competencies, and larger community needs through data analysis. Apply this learning to our service offerings.
3. Deepen relationships with community partners and establish strategic partnerships and agreements with 8-10 agencies for collaborative support ensuring clients are connected with resources best able to meet their individual needs.
4. Develop a comprehensive framework for the NYFS model of care, integrating culturally responsive and trauma responsive services addressing a spectrum of youth and family needs at multiple levels of care.
5. Invest in supervision and management training to establish NYFS as a leader in enhancing provider wellbeing and work sustainability when providing trauma responsive care through reflective practices.

#4

Mature as a prominent, recognized, and respected resource for our communities.

1. Develop a comprehensive marketing and advertising strategy which includes enhancing our digital presence and Search Engine Optimization (SEO).
2. Heighten community visibility and outreach by increasing attendance at community events, developing additional collaborative partnerships with area agencies, and deepening our relationships with local school communities.
3. Become a source of expertise in mental health with the local community. Explore the feasibility of creating a NYFS Training Program providing high-quality, accessible training and education to professionals, partners, and the community.
4. Expand engagement in state and local policy advocacy affecting our client population. Be a vital partner in systems change efforts through strong partnerships with professional organizations and advocacy groups.
5. Develop a reputation for excellence in staff training and support. Establish practices that support our family-first work environment and prioritize work sustainability and wellness.



Transforming Lives

Shoreview Headquarters

3490 Lexington Avenue North, Suite 205
Shoreview, MN 55126
Phone: (651) 486-3808
Fax: (651) 486-3858

White Bear Lake Clinic

1280 North Birch Lake Blvd.
White Bear Lake, MN 55110
Phone: (651) 429-8544
Fax: (651) 407-5301

NYFSorg 

Northeast Youth &
Family Services 

NYFS.ORG

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 7.b.

Department Approval



City Manager Approval



Item Description: Consider Ordinance Amending Chapter 407 of Roseville City Code, Abatement of Public Nuisances

1
2 **Background**

3 Chapter 407 of the Roseville City Code deals with nuisances and enforcement. Currently,
4 the City Code gives the Community Development Director, or their designee, the authority
5 to enforce these issues. The Public Works Department also deals with a variety of
6 problems that can lead to public nuisances. Some examples of nuisances that Public
7 Works deals with include private water main breaks or water service leaks that are not
8 repaired by the owner, private hydrant or valve repairs, or defective sewer drains.

9
10 The proposed changes to section 407.06 and 407.07 allow the Public Works Director to
11 enforce nuisance issues within the right-of-way. The overall process would be the exact
12 same as when Community Development brings forward nuisance abatements. The process
13 would allow the City to complete repairs as needed and allow the City to assess the cost to
14 the property owner.

15
16 Staff presented the amended Public Works ordinance to the Public Works Environment and
17 Transportation Commission on January 23. After some discussion and recommendations,
18 the Commission recommended that the City Council adopt the proposed ordinance
19 amendment as amended. (Attachment 1).

20
21 The City Attorney helped draft and reviewed the proposed ordinance.

22
23 **Policy Objectives**

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

26
27 **Racial Equity Impact Summary**

28 There should be no equity impacts.

29
30 **Budget Implications**

31 The ordinance amendments should have no overall impacts financially. If repairs to private
32 systems are made, all costs would be assessed to the property owner causing the
33 nuisance issue.

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**City of Roseville
ORDINANCE NO.**

AN ORDINANCE AMENDING

TITLE 4, CHAPTER 407

**AMENDING TITLE 4 CHAPTER 407 OF THE ROSEVILLE CITY CODE TO
PERMIT ABATEMENTS IN THE PUBLIC RIGHT-OF-WAY AND CLARIFY
THE ASSESSMENT PROCESS**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 4, Section 407.06 of the Roseville City Code is amended to read as follows:

407.06: ENFORCEMENT:

The City Council authorizes the Community Development Director (or designee) to administer and enforce this Chapter, except that nuisances impacting the public right-of-way, sanitary or storm sewer shall be administered and enforced by the Public Works Director. ~~The Community Development~~ Either Director may institute, in the name of the City, any appropriate actions or proceedings against a violator as provided by law and in accordance with Community Development Department or Public Works Department enforcement policy. ~~(Ord. 1354, 10-22-2007) (Ord. 1577, 9-9-2019)~~

SECTION 2: Title 4, Section 407.07 of the Roseville City Code is amended to read as follows:

407.07: CITY ABATEMENT OF PUBLIC NUISANCES:

- A. Notice: Whenever an officer charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, and determines that the City abatement process is appropriate, the officer shall notify, in writing, the owner or occupant of the premises of a description of the nuisance such fact and order that such nuisance be terminated or abated. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding 30 days, within which the nuisance is to be abated. (Ord.1354, 10-22-2007)
- B. Service of Notice: Notice may be served by any or all of the following methods:
 - 1. In person; or
 - 2. By regular or certified mail; or
 - 3. By posting on site or premises.

- C. Noncompliance: If the notice is not complied with within the time specified, the enforcing officer shall immediately report that fact to the City Council. The enforcing officer shall also provide notice to the owner or occupant of the premises that the City Council will consider the matter and may provide for abating the nuisance by the City. The notice shall state the date on which the City Council will consider the matter. Notice by the enforcing officer shall be given at least ten days before the date stated in the notice when the City Council will consider the matter. (Ord. 1337, 5-22-2006)
- D. Action of City Council: Upon notice from the enforcing officer of noncompliance, the City Council may, after notice to the owner or occupant and an opportunity to be heard, provide for abating the nuisance by the City.
- E. Immediate Threat: If the nuisance poses an immediate threat to the health or safety of the public, or is impacting the public the right-of-way, sanitary or storm sewer, the City may abate the nuisance immediately with no hearing. (Ord. 1016, 6-8-1987) (Ord. 1337, 5-22-2006) Following such an abatement, the City will provide notice to the owner that contains the following:
1. A description of the nuisance;
 2. The action taken by the City;
 3. The reason for the immediate action;
 4. The costs incurred in abating the nuisance;
 5. Of the owner's responsibility to pay such costs;
 6. Of the right to request a hearing before the City Council challenging the imposition of the costs and subsequent assessment if such costs remain unpaid; and
 7. Of the deadline by which to request such hearing.

SECTION 3: Title 4, Section 407.08 of the Roseville City Code is amended to read as follows:

407.08: RECOVERY OF COST:

- A. Personal Liability: The owner of premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Manager, or other official designated by the City Council, shall prepare a bill for the cost and mail it to the owner. The amount shall be immediately due and payable at the office of the City Manager.
- B. Assessment: If the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property

76 or outside the traveled portion of streets, impacts the public right-of-way, sanitary or storm
77 sewer, or unsound or insect infected trees, the city manager shall, on or before September
78 1 next following abatement of the nuisance, list the total unpaid charges along with all
79 other such charges, as well as other charges for current services to be assessed under
80 Minnesota Statutes section 429.101 against each separate lot or parcel to which the charges
81 are attributable. The City Council may then spread the charges against such property under
82 that statute and other pertinent statutes for certification to the County Auditor and
83 collection along with current taxes the following year, or in annual installments not
84 exceeding 10, as the City Council may determine in each case. (Ord. 1016, 6-8-1987)

85 SECTION 4: Effective date. This ordinance shall take effect upon its passage and
86 publication.

87
88 Passed by the City Council of the City of Roseville this ____ day of _____ 20XX.

Ordinance – Title of Ordinance -

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE SUMMARY NO. ____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
AMENDMENT TO TITLE 4, CHAPTER 407 OF THE
ROSEVILLE CITY CODE IN ORDER TO PERMIT ABATEMENTS IN
THE PUBLIC RIGHT-OF-WAY AND CLARIFY THE ASSESSMENT
PROCESS**

SECTION 1: The City Council of the City of Roseville, on _____, 2024, adopted Ordinance No. _____. Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps.

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

SECTION 2: The following is the official summary of Ordinance No. _____ entitled "AMENDING TITLE 4 CHAPTER 407 OF THE ROSEVILLE CITY CODE TO PERMIT ABATEMENTS IN THE PUBLIC RIGHT-OF-WAY AND CLARIFY THE ASSESSMENT PROCESS" which was approved by the City Council of Roseville on _____, 2024 and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On _____, 2024, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 4, Chapter 407 of the Roseville City Code in order to permit abatement in the Right-of-Way and clarify the assessment process for property owners causing the nuisance condition that triggered the need for abatement.

SECTION 3: A printed copy of the full ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted on the Internet web page of the City of Roseville (www.cityofroseville.com).

ATTEST:

Patrick Trudgeon, City Manager

Excerpt from
**Roseville Public Works, Environment
and Transportation Commission
Meeting Minutes**

Tuesday, January 23, 2024, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

1. Introduction / Roll Call

Chair Ficek called the meeting to order at approximately 6:30 p.m. and at his request, Public Works Director Jesse Freihammer called the roll.

Present: Chair Bryant Ficek; Vice Chair Des Mueller; and Members Jarrod Cicha, Daniel Fergus, Edwin Hodder, Allison Luongo, and Sarah Rudolf

Absent: None.

Staff Present: Public Works Director Jesse Freihammer; and Assistant Public Works Director/City Engineer Jennifer Lowry

6. Public Works Code Updates

Public Works Director Jesse Freihammer explained City staff has been reviewing ordinances and has a variety of public works related updates. He asked for discussion and feedback to give to the City Council.

Repair/Abatement, New Ordinance, Chapters 801 & 802

Mr. Freihammer reviewed the Repair/Abatement draft ordinance, Chapters 801 & 802 with the Commission. He noted these two Chapters are new.

Repair/Abatement

407.06 & 407.07: Abatements in the Public Right of Way

Proposed Changes

- Clarify how city repairs of private utility services or other right of way issues that can be assessed against the property.
- Typical repair issues
 - Private watermain breaks or water service leaks
 - Private valves or hydrant repairs
 - Defective sewer drains
 - Private sanitary issues that cause public sewer main issues
- Add language to chapter 407.06 and 407.07 to clarify that public works can enforce and abate these nuisance repairs and allows the costs to be assessed.
 - Uses same process community development uses to abate issues such as property code violations



City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING

TITLE 4, CHAPTER 407

AMENDING TITLE 4 CHAPTER 407 OF THE ROSEVILLE CITY CODE TO
PERMIT ABATEMENTS IN THE PUBLIC RIGHT-OF-WAY AND CLARIFY
THE ASSESSMENT PROCESS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 4, Section 407.06 of the Roseville City Code is amended to
read as follows:

407.06: ENFORCEMENT:

The City Council authorizes the Community Development Director (or designee) to administer and enforce this Chapter, except that nuisances impacting the public right-of-way, sanitary or storm sewer shall be administered and enforced by the Public Works Director. ~~The Community Development Department~~ Either Director may institute, in the name of the City, any appropriate actions or proceedings against a violator as provided by law and in accordance with the Community Development Department or Public Works Department enforcement policy. ~~(Ord. 1354, 10-22-2007) (Ord. 1577, 9-9-2019)~~

SECTION 2: Title 4, Section 407.07 of the Roseville City Code is amended to
read as follows:

407.07: CITY ABATEMENT OF PUBLIC NUISANCES:

- A. Notice: Whenever an officer charged with enforcement determines that a public nuisance is being maintained or exists on premises within the City, and determines that the City abatement process is appropriate, the officer shall notify, in writing, the owner or occupant of the premises of a description of the nuisance ~~such fact~~ and order that such nuisance be terminated or abated. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding 30 days, within which the nuisance is to be abated. (Ord. 1354, 10-22-2007)
- B. Service of Notice: Notice may be served by any or all of the following methods:
1. In person; ~~or~~
 2. By regular or certified mail; and/or

3. By posting on site or premises.

C. Noncompliance: If the notice is not complied with within the time specified, the enforcing officer shall immediately report that fact to the City Council. The enforcing officer shall also provide notice to the owner or occupant of the premises that the City Council will consider the matter and may provide for abating the nuisance by the City. The notice shall state the date on which the City Council will consider the matter. Notice by the enforcing officer shall be given at least ten (10) days before the date stated in the notice of when the City Council will consider the matter. (Ord. 1337, 5-22-2006)

D. Action of City Council: Upon notice from the enforcing officer of noncompliance, the City Council may, after notice to the owner or occupant and an opportunity to be heard, provide for abating the nuisance by the City.

E. Immediate Threat: If the nuisance poses an immediate threat to the health or safety of the public, the City may abate the nuisance immediately with no hearing. (Ord. 1016, 6-8-1987) (Ord. 1337, 5-22-2006) Following such an abatement, the City will provide notice to the owner that contains the following:

1. A description of the nuisance;

2. The action taken by the City;

3. The reason for the immediate action;

4. The costs incurred in abating the nuisance;

5. Of the owner's responsibility to pay such costs;

6. Of the right to request a hearing before the City Council challenging the imposition of the costs and subsequent assessment if such costs remain unpaid; and

7. Of the deadline by which to request such hearing.

SECTION 3: Title 4, Section 407.08 of the Roseville City Code is amended to read as follows:

407.08: RECOVERY OF COST:

A. Personal Liability: The owner of premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Manager, or other official designated by the City Council, shall prepare a bill for the cost and mail it to the owner. The amount shall be immediately due and payable at the office of the City Manager.

02/26/2024

73 B. Assessment: If the nuisance is a public health or safety hazard on private property, the
74 accumulation of snow and ice on public sidewalks, the growth of weeds on private property
75 or outside the traveled portion of streets, impacts the public right-of-way, sanitary or storm
76 sewer, or unsound or insect infected trees, the City Manager shall, on or before September
77 1 ~~next~~ following abatement of the nuisance, list the total unpaid charges along with all
78 other such charges, as well as other charges for current services to be assessed under
79 Minnesota Statutes Section 429.101 against each separate lot or parcel to which the charges
80 are attributable. The City Council may then spread the charges against such property under
81 that statute and other pertinent statutes for certification to the County Auditor ~~and~~ for
82 collection along with current taxes the following year, or in annual installments not
83 exceeding 10, as the City Council may determine in each case. (Ord. 1016, 6-8-1987)

84 SECTION 4: Effective date. This ordinance shall take effect upon its passage and
85 publication.
86

87 Passed by the City Council of the City of Roseville this ____ day of _____ 20XX.

Ordinance – Title of Ordinance -

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 7.c.

Department Approval



City Manager Approval



Item Description: Consider Ordinance Amending Chapter 707 of Roseville City Code, Right-of-Way Restorations

Background

Chapter 707.02 of the Roseville City Code deals with right-of-way restoration and permit requirements. Staff is proposing this ordinance to clarify some restoration requirements and to further clarify when permits can be issued.

The first significant change is the permit requirement application. The new ordinance allows staff to deny the issuance of permits unless outstanding issues with other permits are fulfilled. This should help encourage utility companies to get restoration projects completed more quickly as we can postpone the issuance of new permits.

The second major change gives the City the right to determine who will patch roadways for utility cuts. With most small patches, the City would prefer City staff do the restoration for a fee that is documented in the fee schedule. Staff feels the restoration fees are currently very reasonable and cost effective compared to outside vendors doing the work. Staff prefers to do the street patching as we can ensure the quality of the patch and it typically gets done sooner. Staff believes if we choose to do more of the patching, it will eliminate some complaints about street patching restoration and will keep the street pavements in better condition long term. If staff does not have the capacity to perform the street patches or if the patches are large, we will require the applicant to perform the restoration.

The City Attorney helped draft and reviewed the proposed ordinance.

Policy Objectives

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

Racial Equity Impact Summary

There should be no equity impacts with this ordinance.

Budget Implications

The ordinance amendments should have no overall impacts financially.

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**City of Roseville
ORDINANCE NO.**

AN ORDINANCE AMENDING

TITLE 7, CHAPTER 707

**AMENDING TITLE 7, CHAPTER 707 OF THE ROSEVILLE CITY CODE TO
CLARIFY PERMIT AND RESTORATION REQUIREMENTS
FOR WORK DONE IN THE RIGHT-OF-WAY**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 7, Section 707.02 of the Roseville City Code is amended to read as follows:

707.02: DEFINITIONS:

The following definitions apply in this Chapter. References hereafter to "sections" are, unless otherwise specified, references to sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

APPLICANT: Any person requesting permission to excavate or obstruct a right of way.

BUSINESS DISTRICT: That portion of the City lying within and bounded by the following streets: to be subsequently designated.

CITY: The City of Roseville, Minnesota. For purposes of Section 707.28 of this Chapter, City means its elected officials, officers, employees and agents.

COLLOCATE or COLLOCATION: To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit. (~~Ord. 1549, 4-9-2018~~)

DEGRADATION: A decrease in the useful life of the right of way caused by excavation in or disturbance of the right of way, resulting in the need to reconstruct such right of way earlier than would be required if the excavation did not occur.

DEGRADATION COST: The cost to achieve a level of restoration as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in proposed PUC rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right of way caused by the excavation, and which equals the degradation costs.

DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right-of-way construction.

40 DEPARTMENT: The Department of Public Works of the City.

41 DEPARTMENT INSPECTOR: Any person authorized by the Director to carry out inspections
42 related to the provisions of this Chapter.

43 DIRECTOR: The Director of the Department of Public Works of the City, or her or his designee.

44 EMERGENCY: A condition that: a) poses a clear and immediate danger to life or health, or of a
45 significant loss of property; or b) requires immediate repair or replacement in order to restore
46 service to a customer.

47 EQUIPMENT: Any tangible asset used to install, repair, or maintain facilities in any right of way.

48 EXCAVATE: to dig into or in any way remove or physically disturb or penetrate any part of a
49 right of way.

50 EXCAVATION PERMIT: The permit which, pursuant to this Chapter, must be obtained before a
51 person may excavate in a right of way. An excavation permit allows the holder to excavate that
52 part of the right of way described in such permit.

53 EXCAVATION PERMIT FEE: Money paid to the City by an applicant to cover the costs as
54 provided in Section 707.11 of this Chapter.

55 FACILITY OR FACILITIES: Any tangible asset in the right of way required to provide utility
56 service.

57 LOCAL REPRESENTATIVE: A local person or persons, or designee of such person or persons,
58 authorized by a registrant to accept service and to make decisions for that registrant regarding all
59 matters within the scope of this Chapter.

60 MANAGEMENT COSTS: The actual costs the City incurs in managing its rights of way,
61 including, but not limited to, costs associated with registering applicants; issuing, processing, and
62 verifying right-of-way permit applications; creating, maintaining and updating mapping systems;
63 budget analysis; systems analysis; legal assistance; inspecting job sites and restoration projects;
64 maintaining, supporting, protecting, or moving user facilities during public right-of-way work;
65 determining the adequacy of right-of-way restoration; restoring work inadequately performed; and
66 revoking right-of-way permits and performing all other tasks required by this Chapter, including
67 other costs the City may incur in managing the provisions of this Chapter.

68 MICRO WIRELESS FACILITY: a small wireless facility that is no larger than 24 inches long, 15
69 inches wide, and 12 inches high, and whose exterior antenna, if any, is no longer than 11 inches.
70 (~~Ord. 1549, 4-9-2018~~)

71 OBSTRUCT: to place any object in a right of way so as to hinder free and open passage over that
72 or any part of the right of way.

73 OBSTRUCTION PERMIT: The permit which, pursuant to this Chapter, must be obtained before
74 a person may obstruct a right of way, allowing the holder to hinder free and open passage over the
75 specified portion of that right of way by placing equipment described therein on the right of way
76 for the duration specified therein.

77 OBSTRUCTION PERMIT FEE: Money paid to the City by a registrant to cover the costs as
78 provided in Section 707.11 of this Chapter.

79 PATCH OR PATCHING: A method of pavement replacement that is temporary in nature. A patch
80 consists of: a) the compaction of the subbase and aggregate base, and b) the replacement, in kind,
81 of the existing pavement for a minimum of two feet beyond the edges of the excavation in all
82 directions. A patch is considered full restoration only when the pavement is included in the City's
83 five-year project plan.

84 PERFORMANCE AND RESTORATION BOND: A performance bond or letter of credit posted
85 to ensure the availability of sufficient funds to assure that all obligations pursuant to this Chapter,
86 including, but not limited to, right-of-way excavation, restoration, and obstruction work is timely
87 and properly completed.

88 PERMITTEE: Any person to whom a permit to excavate or obstruct a right of way has been
89 granted by the City under this Chapter.

90 PERSON: Any natural or corporate person, business association or other business entity including,
91 but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private
92 agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

93 PROBATION: The status of a person that has not complied with the conditions of this Chapter.

94 PROBATIONARY PERIOD: One year from the date that a person has been notified in writing
95 that they have been put on probation.

96 REGISTRANT: Any person who: a) has or seeks to have its equipment or facilities located in any
97 right of way, or b) in any way occupies or uses, or seeks to occupy or use, the right of way or any
98 equipment in the right of way.

99 RESTORATION COST: An amount of money paid to the City by a permittee to achieve the level
100 of restoration according to plates 1 to 13 of PUC rules.

101 RESTORE OR RESTORATION: The process by which a right of way and surrounding area,
102 including pavement and foundation, is returned to the same condition and life expectancy that
103 existed before excavation.

104 RIGHT OF WAY: The surface and space above and below a public roadway, highway, street,
105 cartway, bicycle and public sidewalk in which the City has an interest, including County and State
106 right-of-way and other dedicated rights of way for travel purposes, utility easements along rear lot
107 lines paralleling and adjacent to public roadway, except those along front lot lines and any other
108 real property owned by or under the control of the City. (~~Ord. 1549, 4-9-2018~~)

109 RIGHT-OF-WAY PERMIT: Either the excavation permit or the obstruction permit, or both,
110 depending on the context, required by this Chapter.

111 SERVICE OR UTILITY SERVICE: Includes, but is not limited to: a) those services provided by
112 a public utility as defined in Minnesota Statutes section 216B.02, subdivisions 4 and 6; b)
113 telecommunications, pipeline, community antenna television, fire and alarm communications,
114 water, electricity, light, heat, cooling energy, or power services; c) the services provided by a
115 corporation organized for the purposes set forth in Minnesota Statutes section 300.03; d) the

services provided by a district heating or cooling system; and e) cable communications systems as defined in Minnesota Statutes chapter 238; and f) a telecommunications right-of-way user as defined below; and g) water and sewer, including service laterals, steam, cooling or heating services. (~~Ord. 1333, 3-13-2006~~)

SERVICE LATERAL: means an underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises. (~~Ord. 1333, 3-13-2006~~)

SMALL WIRELESS FACILITY: a wireless facility owned and operated by an approved telecommunications right-of-way user that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and (ii) all other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, in an enclosure no more than 28 cubic feet in volume or enclosures totaling 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment. (~~Ord. 1549, 4-9-2018~~)

SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right of way than allowed in, or to extend, a permit that had already been issued.

TELECOMMUNICATION RIGHT-OF-WAY USER: A entity, which directly provides and offers wireless service to the general public, owning or controlling a facility in the right of way, or seeking to own or control a facility in the public right of way that is used or is intended to be used for providing wireless services, or transporting telecommunication or other voice or data information. For purposes of this Chapter, a cable communication system defined and regulated under Minnesota Statutes chapter 238, and telecommunication activities related to providing natural gas or electric energy services are not included in this definition, except to the extent such entity is offering wireless service. This definition shall not be inconsistent with Minn. Stats. §237.162, subd. 4. (~~Ord. 1549, 4-9-2018~~)

UNUSABLE FACILITIES: Facilities in the right of way which have remained unused for one year and for which the registrant is unable to provide proof that it has either a plan to begin using it within the next twelve months or a potential purchaser or user of the equipment. (~~Ord. 1209, 8-24-1998~~)

UTILITY POLE: a pole that is used in whole or in part to facilitate telecommunications or electric service. (~~Ord. 1549, 4-9-2018~~)

WIRELINE BACKHAUL FACILITY: a facility used to transport communications data by wire from a wireless facility to a communications network. (~~Ord. 1549, 4-9-2018~~)

WIRELESS FACILITY: equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network. Including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline

backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna. (~~Ord. 1549, 4-9-2018~~)

WIRELESS SERVICE: any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934 as amended, including cable service. (~~Ord. 1549, 4-9-2018~~)

WIRELESS SUPPORT STRUCTURE: a new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city. (~~Ord. 1549, 4-9-2018~~)

SECTION 2: Title 7, Section 707.09 of the Roseville City Code is amended to read as follows:

707.09: PERMIT APPLICATIONS:

A. General Requirements: Application for a permit is made to the Director. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Registration with the Director pursuant to this Chapter;
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities;
3. Payment of all money due to the City for:
 - a. Permit fees, estimated restoration costs and other management costs;
 - b. Prior obstructions or excavations;
 - c. Any outstanding fee, penalty, undisputed loss, damage, or expense suffered by or owed to the City by applicant including those caused by ~~because of~~ applicant's prior excavations or obstructions of the rights of way or any emergency actions taken by the City;
 - d. Franchise or user fees, if applicable.
4. Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 110% of the amount owing.
5. Satisfaction of all outstanding orders issued on similar permits held by or issued to the applicant.

B. Additional Equipment: When an excavation permit is requested for purposes of installing additional equipment, and the performance and restoration bond presently existing is insufficient with respect to the additional equipment, in the sole discretion of the Director, the posting of an additional performance and restoration bond for the additional equipment may be required in accordance with subsection 707.05A of this Chapter. (~~Ord. 1209, 8-24-1998~~)

SECTION 3: Title 7, Section 707.12 of the Roseville City Code is amended to read as follows:

707.12: RIGHT-OF-WAY REPAIR AND RESTORATION:

- A. Timing: The work to be done under the excavation permit, and the patching and/or restoration of the right of way as required herein, must be completed within the dates specified in the permit. The time may be extended by the Public Works Director who may increase such time—increased—by as many days as work could not be done because of extraordinary circumstances beyond the control of the permittee, as determined by the Director, or by as many days that when work was prohibited as unseasonal or unreasonable under Section 707.15(B) of this Chapter.
- B. Patch and Restoration: ~~Permittee shall patch its own work.~~ The City has the right to may choose either to restore the right of way or to require have the permittee restore the right of way or to restore the right of way itself. Regardless of which party restores the right of way, the permittee is responsible to provide sufficient backfill in the excavated area to support the restoration.
1. City Restoration: If the City restores the right-of-way, permittee shall pay the costs ~~thereof within 30 days of billing of such restoration together with permit fee.~~ Restoration fees are established annually in the fee schedule. If, during the 36 months following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the City, within 30 days of billing, all costs associated with having to correct the defective work. Upon any failure to pay, the City shall refund its cost through the restoration bond.
2. Permittee Restoration: If the permittee restores the right of way itself, ~~it shall at the time of application for an excavation permit, if the Director determines additional security is necessary, post an additional performance and restoration bond in an amount determined by the Director to be sufficient to cover the cost of restoration.~~ If, and 36 months after completion of the restoration of the right of way, the Public Works Director determines that the right of way has been properly restored, the surety on the performance and restoration bond posted pursuant to this subsection shall be released. If, during the 36 months following such restoration, all costs associated with having to correct the defective work shall be funded cost through the restoration bond.
- C. Standards: The permittee shall perform patching and restoration according to the standards and with the materials specified by the Public Works Director. ~~The Public Works Director shall have the authority to prescribe the manner and extent of the restoration and may do so in written procedures of general application or on a case-by-case basis.~~ The Public Works Director in exercising this authority shall be guided by the following considerations:
1. The number, size, depth and duration of the excavations, disruptions, or damage to

- the right of way;
2. The traffic volume carried by the right of way; the character of the neighborhood surrounding the right of way;
 3. The pre-excavation condition of the right of way; the remaining life expectancy of the right of way affected by the excavation;
 4. Whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right of way that would otherwise result from the excavation, disturbance, or damage to the right of way; and
 5. The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right of way that would otherwise take place.
- D. ~~Guarantees: By choosing to restore the right of way itself~~ If the city requires the permittee to restore the right of way, the permittee guarantees its work and shall maintain it for 36 months following its completion. During this ~~36-month~~ 36-month period it shall, upon notification from the Public Works Director, correct all restoration work to the extent necessary, using the method required by the Public Works Director. Said correction work shall be completed within five calendar days of the receipt of the notice from the Public Works Director, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under Section 707.15 of this Chapter.
- E. Failure to Restore: If the permittee fails to restore the right of way in the manner and to the condition required by the Public Works Director or fails to satisfactorily and timely complete all restoration required by the Public Works Director, the Public Works Director at its option may do such work. In that event the permittee shall pay to the City, within 30 days of billing, the cost of restoring the right of way. If permittee fails to pay as required, the City may exercise its rights under the restoration bond.
- F. ~~Degradation Fee In Lieu of Restoration: In lieu of right of way restoration, a right of way user may elect to pay a degradation fee. However, the right of way user shall remain responsible for patching, and the degradation fee shall not include the cost to accomplish these responsibilities. (Ord. 1209, 8-24-1998)~~

SECTION 4: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE SUMMARY NO. ____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
AMENDMENT TO TITLE 7, CHAPTER 707 OF THE
ROSEVILLE CITY CODE IN ORDER TO CLARIFY PERMIT AND
RESTORATION REQUIRMENTS FOR WORK
DONE IN THE RIGHT-OF-WAY**

SECTION 1: The City Council of the City of Roseville, on _____, 2024, adopted Ordinance No. _____. Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps.

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

SECTION 2: The following is the official summary of Ordinance No. _____ entitled "AMENDING TITLE 7, CHAPTER 707 OF THE ROSEVILLE CITY CODE TO CLARIFY PERMIT AND RESTORATION REQUIRMENTS FOR WORK DONE IN THE RIGHT-OF-WAY" which was approved by the City Council of Roseville on _____, 2024 and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On _____, 2024, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 7, Section 707 of the Roseville City Code in order to clarify requirements for issuance of a permit to work in the right-of-way, including payment of all outstanding debts to the City and satisfaction of requirements related to other city-issued permits; and in order to clarify restoration requirements including fees for permits and restoration work.

SECTION 3: A printed copy of the full ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted on the Internet web page of the City of Roseville (www.cityofroseville.com).

ATTEST:

Patrick Trudgeon, City Manager

Excerpt from
**Roseville Public Works, Environment
 and Transportation Commission
 Meeting Minutes**

Tuesday, January 23, 2024, at 6:30 p.m.
 City Council Chambers, 2660 Civic Center Drive
 Roseville, Minnesota 55113

1. Introduction / Roll Call

Chair Ficek called the meeting to order at approximately 6:30 p.m. and at his request, Public Works Director Jesse Freihammer called the roll.

Present: Chair Bryant Ficek; Vice Chair Des Mueller; and Members Jarrod Cicha, Daniel Fergus, Edwin Hodder, Allison Luongo, and Sarah Rudolf

Absent: None.

Staff Present: Public Works Director Jesse Freihammer; and Assistant Public Works Director/City Engineer Jennifer Lowry

6. Public Works Code Updates

Public Works Director Jesse Freihammer explained City staff has been reviewing ordinances and has a variety of public works related updates. He asked for discussion and feedback to give to the City Council.

Right of Way Repair & Restoration 707.12

Mr. Freihammer reviewed the Right of Way Repair & Restoration Ordinance with the Commission.

The Commission was supportive of the staff changes.

Right of Way Repair and Restoration

707.12: Right-Of-Way Repair and Restoration

Updates

- Modify to give the City the right to make the determination if the street patching shall be completed by city staff
 - If city elects not to repair the patch, then the contractor would be required.
 - Allows city to have better patch quality and timelier repair of street patches.
 - Typically city would do residential and small patches.
 - City would still require commercial and large (paver patches) to be done by a contractor.
 - Current Fees - \$1,100 for half street patch, \$2,200 for full street patch. Additional costs for curb.

Wild Rice Festival



**City of Roseville
ORDINANCE NO.**

AN ORDINANCE AMENDING

TITLE 7, CHAPTER 707

**AMENDING TITLE 7, CHAPTER 707 OF THE ROSEVILLE CITY CODE TO
CLARIFY PERMIT AND RESTORATION REQUIRMENTS
FOR WORK DONE IN THE RIGHT-OF-WAY**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 7, Section 707.02 of the Roseville City Code is amended to
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otherwise specified, references to sections in this Chapter. Defined terms remain defined terms
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small wireless facility on, under, within, or adjacent to an existing wireless support structure or
utility pole that is owned privately, or by the city or other governmental unit. (~~Ord. 1549, 4-9-~~
~~2018~~)

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disturbance of the right of way, resulting in the need to reconstruct such right of way earlier than
would be required if the excavation did not occur.

DEGRADATION COST: The cost to achieve a level of restoration as determined by the City at
the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set
forth in proposed PUC rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the City to
recover costs associated with the decrease in the useful life of the right of way caused by the
excavation, and which equals the degradation costs.

- 38 DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right-of-way
39 construction.
- 40 DEPARTMENT: The Department of Public Works of the City.
- 41 DEPARTMENT INSPECTOR: Any person authorized by the Director to carry out inspections
42 related to the provisions of this Chapter.
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45 significant loss of property; or b) requires immediate repair or replacement in order to restore
46 service to a customer.
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49 right of way.
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52 part of the right of way described in such permit.
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54 provided in Section 707.11 of this Chapter.
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56 service.
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59 matters within the scope of this Chapter.
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62 verifying right-of-way permit applications; creating, maintaining and updating mapping systems;
63 budget analysis; systems analysis; legal assistance; inspecting job sites and restoration projects;
64 maintaining, supporting, protecting, or moving user facilities during public right-of-way work;
65 determining the adequacy of right-of-way restoration; restoring work inadequately performed; and
66 revoking right-of-way permits and performing all other tasks required by this Chapter, including
67 other costs the City may incur in managing the provisions of this Chapter.
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72 or any part of the right of way.
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PERMITTEE: Any person to whom a permit to excavate or obstruct a right of way has been granted by the City under this Chapter.

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RESTORE OR RESTORATION: The process by which a right of way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RIGHT OF WAY: The surface and space above and below a public roadway, highway, street, cartway, bicycle and public sidewalk in which the City has an interest, including County and State right-of-way and other dedicated rights of way for travel purposes, utility easements along rear lot lines paralleling and adjacent to public roadway, except those along front lot lines and any other real property owned by or under the control of the City. (~~Ord. 1549, 4-9-2018~~)

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SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right of way than allowed in, or to extend, a permit that had already been issued.

TELECOMMUNICATION RIGHT-OF-WAY USER: A entity, which directly provides and offers wireless service to the general public, owning or controlling a facility in the right of way, or seeking to own or control a facility in the public right of way that is used or is intended to be used for providing wireless services, or transporting telecommunication or other voice or data information. For purposes of this Chapter, a cable communication system defined and regulated under Minnesota Statutes chapter 238, and telecommunication activities related to providing natural gas or electric energy services are not included in this definition, except to the extent such entity is offering wireless service. This definition shall not be inconsistent with Minn. Stats. §237.162, subd. 4. (~~Ord. 1549, 4-9-2018~~)

UNUSABLE FACILITIES: Facilities in the right of way which have remained unused for one year and for which the registrant is unable to provide proof that it has either a plan to begin using it within the next twelve months or a potential purchaser or user of the equipment. (~~Ord. 1209, 8-24-1998~~)

UTILITY POLE: a pole that is used in whole or in part to facilitate telecommunications or electric service. (~~Ord. 1549, 4-9-2018~~)

WIRELINE BACKHAUL FACILITY: a facility used to transport communications data by wire

from a wireless facility to a communications network. (~~Ord. 1549, 4-9-2018~~)

WIRELESS FACILITY: equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network. Including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna. (~~Ord. 1549, 4-9-2018~~)

WIRELESS SERVICE: any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934 as amended, including cable service. (~~Ord. 1549, 4-9-2018~~)

WIRELESS SUPPORT STRUCTURE: a new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city. (~~Ord. 1549, 4-9-2018~~)

SECTION 2: Title 7, Section 707.09 of the Roseville City Code is amended to read as follows:

707.09: PERMIT APPLICATIONS:

A. General Requirements: Application for a permit is made to the Director. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Registration with the Director pursuant to this Chapter;
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities;
3. Payment of all money due to the City for:
 - a. Permit fees, estimated restoration costs and other management costs;
 - b. Prior obstructions or excavations;
 - c. Any outstanding fee, penalty, undisputed loss, damage, or expense suffered by or owed to the City by applicant including those caused by ~~because of~~ applicant's prior excavations or obstructions of the rights of way or any emergency actions taken by the City;
 - d. Franchise or user fees, if applicable.
4. Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 110% of the amount owing.
5. Satisfaction of all outstanding orders issued on similar permits held by or issued to

187 the applicant.

- 188 B. Additional Equipment: When an excavation permit is requested for purposes of installing
189 additional equipment, and the performance and restoration bond presently existing is
190 insufficient with respect to the additional equipment, in the sole discretion of the Director,
191 the posting of an additional performance and restoration bond for the additional equipment
192 may be required in accordance with subsection 707.05A of this Chapter. (~~Ord. 1209, 8-24-~~
193 ~~1998~~)

194
195 SECTION 3: Title 7, Section 707.12 of the Roseville City Code is amended to
196 read as follows:

197 **707.12: RIGHT-OF-WAY REPAIR AND RESTORATION:**

- 198 A. Timing: The work to be done under the excavation permit, and the patching and/or
199 restoration of the right of way as required herein, must be completed within the dates
200 specified in the permit. The time may be extended by the Public Works Director who may
201 increase such time ~~increased~~ by as many days as work could not be done because of
202 extraordinary circumstances beyond the control of the permittee, as determined by the
203 Director, or by as many days that when work was prohibited as unseasonal or unreasonable
204 under Section 707.15(B) of this Chapter.
205
206 B. Patch and Restoration: ~~Permittee shall patch its own work.~~ The City has the right to may
207 choose either to restore the right of way or to require have the permittee restore the right
208 of way or to restore the right of way itself. Regardless of which party restores the right of
209 way, the permittee is responsible to provide sufficient backfill in the excavated area to
210 support the restoration.
211
212 1. City Restoration: If the City restores the right-of-way, permittee shall pay the costs
213 ~~thereof within 30 days of billing of such restoration together with permit fee.~~
214 Restoration fees are established annually in the fee schedule. If, during the 36
215 months following such restoration, the pavement settles due to permittee's improper
216 backfilling, the permittee shall pay to the City, within 30 days of billing, all costs
217 associated with having to correct the defective work. Upon any failure to pay, the
218 City shall refund its cost through the restoration bond.
219
220 2. Permittee Restoration: If the permittee restores the right of way itself, ~~it shall at the~~
221 ~~time of application for an excavation permit, if the Director determines additional~~
222 ~~security is necessary, post an additional performance and restoration bond in an~~
223 ~~amount determined by the Director to be sufficient to cover the cost of restoration.~~
224 If, and 36 months after completion of the restoration of the right of way, the Public
225 Works Director determines that the right of way has been properly restored, the
226 surety on the performance and restoration bond posted pursuant to this subsection
227 shall be released. During the 36 months following such restoration, all costs
228 associated with having to correct the defective work shall be funded cost through

the restoration bond.

- C. Standards: The permittee shall perform patching and restoration according to the standards and with the materials specified by the Public Works Director. The Public Works Director shall ~~have the authority to~~ prescribe the manner and extent of the restoration and may do so in written procedures of general application or on a case-by-case basis. The Public Works Director in exercising this authority shall be guided by the following considerations:
1. The number, size, depth and duration of the excavations, disruptions, or damage to the right of way;
 2. The traffic volume carried by the right of way; the character of the neighborhood surrounding the right of way;
 3. The pre-excavation condition of the right of way; the remaining life expectancy of the right of way affected by the excavation;
 4. Whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right of way that would otherwise result from the excavation, disturbance, or damage to the right of way; and
 5. The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right of way that would otherwise take place.
- D. Guarantees: ~~By choosing to restore the right of way itself~~ If the city requires the permittee to restore the right of way, the permittee guarantees its work and shall maintain it for 36 months following its completion. During this ~~36-month~~ 36-month period it shall, upon notification from the Public Works Director, correct all restoration work to the extent necessary, using the method required by the Public Works Director. Said correction work shall be completed within five calendar days of the receipt of the notice from the Public Works Director, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under Section 707.15 of this Chapter.
- E. Failure to Restore: If the permittee fails to restore the right of way in the manner and to the condition required by the Public Works Director or fails to satisfactorily and timely complete all restoration required by the Public Works Director, the Public Works Director at its option may do such work. In that event the permittee shall pay to the City, within 30 days of billing, the cost of restoring the right of way. If permittee fails to pay as required, the City may exercise its rights under the restoration bond.
- F. ~~Degradation Fee In Lieu of Restoration: In lieu of right of way restoration, a right of way user may elect to pay a degradation fee. However, the right of way user shall remain~~

273 ~~responsible for patching, and the degradation fee shall not include the cost to accomplish~~
274 ~~these responsibilities. (Ord. 1209, 8-24-1998)~~
275

276 SECTION 4: Effective date. This ordinance shall take effect upon its passage and
277 publication.
278

279 Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

Ordinance – Title of Ordinance -

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 7.d.

Department Approval



City Manager Approval



Item Description: Consider Ordinance Amending Chapter 801 of Roseville City Code,
Water Meters

Background

Chapter 801.10 of the Roseville City Code deals with water meters. Currently, the ordinance requires a meter deposit be charged to all new meter installations and new customers. When customers change when homes are sold, the old meter deposit is returned and a new meter deposit is required from the new customer. This creates a lot of accounting and tracking as meter deposit costs change over time. There is currently a balance of \$1,499,849 in the meter deposit account for the 10,028 meter accounts that have a deposit associated with the account. The intent of the deposit was to make sure meters were not removed.

Staff has reviewed other cities' policies and most no longer require a meter deposit from all customers, but do charge a meter fee for new construction. The current deposit requirement is more of an accounting burden and provides little benefit to the City. With radios on most meters, if a meter is tampered with or removed, staff would be made aware of the issue very quickly. Staff would have other mechanisms to deal with lost meters, including charging a fee for the cost of a new meter.

The new ordinance changes the deposit requirement to a fee. Only new meters would be charged a fee. If the ordinance is adopted, staff will bring an ordinance to change the fee schedule from a deposit to a fee at the March 4 meeting. Over time, when buildings are sold or when buildings are demolished, the existing customer meter deposits would be returned. It will likely take 40-50 years to deplete the meter deposit account so there is no concern from Finance on running low on cash.

The City Attorney helped draft and reviewed the proposed ordinance.

Policy Objectives

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

Racial Equity Impact Summary

There should be no equity impacts with this ordinance.

Budget Implications

The ordinance amendments should have no overall impacts to the budget. It would eliminate the meter deposit account over an extended period of time, eliminating the current cash flow available.

Staff Recommendations

Staff recommends adopting an ordinance amending Title 8, Chapter 801, of Roseville's City Code.

Requested Council Action

Consider adopting an ordinance amending Title 8, Chapter 801, of Roseville's City Code.

Prepared by: Jesse Freihammer, Public Works Director

Attachments:

1. Ordinance Amendment
2. Excerpt from PWET Commission Meeting Minutes
3. Presentation
4. BENCH HANDOUT

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING

TITLE 8, SECTION 801.10

AMENDING TITLE 8, SECTION 801.10 TO REQUIRE
WATER METER SECURITY DEPOSIT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 8, Section 801.10 of the Roseville City Code is amended to read as follows:

801.10: WATER METERS:

- A. Meters Required: Except for extinguishment of fires, no person, except authorized City employees, shall use water from the water system or permit water to be drawn from the water system unless the same be metered by passing through a meter supplied or approved by the City. No person not authorized by the Public Works Director shall connect, disconnect, take apart or in any manner change, cause to be changed or interfere with any such meter or the action of such meter. (~~Ord. 388, 4-22-63~~)
1. Master Meter: Commercial or industrial buildings shall be metered with one master meter of adequate size as approved by the ~~Director of Public Works~~ Director.
 2. Auxiliary Meters: If additional or auxiliary meters are desired for recording the subdivision of such supply, they must be furnished and set up by the owner or consumer at the owner or consumer's expense and the owner or consumer must assume all responsibility of reading, billing and maintaining the auxiliary meters. (~~Ord. 662, 3-13-72~~)
- B. Installation: All water meters shall be installed in accordance with the set by the Public Works Director. (~~Ord. 388, 4-22-63; and, 1995 Code~~)
- C. Water Meter Security Deposit Fee: A water meter security deposit fee must be paid prior to the installation of all meters. The amount of the water meter security deposit fee will be based on the size of the meter and adopted annually in the fee schedule. ~~to be made by customers for water meters and payment for the water meter shall be made in advance of installation for all meters in an amount established by City Council resolution. This deposit will be refunded when the property ownership is transferred.~~
- D. Remote Reading: Remote reading devices on water meters will be required except where otherwise determined by the Public Works Director. (~~Ord. 733, 8-12-74; and, 1995 Code~~)

- 46
- 47 E. Maintenance and Repair: The City shall maintain and repair all meters when rendered
- 48 unserviceable through ordinary wear and tear and shall replace them if necessary.
- 49 However, where replacement, repair or adjustment of any meter is rendered necessary by
- 50 the act, neglect, including damage from hot water backup or carelessness of the owner or
- 51 occupant of the premises, any expense caused the City shall be charged against and
- 52 collected from the water consumer. (~~Ord. 388, 4-22-63~~)
- 53
- 54 F. Rereading Meter: A consumer may, by written request, have their meter reread by
- 55 depositing the amount stated below with the Finance Officer. In case a test should show
- 56 an error of over five percent (5%) of the water consumed, the deposit will be refunded to
- 57 the consumer, a correctly registering meter will be installed and the bill will be adjusted
- 58 accordingly if the meter erred in favor of the City. Such adjustment shall not extend back
- 59 more than one billing period from the date of the written request. The deposit charges for
- 60 meter testing shall be an amount equal to the City's cost. (~~Ord. 733, 8-12-74; and 1995~~
- 61 ~~Code~~)
- 62
- 63 G. Meters City Property: All water meters shall be and remain the property of the City.
- 64
- 65 H. Employees Granted Free Access: Authorized City employees shall have free access at
- 66 reasonable hours of the day to all parts of every building and premises connected with the
- 67 water system for reading of meters and inspections. (~~Ord. 388, 4-22-63~~)
- 68
- 69 I. ~~Rental Fee: A rental fee equal to the interest rate paid on customer security deposits, will~~
- 70 ~~be charged the customer for the use of City water meters. The rental fee may be set off or~~
- 71 ~~credited against any interest due the customer on the security deposit. (Ord. 733, 8-12-74)~~
- 72 ~~(Ord 1590, 10-12-2020)~~
- 73

74 SECTION 2: Effective date. This ordinance shall take effect upon its passage and

75 publication.

76

77 Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

Ordinance – Title of Ordinance -

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

Excerpt from
**Roseville Public Works, Environment
and Transportation Commission
Meeting Minutes**

Tuesday, January 23, 2024, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

1. Introduction / Roll Call

Chair Ficek called the meeting to order at approximately 6:30 p.m. and at his request, Public Works Director Jesse Freihammer called the roll.

Present: Chair Bryant Ficek; Vice Chair Des Mueller; and Members Jarrod Cicha, Daniel Fergus, Edwin Hodder, Allison Luongo, and Sarah Rudolf

Absent: None.

Staff Present: Public Works Director Jesse Freihammer; and Assistant Public Works Director/City Engineer Jennifer Lowry

6. Public Works Code Updates

Public Works Director Jesse Freihammer explained City staff has been reviewing ordinances and has a variety of public works related updates. He asked for discussion and feedback to give to the City Council.

Water Meters 701.10

Mr. Freihammer reviewed the Water Meters Ordinance with the Commission.

The Commission did not have any questions and was supportive of the changes to the Water Meters Ordinance proposed by staff.

Water Meters

801.10: Water Meters

Updates

- Change to the water meter deposit to a fee.
 - This is more of a finance/administrative item.
 - Fee only needs to be paid once a new meter is installed.
 - Currently deposits are collected each time a utility account is set up or changes.
 - When the accounts are closed the deposit is returned.
- No longer a need for deposits
 - If meters are removed or broken, staff has other ways to recover the cost of the meter (assessments)
- Elimination of deposit will save accounting time



City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING

TITLE 8, SECTION 801.10

AMENDING TITLE 8, SECTION 801.10 TO REQUIRE
WATER METER SECURITY DEPOSIT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 8, Section 801.10 of the Roseville City Code is amended to read as follows:

801.10: WATER METERS:

- A. Meters Required: Except for extinguishment of fires, no person, except authorized City employees, shall use water from the water system or permit water to be drawn from the water system unless the same be metered by passing through a meter supplied or approved by the City. No person not authorized by the Public Works Director shall connect, disconnect, take apart or in any manner change, cause to be changed or interfere with any such meter or the action of such meter. (~~Ord. 388, 4-22-63~~)
1. Master Meter: Commercial or industrial buildings shall be metered with one master meter of adequate size as approved by the ~~Director of Public Works~~ Director.
2. Auxiliary Meters: If additional or auxiliary meters are desired for recording the subdivision of such supply, they must be furnished and set up by the owner or consumer at the owner or consumer's expense and the owner or consumer must assume all responsibility of reading, billing and maintaining the auxiliary meters. (~~Ord. 662, 3-13-72~~)
- B. Installation: All water meters shall be installed in accordance with the standards set by the Public Works Director. (~~Ord. 388, 4-22-63; amd. 1995 Code~~)
- C. Water Meter Security Deposit Fee: A water meter security deposit fee must be paid prior to the installation of all meters. The amount of the water meter security deposit fee will be based on the size of the meter and adopted annually in the fee schedule. to be made by customers for water meters and payment for the water meter shall be made in advance of installation for all meters in an amount established by City Council resolution. This deposit will be refunded when the property ownership is transferred.
- D. Remote Reading: Remote reading devices on water meters will be required except where

otherwise determined by the Public Works Director. (~~Ord. 733, 8-12-74; and, 1995 Code~~)

- E. Maintenance and Repair: The City shall maintain and repair all meters when rendered unserviceable through ordinary wear and tear and shall replace them if necessary. However, where replacement, repair or adjustment of any meter is rendered necessary by the act, neglect, including damage from hot water backup or carelessness of the owner or occupant of the premises, any expense caused the City shall be charged against and collected from the water consumer. (~~Ord. 388, 4-22-63~~)
- F. Rereading Meter: A consumer may, by written request, have their meter reread by depositing the amount stated below with the Finance Officer. In case a test should show an error of over five percent (5%) of the water consumed, the deposit will be refunded to the consumer, a correctly registering meter will be installed and the bill will be adjusted accordingly if the meter erred in favor of the City. Such adjustment shall not extend back more than one billing period from the date of the written request. The deposit charges for meter testing shall be an amount equal to the City's cost. (~~Ord. 733, 8-12-74; and, 1995 Code~~)
- G. Meters City Property: All water meters shall be and remain the property of the City.
- H. Employees Granted Free Access: Authorized City employees shall have free access at reasonable hours of the day to all parts of every building and premises connected with the water system for reading of meters and inspections. (~~Ord. 388, 4-22-63~~)
- I. ~~Rental Fee: A rental fee equal to the interest rate paid on customer security deposits, will be charged the customer for the use of City water meters. The rental fee may be set off or credited against any interest due the customer on the security deposit. (Ord. 733, 8-12-74) (Ord 1590, 10-12-2020)~~

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

Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

Ordinance – Title of Ordinance –

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 7.e.

Department Approval



City Manager Approval



Item Description: Consider Ordinance Amending Chapter 801 of Roseville City Code,
Private Water Supplies

Background

Chapter 801.22 of the Roseville City Code regulates private water supplies also known as wells. Currently, the ordinance prohibits new wells from being drilled unless some specific requirements are met. No new wells have been installed for at least the last 10 years. Existing wells can continue to be used until they fail. Staff is aware of 26 residential wells that are used for home use and are not connected to the City system. There are also likely other wells that are just used for irrigation that were previously used for home use.

Staff is proposing to require these 26 homes be connected to the City water system by July 31, 2035. Once connected to City water, they could still use their well for irrigation. Staff is proposing to add this regulation to further reduce the risk of cross connections and to properly meter sewer discharges. Currently, these properties all have an assumed sewer use. The date chosen was to give residents adequate time to plan for the change. Recently, we have had about 1-2 wells per year get changed over to the City system as homes are sold or the wells began to fail. At this rate, there would likely only be a few wells that would need to be connected in 2035. All of the existing wells were drilled before the 1960's so they are over their expected design life.

All 26 well owners were notified of the council meeting to discuss the proposed ordinance change.

The City Attorney helped draft and reviewed the proposed ordinance.

Policy Objectives

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

Racial Equity Impact Summary

There should be no equity impacts with this ordinance.

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Budget Implications

This ordinance amendment should have no overall impacts to the budget.

Staff Recommendations

Staff recommends adopting an ordinance amending Title 8, Chapter 801, of Roseville’s City Code.

Requested Council Action

Consider adopting an ordinance amending Title 8, Chapter 801, of Roseville’s City Code.

Prepared by: Jesse Freihammer, Public Works Director

- Attachments:**
- 1. Ordinance Amendment
 - 2. Excerpt from PWET Commission Meeting Minutes
 - 3. Presentation
 - 4. BENCH HANDOUT

45

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING
TITLE 8, SECTION 801.22

AMENDING TITLE 8 SECTION 801.22 OF THE ROSEVILLE CITY CODE TO
UPDATE REGULATIONS REALTED TO PRIVATE WATER SUPPLIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 8, Section 801.22 is hereby amended to read as follows:

801.22: PRIVATE WATER SUPPLIES:

- A. Connection to Water System Prohibited: No water pipe of the municipal water system shall be connected with any pump, well, tank or piping that is connected with any other source of water supply. (~~Ord. 388, 4-22-1963~~)
- B. Continued Use after Connection to System: Single family residences that are currently on well water but have municipal water available, must connect to the municipal water system no later than July 31, 2035. Properties that do not connect to city water by July 31, 2035 will be charged a non-compliant water connection fee that will be determined in the fee schedule on their utility bill. These wells can continue to be used for irrigation provided there is no cross connections as described in paragraph A. All other Private wells may be maintained and continued in use after connection is made to the water system, provided there is no means of cross-connection between the private well and Municipal supply at any time. Hose bibbs that will enable the cross-connection of the two systems are prohibited on internal piping of the well supply system. The threads on the boiler drain of the well volume tank shall be removed or the boiler drain bibb replaced with a sink faucet. Where both private and City systems are in use, outside hose bibbs shall not be installed on both systems. Existing wells that discharge to the sanitary sewer systems must have a water meter installed to calculate sanitary sewer charges.
- C. New Construction:
 - 1. Water Main Available: All new homes or buildings shall connect to the Municipal water system if a water main is available to the property unless the City Council approves a private well where unusual circumstances exist.
 - 2. Water Main Unavailable: Where new homes or buildings do not have a water main available to the property, the City Council shall determine whether and under what conditions the Municipal water system will be extended to serve the property or a private well allowed. (~~Ord. 530, 3-20-1967~~)
- D. Existing Private Water System: Existing private water systems may be continued and maintained. Private wells serving such systems must meet the requirements of 801.22.B.~~may not be drilled without a permit from the Director of Public Works or the City~~

46 Council. (~~Ord. 891, 12-14-1981~~)

- 47
- 48 E. Permit Required: No person shall drill any well without first obtaining a permit from the
- 49 City and the Minnesota Department of Health. Application for such permit shall state the
- 50 character, location and size of the proposed well. The permit fee shall be set by City
- 51 Council resolution. (~~Ord. 891, 12-14-1981~~)
- 52
- 53 F. Requirements For Issuance: The ~~Director of Public Works~~ Director shall issue such permits
- 54 only if one of the following exists:
- 55
- 56 1. The well will only serve one single-family residence, and the use of the Municipal
- 57 system would create a health problem for the occupants of such single-family
- 58 dwelling.
- 59
- 60 2. The well is to be used for monitoring purposes only and will be abandoned in
- 61 accordance with State regulations at a set future date.
- 62
- 63 3. All other wells shall require a permit from the City Council. The City Council will
- 64 issue such permits only after a determination that the private well will not interfere
- 65 with the Municipal system and that the property cannot be served by the existing
- 66 Municipal system. (~~Ord. 891, 12-14-1981; 1995 Code~~)
- 67
- 68 4. Upon the completion of the drilling of each and every well, the well driller shall
- 69 notify the ~~Chief Code Enforcement Officer~~ Building Official and shall furnish the
- 70 ~~Chief Code Enforcement Officer~~ Building Official with Minnesota Department of
- 71 Health approved well records, with a visual pumping test of sufficient duration to
- 72 determine the yield which shall be of a minimum rate of ten (10) gallons per minute.
- 73 Within ten days after such a test of a well, the well driller shall file an affidavit
- 74 with the Chief Code Enforcement Officer setting forth the results of the test, the
- 75 capacity of the well, the pumping level, the depth of casing from grade and a
- 76 description of the screen or rock formation. (~~Ord. 276, 5-19-1959; 1995 Code~~)
- 77
- 78 G. Well Pumps: No person shall install or replace a pump without first obtaining a permit to
- 79 do so. Application for a permit to install or replace a pump for a well shall be made in
- 80 writing to the ~~Chief Code Enforcement Officer~~ Building Official and shall state the
- 81 manufacturer, type, horsepower, and rating of the proposed pump to be installed or
- 82 replaced. The permit fee shall be set by City Council resolution. (~~Ord. 873, 12-22-1980;~~
- 83 ~~1995 Code~~) (~~Ord 1590, 10-12-2020~~)
- 84

85 SECTION 2: Effective date. This ordinance shall take effect upon its passage and

86 publication.

87

88 Passed by the City Council of the City of Roseville this ____ day of _____ 20XX.

89
90
91 *Ordinance – Title of Ordinance* -
92

93
94 (SEAL)
95
96

97 CITY OF ROSEVILLE
98
99

100 BY: _____
101 Daniel J. Roe, Mayor
102

103 ATTEST:
104
105

106 _____
107 Patrick Trudgeon, City Manager
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109

Excerpt from
**Roseville Public Works, Environment
and Transportation Commission
Meeting Minutes**

Tuesday, January 23, 2024, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

1. Introduction / Roll Call

Chair Ficek called the meeting to order at approximately 6:30 p.m. and at his request, Public Works Director Jesse Freihammer called the roll.

Present: Chair Bryant Ficek; Vice Chair Des Mueller; and Members Jarrod Cicha, Daniel Fergus, Edwin Hodder, Allison Luongo, and Sarah Rudolf

Absent: None.

Staff Present: Public Works Director Jesse Freihammer; and Assistant Public Works Director/City Engineer Jennifer Lowry

6. Public Works Code Updates

Public Works Director Jesse Freihammer explained City staff has been reviewing ordinances and has a variety of public works related updates. He asked for discussion and feedback to give to the City Council.

Well Ordinance 801.22

Mr. Freihammer reviewed the proposed changes to the private Well Ordinance with the Commission.

Member Hodder asked how much money it would cost the homeowner to get on the City system.

Mr. Freihammer indicated in most cases the curb stop is stubbed out behind the curb so all the homeowners would have to do is run the line from the curb to the water in the house. He thought it would roughly be five to seven thousand dollars.

The Commission thought 2035 was a fair time limit for homeowners to get on City water.

Well Ordinance

801.22: Private Water Supplies

Current Wells

- Currently 26 residential wells used for potable water
- Unknown number of wells for irrigation
- Unknown number of wells used for commercial purposes

Updates

- Enhanced prevention of drilling new wells
- Propose requiring residential properties on wells to connected to City water by 2035
 - Eliminate risk of cross contamination
 - Better way to measure sewer use



[SOURCE](#)

LMC Sustainable City Award

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING
TITLE 8, SECTION 801.22

AMENDING TITLE 8 SECTION 801.22 OF THE ROSEVILLE CITY CODE TO
UPDATE REGULATIONS REALTED TO PRIVATE WATER SUPPLIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 8, Section 801.22 is hereby amended to read as follows:

801.22: PRIVATE WATER SUPPLIES:

- A. Connection to Water System Prohibited: No water pipe of the municipal water system shall be connected with any pump, well, tank or piping that is connected with any other source of water supply. (~~Ord. 388, 4-22-1963~~)
- B. Continued Use after Connection to System: Single family residences that are currently on well water but have municipal water available, must connect to the municipal water system no later than July 31, 2035. Properties that do not connect to city water by July 31, 2035 will be charged a non-compliant water connection fee that will be determined in the fee schedule and will be charged on their utility bill. These wells can continue to be used for irrigation provided there is no cross connections as described in paragraph A. All other Pprivate wells may be maintained and continued in use after connection is made to the water system, provided there is no means of cross-connection between the private well and Municipal supply at any time. Hose bibbs that will enable the cross-connection of the two systems are prohibited on internal piping of the well supply system. The threads on the boiler drain of the well volume tank shall be removed or the boiler drain bibb replaced with a sink faucet. Where both private and City systems are in use, outside hose bibbs shall not be installed on both systems. Existing wells that discharge to the sanitary sewer systems must have a water meter installed to calculate sanitary sewer charges.
- C. New Construction:
1. Water Main Available: All new homes or buildings shall connect to the Municipal water system if a water main is available to the property unless the City Council approves a private well where unusual circumstances exist.
 2. Water Main Unavailable: Where new homes or buildings do not have a water main available to the property, the City Council shall determine whether and under what conditions the Municipal water system will be extended to serve the property or a private well allowed. (~~Ord. 530, 3-20-1967~~)
- D. Existing Private Water System: Existing private water systems may be continued and maintained. Private wells serving such systems must meet the requirements of

~~801.22.B. may not be drilled without a permit from the Director of Public Works or the City Council. (Ord. 891, 12-14-1981)~~

E. Permit Required: No person shall drill any well without first obtaining a permit from the City and the Minnesota Department of Health. Application for such permit shall state the character, location and size of the proposed well. The permit fee shall be set by City Council resolution. ~~(Ord. 891, 12-14-1981)~~

F. Requirements For Issuance: The ~~Director of Public Works~~ Director shall issue such permits only if one of the following exists:

1. The well will only serve one single-family residence, and the use of the Municipal system would create a health problem for the occupants of such single-family dwelling.

2. The well is to be used for monitoring purposes only and will be abandoned in accordance with State regulations at a set future date.

3. All other wells shall require a permit from the City Council. The City Council will issue such permits only after a determination that the private well will not interfere with the Municipal system and that the property cannot be served by the existing Municipal system. ~~(Ord. 891, 12-14-1981; 1995 Code)~~

4. Upon the completion of the drilling of each and every well, the well driller shall notify the ~~Chief Code Enforcement Officer~~ Building Official and shall furnish the ~~Chief Code Enforcement Officer~~ Building Official with Minnesota Department of Health approved well records. ~~with a visual pumping test of sufficient duration to determine the yield which shall be of a minimum rate of ten (10) gallons per minute. Within ten days after such a test of a well, the well driller shall file an affidavit with the Chief Code Enforcement Officer setting forth the results of the test, the capacity of the well, the pumping level, the depth of casing from grade and a description of the screen or rock formation. (Ord. 276, 5-19-1959; 1995 Code)~~

G. Well Pumps: No person shall install or replace a pump without first obtaining a permit to do so. Application for a permit to install or replace a pump for a well shall be made in writing to the ~~Chief Code Enforcement Officer~~ Building Official and shall state the manufacturer, type, horsepower, and rating of the proposed pump to be installed or replaced. The permit fee shall be set by City Council resolution. ~~(Ord. 873, 12-22-1980; 1995 Code)~~ ~~(Ord 1590, 10-12-2020)~~

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

Passed by the City Council of the City of Roseville this ____ day of _____ 20XX.

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Ordinance – Title of Ordinance _____

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 7.f.

Department Approval



City Manager Approval



Item Description: Consider Ordinance Amending Chapter 703 of Roseville City Code, Courtesy Benches

Background

Chapter 703.05 of the Roseville City Code deals with bus benches in the rights-of-way nuisances and enforcement. The code was last updated in 2008. Some of the current ordinance language is out of date and needs updating. Currently, the City has one vendor, US Bench, which has 51 benches installed throughout the City at current or former transit stops.

Staff reviewed numerous other city ordinances in regards to benches in public rights-of-way. Based on these ordinances as well as feedback from the Public Works Environment and Transportation Commission (Attachment 3) and the City Attorney, staff is recommending the following changes be made to the current ordinance:

- Change the term “Bus Bench” to “Courtesy Bench.”
- Require a license for each Courtesy Bench and outline licensing requirements and regulations.
 - Change to two-year license to limit administrative time, since locations change infrequently.
- Outline locations where Courtesy Benches may be placed.
 - Proposed ordinance would allow benches if adjacent to city pathway.
- Clarifies specific requirements of benches for advertising and ADA compliance.
- Updates liability insurance.

Overall, the proposed ordinance simplifies the licensing process and clarifies bench requirements to more industry-wide standards. The only major change is allowing benches along pathways, which the current code does not allow.

The City Attorney helped draft and reviewed the proposed ordinance.

Policy Objectives

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

Racial Equity Impact Summary

Lower income and disadvantage populations tend to own less cars and use more non-motorized transportation and public transit. The new ordinance would allow for greater installation of benches in public rights-of-way which should be an overall benefit to those users.

Budget Implications

The ordinance amendments should have no overall impacts financially.

Staff Recommendations

Staff recommends adopting an ordinance amending Title 7, Chapter 703, of Roseville's City Code.

Requested Council Action

Consider adopting an ordinance amending Title 7, Chapter 703, of Roseville's City Code.

Consider adoption an ordinance for summary publication of the Amendment to Title 7, Chapter 703, of Roseville's City Code.

Be advised the ordinance allowing for a summary publication requires a 4/5ths vote

Prepared by: Jesse Freihammer, Public Works Director

Attachments:

1. Ordinance Amendment
2. Ordinance Summary
3. Excerpt from PWET Commission Meeting Minutes
4. Presentation
5. Existing Permitted Bench Map
6. BENCH HANDOUT

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING

TITLE 7, SECTION 703

AMENDING TITLE 7, SECTION 703.05 OF THE ROSEVILLE CITY CODE TO
OUTLINE LICENSING REQUIREMENTS FOR COURTESY BENCHES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 7, Section 703.05 of the Roseville City Code is amended and
renumbered to read as follows:

703.05: ~~BUS BENCHES IN RIGHT OF WAY~~COURTESY BENCHES:

No Courtesy bBench may be placed or maintained in a public right of way without securing a permit license from the Public Works Director and which includes the payment of ~~an annual~~ two-year license fee as established in Section 314.05. The number, size, and locations of all benches, shall be in accordance with the City of Roseville/Metro Transit bus route plan or be adjacent to a city pathway. ~~The Public Works and Transportation Commission will review the annual site application for input regarding the siting application. A~~ and permit shall not be issued unless the bench and its placement comply in compliance with the following conditions: ~~(Ord. 1379A, 11-17-2008)~~

- A. Courtesy bench means any bench on public property for purposes of providing a location for people to wait or rest. A separate license is required for each Courtesy Bench at each location.
- B. License Term and fees: The term for all licenses shall be two years. Fees for the license will be defined in the city fee schedule.
- C. License Renewal: At least 60 days prior to the expiration of license, lessee may make application of renewal for another licensed term. Failure to make application prior to the expiration of the license term will result in a late fee.
- D. Change of ownership: If a courtesy bench owned or controlled by a current licensee is sold or control is transferred, the owner or controller must apply for a new license within thirty (30) days of sale or transfer and must go through the new license application process.
- ~~E. Bus Stops: A bench shall only be placed at a bus stop on an established route.~~

- 38 E. Location: A courtesy bench shall be placed parallel to and no nearer than four feet from
39 the roadway curb or the edge of the roadway where no curb exists and shall not obstruct a
40 pathway. A bench may be located on a sidewalk, provided that the minimum remaining
41 width of the sidewalk after bench installation is six feet. No bench shall be fixed to any city
42 property including city sidewalks, utility poles and signs without prior approval of the city.
43
- 44 F. Number: No more than one ~~bus-courtesy~~ courtesy bench may be placed at a roadway intersection in
45 the direction of traffic flow, unless the Public Works Director authorizes more benches in
46 writing after finding that the passenger load justifies more than one courtesy bench at a bus
47 stop. All bus benches shall bear the local telephone number at which the permittee may be
48 reached concerning issues with the bench.
49
- 50 G. Proximity to Other ~~Benches-Structures~~: No ~~bus-courtesy~~ bench may be placed within 500
51 feet of any other bench or within 15 feet of an existing on a roadway, unless the Public
52 Works Director authorizes more benches in writing after finding that the passenger load
53 justifies more than one courtesy bench at a bus stop or closer proximity. Courtesy Bench
54 shall not be located within 5 feet of fire hydrants, driveways, or crosswalks.
55
- 56 H. Size: The maximum size of a bench shall be three and one-half feet high, seven feet long
57 and three feet wide erected upon a concrete pad, or approved of equal, of a maximum eight
58 foot-eight-foot length and four-foot-four-foot width. The maximum amount of advertising
59 on a bus bench shall not exceed eleven square feet.
60
- 61 I. ADA Compliance: All benches in construction and location must comply with the
62 Americans with Disabilities Act.
63
- 64 J. Color: A bench shall be of a single color except a multicolored advertising sign. The bench
65 signage may be affixed to or may be used as the backrest of the bench. Signage shall be
66 affixed only to the street-side portion of the bench backrest
67
- 68 K. Material: Materials used in constructing benches must be constructed using durable
69 materials including, but not limited to, wood, steel, concrete, or plastic.
70
- 71 L. Advertising: Courtesy benches may display Signs as defined by Roseville City Code Sec.
72 1010.02 (A)(1) and must be approved by the Director of Public Works. Such signs do not
73 require a sign permit. Such signs may not contain a dynamic display. The maximum
74 amount of advertising on a bus bench shall not exceed eleven square feet and may only be
75 displayed on the front surface of the back rest.
76
- 77 M. Structure Maintenance: When directed by the Public Works Director as necessary to
78 address refuse and litter issues, bench sites shall be equipped with an architecturally
79 complementary trash receptacle. Benches shall be maintained a minimum of once per week
80 with such maintenance to include picking-up litter/debris about the bench, removing

81 graffiti/stickers, removal of ice and snow in a manner such that each bench shall be fully
82 accessible within 72 hours of a snow fall or other weather event. Benches shall be inspected
83 weekly for any damaged or broken parts and shall repair or replace damaged or broken
84 parts within 48 hours after damage or breakage is discovered or reported.

- 85
86 N. Liability Insurance: A certificate of liability insurance shall be filed with the city covering
87 claims for damages which might arise out of the use or placement of a bench in the public
88 right of way naming the city as an additional insured. The minimum limit of liability shall
89 be ~~six hundred thousand~~ one million dollars (\$1,000,000.00).

- 90
91 O. Revocation of License: The city may suspend or revoke any license under this Chapter
92 pursuant to Section 301.09 of the Roseville City Code.

- 93
94 P. Removal: At the request of the Public Works Director, a bench shall be removed at the
95 ~~permittee-licensee's~~ sole expense in order to permit right-of-way improvements or
96 maintenance. If the location of the bench is a safety hazard or if it interferes with pedestrian
97 or vehicular traffic on the right of way, or if the bus route changes, the ~~provider~~ licensee
98 must removal remove the courtesy bench within 30 days of the route change. A bench shall
99 also be removed thirty (30) days following expiration of the license

- 100
101 Q. State or County Permission: If the bench placement is in a Minnesota Department of
102 Transportation or county right of way, written permission must be secured from the
103 Minnesota department of transportation or the county and filed with the city. (Ord. 1267,
104 7-15-2002)

- 105
106 R. Applicants and ~~permittees-licensees~~ must meet all local, state, and federal requirements
107 applicable to ~~bus-courtesy~~ benches, their placement, and their use for public transit
108 services. (~~Ord. 1294, 9-15-2003~~)

109
110 SECTION 2: Effective date. This ordinance shall take effect upon its passage and
111 publication.

112
113 Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

Ordinance – Title of Ordinance -

(SEAL)

CITY OF ROSEVILLE

BY: _____

Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE SUMMARY NO. ____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
AMENDMENT TO TITLE 7, SECTION 703.05 OF THE
ROSEVILLE CITY CODE IN ORDER TO OUTLINE LICENSING
REQUIREMENTS FOR COURTESY BENCHES**

SECTION 1: The City Council of the City of Roseville, on _____, 2024, adopted Ordinance No. _____. Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps.

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

SECTION 2: The following is the official summary of Ordinance No. _____ entitled “AMENDING TITLE 7, SECTION 703.05 OF THE ROSEVILLE CITY CODE TO OUTLINE LICENSING REQUIREMENTS FOR COURTESY BENCHES” which was approved by the City Council of Roseville on _____, 2024 and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On _____, 2024, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 7, Section 703.05 of the Roseville City Code in order to:

- Change the term “Bus Bench” to “Courtesy Bench”;
- Require a license for each Courtesy Bench and outline licensing requirements and regulations;
- Outline locations where Courtesy Benches may be placed.

SECTION 3: A printed copy of the full ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted on the Internet web page of the City of Roseville (www.cityofroseville.com).

ATTEST:

Patrick Trudgeon, City Manager

Excerpt from
**Roseville Public Works, Environment
and Transportation Commission
Meeting Minutes**

Tuesday, January 23, 2024, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

1. Introduction / Roll Call

Chair Ficek called the meeting to order at approximately 6:30 p.m. and at his request, Public Works Director Jesse Freihammer called the roll.

Present: Chair Bryant Ficek; Vice Chair Des Mueller; and Members Jarrod Cicha, Daniel Fergus, Edwin Hodder, Allison Luongo, and Sarah Rudolf

Absent: None.

Staff Present: Public Works Director Jesse Freihammer; and Assistant Public Works Director/City Engineer Jennifer Lowry

6. Public Works Code Updates

Public Works Director Jesse Freihammer explained City staff has been reviewing ordinances and has a variety of public works related updates. He asked for discussion and feedback to give to the City Council.

Bench Ordinance 703.05

Mr. Freihammer reviewed the Bench Ordinance with the Commission.

Member Fergus indicated he was appreciative of the addition of this adjacent to City pathways.

Chair Ficek noted there is a section P in there, relocation of license or permit and he wondered if there was intended to be text behind that one.

Mr. Freihammer thought that was one section that the City Attorney was going to add some language to.

Chair Ficek indicated he also liked the addition for the removal if it expires and not actively being renewed the City can go in and remove it.

Member Luongo thought they were also waiting on some language for ADA compliance because there is a Section J but there was not any wording in that section.

Mr. Freihammer explained the City will clarify some language on that.

Member Rudolf indicated she had a question about Section K versus Section M. The last sentence of Section K says, "Signage shall be affixed only to the street-side portion of the bench backrest" and in Section M it says, "Advertising may be displayed on the front and rear faces of the backrest."

Mr. Freihammer indicated that was a good catch. Staff added Section M to clarify, and he thought Section M clearly conflicts with Section K. He thought staff could change Section M to state just the front of the backrest because that is what the current ordinance states.

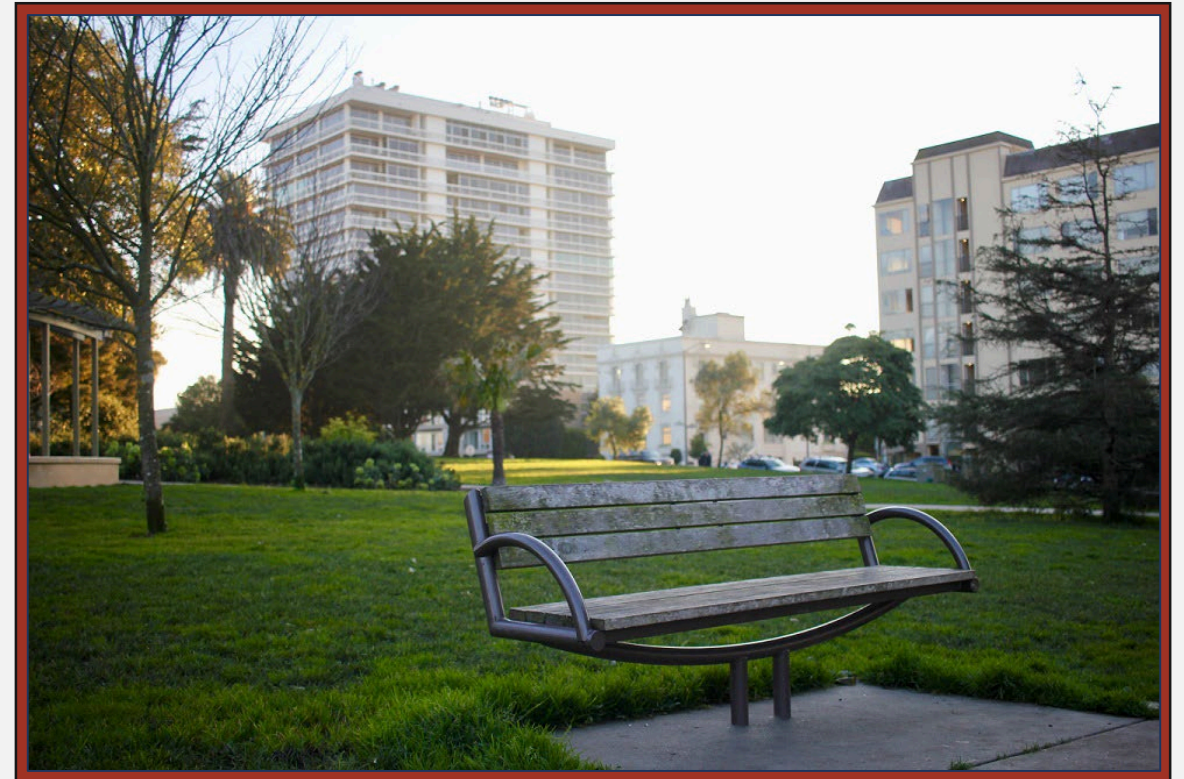
The Commission was supportive of the proposed changes to the Bench Ordinance.

Bench Ordinance

703.05: Bus Benches in Right of Way

Ordinance

- Details on licensing/permitting process
 - Term Length
 - Renewal Details
 - Fees
 - Transferring ownership
 - Consent of abutting property owner
 - Should this be added?
 - Multiple bench locations under one “customer”
- Detailed list of information required for the application
 - Issuance or denial
- ADA Specific bench dimensions

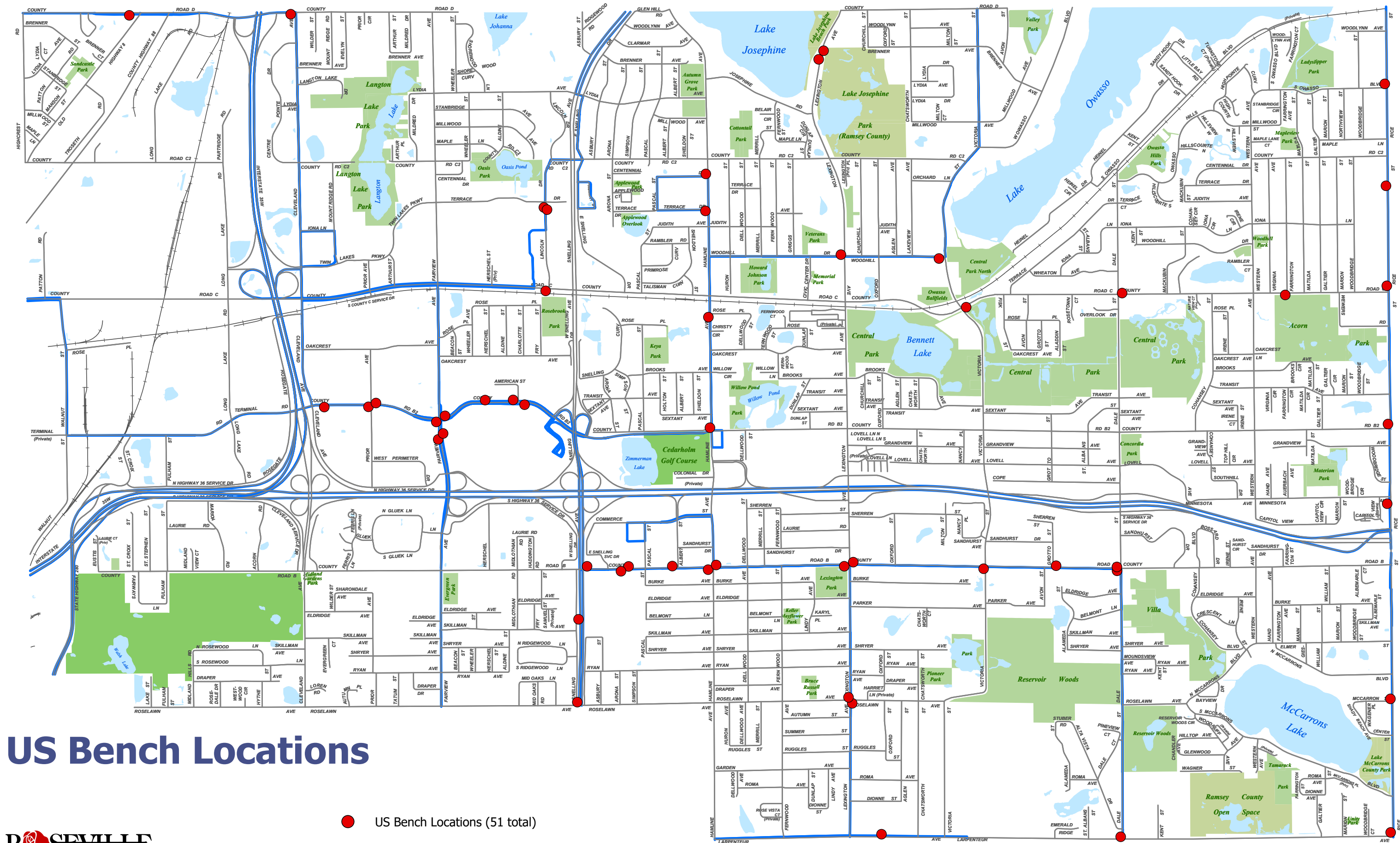


[SOURCE](#)

703.05: Bus Benches in Right of Way

- Change to license
- Two-year license
- Allow benches at locations other than just transit
- Updated technical requirements





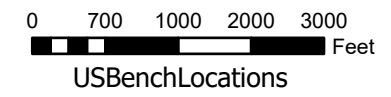
US Bench Locations

ROSEVILLE
Prepared by: Engineering Department
9/28/2023

● US Bench Locations (51 total)
— Transit Route

Data Sources
* Ramsey County GIS (8/6/2023)
* City of Roseville Community Development
* City of Roseville Finance Department

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. 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.



City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING

TITLE 7, SECTION 703

AMENDING TITLE 7, SECTION 703.05 OF THE ROSEVILLE CITY CODE TO
OUTLINE LICENSING REQUIREMENTS FOR COURTESY BENCHES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 7, Section 703.05 of the Roseville City Code is amended and
renumbered to read as follows:

703.05: ~~BUS BENCHES IN RIGHT OF WAY~~ COURTESY BENCHES:

No Courtesy bBench may be placed or maintained in a public right-of-way without securing a permit license from the Public Works Director ~~and which includes~~ the payment of a an annual two-year license fee as established in Section 314.05. The number, size, and locations of all benches, shall be in accordance with the City of Roseville/Metro Transit bus route plan or be adjacent to a city pathway. ~~The Public Works and Transportation Commission will review the annual site application for input regarding the siting application. A and permit shall not be issued unless the bench and its placement comply in compliance with the following conditions: (Ord. 1379A, 11-17-2008)~~

- A. Courtesy Bench means any bench on public property for purposes of providing a location for people to wait or rest. A separate license is required for each Courtesy Bench at each location.
- B. License Term and fees: The term for all licenses shall be two years. Fees for the license will be defined in the city fee schedule.
- C. License Renewal: At least 60 days prior to the expiration of license, lessee may make application of renewal for another licensed term. Failure to make application prior to the expiration of the license term will result in a late fee.
- D. Change of ownership: If a courtesy bench owned or controlled by a current licensee is sold or control is transferred, the owner or controller must apply for a new license within thirty (30) days of sale or transfer and must go through the new license application process.
- ~~E. Bus Stops: A bench shall only be placed at a bus stop on an established route.~~

02/26/2024

- 38 E. Location: A Courtesy Bench shall be placed parallel to and no ~~nearer~~ closer than four feet
39 from the roadway curb or the edge of the roadway where no curb exists and shall not
40 obstruct a pathway. A bench may be located on a sidewalk, provided that the minimum
41 remaining width of the sidewalk after bench installation is six feet. No bench shall be fixed
42 to any city property including city sidewalks, utility poles and signs without prior approval
43 of the City.
44
- 45 F. Number: No more than one ~~bus~~ Courtesy Bench may be placed at a roadway intersection
46 in the direction of traffic flow, unless the Public Works Director authorizes more benches
47 in writing after finding that the passenger load justifies more than one Courtesy Bench at a
48 bus stop. All bus benches shall bear the local telephone number at which the permittee may
49 be reached concerning issues with the bench.
50
- 51 G. Proximity to Other ~~Benches~~ Structures: No ~~bus~~ Courtesy Bench may be placed within 500
52 feet of any other bench or within 15 feet of an existing Transit Shelter on a roadway, unless
53 the Public Works Director authorizes more Courtesy Benches in writing after finding that
54 the passenger load justifies more than one Courtesy Bench at a bus stop or closer proximity.
55 Courtesy Benches shall not be located within 5 feet of fire hydrants, driveways, or
56 crosswalks.
57
- 58 H. Size: The maximum size of a Courtesy Bench shall be three and one-half feet high, seven
59 feet long and three feet wide erected upon a concrete pad, or approved of equal, of a
60 maximum eight foot eight-foot length and four foot four-foot width. The maximum amount
61 of advertising on a bus bench shall not exceed eleven square feet.
62
- 63 I. ADA Compliance: All Courtesy Benches in construction and location must comply with
64 the Americans with Disabilities Act.
65
- 66 J. Color: A Courtesy Bench shall be of a single color except a multicolored advertising sign.
67 The bench signage may be affixed to or may be used as the backrest of the Courtesy Bench.
68 Signage shall be affixed only to the street-side portion of the Courtesy Bench backrest
69
- 70 K. Material: Materials used in constructing Courtesy Benches must be constructed using
71 durable materials including, but not limited to, wood, steel, concrete, or plastic.
72
- 73 L. Advertising: Courtesy Benches may display Signs as defined by Roseville City Code Sec.
74 1010.02 (A)(1) and must be approved by the Director of Public Works. Such signs do not
75 require a sign permit. Such signs may not contain a dynamic display. The maximum
76 amount of advertising on a Courtesy Bench shall not exceed eleven square feet and may
77 only be displayed on the front surface of the back rest.
78
- 79 M. Structure Maintenance: When directed by the Public Works Director as necessary to
80 address refuse and litter issues, bench sites shall be equipped with an architecturally

02/26/2024

complementary trash receptacle. Courtesy Benches shall be maintained a minimum of once per week with such maintenance to include picking-up litter/debris about the Courtesy Bench, removing graffiti/stickers, removal of ice and snow in a manner such that each bench shall be fully accessible within 72 hours of a snow fall or other weather event. Courtesy Benches shall be inspected weekly for any damaged or broken parts and shall repair or replace damaged or broken parts within 48 hours after damage or breakage is discovered or reported.

- N. Liability Insurance: A certificate of liability insurance shall be filed with the city covering claims for damages which might arise out of the use or placement of a bench in the public right of way naming the city as an additional insured. The minimum limit of liability shall be ~~six hundred thousand~~ one million dollars (\$1,000,000.00).
- O. Revocation of License: The city may suspend or revoke any license under this Chapter pursuant to Section 301.09 of the Roseville City Code.
- P. Removal: At the request of the Public Works Director, a Courtesy Bench shall be removed at the ~~permittee-licensee's~~ sole expense in order to permit right-of-way improvements or maintenance. If the location of the Courtesy Bench is a safety hazard or if it interferes with pedestrian or vehicular traffic on the right of way, or if the bus route changes, the ~~provider~~ licensee must removal remove the Courtesy Bench within 30 days of the route change. A Courtesy Bench shall also be removed thirty (30) days following expiration of the license
- Q. State or County Permission: If the Courtesy Bench placement is in a Minnesota Department of Transportation or County right of way, written permission must be secured from the Minnesota Department of Transportation or the County and filed with the City. (Ord. 1267, 7-15-2002)
- R. Applicants and ~~permittees-licensees~~ must meet all local, state, and federal requirements applicable to ~~bus~~ Courtesy Benches, their placement, and their use for public transit services. (~~Ord. 1294, 9-15-2003~~)

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

Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

Ordinance – Title of Ordinance _____

(SEAL)

CITY OF ROSEVILLE

BY: _____

Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 7.g.

Department Approval



City Manager Approval



Item Description: Consider Ordinance Amending Chapter 802 of Roseville City Code, Discharge of Fats, Oils and Greases

Background

Chapter 802.15 of the Roseville City Code regulates the discharge of fat, oils and grease into the sanitary sewer system. The ordinance was enacted in 2018. Overall, the ordinance has been a success to help regulate restaurants, especially new ones, with the installation of grease traps and grease interceptors. Staff has determined the ordinance needs a few updates and clarifications to make the ordinance easier to understand and regulate. Overall, the changes are very minor with no major impacts to current businesses or future developments.

The City Attorney helped draft and reviewed the proposed ordinance.

Policy Objectives

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

Racial Equity Impact Summary

There should be no equity impacts with this ordinance.

Budget Implications

This ordinance amendment should have no overall impacts to the budget.

Staff Recommendations

Staff recommends adopting an ordinance amending Title 8, Chapter 808, of Roseville's City Code.

Requested Council Action

Consider adopting an ordinance amending Title 8, Chapter 808, of Roseville's City Code.

Consider adoption of an ordinance for summary publication of the Amendment to Title 8, Chapter 808, of Roseville's City Code.

Be advised the ordinance allowing for a summary publication requires a 4/5ths vote.

34

35

Prepared by: Jesse Freihammer, Public Works Director

Attachments:

1. Ordinance Amendment
2. Ordinance Summary
3. Excerpt from PWET Commission Meeting Minutes
4. Presentation

36

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING

TITLE 8, SECTION 802.15

AMENDING TITLE 8, SECTION 802.15 OF THE ROSEVILLE CITY CODE TO
UPDATE AND CLARFY REQUIRMENTS RELATED TO THE DISCHARGE OF FAT,
OILS, AND GREASE.

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 8, Section 802.15 of the Roseville City Code is amended to read as follows:

802.15: DISCHARGE OF FATS, OILS AND GREASE:

A. Definitions: The following words, terms, and phrases, when used in this section, shall have the meaning:

1. Best Management Practice or BMP: Fats, Oils and Grease or FOG BMP's are the most effective and practicable means of controlling, preventing, and minimizing the discharge of FOG into the ~~City's~~ public sanitary sewer system including the installation of devices, device maintenance, training or any other practice that reduces FOG.
2. Food Service Establishments or FSE means any facility containing an operation that prepares, packages, serves, vends or otherwise provides food or which disposes of food related wastes. Food service facility does not include single or multifamily residential facilities unless commercial kitchens, which are licensed by Ramsey County Public Health, are present, but does include institutional facilities and other facilities designated by the Public Works Director or their designee, as a facility that discharges enough FOG to have significant impact on the ~~City's~~ public sanitary sewer system.
3. Fats, Oils and Grease or FOG: means material composed primarily of fats, oils and grease from animal or vegetable sources.
4. Food manufacturer/processor or FM/P means those establishments using methods and techniques to transform raw ingredients into food for human consumption.
5. Grease interceptor means grease retention units of the outdoor or underground type with a 1,000- to 3,000-gallon capacity. FSE requiring a larger than 3,000-gallon capacity interceptor shall plumb and install additional separate units.

- 44 6. Grease trap means a compact device commonly located in the kitchen used for
45 separating and retaining waterborne greases and grease complexes prior to the
46 wastewater exiting the trap and entering the sanitary sewer system.
47

48 B. FOG program participation required.
49

- 50 1. This section applies to all FSE and FM/P discharging wastewater containing fats, oils
51 and grease to the ~~City's public~~ sanitary sewer system including, but not limited to,
52 restaurants, grocery stores, meat markets, hotels, correctional facilities, factory and
53 office building cafeterias, public and private schools, hospitals, multiple tenant housing
54 which has commercial kitchens licensed by Ramsey County Public Health, commercial
55 day care centers, places of worship, and catering services.
56

- 57 ~~2. As of the effective date of this ordinance and thereafter, No FSE or FM/P shall~~
58 ~~discharge any FOG substance of any kind into any portion of the City's public sanitary~~
59 ~~sewer system except in accordance with a best management practice (BMP) program~~
60 ~~which has been approved by the City's Public Works Director in writing.~~

61 C. ~~No FSE or FM/P shall discharge any substance of any kind into any portion of the sanitary~~
62 ~~sewer system which is not in conformance with the BMP program for that FSE or FM/P~~FOG
63 prohibitions. No FSE or FM/P shall;
64

- 65 1. Install food grinders in a plumbing or sewage system in any new construction or
66 renovation of a structure designed to house a FSE or FM/P;
67
68 2. Discharge any wastewater containing FOG into the sanitary sewer system except in
69 compliance with the BMP program for that facility;
70
71 3. Introduce any additives into the sanitary sewer system for the purpose of emulsifying
72 FOG or biologically or chemically treating any substance introduced into any sanitary
73 sewer system for the purpose of treatment or pretreatment of wastewater, unless with a
74 specific written authorization by the Public Works Director;
75
76 4. Discharge wastewater at temperatures in excess of 160 degrees Fahrenheit to any
77 grease interceptor or grease trap;
78
79 5. Operate grease interceptors if the unit has accumulated waste, both FOG and ~~food~~
80 solids, accounting for 25 percent or more of its wetted depth measured from the static
81 water level to the interior tank bottom, with FOG and solids accumulation, exceeding
82 25 percent of the total operating depth of the grease interceptor; or
83
84 6. Discharge any FOG or any other solid materials removed from the grease control
85 device to the sanitary sewer system.
86

87 D. FOG interceptors installation requirements.
88

1. Except as provided for in subsection 802.15.M, any structure designed for or intended to be used for an FSE or FM/P must have a grease interceptor installed prior to discharging any wastewater into a sanitary sewer system. Such grease interceptor must be a minimum 1,000-gallon capacity and comply with all conditions as set forth in the State of Minnesota Administrative Rule 4715 and by the Ramsey County Public Health Department;
 2. Property owners of any new commercial construction structure designed to house multiple tenants on a single parcel shall be responsible to install and maintain a single grease interceptor to serve each individual tenant. If a property owner demonstrates to the Public Works Director that it is not practically possible to install and maintain a single grease interceptor to serve each individual unit located in the structure, in which case the Public Works Director has the discretion to approve a plan for such structure providing for more than one grease interceptor or a combination of grease interceptors and grease traps to service such property, which approval shall be in writing. Said approved plan shall include the minimum number of grease interceptors and grease traps that can reasonably serve the structure and the BMP program shall specifically include service for all approved grease intercepts and grease traps;
 3. The owner of any structure occupied by more than one FSE or FM/P shall be jointly and severally liable with the owner of each FSE or FM/P served by any grease interceptor or any grease trap for the servicing and maintenance of that grease interceptor or grease trap and for any servicing and maintenance of any sanitary sewer system located downstream from said structure to remove any accumulations of FOG therefrom;
 4. The Public Works Director may require existing FSE or FM/Ps and owners of structures in which such FSE or FM/Ps are located which have been identified as introducing FOG in any portion of the sanitary sewer system, and which introduction of FOG, in whole or in combination with other FOG contributors, has been responsible for causing the need for the city to clean such portion of the sanitary sewer system more than twice in a single calendar year to install grease interceptors or other FOG equipment as deemed necessary to comply with this section. Such installation shall be completed and operational within 180 days of notice by the Public Works Director.
- E. Grease interceptors. Maintenance and cleaning of grease interceptors. In the maintaining and routine cleaning of grease interceptors and any other grease control device, the owner of the FSE or FM/P and the owner of the structure in which it is located, if different from the owner of the FSE or FM/P shall be responsible for the proper removal and disposal by appropriate means of the captured material. If not performed by personnel under the direct control and direction of any such owner, such removal and haul shall be performed by currently licensed waste disposal haulers who are licensed for this activity.
1. Maintenance of grease interceptors shall be performed as frequently as necessary to protect the sanitary sewer system against the accumulation of FOG. Maintenance shall be performed as determined by inspection and application of the 25-percent rule, or at

- 135 90-day interval ~~specified in the permit~~, whichever is more frequent. ~~Maintenance shall~~
136 ~~be performed at least every 90 days.~~
- 137
- 138 a. The 25-percent rule requires that the depth of ~~oil and grease FOG~~ (floating and
139 settled) in ~~an trap interceptor shall~~ be less than 25 percent of the total operating
140 depth ~~of the trap determine by measuring the wetted depth from the static water~~
141 ~~level to the interior tank bottom. The operating depth of a trap is determined by~~
142 ~~measuring the internal depth from the outlet water elevation to the bottom of the~~
143 ~~trap.~~
- 144
- 145 F. Grease traps. Maintenance of grease traps shall be performed as frequently as necessary to
146 protect the sanitary sewer system against the accumulation of FOG. Maintenance shall be
147 performed as required by inspection and/or sampling or at 14-day intervals ~~specified in the~~
148 ~~permit~~, whichever is more frequent. ~~Maintenance shall be performed at minimum every 14~~
149 ~~days.~~
- 150
- 151 G. Maintenance modifications. Food service facilities which operate infrequently or only for
152 special events may request a modification to the maintenance schedule specified above. The
153 Public Works Director may authorize a maintenance frequency related to the operation of the
154 food service facility. The property owner shall submit a request for a modified maintenance
155 schedule which includes all details of operation for the director to review.
- 156
- 157 H. Disposal. The property owner shall be responsible for the proper removal and disposal of the
158 grease interceptor or trap waste. All waste removed from each grease interceptor or trap must
159 be disposed of properly at an appropriate facility designed to receive grease interceptor or trap
160 waste. No grease interceptor or trap waste shall be discharged into any City sanitary or storm
161 sewer system.
- 162
- 163 I. Maintenance log. The property owner shall be responsible for retaining records of the
164 maintenance of grease interceptors and traps including manifests, permits, permit applications,
165 correspondence, sampling data and any other documentation that may be requested by the City.
166 This log shall include the dates of service, volume of waste removed, waste hauler, and disposal
167 site of waste. These records shall be kept on-site at the location of the grease interceptor or trap
168 for a period of three years and are subject to review by the City upon request without prior
169 notification.
- 170
- 171 J. Inspection. The City ~~will~~ may perform periodic inspections of these facilities and shall notify
172 the property owner of any additional required maintenance or repairs. Upon written notification
173 by the City, the property owner shall be required to perform the maintenance and records of
174 said maintenance within 14 calendar days. Upon inspection by the City the property owner
175 may be required to install, at their expense, additional controls to provide a complete system
176 which prevents discharges of FOG into the sanitary sewer system.
- 177
- 178 K. Exception from grease interceptor requirements. If the owner of any FSE or FM/P or of any
179 structure in which an FSE or FM/P is located or is to be located demonstrates to the reasonable
180 satisfaction of the Public Works Director that installation of a grease interceptor is not feasible,

the Public Works Director may grant an exception allowing such owner to install grease traps or other alternative treatment technology which will in their discretion adequately control the release of FOG from the FSE or FM/P or the structure into the sanitary sewer system. The FSE or FM/P bears the burden of demonstrating that the installation of a grease interceptor is not feasible to the satisfaction of the Public Works Director.

L. Charge for remedial maintenance or repair of the City sanitary sewer system.

1. In the event that the owner of an FSE or FM/P or the owner of any structure in which an FSE or FM/P is located is found to have contributed to the partial or complete obstruction of a sanitary sewer system resulting from the discharge of wastewater or waste containing FOG and that the City is required to act immediately to control a public health hazard because of such blockage, such owner shall be required to reimburse the City for all costs of abating such condition. In situations where there are multiple owners identified as contributing to FOG causing such obstruction, the Public Works Director will apportion the cost of the cleanup, maintenance, or repair costs on a prorated basis, based on each owner's percentage share of the average total sanitary sewer charges for all such owners. Further, should inspection, testing or other sampling activity by the City confirm that any property owner is contributing FOG (including other harmful ingredients) and is causing the repair or excessive maintenance activity to maintain the sanitary sewer system, the Public Works Director may require retrofitting of the structure with grease interceptors or grease traps, including testing facilities and access thereto sufficient to resolve the problem;
2. The costs for curing any private sewer lateral failures and sewer system overflows, including cleaning and other maintenance, caused in whole or in part by FOG introduced into the sanitary sewer system by any FSE or FM/P, alone or in conjunction with any other party, are the responsibility of the owner of the FSE or FM/P and the owner of any structure in which the FSE or FM/P contributing the FOG to the sanitary sewer system is located.

M. Compliance. Compliance with the grease control program shall be evaluated based on the following criteria:

1. All FSE and ~~SM~~ FM/P who are implementing and documenting BMPs and performing and documenting grease retention unit cleaning at the required frequency will be considered to be in full compliance with this policy.
2. When an obstruction and/or sanitary sewer overflow occur due to the presence of FOG, the records of all FSE or FM/P that discharge to the affected sanitary sewer line may be reviewed in order to determine the responsible party. Any FSE or FM/P found to be in noncompliance with the required grease retention unit cleaning frequency shall be deemed a "responsible party" for cost recovery. Payment of cost recovery does not preclude further enforcement actions for noncompliance as per the FOG enforcement response plan.

N. Penalties and assessments for FOG program noncompliance. In the event that the owner of an FSE or FM/P or the owner of any structure in which an FSE or FM/P is located is found to have failed to comply with the provisions of this division, the following penalties, or assessments or both may be applied:

1. For introduction of FOG into any sanitary sewer system resulting in obstruction to said system or in a sanitary sewer overflow:
 - a. The city may disconnect water and sewer service to the FSE or FM/P and to the structure in which the FSE or FM/P is located;
 - b. City may impose a fine per the City's Fee Schedule until such owner demonstrates that the subject FSE or FM/P or structure is in compliance with the requirements of this section;
2. For failure to maintain records as required by the BMP program for any FSE or FM/P, or failing or refusing to timely comply with any request for records required to be provided to the Public Works Director, a fine per the City's Fee Schedule until such records are provided;
3. For failure to pass the FOG inspection due to lack of or ineffective FOG equipment the Public Works Director may:
 - a. Require the subject FSE or FM/P to install additional FOG equipment as necessary to resolve the problem;
 - b. Change the sewer rate class of the FSE or FM/P to reflect the presence of the excessive FOG contribution by the FSE or FM/P. (~~Ord. 1552, 6-4-2018~~)

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

Passed by the City Council of the City of Roseville this ____ day of _____ 2024.

Ordinance – Title of Ordinance –

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE SUMMARY NO. ____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
AMENDMENT TO TITLE 10, SECTION 802.15 OF THE
ROSEVILLE CITY CODE IN ORDER TO UPDATE AND CLARIFY
REQUIREMENTS**

SECTION 1: The City Council of the City of Roseville, on _____, 2024, adopted Ordinance No. _____. Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps.

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

SECTION 2: The following is the official summary of Ordinance No. _____ entitled "AMENDING TITLE 8, SECTION 802.15 OF THE ROSEVILLE CITY CODE TO UPDATE AND CLARIFY REQUIREMENTS RELATED TO THE DISCHARGE OF FAT, OIL, AND GREASE" which was approved by the City Council of Roseville on _____, 2024 and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On _____, 2024, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 8, Section 802.15 of the Roseville City Code in order to update and clarify regulations for the discharge of fat, oils, and grease.

SECTION 3: A printed copy of the full ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted on the Internet web page of the City of Roseville (www.cityofroseville.com).

ATTEST:

Patrick Trudgeon, City Manager

Excerpt from
**Roseville Public Works, Environment
 and Transportation Commission
 Meeting Minutes**

Tuesday, January 23, 2024, at 6:30 p.m.
 City Council Chambers, 2660 Civic Center Drive
 Roseville, Minnesota 55113

1. Introduction / Roll Call

Chair Ficek called the meeting to order at approximately 6:30 p.m. and at his request, Public Works Director Jesse Freihammer called the roll.

Present: Chair Bryant Ficek; Vice Chair Des Mueller; and Members Jarrod Cicha, Daniel Fergus, Edwin Hodder, Allison Luongo, and Sarah Rudolf

Absent: None.

Staff Present: Public Works Director Jesse Freihammer; and Assistant Public Works Director/City Engineer Jennifer Lowry

6. Public Works Code Updates

Public Works Director Jesse Freihammer explained City staff has been reviewing ordinances and has a variety of public works related updates. He asked for discussion and feedback to give to the City Council.

Fats Oils Grease (FOG) 802.15

Ms. Lowry reviewed the Fats Oils Grease (FOG) Ordinance with the Commission.

Member Luongo asked if there are fines if there is a certain amount of suspended solids if found in an inspection.

Ms. Lowry explained there are only two fines; she thought one was one hundred dollars and the other was one thousand dollars per instance in the fee schedule and these are not based on the amount. However, if there is a backup in the City's system and the City does the repairs or cleans up the spill then the City charges the business for that work. The is a part of the language that will get added to the version going to the City Council.

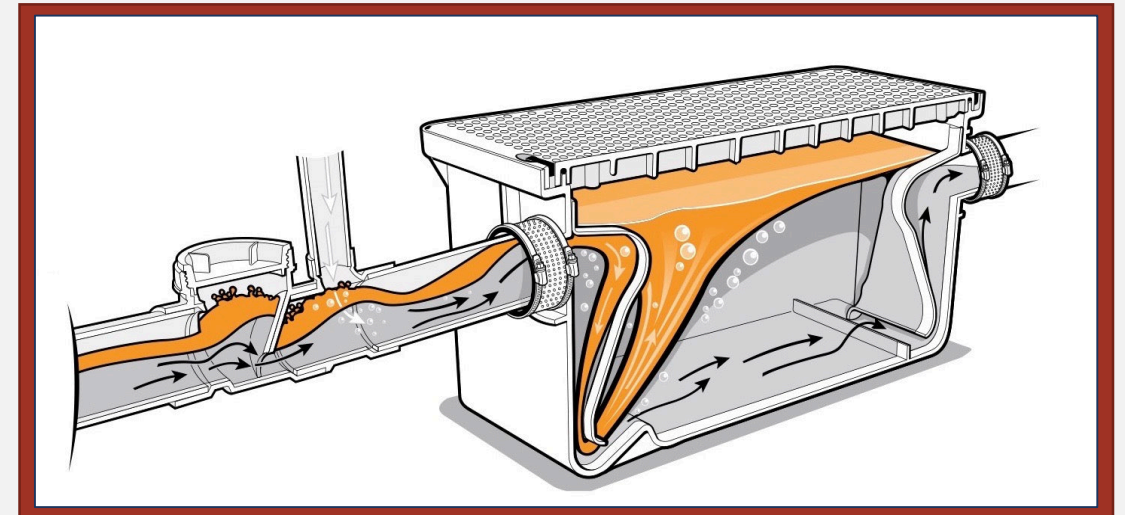
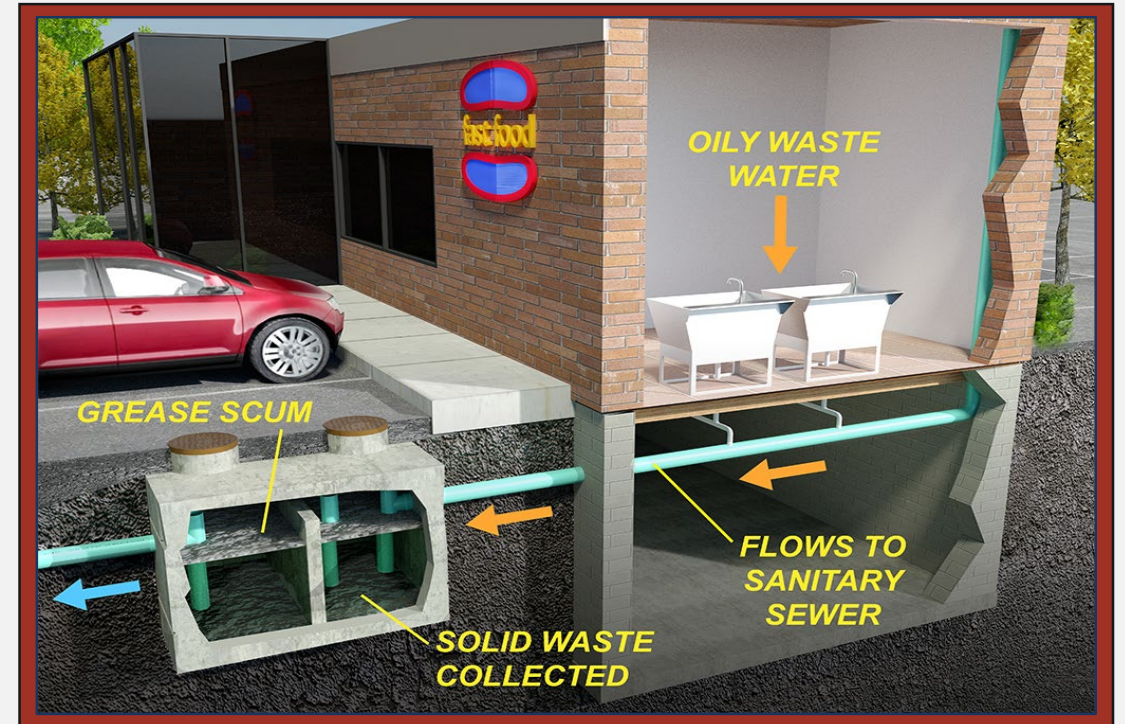
The Commission concurred with the proposed changes made by staff.

FOG

802.15: Fats Oils Grease

Updates

- Modify some of the technical sizing requirements.
- Consider triggers to require grease interceptor or grease trap installation versus waiving requirement
- Consider possible future change in ownership or change in amount of grease production
- Delegate responsibility for cost of repairs to owner


[SOURCE](#)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

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	\$1,770,170.69
108789-108900	\$1,041,674.64
Total	\$2,811,845.33

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.

31

32

Prepared by: Joshua Kent - Assistant Finance Director

Attachments: 1. Checks for Approval 02.26.2024

33

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 02/21/2024 - 10:34AM
 Date Range: 02/07/2024 - 02/20/2024
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	Alerus Financial NA - Non Bank	Benefit Reimbursements - FSA and De	02/14/2024	6,595.04
0	David R. Cantu-Non Bank	Benefit Reimbursements	02/14/2024	18,764.48
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	84,082.04
Total for Department: 00 General Function				109,441.56
Department: 01 General Government				
0	Adam's Pest Control Inc	Prevention Plus	02/14/2024	148.19
0	American Mailing Machines-Non Bank	Postage	02/14/2024	3,000.00
0	Electro Watchman, Inc.	Labor and Materials - Pub Works Doo	02/14/2024	414.18
0	Erickson, Bell, Beckman & Quinn P.A.	Prosecution Prof Services through Jan	02/14/2024	14,801.00
0	Fikes, Inc.	Restroom Supplies	02/07/2024	297.12
0	Fikes, Inc.	Restroom Supplies	02/14/2024	917.29
0	Greenhaven Printing	Envelopes	02/14/2024	658.73
0	Joshua Kent	Reimbursement for HDMI cables for c	02/07/2024	17.88
0	McGough Property Management, LLC	Facility Management Jan 24 Expenses	02/14/2024	2,623.73
0	TimeSaver Off Site Secretarial, Inc.	City Meetings - January	02/14/2024	784.13
0	US Bank-Non Bank	December 2023 Terminal Charges	02/14/2024	26.64
0	Xcel Energy	Xcel Billings Feb	02/14/2024	7,238.85
0	Yale Mechanical	City Hall Boiler Repairs	02/14/2024	864.25
108793	Namit Bhalla	Stipend for participating in interviews	02/07/2024	150.00
108805	HealthSource Solutions, LLC	Flu Shots: Rejected by Insurance	02/07/2024	35.00
108806	Huebsch, Inc.	Floor Mats	02/07/2024	1,072.45
108812	MAMA-Metropolitan Area Managemen	Jan 25 Luncheon - Patrick Trudgeon	02/07/2024	25.00
108837	Abdo LLP	2023 MN Local Govt Pay Equity Rep	02/14/2024	2,800.00
108838	Alerus Financial NA	COBRA Monthly Fee	02/14/2024	290.00
108855	Davis Lock & Safe Inc	Cut Blank keys	02/14/2024	15.00
108858	Dell Marketing, L.P.	OptiPlex Micro - Reception Desk	02/14/2024	808.85
108868	Linn Building Maintenance	PD Carpet cleaning	02/14/2024	8,177.70
108873	Metropolitan Courier Corp.	Services for January	02/14/2024	791.39
108874	National Awards & Fine Gifts	Name tags	02/14/2024	12.00
108875	NFP Insurance Services, Inc.	Bswift Fee, ACA Renewal Fee, EDI P	02/14/2024	3,450.40
108887	Redpath and Company LLC	Progress billing on 2023 audit, Out of	02/14/2024	10,151.20
108891	St. Paul Pioneer Press	Advertising	02/14/2024	241.80
108898	Vault Health	Alcohol test/drug screen, annual sub. f	02/14/2024	1,184.21
Total for Department: 01 General Government				60,996.99
Department: 02 Public Safety				
0	Ancom Technical Center	Batteries	02/14/2024	498.00
0	Car Wash Partners	January Washes	02/07/2024	78.00
0	Car Wash Partners	January Wash Services (less \$78 paym	02/14/2024	410.00
0	Century College	Fire Inspector 1 - David Doucot	02/14/2024	550.00
0	Fikes, Inc.	Restroom Supplies	02/07/2024	341.65
0	Greenhaven Printing	Business Cards	02/14/2024	90.00
0	License Center-Non Bank	Registration Fee for 2024 Subaru Outl	02/14/2024	5,224.78
0	Masa Consulting, Inc.	Jan 2024 Mental Health Consultation	02/14/2024	5,500.00
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	2,301.03
0	Ready Watt Electric, Inc.	Siren Repairs - 2878 Cleveland Ave	02/14/2024	990.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	US Bank-Non Bank	December 2023 Terminal Charges	02/14/2024	137.80
108803	Group Health Non-Patient A/R	Supplies - 4th qtr 2023	02/07/2024	341.40
108813	McKesson Medical-Surgical	Bag, Emesis	02/07/2024	32.42
108831	Verizon	Account 487223064-00001, Service 1	02/07/2024	40.01
108832	Viking Electric Supply, Inc.	Operating Supplies	02/07/2024	507.00
108839	All State Communications, Inc.	Labor & Material - Install two data cat	02/14/2024	1,045.00
108842	Aspen Mills Inc.	Clothing - N. Sjostrom	02/14/2024	453.80
108843	Axon Enterprise, Inc.	Basic License Bundle	02/14/2024	513.00
108844	Blue and Brown Backgrounds, LLC	Background Investigating Training - C	02/14/2024	300.00
108846	Caliber Collision	Repairs - 2020 Chevy Traverse	02/14/2024	6,258.71
108847	Capital City Firefighter's Association	2024 Membership Dues	02/14/2024	50.00
108851	Circle K Stores Inc.	January Washes	02/14/2024	78.00
108852	City Auto Glass	Windshield repair on Tahoe #2531	02/14/2024	80.00
108854	Como Park Animal Hospital	Euthanasia/Creamation	02/14/2024	1,007.00
108860	Flock Group, Inc	Flock Safety Falcon, Implementation I	02/14/2024	12,600.00
108864	IACA	Membership - Amanda Krinke	02/14/2024	25.00
108865	John Alan Roberto	PD Polar Plunge Shirts	02/14/2024	108.00
108866	Lakes Area Powersports, Inc	Turn Signal Kit for Polaris Ranger, Mi	02/14/2024	563.96
108867	LexisNexis Claims Solutions, Inc.	DORS Annual License Support Fee	02/14/2024	8,268.75
108868	Linn Building Maintenance	General Cleaning - Feb 2024	02/14/2024	568.56
108872	McKesson Medical-Surgical	Chargeback - Nalox Q1 St 64849036	02/14/2024	31.02
108878	Panasonic Connect North America Prof	Keyboard Assembly US Backlight	02/14/2024	360.70
108879	People Incorporated	Collocation of Mental Health Services	02/14/2024	25,000.00
108886	Ramsey County	911 Dispatch Services January 2024	02/14/2024	37,269.30
108893	Thomson Reuters	Online/Software Subscription Charges	02/14/2024	1,302.00
108897	University of Minnesota Veterinary Me	K9 - Cal, exam/vaccinations	02/14/2024	1,012.16
108899	Verizon	Acct #487223064-00004, 12/27/23 - 1	02/14/2024	1,080.27
Total for Department: 02 Public Safety				115,017.32

Department: 03 Public Works

0	Brian Belde	Union Purchase Reimbursement - Boo	02/07/2024	157.24
0	Certified Laboratories, Inc.	Vehicle Supplies - Aerosols	02/14/2024	1,106.96
0	Corporate Connection, Inc.	Clothing - S. Ricard	02/07/2024	35.57
0	Corporate Connection, Inc.	Clothing - S. Zweber	02/14/2024	1,967.26
0	Emergency Automotive Tech Inc	Lightbar - Amber LED-Dome-Perman	02/07/2024	306.01
0	ESRI, Inc.	ArcGIS single and concurrent use Ren	02/07/2024	1,901.90
0	Factory Motor Parts, Co.	Delvac 1300 15w40, C700 R130 (7)	02/07/2024	474.32
0	Factory Motor Parts, Co.	Water Pump	02/14/2024	372.32
0	Fastenal Company Inc.	Vehicle Supplies	02/14/2024	88.54
0	FleetPride	Vehicle Supplies	02/07/2024	1,231.44
0	FleetPride	Vehicle Maintenance	02/14/2024	763.86
0	Force America Distributing	Mt FM M12 Sensor Only No Cable FI	02/07/2024	505.41
0	Jolinda Stapleton	Mileage Reimbursement from 1/13/23	02/14/2024	12.45
0	License Center-Non Bank	2024 Renewal Fees for City of Rosevi	02/14/2024	595.00
0	Mansfield Oil Company of Gainesville,	CONV 87 OCT E-10	02/07/2024	9,503.49
0	McMaster-Carr	Prem Straight Blade Connector, Three	02/07/2024	60.11
0	McMaster-Carr	Duct Tape	02/14/2024	122.18
0	Metal Supermarkets	Hot Rolled Angle, Steel Square Tube	02/14/2024	211.05
0	Midway Ford Co.	Front End Align - 2019 Ford F550	02/14/2024	110.94
0	MN Dept of Revenue-Non Bank	December 2023 Fuel Tax	02/14/2024	229.71
0	Precise MRM, LLC	10 MB Flat Data Plan US with NAF	02/07/2024	744.00
0	Premium Waters Inc	Coffee Kcups	02/14/2024	69.97
0	Stephanie Smith	Mileage Reimbursement 1/31/24 CEA	02/14/2024	22.78
0	Stepp Mfg Co Inc	Gasket, Dump Valve Upgrade assy	02/07/2024	1,502.81
0	Xcel Energy	Xcel Billings Feb	02/14/2024	52.63
108790	Allstate Peterbilt of South St. Paul	Filters, etc	02/07/2024	288.04
108796	Cintas Corporation	Clothing	02/07/2024	175.40
108810	Liberty Tire Services, LLC	Tire removal/recycling	02/07/2024	437.19
108817	Plaisted Companies, Inc	Ice Control Sand	02/07/2024	1,824.61
108818	Precision Landscape & Tree,Inc	Storm Clean up	02/07/2024	600.00
108827	Suburban Tire Wholesale, Inc.	Tires	02/07/2024	1,934.00
108830	Transwest	Hose-Radiator	02/07/2024	860.69

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108840	Allstate Peterbilt of South St. Paul	Filters	02/14/2024	43.19
108849	CES Imaging	SSP Minimum	02/14/2024	40.00
108850	Cintas Corporation	Clothing	02/14/2024	42.70
108861	Frontier Precision, Inc.	Paint/Mag Nails	02/14/2024	923.74
108869	Little Falls Machine, Inc	Vehicle Supplies	02/14/2024	1,095.27
108874	National Awards & Fine Gifts	Name tags	02/14/2024	41.15
108883	Q3 Contracting, Inc.	Road Signs/Cones	02/14/2024	137.90
108888	Roadkill Animal Control	Roadkill Services Jan 2024	02/14/2024	258.00
108894	Tri State Bobcat, Inc	Filters	02/14/2024	226.19
Total for Department: 03 Public Works				31,076.02
Total for Fund:100 General Fund				316,531.89

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	512.22
0	Short Elliott Hendrickson, Inc.	RSVL Civic Center, Sprint Decom	02/07/2024	1,350.00
0	Short Elliott Hendrickson, Inc.	Roseville Fairview Tower T-Mobile	02/14/2024	8,855.85
Total for Department: 00 General Function				10,718.07
Department: 03 Public Works				
0	SRF Consulting Group, Inc.	Snelling/Cty B Pedestrian Study Servi	02/14/2024	7,121.93
Total for Department: 03 Public Works				7,121.93
Total for Fund:103 Contracted Engineering Svcs				17,840.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	2,347.95
Total for Department: 00 General Function				2,347.95
Department: 01 General Government				
0	North Suburban Access Corp.	2024-Jan Monthly Municipal Meeting	02/14/2024	11,668.57
108853	CivicPlus LLC	Annual Renewal Fees	02/14/2024	20,025.68
108876	North Suburban Comm Commission	Q4 2023 City Contribution to the NSC	02/14/2024	48,718.83
108877	Nystrom Publishing Co, Inc.	November-December 2023 City News	02/14/2024	21,011.89
108882	Postmaster-Mailing Requirements	For Deposit to PI 2437, Jan/Feb News	02/14/2024	4,224.71
Total for Department: 01 General Government				105,649.68
Total for Fund:110 Telecommunications				107,997.63

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	11,963.43
0	MN Dept of Revenue-Non Bank	December 2023 Sales Tax and Use	02/14/2024	11,602.68
Total for Department: 00 General Function				23,566.11
Department: 04 Recreation				
0	Chris Sonterre	Union Purchase Reimbursement	02/14/2024	99.98
0	Corporate Connection, Inc.	Clothing - T. Driesen	02/14/2024	370.76
0	ESRI, Inc.	ArcGIS single and concurrent use Ren	02/07/2024	361.75
0	Greenhaven Printing	Business Cards	02/14/2024	135.00
0	License Center-Non Bank	2024 Renewal Fees for City of Rosevi	02/14/2024	340.00
0	Metro Volleyball Officials	Winter volleyball weeks 1-3	02/07/2024	4,998.00
0	R & R Specialties of Wisconsin, Inc	Water Kanaflex	02/07/2024	52.23
0	Xcel Energy	Xcel Billings Feb	02/14/2024	432.79
108799	Davis Lock & Safe Inc	Keys	02/07/2024	32.97
108807	Ice Sports Industry-ISI	Skater registrations	02/07/2024	141.00
108808	Kaiser Manufacturing, Inc.	Pad Repair	02/07/2024	3,099.85
108819	William Pringle	Broomball Official - 12 games	02/07/2024	384.00
108823	Roseville Area Schools Community Ed	CP Custodial Staffing - 4-8pm Sunday	02/07/2024	240.00
108824	The Sherwin-Williams Company	Paint	02/07/2024	77.00
108828	Swank Motion Pictures, Inc.	Roll-in-movies 2024	02/07/2024	1,470.00
108829	TradeTools, Inc.	Operating Supplies	02/07/2024	342.77
108868	Linn Building Maintenance	General Cleaning - Feb 2024	02/14/2024	4,433.12
108874	National Awards & Fine Gifts	Name tags	02/14/2024	131.89
108880	Doug Peterson	Broomball Refund, 6 of 7 games playe	02/14/2024	40.00
108882	Postmaster-Mailing Requirements	Permit #2437, Reimbursement to usps	02/14/2024	5,921.41
Total for Department: 04 Recreation				23,104.52
Total for Fund:200 Recreation Fund				46,670.63

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	6,832.81
Total for Department: 00 General Function				6,832.81
Department: 04 Recreation				
0	Corporate Connection, Inc.	Clothing - O. Larson	02/14/2024	1,714.72
0	Cushman Motor Co Inc	Skid Shoe	02/07/2024	690.39
108818	Precision Landscape & Tree,Inc	Tree Removal	02/07/2024	3,060.00
108831	Verizon	Account 487223064-00001, Service 12	02/07/2024	391.15
108868	Linn Building Maintenance	General Cleaning - Feb 2024	02/14/2024	561.35
Total for Department: 04 Recreation				6,417.61
Total for Fund:204 P & R Contract Maintenance				13,250.42

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	6,721.04
108792	Benson-Orth General Contractors	Construction Deposit Refund, 1701 W	02/07/2024	5,000.00
Total for Department: 00 General Function				11,721.04
Department: 02 Public Safety				
0	Greenhaven Printing	Business Cards	02/14/2024	90.00
0	License Center-Non Bank	Registration Fee for 2023 Ford F150	02/14/2024	3,039.88
0	Stephen Togle Inspections, Inc.	January 2024 Electrical Inspections	02/14/2024	7,365.40
0	US Bank-Non Bank	December 2023 Terminal Charges	02/14/2024	3,316.48
108794	Mike Bunnell	Plan Review of Ramsey Cty Environr	02/07/2024	5,145.00
108831	Verizon	Account 487223064-00001, Service 1	02/07/2024	52.01
108858	Dell Marketing, L.P.	Monitor - D. Englund	02/14/2024	147.19
108874	National Awards & Fine Gifts	Name tags	02/14/2024	24.00
Total for Department: 02 Public Safety				19,179.96
Department: 10 Community Development				
0	ESRI, Inc.	ArcGIS single and concurrent use Ren	02/07/2024	517.35
108891	St. Paul Pioneer Press	Advertising	02/14/2024	34.84
Total for Department: 10 Community Development				552.19
Total for Fund:260 Community Development				31,453.19

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	12,112.28
0	MN Dept of Revenue-Non Bank	December 2023 Sales Tax and Use	02/14/2024	1,786.54
Total for Department: 00 General Function				13,898.82
Department: 01 General Government				
0	Fikes, Inc.	Restroom Supplies	02/07/2024	74.28
0	Fikes, Inc.	Restroom Supplies	02/14/2024	229.33
0	Mary Dracy	Mileage Reimbursement 1/2/24 - 2/8/2	02/14/2024	313.56
0	Steven Bickel	Mileage Reimbursement 1/3/24 - 2/2/2	02/14/2024	101.84
0	Xcel Energy	Xcel Billings Feb	02/14/2024	508.96
108795	CenturyLink	Account No: 651 766-4609 291	02/07/2024	51.19
108806	Huebsch, Inc.	Floor Mats	02/07/2024	609.32
108825	Shred-N-Go, Inc.	Shredding Services through 1/31/24	02/07/2024	131.89
108857	Definitive Technology Solutions, Inc.	Waste Toner	02/14/2024	107.00
108859	Distinctive Window Cleaning Company	License Center Window Cleaning	02/14/2024	46.00
108868	Linn Building Maintenance	General Cleaning - Feb 2024	02/14/2024	1,421.40
Total for Department: 01 General Government				3,594.77
Total for Fund:265 License Center				17,493.59

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	63.31
Total for Department: 00 General Function				63.31
Total for Fund:270 Charitable Gambling				63.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 282				
Department: 25				
0	North Suburban Access Corp.	Par 365 Feature Business Interview	02/14/2024	730.26
Total for Department: 25				730.26
Total for Fund:282				730.26

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 00 General Function				
108814	MN Dept of Finance	Forfeited Narcotics Funds CN#230196	02/07/2024	170.00
108821	Ramsey County Attorney	Forfeited Narcotics Funds CN#230196	02/07/2024	340.00
Total for Department: 00 General Function				510.00
Total for Fund:290 Police Forfeiture Fund				510.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Grants				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	402.41
Total for Department: 00 General Function				402.41
Total for Fund:295 Police Grants				402.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
108843	Axon Enterprise, Inc.	Taser Battery Pack/Cartridge	02/14/2024	3,906.00
Total for Department: 02 Public Safety				3,906.00
Total for Fund:400 Police Vehicle Revolving				3,906.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
108789	All State Communications, Inc.	Cameras	02/07/2024	3,316.25
Total for Department: 02 Public Safety				3,316.25
Total for Fund:401 Fire Vehicles Revolving				3,316.25

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 403 Public Works Vehicle Revolving				
Department: 03 Public Works				
108894	Tri State Bobcat, Inc	Protection Plus for Bobcat for 60 mont	02/14/2024	22,291.31
Total for Department: 03 Public Works				22,291.31
Total for Fund:403 Public Works Vehicle Revolving				22,291.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
108856	Definitive Technology Solution, Inc.	Copier Rental	02/14/2024	2,790.60
108863	GreatAmerica Financial Services	Copier Rental	02/14/2024	332.00
Total for Department: 01 General Government				3,122.60
Total for Fund:409 Central Svcs Equip Revolving				3,122.60

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
108841	Alpha Video and Audio, Inc.	Programmable DSP	02/14/2024	7,768.95
108870	LPAV, LLC	Extron HDMI 230 TX/RX System	02/14/2024	82.00
108871	Master Technology Group	Ceiling Mic Additions - Labor and Ma	02/14/2024	1,050.00
108889	SOS Office Furniture	Counil Chambers Control Room	02/14/2024	1,027.30
Total for Department: 01 General Government				9,928.25
Total for Fund:410 Building Improvements				9,928.25

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 534 GO Bonds Series 2020A				
Department: 12 Debt Service				
0	Bond Trust Service Corp-Non Bank	2024 Principal & Interest on bonds 20:	02/14/2024	699,800.00
Total for Department: 12 Debt Service				699,800.00
Total for Fund:534 GO Bonds Series 2020A				699,800.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 590 Street Construction				
Department: 03 Public Works				
108820	Ramsey County	Shared cost to Bituminous Roadways :	02/07/2024	47,458.97
Total for Department: 03 Public Works				47,458.97
Total for Fund:590 Street Construction				47,458.97

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	Metropolitan Council	January 2024 SAC Report	02/07/2024	63,963.90
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	2,280.81
Total for Department: 00 General Function				66,244.71
Department: 05 Sanitary Sewer				
0	Bluefin Payment Systems-Non Bank	December 2023 UB Payments.com Ch	02/14/2024	14,844.62
0	Certified Laboratories, Inc.	Eyewear, gloves	02/07/2024	521.19
0	Corporate Connection, Inc.	Clothing - D. Schifsky	02/14/2024	558.94
0	Gopher State One Call	Total Billable Tickets: 114, Jan 2024	02/07/2024	67.97
0	InfoSend, Inc.	Aug 2023 Billings	02/07/2024	693.27
0	License Center-Non Bank	2024 Renewal Fees for City of Rosevi	02/14/2024	106.25
0	MacQueen Equipment	Repairs, Rear Pivot Connector	02/07/2024	1,857.33
0	Metropolitan Council	Waste Water Services	02/14/2024	292,802.56
108836	911 Restoration of Minneapolis	Sewer Backup Mitigation - 2731 Oxfo	02/14/2024	3,452.88
108845	Bolton & Menk, Inc.	Dale/Owasso Lift Station, Services 12	02/14/2024	4,928.50
108881	Pipe Services Inc	Sanitary Swewr TV Inspection, Oct 20	02/14/2024	82,481.54
108894	Tri State Bobcat, Inc	Protection Plus for Bobcat for 60 mont	02/14/2024	22,291.31
Total for Department: 05 Sanitary Sewer				424,606.36
Total for Fund:600 Sanitary Sewer				490,851.07

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	4,763.79
0	MN Dept of Revenue-Non Bank	December 2023 Sales Tax and Use	02/14/2024	5,683.51
108798	DAVE CURRY	Refund Check 020228-000, 946 GRA	02/07/2024	130.75
108800	TIMOTHY & JACQUELINE EASTER	Refund Check 025231-000, 2060 GIE	02/07/2024	337.85
108801	JOAN GLEASON TRUST	Refund Check 002903-000, 721 EME	02/07/2024	61.53
108802	DAVID GRIGAL	Refund Check 008895-000, 2522 STA	02/07/2024	85.82
108804	DORLEEN HAGERMAN	Refund Check 008989-000, 1127 SUN	02/07/2024	207.78
108809	BARBARA KLINE	Refund Check 009148-000, 573 TERI	02/07/2024	98.82
108822	JOHN & CYNTHIA RIDGE	Refund Check 002796-000, 1454 ELI	02/07/2024	104.80
108826	THOMAS STYRVOKY	Refund Check 007517-000, 1951 ROE	02/07/2024	58.12
108835	KEITH WIETECKI	Refund Check 003133-000, 2428 FAF	02/07/2024	124.43
108884	Rachel Contracting	Hydrant Meter Refund	02/14/2024	1,999.54
Total for Department: 00 General Function				13,656.74
Department: 06 Water Fund				
0	Bond Trust Service Corp-Non Bank	2024 Principal & Interest on bonds 20	02/14/2024	261,850.00
0	City of Roseville- Non Bank	Dec 31, 2023 Water bills due 1/31/24	02/14/2024	2,330.29
0	Corporate Connection, Inc.	Clothing - A. Rodriguez	02/14/2024	1,144.32
0	Ferguson Waterworks #2518	1-1/2 MACH10 USG 13 LL	02/14/2024	2,540.14
0	Gopher State One Call	Total Billable Tickets: 114, Jan 2024	02/07/2024	67.96
0	InfoSend, Inc.	Aug 2023 Billings	02/07/2024	693.25
0	License Center-Non Bank	2024 Renewal Fees for City of Rosevi	02/14/2024	212.50
0	MN Dept of Revenue-Non Bank	December 2023 Sales Tax and Use	02/14/2024	61.27
108791	Derek J. Anderson	Repairs, Labor, Supplies 2008 GMC	02/07/2024	2,154.68
108833	Water Conservation Service, Inc.	Leak Locates Jan 2024	02/07/2024	1,595.63
108834	Brad White	Annual Verification of Booster Station	02/07/2024	1,540.00
108848	Cemstone Products Co, Inc.	Operating Supplies	02/14/2024	1,395.50
108862	Gary Carlson Equipment, Corp.	Equipment Rental	02/14/2024	135.00
108884	Rachel Contracting	Hydrant Meter Refund	02/14/2024	-5.52
108885	Railroad Management Co. III, LLC	License Fees 5/16/24 - 5/15/25	02/14/2024	379.14
108892	St. Paul Regional Water Services	January 2024 Water, Acct 0709535	02/14/2024	482,677.60
108894	Tri State Bobcat, Inc	Protection Plus for Bobcat for 60 mont	02/14/2024	22,291.30
108896	Twin City Water Clinic, Inc.	January Distribution Samples	02/14/2024	680.00
108900	Viking Electric Supply, Inc.	Elec Tape, Coding Tape, Combo Balla	02/14/2024	344.25
Total for Department: 06 Water Fund				782,087.31
Total for Fund:610 Water Fund				795,744.05

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	1,145.24
0	MN Dept of Revenue-Non Bank	December 2023 Sales Tax and Use	02/14/2024	472.00
Total for Department: 00 General Function				1,617.24
Department: 07 Golf Course				
0	License Center-Non Bank	2024 Renewal Fees for City of Rosevi	02/14/2024	21.25
108797	Comcast	Account # 8772 10 529 0625066, Serv	02/07/2024	170.72
Total for Department: 07 Golf Course				191.97
Total for Fund:620 Golf Course				1,809.21

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	2,533.40
Total for Department: 00 General Function				2,533.40
Department: 08 Storm Water				
0	Bituminous Roadways Inc	Contract Number: 23-10, Pay Request	02/14/2024	15,459.97
0	Corporate Connection, Inc.	Clothing - M. Kroeger	02/14/2024	990.54
0	Gopher State One Call	Total Billable Tickets: 114, Jan 2024	02/07/2024	67.97
0	InfoSend, Inc.	Aug 2023 Billings	02/07/2024	693.25
0	License Center-Non Bank	2024 Renewal Fees for City of Rosevi	02/14/2024	170.00
0	TimeSaver Off Site Secretarial, Inc.	City Meetings - January	02/14/2024	285.50
0	WSB & Associates, Inc.	Twin Lakes Trail, Services for the Mo	02/14/2024	11,060.50
108881	Pipe Services Inc	TV Inspection Storm, Oct 2023	02/14/2024	20,245.98
108885	Railroad Management Co. III, LLC	License Fees 5/16/24 - 5/15/25	02/14/2024	379.14
108886	Ramsey County	1/3 shared operating cost of Larpenteu	02/14/2024	1,868.10
108894	Tri State Bobcat, Inc	T76 T4 Bobcat Compact Track Loader	02/14/2024	22,291.31
Total for Department: 08 Storm Water				73,512.26
Total for Fund:640 Storm Drainage				76,045.66

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Environmental				
Department: 09 Recycle				
0	Eureka Recycling	Monthly Recycling Charge	02/07/2024	72,394.91
Total for Department: 09 Recycle				72,394.91
Total for Fund:650 Environmental				72,394.91

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 700 Workers Compensation				
Department: 00 General Function				
0	SFM Risk Solutions	Police Claims	02/07/2024	6,107.00
Total for Department: 00 General Function				6,107.00
Total for Fund:700 Workers Compensation				6,107.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
0	Delta Dental Plan of Minnesota/DDMN	Dental Insurance Premium for January	02/07/2024	12,788.81
Total for Department: 00 General Function				12,788.81
Total for Fund:710 Risk Management				12,788.81

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 722 HRA Property Abatement Program				
Department: 00 General Function				
108815	Montgomery Brinkman, LLC	Service at 1397 Sandhurst Dr, 12/13/2.	02/07/2024	536.50
Total for Department: 00 General Function				536.50
Total for Fund:722 HRA Property Abatement Program				536.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Golden Shovel Agency	Economic Gateway & GateKeeper Ser	02/14/2024	1,050.00
0	Jeanne Kelsey	Mileage Reimbursement 1/29-2/9/24	02/14/2024	115.91
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for January	02/14/2024	693.83
108895	Twin Cities North Chamber of Comme	Membership Dues Mar 2024 - Feb 202	02/14/2024	525.00
Total for Department: 00				2,384.74
Total for Fund:725 EDA Operating Fund				2,384.74

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 727 SE Roseville				
Department: 00 General Function				
108890	St. Paul Area Chamber of Commerce	Rice and Larpenteur - January 2024 Se	02/14/2024	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: 2/26/2024

Item No.: 10.b.

Department Approval



City Manager Approval



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

Background

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

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

Policy Objectives

Required under City Code 103.05.

Racial Equity Impact Summary

Not applicable.

Budget Implications

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

Staff Recommendations

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

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.
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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

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General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Public Works (Storm & Sanitary)	Ess Brothers and Sons	Strucutre Repair (Catch Basins & Manholes)	(a)	\$ 475,000	\$ 74,250	2024 CIP
Public Works (Blvd. Landscape Maint.)	Sandstrom Land Management LLC	Streetscape Maintenance	(b)	\$ 83,000	\$ 45,000	2024 CIP
Fire Department	Municipal Emergency Services	PFAS Free Foam	(c)	\$ 27,135	\$ 27,135	2024 Budget
Administration	mySidewalk	Software Subscription Renewal - Community Data Points	(d)	\$ 69,590	\$ 12,630	2024 Budget

Key

- (a) Staff is requesting structure repair on various storm sewer catch basins, manholes and sanitary manholes, which will lessen the deterioration below grade in these structures. A portion of this expense would be covered by the Storm Sewer Replacement/Rehabilitation 2024 CIP Budget of \$400,000 and Sanitary Sewer Replacement/Rehabilitation 2024 CIP Budget of \$75,000. Ess Brothers and Sons will seal the ring area and joint sections in identified manholes and catch basins form inside of the structure using a urethane material. Ess Brothers and Sons was also the lowest quote received for the 75 structures to be repaired.
- (b) Public Works requesting approval for entering into a contract with Sandstrom Land Management LLC for mowing, weeding, and cleaning up debris of miscellaneous street right-of-ways. Utilizing this contract maintenance allows street maintenance to concentrate on other maintenance areas requiring attention.
- (c) Due to changes of the law at the state level the Fire Department is in need of purchasing PFAS free foam. This purchase was not originally budgeted for, however costs of this will be covered by the reimbursement and disposal process with a few fuel facility businesses in Roseville, and the remainder covered by Department of Public Safety dollars.
- (d) Administration is requesting approval to enter into a one-year subscription contract renewal with mySidewalk. The software provided by mySidewalk serves as a robust library that provides community data points form over 40 sources.



Memo

To: Michelle Pietrick, Finance Director
From: Steve Zweber, Public Works Superintendent-Streets
cc: Jesse Freihammer, Public Works Director
Date: February 9, 2024
Re: Storm Sewer Structure Repair

Staff is requesting approval for structure repair on various storm sewer catch basins, manholes and sanitary manholes. These repairs will lessen deterioration below grade in these structures.

Ess Brothers will seal the ring area and joint sections in identified manholes and catch basins from inside of the structure using a urethane material.

Quotes received were calculated for 75 structures:

Quotes Received

Ess Brothers and Sons	\$49,500.00 Storm Sewer \$24,750 Sanitary Total=\$74,250.00
Underground Utility Specialties	\$52,500.00 Storm Sewer \$24,250.00 Sanitary Sewer \$500.00 Mobilization Total=\$82,250.00
Ever last Rehab	\$50,400.00 Storm Sewer \$25,200.00 Sanitary Sewer Total=\$75,600.00

The low quote was Ess Brothers and Sons 2024 Storm Sewer structure repairs are funded through general storm sewer replacement/rehabilitation funds which has an overall budget of \$400,000.00

2024 Sanitary Sewer structure repairs are funded through general sanitary replacement I&I rehabilitation of \$75,000



Public Works Department

Memo

To: Michelle Pietrick, Finance Director
From: Steve Zweber, Public Works Superintendent-Streets
cc: Jesse Freihammer, Public Works Director
Date: 2/13/2024
Re: Contractual Landscape Maintenance

For the mowing, weeding and debris cleanup of miscellaneous street right-of-ways.

Utilizing contract maintenance allows street maintenance to concentrate on other maintenance areas requiring attention.

2024 Public Works Boulevard Landscape Maintenance has \$83,000. budgeted for miscellaneous street right-of-way maintenance. The quote is for one year with the option to extend the contract up to three years.

Quotes:

Sandstrom Land Management \$45,000.

Twin City Lawncare & Landscape \$52,101.10

Alex's Lawn& Turf no bid

Request

Approve the 2024 Landscape Maintenance Contract to Sandstrom Land Management for \$45,000.

REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 10.c.

Department Approval

City Manager Approval



Item Description: Approve Renewal of Consumption and Display Permit for Hidden Puzzle Rooms LLC dba Hidden MN

1
2 **Background**

3 The City has received an application for the renewal of a Consumption and Display Permit from the
4 following:

5 - Hidden Puzzle Rooms LLC dba Hidden MN located at 1975 Oakcrest Ave, Suite 1

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

8
9 **Policy Objectives**

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

12
13 **Racial Equity Impact Summary**

14 NA

15
16 **Budget Implications**

17 NA

18
19 **Staff Recommendations**

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

22
23 **Requested Council Action**

24 Motion to approve Hidden Puzzle Rooms LLC dba Hidden MN's request for the renewal of a
25 Consumption and Display Permit.

26
27 **Prepared by:** Katie Bruno, Deputy City Clerk

Attachments: 1. Application, Hidden MN



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: 76300

License Code: CDPBL

Business Phone: 651-478-4112

Hidden Puzzle Rooms LLC

DBA: Hidden MN

1975 Oakcrest Ave Suite 1

Roseville, MN 55113

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

State Farm 93-EF-R197-3 09/28/23 - 09/28/24
Worker's Comp. Ins. Name Policy No. Policy Period
Roseville, Ramsey County
City/County where permit approved
Hidden Puzzle Rooms LLC dba Hidden MN
Licensee Name 1975 Oakcrest Ave, Suite 1, Roseville, MN 55113
Address, City, State, Zip 651-478-4112 Trish@HiddenMN.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:

Trish Wallock

2/5/2024

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: 2/26/2024

Item No.: 10.d.

Department Approval



City Manager Approval



Item Description: Award Contract for Operation of a Clean Up Day

Background

Roseville reinstituted a Clean Up Day in 2003 after a decade hiatus. The service has since been well received with good participation. There have been between 306 and 567 vehicles visiting the site in each of the 20 years of the Clean Up Day. Residents have disposed of on average 32 tons of garbage and recycled more than 10 tons of appliances, electronics, and tires each year.

The contract for operation of the City's Clean Up Day expired in December of 2023 and staff issued a Request for Quotes (RFQ) for 2024-2026 to several waste management companies. One proposal was submitted. Lightning Disposal meets the service specifications of the proposal. Lightning Disposal was the contractor for the last 12 years. Staff has been very satisfied with their performance over that time. The City Attorney has reviewed the attached agreement (Attachment 3).

Policy Objectives

Roseville's commitment to environmental protection and resilience is reflected in the City's Comprehensive Plan, and includes waste reduction and increasing opportunities to recycle materials.

Racial Equity Impact Summary

There should be no equity impacts associated with this request. The Clean Up Day event provides an opportunity to dispose of materials at a discounted rate and provides another disposal option to residents instead of only curbside collection.

Budget Implications

Users pay two-thirds of the disposal costs for their items – the City pays the other third. Since 2015, Roseville has paid between \$3,600 and \$10,000 annually for operation of the Clean Up Day event. This project will be funded by the Solid Waste & Recycling fund.

Staff Recommendations

Staff recommends Council award the 2024-2026 Clean Up Day Contract to Lightning Disposal, Inc.

34
35 **Requested Council Action**

36 Staff requests that the City Council award the 2024-2026 Clean Up Day Contract to
37 Lightning Disposal, Inc.
38

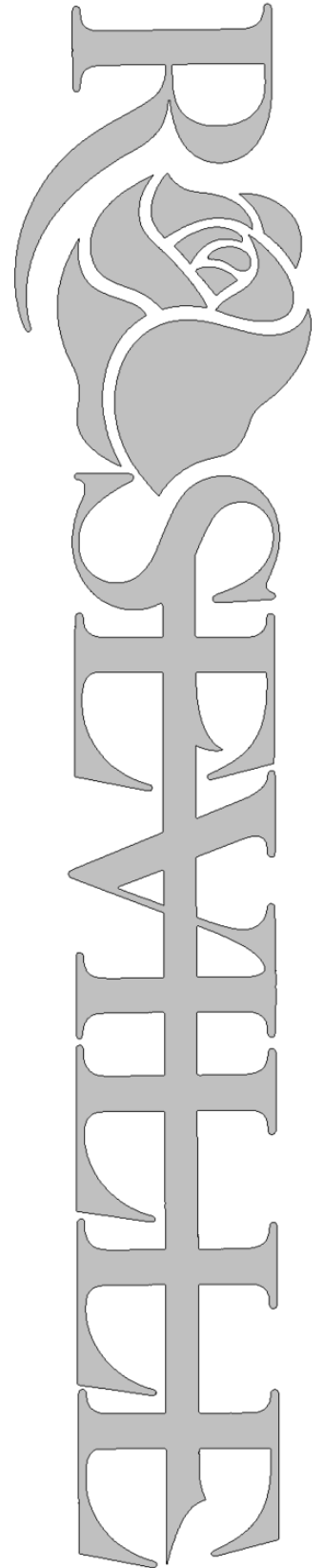
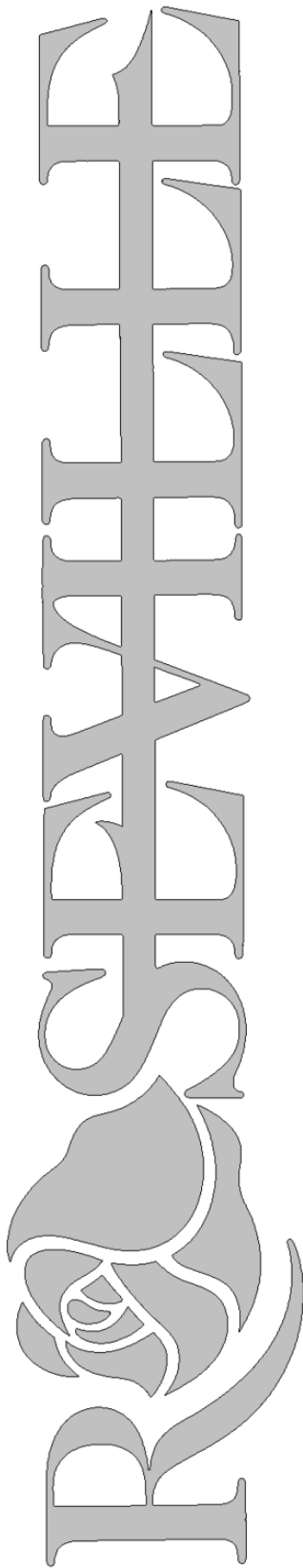
39 **Prepared by:** Ryan Johnson, Environmental Manager

- Attachments:**
- 1. Clean Up Day Request for Quote (RFQ)
 - 2. 2024-2026 Pricing
 - 3. Agreement

40

**PUBLIC WORKS
ENGINEERING DEPARTMENT**

SPECIFICATIONS
2024-2026 Clean Up Day



2660 Civic Center Drive, Roseville, MN 55113-1899
phone (651) 792-7004 fax (651) 792-7040

City of Roseville SPECIFICATIONS

2024-2026 Clean Up Day

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
2660 Civic Center Drive
Roseville, MN 55113
651-792-7004

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SPECIFICATIONS FOR OPERATION OF A CLEAN UP DAY FOR THE CITY OF ROSEVILLE, MINNESOTA

Disclaimer

The specifications do not constitute a contract. The City and the approved Contractor shall execute a formal contract upon award.

1. INTRODUCTION

These specifications define the requirements of operating a Clean Up Day for the City of Roseville. A Clean Up Day being defined as a City-initiated event where residents may dispose of unwanted materials from their homes and yards while maximizing reuse and recycling for as many materials as possible.

The City seeks to enter into a three-year contract with a company that has the resources and ability to provide Clean Up Day service for the City.

It is the intent of the City of Roseville to accept and evaluate quotes for Clean Up Day services including collection of material delivered by residents, separation of material into appropriate shipping containers, and delivery of that material to approved recycling or disposal facilities. The goals of the City are to maximize the efficient collection of material, maximize the reuse and recycling for as many materials as possible, and to achieve the most cost-effective solution.

The City encourages Contractors to submit their best quote possible. The requirements within the specifications may be altered by the City.

The Clean Up Day will be held at the Dale Street Soccer Fields parking lot 2555 N. Dale Street in Roseville unless the City of Roseville designates a different sight. A general layout is provided as Exhibit A.

The Clean Up Day will be held on the fourth Saturday in April each year of the contract (April 27, 2024, April 26, 2025, and April 25, 2026).

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
Quote Issued	January 18, 2024
Questions Regarding RFP to be Submitted	February 2 by 4:00 p.m.
Notification of Intent Submitted	February 2 by 4:00 p.m.
Quotes Due	February 16 by 11:30 a.m.
Council Meeting to Award Contract	February 26, 2024

- 2.01.** Contractors are encouraged to contact the Engineering Department at 651-792-7004 or engineering@Cityofroseville.com, or contact provided on the RFQ cover sheet, with questions.
- 2.02.** All quotes must be emailed to the Engineering Department at engineering@Cityofroseville.com, or the contact provided on the RFQ cover sheet, no later than 11:30 a.m. (CST) February 16, 2024, to be considered eligible, unless otherwise approved by City staff. See Section 7 for details on how to submit a proposal.

3. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

3.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive Clean Up Day services as described in the Proposal.

3.02. Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and meet all applicable federal, state, and local laws, rules, regulations, standards, and industry best practices.

All vehicles must be clearly identified on both sides with Contractor's name and telephone number or website address.

3.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement including, but not limited to, a portable toilet, collection area signs and directional signs. The Contractor will provide an Event Supervisor to oversee the crews servicing the Clean Up Day. The Event Supervisor will coordinate service with the City's representative.

Contractor's personnel will be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the workplace and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.

- c) Be clean and presentable in appearance, as far as possible.
- d) Drive in a safe and considerate manner.
- e) Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- f) Avoid damage to property.
- g) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- h) COVID-19 (Coronavirus)
Contractors are required to follow safety and social distancing recommendations from the CDC and Minnesota Department of Health to slow the spread of COVID-19.

3.04. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations begin no later than 8:00 a.m. and are completed by 1:00 p.m. on the scheduled collection day. City and Contractor may extend the collection hours by mutual written agreement.

3.05 Materials Accepted

Contractor shall arrange to collect and deliver to approved recycling or disposal facilities the following types of materials:

- Appliances (microwaves, washers, water heaters, etc.)
- Appliances with Freon (dehumidifiers, refrigerators, etc.)
- Automotive Batteries
- Bikes (coordinated by City)
- Box Springs (coordinated by City)
- Carpet/Textiles (coordinated by City)
- Concrete
- Construction and Demolition Debris (C&D)
- Couches
- Electronics (coordinated by City)
- Hide-a-beds
- Mattresses (coordinated by City)
- Municipal Solid Waste (MSW)
- Scrap Metal
- Small Engines (lawn mower, snow blowers, etc.)

- Stuffed Chairs
- Tires (car – both on and off the rim)

Additional materials may be added by mutual written agreement between the City and the Contractor. Examples may include tractor tires and railroad ties. Additional materials should be identified on the completed Attachment A.

3.06 Unacceptable Materials

The Contractor shall not collect household hazardous waste, explosives or other material requiring special handling.

Residents arriving with unacceptable material will be directed by Contractor's staff at the gate to appropriate disposal facilities for these items.

If unacceptable material makes it past screening at the gate, the unacceptable material shall be segregated from other materials, stored, and delivered to an appropriate disposal facility by the Contractor.

3.07 Collection Location

The Clean Up Day will be held at the Dale Street Soccer Fields parking lot 2555 N. Dale Street in Roseville unless the City of Roseville and Contractor mutually agree on a different sight.

The Contractor may begin staging collection equipment after 2:00 p.m. Friday afternoon immediately preceding the Clean Up Day. However, the City will not be liable for any damage that may occur to the equipment left overnight at the site. All collection equipment shall be removed by 5:00 p.m. on the Clean Up Day.

3.08. Cleanup Responsibilities

The Contractor shall adequately clean up any materials spilled, leaked or blown during the course of collection and/or hauling operations and return the area to the state that existed prior to set up.

3.09. Severe Weather

Collections may be postponed due to severe weather at the sole discretion of the City. "Severe Weather" shall include, but not be limited to, those cases where the temperature at 6:00 a.m. is –20 degrees F or colder. The Contractor will be responsible for notifying the residents by radio and/or television announcements. The City will be responsible for notifying the residents by municipal cable TV and messages through the City's email notification system. Upon postponement, the City shall select an alternate date for the Clean Up Day.

3.10. Weighing of Loads

Contractor will keep accurate records regarding the date and time of delivery of material to the Resource Recovery Facility or other designated facility, and the weight or number of items delivered to the facility. The information shall be maintained on file by the Contractor for at least three years from the date of the Clean Up Day in the event of an audit by the City or County.

3.11. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$25,000 or equal (“*equal*” may include a Letter of Credit from a banking institute approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

3.12. SubContractor

Subcontracting is allowed as needed, but all such Contractor-subContractor relationships must be explicitly described in each proposal scenario. The Contractor shall not enter into subcontracts for any of the services provided for under the executed contract for the services specified herein, without the express written consent of the City.

3.13. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a Contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- b) No proposal can be withdrawn before 60 days after the date for submission of proposals.
- c) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

4. ANNUAL REPORTING, PLANNING & PROMOTIONAL ACTIVITIES

4.01. Annual Materials Reports

The Contractor will submit to the City annual reports dealing with the City's Clean Up Day program. At a minimum, the Contractor shall include in each report the following information:

- The total number of vehicles that delivered material.
- The total number of items collected under each category of materials that are tracked by item such as appliances.
- The total weight of items collected that are tracked by weight such as MSW.

Reports for the spring Clean Up Day shall be due by June 30. The Contractor shall include in its annual report recommendations for continuous improvement in the City's Clean Up Day program.

Copies of annual reports generated by the Contractor shall be submitted upon request.

4.03 Annual Planning Meeting

The Contractor and the City's representative shall meet at least annually to review operation of the Clean Up Day.

5. MATERIALS DISPOSITION

5.01 Disposal Facilities Must Be Specified

The Contractor and the City shall work to maximize recycling of the material collected. The Contractor shall assure that all materials collected at the Clean Up Day that cannot be recycled are disposed of in accordance with all applicable state and federal regulations. All facilities and parties handling the waste material must be licensed, permitted or otherwise approved by the appropriate regulatory authority.

Items deemed to be Municipal Solid Waste (MSW) shall be taken to the Resource Recovery Facility in Newport, Minnesota.

Contractor shall complete Attachment B - a list of disposal facilities for all the items collected specified in 3.05 and on Attachment A.

The City retains the right to reject a Contractor's proposed disposal facility and designate an alternate disposal facility.

6. PAYMENT AND DAMAGES

6.01. Term of Contract

Term means March 1, 2024 through December 31, 2026. The Clean Up Day will be held the fourth Saturday in April each year of the contract (April 27, 2024, April 26, 2025 and April 25, 2026).

6.02. Compensation for Services

The City agrees to pay the Contractor for operating a Clean Up Day provided to the City as described in this proposal, and made part of an executed contract.

6.03 Resident Payment

The City will subsidize one-third of the disposal costs for items listed in 3.05 and on Attachment A. Residents that utilize the Clean Up Day shall be responsible for payment of the remaining two-thirds of the disposal cost. The Contractor will include in its response to this quote a description of how it will collect information from residents, charge them and submit documentation for reimbursement. Contractor will include a copy of sample forms with its response.

6.04. Method of Payment

The Contractor shall submit itemized bills for material collected and services provided. Bills submitted shall be paid in the same manner as other claims made to the City. Payment to the Contractor will not be released unless the required annual report has been filed with the City and approved by City staff.

6.05 Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

- a) **Failure to clean up before the end of the Clean Up Day material spilled by Contractor as determined by City staff.**

\$500 each incident
- b) **Failure to segregate from other materials, store and deliver to an appropriate disposal facility material dropped off at the Clean Up Day.**

\$500 each incident

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. If the amount of any damages exceeds the payment due the Contractor, the City shall bill the Contractor for the additional amount. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

6.06. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

7. SUBMITTING QUOTES

7.01 Quotes May Be Rejected in Whole or Part

The City of Roseville reserves the right to:

- Reject any or all quotes;
- Negotiate modifications of quotes submitted;
- Accept part or all of the quotes on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the Contractor into a contract of lesser or greater expense than described in the specifications or the respondent's reply.

7.02. Quotes to Become Part of Final Contract

The successful quote, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations. If any provision of the contract, RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

7.04. How to Submit Proposals

Quotes shall be emailed to the Engineering Department (engineering@Cityofroseville.com) or contact provided on the RFQ cover sheet, no later than 11:30 a.m. (CST) February 16, 2021, unless otherwise approved by City staff.

Quotes will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

7.05. Quote Content

All proposals must complete the listed items below:

- Price Chart for items identified by the City (Appendix A). Include any additional items the company will accept beyond the minimum identified by the City.
- List of Recycling/Disposal Facilities (Appendix B). Include any additional markets the company has identified to recycle material collected.
- Upon Request: List of References - other municipal clients in the Twin Cities metro region receiving similar services including contact name, phone number and email.
- Upon Request: List of Principal Officers' names, addresses and contact information (telephone and e-mail)
- Upon Request: Written narrative providing clarification of operation of Clean Up Day

7.06. Evaluation Criteria

Quotes will be reviewed based on price and how well the proposal meets base specifications. References and value-added information beyond the base specifications may be requested by the City to determine a qualified Contractor.

Evaluation Criteria and Weighting	
Category	Weight
Price	50%
How Well Proposal Meets RFP Base Specifications	30%
Past Performance References Survey (upon request)	10%
Value Added Beyond RFP Base Specifications (upon request)	10%
Total	100%

ATTACHMENT A - Clean Up Day Pricing

Contractor will charge the following prices for collection and disposal of designated items at the City of Roseville Clean Up Day.

Car Load	
Pickup Load	
Minivan/SUV Load	
Trailer Load (4' x 4' x 8')	
Appliances (Any Size)	
Appliances (with Freon)	
Automotive Batteries	
Couches	
Hide-a-beds	
Scrap Metal	
Small Engines	
Stuffed Chairs	
Tires (car)	
Tires (oversized)	
Tires w/rim (car)	
*Bikes (City to coordinate)	
*Box Springs (City to coordinate)	
*Carpet/Textiles (City to coordinate)	
*Electronics (City to coordinate)	
*Mattresses (City to coordinate)	
Other (Specify)	
Other (Specify)	
Other (Specify)	

*Provide a cost to administer the collection. The City will be responsible for hiring a sub Contractor to recycle this material separately from the Clean Up Day Agreement.

Attach Additional Sheets as necessary.

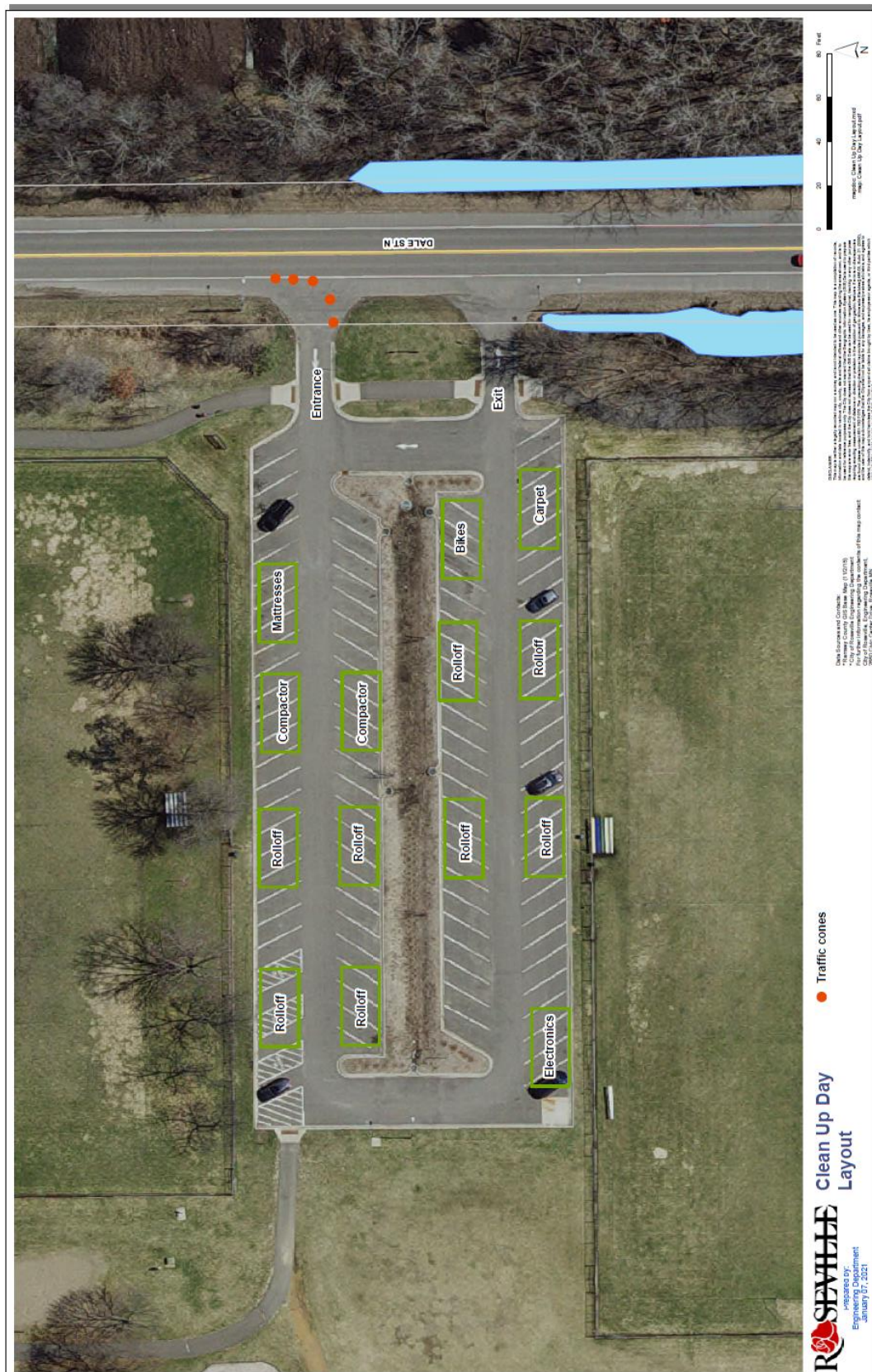
ATTACHMENT B - Clean Up Day Materials Disposition

Contractor will designate the facility to which the following items collected at the City of Roseville Clean Up Day will be delivered.

MSW	Recycling & Energy Center
Construction & Demolition	
Appliances	
Appliances (with Freon)	
Automotive Batteries	
Couches	
Hide-a-beds	
Scrap Metal	
Small Engines	
Stuffed Chairs	
Tires	
*Bikes	City to coordinate
*Box Springs	City to coordinate
*Carpet/Textiles	City to coordinate
*Electronics	City to coordinate
*Mattresses	City to coordinate
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	
Other (Specify)	

Attach additional sheets if necessary.

EXHIBIT A- Clean Up Day Layout



2024-2026 Roseville Cleanup Prices		
Item		Cost
Car Load		\$27.00
Minivan/Suv Load		\$52.00
Pickup Load		\$70.00
Trailer Load		\$70.00
Appliances		\$26.00
Appliances(w freon)		\$36.00
Automotive Batt		\$8.00
Couch		\$36.00
Hide-a-bed		\$61.00
Scrap Metal		\$8.00
Stuffed Chairs		\$24.00
Tires(car)		\$10.00
Tires(OS)		\$15.00
Tires(rim)		\$12.00
*Box Springs		\$8.00
*Carpet/Textiles		\$8.00
*Electronics		\$8.00
*Mattresses		\$8.00
* Items that the City of Roseville will hire someone to manage		

**CITY OF ROSEVILLE
AGREEMENT FOR COMPREHENSIVE CLEAN UP DAY SERVICES**

This Professional Services Agreement (“Agreement”) is made on the _____ day of _____, 2024, between the City of Roseville, a Minnesota municipal corporation (the “City”), and Lightning Disposal, Inc., a Minnesota Corporation (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

Following each Clean Up day, City and Contractor shall meet to discuss modifications to the Clean Up Day program, and the Parties shall amend Exhibit A accordingly to reflect such changes.

2. Term and Termination. The term of this Agreement will commence on March 1, 2024. Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2026. This Agreement may be terminated earlier by the City with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to Contractor. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. No more than 60 days after each Clean up Day, Contractor must submit an itemized invoice detailing actual hours worked for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed.
- b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination

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

To City:

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

To Contractor:

Lightning Disposal, Inc.
16555 Clayton Ave. E
Rosemount, MN 55068
Attn: Robert Nitti

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

Notwithstanding the foregoing, Contractor the City approves and permits Contractor to subcontract with Nitti Sanitation, Inc., a Minnesota Corporation, to perform Work under this Contract.

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

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

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

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

Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

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

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

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

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

- a. Workers Compensation insurance for all employees performing Work under this agreement in accordance with Minnesota law The Contractor shall also provide Employer’s Liability Insurance with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Contractor from Workers’ Compensation insurance, the Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Contractor from the Minnesota Workers’ Compensation requirements.

- b. Commercial General Liability Insurance: The Contractor is required to maintain Commercial General Liability Insurance protecting it from claims for damages for

bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:

- \$1,500,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations and ISO Form CG 20 37 or equivalent for Products/Completed Operations.

c. Business Automobile Liability Insurance.

The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

d. Additional Insurance conditions:

- The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under the contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the contract.
- All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the City Attorney.

- Any insurance limits in excess of the minimum limits shall be available to the City.
- All policies, except professional liability, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under the contract.
- Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related expenses within the deductible and retention.
- The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Contractor is responsible to review and ensure all subcontractors comply with the insurance provisions contained herein and said insurance is maintained as specified.
- If the City authorizes the Contractor to be self-insured, a Certificate of Self-Insurance must be attached.
- The Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
- The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.
- All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
- The City's failure to approve or disapprove the Contractor's policies or certificates shall not relieve the Contractor of full responsibility to maintain the required insurance.
- If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Contractor must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage has been extended.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under the contract.
- Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide

satisfactory evidence that the Contractor has complied with all insurance requirements.

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

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

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

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

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

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

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

(The remainder of this page has intentionally been left blank.)

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

CITY OF ROSEVILLE

LIGHTNING DISPOSAL, INC.

By: _____
Daniel Roe, Mayor

By: _____
Its: _____

By: _____
Patrick Trudgeon, City Manager

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor shall perform all of the work and services necessary to conduct the Roseville Clean Up Days on April 27, 2024, April 26, 2025, and April 25, 2026, including all set-up, collection, disposal, clean-up and other work and services described and shown in Section 3 (General Requirements for All Collection), Section 4 (Annual Reporting and Promotional Activities) and Section 5 (Materials Disposition) of the City's Request for Quotes dated January 18, 2024, and in Appendix C (Process of Operations) in the Contractor's Proposal. Section 3, 4 and 5 of the City's Request for Quote and Appendix C in the Contractors Proposal are attached to and made a part of this Exhibit A.

EXHIBIT B
COMPENSATION

2024-2026 Roseville Cleanup Prices		
Item		Cost
Pickup Load		\$70.00
Minivan/Suv Load		\$52.00
Car Load		\$27.00
Trailer Load		\$70.00
*Mattresses		\$8.00
*Box Springs		\$8.00
Appliances		\$26.00
Appliances(w freon)		\$36.00
Stuffed Chairs		\$24.00
Couch		\$36.00
Hide-a-bed		\$61.00
Tires(car)		\$10.00
Tires(OS)		\$15.00
Tires(rim)		\$12.00
Scrap Metal		\$8.00
Automotive Batt		\$8.00
*Electronics		\$8.00
* Items that the City of Roseville will hire someone to manage		

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 10.e.

Department Approval



City Manager Approval



Item Description: Approve the Cooperative Construction Agreement with the City of Falcon Heights for the 2024 Sanitary Sewer Lining Project 24-06

1
2 **Background**

3 The City of Roseville and Falcon Heights currently have a Joint Powers Agreement (JPA) in
4 which Roseville provides engineering services to Falcon Heights to oversee and manage
5 their infrastructure and projects. For 2024, Roseville staff has worked with Falcon Heights
6 to develop a sanitary sewer lining project.

7
8 Roseville staff has also been developing its annual sanitary sewer lining project for
9 Roseville. Since the projects for each City are similar in scope, staff recommends the two
10 projects be completed under one contract. This provides a larger scale project which
11 should result in better bid prices. Having only one contract to manage also saves staff
12 time. By doing one joint project, both cities should see some cost savings versus doing
13 separate projects.

14
15 The cooperative construction agreement is included as Attachment 1. The agreement
16 documents the scope of the project in both cities, responsibility for the design, construction
17 management and how the project costs are divided. The agreement allows Falcon Heights
18 to review the bids prior to award and, if the bids are more than 20% over the engineer's
19 estimate, Falcon Heights must approve or reject the bid prior to award by Roseville.

20
21 Both Roseville and Falcon Heights City Attorneys have reviewed the contract. Falcon
22 Heights approved the agreement on February 14, 2024.

23
24 **Policy Objectives**

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

27
28 **Racial Equity Impact Summary**

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

30
31 **Budget Implications**

32 The Roseville portion of the project is estimated to be \$600,000 and will be funded using
33 the Sanitary Sewer Fund.

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Falcon Heights will reimburse Roseville for all Falcon Heights’ construction costs which is estimated to be \$230,000. Roseville staff time spent on this project will be proportionately billed to Falcon Heights based on the construction cost and the current JPA for engineering services.

Staff Recommendations

Staff recommends Council approve the Cooperative Construction agreement 2024 Sanitary Sewer Lining Agreement with Falcon Heights.

Requested Council Action

Motion to approve the Cooperative Construction Agreement with the City of Falcon Heights for the 2024 Sanitary Sewer Lining Project 24-06.

- Prepared by:** Stephanie Smith, Assistant City Engineer
- Attachments:** 1. Cooperative Construction Agreement for 2024 Sewer Lining Project 24-06

49

CONSTRUCTION COOPERATION AGREEMENT FOR 2024 SANITARY SEWER LINING

THIS AGREEMENT is made and entered into on _____, 2024, by and between the CITY OF ROSEVILLE, Minnesota (“Roseville”) a municipal corporation under the laws of the State of Minnesota, and the CITY OF FALCON HEIGHTS, Minnesota, a municipal corporation under the laws of the State of Minnesota (“Falcon Heights”).

BACKGROUND RECITALS

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

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I. Purpose of Agreement

1. This Agreement describes the responsibilities of each of the Parties for design, construction, and financing of the Project. The Project shall consist of the facilities identified in the Scope of Work attached hereto as Exhibit A.
2. Roseville will provide qualified engineering staff to perform sanitary sewer lining design and related technical services for the Project. At its discretion, Roseville may enter into a contract with a qualified third party to complete any of these services. These services include:
 - a. Preliminary Design;
 - b. Final design;
 - c. Acquire required permits and approvals;
 - d. Prepare plans and specifications;
 - e. Manage contracts made for completion of the Project;
 - f. Small utility coordination;
 - g. Supervise construction, including inspection of the work;
 - h. Prepare as- built drawings;

3. Falcon Heights appoints Roseville as its agent to obtain bids, enter into a contract for the design and construction of the work, and supervise the work performed on the Project for compliance with the Project construction documents and this Agreement.

4. The scope and location of the Project is reflected in **Exhibit A**.

II. Construction Documents

1. Roseville will prepare the necessary detailed construction documents for the Project (“Project Construction Documents”). The Project Construction Documents will contain plans and specifications, a schedule for construction of the Project suitable for use by proposed contractors in the preparation of their bids, and a cost estimate. The cost estimate will include all anticipated costs of the Project and a contingency budget. The Project Construction Documents will be prepared using the most current industry standards and practices.

2. Final construction plans, engineering drawings, specifications and cost estimates, including the cost for each City, will be submitted to Falcon Heights for approval prior to bidding. The Falcon Heights City Administrator and City Engineer or their representative must approve all Project Construction Documents before the Project Construction Documents are released for bid.

III. Ownership of Improvements

1. At the conclusion of the Project, ownership of sanitary sewer will remain unchanged. Nothing within this agreement will alter the ownership and maintenance after the Project is complete.

IV. Procedure for Acceptance of Bids

1. If final construction plans and specifications are approved by each City, Roseville will advertise for bids for the work and construction of the Project, receive and open bids and may, subject to Falcon Heights’ acceptance of the bid submitted, enter into a construction contract with the successful bidder in accordance with applicable municipal contracting law. After opening the bids, Roseville will give Falcon Heights a written tabulation of the bids with Roseville’s recommendation for selection of the lowest responsible bidder.

2. Acceptance or Rejection of Project Bid Amount.

a. If the bid is less than 120 percent of the construction cost estimate in the final Project Construction Documents (excluding the contingency and contract administration costs), Roseville will accept the bid for the Project.

b. If the bid is 120 percent or more of the construction cost estimate in the final Project Construction Documents (excluding contract administration costs), either party may elect to reject the bid and this Agreement shall terminate or the parties may amend this Agreement to redesign the Project. Unless Falcon Heights gives Roseville notice stating that Falcon Heights does not agree to be bound by the bid prices for the Project within 14

days Roseville may award the bid. If Falcon Heights does not notify Roseville within 14 days, the bids for the Project will be deemed accepted by Falcon Heights.

V. Construction and Contract Administration

1. Roseville will enter into the construction contract and will perform and direct all construction supervision, contract administration and inspections required to complete the Project.

2. Roseville will include in the construction contract for the Project, the Project Construction Documents, and require that the contractor construct the Project according to these Documents. The Documents shall require the contractor to categorize costs based on ownership of the infrastructure and in accordance with the payment terms provided under Article VI. At least 14 days before the contractor begins work on the Project, Roseville will give written notice to Falcon Heights that the contractor will begin construction by sending notice to:

City of Roseville:	City Manager 2660 Civic Center Drive Roseville, MN 55113
--------------------	--

City of Falcon Heights:	City Administrator 2077 Larpenteur Avenue Falcon Heights, MN 55113
-------------------------	--

3. Roseville will notify Falcon Heights of any change order which increases the cost of any individual construction contract for the Project by more than 20% of the original amount thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of Falcon Heights prior to approving such a change order. However, prior written authorization is not necessary if the change order is required to address an imminent risk to health/safety making prior authorization impractical. In such cases, the change order shall be sent to Falcon Heights as soon as reasonably possible. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising during construction.

4. All invoices of requests for payment will be paid by Roseville. Within 10 days of the end of each calendar month, Roseville shall provide an invoice to Falcon Heights showing the invoices received and the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project in accordance with the terms for payment under Article V of this Agreement. Within 30 days of the receipt of that statement, Falcon Heights shall pay that amount to Roseville. If Falcon Heights disputes any amount, they shall provide in writing a list and explanation of any amounts it disputes and pay the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process in Article X.

5. Roseville shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, unless amended by contract specification approved by both Cities.

6. Final Acceptance. Final completion of the Project must be approved by both Roseville and

Falcon Heights.

V. Payment of Project Costs

1. Roseville will pay the following costs:
 - a. Cost of all sanitary sewer lining within Roseville city limits.
 - b. A pro-rata share of mobilization, traffic control and similar items.
2. Falcon Heights will pay the following costs:
 - a. Cost of all sanitary sewer lining within Falcon Heights city limits.
 - b. A pro-rata share of mobilization, traffic control, and similar items.
3. The cost of the Project will be categorized based on ownership of the infrastructure and charged to the Cities accordingly. Each Party's pro-rata share shall be determined at the time of approval of the construction costs and will be equal to each party's share of the total construction costs (not including administrative costs) based on the party's percentage of ownership of infrastructure to the total infrastructure included within the Project.
4. If this Agreement is terminated under Articles IV or IX hereof, both cities shall nevertheless be liable for payment of their cost share which is incurred up to the date of termination of this Agreement, or as a result of termination of this Agreement.

VIII. Modifications to Construction Documents

1. Roseville may make minor changes in the Project Construction Documents if the changes are necessary to complete construction.
2. Roseville will give notice of all proposed material changes to the Project Construction Documents to Falcon Heights. Falcon Heights will review the documents and communicate in writing its acceptance or rejection to Roseville within seven days. Roseville will not materially amend the Project Construction Documents until it receives Falcon Heights's written acceptance or Falcon Heights fails to accept or reject within seven days.

VIII. Warranties/Maintenance

1. Except as otherwise provided herein, the Project bonds and warranties will be issued in the name of Roseville. Once construction of the Project is complete and Falcon Heights accepts their portion of the Project, the Falcon Heights Portion of the Project will be under the full control of Falcon Heights and that portion of the bonds, warranties and guarantees provided by the sureties, construction contractors and subcontractors for that portion of the Project are the property of Falcon Heights. If a surety prohibits assignment then Roseville will require the contractor to ensure that the affected bond or warranty is applied both to the City of Roseville and City of Falcon Heights.

IX. Liability

1. Employees of Parties. Any and all persons engaged in the work to be performed by Roseville shall not be considered employees of Falcon Heights, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all persons engaged in the work to be performed by Falcon Heights shall not be considered employees of Roseville for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged.

2. To the extent authorized by law each party is responsible only for its own acts and the results of its acts. Each Party's liability is governed by the provisions of Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Roseville shall include Falcon Heights as additional insured in the contract documents.

3. Roseville and Falcon Heights each warrant that they have an insurance or self-insurance program with minimum coverage consistent with the liability limits in Minnesota Statutes, Chapter 466. Nothing in this Agreement is a waiver or limitation of any immunity or limitation of liability by Roseville or Falcon Heights.

X. Dispute Resolution

1. If a dispute arises between the Parties regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.

2. If the Parties have not negotiated a resolution of the dispute within 30 days after the initial meeting of the City Manager and the City Administrator, the Parties may agree to participate in mediation. A mediator will be chosen by agreement of the parties. In the event of such mediation, the Parties will share the cost of mediation equally.

3. If either Party does not agree to mediate, or if the Parties are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, either party may pursue legal action regarding the dispute.

XI. General Provisions

1. All records kept by Roseville and Falcon Heights with respect to the Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by Roseville or Falcon Heights under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.

2. Roseville agrees to comply with all laws applicable to Roseville relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers'

compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 181.59 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Roseville is considered a part of this Agreement.

3. The employees of the parties, and all other persons engaged by each party will not be considered employees of the other party. Each party is solely responsible for all claims arising from its employees including claims under the Worker's Compensation Act, the Minnesota Economic Security Law and all third party claim resulting from an act or omission of an employee.

4. If hazardous wastes, pollutants or contaminants as those terms are defined in law exist on the Project site, Roseville will lead any response or remedial action, monitoring or reporting under the law. Cost for response and remediation will be the responsibility of the City where the issue is located. Roseville will apply for and, if appropriate, have Falcon Heights named as an additional beneficiary in any no association letters, no action/no further action letters and other environmental regulatory assurances for the site. Roseville will give Falcon Heights copies of any Phase I and Phase II environmental investigations, approved Response Action Plans, and environmental assurance letters naming the Roseville as a beneficiary. Nothing in this paragraph requires that Roseville accept responsibility for any environmental conditions that are not Roseville's legal responsibility. This paragraph survives the termination of this Agreement.

5. This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.

6. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.

7. Any modifications to this Agreement must be in writing as a formal amendment.

8. This Agreement is binding upon and for the benefit of the parties and their successors and assigns. This Agreement is not intended to benefit any third-party.

9. Except as otherwise provided for in this Agreement, the Agreement may be terminated by the mutual agreement of the parties.

10. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

11. Under Minnesota Statutes, Section 16C.05, subdivision 5, the Parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either Party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

IN WITNESS HEREOF, the undersigned parties have entered into this Agreement as of the date set forth.

CITY OF ROSEVILLE,
A municipal corporation of the
State of Minnesota

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

By: _____
Daniel Roe, Mayor

CITY OF FALCON HEIGHTS
A municipal corporation of the
State of Minnesota

Date: _____

By: _____
Randall C. Gustafson, Mayor

Date: _____

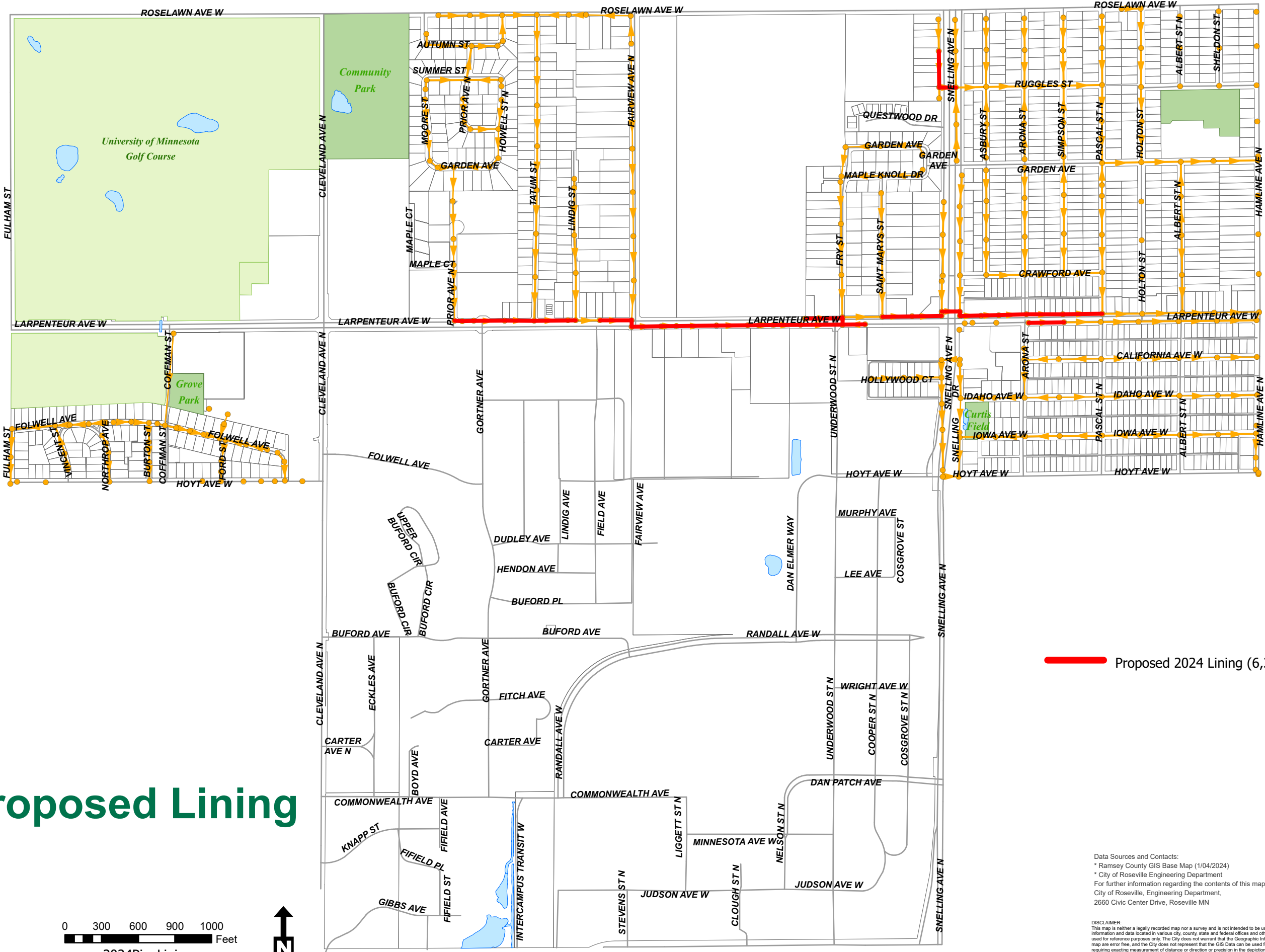
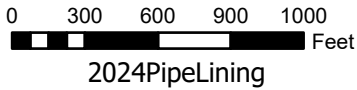
By: _____
Jack Linehan, City Administrator

Exhibit A
Scope of Work

2024 Proposed Lining

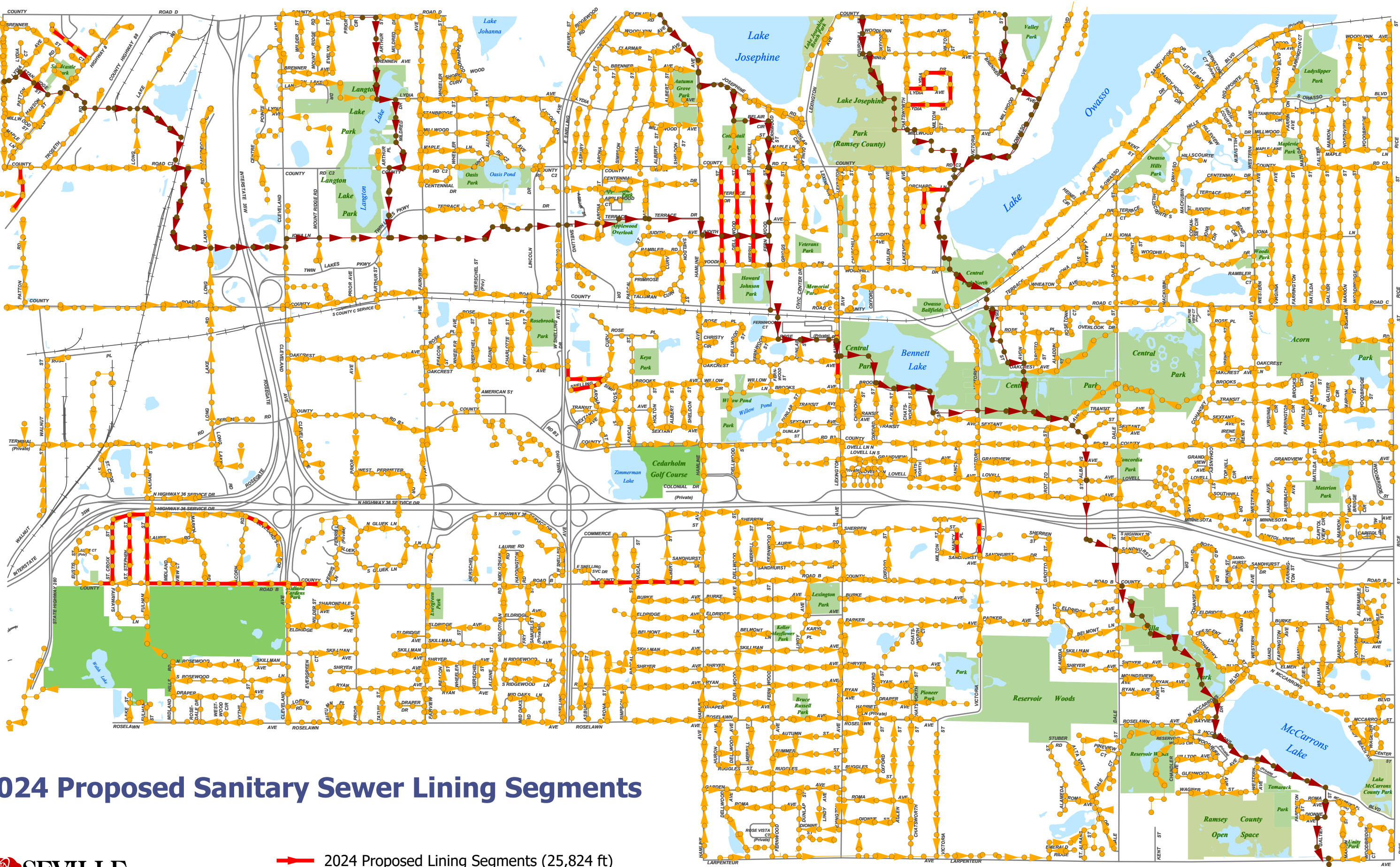


Prepared by:
City of Roseville Engineering Department
2/9/2024



Data Sources and Contacts:
* Ramsey County GIS Base Map (1/04/2024)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. 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.



2024 Proposed Sanitary Sewer Lining Segments

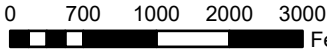


Prepared by: Engineering Department
2/9/2024

➔ 2024 Proposed Lining Segments (25,824 ft)

Data Sources
* Ramsey County GIS (1/04/2024)
* City of Roseville Community Development
* City of Roseville Finance Department

DISCLAIMER:
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2024ProposedSanitaryLining



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 10.f.

Department Approval



City Manager Approval



Item Description: Approve the Rice Creek Watershed District Programmatic Maintenance Agreement Update

Background

The City of Roseville and the Rice Creek Watershed District (RCWD) work together on a variety of projects which impact the construction, maintenance, and operation of our stormwater infrastructure. The RCWD also has permit requirements that require the City to install stormwater infrastructure to mitigate impacts created by expanding impervious surface, infringing on flood plains or wetlands, modifying public drainage, or one of several other regulated items.

As part of the RCWD permit process, long term maintenance of the infrastructure is a requirement. To make the permit process smoother, the RCWD allows municipalities to enter into a Programmatic Maintenance Agreement that identifies what activities are required for permitted projects. This Programmatic Maintenance Agreement provides the City with an opportunity to only have to reference our existing agreement with the RCWD when applying for a permit, in lieu of having to create a standalone maintenance plan for each of our projects. Roseville entered into a Programmatic Maintenance Agreement with the RCWD in 2015 (Attachment 1). The agreement was specifically for RCWD's Rule C, which pertains to stormwater best management practice maintenance. The existing agreement has no specified termination date. RCWD keeps their maintenance agreements open ended as the infrastructure that is in place has to be maintained for perpetuity.

With the City's proposed Twin Lakes Trail Phase II project, the City will be modifying a Regional Conveyance System (Rule G) and modifying a Public Drainage System (Rule I), which are managed by the RCWD. The permitting process will require that the City maintain our box culvert long term, which is covered by both Rule G and Rule I. This updated agreement also has no end date, which is the same as our 2015 maintenance agreement.

City staff proposed to the RCWD a modification of our existing Rule C Programmatic Maintenance Agreement to an agreement that will cover Rules C, G & I (Attachment 2). This agreement will define our roles and responsibilities long term, and will allow staff to permit the project by referencing this update agreement in lieu of creating a standalone maintenance plan that will need to be updated.

The City Attorney has reviewed the agreement.

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 agreement.

Staff Recommendations

Staff recommends the City Council approve the Rice Creek Watershed District Programmatic Maintenance Agreement for Rules C, G & I.

Requested Council Action

Consider a motion to approve the Rice Creek Watershed District Programmatic Maintenance Agreement for Rules C, G & I.

Prepared by: Ryan Johnson, Environmental Manager

Attachments:

1. Programmatic Maintenance Agreement, Rule C: Approved 2015
2. Programmatic Maintenance Agreement, Rule C, G & I

**PROGRAMMATIC STORMWATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT**

**Rice Creek Watershed District and
the City of Roseville**

RECEIVED

JUL 14 2015

**Rice Creek
Watershed District**

This Agreement is by and between the Rice Creek Watershed District, a special purpose unit of local government with powers set forth in Minnesota Statutes Chapters 103B and 103D (RCWD), and the City of Roseville, a Public Municipal Corporation under the laws of the State of Minnesota (CITY).

Recitals

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule C, Stormwater Management Plans;

WHEREAS under Rule C, certain land development activity requires a landowner to record a declaration establishing the landowner's perpetual obligation to inspect and maintain stormwater management facilities;

WHEREAS a public landowner may memorialize its obligations in an unrecorded written agreement with the RCWD instead of a recorded instrument;

WHEREAS from time to time CITY is subject to stormwater facility maintenance requirements pursuant to the terms of an RCWD permit;

WHEREAS CITY, as a Municipal Separate Storm Sewer System (MS4), is obligated to inspect and maintain its stormwater management facilities in accordance with the terms of a Clean Water Act permit administered by the Minnesota Pollution Control Agency, and the parties desire to promote consistency in facility management requirements consistent with RCWD authority to set requirements necessary to meet its rules; and

WHEREAS the RCWD and CITY concur that it is more effective and procedurally more efficient for the RCWD and CITY to agree on standard requirements for stormwater facility inspection and maintenance, and to memorialize these requirements in this Agreement for incorporation into future permits.

THEREFORE:

1. CITY agrees to inspect and maintain all stormwater best management practices (BMPs), owned by the City or maintained by the City under another intergovernmental agreement, that have been permitted by the RCWD under Rule C as follows:

- a. Outfalls, sediment basins, retention/detention ponds will be inspected at least once every five years. If warranted by required sediment removal or maintenance needs, inspections will be conducted at a greater frequency.
- b. Structural stormwater management facilities including, but not limited to, grit chambers, sump catch basins, sump manholes and appurtenant conveyances, as well as infiltration and

biofiltration BMPs including, but not limited to, vegetated swales, rain gardens and filtration features, will be inspected annually to ensure structural integrity, proper function and treatment effectiveness. If, after the first two annual inspections, maintenance or sediment removal is not required then the frequency will be reduced to once every two (2) years. Should a subsequent inspection indicate the need for sediment removal or maintenance, the inspection schedule will revert to annual inspections following the completion of the maintenance work. If, after the first two post-maintenance annual inspections, no additional maintenance or sediment removal is required, then the inspection frequency will be reduced to once every two (2) years.

c. Proprietary devices will be inspected per manufacturer/installer recommendations, and at least annually.

d. All inspections will occur at a time that allows CITY to determine if the facility is functioning as designed.

e. In addition, CITY will respond promptly to notice from the RCWD that a facility may require inspection or maintenance. Within one month of notice, CITY will inspect and advise the RCWD on the results of the inspection.

2. CITY will maintain, repair and replace BMPs when inspection indicates this is necessary to restore design performance. Maintenance necessity will be as recommended in Minnesota Stormwater Manual guidance. CITY will complete work within six (6) months of inspection, except that periodic sediment removal from basins will be completed within eighteen (18) months of inspection. Alternatively, an RCWD-approved maintenance schedule may be used as a work timeline.

3. CITY will submit a copy of its MS4 permit annual report to the RCWD at the same time that it is required to be submitted to the MPCA, with any supplement as needed to briefly describe dates, locations and descriptions of inspection and maintenance activities.

4. RCWD permits for specific projects may contain additional inspection and maintenance conditions as the RCWD may find warranted under the circumstances of a specific permit.

5. If CITY conveys into private ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the stormwater management facility maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If CITY conveys into public ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of the purchase and sale agreement that before closing, the purchaser execute an agreement with the RCWD assuming the obligations of this agreement and releasing CITY from same.

6. This Agreement may be amended only in a writing signed by the parties.

7. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated. Either party may terminate the

Agreement on 30 days' written notice to the other. The terms of this Agreement are incorporated into any future permit issued to the CITY by explicit reference to this Agreement under the maintenance conditions of that permit. Any obligations vested in CITY through incorporation into an issued permit before the effective date of termination of this Agreement will survive expiration.

8. The recitals above are incorporated as a part of this Agreement.

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

RICE CREEK WATERSHED DISTRICT

By Phil Belfiore
(Print name:)
Its Administrator

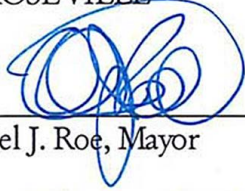
Date: 7/16/08

Approved as to form and execution

By _____
Its Attorney

CITY OF ROSEVILLE

BY:


Daniel J. Roe, Mayor

AND:


Patrick J. Trudgeon, City Manager

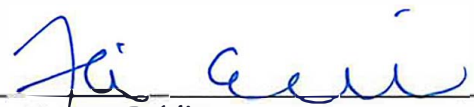
STATE OF MINNESOTA)

) SS

COUNTY OF RAMSEY)

The foregoing instrument was acknowledge before me this 24th day of July, 2015, by Daniel J. Roe and by Patrick J. Trudgeon, respectively the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.




Notary Public



**PROGRAMMATIC STORMWATER MANAGEMENT FACILITY and WATERBODY/CHANNEL
IMPROVEMENT MAINTENANCE AGREEMENT
Waterbody/Channel Structure
(Amending by Replacement July 16, 2015 Agreement)**

Rice Creek Watershed District and the City of Roseville

This Agreement is by and between the Rice Creek Watershed District, a special purpose unit of government with powers set forth in Minnesota Statutes Chapters 103B, 103D and 103E (RCWD), and the City of Roseville, a Public Municipal Corporation under the laws of the State of Minnesota (CITY).

Recitals

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule C, Stormwater Management Plans;

WHEREAS under Rule C, certain land development activity requires a landowner to record a declaration establishing the landowner's perpetual obligation to inspect and maintain stormwater management facilities;

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rules G (Regional Conveyance Systems) and I (Drainage Systems);

WHEREAS under Rules G and I, a permit for a structure or improvement within or adjacent to a regional conveyance system or public drainage system requires a landowner to record a declaration establishing the landowner's perpetual obligation to inspect and maintain the structure or improvement;

WHEREAS a public landowner may memorialize its obligations in an unrecorded written agreement with the RCWD instead of a recorded instrument;

WHEREAS the CITY is subject from time to time to maintenance requirements pursuant to the terms of an RCWD permit;

WHEREAS the RCWD and CITY concur that it is more effective and procedurally more efficient for the RCWD and CITY to agree on standard requirements for inspection and maintenance, and to memorialize these requirements in this Agreement for incorporation into future permits; and

WHEREAS this Agreement amends the "Programmatic Stormwater Management Facility Maintenance Agreement" fully executed on July 16, 2015, continues its application to stormwater management facility maintenance in accordance with its terms, and extends it to maintenance of structures and improvements in regional conveyance and public drainage systems.

THEREFORE:

1. CITY will inspect and maintain all stormwater best management practices (BMPs), that have been permitted by the RCWD under Rule C as follows:

a. Outfalls, sediment basins, retention/detention ponds will be inspected at least once every five years. If warranted by required sediment removal or maintenance needs, inspections will be conducted at a greater frequency.

b. Structural stormwater management facilities including, but not limited to, grit chambers, sump catch basins, sump manholes and appurtenant conveyances, as well as infiltration and biofiltration BMPs including, but not limited to, vegetated swales, rain gardens and filtration features, will be inspected annually to ensure structural integrity, proper function and treatment effectiveness. If, after the first two annual inspections, maintenance or sediment removal is not required then the frequency will be reduced to once every two (2) years. Should a subsequent inspection indicate the need for sediment removal or maintenance, the inspection schedule will revert to annual inspections following the completion of the maintenance work. If, after the first two post-maintenance annual inspections, no additional maintenance or sediment removal is required, then the inspection frequency will be reduced to once every two (2) years.

c. Proprietary devices will be inspected per manufacturer/installer recommendations, and at least annually.

d. All inspections will occur at a time that allows CITY to determine if the facility is functioning as designed.

e. In addition, CITY will respond promptly to notice from the RCWD that a facility may require inspection or maintenance. Within one month of notice, CITY will inspect and advise the RCWD on the results of the inspection.

2. CITY will maintain, repair or replace BMPs when inspection indicates this is necessary to restore design performance. Maintenance necessity will be as recommended in Minnesota Stormwater Manual guidance. CITY will complete work within six (6) months of inspection, except that periodic sediment removal from basins will be completed within eighteen (18) months of inspection. Alternatively, an RCWD-approved maintenance schedule may be used as a work timeline.

3. CITY will submit a copy of its MS4 permit annual report to the RCWD at the same time that it is required to be submitted to the MPCA, with any supplement as needed to briefly describe dates, locations and descriptions of inspection and maintenance activities.

4. CITY will inspect and maintain City-owned structures and improvements in and adjacent to regional conveyance systems and public drainage systems as follows:

a. CITY will inspect the structure or improvement as part of the MS4 requirements.

b. CITY, at its cost, will maintain the structure in good repair to preserve hydraulic and navigational capacity in accordance with RCWD-approved plans; provide for no net increase in flood stage beyond that of RCWD-approved plans; avoid increased scour, erosion and sedimentation, water quality impact and change to the existing flowline/gradient; and prevent conditions that promote hydraulic or navigational obstruction.

c. CITY will repair eroded or other unstable conditions resulting from the structure or improvement as promptly as weather and seasonal conditions allow.

d. If the structure is not being maintained in accordance with this declaration, the RCWD may give written notice detailing the deficiency. On such notice, CITY will promptly inspect the structure or improvement and take maintenance action in accordance with this section.

5. RCWD permits for specific projects may contain additional inspection and maintenance conditions as the RCWD may find warranted under the circumstances of a specific permit.

6. If CITY conveys into private ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If CITY conveys into public ownership a fee interest in any property that has become subject to this Agreement, it shall require as a condition of the purchase and sale agreement that before closing, the purchaser execute an agreement with the RCWD assuming the obligations of this agreement and releasing CITY from same.

7. This Agreement may be amended only in a writing signed by the parties.

8. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated. Either party may terminate the Agreement on 30 days' written notice to the other. The terms of this Agreement are incorporated into any future permit issued to the CITY by explicit reference to this Agreement under the maintenance conditions of that permit. Any obligations vested in CITY through incorporation into an issued permit before the effective date of termination of this Agreement will survive expiration.

9. The recitals above are incorporated as a part of this Agreement.

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

RICE CREEK WATERSHED DISTRICT

By _____ Date:
Nick Tomczik
Its Administrator

Approved as to form and execution

By _____
Its Attorney

CITY OF ROSEVILLE

By: _____ Date:
Daniel J. Roe, Mayor

And: _____
Patrick J. Trudgeon, City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF)

The foregoing instrument was acknowledge before me this ____ day of _____, 2024, by Daniel J. Roe and by Patrick J. Trudgeon, respectively the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 10.g.

Department Approval



City Manager Approval



Item Description: Approve utility rate study contract

Background

The city hired Ehlers to perform the first utility rate study for the City in 2020, for establishment of the 2021 utility rates for the Water and Stormwater funds. In 2022, Ehlers updated the utility rate study for the Water and Stormwater funds and a new rate study was added for the Sanitary Sewer fund. This study established the utility rates for 2023. Based on changing capital project needs that are identified in the capital improvement plan (CIP) and based on cost increases from St. Paul Regional Water and Met Council Environment Services, an update of the utility rate study should be conducted periodically.

As Ehlers is familiar with Roseville utility operations and has built a financial model to analyze usage and cost recovery in our utility systems, staff felt it was best to continue working with Ehlers. Engaging with another firm to conduct the utility study would cost more and take more time due to the need for a new firm to set up and input Roseville data into their financial model. As a result, staff requested a cost proposal from Ehlers to examine the operational and capital expenditures using current CIP and other cost drivers. They will examine the allocation of charges to ensure those customers who use the system are paying for the system in proportion to their consumption.

Attached is the cost proposal from Ehlers which outlines the process and deliverables. The not-to-exceed cost of the utility rate study is \$22,800, which will be covered by the Water, Sanitary Sewer and Stormwater funds.

Policy Objectives

To provide a basis for establishing utility rates based on operational and capital equipment and infrastructure needs.

Racial Equity Impact Summary

No racial equity impacts are expected with this action.

Budget Implications

The costs for this study will be paid by the Water, Sanitary Sewer, and Stormwater Funds.

Staff Recommendations

Staff recommends the Council approve the contract with Ehlers for the updated utility rate

36 study not-to-exceed \$22,800.

37

38 **Requested Council Action**

39 Motion to approve update rate study contract from Ehlers.

40

41

Prepared by: Michelle Pietrick, Finance Director

Attachments: 1. Roseville URS Proposal

42

February 15, 2024

Michelle Pietrick
Finance Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: Proposal for a Utility Rate Study Update

Dear Michelle,

Thank you for the opportunity to provide you with a proposal to undertake a utility rate study update for the City's water, sanitary sewer, and storm sewer funds. We appreciate our long-standing relationship with the City and hope this proposal demonstrates our team's collective qualifications to deliver a study that meets your objectives.

Ehlers completed a rate study for the City in 2022. This included updates to the water and storm sewer funds and the addition of the sanitary sewer fund. We look forward to picking up where the 2022 study left off and updating it to address completion of major capital investments and future system needs. The study will also address Council questions regarding allocation of fixed and variable charges, plus ensuring those who use the system are paying for the system for each customer type.

The Roseville utility rate study will provide a platform for the City to make rate-setting decisions to help the utility funds continue to build and maintain financial self-sufficiency.

- A full understanding of the anticipated financial needs of the utility systems
- Options and recommendations for utility rates and fees through 2034
- Recommendations for appropriate cash balances and a strategy for maintaining reserves
- A funding plan for future capital projects and utility replacement
- A flexible planning tool that will help the City respond to changing circumstances and assumptions about capital investment and funding options

Deliverables

The rate study will result in:

- 10-year cashflow projection for each fund that identifies the revenues required to adequately fund capital projects, annual operating expenses, debt service, and to build and maintain adequate reserves
- Recommended inflationary rate increases and sample customer rate impacts
- PowerPoint presentations to the City Council, and Finance and Public Works Commissions
- Executive Summary memo that summarizes findings and results

Project Team

The Project Manager for the study will be Stacie Kvilvang assisted by Jeanne Vogt and Megan Sandell. Stacie will manage the project and Stacie and Jeanne will present the study recommendations to the Council and Commission(s). Jeanne and Megan will complete the numerical analysis and participate in staff meetings as needed.

Proposed Cost

Ehlers will perform the scope identified for this utility rate study update for the not-to-exceed cost of \$22,800.

The project will be billed hourly, for actual hours worked, and the final costs may be less. Ehlers will invoice monthly for work completed in the prior month. Additional work outside the proposed scope, if requested, will be performed at our normal hourly rate.

Project Schedule

The study will be completed by the end of August for presentation to the City Council in September.

We appreciate your consideration of our proposal and look forward to discussing how Ehlers can best serve the City.

Respectfully submitted,



Stacie Kvilvang
Senior Municipal Advisor
skvilvang@ehlers-inc.com
(651) 697-8506

Proposal for a Utility Rate Study Update
City of Roseville

February 2024
Page 2

REQUEST FOR COUNCIL ACTION

Date: 2/26/2024

Item No.: 10.h.

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Trueman

Item Description: Authorize Mayor and City Manager to execute a Professional Services Agreement with the Saint Paul Area Chamber of Commerce and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul regarding continued funding of the Rice & Larpenteur Alliance

Background

Dating to the summer of 2016, the City has been actively engaging with the cities of Maplewood and St. Paul, along with Ramsey County, regarding revitalizing and re-envisioning the Rice Street and Larpenteur Avenue corridor. The cities and County commissioned a Rice and Larpenteur Area Visioning Plan, which was accepted in 2018. Since early 2019, the cities and County have been working with the Saint Paul Area Chamber of Commerce (SPACC) to provide consulting services surrounding implementation of the Vision Plan through the Rice & Larpenteur Alliance.

The Rice & Larpenteur Alliance fiscal year runs from April to March. The Professional Services Agreement (Attachment 1) provides funding to SPACC for professional services to run the Rice & Larpenteur Alliance. Since Roseville serves as the fiscal agent to the Alliance, the Cooperative Funding Agreement (Attachment 2) is with the cities of St. Paul and Maplewood, who provide their Alliance funding to the City of Roseville, who uses it, coupled with City funds, to pay for SPACC's professional services.

Prior City Council authorizations of these agreements include:

- February 27, 2023: City Council authorized agreements for funding the Alliance for a fifth year (April 2023 thru March 2024).
- February 14, 2022: City Council authorized agreements for funding the Alliance for a fourth year (April 2022 thru March 2023).
- February 8, 2021: City Council authorized agreements for funding the Alliance for a third year (April 2021 thru March 2022).
- March 9, 2020: City Council authorized agreement for funding the Alliance for a second year (April 2020 thru March 2021).
- April 22, 2019: City Council authorized agreement for funding the Alliance for its first year (April 2019 thru March 2020).

Moving into the sixth year, the Alliance will continue with its current structural model whereby SPACC provides professional services to the Alliance, with the Executive Director of the Alliance reporting to an executive board. City staff seeks authorization to enter into the necessary contracts to fund the sixth year. Exhibit A to the Professional Services Agreement consists of a Work Plan (also provided as Attachment 3). The final work plan will be affirmed during the Alliance's annual meeting, which is scheduled for March 5, 2024.

Policy Objectives

The services provided by the Alliance are broad and align with nearly all the City's adopted Community

Aspirations. Additionally, the corridor of Rice and Larpenteur that borders southeast Roseville was originally identified in the City's Policy Priority Plan in 2016 as an Economic Development Strategic Initiative. These policy objectives informed the city's initial involvement and continued participation and funding of the Rice and Larpenteur Alliance.

Racial Equity Impact Summary

The Rice and Larpenteur Alliance serves southeast Roseville. BIPOC representation in the census tract serving southeast Roseville is 41.5%, compared to the overall City BIPOC representation of 26.6% (source: MySidewalk). Southeast Roseville also serves many BIPOC businesses.

Budget Implications

The City of Roseville's cost for the sixth year remains at \$40,000. The EDA's 2024 approved budget included \$40,000 for implementation efforts of the Rice and Larpenteur Alliance. The Alliance has approved a Strategic Fundraising Framework for years 2020-2024. That plan forecasted decreases in municipal funding thru 2024, with the idea that grant funding and other in-kind support would ramp up in future years. However, the economic climate, post-pandemic, has resulted in an uncertain fundraising climate. As such, funding for 2024 remains at the 2021-2023 funding level of \$40,000. As 2024 unfolds, the Alliance's Executive Director will need to revisit the Strategic Fundraising Framework to plan for municipal funding levels for future fiscal years.

Staff Recommendations

Authorize Mayor and City Manager to execute a Professional Services Agreement with SPACC and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul.

Requested Council Action

By motion, Authorize the Mayor and City Manager to execute a Professional Services Agreement with SPACC and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul.

Prepared by: Janice Gundlach, Community Development Director

- Attachments:**
- 1. Professional Services Agreement with SPACC
 - 2. Cooperative Funding Agreement with Maplewood and St. Paul
 - 3. 2024 Work Plan

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the ____ day of February, 2024, between the City of Roseville, a municipal corporation (hereinafter “City”), and the Saint Paul Area Chamber of Commerce, a Nonprofit Corporation (hereinafter “Consultant”).

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from March 2, 2024-March 1, 2025 the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

C. In the event the Consultant pursues grant funding in support of the Alliance as described in Exhibit A, the Consultant shall not undertake any activities pursuant to such grant funding without the written consent of the Alliance. The Consultant will assume all administrative tasks associated with such awarded grants.

4. **City Assistance.** The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:

A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.

B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards that is needed by the Consultant in order to prepare for the performance of the Work.

C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

A. Staffing and associated expenses for the management of the Alliance pursuant to Exhibit A will be billed in equal installments. The Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.

B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. ***Project Manager and Staffing.*** The Consultant has designated Kim O'Brien ("Project Contacts") to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Consultant may not remove or replace Project Contracts without the prior approval of the City.
 7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
 8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
 9. ***Termination.*** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If however, the City terminates the Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant

following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another consultant to undertake or complete the Work to be performed hereunder.

10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Alliance, to include designated representative(s) from the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.
15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the cities of Roseville, Maplewood, and Saint Paul, their respective Councils, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Consultant to fully perform, in any respect, all of the Consultant's obligations under this Agreement.

18. **Insurance.**

A. General Liability. Prior to starting the Work, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or required by law. Except as otherwise stated below, the policies shall name the cities of Roseville, Maplewood, and Saint Paul as additionally insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Employer's Liability	\$500,000 each accident
(Not needed for	\$500,000 disease policy limit
Minnesota based	\$500,000 disease each employee
Consultant):	
Commercial General Liability:	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
	\$2,000,000 Products – Completed Operations
	Aggregate
	\$100,000 fire legal liability each occurrence
	\$5,000 medical expense
Comprehensive Automobile	
Liability:	\$1,000,000 combined single limit (shall include
	coverage for all owned, hired and non-owned
	vehicles.

- 231 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO
 232 form CG 0001, and shall include the following:
 233
 234 a. Personal injury with Employment Exclusion (if any) deleted;
 235
 236 b. Broad Form Contractual Liability coverage; and
 237
 238 c. Broad Form Property Damage coverage, including Completed Operations.
 239
 240
 241 D. Professional Liability Insurance. The Consultant agrees to provide to the City a
 242 certificate evidencing that it has in effect, with an insurance company in good
 243 standing and authorized to do business in Minnesota, a professional liability insurance
 244 policy. Said policy shall insure payment of damage for liability arising out of the
 245 performance of professional services for the City, in the insured's capacity as the
 246 Consultant, if such liability is caused by an error, omission, or negligent act of the
 247 insured or any person or organization for whom the insured is liable. Said policy
 248 shall provide an aggregate limit of 2,000,000
 249
 250 E. Consultant shall maintain in effect all insurance coverages required under this
 251 Provision 18 at Consultant's sole expense and with insurance companies licensed to
 252 do business in the state in Minnesota and having a current A.M. Best rating of no less
 253 than A-, unless otherwise agreed to by the City in writing. In addition to the
 254 requirements stated above, the following applies to the insurance policies required
 255 under this Provision:
 256
 257 a. All policies, except the Professional Liability Insurance policy, shall be written on
 258 an "occurrence" form ("claims made" and "modified occurrence" forms are not
 259 acceptable);
 260
 261 b. All policies, except the Professional Liability Insurance and Worker's
 262 Compensation Policies, shall contain a waiver of subrogation naming "the City of
 263 Roseville";
 264
 265 c. All policies, except the Professional Liability Insurance and Worker's
 266 Compensation Policies, shall name "the City of Roseville" as an additional
 267 insured;
 268
 269 d. All policies, except the Professional Liability Insurance and Worker's
 270 Compensation Policies, shall insure the defense and indemnify obligations
 271 assumed by Consultant under this Agreement; and
 272
 273 e. All policies shall contain a provision that coverages afforded thereunder shall not
 274 be canceled or non-renewed or restrictive modifications added, without thirty (30)
 275 days prior written notice to the City.
 276

A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

- F. If Consultant fails to provide the insurance coverage specified herein, the Consultant will defend, indemnify and hold harmless the cities of Roseville, Maplewood, and Saint Paul, their respective Councils, officers, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its contractors, subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents

as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

20. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
21. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
22. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
25. **Entire Agreement.** Unless stated otherwise in this Provision 25, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None.

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

CITY OF ROSEVILLE

Mayor

City Manager

SAINT PAUL AREA CHAMBER OF
COMMERCE

By: _____

Its: _____

384
385

EXHIBIT A

387
388
389

EXHIBIT B
Cooperative Funding Agreement

**COOPERATIVE FUNDING AGREEMENT
RICE ST AND LARPENTEUR AVE GATEWAY ALLIANCE CONSULTING SERVICES**

THIS COOPERATIVE FUNDING AGREEMENT is between the City of Maplewood, the City of St. Paul and the City of Roseville (collectively referred to as “Collaborative Agency Partners” or “Parties” and individually as “Collaborative Agency Partner” or “Party”) as of the last date of signature of the parties below.

WHEREAS, the Collaborative Agency Partners border each other in an area approximately located at the intersection of Rice Street and Larpenteur Avenue in Ramsey County, Minnesota (“Border Area”);

WHEREAS, the Collaborative Agency Partners have a mutual interest in identifying critical redevelopment and reinvestment opportunities within the Border Area and across municipal boundaries;

WHEREAS, the Collaborative Agency Partners individually adopted the Rice and Larpenteur Gateway Area Vision Plan (“Visioning Plan”) in 2018;

WHEREAS, each Collaborative Agency Partner has contributed financial support to fund the professional services necessary to build a Rice and Larpenteur Alliance to execute the Visioning Plan;

WHEREAS, the Collaborative Agency Partners issued a Request for Proposals for consulting services to begin implementation of the Visioning Plan on January 7, 2019; and

WHEREAS, the Collaborative Agency Partners interviewed finalists on February 12, 2019 and unanimously selected the Saint Paul Area Chamber of Commerce to lead the implementation phase of the Visioning Plan; and

WHEREAS, the Saint Paul Area Chamber of Commerce has adequately performed duties assigned between March 2019 and March 2023, and

WHEREAS, the Collaborative Agency Partners unanimously agree to renew the contract with the Saint Paul Area Chamber of Commerce for March 2, 2024-March 1, 2025, and

WHEREAS, the Collaborative Agency Partners desire to centralize the funding of such professional services to the Saint Paul Area Chamber of Commerce through a Contract Manager; and,

WHEREAS, the Collaborative Agency Partners desire to memorialize in writing their respective obligations through this Cooperative Funding Agreement.

NOW, THEREFORE, intending to be bound by the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. Contract Manager. The City of Roseville shall serve as the Contract Manager for the purposes of this Agreement and hereby agrees to the following obligations:

- A. The Contract Manager shall solicit, execute, and manage a Professional Services Agreement with the Saint Paul Area Chamber of Commerce to continue implementation of the Visioning Plan.
- B. Prior to execution of such Professional Services Agreement, the Contract Manager shall consult with representatives of each Collaborative Agency Partner to determine the appropriate desired scope of services, identity of the design firm, and material contractual terms.
- C. Disburse payments to the Saint Paul Area Chamber of Commerce from funds collected pursuant to Section 2 below in an amount not to exceed \$125,000.

2. Financial Contributions. The Collaborative Agency Partners shall each contribute financial support to satisfy contractual fees and expenses incurred by the Professional Services Agreement referenced in Section 1 above. Such financial support shall be proportionate to the following methodology:

- A. The City of Saint Paul shall contribute \$75,000.00 (60%).
- B. The City of Maplewood shall contribute \$10,000.00 (8%).
- C. The City of Roseville shall contribute \$40,000.00 (32%).

Each Collaborative Agency Partner shall remit its proportional financial contribution to the Contract Manager no later than March 31, 2024.

In the event total contractual disbursements pursuant to the Professional Services Agreement under Section 1 result in unused funds, such remaining amount shall be refunded to the Collaborative Agency Partners in the same proportional methodology as their financial contributions.

In the event total contractual disbursements pursuant to the Professional Services Agreement under Section 1 result in the Collaborative Agency Partners contributing additional financial support, an amendment to this agreement and the Professional Services Agreement shall occur.

3. Indemnification. Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, attorney fees or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each is entitled to by law.

4. Liability Limitations. It is understood and agreed that the Parties' liability shall be limited by the provisions of Minnesota Statutes, chapter 466, and/or other applicable law. The hold harmless provision of this Agreement does not constitute a waiver by any Party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a) as amended. Each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties. Each Party agrees to promptly notify the other Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other Parties, and arising out of acts or omissions related to this Agreement.

5. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

6. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by all Parties.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.

8. Government Data/Privacy. Each Party, its employees, officials and agents, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

9. Waiver. The waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

10. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

To Roseville: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

To Maplewood: City of Maplewood
1830 County Road B East.
Maplewood, MN 55109

To Saint Paul: City of Saint Paul
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: PED

11. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted.

12. Counterparts. The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

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

14. Effective Date. This Agreement is effective on the date last executed by one of the Parties below.

IN WITNESS WHEREOF, the City of Roseville, as to role of Contract Manager, and Collaborative Agency Partners have caused this Cooperative Funding Agreement to be executed by their duly authorized representatives.

CITY OF ROSEVILLE

By: _____
Dan Roe
Its: Mayor
Date: _____

By: _____
Patrick Trudgeon
Its: City Manager
Date: _____

CITY OF SAINT PAUL

Approved as to form:

Assistant City Attorney

By: _____
Its: Mayor / Deputy Mayor
Date: _____

By: _____
John McCarthy
Its: Director, Office of Financial Services
Date: _____

CITY OF MAPLEWOOD

By: _____
Marylee Abrams
Its: Mayor
Date: _____

By: _____
Melinda Coleman
Its: City Manager
Date: _____

Rice and Larpenteur Alliance		Plan is subject to change based on direction from Alliance leadership.	
2024 Work Plan			
Draft Jan 10, 2024			
Goal 1: Maintain organizational integrity of the Rice & Larpenteur Alliance			
Oversight Committee	Key Action Steps	Est. Completion	Complete
Executive Committee	Adopt Annual Work Plan and Annual Budget	3/1/2024	
	Report to City Councils and County Board (if requested)	4/1/2024	
	Manage Website and Social Media Accounts	Ongoing	
	Publish quarterly newsletters	Ongoing	
	Plan and Staff Board and Committee Meetings (Agendas, Minutes, Reports)	Ongoing	
	Manage SPAC contract and staff performance	2/28/2025	
	Publish 2024 Annual Report	2/25/2025	
	Develop Board Operations Manual	12/1/2024	
Goal 2: Raise funds sufficient to execute programming goals			
Oversight Committee	Key Action Steps	Est. Completion	Complete
Executive Committee	Secure 2024-2025 Municipal Contract	2/28/2024	
	Apply for at least 5 grants for 2024-2025 Operations and Programs	2/28/2025	
	Create Fundraising and Sponsorship appeal	2/28/2025	
	Follow guidelines for reporting and recognition of grants and donations	Ongoing	
	Update Strategic Fundraising Plan to 2030	1/1/2025	
	Engage municipal partners to establish contract funding for 2025-2026 and beyond	2/28/2025	
Goal 3: Support vision plan redevelopment and transportation goals and focus on retention and expansion of existing neighborhood businesses			
Oversight Committee	Key Action Steps	Est. Completion	Complete
Economic Vitality	Monitor Rice Street reconstruction and BRT G line projects - and serve as a conduit of information	Ongoing	
	Work with KSU/TAB/Stantec on Board Retreat to update Vision Plan - Redevelopment Concepts	Ongoing	
	Work with KSU/TAB/Stantec on Redevelopment Concepts Update and Strategy	7/1/2024	
	Support private redevelopment projects in line with Vision Plan	Ongoing	
	Plan Business Networking Lunch and Learn Event	12/1/2024	
	Work with Rondo Community Land Trust, Rice Street Gardens, and partners on redevelopment of Gardens/SPRWS site	Ongoing	
	Promote Ramsey County Workforce programs as Inclusive Employer Champion	Ongoing	
	Manage the Neighborhood STAR grant program including business micro-grants	12/31/2024	
	Complete the Critical Corridors grant program including business micro-grants	6/1/2024	
Goal 4: Create vibrant community events that demonstrate new uses of space and connect people and opportunities			
Oversight Committee	Key Action Steps	Est. Completion	Complete
Livability	Plan Annual Community Gathering event	3/1/2024	
	Plan Spring Clean-Up event	4/30/2024	
	Plan Summer Block Party	8/31/2024	
	Plan Community In Bloom event	5/31/2022	
	Plan Winter Warm-Up event	12/31/2024	
	Engage community members through events; create community survey	Ongoing	
	Manage vendors and volunteers	Ongoing	
	Manage event promotion and outreach	Ongoing	
Goal 5: Improve neighborhood environment, identity, safety, and connectedness			
Oversight Committee	Key Action Steps	Est. Completion	Complete
Events	Install neighborhood and wayfinding signage with funding from Critical Corridors and STAR Grants	Ongoing	
	Work with County and Cities to add trees, gardens, and planted boulevards where possible.	Ongoing	
	Maintain agreements with businesses for maintenance of garbage and recycling bins	Ongoing	
	Make space for collaboration of public safety agencies; provide timely communication on safety incidents	Ongoing	
	Support RLA Youth Ambassadors Internship Program	Ongoing	
	Promote and identify candidates for BizRecycling and Organics grants/service	Ongoing	

FUTURE MEETING AGENDA HIGHLIGHTS

February 26, 2024

March 4, 2024 EDA Meeting

Cancelled – No Agenda Items

March 4, 2024 City Council Meeting

- Hold Public Hearing to Certify Delinquent Accounts to Ramsey County
- Commission Appointments
- Consider Approval of Street Light Policy
- Review and Consider a Hotel Licensing Ordinance
- Consider an Ordinance Amending Chapter 2 Commission Scope, Duties, and Functions

March 11, 2024 City Council Meeting (Work Session)

- City Council Discussion on Human Rights, Inclusion, and Engagement Commission Scope, Duties, and Functions

March 18, 2024 City Council Meeting

- Recognition of outgoing Commissioners
- Receive Presentation on activities of Roseville's Housing Navigator and approve state grant to fund the position
- Receive Excess Cash Reserve Report

Future Agenda Review - Longer Term Initiatives

2/22/2024

(items that likely require council discussion/action)

<u>Item</u>	<u>Initiated By</u>	<u>Target Date</u>	<u>Status/Notes</u>
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	CC will discuss 2/12/24
Update SREAP with new goals/objectives	Staff/Council	2nd 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
City Speed Limit Review on Local Streets	Strahan/Council	TBD	PWET will continue to work on issue and report back
Sister City Relationship with Indigenous Tribal Nation	Strahan	TBD	
Zero Waste Packaging/Compostable Containers	Etten/Strahan	Summer '24	CC received update 1/22/24, will be brought back later in '24
Update on shopping carts left in public r-o-w	Strahan	Summer '24	CD Director provided email 7/14/23 providing update