



City Council Agenda

Monday, June 17, 2024

6:00 PM

City Council Chambers

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

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order: Etten, Groff, Strahan, Schroeder, and Roe
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
- 6:08 p.m. **5. Recognitions and Donations**
a. Americans with Disabilities Act Anniversary Observance Proclamation
b. Proclaim July 2024 as Parks and Recreation Month
c. Recognition of HRIEC Commissioners
- 6:13 p.m. **6. Items Removed from Consent Agenda**
- 6:15 p.m. **7. Convene as Board of Adjustments and Appeals**
a. Consider an Appeal to Staff's Order to Remove Fence at 257 S. McCarrons Blvd.
- 8. Adjourn Board of Adjustments and Appeals and Reconvene as the City Council**
- 9. Business Items**
- 7:15 p.m. a. Hold a Public Hearing to Consider Approving an On Sale Liquor License for Centro Roseville, LLC at 1901 W Highway 36
- 7:20 p.m. b. Consider Penalty for Liquor License Violation at Shake Shack
- 7:40 p.m. c. Joint Meeting with the Finance Commission
- 8:10 p.m. d. Recycling Cart Request for Quote Responses
- 8:20 p.m. e. Schedule a Public Hearing for July 8, 2024 to consider the Massage Therapy Establishment Renewal Application for Winway YH LLC, located at 696 County Road B, and to extend the current license until a final decision is made
- 8:40 p.m. f. Review 2025 Property Tax Base changes, Legislative changes and discuss City Council 2025 Budget Goals
- 10. Council Direction on Councilmember Initiated Agenda Items**
- 9:00 p.m. **11. Approval of City Council Minutes**
a. Approve Minutes from the May 20, 2024 City Council Meeting
- 9:05 p.m. **12. Approve Consent Agenda**
a. Approval of Payments
b. Approve General Purchases Exceeding \$10,000 or Sale of Surplus Items
c. Approve 1 Temporary Gambling Permit

- d. Authorize Agreement with Flagship Recreation for Planning and Installation of Lexington Park Playground
- e. Approve the renewal of a short-term rental license for 1885 Shady Beach Avenue
- f. Adopt Resolution Prohibiting Parking on County Road B2 by Central Park Elementary
- g. Approve update to Commission Application
- h. Authorize the Mayor and City Manager to enter into an Escrow Agreement with PPF RTL Rosedale Shopping Center LLC regarding uninstalled EV equipment at Rosedale Center
- i. Consider Approval of a Grant Application for ARMER Equipment Funds through the Minnesota Department of Public Safety
- j. Declare Commission Mid-Term Vacancies

9:10 p.m. **13. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager**

- a. Future Agenda Review

9:20 p.m. **14. Adjourn**



Americans with Disabilities Act Anniversary Observance July 26, 2024

Whereas: Since 1990, the Americans with Disabilities Act has focused on ending discrimination against individuals with disabilities and promoting full integration and participation in society; and

Whereas: Approximately 20 percent of Americans have a disability as defined by the Americans with Disabilities Act, a number projected to increase as our society ages; and

Whereas: As a direct result of the passage of the Americans with Disabilities Act, an increased number of children and adults with disabilities are living, playing, working and shopping alongside their neighbors; and

Whereas: Roseville is becoming inclusive and free of physical, communication and social barriers; and

Whereas: State and local government services are continually improving and providing increasingly accessible services and programs to Minnesotans with disabilities; and

Whereas: State and local governments, including Roseville, are beginning to understand the importance and relevance of providing accessible digital information and electronic services to Minnesotans with disabilities; and

Whereas: On this 34th anniversary of the Americans with Disabilities Act, we celebrate and recognize the progress that has been made; we acknowledge that challenges still exist on our horizon, and we reaffirm our commitment to full equity and inclusion for all.

Now, Therefore Be It Resolved, that the City Council hereby declares that the City of Roseville observes July 26, 2024 as the Anniversary of the Americans with Disabilities Act, in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 17th day of June, 2024.

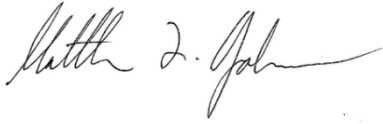
Mayor Daniel J. Roe

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 5.b.

Department Approval



City Manager Approval



Item Description: Proclaim July 2024 as Parks and Recreation Month

Background

The City of Roseville has historically recognized the important role that Parks and Recreation has in providing tremendous health, conservation, and equity impacts on our community. The City has identified Parks and Recreation as an essential service in the adopted Parks and Recreation System Master Plan, and has continued to support a world-class Parks and Recreation system that is highly valued by residents and visitors throughout the community.

The U.S. House of Representatives has designated July as Parks and Recreation Month and encourages communities around the country to do the same.

Policy Objectives

This is consistent with the policies outlined in the adopted Parks and Recreation System Master Plan.

Racial Equity Impact Summary

The provision of strong parks and recreation programs and services is a key tool in building greater equity in our community. Some examples include:

- The documented health and wellness benefits of park and program participation
- Parks and recreation cultural exposure and education programs
- The role that parks play as community gathering hubs where neighbors connect
- The opportunity for people of all abilities to have a place to participate
- The important environmental and conservation impacts that our 680 acres of parkland provide to all of our residents.

Proclaiming July Parks and Recreation Month highlights these and other important benefits for the community.

Budget Implications

None

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July as Parks and Recreation Month July 2024

Whereas: parks and recreation programs are an essential part of the Roseville Community; and

Whereas: parks and recreation are vitally important to establishing and maintaining the quality of life in Roseville, ensuring the health of all citizens, and contributing to the economic and environmental well-being of Roseville and the larger community; and

Whereas: our parks and recreation programs build healthy, equitable and active communities that aid in the prevention of chronic disease, promote social bonds by uniting neighbors and also improve and ensure the physical, mental and emotional health of all citizens; and

Whereas: parks and recreation contribute to making Roseville an equitable community by offering diverse programs and services that are appealing and accessible to all of Roseville, educating community members about diverse cultures and providing a gathering spot where neighbors can gather, interact and build bonds; and

Whereas: our parks and recreation programs increase Roseville's economic prosperity through increased property values, increased tourism, the attraction and retention of residents and businesses, and crime reduction; and

Whereas: our parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas: our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas: the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas: Roseville Minnesota recognizes the benefits derived from parks and recreation resources

Now, Therefore Be It Resolved that the City Council of the City of Roseville does hereby proclaim July 2024 as Parks and Recreation 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 Seventeenth day of June 2024.

Mayor Daniel J. Roe

(seal)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 7.a.

Department Approval



City Manager Approval



Item Description: Consider an Appeal to Staff's Order to Remove Fence at 257 S. McCarrons Blvd.

Background

This matter is before the Council on appeal of an order from City Staff to revoke a fence permit at 257 South McCarrons (the "Property") and to remove the fence.

The Property is near the southeast corner of McCarrons Lake and borders South McCarrons Boulevard. The configuration of the Property is wide and shallow, and almost all of what appears to be the front yard of the Property is actually right-of-way ("ROW"). (See Attachment 1). The City uses the ROW, in part, for a highly-used paved walking path along South McCarrons Boulevard. The path is bordered on the lakeside by a split-rail fence owned by the City which is also in the ROW.

Late in 2021, Staff met with the Property owner, Eric Carrara, regarding his desire to install a privacy fence between South McCarrons Boulevard and the Property. At that time, Mr. Carrara shared an image of a potential fence running the length of his property along South McCarrons Boulevard with a gate crossing the driveway (See Attachment 2, which appears to be the same document). During the informal discussion, Staff explained that the fence was in the ROW owned by the City and indicated that any fence installed in the ROW required a ROW permit and an encroachment agreement. Mr. Carrara did not apply for a fence until November of 2023.

On November 8, 2023, Mr. Carrara applied for a permit to replace the existing split-rail fence with a six-foot privacy fence (Attachment 3). The fence permit application included a site plan showing the proposed fence location (Attachment 4). The site plan reflects a fence in front of the home but does not include the location of property lines or ROW lines. The site plan that accompanied the fence permit application is not the same image that was shared with the City and discussed with Mr. Carrara in 2021. Rather, the submitted site plan shows a fence that stops well short of the driveway on the west side and does not exist at all on the east side of the driveway.

On November 14, 2023, Engineering staff approved their review of the fence permit application. On February 1, 2024, Building staff approved the review and the fence permit application was made ready to issue. The fence permit was issued on April 12, 2024. The fence work began on or about April 23, 2024. Once Staff observed the fence construction,

they realized that the fence permit application should not have been approved. This determination was based on the fact that the fence was being constructed in the ROW, without a ROW permit or an encroachment agreement, and in excess of the submitted site plan. Staff issued a stop work order on April 24, 2024. Attachment 5 shows the fence at the time the stop work order was issued. Despite the stop work order, work continued on the fence, and it was completed the next day. Attachment 6 shows a picture of the fence at the time work was stopped. On April 25, 2024, the City sent a letter to Mr. Carrara ordering that he remove the fence. (Attachment 7). Mr. Carrara submitted an email to the City Manager on May 6, 2024, appealing the revocation of fence permit and order to remove the fence from City ROW (Attachment 8).

On May 9, 2024, Staff received a complaint about site visibility for trail users. The configuration of the driveway (which slopes down from the street to the lake) and the inability to see through the fence created a safety hazard for trail users because they could not see cars approaching from the driveway, and cars in the driveway did not have a view of trail users. Staff reviewed the complaint and determined the fence was an imminent safety issue to trail users due to lack of visibility. On May 10, 2024, Staff notified Mr. Carrara that the City planned to remove certain fence panels to mitigate the safety issue. Mr. Carrara asked the City to allow the fence panels to remain and, in the alternative, agreed to barricade his driveway. Staff agreed and the driveway was barricaded. On May 18, the Property owner removed fence panels addressing the immediate visibility concerns and Staff removed the barricades.

The fence permit application should have been denied. The fence is in City ROW. Private improvements such as fences are not typically allowed in City ROW since such structures limit the public's use to the ROW. If Staff had realized that the fence was in the ROW, the City would have required that Mr. Carrara apply for a ROW permit and Encroachment Agreement prior to issuance of a fence permit.

Secondly, the fence constructed was a six-foot privacy fence. Under the zoning code, six-foot fences are not allowed in the front yard. The maximum height allowed is four feet. Therefore, Mr. Carrara should have been required to obtain a height variance before building a six-foot fence.

Finally, the fence permit allowed Mr. Carrara to remove the City's split-rail fence. The split-rail fence that the City installed along numerous segments of the McCarrons pathway serves multiple purposes. It acts as a visual and physical barrier while not obstructing the view of the lake or, more importantly in this instance, the view from the Property's driveway of pedestrians and others using the trail. The split-rail fence also allowed for storage of snow to ensure snow could be cleared from the path so it could be used all year.

In addition to the permit being issued in error, the fence as-built greatly exceeds what was shown in the fence permit application. While the site plan does not contain any measurements of the proposed fence, the fence that was built is objectively larger. The larger fence, in addition to exceeding what was permitted, created a safety hazard at the driveway because the fence obstructed the view from the driveway of people on the pathway and vice versa. Finally, part of the larger fence (located east of Mr. Carrara's driveway) enters into property not owned by Mr. Carrara nor is considered ROW.

It should be noted that, although the fence permit could be issued with a ROW permit and encroachment agreement, Staff is unlikely to recommend a ROW permit for the proposed fence. Right-of-way permits are typically not issued for permanent private improvements that obstruct the ROW, such as fences. If a fence were to be considered, an encroachment agreement would need to be applied for and ultimately be approved by Council. Staff has no record of any private fences allowed in public ROW. In fact, Staff has in the past ordered fences found in the ROW to be removed. Two such examples are 2767 Iona Street and 2925 Rice St.

The six-foot privacy fence that was installed at 257 South McCarrons will cause numerous issues if it is allowed to remain. The fence replaced an existing City-owned split-rail fence only two feet off the pathway. The new fence will limit snow storage from plowing the street and pathway. The privacy fence is also at risk of damage from plowing or other maintenance in the ROW such as when Staff will need to repave the pathway in the future.

Policy Objectives

Appeals are governed by Zoning Code Sections 1009.08 and 1011.08.

Appeals of Staff decisions are considered by the City's Board of Adjustment and Appeals, as provided in Zoning Code Section 1009.08. Section 1009.08.A.1 states that "the appeal shall be submitted to the City Manager within 10 calendar days after the making of the order or decision being appealed". The appeal was submitted to the City Manager on May 6, 2024. Lastly, in accordance with Section 1009.08.B.3, the homeowner's attorney was provided notice on May 10, 2024, of a June 3, 2024 public meeting date. The homeowner hired a new attorney and they requested a delay in the appeal date so the public meeting was moved to June 17, 2024.

Racial Equity Impact Summary

There should be no equity impacts with this appeal.

Budget Implications

None.

Staff Recommendations

Deny Mr. Carrara's appeal of the revocation of the fence permit and require the fence be removed by July 8, 2024, based on the following findings:

1. The fence permit was issued in error.
2. The fence permit application did not include the location of all property lines as required by Roseville City Code Section 1011.08, A, 1.
3. The fence permit application sought to build a fence in the right-of-way without the required encroachment permit or agreement in violation of Roseville City Code Section 707.08.
4. The fence permit application was submitted for a six-foot fence in a front yard; however, the applicant had not received a variance of the four-foot height limitation under Roseville City Code Section 1011.08, A, 8.
5. The fence constructed did not reflect the fence depicted on the plans provided with the permit application.

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Requested Council Action

Adopt the Resolution provided as Attachment 12, upholding the Staff determination 1) revoking the fence permit; and 2) requiring the fence to be removed from the right-of-way no later than July 8, 2024.

Prepared by: Jesse Freihammer, Public Works Director

- Attachments:**
- 1. 257 South McCarrons Blvd parcel including property and ROW lines
 - 2. Image of potential fence that seems to match November 2021 discussion
 - 3. Fence Permit Application
 - 4. Fence Permit Application Site Plan
 - 5. Picture – Stop Work Order Issuance, April 24, 2025
 - 6. Picture – Completed Fence, April 25, 2024
 - 7. Letter from City to Eric Carrara –April 25, 2024
 - 8. Letter from attorney for Eric Carrara to City – May 6, 2024- Redacted
 - 9. Timeline
 - 10. Picture – Current Fence Condition – May 29, 2024
 - 11. Comments From Residents
 - 12. Resolution
 - 13. BENCH HANDOUT

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ADDRESS: 257 SOUTH MCCARRONS BLVD

Attachment 1

PID: 132923410047

OWNER: ERIC J CARRARA1654 JUNO AVESAINT PAUL MN 55116-1415



Prepared by: Engineering Department
5/17/2024

-  257 S McCarrons Blvd Property Line
-  Right-of-Way
-  Parcels

Data Sources
* Ramsey County GIS (5/1/2024)
* 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 such. 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 for use only for reference purposes only. The City does not warrant that the compilation information system (GIS) data used to prepare this map is error free, and the City will not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 10 20 30 40 Feet
257_SMcCarronsBlvdROW





B23-2147

Menu Reports Help

File Date: 11/08/2023

Initiated by Product: ACA

Address: 257 South McCarrons Blvd W Roseville MN 55113Application Status: Stop WorkApplication Type: Residential FenceDescription of Work: Replace existing city fence with a 6ft standard privacy fence

Project Name:

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
Applicant			<u>Mailing, 257 S McCarro...</u>	Active	<u>Eric Carrara</u>

Licensed Professionals:	Primary	License Type	License Number	Business Name	Name

Parcel No: 132923410047Owner Name: STEVEN L SCHROEDEROwner Address: 257 MCCARRONS BLVD S, ROSEVILLE, MN 55113

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	<u>Application Submittal</u>	Xao Vang	Accepted - Plan ReviewReq	11/08/2023	David Englund
	Planning Review	Bryan Lloyd			
	Tree Preservation	Bryan Lloyd			
	<u>Building Review</u>	David Englund	Approved	02/01/2024	Xao Vang
	<u>Engineering Review</u>	Abe Al-Qudah	Approved	11/14/2023	Abe Al-Qudah
	<u>Plans Coordination</u>	Xao Vang	Ready to Issue	02/01/2024	Xao Vang
	<u>Permit Issuance</u>	Xao Vang	Issued	03/12/2024	Xao Vang
	<u>Inspection</u>				
	Certificate of Occupancy				

Documents:	File Name	Document Group	Category	Description	Type	Docum
	<u>Doc5.docx</u>	BLDACA	Document		application/msword	Uploac
	<u>fence line.png</u>	BLDACA	Plans	Site plan with outline	image/x-png	Uploac
	<u>Records\Permit Card 20...</u>	BLD	Permit		application/pdf	Uploac
	<u>Show all</u>					

Job Value: \$0.00Total Fee Assessed: \$54.00Total Fee Invoiced: \$54.00Balance: \$0.00

Custom Fields: FENCE INFORMATION

Over 4 feet AND In front yard?

Yes

Abutting a lake?

Yes

HOMEOWNER AFFIDAVIT

Agree

✓

PERMIT DATES

Application Expiration Date

5/6/2024

Permit Issued Date

03/12/2024

Permit Expiration Date

10/21/2024

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status	Comments
	<u>Progress Check</u>	04/24/2024	Chris Bolstad	Site Visit	
	<u>Final</u>			Pending	

Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status	Comments

Application Comments:	View ID	Comment	Date

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By









April 25, 2024

Eric J. Carrara
1654 Juno Ave
St Paul, MN 55116

RE: Fence in the Right of Way - 257 South McCarrons

Dear Mr. Carrara:

As we indicated in our previous correspondence, the fence you constructed is in the city right-of-way (ROW) and was completed without the proper permits. Although you obtained a fence permit, you failed to obtain permission to construct in the ROW. Fences are not allowed to be constructed in the ROW without an encroachment permit. The City revoked your fence permit on April 25, 2024 as soon as it became known you failed to obtain proper permits to work in the ROW, yet you continued to work on the fence to its completion after the permit's revocation.

In addition to failing to obtain an encroachment permit to construct the fence, you installed additional sections of fence that are not depicted on the sketch provided with your permit application. Further, in order to construct your fence, you removed the existing fence owned by the City. For these reasons, you must remove the fence and reinstate the City's fence to its previous existing conditions by May 9, 2024. If you fail to remove your fence and reinstall the City's fence by May 9, 2024, the City will take actions to complete this work in our ROW.

While outside City-owned property, you should also be advised that it appears the newly constructed fence extends onto a third party's property (the area east of your driveway).

If you would like to arrange a meeting to discuss, please let me know your availability. I can be reached at 651-792-7041 or jesse.freihammer@cityofroseville.com.

Sincerely,

Jesse Freihammer, PE
Public Works Director

Encl:



May 6, 2024

Patrick Trudgeon

2660 Civic Center Drive

Roseville, MN 55113

Sent via email: Pat.Trudgeon@cityofroseville.com

Mr. Trudgeon,

I represent Eric Carrara in the issue involving the fence he erected on his property located at 257 South McCarrons Blvd. I am responding to the City of Roseville's revocation of his fence permit and demand that he removes the fence. This is his letter requesting an appeal.

Background

Mr. Carrara set out to build a privacy fence on his property running along a public sidewalk. Before doing so, he contacted the City Engineer with his plan. In November of 2023, he told the City Engineer that his plan was to remove the existing city fence and build his own six-foot privacy fence.

The Engineering Department confirmed that he would need a fence permit because it was a six-foot privacy fence and informed Mr. Carrara that he did not need any other permits for the project. The Department reviewed the plan for his fence and approved it. Following the approval, Mr. Carrara confirmed with the Department via email:

"I just want to confirm we are approved permit to remove the current city fence and replace with our own 6ft privacy fence?"

Following the approval from the City Engineer, Mr. Carrara applied for the fence permit with Roseville. In his permit application, Mr. Carrara specified that his plan was to "replace city fence with 6ftx8ft panel privacy [fence]" and that he would "assume maintenance on fence and upkeep, record property easement, etc." The design showed the fence would run the entire width of his property right along the sidewalk.

On March 12, 2024, Roseville issued Mr. Carrara a residential fence permit. The description of the work approved was: "Replace existing city fence with a 6ft standard privacy fence." Upon issuance of the fence permit, Mr. Carrara hired a contractor to install the fence consistent with the plan approved by Roseville.

In April of 2024, the work on the fence began pursuant to the permit issued by Roseville. The work was on track to be completed exactly as approved. The City fence was removed, and the privacy fence was installed.

After most of the work was completed, Jesse Freihammer of Roseville Public Works revoked the fence permit and ordered the work to stop. Via email, Mr. Freihammer claimed the stop order was issued and permit revoked because the permit application did not make it clear that

the fence would be placed in the right of way, and that the fence cannot be built without an encroachment agreement with Roseville. At that point, all that was left to do was install one fence panel and the driveway gate. Mr. Carrara complied with the stop order and paused the completion of the fence and gate.

An April 25, 2024 letter from Mr. Freihammer stated that the fence permit was revoked that day “as soon as it became known [Mr. Carrara] failed to obtain proper permits to work in the ROW.” The letter also claims that Mr. Carrara built more fence than he was permitted to build and that he improperly removed the City’s fence. Mr. Freihammer demanded the new fence be removed and that the old City fence be reinstalled by May 9, 2024. Mr. Freihammer stated that Roseville would remove the fence and bill Mr. Carrara for the removal if he did not comply.

Mr. Carrara attempted to work out a solution with Roseville officials. Mr. Trudgeon, the City Manager, stated: “It is my sense that right now you should focus on the removal of the fence. Once that is done, I believe we can have productive conversations about alternatives for locating a fence on your property.” Mr. Trudgeon offered an opportunity to file an appeal by May 6.

In the meantime, Roseville has taken steps to remove the fence. Roseville Code Compliance Officer, Chris Bolstad, contacted the same fence company who installed it for a quote to have it removed on May 10-13. Mr. Bolstad admitted via email that he did not know the linear footage of the fence. The fence company confirmed that Mr. Carrara was in discussions about having it removed if necessary.

Grounds for Appeal

Mr. Carrara is appealing Roseville’s revocation and demand to remove the fence because Roseville’s City Code does not authorize such actions. The City Code does not delineate a procedure for the revocation of fence permits within the City of Roseville. However, the reasons given by Roseville for revoking the permit were:

- (1.) Exceeding the scope of work approved;
- (2.) Removing the City fence; and
- (3.) Failing to secure a right of way permit and encroachment agreement.

These reasons will be addressed in turn.

First, the scope of work does not exceed what was permitted. The fence that was installed is exactly what was requested and approved—a 6 foot privacy fence that extends the width as depicted in the proposal and permit. Simply put, the fence was installed exactly in line with the approved diagrams and description of work. Roseville cannot post-facto revoke a permit simply because Mr. Carrara did the work that was permitted.¹

Second, the scope of work permitted by Roseville expressly included removing the City’s fence. Mr. Carrara confirmed with Roseville in November 2023 that he could remove the City’s fence to install his own. Mr. Carrara submitted a proposal to Roseville that states unambiguously that he would “replace City fence.” Roseville issued a permit that unambiguously and expressly states that the scope of permitted work was to “replace existing city fence.”

¹ Indeed, Roseville’s position that this fence extends beyond what was permitted lacks support. The Code Compliance Officer has conceded that Roseville does not know the linear footage of the fence and a large portion of the fence that was approved has not even been installed yet.

Consistent with the permit, Mr. Carrara's contractors replaced the City's fence. Again, Roseville cannot post facto revoke a permit because Mr. Carrara did exactly what was permitted.

Finally, Roseville does not have authority to revoke the fence permit and require demolition of the fence for failure to receive a right of way permit. Roseville City Code 901.12 states that a permit shall be required for work done in a public right-of-way, consistent with Section 707 of the City Code. Section 707 of the City Code outlines the procedure for obtaining a right of way permit.

According to Section 707.10, the Director "**shall** issue a permit" so long as the applicant has satisfied the requirements of Chapter 707. Therefore, Roseville has no authority to deny the right of way permit so long as Mr. Carrara meets the requirements of 707.

Mr. Carrara did not get a right of way permit or encroachment agreement because the Engineering Department, which processes Roseville's Encroachment Agreements, informed him that he would not need to prior to starting work. In any event, his failure to secure a right of way permit does not give Roseville authority to revoke his fence permit or require that he tear the fence down.

Instead, Roseville City Code Section 707.19 addresses exactly what the City of Roseville is authorized to do when a resident performs work in a right of way without first securing a permit. Under Roseville City Code 707.19, "WORK DONE WITHOUT A PERMIT":

"Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right of way must subsequently obtain a permit, and as a penalty pay double the normal fee for said permit, pay double all the other fees required by the Legislative Code, deposit with the Director the fees necessary to correct any damage to the right of way and comply with all of the requirements of this Chapter."

Therefore, if Mr. Carrara completed work within the right of way without a required permit, Roseville's remedy is to require that he get a right of way permit and make him pay double all fees "as a penalty." It has no authority to revoke any related permits or to tear down the fence. Roseville must follow the procedures outlined in its City Code. Mr. Carrara is entitled to a right of way permit upon application that addresses the requirements set forth in Chapter 707. Roseville may penalize him for performing work without a permit, but it cannot revoke the fence permit and it cannot require him to remove the fence. Please reinstate his fence permit and allow him to apply for a right of way permit.

Sincerely,



By: Matthew E. Anderson (ID#: 0397364)
Anderson Law Group PLLC
1010 Dale St. N.
St. Paul, MN 55117
651-253-2228 / matt@andersonlgnm.com

Fwd: Roseville ePermits: Engineering review update for permit B23-2147

Eric Carrara [REDACTED]

Tue 4/30/2024 10:34 AM

To: Matt Anderson <matt@andersonlgn.com>

----- Forwarded message -----

From: **Eric Carrara** [REDACTED]

Date: Tue, Nov 14, 2023 at 4:12 PM

Subject: Re: Roseville ePermits: Engineering review update for permit B23-2147

To: Roseville Engineering Department <engineering@cityofroseville.com>

Thank you Abe Al-Qudah for the additional information.

I just want to confirm we are approved permit to remove the current city fence and replace with our own 6ft privacy fence?

On Tue, Nov 14, 2023 at 12:49 PM Roseville Engineering Department <engineering@cityofroseville.com> wrote:

The Engineering Department has updated its review of Residential Fence permit B23-2147.

Address: 257 South McCarrons Blvd W Roseville MN 55113

Review status: Approved

Comments:

Please be advised that even though an Erosion Control, Grading & Stormwater permit is not required, applicants are still responsible for any potential soil erosion as a result of this project's activities. This project shall not change, modify or eliminate existing drainage patterns, unless approved in writing by the City. Additionally, any and all structural modifications including curb cuts and driveway minimum slopes need to meet City of Roseville minimum standards. Lastly, applicants are solely responsible for maintaining minimum set back requirements. Please call the Roseville Engineering department if you have any questions regarding this project at 651-792-7004.

Please note that additional review may be required from the Building department. You will receive additional emails regarding further steps in order to obtain your permit.

Questions or feedback regarding these review notes should be directed to:

Abe Al-Qudah

651-792-7046

abe.al-qudah@cityofroseville.com

--

Eric Carrara



CONFIDENTIAL: The information contained in this email communication is confidential information intended only for the use of the addressee.

Unauthorized use, disclosure or copying of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return email and destroy all copies of this communication, including all attachments.

--

Eric Carrara



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S Maccarons Blvd

City Walking Path

Driveway

*Replace city fence, with 6ftx8ft panel privacy and drive way gate fence made either of cedar or sever weather treated pine or similar.

Posts every 8ft with 24-36 in footings to hold fence

Will assume maintainence on fence and up keep, record property easement, etc

HOUSE

FENCE GATE ADN FENCE DESIGN



City of Roseville
2660 Civic Center Dr
Roseville, MN 55113
(651) 792-7080
Online Permits & Licenses:
<http://www.cityofroseville.com/ePermits>

Permit Number:

B23-2147

Permit Type:

Residential Fence

Date Issued:

3/12/2024

PERMIT

Address: 257 South McCarrons Blvd W

Property ID: 132923410047

Valuation: \$0.00

Description of Work: Replace existing city fence with a 6ft standard privacy fence

Applicant	Fee Description	Fee Amount
Eric Carrara Phone: License:	Fence Permit Fee	\$52.00
	Processing Fee	\$2.00
		\$54.00
AGREEMENT AND SWORN STATEMENT The work for which this permit is issued shall be performed according to: (1) the conditions of this permit; (2) the approved plans and specifications; (3) the applicable City approvals, Ordinances and Codes; and (4) the State Building Code. This permit is for only the work described and does not grant permission for additional or related work that requires separate permits. This permit will expire and become null and void if authorized construction is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work has commenced. The applicant is responsible for assuring all required inspections are requested in conformance with the State Building Code. Requests for permit refunds must be made within 180 days of the permit issuance date.		

INSPECTIONS

Inspections cannot take place until approved plans (if any) are on site.

Call **651-792-7080** or email inspection requests to permits@cityofroseville.com

Roof and Siding Permits: Photos must be emailed to pics@cityofroseville.com

Once received, inspections will be scheduled in the order received (applicant will receive email of scheduled date).

Inspection Type	Date	Inspector	Comments
Rough-In (if applicable)			
Final (required)			

This card must be posted and visible at all times until work is complete.

S Maccarons Blvd

City Walking Path

Driveway

*Replace city fence, with 6ftx8ft panel privacy and drive way gate fence made either of cedar or sever weather treated pine or similar.

Posts every 8ft with 24-36 in footings to hold fence

Will assume maintainence on fence and up keep, record property easement, etc

HOUSE

FENCE GATE ADN FENCE DESIGN





April 25, 2024

Eric J. Carrara
1654 Juno Ave
St Paul, MN 55116

RE: Fence in the Right of Way - 257 South McCarrons

Dear Mr. Carrara:

As we indicated in our previous correspondence, the fence you constructed is in the city right-of-way (ROW) and was completed without the proper permits. Although you obtained a fence permit, you failed to obtain permission to construct in the ROW. Fences are not allowed to be constructed in the ROW without an encroachment permit. The City revoked your fence permit on April 25, 2024 as soon as it became known you failed to obtain proper permits to work in the ROW, yet you continued to work on the fence to its completion after the permit's revocation.

In addition to failing to obtain an encroachment permit to construct the fence, you installed additional sections of fence that are not depicted on the sketch provided with your permit application. Further, in order to construct your fence, you removed the existing fence owned by the City. For these reasons, you must remove the fence and reinstate the City's fence to its previous existing conditions by May 9, 2024. If you fail to remove your fence and reinstall the City's fence by May 9, 2024, the City will take actions to complete this work in our ROW.

While outside City-owned property, you should also be advised that it appears the newly constructed fence extends onto a third party's property (the area east of your driveway).

If you would like to arrange a meeting to discuss, please let me know your availability. I can be reached at 651-792-7041 or jesse.freihammer@cityofroseville.com.

Sincerely,

Jesse Freihammer, PE
Public Works Director

Encl:







257 S. McCarrons Blvd.

Permit B23-2147

November 08, 2023

- Property owner submitted application and site plan for construction of fence.

November 14, 2023

- Review approved by Engineering Department.

February 1, 2024

- Building Department approved review and made ready to issue.

March 12, 2024

- Permit was issued.

April 23, 2024

- Approximate date of construction.
- City staff received concerns about project.

April 24, 2024

- Staff observed work without an approved Encroachment Agreement and exceeding scope of issued permit.
- Stop Work Order posted on property and email correspondence sent to permit holder.
- Permit revoked.

May 6, 2024

- Appeal of staff decision sent to City Manager.
- Appeal hearing set for June 3, 2024.



PUBLIC COMMENTS

From: William Bockenkamp [REDACTED]
Sent: Wednesday, May 29, 2024 7:36 PM
To: *RVCouncil <city.council@cityofroseville.com>
Cc: [REDACTED]
Subject: Comments on the New Fence at 257 McCarrons Blvd South

Roseville City Council Members,

In October 2022 my wife and I purchased a home at 257 McCarrons Place W lot #2 (across the street the new ugly fence on 257 McCarrons Blvd S) from the Enclave at McCarron Lake Ovation Homes company. The deciding factor for this purchase was the sweeping panoramic view and rural charm of the Lake McCarron neighborhood. Were it not for this view, we would not have purchased a home in Roseville Minnesota.

Along the entire southern border of Lake McCarron there is a wooden split rail fence. The vibe of the natural looking fence is that of a rural – country ambiance. Many days we observe various low flying birds along the edges of the lake. Birds such as mallard ducks, loons and bald eagles.

Now the split rail fence ends at the 600 block of McCarrons BLVD south and a large solid 6 foot plastic fence has been newly erected further west. The fence has transformed the rural country ambiance to an industrial office park feel.

The neighborhood is now blighted by this 6 foot solid plastic fence. A fence that could diminish property values of home owners all along McCarrons BLVD south neighborhood. Many of the residents are seniors (such as ourselves), living on fixed incomes with much of their monetary self worth tied up in the equity of their homes. The plastic fence could put their financial future at risk.

The plastic fence has no practical purpose. Security concerns of the Carrara family can be better addressed by other means. For example, the formation of a neighborhood watch. The Carrara's south facing view from their home could be improved by cooperative planting of native plants by the Enclave at McCarrons lake HOA and the city of Roseville.

My wife and I therefore petition the city of Roseville to mandate removal of the plastic fence.

Regards,

William Bockenkamp and Anna Fu

The Enclave at McCarrons Lake Association

City of Roseville

June 9, 2024

2660 Civic Center Drive

Roseville, MN 55113

Attn: Pat Trudgeon, City Manager Via Email

city.council@cityofroseville.com>,

Pat.Trudgeon@cityofroseville.com>

RE: Improper Fence Construction

257 McCarrons Blvd S

Roseville, MN

Mr. Trudgeon:

We are writing to express our concerns regarding the construction of a fence along the northerly Right of Way at 257 McCarrons Boulevard S, Roseville, MN 55113.

Our Association

Our Association consists of 20 villa homes on the south side of McCarrons Boulevard. We are a fairly new development, approximately 50% built out, and have come to enjoy the location, parks and lakes in the vicinity. We are very happy to be residents of Roseville, with all the amenities it has to offer. One of the greatest features is the access to Lake McCarrons, and the beautiful view provided to us from our homes.

The Fence Issue

Recently, the owner of the property at 257 McCarrons Boulevard S. constructed a 6' high fence along the north right of way of McCarrons Blvd. that has affected our development greatly. It effectively screens about 25% of our homes from a view of the lake. The location of the fence is shown on the attached graphic.

ASSOCIATION OFFICE

13605 1ST AVE N PLYMOUTH MN 55441

T 612-889-4787

It is our understanding that the fence was not constructed to City code and permit requirements, and the Owner has been instructed to remove the fence, but this has not yet happened.

The following are our concerns that directly affect our development, the safe use of the trail, and a safe driveway entrance:

1. A section of the fencing that was constructed east of the driveway is actually on or adjacent to the Association-owned lakefront property and should be removed immediately, and the pre-existing split rail fence reinstalled.
2. The remainder of the fence appears to be an encroachment on the McCarrons Blvd. Right of Way and is not in conformance with the City Code.
3. The code provides for a fence height of 4 feet with a standard permit. The fence as constructed is 6 feet in height, which requires a variance. No variance was obtained.
4. The installation of this fence creates a hazardous condition because of proximity, grade, and location of the trail, with difficult sightlines for bicyclists and pedestrians on the trail as well as poor visibility for oncoming vehicles, and creation of an area in which someone intending harm to others could hide/lurk. No solid or screening fence should be allowed at this location.

We request that the City take action immediately to require the Owner to remove this illegal fence and restore the area to the preexisting condition, consistent with the open, inviting character of the McCarrons Lake Neighborhood.



Roger A Anderson

Association Manager

Attch: Fence Exh and Photos

CC Mayor Roe
Councilmembers Etten, Groff, Schroeder, and Strahan
All Association Residents





General Appearance of Fence



Posts/Fence on HOA Property

From: Roger Anderson [REDACTED]
Sent: Monday, June 10, 2024 8:01 PM
To: Pat Trudgeon <Pat.Trudgeon@cityofroseville.com>; *RVCouncil <city.council@cityofroseville.com>
Cc: 233 Susan Follett [REDACTED]; 217 Jon Barstad [REDACTED]; 217 Katlyn Barstad [REDACTED]
Subject: 257 McCarrons Fence Issue- letter of Protest of existing fence

Caution: This email originated outside our organization; please use caution.

Mr. Trudgeon. Mayor, and City Council

Please see the attached letter regarding the non-conforming fence recently constructed at 257 McCarrons Blvd.

Our Association is deeply concerned regarding the construction of this fence and will be appearing at the next Council meeting to discuss this item.

Please acknowledge receipt of this email.

Roger Anderson

Assoc Manager
The Enclave at McCarrons Lake Association.

If you think you can, you can. If you think you can't. your right!

From: Mary Ann Journey [REDACTED]
Date: June 11, 2024 at 10:16:41 AM CDT
To: Pat Trudgeon <Pat.Trudgeon@cityofroseville.com>
Subject: ugly fence at 257 McCarron Blvd S on McCarron Lake

You don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

We are Bill and Mary Ann Journey. We live at 338 S. McCarron Blvd in Roseville. Bill was born at this address. Together we bought the property in September of 1973. Basically Bill has lived here 82 years and together we have lived here for the last 51 years.

We remember when the city did the big job of putting the path around the lake and the fence with it. It was a wonderful addition to the Roseville community and used by many every day. The existing public fence is lovely and fits in well with the lake and its surroundings.

We don't understand how you could allow the huge fence that recently went up at 257 McCarron Blvd S. It is an eye sore and prevents the lovely visual access to the lake for those of us who walk by there daily. You cannot grant just one homeowner the right to tear down a public fence on public property. Are you prepared to allow anyone who has a similar idea to do the same?

Perhaps you don't realize that the property with the fence is listed on Airbnb for about \$1000 a night. Assuming that they got a permit for the fence from you, you granted special permission to a party that doesn't live in the property and aren't even legitimate residents. Whatever reason they gave you for this, it doesn't supersede the good of the community.

I urge you to require the homeowners at 257 McCarron Blvd S. to replace the new fence with the fence that everyone else has. Restore it to the original fence.

Bill and Mary Ann Journey

June 11, 2024

Mayor Dan Roe and Councilmembers
CC: City Manager, Pat Trudgeon

RE: Neighborhood Opposition to Fence at 257 McCarrons Blvd. S., Roseville, MN

Mayor Roe and Councilmembers,

Thank you in advance for your time and thoughtful consideration.

Current homeowner/residents at the ENCLAVE at McCARRONS LAKE, as well as our community's developer, builder, and representing realty agency oppose the recently installed fence at 257 McCARRONS BLVD. S. In addition, neighbors who are not part of the ENCLAVE but live on or near the lake have joined us in opposition. On behalf of these parties, I will express our views.

1. CHARACTER of McCARRONS LAKE NEIGHBORHOOD

We homeowners were drawn to reside in Roseville and purchase our homes near McCarrons Lake because of the character and culture of the city's neighborhoods and the safety and suitability of lakes and parks for recreational activity.

Since moving here, we have happily observed the emphasis the city places on preserving this character, culture, safety, and suitability. For example:

- The "Variance Application and Review Process" states that a "variance, if granted, will not alter the essential character of the locality."
- While the "2018 Management Plan" focuses on the health of the lake itself, passages such as "...aesthetics for the public and landowners that enjoy the lake" speak to the idea that preservation of the character of Roseville neighborhoods is a guiding principle for the City of Roseville.

2. GUIDELINES and SAFETY CONSIDERATIONS

We oppose the installation of any fencing by homeowners which is not on said homeowner's property or presents risk to others.

- The fence recently installed at 257 McCARRONS BLVD. S. sits on:
 - City right-of-way to the west side of the driveway
 - Property owned by the ENCLAVE HOMEOWNERS ASSOCIATION on the east side of the driveway

Such placement violates "Residential Fence Guidelines:"

- #9: "A fence, including post holes, must be located completely within property boundaries."

- #11: “Locating property lines is the responsibility of the property owner.”
- The height, non-transparency, and placement of this fence present safety risks.
 - We understand there was a near-miss with a child crossing the sidewalk of the driveway. The temporary fix of removing slats from three sections of the fence on either side of the driveway increases visibility for vehicles entering or leaving. While this should lessen the safety risk for children, adults, and animals crossing the driveway on the sidewalk, it is only a temporary solution.
 - We see another potential safety issue. The height, non-transparency, and placement of the fence could allow someone to hide behind the fence, surprise a passer-by, and cause them harm facilitated by the element of surprise.

3. RIGHTS and PRIVILEGES of OTHERS

We oppose the installation of any fencing which would restrict enjoyment of the lake by everyone who resides in or visits the McCarrons Lake neighborhood. This includes both:

- Homeowners whose ability to use and enjoy their residences as lakeview homes—the understanding with which they were purchased—would be diminished by obstruction of the lake.
- The countless walkers, runners, and bicyclists who make their way around McCarrons Lake each day, their gaze turning frequently to take in the lake’s beauty and character as they go.

All homeowners on the north side of McCARRONS PLACE WEST now have views of the lake from within their homes (first-floor views) and from their backyards (ground-level views) that are virtually completely restricted or partially so—rather than lake views as purchased.

The worst-case restriction has befallen the homeowners at 257 McCARRONS PLACE WEST. From both their backyard patio and all windows on the north side of their home, they can no longer enjoy a view of the lake without the fence taking up the bulk of that view.

Prior to the installation of the six-foot non-transparent fence at 257 McCARRONS BLVD. S., all fencing around McCarrons Lake was lower, open three-rail distressed wood fencing that blends in so seamlessly with the environment as to go almost unnoticed. This fence stretched:

- The length of McCARRONS BLVD. on the south side of the lake
- Along Reservoir Park
- Along McCARRONS BLVD. on the north side of the lake, between some houses and the street

The six-foot non-transparent black fence now stands out in stark contrast: an unwelcoming, veritable wall that extends the length of five lots of the ENCLAVE at McCARRONS LAKE. The effect is to markedly damage the character of that area on the south side of the lake. Indeed, the character of the lake as a whole, since the fence is visible from one or more homes on the north side.

In addition, we fear that allowing one property owner to install a lakeview-obstructing fence establishes a dangerous precedent, which could lead to installation of more such fences and further restrictions on the rights and privileges of others to enjoy Lake McCarrons.

4. PROPERTY VALUE

We oppose the installation of any fencing or structure which would negatively impact property values of nearby homes. Obstructing views of the lake and destroying the character of the lake community will certainly have a negative impact on property values.

We strongly urge you to take the time, prior to the 6/17/24 Council meeting, to view the fence at 257 McCARRONS BLVD. S. Park your car and come and stand in the backyards of lots #1-5. Knock on our doors. We will be more than happy to invite you in to see the views from inside.

PHOTOS—Before and After:

We hope you will come by and see for yourselves. However, in lieu of that, here are some photos comparing before and after installation of the fence at 257 McCarrons Blvd. S.

1. Before View: From Enclave

Shows a wide view of the open, low three-rail distressed wooden fence in place around portions of Lake McCarrons and along Reservoir Park (as mentioned in Section 3 above)—*except for* the stretch with the six-foot, non-transparent black fence now standing between the home at 257 McCarrons Blvd. S. and lots #1-5 of the Enclave at McCarrons (across McCarrons Blvd. S.).



2. Current View: From Ground-level Enclave Lots

Shows the current ground-level view from several of the five Enclave lots which are most significantly impacted by the fence at 257 McCarrons Blvd. S.



3. **Before View:** Lake McCarrons Southside

Shows a closeup view of the open, low three-rail distressed wooden fence in place around portions of Lake McCarrons and along Reservoir Park (as mentioned in Section 3 above)—*except for* the stretch with the six-foot, non-transparent black fence now standing between the home at 257 McCarrons Blvd. S. and lots #1-5 of the Enclave at McCarrons (across McCarrons Blvd. S.).



4. **Current View:** Walker Passing Fence

Shows what walkers, runners, and bicyclists see as they pass the length of the current fence at 257 McCarrons Blvd. S. Look behind the branch to see a walker.



Fence at 257 McCarrons Blvd. S.

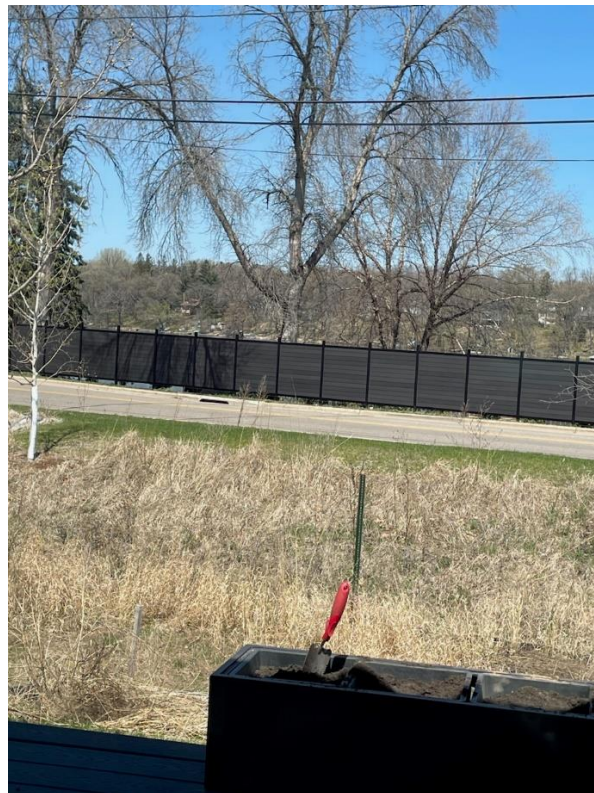
5. **Before View:** 257 McCarrons Place West

Shows “before” view from the ground-level patio of the Enclave home at 257 McCarrons Place West, which is lot #2 of the five most significantly impacted by the current fence at 257 McCarrons Blvd. S.



6. **Current View:** From Patio 257 McCarrons Place West

Shows the current view from the ground-level patio of the home at 257 McCarrons Place West, which is lot #2 of the five most significantly impacted by the current fence at 257 McCarrons Blvd. S.



CLOSING

We, therefore, oppose any variance, vacation, or easement of the rights-of-way currently violated by the recently installed fence at 257 McCARRONS BLVD S and ask that it be taken down. And we strongly encourage a cooperative effort to ensure that corrective action addresses our views as stated above, thereby preserving the essential welcoming character of the McCarrons Lake neighborhood.

We are grateful for your time and attention.

Respectfully,

Susan Follett and Gary Dion

249 McCarrons Place West
Roseville, MN 55113

Anna Fu and Will Bockencamp

257 McCarrons Place West
Roseville, MN 55113

Steve Alsip

Ovation Homes, LLC
7760 France Ave S, Suite 1100
Edina, MN 55435

Amy Tolbert

261 McCarrons Place West
Roseville, MN 55113

Jon and Kat Barstad

217 McCarrons Place West
Roseville, MN 55113

These neighbors are not part of the ENCLAVE at McCARRONS but wish to be included in support of our message:

Stephanie and Tom Elko

267 Roma Ave
Roseville, MN 55113

Vanessa Swenby

264 Roma Ave
Roseville, MN 55113

Sherry and Rick Sanders

South McCarrons Blvd.
Roseville, MN 55113

Gloria Johnson

451 South McCarrons Blvd.
Roseville, MN 55113

Bill Journey

South McCarrons Blvd.
Roseville, MN 55113

Renee Pardello

382 North McCarrons Blvd.
Roseville, MN 55113

Input for 6/17 City Council meeting re: Privacy fence at 257 S. McCarrons Blvd

Su Love [REDACTED]

Wed 6/12/2024 12:15 PM

To:*RVCouncil <city.council@cityofroseville.com>;Pat Trudgeon <pat.trudgeon@cityofroseville.com>

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Dear Mayor Roe and Council members,

I have lived at 294 Roma Ave for seven years. I object to the privacy fence installed at 257 S. McCarrons Blvd along the public walking path.

I walk along the lake on the public path two or three times every day, specifically for the view of the lake. This walking path with a view of the lake is the reason I made my home here.

I object to the fence because it

obstructs the view entirely, being a solid black 6 foot fence

changes the character of the lake and park by being not only unwelcoming but foreboding

they removed (destroyed) the city owned fence that was there

I suspect because the city owned fence was there that it was on city property; if I'm right, then the new fence is on city property

it presents a safety hazard to walkers because an attacker could easily hide behind this fence

it sets a bad precedent for the possibility of other lakeshore owners to install a privacy fence

Sincerely,

Susan Love

294 Roma Ave

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 17th day of June, 2024, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION OF DECISION OF THE BOARD OF ADJUSTMENTS AND APPEALS
CONCERNING THE APPEAL BY ERIC CARRARA OF 257 SOUTH MCCARRONS
BOULEVARD TO REVOCATION OF A FENCE PERMIT
AND ORDER TO REMOVE A FENCE**

WHEREAS, on November 8, 2023, Property owner, Eric Carrara, made application for a fence permit to construct a six-foot privacy fence at 257 South McCarrons Boulevard (the "Property"); and

WHEREAS, the permit application included a site plan that did not identify the location of property lines or right-of-way lines; and

WHEREAS, had the site plan identified the location of property lines and right-of-way lines, it would have shown that the fence was to be constructed in City right-of-way; and

WHEREAS, in order to construct in the right-of-way, the Roseville City Code Section 707.08 requires a permit to obstruct the right-of-way, and the City also requires an encroachment agreement between the applicant and the City; and

WHEREAS, the applicant did not obtain a right-of-way permit and the applicant did not enter into an encroachment agreement with the City; and

WHEREAS, the site plan depicted a front-yard fence which the application stated was to "replace existing city fence with a 6ft standard privacy fence"; and

WHEREAS, in accordance with Zoning Code Section 1011.08 fences in front yards may not exceed four feet in height; and

WHEREAS, the applicant did not obtain a variance in order to build a front-yard fence taller than four feet; and

WHEREAS, on March 12, 2024, City staff approved the permit application; and

36 WHEREAS, construction of the fence began on or about April 23, 2024, and immediately
37 upon construction City staff realized that the permit was issued in error because the fence was
38 being constructed in the right-of-way and the Property owner had not obtained a right-of-way
39 permit and had not entered into an encroachment agreement with the City; and

40 WHEREAS, the fence being constructed did not match the submitted plans which
41 depicted a fence that did not abut or cross the driveway at the Property and did not continue west
42 of the driveway; and

43 WHEREAS, on April 24, 2024, City staff issued stop work order for the fence
44 construction, but work continued on the fence until completion the next day; and

45 WHEREAS, on April 25, 2024, City staff sent a letter to Mr. Carrara revoking the fence
46 permit and ordering removal of the fence; and

47 WHEREAS, on May 6, 2024, Mr. Carrara filed an appeal of the revocation of the fence
48 permit and order to remove the fence; and

49 WHEREAS, Mr. Carrara's attorney, who submitted the appeal on his behalf, was notified
50 of the City's intent to place the appeal on the City Council's May 20th meeting; and

51 WHEREAS, Mr. Carrara's attorney indicated he had a conflict with the May 20th meeting
52 date; and

53 WHEREAS, at Mr. Carrara's attorney's request, the hearing on the appeal was scheduled
54 for June 3, 2024; and

55 WHEREAS, Mr. Carrara hired a new attorney who indicated he had a conflict with the
56 June 3rd meeting date; and

57 WHEREAS, at Mr. Carrara's attorney's request, the hearing on the appeal was scheduled
58 for June 17, 2024; and

59 WHEREAS, a public meeting date was scheduled for June 17, 2024, consistent with the
60 requirements under Section 1009.08.B.3; and

61 WHEREAS, on June 17, 2024, a public meeting was held by the City Council, acting as
62 the Board of Adjustment and Appeals, to hear the appeal and issue a decision; and

63 WHEREAS, Mr. Carrara was permitted to present testimony, documents, and arguments
64 in favor of his appeal.

65 NOW, THEREFORE, BE IT RESOLVED that the Board of Adjustment and Appeals of
66 the City of Roseville **affirms** the revocation of the fence permit issued for the Property and also
67 **affirms** the order to remove the fence based on the following findings:

- 68 1. The fence permit was issued in error.
- 69 2. The fence permit application did not include the location of all property lines as
70 required by Roseville City Code Section 1011.08, A, 1.
- 71 3. The fence permit application sought to build a fence in the right-of-way without the
72 required permit to obstruct the right-of-way and encroachment agreement in violation
73 of Roseville City Code Section 707.08.

- 74 4. The fence permit application was submitted for a six-foot fence in a front yard;
75 however, the applicant had not received variance of the four-foot height limitation
76 under Roseville City Code Section 1011.08, A, 8.
77 5. The fence constructed did not reflect the fence depicted on the plans provided with
78 the permit application.

79 AND BE IT FURTHER RESOLVED that the Board of Adjustment and Appeals of the
80 City of Roseville orders removal of the fence no later than July 8.

81 The motion for the adoption of the foregoing resolution was duly seconded by Member ,
82 and upon a vote being taken thereon, the following voted in favor thereof: , ,
83 , and Mayor .

84 and the following voted against the same: .

85 HEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 17th day of June, 2024, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 17th day of June, 2024.

SEAL

Patrick J. Trudgeon, City Manager

From: noreply@civicplus.com
To: *RVCouncil; Rebecca Olson; Pat Trudgeon
Subject: Online Form Submittal: Contact City Council
Date: Thursday, June 13, 2024 2:29:40 PM

Caution: This email originated outside our organization; please use caution.

Contact City Council

Please complete this online form and submit.

Subject	simply and cheap solution to the fence at 257 mc carron's blvd
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Contact Information

Name:	roger b hess jr
-------	-----------------

Address:	1906 wagener place
----------	--------------------

City:	roseville
-------	-----------

State:	MN
--------	----

Zip:	55113
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This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? Remember to fill in the corresponding contact information.	No Reply Necessary
---	--------------------

Email Address:	
----------------	-------------

Phone Number:	
---------------	-------------

Please Share Your Comment, Question or Concern	councilmember, this is my brother's solution to the fence at 257 mc carron's blvd, so maybe you will consider this: let the new fence stand as is. then you decide to build your own city split rail fence to replace the property owner's fence. if the property owner could replace the city fence, then now, in turn, the city can replace the property owner's fence with a new city fence.
--	--

this solution, we believe, would be much cheaper than going to court, which will probably happen, since it appears that the property owner has a good case.

then, if after the new city fence is built, the property owner tries to build a second, new fence, you can deny it, as you should have done in the first place.

also, nothing in the packet mentions that the city considers the road side of this property to be the rear of the property, rather than the front, so a 6 foot privacy fence is allowed there. you need to update your fence ordinance so that even though the shore side of lakeshore property is considered the front yard, that even lakeshore property needs to follow the front yard fence regulations when the rear yard faces a road. the road side of this property and all lakeshore properties should have to follow the front yard fence regulations. so, update your ordinance!

good luck!

roger
roger hess jr

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Email not displaying correctly? [View it in your browser.](#)

From: [Diane Hilden](#)
To: [REDACTED]
Subject: Re: Fence at 257 S McCarrons Blvd
Date: Monday, June 17, 2024 10:56:01 AM
[Pat Trudgeon; *RVCouncil](#)

Some people who received this message don't often get email from dianemhilden@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Thanks for the reminder.

The Juneteenth Event last weekend was super. Such friendly faces from all who attended, a very welcoming event. Thanks to all the planners and volunteers and DoGood Roseville that planned this event. Myself and granddaughters especially enjoyed the dance team. Maybe next year they can circle the booths and encourage others to dance with them and around the area for a "happening". Gosh I hope that this event gets great press from our city and local press.

Hope to attend the City Council meeting tonight to voice my opinion about the illegal construction of that horrid fence at 257 South McCarrons. It is clearly NOT a privacy fence, NOT legal, dangerous and an example of the problems caused by Airbnb businesses invading neighborhoods. Without careful and legal restrictions by the City of Roseville with the input of Roseville citizens regarding these businesses within neighborhoods more problems menacing our city are inevitable. I had the opportunity to discuss my concerns and those of many of my neighbors in SE Roseville with several members of the Roseville City Council and City Manager Pat Trudgeon in person recently. Thankfully they seemed in agreement with me and many McCarrons neighbors regarding this matter.

Diane Hilden
466 Bayview Drive

From: [Joe Linn](#)
To: [*RVCouncil](#); [Pat Trudgeon](#)
Subject: Opposition to privacy fence at 257 S McCarrons
Date: Friday, June 14, 2024 4:08:09 PM

[Some people who received this message don't often get email from joe-linn@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Caution: This email originated outside our organization; please use caution.

We support the City Council's action requiring the removal of the new privacy fence at 257 S McCarrons.

We have lived at 318 S McCarrons for 28 years. During that time, one of our favorite things about living here is the beautiful views of Lake McCarrons. The privacy fence at 257 S McCarrons is an eyesore and a safety hazard. Its industrial appearance completely changes the character of the neighborhood. It poses a safety hazard for people on the walking path when a car is driving out of the property.

It must be particularly distressing for residents who purchased the new houses at the Enclave development across the street from the fence. They purchased homes with a beautiful view of the lake and now their lake view has been replaced with the view of an ugly fence. I know how much we have enjoyed sitting in our home and viewing the lake for these 28 years and we'd certainly be distressed if someone blocked our view.

Thanks.

Joe Linn and Jody Lulich

Sent from my iPad

From: noreply@civicplus.com
To: *RVCouncil; [Rebecca Olson](#); [Pat Trudgeon](#)
Subject: Online Form Submittal: Contact City Council
Date: Sunday, June 16, 2024 5:43:16 PM

Caution: This email originated outside our organization; please use caution.

Contact City Council

Please complete this online form and submit.

Subject	possible errors in resolution concerning fence on mc carron's
---------	---

Contact Information

Name:	roger hess jr
-------	---------------

Address:	1906 wagener place
----------	--------------------

City:	roseville
-------	-----------

State:	MN
--------	----

Zip:	55113
------	-------

This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? Remember to fill in the corresponding contact information.	No Reply Necessary
---	--------------------

Email Address:	
----------------	-------------

Phone Number:	
---------------	-------------

Please Share Your Comment, Question or Concern	councilmember, i believe these are possible errors concerning the resolution for the fence at 257 south mc carron's blvd: line 41: last word "west" should be "east"??? line 80: in addition to removing the new fence, shouldn't the property owner be ordered to construct a new split rail fence, similar to the one they removed???
--	---

still seems easier to let him have his fence and the city then remove it and construct a new split rail, city-owned fence. wouldn't have to worry about going to court and a fence must be cheaper than lawyers, especially if you lose in court and have to pay the defendant's lawyer, too.

take care,
roger
roger hess, jr.

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Email not displaying correctly? [View it in your browser.](#)

From: [Magi Korder](#)
To: [*RVCouncil](#); [Pat Trudgeon](#)
Subject: Input for 6/17/24 City Council Meeting: Fence at 257 McCarrons Blvd S.
Date: Sunday, June 16, 2024 9:07:35 PM

Some people who received this message don't often get email from mkorder01@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Hello Mayor Roe and Councilmembers,

My husband and I live on South McCarrons Blvd and we live two houses down from 257. We have lived here for 7 years. I am writing to ask you to have the fence taken down at 257 McCarrons Blvd S. As well as having the property owner pay for the replacement of the city fence they removed.

I have reviewed all of the documents connected to the meeting and have a few comments and concerns:

This first section is in response to the letter Mr. Carrara's Lawyer submitted. But I saw on the city council agenda page that document is redacted. I am not sure if that means you will or won't be considering the letter in your decision. If you are considering the letter, this first section is in response. If you are not, please disregard this section and go to section 2.

1. MISLEADING PERMIT AND FENCE REMOVAL:

Mr. Carrara's lawyer is trying to use 707.19 city code (listed below) as an argument that the council cannot revoke his permit. In reviewing his permit and site plan, it seems he was given a permit for a much smaller fence than what was put up. So, no "necessary permit" was obtained for a large portion of the fence put up. And he did not obtain the "necessary permits" for a fence in the Right-of-way (ROW). So, according to this code (707.19) the owner needs to "deposit with the Director the fees necessary to correct any damage to the right of way". And my interpretation of "correcting any damage to the right of way" would be needing to take down the fence illegally placed there and replacing the existing fence. So, it would seem to me that the city does not even need to revoke the permit because the necessary permits were not even obtained and that according to this code the repair costs would fall to Mr. Carrara.

This is the city code I have mentioned:

707.19: WORK DONE WITHOUT A PERMIT:

Non-emergency Situations: Except in an emergency, any person who, without first having obtained the **necessary** permit, obstructs or excavates a right of way must subsequently obtain a permit, and as a penalty pay double the normal fee for said permit, pay double all the other fees required by the Legislative Code, **deposit with the Director the fees necessary to correct any damage to the right of way** and comply with all of the requirements of this Chapter.

2. SAFETY:

The main reason I would like to see the fence taken down is because of the safety concern it creates. Within the first days of it being put up a child was almost hit by a car leaving the property's driveway. The fence blocks the view of both pedestrians on the city trail/sidewalk as well as cars leaving the driveway and on the road. This trail around Lake McCarrons is an especially busy path, more so than even other city sidewalks, creating an even higher chance of someone getting hurt.

3. PRECEDENT:

I also think allowing this fence to remain creates some precedents. A dangerous one of allowing fences over four feet in a front yard. Which I believe would create in some places in Roseville dangerous driveways as well as an unwelcoming community. It would also create a precedent of allowing fences in a right-of-way. Which I know were created so the city could have access to property for community improvement and upkeep. In the case of the trail around Lake McCarrons, we need the fence to be removed because, as I understand, one of the main maintenance tasks that the fence is obstructing is the ability to do snow removal properly. And therefore, making the trail a less accessible community resource in the winter.

4. COMMUNITY GOOD VS INDIVIDUAL BENEFIT:

I believe if this fence remains up it would not be in alignment with City Council precedent. It was mentioned in the last council meeting on June 3rd that the council felt that it should vacate some undeveloped alleyways because not all citizens in Roseville were receiving the same benefits as these residents were, with having the city pay for maintenance of trees and land in the undeveloped alley. In the case of this fence, many community members have expressed concern of the safety, the impediment of city upkeep as well as the impact of community character and property value. To me, it seems clear that in keeping this fence up in the city Right-of-way it would only benefit one individual and have a negative impact on the wider community.

Thank you so much for hearing my thoughts and concerns,
Magi Korder
286 McCarrons Blvd S.
Roseville, MN 55113

P.S. If someone could please reply to let me know this letter was received. Thank you.

From: [Andrew Montain](#)
To: [*RVCouncil](#); [Pat Trudgeon](#)
Subject: Input for 6/17/24 City Council Meeting: Fence 257 McCarrons Blvd S.
Date: Sunday, June 16, 2024 9:18:57 PM

Some people who received this message don't often get email from andrewmontain@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Hello Mayor Roe and Councilmembers,

I have discussed the fence at 257 S McCarrons Blvd with my wife Magi Korder since it went up. She has sent an email on 6/16 as well. I agree with what they have written and expect the city will take steps to see the fence removed.

Thanks for your consideration and service,

--

Andrew (or Andy) Montain. Pronouns: his/him.

From: [William Peisert](#)
To: [*RVCouncil](#)
Cc: [Pat Trudgeon](#)
Subject: Input for 6/17/24 city council meeting: fence at 257 McCarrons Blvd S
Date: Thursday, June 13, 2024 4:44:37 PM

Some people who received this message don't often get email from myvibe255@msn.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

My husband and I have lived at 465 Woodruff for 14 years. We are requesting the removal of the fence recently installed at 257 S McCarrons Blvd.

The fence erected at 257 obstructs the view of the lake as you enter from Rice St. Instead of seeing a beautiful vista you are immediately struck by a cold hard wall. I can only imagine how property owners at that end of the lake feel about their view being taken from them without any input. As originally constructed it also causes a safety hazard by obstructing views of the pedestrian walkway as cars leave the property.

We are concerned that if the fence is allowed to remain that it may be a catalyst for other property owners to do as they will with easements that belong to the city, or by extension, taxpayers. At the very least the owners should have requested a variance from the city before proceeding instead of just hoping there would be no fallout.

Sincerely,

Bill Peisert
Wes McClain
465 Woodruff Ave
Get [Outlook for Android](#)

From: noreply@civicplus.com
To: *RVCouncil; Rebecca Olson; Pat Trudgeon
Subject: Online Form Submittal: Contact City Council
Date: Friday, June 14, 2024 7:27:02 AM

Caution: This email originated outside our organization; please use caution.

Contact City Council

Please complete this online form and submit.

Subject	Fence on South McCarrons
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Contact Information

Name:	Sarah Gutierrez
-------	-----------------

Address:	421 Crescent Ln
----------	-----------------

City:	St Paul
-------	---------

State:	MN
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Zip:	55113
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This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? Remember to fill in the corresponding contact information.	No Reply Necessary
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Email Address:	
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Phone Number:	Field not completed.
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Please Share Your Comment, Question or Concern

Good morning,

As a homeowner who has been through the fence permit process, I am wondering why 257 S. McCarron's was allowed to install a tall privacy fence between the road and the lake. We are not allowed tall, privacy fences in our front yards. This fence looks like a gated community, privatizing lake views, It neither looks friendly nor neighborly. How is this benefiting our community? On what grounds was this approved? Were neighbors consulted/notified?

There are many homes with their lake access across the road in S. McCarron's. Would this fence be a precedent so that eventually, none of the lake would be visible from the road? Many of us walk around the lake daily. Are we now to be "told" that the lake view is for lake access owners only?

Honestly, I cannot think of a lake in Minnesota whose neighbors would be okay with this. This lake is the jewel of our neighborhood. Please have this fence removed and replaced with the split rail fence customary for public places in our neighborhood.

Sincerely,
Sarah Gutierrez

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Email not displaying correctly? [View it in your browser.](#)

From: [mary schultz](#)
To: [*RVCouncil](#); [Pat Trudgeon](#)
Subject: Fence at 257 McCarrons Blvd S
Date: Monday, June 17, 2024 9:03:37 AM

Some people who received this message don't often get email from mwschultz7@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Mayor Roe and Council members,

We live at 475 McCarrons Blvd N and have lived here for 18 years. We love it here. We are asking you to please take down the fence at 257 McCarrons Blvd S.

McCarrons lake is enjoyed and used by many people. Most of the users don't live on the lake but love the beauty and tranquility of it and so they come to enjoy it. Families, older residents, our youth, international residents, all ages are represented in their use of the lake. Roseville has spent money to put a sidewalk around McCarrons lake so that everyone can enjoy it. It's been money well spent.

Thank you for making Roseville a place where people love to be.

Sincerely, Walter and Mary Schultz

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 9.a.

Department Approval



City Manager Approval



Item Description: Hold a Public Hearing to Consider Approving an On Sale Liquor License for Centro Roseville, LLC at 1901 W Highway 36

Background

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

- Centro Roseville, LLC On Sale Liquor License with Sunday Sales and Outside Endorsement

Policy Objectives

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

Racial Equity Impact Summary

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

Budget Implications

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

Staff Recommendations

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

Requested Council Action

Motion to approve the liquor license for Centro Roseville, LLC

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: 1. Application, Centro



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

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

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

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

Name of City or County Issuing Liquor License Roseville License Period From: 7/1/24 To: 12/31/2024

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

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

Fee(s): On Sale License fee: \$ 3500 Sunday License fee: \$ 100 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

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

Business Trade Name Centro Business Address 1901 Hwy 36 W City Roseville

Zip Code 55113 County Ramsey Business Phone _____ Home Phone 612-310-1391

Home Address _____ City _____ Licensee's MN Tax ID # 9071551

(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 93-3685871
 (To apply call IRS 800-829-4933)

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

Jami Lynn Olson

Partner/Officer Name (First M

Daniel Christian Duncan

(Partner/Officer Name (First Middle Last)

DOB

Social Security #

Home Address

Partner/Officer Name (First Middle Last)

DOB

Social Security #

Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

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

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

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

Workers Compensation Insurance Company Name: St Paul Mercury Ins. Co Policy # UB04889872

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

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

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

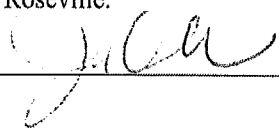
CITY OF ROSEVILLE

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

ON-SALE INTOXICATING OUTSIDE PERMANENT ENDORSEMENT

Trade Name Centro
Business Name Centro Roseville LLC
Business Address 1901 Highway 36 W
Roseville, Minnesota 55113
Business Phone _____
Contact person Jami Olson
Phone 612-310-1391
Location of Outside Sales Attached Patio

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

Signature  Date 4/8/24

License fee is 25.00
Make checks payable to City of Roseville

*** Contact Community Development. Requires land use approval**

REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 9.b.

Department Approval



City Manager Approval



Item Description: Consider Penalty for Liquor License Violation at Shake Shack

Background

On Monday, May 6, 2024, the Roseville City Council held a public hearing regarding an alcohol compliance failure at Shake Shack. The violation occurred on March 23, 2024, when a server at Shake Shack provided an underage checker with an alcoholic beverage during the city's semi-annual compliance checks. Since Shake Shack had also failed a compliance check on November 11, 2023, the Council imposed the presumptive penalty for a second alcohol compliance violation in 36 months, resulting in a \$2,000 fine and a five-day suspension of liquor sales.

On May 13, 2024, a written notice of the penalty was hand-delivered to the manager of Shake Shack. This notice also explained the appeal process. The notice also stated that if an appeal was not filed within ten days, their liquor license would be suspended from May 24 to May 28, 2024. In addition to hand-delivering the written notice, Community Action Team (CAT) officers met with the manager to verbally explain the suspension. In addition, Shake Shack was issued a \$2,000 fine, which has been paid. An appeal was not filed.

On May 24, 2024, a plainclothes officer visited Shake Shack to ensure compliance with the five-day liquor suspension. The officer ordered a beer and was served an alcoholic beverage by a server. The server stated she was unaware of the suspension. Officers then spoke with the manager, who acknowledged awareness of the suspension but admitted to forgetting to notify staff or implement procedures to suspend alcohol sales.

On June 10, 2024, officers delivered the attached notice to Shake Shack, advising them of the council discussion of the violation.

Under the Roseville City Code, the penalty for selling alcoholic beverages while a liquor license is under suspension is a 60-day suspension for a first-time offense.

Policy Objectives

The objective of this policy is to enforce compliance with the Roseville City Code regarding the responsible sale of alcoholic beverages. By imposing the appropriate penalties for violations, the policy aims to ensure that all licensed establishments adhere to their obligations and understand the serious consequences of non-compliance.

Racial Equity Impact Summary

There do not appear to be any racial equity impacts related to this violation. The enforcement of the penalty is consistent with city regulations and applies uniformly to all licensed establishments to ensure fair and equitable treatment.

Budget Implications

41 There do not appear to be any direct budget implications to the city related to this action.

42

43 **Staff Recommendations**

44 Staff recommends the Roseville City Council impose the penalty outlined in city code of a 60-day
45 suspension of Shake Shack's liquor license for the on-sale violation of selling alcohol during a
46 suspension period.

47

48 **Requested Council Action**

49 Impose the penalty outlined in city code of a 60-day suspension of Shake Shack's liquor license for the
50 on-sale violation of selling alcohol during a suspension period.

51

52

Prepared by: Erika Scheider, Chief of Police

- Attachments:**
- 1. Notice of council action and license suspension
 - 2. Notice provided to Shake Shack of council action and suspension
 - 3. Police Report of suspension violation CN 24018151
 - 4. Letter to Shake Shack advising them of council hearing

53

ROSEVILLE POLICE DEPARTMENT
Council Action for Alcohol Violation



May 13, 2024

Shake Shack
 1630 County Road B2
 Roseville, MN 55113

Shake Shack,

This letter is to inform you of action taken by the Roseville City Council at its Monday, May 6, 2024 meeting. The Roseville City Council imposed the presumptive penalty (on-sale establishment) for the second liquor compliance failure/violation specific to the sale of an alcoholic beverage to a person under the age of 21 years. The presumptive penalty for the second violation is a \$2000 fine and a five-day suspension of all liquor sales.

Consistent with Minnesota law as set forth in Minnesota Statute 340A.415, no fine will be imposed until the license or permit holder has been given an opportunity for a hearing under Minnesota Statute 14.69 of the Administrative Procedure Act.

You are hereby notified you have the opportunity to request a hearing on the proposed penalty by providing the City, through the City Manager, a written notice requesting a hearing within ten days of the delivery of this notice of the City Council's proposed action. If you request a hearing, the \$2000.00 fine and 5-day liquor license suspension will not take effect until after the hearing has been held.

If you do not request a hearing by providing written notice to the City by **12:00 p.m. on Thursday, May 23, 2024** the proposed action of the City Council shall be deemed final and the fine and liquor license suspension shall be imposed. If you do request a hearing, an independent hearing officer will be selected by the City Council to conduct a hearing in accordance with the provisions of the Administrative Procedures Act cited above.

If you do not request a hearing by the above listed date, **your liquor license will be suspended on May 24, 25, 26, 27, and 28, 2024**. You may resume sales on Wednesday, May 29th. The liquor license suspension is for liquor only. You are allowed to stay open for the sale of food.

Finally please be advised if another alcohol violation should occur, further penalties will be invoked. If you have any questions, I can be reached at my desk number of 651-792-7275 during normal business hours.

Sincerely,

Joe Adams
 Deputy Chief of Police

Roseville Police Department

Case RV24016813

Printed on June 4, 2024

Status	Approved
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Philip Tanis
Investigator	None
Records Technician	
Reported At	05/13/24 12:52
Incident Date	05/13/24 12:52 - 05/13/24 12:54
Incident Code	COD : COD - Code Enforcement
Location	1630 COUNTY ROAD B2 W, ROSEVILLE, MN 55113 (SHAKE SHACK)
Zone	
Court	None
Location Name	SHAKE SHACK
Ereferral County	None
Disposition	Noted
Disposition Date/Time	05/15/24 15:40
<u>Disposition Comments</u>	
	compliance follow up.
Review for Gang Activity	None
Bias Based On	
Bias Targets	
Bias Circumstances	

Primary Narrative By Philip Tanis, 05/14/24 13:52

Citation Issued

On 5/13/24 I responded to Shake Shack and met with the manager, Javi Cruz. I presented Cruz with the City Council citation and dates of suspension of Alcohol sales due to the Compliance Check Violation. Cruz had no questions and was advised to contact Deputy Chief Adams should any arise.

Roseville Police Department

Case RV24018151

Printed on June 4, 2024

Status	Approved
Report Type	Incident
CIBRS Classification	Private
Primary Officer	Sean Johnson
Investigator	Bryan Anderson
Records Technician	Katy von Fange
Reported At	05/24/24 11:58
Incident Date	05/24/24 11:58 - 05/24/24 12:08
Incident Code	PCN : PCN - Previous Case Follow-Up
Location	1630 COUNTY ROAD B2 W, ROSEVILLE, MN 55113 (SHAKE SHACK)
Zone	
Court	None
Location Name	SHAKE SHACK
Ereferral County	None
Disposition	Noted
Disposition Date/Time	05/29/24 20:45
Review for Gang Activity	None

Asst Officers

RV18819 - Anderson, Bryan

Bias Based On

Bias Targets

Bias Circumstances

Offense Information

Offense	Civil Issue - RPD
Statute	5000
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	No
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

Other

Nguyen, Mindy

Unknown, DOB xx xx xx

Manager: 5000 - 5000 - Civil Issue - RPD

xxxx ROSEVILLE, MN

55113

XXXXX

Primary Narrative By Bryan Anderson, 05/24/24 12:45

Alcohol Suspension Fail

On 5/24/2024 Sgt Johnson and I were checking several businesses within Roseville that are serving a suspension after failing an alcohol compliance check (3/23/2024). One of the businesses that we checked was Shake Shack, 1630 County Road B2, and they are serving an alcohol suspension from 5/24/2024 to 5/28/2024.

I was in plain clothes acting as a decoy buyer to check the suspension. When I walked in I spoke with a female server and asked her for a Coors Light. She checked my ID and then collected the payment of \$7.64. The server then gave me a number and told me she would bring it out to my table. It should be noted that there were no signs indicating they were not serving alcohol and they still had display bottles on the shelf at the register showing their alcohol options.

I then stood by a table and waited for the Coors Light. A short time later the same server came to my table and delivered the Coors Light. At that point I identified myself as a police officer with Roseville PD and displayed my badge. Sgt Johnson was also walking in at that same time wearing a full uniform.

I asked the server if she knew anything about the suspension and if she knew that she was not supposed to be selling alcohol today. She stated she was not made aware of that. I then asked to speak to her manager.

I spoke with MINDY NGUYEN who stated she did know about the suspension and that they were not allowed to sell alcohol today and through to the 28th. NGUYEN admitted that she forgot to tell the staff. She then went and took down all the display bottles of alcohol that were by the register.

I told NGUYEN that she would be getting more information at a later date and suggested that she put signs up by the register so her staff knows.

Nothing further.



June 10, 2024

Shake Shack
1630 County Road B2
Roseville, MN 55113

Dear Shake Shack,

On Monday, June 17, 2024, at its regular Council meeting which begins at 6:00 p.m., the Roseville City Council will discuss the May 24, 2024 alcohol compliance failure at 1630 County Road B2.

Summary of Violation:

05/24/24: An employee sold alcohol to a plain clothes officer while the liquor license was under suspension for sale to a person under the age of 21. (ref Police Incident 24018151).

On the basis of the facts above, Staff has recommended Council impose the presumptive penalty for sale of alcoholic beverages while license under suspension of a sixty (60) day liquor license suspension.

Council discussion of this violation will occur during the "Business Actions" segment of the meeting. At that time, the Council will consider the facts and penalty recommended by staff. A representative from your establishment may appear at the time of the council discussion to offer any information you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you choose not to appear at this meeting, the City Council will act without any input from your business regarding the appropriate penalty.

Following the City Council meeting, if the Council proposes to suspend or revoke your license, you will receive a letter from the City giving you an opportunity to request a hearing to contest the facts stated above. That hearing will be held before any penalty is imposed. Please be advised if another violation should occur, your license will be subject to revocation.

If you have any questions, you can reach me at 651-792-7275.

Sincerely,

A handwritten signature in black ink, appearing to be "Joe Adams".

Joe Adams
Deputy Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 9.c.

Department Approval



City Manager Approval



Item Description: Joint Meeting with the Finance Commission

Background

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

Since the last joint meeting on June 5, 2023, the Finance Commission has conducted the following discussions or activities:

- Reviewed Commission purpose, scope, duties, and functions
- Reviewed excess cash reserve fund for 2022 and 2023
- Received and reviewed 2023 audit reports
- Reviewed and made recommendations on the 2024-2043 Capital Improvement Plan
- Toured the Maintenance Facility to get a better understanding of the capital needs
- Reviewed and provided recommendations on the 2024 Budget, Tax Levy and Utility Rates
- Reviewed the classification and compensation study
- Reviewed and obtained understanding of vehicle replacement schedules.
- Reviewed and made recommendation on Electric vs Diesel Fire Engine purchase
- Reviewed 2023 Investment Portfolio performance
- Reviewed equity investment results throughout the year

The Finance Commission is looking for the City to implement equity investments into its financial portfolio. Attachment 1 is an example of the potential return on equity investments which was prepared by Commissioner Bester. The Commission wants to make sure that the City Council will approve the resolution to enter into these investments when the Finance Director brings it forward.

The 2024 Finance Commission work plan is as follows:

Month	2024 Discussion Topics (Tentative)
January 9	- Continue discussion and recommend Electric vs Diesel Fire Engine - Follow up regarding vehicle maintenance
February 13	CANCELLED
March 12	- Select Chair, Vice-Chair, and Ethics Commission Representative - Review 2023 Investment Portfolio performance
April 9	- Review 2023 preliminary year-end cash reserve levels
May 14	- Discuss items for Joint City Council-Finance Commission meeting - Review 2023 Audit Reports – might be moved to June
June 13 Thursday	- Finalize discussion items for joint City Council-Finance Commission meeting - Review staff recommendations on refunding water meter deposits
July 9	- City Manager will update the Commission on the Sales Tax and Campus Plan 2025-2044 Capital Improvement Plan review #1
August 22 * Thursday	- Discuss the 2025 City Manager Recommended Budget & Tax Levy 2025-2044 Capital Improvement Plan review #2
September 10	- Establish Recommendation on 2025 City Manager Recommended Budget & Tax Levy - Establish Recommendation on 2025-2044 Capital Improvement Plan
September 16	Present Budget Recommendation to City Council
October 8	- Update on the Council-adopted 2025 preliminary Budget & Tax Levy - Review and adopt a recommendation on the 2025 proposed utility rates
November 12	- Adopt 2025 Meeting Calendar - Adopt 2025 Work Plan

Policy Objectives

Not applicable

Racial Equity Impact Summary

Not applicable

Budget Implications

Not applicable

Staff Recommendations

Receive updates on 2023 accomplishments and on-going 2024 commission work.

Requested Council Action

For information purposes only. No formal Council action is required, however the Finance Commission is appreciative of any guidance the City Council provides.

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Prepared by: Michelle Pietrick, Finance Director

Attachments: 1. Attachment 1 - Potential Equity Investment Yields

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City of Roseville
Compare Annual and Cumulative Investment Earnings or Growth
On Fixed Investment of \$500,000 - Sweeping Annual Earnings to Cash Accounts

	Invested Funds \$500,000	S+P 500 Annual Growth Rates	Annual Earnings or Growth	Sweep to Cash - Cumulative	Roseville Annual Portfolio Rates	Annual Earnings on Invested Funds	Sweep to Cash - Cumulative	Compare Cumulative Sweeps
2014	500,000	11.4	57,000	57,000	3.43	17,150	17,150	39,850
2015	500,000	-0.7	(3,500)	53,500	2.88	14,400	31,550	21,950
2016	500,000	9.5	47,500	101,000	2.61	13,050	44,600	56,400
2017	500,000	19.4	97,000	198,000	2.69	13,450	58,050	139,950
2018	500,000	-6.2	(31,000)	167,000	2.93	14,650	72,700	94,300
2019	500,000	28.9	144,500	311,500	2.74	13,700	86,400	225,100
2020	500,000	16.2	81,000	392,500	1.32	6,600	93,000	299,500
2021	500,000	26.9	134,500	527,000	1.4	7,000	100,000	427,000
2022	500,000	-19.4	(97,000)	430,000	1.47	7,350	107,350	322,650
2023	500,000	24.2	121,000	551,000	1.96	9,800	117,150	433,850

City of Roseville
Compare Investment Growth Rates
No Earnings Sweep

Invested Funds \$1,100,000	S+P 500 Annual Growth Rates	Growth of \$1,100,000 at S+P 500 Growth Rate	Roseville Annual Portfolio Rates	Growth of \$1,100,000 at Roseville Portfolio Growth Rates	Cumulative Difference
2014	11.4	1,225,400	3.43	1,137,730	87,670
2015	-0.7	1,216,822	2.88	1,170,497	46,326
2016	9.5	1,332,420	2.61	1,201,047	131,374
2017	19.4	1,590,910	2.69	1,233,355	357,555
2018	-6.2	1,492,273	2.93	1,269,492	222,781
2019	28.9	1,923,540	2.74	1,304,276	619,264
2020	16.2	2,235,154	1.32	1,321,493	913,661
2021	26.9	2,836,410	1.4	1,339,993	1,496,417
2022	-19.4	2,286,147	1.47	1,359,691	926,455
2023	24.2	2,839,394	1.96	1,386,341	1,453,053

History of S&P 500 Index Values

	Closing Value	Annual Change	
12/29/2023	4,771	24.2%	
12/31/2022	3,840	-19.4%	
12/31/2021	4,766	26.9%	
12/31/2020	3,756	16.2%	
12/31/2019	3,231	28.9%	
12/31/2018	2,507	-6.2%	
12/31/2017	2,674	19.4%	
12/31/2016	2,239	9.5%	
12/31/2015	2,044	-0.7%	
12/31/2014	2,059	11.4%	
12/31/2013	1,848	29.6%	
12/31/2012	1,426	13.4%	
12/31/2011	1,258	0.0%	
12/31/2010	1,258	12.8%	
12/31/2009	1,115	23.5%	
12/31/2008	903	-38.5%	
12/31/2007	1,468	3.5%	
12/31/2006	1,418	13.6%	
12/31/2005	1,248	3.0%	
12/31/2004	1,212	9.0%	
12/31/2003	1,112	26.4%	
12/31/2002	880	-23.3%	
12/31/2001	1,148	-13.0%	
12/31/2000	1,320	-10.1%	
12/31/1999	1,469	19.5%	
12/31/1998	1,229	26.7%	
12/31/1997	970	30.9%	
12/31/1996	741	20.3%	
12/31/1995	616	34.2%	
12/31/1994	459	-1.5%	
12/31/1993	466	6.9%	
12/31/1992	436	4.6%	
12/31/1991	417	26.4%	
12/31/1990	330	-6.5%	
12/31/1989	353	27.0%	
12/31/1988	278	12.6%	
12/31/1987	247	2.1%	
12/31/1986	242	14.7%	
12/31/1985	211	26.3%	
12/31/1984	167	1.2%	
12/31/1983	165	17.0%	
12/31/1982	141	14.6%	
12/31/1981	123		

Average annual change

10.4%

# of up years	32	76.2%
# of down years	9	21.4%
# of no change	1	2.4%
	42	100.0%

City of Roseville
Annual Changes in Fair Value of Investments
Per Statement of Changes in Financial Position

2023	1,799,369	
2022	(5,943,702)	
2021	(539,567)	
2020	294,467	
2019	858,485	
2018	(114,614)	
2017	(186,320)	
Total	(3,831,882)	

2023 Minnesota Statutes

Authenticate PDF

118A.09 ADDITIONAL LONG-TERM EQUITY INVESTMENT AUTHORITY.

Subdivision 1. **Definition; qualifying government.** (a) "Qualifying government" means:

- (1) a county or statutory or home rule charter city with a population of more than 100,000; or
- (2) a county or statutory or home rule charter city whose most recent long-term, senior, general obligation rating by one or more national rating organizations in the prior 18-month period is AA or higher.
- (b) A county or statutory or home rule charter city with a population of 100,000 or less that is a qualifying government, but subsequently does not meet the threshold under paragraph (a), clause (2), may not invest additional funds under this section during any time period when it does not meet the threshold, but may continue to manage funds previously invested under subdivision 2.

Subd. 2. **Additional investment authority.** Qualifying governments may invest the amount described in subdivision 3:

- (1) in index mutual funds based in the United States and indexed to a broad market United States equity index, on the condition that index mutual fund investments must be made directly with the main sales office of the fund; or
- (2) with the Minnesota State Board of Investment subject to such terms and minimum amounts as may be adopted by the board.

Subd. 3. **Funds.** (a) Qualifying governments may only invest under subdivision 2 according to the limitations in this subdivision. A qualifying government under subdivision 1, clause (1) or (2), may only invest its funds that are held for long-term capital plans authorized by the city council or county board, or long-term obligations of the qualifying government. Long-term obligations of the qualifying government include long-term capital plan reserves, funds held to offset long-term environmental exposure, other postemployment benefit liabilities, compensated absences, and other long-term obligations established by applicable accounting standards.

(b) Qualifying governments under subdivision 1, clause (1) or (2), may invest up to 15 percent of the sum of:

- (1) unassigned cash;
- (2) cash equivalents;
- (3) deposits; and
- (4) investments.

(c) The calculation in paragraph (b) must be based on the qualifying government's most recent audited statement of net position, which must be compliant and audited pursuant to governmental accounting and auditing standards. Once the amount invested reaches 15 percent of the sum of unassigned cash, cash equivalents, deposits, and investments, no further funds may be invested under this section; however, a qualifying government may continue to manage the funds previously invested under this section even if the total amount subsequently exceeds 15 percent of the sum of unassigned cash, cash equivalents, deposits, and investments.

Subd. 4. **Approval.** Before investing pursuant to this section, the governing body of the qualifying government must adopt a resolution that includes the following statements:

- (1) the governing body understands that investments under subdivision 2 have a risk of loss;
- (2) the governing body understands the type of funds that are being invested and the specific investment itself; and
- (3) the governing body certifies that all funds designated for investment through the State Board of Investment meet the requirements of this section and the policies and procedures established by the State Board of Investment.

Subd. 5. **Public Employees Retirement Association to act as account administrator.** A qualifying government exercising authority under this section to invest amounts with the State Board of Investment shall establish an account with the Public Employees Retirement Association (PERA), which shall act as the account administrator.

Subd. 6. **Purpose of account.** The account established under subdivision 5 may only be used for the purposes provided under subdivision 3. PERA may rely on representations made by the qualifying government in exercising its duties as account administrator and has no duty to further verify qualifications, use, or intended use of the funds that are invested or withdrawn.

Subd. 7. **Account maintenance.** (a) A qualifying government may establish an account to be held under the supervision of PERA for the purposes of investing funds with the State Board of Investment under subdivision 2. PERA shall establish a separate account for each qualifying government. PERA may charge participating qualifying governments a fee for reasonable administrative costs. The amount of any fee charged by PERA is annually appropriated to the association from the account. PERA may establish other reasonable terms and conditions for creation and maintenance of these accounts.

(b) PERA must report to the qualifying government on the investment returns of invested funds and on all investment fees or costs incurred by the account.

Subd. 8. **Investment.** (a) The assets of an account shall be invested and held as required by this subdivision.

(b) PERA must certify all money in the accounts for which it is account administrator to the State Board of Investment for investment under section 11A.14, subject to the policies and procedures established by the State Board of Investment. Investment earnings must be credited to the account of the individual qualifying government.

(c) For accounts invested by the State Board of Investment, the investment restrictions shall be the same as those generally applicable to the State Board of Investment.

(d) A qualifying government may provide investment direction to PERA, subject to the policies and procedures established by the State Board of Investment.

Subd. 9. **Withdrawal of funds and termination of account.** (a) A government may withdraw some or all of its money or terminate the account.

(b) A government requesting withdrawal of money from an account created under this section must do so at a time and in the manner required by the executive director of PERA, subject to the policies and procedures established by the State Board of Investment.

History: 1Sp2017 c 4 art 2 s 27; 2023 c 62 art 3 s 2-4

Official Publication of the State of Minnesota
Revisor of Statutes

REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 9.d.

Department Approval

City Manager Approval



Item Description: Recycling Cart Request for Quote Responses

Background

Staff presented the Recycling Cart Request for Quotes (RFQ) at the March 17, 2024 City Council meeting. Council approved the release of the RFQ to gather cost information for a potential cart purchase in 2025 in conjunction with a new Comprehensive Recycling Contract for curbside recycling.

The RFQ was released on Friday, April 19, 2024. The RFQ was directly emailed to five manufacturers, was noticed in the Pioneer Press, and was available on the City website. The RFQ closed on Friday, May 17, 2024, and six respondents submitted proposals with three submitting a second alternative:

- Cascade Cart Solutions
- IPL
- Otto Environmental Solutions
- Rehrig Pacific Company
- Schaefer Plastics North America, LLC
- Toter, LLC

Six staff scored the responses to the RFQ based on a Best Value approach, looking at each section of the criteria outlined in the checklist and components of the RFQ. Best Value components include Company Profile, answers to the RFQ Questionnaire, References, Cart Specifications, Value Add, a Sample Recycling Cart (black cart with blue lid that has an in-mold label, and City logo), Cart Pricing, Assembly and Distribution pricing/plan, and a durability test.

Cost was included in the scoring with equal weight as all other components. If a manufacturer submitting a response to the Cart RFQ is accepted, staff will begin working with the selected respondent to finalize the details and place an order for a May 2025 assembly and delivery.

Policy Objectives

Roseville has the goal to responsibly fund programs, services, and infrastructure to meet long-term needs. Chapter 403 of the City Code establishes a system of curbside recycling as a public utility for Residential Dwellings and Multi-Family Complexes in the city. In order

to meet the goals and requirements of this Chapter, the City must contract with a private contractor for the collection of recyclable materials.

Racial Equity Impact Summary

There should be no equity impacts associated with this RFQ as the recycling program is city wide.

Budget Implications

There are no budget impacts associated with the RFQ if all the responses are rejected. If the City Council accepts a proposal, the costs would be based on the selected respondent's rates:

Manufacturer	Best Value Score	Cost Rank	Total Cost	Dollar Difference from Low Quote	% Difference from Low Quote
Toter EVRII	1	5	\$644,047	\$55,900	9%
Toter Universal	2	8	\$670,631	\$82,484	13%
Schaefer Plastics - Primary	3	3	\$621,329	\$33,182	5%
Cascade	4	6	\$651,265	\$63,119	10%
Otto Black Cart	5	1	\$588,147	\$0	0%
Otto Blue Cart	6	4	\$640,029	\$51,882	8%
Schaefer Plastics - Alternate	7	9	\$732,275	\$144,128	22%
Rehrig Pacific	8	7	\$669,004	\$80,857	13%
IPL	9	2	\$614,074	\$25,927	4%

If the City decides to purchase carts, Roseville will have to pay up front costs of the carts for manufacturing, delivery, and roll-out based on the above responses. This cost would come out of the 2025 Environmental (Solid Waste/Recycling) budget. Ramsey County is offering a reimbursement grant for up to 50% of the costs, so Roseville's cost would be \$322,023.44 based on the highest best value score which was Toter LLC.'s EVRII cart.

All the responses are less than the estimated cost which was ~\$744,000 for carts and assembly and delivery.

Staff Recommendations

Staff recommends the City Council approve the quotes and authorize staff to negotiate the final contract with the selected manufacturer to purchase recycling carts in 2025 for the City's Recycling Program. The final contract will be brought to City Council for approval at a later date, potentially August.

Requested Council Action

Motion to approve the quotes and authorize staff to negotiate a final contract with the selected manufacturer.

Prepared by: Ryan Johnson, Environmental Manager

Attachments: 1. Request for Quotes for Residential Recycling Roll-Out Carts

2. Presentation

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Request for Quotes (RFQ) for Residential Recycling Roll-Out Carts

**Released on:
April 19, 2024**

City of Roseville, MN

**Price quotes due by:
May 17, 2024
at 4:00 p.m.**

***Prepared by:*
Foth Infrastructure & Environment, LLC**

Introduction

The City of Roseville is soliciting price quotes for residential recycling roll-out carts. The City intends to use this request for quotes (RFQ) and the attached Roseville Cart Specifications (Attachment A) for purposes of receiving competitive price quotes from cart manufacturers. The City will use the quotes received and other information to make a purchase of recycling carts from a selected cart Manufacturer (“Vendor”).

Background

In summer 2025, the City will be executing a new collection services Contract between the City of Roseville (“City”) and a hauler (“Contractor”). The collection Contract is for city-wide residential recycling collection.

The City has been interested in taking ownership of their recycling carts for some time and are now ready to implement the program change with this contract RFP process.

This Cart Contract assumes that after initial cart distribution, the Contractor will be fully responsible for assembly, distribution, maintenance and inventory management of the City’s carts. It also assumes that the cart contractor will provide assistance with the initial cart rollout, including assembly and distribution, prior to the scheduled start date. Recycling collection under the new Contract is scheduled to begin on July 1, 2025. It is the City’s preference that the cart Contractor be determined prior to the announcement of the hauling RFP, in mid-summer 2024, so that the proper language can be stated in the RFP.

The cart counts included in the Roseville Cart Specifications (Attachment A) and Price Quote Worksheet (Attachment B) are current estimates using the best information available as of April 15, 2024. The final cart counts will change slightly when the City places its order with the selected cart vendor.

Tentative Schedule*

April 19, 2024	City releases request for price quotes
May 17, 2024	Price quotes due from prospective vendors
June 10, 2024	City review of price quotes; Reference checks completed
June 17, 2024	City review team develops recommendation to City Council
July 22, 2024	City Council reviews City staff report and may authorize a contract award to a cart vendor
August 2024	Final City / Cart Manufacturer contract executed Final City cart order issued (TBD once contract is executed)

(*This is a tentative schedule and is subject to change.)

City Contacts Persons and Restriction on Other Contacts

If you have questions, prospective vendors may contact only Ryan Johnson, Environmental Manager at City of Roseville at: 651-792-7049; ryan.johnson@cityofroseville.com.

During this process, contact about the City's cart purchase with City staff, City elected officials or other City consultants is strictly prohibited. Any unauthorized contact may eliminate a prospective cart vendor from further consideration. The timeframe for this process begins on the release date of the solicitation and continues through the execution of a final contract for cart purchase.

Instructions to Submit Price Quotes

Prospective vendors must thoroughly read and understand the attached "City of Roseville Cart Specifications" (Attachment A). Each responsive vendor must sign the statement at the end of Attachment A certifying that the vendor has read, understands and agrees to the Roseville Cart Specifications (or has noted proposed exceptions in the vendor's price quote response packet).

Once a cart manufacturer is selected by the City, the City may utilize the successful Vendor's buying cooperative organization as a means to enable prospective vendors to quote their lowest possible price. This cooperative purchasing process allows the City to piggyback on other city cart contracts procured through a certified competitive bidding process.

Prospective vendors must complete the price quote worksheet form (Attachment B). If your buying cooperative has its own price worksheet, please include that co-op worksheet in addition to Attachment B. If there is any discrepancy between the two worksheets, Attachment B takes precedence.

Price quotes must be good for a minimum of 90 days. If your price quote is subject to an increase or decrease after 90 days, vendors must specify the price adjustment formula (e.g., resin price index, etc.) in the Vendor Questionnaire form (Attachment C; question #3).

Prospective vendors must also complete the Vendor Questionnaire form (Attachment C). Vendors that do not completely fill out and sign all attachments may be rejected from further consideration.

Prospective vendors shall submit their response packets electronically. Please use Microsoft Word or PDF format for all forms.

Prospective vendors should submit their price quotes via email by:

Friday, May 17, at 4 p.m.

Submittals received after that time may be rejected and not considered at the City's sole discretion.

City Rights Retention

The City of Roseville retains all rights to reject any and all price quotes. This request for quotes is not a guarantee of an award of a cart purchase contract.

The City retains its rights to select the cart Manufacturer that is in the best interests of the City and its residents. Price alone will not be the sole determining factor in the City's decision, but price (including any discounts) will be an important criterion. References, strength of warranty, cart resin weight, cart wall thickness, and any extended warranty offered will also be important considerations. Other selection criteria will also be considered.

The Roseville City Council has final authority to make the selection of a cart Manufacturer.

Price Quote Packet Content Checklist

A full, responsive packet will contain the following items.

(Please check off all items and include this checklist with your response to assure a complete packet)

- ☐ This checklist with all items checked to verify they are included in your response packet.
- ☐ Attachment A – Roseville Cart Specifications, including signed statement certifying acceptance of these specifications (or note any exceptions in your price quote).
- ☐ Attachment B – Price quote worksheet, including signature.
- ☐ Attachment C – Vendor questionnaire, including signature.
- ☐ List of U.S. municipal contract references, in northern climates similar to Minnesota, including the year of the first sale of carts to those customers. The list must include city name, reference contact name, phone, email, number of carts sold, and year of first sale.
- ☐ Vendor cart specifications for the cart size/models recommended for the City of Roseville (include color photographs).
- ☐ Photograph of the proposed RFID tag to be installed in the Roseville carts.
- ☐ Sample photograph(s) of the three (3) proposed carts, including any color samples outlined in the request for quotes.
- ☐ Sample chip of each of the colors proposed for the carts and lids.
- ☐ Written warranty and product guarantee.
- ☐ One sample cart (65-gallon) of the same make and model proposed for sale to the City in response to this RFQ, with city logo included. Please deliver the sample cart to the **City of Roseville: 1140 Woodhill Drive, Roseville, MN 55113**

Attachment A

Roseville Cart Specifications

A. Cart Sizes and Quantities

1. The cart Manufacturer shall supply three (3) sizes for recycling carts:
 - a. 35-gallons
 - b. 65-gallons
 - b. 95-gallons
2. The proposed vendor must supply photographs of the proposed cart sizes, including any lid and/or cart colors outlined in your price quote response packet.
3. The current estimate of recycling cart counts by size is itemized below:

	35-Gallon	65-Gallon	95-Gallon	TOTAL
Recycling "Roll Out" Carts	894	7,720	3,201	11,815

These estimates include 5% for spares (i.e., excess inventory above house counts) for switches, replacements, etc.

This is the current estimate of cart counts as of April 2024. The exact number to be ordered for cart each size has not been determined.

B. Color of Cart Bodies and Lids

1. The recycling cart bodies shall be black for the base price quotes to maximize recycled, post-consumer resin (PCR) content. Alternative cart body colors should be suggested as an alternate price quote, including the corresponding price change. Submit multiple Price Quote Worksheets (Attachment B) if you are submitting alternate price quotes.
2. For purposes of this RFQ, the recycling lids will have a blue lid with a black body to stay consistent with current recycling carts.
3. The pigment color must be uniformly distributed throughout the finished recycling carts.
4. Prospective vendors must provide a sample chip for the blue recycling cart lids.
5. The cart color must not fade in outdoor weather conditions for ten (10) years.

C. Labeling and Other Markings:

1. The front of each recycling cart (near the top) shall be marked with a unique serial number for identification purposes, imprinted in white. The serial numbers must be at least one (1) inch in size. Bar codes, in addition to serial numbers, are encouraged but not required.
2. Both sides of the recycling cart will have the City's logo and the words: "Property of the City of Roseville" imprinted via hot stamp in a contrasting color (e.g., white). Final artwork will be supplied to the Manufacturer by the City of Roseville.
3. The recycling cart lid shall have an in-mold label (IML) on the top encompassing nearly the entire recycling cart lid. Vendors shall provide these dimensions of the IML. The in-mold label shall consist of a four (4) color scheme. The City also requests that price reductions be provided for alternatives of three (3) and two (2) color scheme options. The in-mold label will be designed by the City and shall provide recycling

instructions that include information on what to put in the cart and a brief preparation guide as well as photographs of recyclable items.

The example photo below from another city is an approximate representation of the Roseville recycling lid IML:



Example image of an IML on the lid of a recycling cart from the City of Shakopee. This does **NOT** accurately represent the City of Roseville's final IML design or content.

4. All instructional information must be durable for the life of the cart.

D. RFID Tags:

The Manufacturer shall pre-install ultra-high frequency (UHF) radio frequency identification (RFID) tags within the recycling carts at the time of manufacture.

The specifications for the RFID tags shall include:

1. Must be passive design (no battery required).
2. Must be "Read Only" with no programming required.
3. Must be 100% weather proof.
4. Must permanently attach to the recycling carts.
5. Must be compatible with standard Handheld and Truck Mounted RFID Scanners.
6. Must be uniquely coded at the factory.
7. Must have a service life of a minimum of 15 years.
8. Must be impact resistant.
9. Must have a minimum factory warranty of 10 years.
10. Tag specifications: The following are provided as one example set of RFID tag specifications.
 - a. 0.007" clear polyester face material, permanent acrylic adhesive or suitable alternative.
 - b. Inlay Specification: Raflatrac Short Dipole Monza3 IC, 860 to 960 MHz, Class 1

Gen2, EPC compliant, 96 bit memory.

- c. Tag Construction: Both sides of the inlay are laminated with a minimum of 0.007" clear polyester, acrylic adhesive material or suitable alternative
- d. Inlay Placement Specification: The inlay will be centered in the tag, +/- 1/16" in web and cross web direction or suitable alternative.
- e. Tag Dimensions: 4.25" wide x 1" long, with a tear perforation between each tag along the tag's 4.25" side or suitable alternative. There is no spacing between the tags.
- f. Tag Encoding: 10 digit, non-repeating, sequential, decimal number starting at 1000000027 and incrementing by 1 for each tag, data is locked, no password, missing numbers are allowed, all 24 characters can be filled with the 14 digits on the left side of the number set at 0 (zero).
- g. Defective Inlays: Marked and left in the rolls.

Items 10.a through 10.g above may be replaced by alternate RFID tag specifications if a vendor submits adequate details and justification for the alternate. In any case, photographs, both of the stand-alone tag and an installed tag, of the proposed RFID tag must be included in the vendor's response packet.

- 11. The City shall require that the RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.

E. Warranty:

The Manufacturer shall warrant that the carts will be new and of merchantable quality; will conform to provided specifications, designs, samples and descriptions; will be free from defects in material and workmanship; and will be fit for the particular purpose intended by the buyer for at least ten (10) years. The warranty must be a complete 1 for 1 exchange of a new cart with all freight to be paid for by the vendor. IMLs must also be warrantied for 10 years.

F. Shipment / Delivery:

- 1. The partially assembled carts shall be delivered to a location in Roseville (specific location to be determined later).
- 2. The carts will be delivered approximately the first week in May 2025 (specific schedule yet to be determined). All carts must be delivered prior to July 1, 2025.
- 3. The Manufacturer shall provide a written inventory of all carts delivered with serial numbers, corresponding RFID tags, and bar codes (if included). The inventory shall also be provided to the City and its Contractor in MS Excel electronic, database-readable format (or a suitable alternative approved by the City). It is preferred that bar codes be included at the option of the vendor, but at no additional cost to the City.

G. Certification of Acceptance of these Roseville Cart Specifications:

We hereby certify that we have read, understand and agree to the Roseville Cart Specifications, dated May __, 2024.

(Authorized officer of the company to legally certify this price quote and bind the vendor to a contract with Roseville if awarded.)

Or,

We hereby certify that we have read, understand and propose the noted exceptions* to the Roseville Cart Specifications dated May __, 2024.

(Authorized officer of the company to legally certify this price quote and bind the vendor to a contract with Roseville if awarded.)

* Note: Any exception to these Roseville Cart Specifications proposed by the prospective vendor must be clearly noted within this Attachment A as "redline" edits using Microsoft Word "track changes" feature. The City may reject any such proposed exception at its sole discretion.

Attachment B

Price Quote Worksheet

Please fill out this price quote worksheet completely. If you are submitting an alternate price quote, please submit additional worksheets (i.e., do NOT quote alternate pricing on the same sheet as the base price worksheet).

Cart Manufacturer**Company Name:** _____**Primary contact person:** _____**Authorized signature:** _____

(Authorized officer of the company to legally certify this price quote and bind the vendor to a contract with Roseville if awarded.)

Date of price quote: _____

(Price quote must be good for a minimum of 90 days)

Size of Carts Nominal Capacity ^(a)	Manufacturer's Cart Model Number	Manufacturer's Rated Cart Capacity (gallons)	Manufacturer's Unit Price Quote (\$ per cart)	Estimated Quantity	City's Extended Cost (Total \$)
Recycling "Roll Out" Carts:					
35-gallon			\$	894	
65-gallon			\$	7,720	\$
95-gallon			\$	3,201	\$
Subtotal of Recycling Carts				11,815	\$
TOTAL				11,815	\$

Notes:

(a) Nominal cart capacity sizes. Actual Manufacturers' rated capacity will vary.

(Price Quote Worksheet continued on next page)

Attachment B

Price Quote Worksheet

(Continued from previous page)

Cost Item Description	Manufacturer's Feature Specification	Notes	Manufacturer's Unit Price Quote (\$ per cart)	Estimated Quantity	City's Extended Cost (Total \$)
Additional Features					
RFID ^(b)			\$	11,815	\$
Hot mold City of Roseville logo and name for recycling carts			\$	11,815	\$
In mold label for recycling carts			\$	11,815	\$
Extended warranty beyond ten (10) years			\$	11,815	\$
Subtotal					\$
Additional Cost Items					
Shipping of carts ^(c)			\$		\$
TOTAL				\$	\$
Notes: (b) RFID specifications - See Roseville Cart Specifications (Attachment A) (c) Specify method and units of calculating price estimate for shipping carts to Roseville.					

Attachment C

City of Roseville

Vendor Questionnaire

Instructions: Please fill out this form.

Contact Information and Authorized Signature:

Cart Manufacturer company name:	_____
Primary contact person:	_____
Cart manufacturing plant location(s):	_____

Authorized signature	_____
(Authorized officer of the company to legally certify this price quote and bind the vendor to a contract with Roseville if awarded.)	
Primary phone number	_____
Primary email:	_____
Date of price quote:	_____
Buying cooperative:	_____

Questions:

1. What form of RFID tag do you use? (Please see Roseville Cart Specifications, Attachment A, for more details.) Where on the cart will it be mounted? Please include photographs of a sample of the RFID tag proposed for Roseville.

2. Does your company offer technical or design assistance for the graphics and labeling to be installed on the City's carts? **Yes**____ **No**____ If yes, please briefly describe:

3. The price quote must be good for a minimum of 90 days. Is your price stable beyond 90 days? **Yes**____ **No**____ If so, for how many days is the price quote valid? _____ **days.**

If the City places its purchase order after this 90-day timeframe, how will the price of the carts be adjusted? For example, if you propose the cart price be adjusted by the changing price of plastic resin, please specify the index, the date of the index, and the portion of the cart price to be adjusted.

4. The City has **tentatively** decided to specify black cart bodies and a blue lid for the recycling carts. (Please provide color samples and photos.)

5. Is there an additional cost per cart if the City decides on a different color for the cart bodies? **Yes**____ **No**____ If yes, what is the price difference for a different color of cart body: \$____.____ **per cart.**

6. Will you provide a discount to the City for early payment? **Yes**____ **No**____ If yes, what is the discount: ____%. When must the payment be made by the City relative to the shipment date of the cart?

7. Please describe how many carts will be on each load and what mix of cart sizes on each load you recommend to make shipping most cost-effective:

8. Do you have any suggestions on how the City can save on shipping cost? **Yes**____ **No**____ If yes, please describe:

9. Do your carts also have a unique bar code to identify each cart (in addition to the cart serial number and the RFID tag)? **Yes** _____ **No**_____ If yes, please describe**:

(**There shall be no additional cost to the City to provide bar codes.)

10. Please specify the dimensions (W x L in inches) of the IML for each cart size:

<u>Cart Size</u>	<u>IML Dimensions</u> <u>(width x length in inches)</u>
35-gallon	_____
65-gallon	_____
95-gallon	_____

11. Please specify the weight of the cart bodies (in pounds of resin weight only) for each cart size:
To help ensure container integrity beyond the 10-year warranty period, preferred minimums are listed below:

Resin Weight Minimums

35-gallon	17 pounds*
65-gallon	27 pounds*
95-gallon	34 pounds*

Please list your resin weight below:

<u>Nominal Cart Size</u>	<u>Cart Resin Weight</u> <u>(pounds)</u>
35-gallon	_____
65-gallon	_____
95-gallon	_____

(*Resin weight only and shall not include: wheels, metal axles, metal grab/lifter bars, or other non-plastic parts of the cart.)

12. Please specify the wall thickness of your carts. Cart wall thickness minimums preferred are below:

Cart Size	Minimum Wall Thickness	Minimum Critical Wear Areas*
35-gallon cart	0.150 inches	0.185 inches
65-gallon cart	0.175 inches	0.185 inches
95-gallon cart	0.175 inches	0.185 inches

Please list your wall thicknesses below:

Cart Size	Wall Thickness (inches)	Critical Wear Areas*
35-gallon cart	_____	_____
65-gallon cart	_____	_____
95-gallon cart	_____	_____

*Critical wear areas are points of contact with automated lifting devices on the cart body (e.g., "corners," if applicable).

13. If you have carts that are considered more eco-friendly and/or use more recycled content, please provide pricing for those cart options.

14. Is your warranty for a full replacement? _____

15. Please describe any additional benefits/services you offer to support the cart purchasing, assembly, distribution, implementation, and distribution process.

16. Are cart management services provided in-house or do you work with a third party?

Responses to Residential Recycling Roll-Out Cart RFQ

Public Works Department

City Council

June 17, 2024



Responses to Residential Recycling Roll-Out Cart RFQ

Carts



Sticker

Blue lid

In-mold label and number

Black cart

Total carts: 11,815

- 35-gallon: 894 (~8%)
- 65-gallon: 7,720 (~65%)
- 95-gallon: 3,201 (~27%)

RFQ asks for pricing to manufacture, assemble, deliver, and rollout.

Current cart utilized by Eureka Recycling. Specs call for pricing on the same/similar look.

Responses to Residential Recycling Roll-Out Cart RFQ

In-mold label options (discussion examples)

Option 1



Utilized on 18-gallon bins from pre-2014 recycling collection.

Option 2



Option 3

**PROPERTY OF THE
CITY OF ROSEVILLE**

Responses to Residential Recycling Roll-Out Cart RFQ

Sample Carts



Responses to Residential Recycling Roll-Out Cart RFQ

Estimated Costs

Capital Cost					Ramsey County Grant		
Number of carts	\$/Cart	Cart Assembly (\$/Cart)	Total Capital Cost		Total Capital Cost	Grant %	Reimbursement Amount
11,815	\$59.00	\$4.00	\$744,345		\$744,345	50%	\$372,173

Replacement (Maintenance) Cost

Number of carts	Est. Service Life	Replacement /year	Carts/Year	\$/Cart	Annual Maintenance Cost	Annual maintenance \$/cart	Monthly maintenance \$/cart
11,815	15	7%	827	\$63.00	\$52,104	\$4.41	\$0.37

Responses to Residential Recycling Roll-Out Cart RFQ

Quoted Costs

		Toter				Otto				Cascade		Schaefer Plastics				Rehrig Pacific		IPL	
		EVRII		Universal		Blue Cart		Black Cart				Primary		Alternate					
Item	Units	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost	\$/Unit	Cost
35	894	\$37.74	\$33,740	\$40.24	\$35,975	\$38.62	\$34,526	\$36.67	\$32,783	\$41.91	\$37,468	\$37.47	\$33,498	46.33	\$41,419	\$40.04	\$35,796	\$34.04	\$30,432
64	7,720	\$41.89	\$323,391	\$44.39	\$342,691	\$45.68	\$352,650	\$41.30	\$318,836	\$47.83	\$369,248	\$41.92	\$323,622	50.14	\$387,081	\$46.28	\$357,282	\$41.68	\$321,770
96	3,201	\$48.22	\$154,352	\$50.72	\$162,355	\$50.94	\$163,059	\$45.84	\$146,734	\$52.96	\$169,525	\$46.81	\$149,839	55	\$176,055	\$50.58	\$161,907	\$47.04	\$150,575
RFID	11,815	\$0.75	\$8,861	\$0.75	\$8,861	\$0.44	\$5,199	\$0.44	\$5,199	\$0.00	\$0	\$0.00	\$0	0	\$0	\$0.00	\$0	\$1.25	\$14,769
HM	11,815	\$0.50	\$5,908	\$0.50	\$5,908	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	0	\$0	\$0.00	\$0	\$0.00	\$0
IML	11,815	\$1.50	\$17,723	\$1.50	\$17,723	\$1.58	\$18,668	\$1.58	\$18,668	\$1.25	\$14,769	\$1.57	\$18,550	1.57	\$18,550	\$2.00	\$23,630	\$0.96	\$11,342
Warrenty	1	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	0	\$0	\$0.00	\$0	\$0.00	\$0
Shipping	11,815	\$1.90	\$22,449	\$1.65	\$19,495	\$1.13	\$13,351	\$1.13	\$13,351	\$0.00	\$0	\$2.64	\$31,192	\$3.77	\$44,543	\$1.65	\$19,500	\$2.34	\$27,647
Subtotal		\$566,422		\$593,006		\$587,452		\$535,570		\$591,009		\$556,701		\$667,647		\$598,114		\$556,535	
Delivery																			
*Rollout	11,815	6.57	\$77,625	6.57	\$77,625	\$4.45	\$52,577	\$4.45	\$52,577	\$5.10	\$60,257	\$5.47	\$64,628	\$5.47	\$64,628	\$4.50	\$53,168	\$4.87	\$57,539
Total Cost		\$644,047		\$670,631		\$640,029		\$588,147		\$651,265		\$621,329		\$732,275		\$651,281		\$614,074	
Difference from low		\$55,900		\$82,483		\$51,882		\$0.00		\$63,118		\$33,181		\$144,128		\$63,134		\$25,927	
Quote Rank		5		8		4		1		6		3		9		7		2	

*Rollout: Assembly and delivery to Roseville properties

Responses to Residential Recycling Roll-Out Cart RFQ

Best Value Scoring

Manufacturer	Best Value Score	Cost Rank	Total Cost	Dollar Difference from Low Quote	% Difference from Low Quote
Toter EVRII	1	5	\$644,047	\$55,900	9%
Toter Universal	2	8	\$670,631	\$82,484	13%
Schaefer Plastics - Primary	3	3	\$621,329	\$33,182	5%
Cascade	4	6	\$651,265	\$63,119	10%
Otto Black Cart	5	1	\$588,147	\$0	0%
Otto Blue Cart	6	4	\$640,029	\$51,882	8%
Schaefer Plastics - Alternate	7	9	\$732,275	\$144,128	22%
Rehrig Pacific	8	7	\$669,004	\$80,857	13%
IPL	9	2	\$614,074	\$25,927	4%

Best Value	
Component	Possible Points
Company Profile	10
Questionnaire	10
References	10
Specifications	10
Value Add	Possible 10 points
Warranty	10
Sample Cart	0
Delivered	5
Color Chips	5
Logo	5
Cart colors	5
Cart Pricing	10
Rollout (A & D)	10
*Durability	10
Total points	100
	(+10 for value added)
*Municipal testing	

Responses to Residential Recycling Roll-Out Cart RFQ

Financing

- Environmental Budget:
 - 2024 (Beg. Year) = \$616,738
 - Reserved for operations (\$246,856)
 - 2024 (Year end) = \$369,882
- *Cart cost (based on Best Value Score) \$644,047
 - \$322,023 reimbursement grant from Ramsey County
- Planned surplus = \$40,000
 - ~\$0.60/unit/qtr.
 - Implemented in 2023

Responses to Residential Recycling Roll-Out Cart RFQ

Timeframe

Tentative Schedule*

April 19, 2024	City releases request for price quotes
May 17, 2024	Price quotes due from prospective vendors
June 10, 2024	City review of price quotes; Reference checks completed
June 17, 2024	City review team develops recommendation to City Council
July 22, 2024	City Council reviews City staff report and may authorize a contract award to a cart vendor
August 2024	Final City / Cart Manufacturer contract executed Final City cart order issued (TBD once contract is executed)

(*This is a tentative schedule and is subject to change.)

Staff will make any needed updates to the Recycling RFP based on the City Council decision. Tentative release for the Recycling RFP is August/September.

Responses to Residential Recycling Roll-Out Cart RFQ

Staff direction

Authorize staff to negotiate with selected manufacturer

Best value high scorer: Toter: EVRII - \$644,023



Toter - EVRII

Discuss in-mold label options

Option 1



Utilized on 18-gallon bins from pre-2014 recycling collection.

Option 2



Option 3

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CITY OF ROSEVILLE**



Questions?

THANK YOU

Public Works Department

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 9.e.

Department Approval

City Manager Approval



Item Description: Schedule a Public Hearing for July 8, 2024 to consider the Massage Therapy Establishment Renewal Application for Winway YH LLC, located at 696 County Road B, and to extend the current license until a final decision is made

Background

Chapter 309, Section 309.04 of the City Code allows the City Council to deny a license for violations of the City Code. In recent months, staff has determined that there are various violations of the City's Building and Fire Codes at Winway YH LLC located at 696 County Road B and violations of Chapter 309 (Massage Therapy) of the City's Business Licensing Code. Information about the violations will be presented at the Public Hearing on July 8 for the City Council to consider when deciding if a massage therapist establishment license should be renewed for Winway YH LLC for 2024-25. It should be noted that the building and fire code issues are being worked on and may be resolved by July 8. However, the violations of the business license requirements will still need to be addressed on July 8.

The renewal application and fees have previously been submitted. The current license will expire on June 30, 2024. In order to provide proper notice to Winway YH LLC, staff is requesting the council extend this license until a final decision is made by the City Council.

Once the hearing date is set, the City will send out a letter to Winway to notify them of the hearing on July 8 and offering them an opportunity to contest the facts before a neutral hearing officer. If they agree with the factual allegations (or fail to request a hearing within 10 days), then the renewal consideration will be held on July 8. If Winway asks for a hearing, the matter will not go to the City Council until after the hearing and the Council receives a report from the hearing officer.

Policy Objectives

Required by City Code.

Racial Equity Impact Summary

There is no anticipated racial equity impact with the request to schedule the public hearing to deny a massage therapy establishment license for Winway YH LLC.

Budget Implications

NA

Staff Recommendations

Staff recommends scheduling a Public Hearing for July 8, 2024 to review the Renewal Application for Winway YH, LLC, and to extend the current license until a final decision is made.

Requested Council Action

Motion to schedule a Public Hearing for July 8, 2024 to review the Renewal Application for Winway YH,

38 LLC, and to extend the current license until a final decision is made.

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Prepared by: Katie Bruno, Deputy City Clerk

Attachments: None

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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 9.f.

Department Approval



City Manager Approval



Item Description: Review 2025 Property Tax Base changes, Legislative changes and discuss City Council 2025 Budget Goals

Background

At the February 12, 2024, City Council meeting, the Council established a general timeline for the 2025 budget process including the following key dates:

2025 Budget Process Timeline	Date
Discuss Annual Budget Process	2/12/2024
Establish 2025 Budget Process Calendar	2/12/2024
Discussion on <i>Preliminary</i> Cash Reserve Levels	3/11/2024
Discussion on 2024 Legislative Impacts & City Council Priorities	6/17/2024
Presentation of the 2025-2044 Capital Improvement Plan	7/15/2024
EDA Budget & Tax Levy Discussion	7/15/2024
Receive the 2025 City Manager Recommended Budget	8/19/2024
Receive Budget Recommendations from the Finance Commission	9/16/2024
Adopt Preliminary 2025 Budget, Tax Levy, & EDA Levy	9/23/2024
Review 2025 Proposed Utility Rates	11/4/2024
Review 2025 Fee Schedule	11/4/2024
Final Budget Hearing (Truth-in-Taxation Hearing)	11/25/2024
Adopt Final 2025 EDA Tax Levy	12/2/2024
Adopt Final 2025 Budget, Tax Levy, Utility Rates, & Fee Schedule	12/2/2024

The next step in the 2025 Budget Process is to review the general budgetary impacts resulting from changes in the City's property values, the 2024 Legislative Session, and other contributing factors. They are discussed in separate sections below.

Impacts Due to Changes in Property Values & Tax Base

The Ramsey County Assessor's Office posted its annual Report on Assessed Market Valuations to their website in April 2024. It is an interactive website, and they are no longer issuing a printable report. Highlights of the Report are shown in the following chart:

City of Roseville - Extracts from County Assessor Reports				
Overall Market Value increase in 2024 is 1.10% versus 6.65% in 2023				
	%Increase		2024 EMV	2023 EMV
Single Family	3.03%		\$360,500	\$349,900
Townhomes	2.73%		\$301,100	\$293,100
Res 2-3 units	6.53%		\$423,200	\$397,250
Condo/Coop	2.22%		\$147,500	\$144,300
Apartments	-8.08%		\$2,555,800	\$2,780,400
Commerical -				
Office	-2.65%		\$1,057,150	\$1,085,900
Retail	0.72%		\$2,232,600	\$2,216,700
Industrial	-2.39%		\$4,750,000	\$4,866,300

In the aggregate, the market value for the median single-family home rose more (3.03%) than all other property types combined (1.10%). The Commercial and Industrial market values decreased so there is likely be a shift in the overall tax burden on the residential sector, depending on the proration of property values to the overall property valuations. More data will be provided by Ramsey County in late August so we will have a better estimate of the impact of the market value and from increases in the preliminary budget which will be presented in August.

Budgetary Impacts from the 2024 Legislative Session

The 2024 Legislative Session ended after the conclusion of the Regular Session on May 19, 2024, and there were few bills passed that will impact the City. The League of MN Cities will post the 2024 Law Summaries which provides a re-cap of laws impacting cities by the end of June. State Bonding - The city did not receive funding to complete the OVAL improvements as there was no bonding bill approved this session. Staff will be submitting a request for state funding for the MN OVAL improvements if there is a bonding bill in 2025.

Budgetary Impacts from Other Considerations

In prior years, we have used this opportunity to provide a summary of the potential financial impacts of maintaining programs and services. This includes impacts associated with employee cost of living adjustments (COLA) and wage steps, healthcare increases, contractual obligations & professional services, and general inflationary costs. Non-union staff will continue to advance through their wage steps as part of the new compensation system. At this time, a 3% COLA is anticipated to be factored into the budget for non-union employees to match existing union contracts. Union members that have existing contracts going into 2025 (Police Officers and Firefighters) will receive the wage adjustments and COLA contained in their contracts. With regard to other union contracts, the following 3-year contracts expire at the end of 2024; 49ers (Public Works and Park and Recreation Maintenance workers), Police Sergeants, Police Lieutenants, and Deputy Chief. We expect wage adjustments for each union to be included in the 2025 budget. Additional tax

levy support for capital improvement funds will also be included in the 2025 budget.

The City Manager is meeting with each department to review their specific budget needs and will be focusing on refining those requests into his proposed budget which will be presented to the City Council on August 19, 2024.

In addition to tax levy impacts noted above, continued emphasis on our water, sanitary sewer, and storm sewer infrastructure replacement programs is expected to drive utility rate increases for 2025 as well. Ehlers is working on an update to the City's utility rate study which will be presented this fall. More specific information regarding budgetary impacts will be addressed with the release of the 2025 City Manager Recommended Budget in August and the utility rates later this fall.

The City Council is asked to provide its goals & objectives for the 2025 Budget and Tax Levy. This is a critical step in the budget process as it will be used to guide the City Manager's Recommended Budget and will ensure more clear and timely communications with citizens and other property taxpayers.

While these goals and objectives can be fairly broad in scope and still remain purposeful, the following factors may help the City Council establish a more defined direction:

- The desire for changes in programs or service levels (e.g.. are the condition of city streets or public safety-related services acceptable?)
- The need to establish new programs or initiatives (e.g.. are there any unmet needs that should be addressed?)
- The acceptable level of property tax and fee impacts on homeowners (e.g.. given the programs and services we aspire to, is the associated burden on homeowners acceptable?)

Finally, Staff will remind the Council of the status of the unrestricted cash reserve levels in the City's discretionary operating funds as of 12/31/23, including the transfers of 'excess cash' into the established Cash Reserve Fund.

	Audited	12/31/2023			
	12/31/2023	<i>Available</i>	12/31/2023		
	Cash	Cash	Reserve	Target	Target
<u>Operating Fund</u>	<u>Reserves</u>	<u>Reserves</u>	<u>Level</u>	<u>Low</u>	<u>High</u>
General: Primary	\$ 7,902,026	\$ 7,902,026	33%	35%	50%
General: Cash Reserve Fund	972,349	972,349			
Parks & Recreation	1,854,536	1,854,536	30%	20%	30%
Communications	78,343	78,343	12%	10%	30%
License Center	665,849	665,849	30%	10%	15%

The Council is reminded that the cash reserve levels depicted above represent a snapshot in time and are fluctuating on a daily basis. They are not an indication of what our reserve

levels will be at year-end. With regard to the monies held in the Cash Reserve Fund, the City Council can determine whether they want to redeploy the funds for budgetary purposes or retain them for other priorities and service delivery.

Budget Document Changes

At the February 12th Council meeting, staff reviewed the 2024 budget process and documentation. Based on the feedback, the budget worksheets will be modified to provide more breakdown of "other services". The budget information will now show the following categories under expenditures:

- Personnel Services
- Supplies and Materials
- Utilities
- Contractual Services
- Other Charges
- Capital Outlay
- Debt Service

The City Manager's Budget Presentation will include several new charts comparing the proposed monthly costs for city taxes and charges for the median valued home over the last several years.

Policy Objectives

Establishing City Council budgetary goals fosters greater community awareness and understanding of the financial commitments necessary to provide programs and services. It also lays the foundation for the creation of a City Manager Recommended Budget.

Racial Equity Impact Summary

Generally speaking, the city's budget will provide funding for equity initiatives that will impact the organization and the community. These specific impacts will be discussed in the future as the 2025 budget is presented.

Budget Implications

Not applicable.

Staff Recommendations

Not applicable.

Requested Council Action

Staff is seeking comment and guidance on the preparation of the 2025 budget including City Council goals and objectives for the 2025 Budget and Tax Levy.

Prepared by: Michelle Pietrick, Finance Director

Attachments: None

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.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	\$1,235,194.41
109582 – 109691	\$469,418.88
Total	\$1,704,613.29

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

Policy Objectives

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

Racial Equity Impact Summary

Not applicable.

Budget Implications

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

Staff Recommendations

Staff recommends approval of all payment of claims.

Requested Council Action

Motion to approve the payment of claims as submitted.

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Prepared by: Joshua Kent - Assistant Finance Director

Attachments: 1. Checks for Approval

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INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Department: 00-00 GENERAL					
100-00-00-210200	Federal Income Tax	IRS EFTPS- Non Bank	Remittance Check	74,786.63	1052
100-00-00-210300	State Income Tax	MN Dept of Revenue-Non Ban	Remittance Check	34,309.70	1053
100-00-00-210800	FICA Employee Ded.	IRS EFTPS- Non Bank	Remittance Check	27,690.16	1052
100-00-00-210800	FICA Employee Ded.	IRS EFTPS- Non Bank	Remittance Check	11,388.59	1052
100-00-00-211000	MNDCP Def Comp	Great West- Non Bank	Remittance Check	14,369.00	1051
100-00-00-211000	MNDCP Def Comp	Great West- Non Bank	Remittance Check	4,106.20	1051
100-00-00-211000	MNDCP Def Comp	Great West- Non Bank	Remittance Check	9,686.00	1051
100-00-00-211001	MNDCP Roth	Great West- Non Bank	Remittance Check	370.00	1051
100-00-00-211001	MNDCP Roth	Great West- Non Bank	Remittance Check	326.28	1051
100-00-00-211001	MNDCP Roth	Great West- Non Bank	Remittance Check	825.00	1051
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	150.00	1066
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	2,972.00	1066
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	950.59	1066
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	5,567.00	1066
100-00-00-211101	Mission SQ Roth	Mission Square	Remittance Check	250.00	1066
100-00-00-211200	MN Child Support Payments	MN Dept of Revenue-Non Ban	Remittance Check	223.77	1053
100-00-00-211404	MN State Retirement	MSRS-Non Bank	Remittance Check	12,291.47	1054
100-00-00-211404	MN State Retirement	MSRS-Non Bank	Remittance Check	1,563.84	1054
100-00-00-211700	FICA Employer Share	IRS EFTPS- Non Bank	Remittance Check	27,690.16	1052
100-00-00-211700	FICA Employer Share	IRS EFTPS- Non Bank	Remittance Check	11,388.59	1052
Total Department 00-00 GENERAL				240,904.98	
Department: 02-00 ADMINISTRATION					
100-02-00-420000	Office Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	248.68	1065
100-02-00-430000	Professional Services	Shred-N-Go, Inc.	SHREDDING - ADMIN DEPT THROUGH 5/17/2	78.93	109615
100-02-00-430000	Professional Services	Trans Union, LLC	BACKGROUNDING	68.56	109687
100-02-00-430060	wellness Plan	HealthSource Solutions, LL	FLU SHOT DEPOSIT	385.00	109646
100-02-00-439000	CONTRACT MAINTENANCE	NFP Insurance Services, In	MAY BSWIFT & ACA FULFILLMENT	656.50	109663
100-02-00-439000	CONTRACT MAINTENANCE	NFP Insurance Services, In	MAY BSWIFT & ACA FULFILLMENT	658.72	109663
100-02-00-440000	Conferences	MAMA-Metropolitan Area Man	PATRICK TRUDGEON - MAY 23 LUNCHEON CO	25.00	109654
100-02-00-441100	Tuition Reimbursement	Amanda Krinke	2024 SPRING TUITION REIMBURSEMENT	1,500.00	1055
100-02-00-442000	Memberships & Subscription	Roseville Rotary	ROSEVILLE ROTARY QUARTERLY DUES APRIL	284.00	109671
100-02-00-448054	Volunteer Recognition	Patti Sullivan	SUPPLIES REIMBURSEMENT - DONUTS FOR F	45.60	1067
Total Department 02-00 ADMINISTRATION				3,950.99	
Department: 04-00 FINANCE					
100-04-00-420000	Office Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	92.73	1065
Total Department 04-00 FINANCE				92.73	
Department: 06-00 LEGAL DEPARTMENT					
100-06-00-430000	Professional Services	Kennedy & Graven, Chartere	APRIL RETAINER	16,480.00	109602
100-06-00-430000	Professional Services	Kennedy & Graven, Chartere	APRIL RETAINER	146.48	109602
Total Department 06-00 LEGAL DEPARTMENT				16,626.48	
Department: 08-00 CENTRAL SERVICES					
100-08-00-420000	Office Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	1,230.01	1065
Total Department 08-00 CENTRAL SERVICES				1,230.01	
Department: 10-00 POLICE DEPARTMENT					
100-10-00-420000	Office Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	178.34	1065
100-10-00-422000	Clothing	Aspen Mills Inc.	UNIFORMS - POLOS (2)	133.90	109631
100-10-00-422000	Clothing	Aspen Mills Inc.	UNIF POLOS (2)	133.90	109631
100-10-00-422000	Clothing	Aspen Mills Inc.	UNIF POLOS (2)	133.90	109631

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Department: 10-00 POLICE DEPARTMENT					
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE - COOK	129.99	1048
100-10-00-422000	Clothing	STREICHER'S	DAMAGED PANTS - HICKE	82.00	1048
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE VANDANACKER	1,312.80	1048
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE SUNDSTROM	22.99	1048
100-10-00-422000	Clothing	STREICHER'S	VEST - WEBER	87.94	1048
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE- SUNDERSTROM	1,346.80	1048
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF - DURANT	799.92	1048
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE - COOK	87.94	1048
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE - SUNDSTROM	59.00	1048
100-10-00-424000	Operating Supplies	Interstate All Battery Cen	AA AND AAA BATTERIES	327.00	109600
100-10-00-430000	Professional Services	Language Line Services	APR	119.06	109603
100-10-00-430000	Professional Services	Minnesota Occupational Hea	PREPLACEMENT EXAM - SUNDSTROM	401.00	109659
100-10-00-430000	Professional Services	People Incorporated	COLLOCATION OF MENTAL HEALTH SERVICES	8,333.00	109610
100-10-00-430000	Professional Services	THOMSON REUTERS	MONTHLY CLEAR INV SUBSCR	1,302.00	109617
100-10-00-430000	Professional Services	TimeClock Plus, LLC	SCHEDULE ANYWHERE LICENSES (5)	210.00	109618
100-10-00-430001	Dispatching Services	Ramsey County	911 DISPATCH SERVICES FOR THE MONTH O	31,856.33	109614
100-10-00-430001	Dispatching Services	Ramsey County	CAD SERVICES FOR THE MONTH OF APRIL	4,898.17	109614
100-10-00-430001	Dispatching Services	Ramsey County	RAMSEY COUNTY FLEET SUPPORT SERVICES	514.80	109614
100-10-00-431000	Telephone	Verizon	PHONE CHARGES - APR	4,053.32	109623
100-10-00-431000	Telephone	Verizon	ARP 27-MAY26	40.01	109689
100-10-00-437000	Contract Maint. - Vehicles	Caliber Collision	DEER COLLISION REPAIR #2304	8,951.41	109585
100-10-00-437000	Contract Maint. - Vehicles	Car Wash Partners, LLC	APRIL WASH SERVICES	272.00	1029
100-10-00-437000	Contract Maint. - Vehicles	CITY AUTO GLASS	WINDSHIELD REPL #1701	545.67	109591
100-10-00-437000	Contract Maint. - Vehicles	EMERGENCY AUTOMOTIVE TECH	AUTO EJECT REPAIRS #2203	115.00	1032
100-10-00-437000	Contract Maint. - Vehicles	EMERGENCY AUTOMOTIVE TECH	#2203 AUTO EJECT PROBLEM	115.00	1032
100-10-00-439000	CONTRACT MAINTENANCE	CentralSquare Technologies	ANNUAL SOFTWARE MAINTENANCE FEE	13,803.81	109588
100-10-00-439000-PD0057	CONTRACT MAINTENANCE	Flock Group, Inc	IMPLEMENTATION AND ANNUAL CONTRACT FE	3,650.00	109594
100-10-00-441000	Training	Dakota County Technical Co	TRAINING RENTAL - 4/30-5/1/24	2,200.00	109592
100-10-00-441000	Training	Forest Lake Sportsmen's Cl	RANGE RENTAL 2/13, 14, 20, 21, 3/4	1,800.00	109595
100-10-00-443600	Software Operating Charges	Metro-INET	MILESTONE LICENSE FOR POLE CAMERA	375.00	1042
100-10-00-448050	Employee Recognition	Galls, LLC	COMMENDATIONS	665.10	109596
100-10-00-448050	Employee Recognition	Galls, LLC	MEDAL OF HONOR (20), FTO BARS (6)	2,078.00	109596
Total Department 10-00 POLICE DEPARTMENT				91,135.10	
Department: 13-00 FIRE DEPARTMENT					
100-13-00-424000	Operating Supplies	Fikes, Inc.	SOAP DISPENSERS	232.54	1062
100-13-00-439000	CONTRACT MAINTENANCE	Muska Electric Co	BALLAST	191.03	1044
100-13-00-439000	CONTRACT MAINTENANCE	Ramsey County	APRIL FLEET SUPPORT	305.76	109614
100-13-00-448000	Miscellaneous	SAMUEL BAKER	EMPLOYEE RELEASE AGREEMENT	100.00	109673
Total Department 13-00 FIRE DEPARTMENT				829.33	
Department: 13-13 FIRE DEPARTMENT ADMINISTRATION					
100-13-13-436000	Utilities	Xcel Energy	XCEL BILLINGS	2,873.48	1076
100-13-13-437000	Contract Maint. - Vehicles	Advanced Graphix, Inc.	C605	650.00	1023
100-13-13-441000	Training	CAPSTONE, LLC	LEADERSHIP TRAINING	650.00	109586
Total Department 13-13 FIRE DEPARTMENT ADMINISTRATION				4,173.48	
Department: 13-18 EMERGENCY SERVICES					
100-13-18-436000	Utilities	Xcel Energy	XCEL BILLINGS	74.54	1076
Total Department 13-18 EMERGENCY SERVICES				74.54	
Department: 20-20 PUBLIC WORKS ADMINISTRATION					
100-20-20-420000	Office Supplies	CES Imaging	MONTHLY FEE	40.00	109636

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Department: 20-20 PUBLIC WORKS ADMINISTRATION					
100-20-20-420000	Office Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	79.97	1065
100-20-20-423000	Vehicle Supplies & Mainten	MCMASTER-CARR	WRAP AROUND SLEEVING, COOLANT HOSE	243.93	109655
100-20-20-424000	Operating Supplies	GARY CARLSON EQUIPMENT CO.	HARD HATS	16.14	109642
100-20-20-424000	Operating Supplies	Northwest Lasers and Instr	SURVEY EQUIPMENT REPAIRS	331.00	109665
100-20-20-424000	Operating Supplies	Precise MRM, LLC	MONTHLY AVL DATA CHARGE	744.00	1069
100-20-20-424000	Operating Supplies	Precise MRM, LLC	ADDITIONAL AVL DEVICES	931.15	1069
100-20-20-424000	Operating Supplies	TOFT'S OUTDOOR SUPPLY, LLC	MULCH	1,740.00	109686
100-20-20-443600	Software Operating Charges	RTVision, Inc.	ONEOFFICE ANNUAL MAINTENENCE	4,200.00	109672
Total Department 20-20 PUBLIC WORKS ADMINISTRATION				8,326.19	
Department: 20-21 STREET DEPARTMENT					
100-20-21-430000	Professional Services	GOODPOINT TECHNOLOGY	2024 PAVEMENT CONDITON DATA COLLECTIO	3,990.00	109644
100-20-21-439000	CONTRACT MAINTENANCE	OVERHEAD DOOR CO	SPRINGS DOOR #7 PW GARAGE	3,316.85	1046
100-20-21-443600	Software Operating Charges	Beehive Industries, LLC	BEEHIVE LICENSE SUBSCRIPTION RENEWAL	5,000.00	109633
Total Department 20-21 STREET DEPARTMENT				12,306.85	
Department: 20-22 STREET LIGHTING					
100-20-22-436000	Utilities	Xcel Energy	XCEL BILLINGS	14,462.56	1076
Total Department 20-22 STREET LIGHTING				14,462.56	
Department: 20-30 VEHICLE MAINTENANCE					
100-20-30-421000	Motor Fuel	BEAUDRY OIL AND SERVICE, I	UNLEADED 87-10% ETHANOL	10,448.99	109582
100-20-30-421000	Motor Fuel	BEAUDRY OIL AND SERVICE, I	UNLEADED FUEL	10,380.71	109632
100-20-30-421000	Motor Fuel	BEAUDRY OIL AND SERVICE, I	DIESEL FUEL	12,124.78	109632
100-20-30-422000	Clothing	Cintas Corporation	KEN HOPKINS AND JEFF DOMAGALA UNIFORM	44.11	109637
100-20-30-422000	Clothing	Cintas Corporation	KEN HOPKINS AND JEFF DOMAGLA UNIFORM	44.11	109637
100-20-30-423000	Vehicle Supplies & Mainten	Airgas USA, LLC	ACETYLENE IND, INM 25% CD/AR, OXYGEN	138.10	1024
100-20-30-423000	Vehicle Supplies & Mainten	EMERGENCY AUTOMOTIVE TECH	WHELEN MINI CENTURY LIGHTBAR AMBER LE	306.09	1032
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	BATTERY CCA340	123.42	1033
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	1 EA WAG BP1255H11	11.71	1033
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	19-929288	6.38	1033
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	1 EA DEL 213-958	101.57	1033
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	2 BRAKE ROTOR	69.03	1060
100-20-30-423000	Vehicle Supplies & Mainten	FLEETPRIDE	3030 COMBINATION BRAKE, LONG STROKE (	145.96	1035
100-20-30-423000	Vehicle Supplies & Mainten	FLEETPRIDE	ACCUMULATOR, MOUNTING BRACKET, HOSE E	1,321.00	1035
100-20-30-423000	Vehicle Supplies & Mainten	FLEETPRIDE	ACCUMULATOR, 16MOR-08FP, H280 HYDRAUL	1,321.00	1035
100-20-30-423000	Vehicle Supplies & Mainten	FLEETPRIDE	MOUNTING BRACKET, ACCUMULATOR, HOSE E	1,321.00	1035
100-20-30-423000	Vehicle Supplies & Mainten	FLEETPRIDE	16MOR-08FP,12MOR-08FP, PIPE, MALE TO	(25.80)	1035
100-20-30-423000	Vehicle Supplies & Mainten	MIDWAY FORD CO.	FOG BOOSTER	251.90	109605
100-20-30-423000	Vehicle Supplies & Mainten	Titan Machinery	HEADLAMP FREIGHT SPEE DEE	886.01	109619
100-20-30-423000	Vehicle Supplies & Mainten	Titan Machinery	1 ACCELERATOR SPEE DEE	536.83	109619
100-20-30-423000	Vehicle Supplies & Mainten	TOWMASTER	VALVE QUICK RELEASE	31.26	109620
100-20-30-424000	Operating Supplies	MARTIN MARIETTA MATERIALS,	DUMP CHARGE	30.00	109604
Total Department 20-30 VEHICLE MAINTENANCE				39,618.16	
Department: 23-00 BUILDING MAINTENANCE					
100-23-00-424000	Op Supplies-City Hall	Fikes, Inc.	6 CUT DRY ROLL TOWEL, 4 HEAVENLY SOFT	436.24	1034
100-23-00-424000	Op Supplies-City Hall	Fikes, Inc.	4 CUT DRY HARWOUND ROLL TOWEL	202.08	1034
100-23-00-424000	Op Supplies-City Hall	Fikes, Inc.	4 BETCO FOAMING HAND CLEANSER,2 MULTI	440.56	1034
100-23-00-424000	Op Supplies-City Hall	Fikes, Inc.	1 MULTI CLEAN BOWL CLEANER, 3 CUT DRY	222.41	1034
100-23-00-439001	CONTRACT MAINTENANCE - CIT	McGough Property Managemen	MANAGEMENT FEE 6-1-24	3,700.00	1041
100-23-00-439003	Contract Maint.- City Gara	All State Communications,	MAINT BLDG LUNCHROOM CABLING	575.00	109627
Total Department 23-00 BUILDING MAINTENANCE				5,576.29	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Total Fund 100 General Fund				439,307.69	
Fund: 103 Contracted Engineering Svcs					
Department: 20-00 PUBLIC WORKS GENERAL					
103-20-00-430000-PW2311	Snelling-CR B Pedestrian S	SRF CONSULTING GROUP, INC	CRB/SNELLING PED STUDY	3,035.26	1071
Total Department 20-00 PUBLIC WORKS GENERAL				3,035.26	
Total Fund 103 Contracted Engineering Svcs				3,035.26	
Fund: 110 Telecommunications					
Department: 09-00 COMMUNICATIONS					
110-09-00-431100	Postage	Postmaster-Mailing Require	FOR DEPOSIT TO PI 2437	4,283.00	109611
110-09-00-448000	Miscellaneous	Verizon	PHONE CHARGES - APR	87.90	109623
Total Department 09-00 COMMUNICATIONS				4,370.90	
Total Fund 110 Telecommunications				4,370.90	
Fund: 200 Recreation Fund					
Department: 40-41 RECREATION FEE PROGRAMS					
200-40-41-424000-PR0241	Operating Supplies	Elizabeth Levery	DANCE PROGRAM SUPPLIES	59.58	1059
200-40-41-430000-PR0212	Professional Services	Willie McCray	SOFTBALL UMPIRE PAYMENT	3,036.00	1050
200-40-41-430000-PR0212	Professional Services	Willie McCray	ADULT SOFTBALL UMPIRE PAYMENT	1,716.00	1075
200-40-41-430000-PR0227	Professional Services	ABIGAIL HAYEK	SAND VOLLEYBALL REFEREE PAYMENT	58.00	1022
200-40-41-430000-PR0227	Professional Services	Austin Beatty	SAND VOLLEYBALL REFEREE PAYMENT	191.00	1026
200-40-41-430000-PR0227	Professional Services	Breanna Burmester	SAND VOLLEYBALL REFEREE PAYMENT	116.00	1027
200-40-41-430000-PR0227	Professional Services	JAMIE NOBLE PRICE	SAND VOLLEYBALL REFEREE PAYMENT	216.00	1037
200-40-41-430000-PR0227	Professional Services	KAIRO CARDENAS LAZOS	SAND VOLLEYBALL REFEREE PAYMENT	324.00	1038
200-40-41-430000-PR0227	Professional Services	Katherine Walen	SAND VOLLEYBALL REFEREE PAYMENT	54.00	109601
200-40-41-430000-PR0227	Professional Services	Kathie Urbaniak	SAND VOLLEYBALL REFREE PAYMENT	54.00	1039
200-40-41-430000-PR0227	Professional Services	LAUREN KLEMSTEIN	SAND VOLLEYBALL REFEREE PAYMENT	216.00	1040
200-40-41-430000-PR0227	Professional Services	MYA MARTENSON	SAND VOLLEYBALL REFEREE PAYMENT	232.00	1045
200-40-41-430000-PR0227	Professional Services	Patrick Hubbard	SAND VOLLEYBALL REFEREE PAYMENT	54.00	109608
200-40-41-430000-PR0227	Professional Services	Peeraphong Moo Kengwichai	SAND VOLLEYBALL REFEREE PAYMENT	162.00	109609
200-40-41-430000-PR0227	Professional Services	THOMAS IMHOF	SAND VOLLEYBALL REFEEER PAYMENT	54.00	1049
200-40-41-430000-PR0265	Professional Services	Jessica Lee	ENSEMBLE MUSIC CLASS - SPRING 2024	2,638.80	109650
200-40-41-430000-PR0270	Professional Services	Atsuko Johnson	HULA DANCE CLASS PAYMENTS	500.50	1025
200-40-41-430000-PR0273	Professional Services	New Brighton Parks/Recreat	ADULT TRIP - MINNEAPOLIS CEMETERY TOU	935.00	109662
200-40-41-436000-PR0253	Utilities	Xcel Energy	XCEL BILLINGS	1,784.38	1076
Total Department 40-41 RECREATION FEE PROGRAMS				12,401.26	
Department: 40-53 SKATING CENTER					
200-40-53-424000	Operating Supplies	ANDERSON PROCESS	AIR FILTERS	662.21	109628
200-40-53-424000	Operating Supplies	Becker Arena Products, Inc	PROTECTIVE NETTING	815.40	1057
200-40-53-424000	Operating Supplies	Dell Marketing, L.P.	LAPTOP	980.30	109639
200-40-53-424000	Operating Supplies	Fikes, Inc.	BATHROOM SUPPLIES	250.16	1062
200-40-53-424000	Operating Supplies	GRAINGER	BATHROOM PARTITION	441.26	109645
200-40-53-424000	Operating Supplies	GRAINGER	PARTITIONS FOR BATHROOMS	301.14	109645
200-40-53-424000	Operating Supplies	SHERWIN-WILLIAMS COMPANY	PAINT SUPPLIES	19.49	109677
200-40-53-424000	Operating Supplies	SHERWIN-WILLIAMS COMPANY	PAINT SUPPLIES	51.99	109677
200-40-53-425000-PR5512	Merchandise for Sale	Shamrock Group, Inc.	RENTAL	34.68	109676
200-40-53-425000-PR5512	Merchandise for Sale	St. Croix Coffee Tea Compa	BEVERAGE SUPPLIES FOR CONCESSIONS	293.20	109681
200-40-53-436000	Utilities	Xcel Energy	XCEL BILLINGS	18,762.65	1076
200-40-53-439000	CONTRACT MAINTENANCE	APEX MECHANICAL	WORK ON DEHUMIDIFIER	410.00	109629
200-40-53-439000	CONTRACT MAINTENANCE	Gilbert Mechanical Contrac	FIRE SPRINKLER SYSTEM INSPECTION	370.00	109643
200-40-53-439000	CONTRACT MAINTENANCE	Summit Fire Protection	ANNUAL INSPECTION	514.00	109683

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 200 Recreation Fund					
Department: 40-53 SKATING CENTER					
Total Department 40-53 SKATING CENTER				23,906.48	
Total Fund 200 Recreation Fund				36,307.74	
Fund: 204 PARK MAINTENANCE					
Department: 40-43 RECREATION MAINTENANCE					
204-40-43-422000	Clothing	Cintas Corporation	COVERALL/NAVY TWILL	2.73	109590
204-40-43-422000	Clothing	Cintas Corporation	COVERALL/NAVY TWILL	2.73	109590
204-40-43-422000	Clothing	Cintas Corporation	COVERALL/NAVY TWILL	2.73	109590
204-40-43-422000	Clothing	Cintas Corporation	COVERALL/NAVY TWILL	2.73	109590
204-40-43-422000	Clothing	Cintas Corporation	COVERALL / NAVY TWILL	2.73	109637
204-40-43-423000	Vehicle Supplies & Mainten	Minnesota Equipment	TURF CARE SPRAY AND SPRAYERS	1,394.00	109657
204-40-43-424000	Operating Supplies	Bryan Rock Products, Inc.	RED BALL DIAMOND DIRT	950.13	109584
204-40-43-424000	Operating Supplies	Carlin Sales Corporation	HORTICULTURAL SUPPLIES - VARIOUS	886.26	109587
204-40-43-424000	Operating Supplies	Certified Laboratories, In	SUPPLIES AND FUEL SURCHARGE	429.45	1030
204-40-43-424000	Operating Supplies	Certified Laboratories, In	AEROSOL, WIPES, OTHER SUPPLIES	1,862.65	1030
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS	633.52	1034
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS / NITRILE GLOVES	728.76	1034
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS / CLEANING PRODUCTS	325.42	1034
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS	353.28	1034
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS	406.84	1034
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS	861.74	1062
204-40-43-424000	Operating Supplies	Fikes, Inc.	PAPER PRODUCTS / HAND CLEANSER	1,203.80	1034
204-40-43-424000	Operating Supplies	Fikes, Inc.	WHITE TERRY TOWEL RAGS - BOX	42.00	1034
204-40-43-424000	Operating Supplies	Flagship Recreation	CP LEXINGTON - MAGNET HOLDER, CAP SCR	106.12	109593
204-40-43-424000	Operating Supplies	Hirshfield's Paint Mfg.	FIELD STRIPING, BULK; ECO FEE	1,188.96	109598
204-40-43-430000	Professional Services	Century Fence, Co	VICTORIA BALL FIELD REPAIRS	1,450.00	109589
204-40-43-430000	Professional Services	Prowire, Inc.	ANNUAL SECURITY MONITORING / CELLULAR	444.00	1047
204-40-43-430000	Professional Services	USDA APHIS General	PERSONNEL COMPENSATION, PROGRAM SUPPO	8,468.70	109622
204-40-43-430000-PR0400	Professional Services	PRECISION LANDSCAPE & TREE	TREE REMOVAL SERVICES	4,865.00	109612
204-40-43-430000-PR0400	Professional Services	PRECISION LANDSCAPE & TREE	STORM RESPONSE (REMOVAL)	450.00	109667
204-40-43-430000-PR0400	Professional Services	Wilson's Nursery, Inc.	LOADS FOR ORDER 29184	1,343.00	109626
204-40-43-431000	Telephone	Verizon	ARP 27-MAY26	355.80	109689
204-40-43-431000-PR0627	Telephone	Verizon	ARP 27-MAY26	35.01	109689
204-40-43-436000	Utilities	Xcel Energy	XCEL BILLINGS	3,001.07	1076
204-40-43-441000	Training	DAVID BECKERMANN	RE-IMBURSEMENT FOR TREE INSPECTOR CER	50.00	1031
Total Department 40-43 RECREATION MAINTENANCE				31,849.16	
Total Fund 204 PARK MAINTENANCE				31,849.16	
Fund: 260 Community Development					
Department: 56-17 BUILDING PERMITS & INSPECTIONS					
260-56-17-420000	Office supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	180.47	1065
260-56-17-431000	Telephone	Verizon	ARP 27-MAY26	51.99	109689
Total Department 56-17 BUILDING PERMITS & INSPECTIONS				232.46	
Department: 56-55 CD - NEIGHBORHOOD ENHANCEMENT PROGRAM					
260-56-55-431100	Postage	Postmaster-Mailing Require	FOR DEPOSIT TO PI 2437	1,891.74	109611
Total Department 56-55 CD - NEIGHBORHOOD ENHANCEMENT PROGRAM				1,891.74	
Total Fund 260 Community Development				2,124.20	
Fund: 265 License Center					
Department: 05-00 DEPUTY REGISTER					

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 265 License Center					
Department: 05-00 DEPUTY REGISTER					
265-05-00-420000	Office Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	163.98	1065
265-05-00-424000	Operating Supplies	Fikes, Inc.	6 CUT DRY ROLL TOWEL, 4 HEAVENLY SOFT	109.06	1034
265-05-00-424000	Operating Supplies	Fikes, Inc.	4 CUT DRY HARWOUND ROLL TOWEL	50.52	1034
265-05-00-424000	Operating Supplies	Fikes, Inc.	4 BETCO FOAMING HAND CLEANSER,2 MULTI	110.14	1034
265-05-00-424000	Operating Supplies	Fikes, Inc.	1 MULTI CLEAN BOWL CLEANER, 3 CUT DRY	55.61	1034
265-05-00-424000	Operating Supplies	Innovative Office Solution	APRIL INNOVATIVE OFFICE	479.80	1065
Total Department 05-00 DEPUTY REGISTER				969.11	
Total Fund 265 License Center				969.11	
Fund: 295 Police Grants					
Department: 10-00 POLICE DEPARTMENT					
295-10-00-441000-PD0033	Pathways to Polciing Train	Bridget VanDanacker	PATHWAYS SKILLS REIMB _ VANDANACKER	4,220.04	1028
Total Department 10-00 POLICE DEPARTMENT				4,220.04	
Total Fund 295 Police Grants				4,220.04	
Fund: 297 Police - Safe Harbor					
Department: 10-00 POLICE DEPARTMENT					
297-10-00-430000	Professional Services	Multilingual word, Inc.	MANDARIN INTERPRETER SERVICES 4/9	208.50	109606
Total Department 10-00 POLICE DEPARTMENT				208.50	
Total Fund 297 Police - Safe Harbor				208.50	
Fund: 400 Equipment Revolving					
Department: 10-00 POLICE DEPARTMENT					
400-10-00-452000	Vehicles / Equipment	Stop Stick, Ltd.	STOP STICK KITS (2)	1,214.00	109616
400-10-00-452000	Vehicles / Equipment	WHITE BEAR MITSUBISHI	2024 MITSUBISHI OUTLANDER PHEV SE S-A	44,509.00	109625
400-10-00-453000	Other Improvements	STREICHER'S	LAUNCHER, PROJ, LOADER	1,800.99	1048
400-10-00-453000	Other Improvements	STREICHER'S	SUPPRESSOR KIT (4)	3,952.00	1048
400-10-00-453000	Other Improvements	STREICHER'S	LAUNCHER/PROJECTILES	2,304.05	1048
Total Department 10-00 POLICE DEPARTMENT				53,780.04	
Total Fund 400 Equipment Revolving				53,780.04	
Fund: 402 Parks & Recreation Vehicle Rev					
Department: 40-40 RECREATION ADMINISTRATION					
402-40-40-453000	Other Improvements	North Country Chevrolet	2024 GMC Sierra 3500 Crew #517	46,669.84	109664
Total Department 40-40 RECREATION ADMINISTRATION				46,669.84	
Total Fund 402 Parks & Recreation Vehicle Rev				46,669.84	
Fund: 403 Public Works Vehicle Revolving					
Department: 20-20 PUBLIC WORKS ADMINISTRATION					
403-20-20-452000	Vehicles / Equipment	North Country Chevrolet	2024 GMC Sierra 2500 4x4 Regular Cab	45,027.40	109664
403-20-20-452000	Vehicles / Equipment	North Country Chevrolet	2024 GMC Sierra 2500 4x4 Regular Cab	1,538.40	109664
Total Department 20-20 PUBLIC WORKS ADMINISTRATION				46,565.80	
Total Fund 403 Public Works Vehicle Revolving				46,565.80	
Fund: 408 Pathway Maintenance Fund					
Department: 20-20 PUBLIC WORKS ADMINISTRATION					
408-20-20-430000	Professional Services	GOODPOINT TECHNOLOGY	2024 PAVEMENT CONDITON DATA COLLECTIO	4,680.00	109644
Total Department 20-20 PUBLIC WORKS ADMINISTRATION				4,680.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 408 Pathway Maintenance Fund					
			Total Fund 408 Pathway Maintenance Fund	4,680.00	
Fund: 409 Plant Fund					
Department: 08-00 CENTRAL SERVICES					
409-08-00-438101	Postage Meter	GreatAmerica Financial	Ser COPIER RENTAL	332.00	109597
			Total Department 08-00 CENTRAL SERVICES	332.00	
			Total Fund 409 Plant Fund	332.00	
Fund: 411 Recreation Improvements					
Department: 40-40 RECREATION ADMINISTRATION					
411-40-40-430000-PR2341	PS - DNR Reservoir Woods	G STANTEC CONSULTING SERVICE	RESERVOIR WOODS EC[GRANT HABITATION	2,750.00	1072
411-40-40-453000-PR2334	Recreation Improvements	Goodmanson Construction, I	ROSEBROOK PARK PROJ COMPLETION	4,560.00	1036
			Total Department 40-40 RECREATION ADMINISTRATION	7,310.00	
Department: 40-43 RECREATION MAINTENANCE					
411-40-43-430000-PR2350	Professional Services	Tree Trust	TREE REMOVALS	26,233.40	109688
			Total Department 40-43 RECREATION MAINTENANCE	26,233.40	
			Total Fund 411 Recreation Improvements	33,543.40	
Fund: 590 Special Assmt. Construction					
Department: 20-23 STREET CONSTRUCTION					
590-20-23-453000-PW2404	Cty Rd B Recon & 2024 PMP	AMERICAN ENGINEERING	TESTI SAP - 2024 PMP	629.40	1056
			Total Department 20-23 STREET CONSTRUCTION	629.40	
			Total Fund 590 Special Assmt. Construction	629.40	
Fund: 592 Street Construction - 2022					
Department: 20-23 STREET CONSTRUCTION					
592-20-23-490000-PW2222	Contractor Payments	TKDA Associates	PROFESSIONAL ENGINEERING SERVICES	594.00	109685
			Total Department 20-23 STREET CONSTRUCTION	594.00	
			Total Fund 592 Street Construction - 2022	594.00	
Fund: 600 Sanitary Sewer					
Department: 00-00 GENERAL					
600-00-00-202000	Accounts Payable	ARYLNE M ANKLAN	UB refund for account: 007866-000	26.83	109630
600-00-00-202000	Accounts Payable	BRUCE UELAND	UB refund for account: 019566-000	144.40	109634
600-00-00-202000	Accounts Payable	HP MINNESOTA 1 LLC	UB refund for account: 024992-000	92.92	109648
600-00-00-202000	Accounts Payable	JERI & KAREN QUICK	UB refund for account: 017902-000	79.01	109649
600-00-00-202000	Accounts Payable	JOHN SARGENT	UB refund for account: 004164-000	39.08	109652
600-00-00-202000	Accounts Payable	PETER & LORNA AU	UB refund for account: 006461-000	42.24	109666
600-00-00-202000	Accounts Payable	TIMOTHY LEACH	UB refund for account: 024953-000	76.27	109684
600-00-00-202000	Accounts Payable	VICTORIA JACOBSON	UB refund for account: 009529-000	3.22	109690
600-00-00-202000	Accounts Payable	WILLIAM & MARY OLSON	UB refund for account: 006408-000	26.07	109691
			Total Department 00-00 GENERAL	530.04	
Department: 50-00 SANITARY SEWER					
600-50-00-443600	Software Operating Charges	Beehive Industries, LLC	BEEHIVE LICENSE SUBSCRIPTION RENEWAL	13,412.00	109633
600-50-00-445000	Metro Waste Control Board	Metropolitan Council	WASTE WATER SERVICES	292,802.56	1043
600-50-00-453000-PW2406	Other Improvements	Hydro Klean	2024 SEWER LINING - PAY REQUEST 1	256,419.60	1064
600-50-00-490000-PW2111	Contractor Payments	Bolton & Menk, Inc.	LONG LAKE LIFT STATION	5,186.00	109583
600-50-00-490000-PW2111	Contractor Payments	Pember Companies, Inc.	PAY ESTIMATE #1	277,640.35	1068
			Total Department 50-00 SANITARY SEWER	845,460.51	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 600 Sanitary Sewer					
				Total Fund 600 Sanitary Sewer	845,990.55
Fund: 610 Water Fund					
Department: 00-00 GENERAL					
610-00-00-202000	Accounts Payable	ARYLNE M ANKLAN	UB refund for account: 007866-000	19.84	109630
610-00-00-202000	Accounts Payable	BRUCE UELAND	UB refund for account: 019566-000	107.40	109634
610-00-00-202000	Accounts Payable	HP MINNESOTA 1 LLC	UB refund for account: 024992-000	63.10	109648
610-00-00-202000	Accounts Payable	JERI & KAREN QUICK	UB refund for account: 017902-000	58.15	109649
610-00-00-202000	Accounts Payable	JOHN SARGENT	UB refund for account: 004164-000	30.35	109652
610-00-00-202000	Accounts Payable	PETER & LORNA AU	UB refund for account: 006461-000	34.39	109666
610-00-00-202000	Accounts Payable	TIMOTHY LEACH	UB refund for account: 024953-000	70.30	109684
610-00-00-202000	Accounts Payable	VICTORIA JACOBSON	UB refund for account: 009529-000	2.63	109690
610-00-00-202000	Accounts Payable	WILLIAM & MARY OLSON	UB refund for account: 006408-000	20.91	109691
				Total Department 00-00 GENERAL	407.07
Department: 51-00 WATER FUND					
610-51-00-424000	Operating Supplies	FERGUSON WATERWORKS #2518	R900 MIU UPGRADE	304.80	1061
610-51-00-430000	Professional Services	Twin City Water Clinic, In	APRIL DISTRIBUTION SAMPLES	680.00	109621
610-51-00-430000	Professional Services	Water Conservation Service	LEAK DETECTION	690.14	109624
610-51-00-436000	Utilities	Xcel Energy	XCEL BILLINGS	4,991.97	1076
610-51-00-439000	CONTRACT MAINTENANCE	Q3 Contracting, Inc.	TRAFFIC CONTROL SETUP	188.80	109613
610-51-00-441000	Training	MN Dept of Health-Drinking	OPERATOR RENEWAL APPLICATION	23.00	109661
610-51-00-443500	Minor Equipment	Dell Marketing, L.P.	SCADA COMPUTERS	3,138.65	109639
610-51-00-443600	Software Operating Charges	Beehive Industries, LLC	BEEHIVE LICENSE SUBSCRIPTION RENEWAL	13,413.00	109633
				Total Department 51-00 WATER FUND	23,430.36
				Total Fund 610 Water Fund	23,837.43
Fund: 620 Golf Course					
Department: 00-00 GENERAL					
620-00-00-209001	Use Tax Payable	Xcel Energy	XCEL BILLINGS	(59.21)	1076
				Total Department 00-00 GENERAL	(59.21)
Department: 52-51 VEHICLES & EQUIPMENT					
620-52-51-372000	Green Fees	JILL SIEVERS	MEDICAL - FELL AND BROKE ARM	257.01	109651
620-52-51-372000	Green Fees	Roseville Boys Golf	PRE-PAID GOLF EVENT RAINED OUT	1,623.88	109670
620-52-51-372050	Evening League Registratio	MERRY TILLESON	MEDICAL - CAN NO LONGER GOLF IN 2024	267.26	109656
620-52-51-424000	Operating Supplies	E. G. RUD & SONS, INC.	FIELD SURVEY SERVICES	1,300.00	109641
620-52-51-424000	Operating Supplies	Heritage Professional Prod	TURF/LANDSCAPE SUPPLIES	2,917.97	109647
620-52-51-424000	Operating Supplies	Mn Dept of Health-Certifie	FOOD LICENSE FOR CEDARHOLM	35.00	109660
620-52-51-424000	Operating Supplies	Reinders Inc.	TURF/LANDSCAPING SUPPLIES	200.00	109669
620-52-51-424000	Operating Supplies	Reinders Inc.	TURF/LANDSCAPING SUPPLIES	1,230.00	109669
620-52-51-424000	Operating Supplies	SiteOne Landscape Supply,	UNDERHILL BIG GULP ULTRAMAX SUCTION P	65.13	109679
620-52-51-424000	Operating Supplies	Uline	DELUXE BOUTIQUE FACIAL	164.21	1074
620-52-51-425000	Merchandise for Sale	Capitol Beverage Sales, LP	BEVERAGES - VARIOUS	438.15	109635
620-52-51-425000	Merchandise for Sale	Capitol Beverage Sales, LP	BEVERAGES - VARIOUS	654.40	109635
620-52-51-425000	Merchandise for Sale	Coffee Mill, Inc.	1200 CT SUGAR IN THE RAW	75.00	109638
620-52-51-425000	Merchandise for Sale	Small Lot MN	BEVERAGES - VARIOUS	106.50	109680
620-52-51-433000	Advertising	St. Paul Pioneer Press	GOLF GUIDE - NORTH S FULL RUN	100.00	109682
620-52-51-436000	Utilities	Xcel Energy	XCEL BILLINGS	920.39	1076
620-52-51-438000	Rental	DLL Finance LLC	INSTALLMENT	1,875.00	109640
620-52-51-441000	Training	Serving Alcohol, Inc.	MN ALCOHOL SELLER SERVER TRAINING	38.12	109675
620-52-51-442000	Memberships & Subscription	Minnesota Golf Association	MEMBER FACILITY DUES	90.00	109658
				Total Department 52-51 VEHICLES & EQUIPMENT	12,358.02

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 620 Golf Course					
				Total Fund 620 Golf Course	12,298.81
Fund: 640 Storm Drainage					
Department: 00-00 GENERAL					
640-00-00-202000	Accounts Payable	ARYLNE M ANKLAN	UB refund for account: 007866-000	11.87	109630
640-00-00-202000	Accounts Payable	BRUCE UELAND	UB refund for account: 019566-000	64.17	109634
640-00-00-202000	Accounts Payable	HP MINNESOTA 1 LLC	UB refund for account: 024992-000	37.67	109648
640-00-00-202000	Accounts Payable	JERI & KAREN QUICK	UB refund for account: 017902-000	34.74	109649
640-00-00-202000	Accounts Payable	JOHN SARGENT	UB refund for account: 004164-000	18.13	109652
640-00-00-202000	Accounts Payable	PETER & LORNA AU	UB refund for account: 006461-000	20.54	109666
640-00-00-202000	Accounts Payable	TIMOTHY LEACH	UB refund for account: 024953-000	42.01	109684
640-00-00-202000	Accounts Payable	VICTORIA JACOBSON	UB refund for account: 009529-000	1.57	109690
640-00-00-202000	Accounts Payable	WILLIAM & MARY OLSON	UB refund for account: 006408-000	12.49	109691
				Total Department 00-00 GENERAL	243.19
Department: 54-00 STORM WATER					
640-54-00-382900	Miscellaneous Revenue	JORDAN DUELLMAN	COMPOST DELIVERY REFUND	50.00	109653
640-54-00-424000	Operating Supplies	GARY CARLSON EQUIPMENT CO.	STORM PUMP HOSE, COUPLER STRAINER, CAM	376.50	109642
640-54-00-436000	Utilities	Xcel Energy	XCEL BILLINGS	1,306.25	1076
640-54-00-436000	Utilities	Xcel Energy	XCEL BILLINGS	20.52	1076
640-54-00-438000	Rental	Railroad Management Co. II	18" STORM SEWER PIPELINE	379.14	109668
640-54-00-438000	Rental	Railroad Management Co. II	78" STORM SEWER PIPELINE	379.14	109668
640-54-00-443600	Software Operating Charges	Beehive Industries, LLC	BEEHIVE LICENSE SUBSCRIPTION RENEWAL	13,413.00	109633
640-54-00-453000-PW2007	Other Improvements	Hosch Appraisal & Consulti	TWIN LAKES PHASE 2	5,000.00	109599
				Total Department 54-00 STORM WATER	20,924.55
				Total Fund 640 Storm Drainage	21,167.74
Fund: 650 Solid Waste Recycle					
Department: 00-00 GENERAL					
650-00-00-202000	Accounts Payable	ARYLNE M ANKLAN	UB refund for account: 007866-000	6.43	109630
650-00-00-202000	Accounts Payable	BRUCE UELAND	UB refund for account: 019566-000	34.77	109634
650-00-00-202000	Accounts Payable	HP MINNESOTA 1 LLC	UB refund for account: 024992-000	20.44	109648
650-00-00-202000	Accounts Payable	JERI & KAREN QUICK	UB refund for account: 017902-000	18.83	109649
650-00-00-202000	Accounts Payable	JOHN SARGENT	UB refund for account: 004164-000	9.82	109652
650-00-00-202000	Accounts Payable	PETER & LORNA AU	UB refund for account: 006461-000	11.14	109666
650-00-00-202000	Accounts Payable	TIMOTHY LEACH	UB refund for account: 024953-000	22.77	109684
650-00-00-202000	Accounts Payable	VICTORIA JACOBSON	UB refund for account: 009529-000	0.85	109690
650-00-00-202000	Accounts Payable	WILLIAM & MARY OLSON	UB refund for account: 006408-000	6.77	109691
				Total Department 00-00 GENERAL	131.82
Department: 65-00 SOLID WASTE RECYCLE					
650-65-00-430000	Professional Services	Shred-N-Go, Inc.	SHREDDING EVENT 2024	4,350.00	109678
650-65-00-430000	Professional Services	The Retrofit Companies Inc	2024 CLEAN UP DAY - ELECTROINCS RECYC	1,652.70	1073
				Total Department 65-00 SOLID WASTE RECYCLE	6,002.70
				Total Fund 650 Solid waste Recycle	6,134.52
Fund: 700 Workers Compensation					
Department: 60-00 WORKERS COMPENSATION					
700-60-00-430000	Professional Services	SFM RISK SOLUTIONS	ADMIN SERVICES	155.00	1070
700-60-00-430011	Police Patrol Claims	SFM RISK SOLUTIONS	ADMIN SERVICES	716.00	1070
				Total Department 60-00 WORKERS COMPENSATION	871.00
				Total Fund 700 Workers Compensation	871.00

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 722 C.D.B.G. Park Improvements					
Department: 57-78 EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM					
722-57-78-490000	Contractor Payments	Semple Excavating & Trucki	3253 OLD HWY 8 DEMOLITION	32,500.00	109674
		Total Department 57-78 EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM		32,500.00	
		Total Fund 722 C.D.B.G. Park Improvements		32,500.00	
Fund: 723 Housing & Redevelopment Agency					
Department: 00-00 GENERAL					
723-00-00-119118	Senior Deferred Loans	Center for Energy and Envi	LOAN ADMIN	49,826.16	1058
		Total Department 00-00 GENERAL		49,826.16	
		Total Fund 723 Housing & Redevelopment Agency		49,826.16	
Fund: 725 EDA Operating Fund					
Department: 57-00 EDA - GENERAL					
725-57-00-433000	Advertising	Golden Shovel Agency	MONTHLY MARKETING	1,050.00	1063
		Total Department 57-00 EDA - GENERAL		1,050.00	
Department: 57-73 EDA - OWNERSHIP REHAB PROGRAM					
725-57-73-430000	Professional Services	Center for Energy and Envi	LOAN ADMIN	1,750.00	1058
		Total Department 57-73 EDA - OWNERSHIP REHAB PROGRAM		1,750.00	
		Total Fund 725 EDA Operating Fund		2,800.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		100-00-00-210200	Federal Income Tax	74,786.63	
		100-00-00-210300	State Income Tax	34,309.70	
		100-00-00-210800	FICA Employee Ded.	39,078.75	
		100-00-00-211000	MNDP Def Comp	28,161.20	
		100-00-00-211001	MNDP Roth	1,521.28	
		100-00-00-211100	ICMA Def Comp	9,639.59	
		100-00-00-211101	Mission SQ Roth	250.00	
		100-00-00-211200	MN Child Support Payments	223.77	
		100-00-00-211404	MN State Retirement	13,855.31	
		100-00-00-211700	FICA Employer Share	39,078.75	
		100-02-00-420000	Office Supplies	248.68	
		100-02-00-430000	Professional Services	147.49	
		100-02-00-430060	Wellness Plan	385.00	
		100-02-00-439000	CONTRACT MAINTENANCE	1,315.22	
		100-02-00-440000	Conferences	25.00	
		100-02-00-441100	Tuition Reimbursement	1,500.00	
		100-02-00-442000	Memberships & Subscriptions	284.00	
		100-02-00-448054	Volunteer Recognition	45.60	
		100-04-00-420000	Office Supplies	92.73	
		100-06-00-430000	Professional Services	16,626.48	
		100-08-00-420000	Office Supplies	1,230.01	
		100-10-00-420000	Office Supplies	178.34	
		100-10-00-422000	Clothing	4,331.08	
		100-10-00-424000	Operating Supplies	327.00	
		100-10-00-430000	Professional Services	10,365.06	
		100-10-00-430001	Dispatching Services	37,269.30	
		100-10-00-431000	Telephone	4,093.33	
		100-10-00-437000	Contract Maint. - Vehicles	9,999.08	
		100-10-00-439000	CONTRACT MAINTENANCE	13,803.81	
		100-10-00-439000-PD0057	CONTRACT MAINTENANCE	3,650.00	
		100-10-00-441000	Training	4,000.00	
		100-10-00-443600	Software Operating Charges	375.00	
		100-10-00-448050	Employee Recognition	2,743.10	
		100-13-00-424000	Operating Supplies	232.54	
		100-13-00-439000	CONTRACT MAINTENANCE	496.79	
		100-13-00-448000	Miscellaneous	100.00	
		100-13-13-436000	Utilities	2,873.48	
		100-13-13-437000	Contract Maint. - Vehicles	650.00	
		100-13-13-441000	Training	650.00	
		100-13-18-436000	Utilities	74.54	
		100-20-20-420000	Office Supplies	119.97	
		100-20-20-423000	Vehicle Supplies & Maintenance	243.93	
		100-20-20-424000	Operating Supplies	3,762.29	
		100-20-20-443600	Software Operating Charges	4,200.00	
		100-20-21-430000	Professional Services	3,990.00	
		100-20-21-439000	CONTRACT MAINTENANCE	3,316.85	
		100-20-21-443600	Software Operating Charges	5,000.00	
		100-20-22-436000	Utilities	14,462.56	
		100-20-30-421000	Motor Fuel	32,954.48	
		100-20-30-422000	Clothing	88.22	
		100-20-30-423000	Vehicle Supplies & Maintenance	6,545.46	
		100-20-30-424000	Operating Supplies	30.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		100-23-00-424000	Op Supplies-City Hall	1,301.29	
		100-23-00-439001	CONTRACT MAINTENANCE - CITY HALL	3,700.00	
		100-23-00-439003	Contract Maint.- City Garage	575.00	
		103-20-00-430000-PW2311	Snelling-CR B Pedestrian Study	3,035.26	
		110-09-00-431100	Postage	4,283.00	
		110-09-00-448000	Miscellaneous	87.90	
		200-40-41-424000-PR0241	Operating Supplies	59.58	
		200-40-41-430000-PR0212	Professional Services	4,752.00	
		200-40-41-430000-PR0227	Professional Services	1,731.00	
		200-40-41-430000-PR0265	Professional Services	2,638.80	
		200-40-41-430000-PR0270	Professional Services	500.50	
		200-40-41-430000-PR0273	Professional Services	935.00	
		200-40-41-436000-PR0253	Utilities	1,784.38	
		200-40-53-424000	Operating Supplies	3,521.95	
		200-40-53-425000-PR5512	Merchandise for Sale	327.88	
		200-40-53-436000	Utilities	18,762.65	
		200-40-53-439000	CONTRACT MAINTENANCE	1,294.00	
		204-40-43-422000	Clothing	13.65	
		204-40-43-423000	Vehicle Supplies & Maintenance	1,394.00	
		204-40-43-424000	Operating Supplies	9,978.93	
		204-40-43-430000	Professional Services	10,362.70	
		204-40-43-430000-PR0400	Professional Services	6,658.00	
		204-40-43-431000	Telephone	355.80	
		204-40-43-431000-PR0627	Telephone	35.01	
		204-40-43-436000	Utilities	3,001.07	
		204-40-43-441000	Training	50.00	
		260-56-17-420000	Office Supplies	180.47	
		260-56-17-431000	Telephone	51.99	
		260-56-55-431100	Postage	1,891.74	
		265-05-00-420000	Office Supplies	163.98	
		265-05-00-424000	Operating Supplies	805.13	
		295-10-00-441000-PD0033	Pathways to Policing Training	4,220.04	
		297-10-00-430000	Professional Services	208.50	
		400-10-00-452000	Vehicles / Equipment	45,723.00	
		400-10-00-453000	Other Improvements	8,057.04	
		402-40-40-453000	Other Improvements	46,669.84	
		403-20-20-452000	Vehicles / Equipment	46,565.80	
		408-20-20-430000	Professional Services	4,680.00	
		409-08-00-438101	Postage Meter	332.00	
		411-40-40-430000-PR2341	PS - DNR Reservoir Woods Grant	2,750.00	
		411-40-40-453000-PR2334	Recreation Improvements	4,560.00	
		411-40-43-430000-PR2350	Professional Services	26,233.40	
		590-20-23-453000-PW2404	Cty Rd B Recon & 2024 PMP	629.40	
		592-20-23-490000-PW2222	Contractor Payments	594.00	
		600-00-00-202000	Accounts Payable	530.04	
		600-50-00-443600	Software Operating Charges	13,412.00	
		600-50-00-445000	Metro Waste Control Board	292,802.56	
		600-50-00-453000-PW2406	Other Improvements	256,419.60	
		600-50-00-490000-PW2111	Contractor Payments	282,826.35	
		610-00-00-202000	Accounts Payable	407.07	
		610-51-00-424000	Operating Supplies	304.80	
		610-51-00-430000	Professional Services	1,370.14	
		610-51-00-436000	Utilities	4,991.97	
		610-51-00-439000	CONTRACT MAINTENANCE	188.80	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		610-51-00-441000	Training	23.00	
		610-51-00-443500	Minor Equipment	3,138.65	
		610-51-00-443600	Software Operating Charges	13,413.00	
		620-00-00-209001	Use Tax Payable	(59.21)	
		620-52-51-372000	Green Fees	1,880.89	
		620-52-51-372050	Evening League Registration	267.26	
		620-52-51-424000	Operating Supplies	5,912.31	
		620-52-51-425000	Merchandise for Sale	1,274.05	
		620-52-51-433000	Advertising	100.00	
		620-52-51-436000	Utilities	920.39	
		620-52-51-438000	Rental	1,875.00	
		620-52-51-441000	Training	38.12	
		620-52-51-442000	Memberships & Subscriptions	90.00	
		640-00-00-202000	Accounts Payable	243.19	
		640-54-00-382900	Miscellaneous Revenue	50.00	
		640-54-00-424000	Operating Supplies	376.50	
		640-54-00-436000	Utilities	1,326.77	
		640-54-00-438000	Rental	758.28	
		640-54-00-443600	Software Operating Charges	13,413.00	
		640-54-00-453000-PW2007	Other Improvements	5,000.00	
		650-00-00-202000	Accounts Payable	131.82	
		650-65-00-430000	Professional Services	6,002.70	
		700-60-00-430000	Professional Services	155.00	
		700-60-00-430011	Police Patrol Claims	716.00	
		722-57-78-490000	Contractor Payments	32,500.00	
		723-00-00-119118	Senior Deferred Loans	49,826.16	
		725-57-00-433000	Advertising	1,050.00	
		725-57-73-430000	Professional Services	1,750.00	
--- TOTALS BY FUND ---					
		100	General Fund	439,307.69	
		103	Contracted Engineering Svcs	3,035.26	
		110	Telecommunications	4,370.90	
		200	Recreation Fund	36,307.74	
		204	PARK MAINTENANCE	31,849.16	
		260	Community Development	2,124.20	
		265	License Center	969.11	
		295	Police Grants	4,220.04	
		297	Police - Safe Harbor	208.50	
		400	Equipment Revolving	53,780.04	
		402	Parks & Recreation Vehicle Rev	46,669.84	
		403	Public Works Vehicle Revolving	46,565.80	
		408	Pathway Maintenance Fund	4,680.00	
		409	Plant Fund	332.00	
		411	Recreation Improvements	33,543.40	
		590	Special Assmt. Construction	629.40	
		592	Street Construction - 2022	594.00	
		600	Sanitary Sewer	845,990.55	
		610	Water Fund	23,837.43	
		620	Golf Course	12,298.81	
		640	Storm Drainage	21,167.74	
		650	Solid Waste Recycle	6,134.52	
		700	Workers Compensation	871.00	
		722	C.D.B.G. Park Improvements	32,500.00	
		723	Housing & Redevelopment Agency	49,826.16	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		725	EDA Operating Fund	2,800.00	
		Total For All Funds:		1,704,613.29	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.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.

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Requested Council Action

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

Prepared by: Joshua Kent - Assistant Finance Director

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

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General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Parks & Recreation (Skating Center)	Actions Sports of MN, Inc.	Skate Park and Inline Hockey Equipment Replacement	(a)	\$ 50,000	\$ 38,489	2023/2024 CIP
Parks & Recreation	Albrecht Company	Irrigation Installation	(b)	\$ -	\$ 23,858	2024 Park Dedication Funds
Public Works (Streets)	Compass Minerals America, Inc.	Road Salt	(c)	\$ 134,650	\$ 57,132	2024 Budget

Key

- (a) The skate park and inline hockey rink are essential for the year round operations for the Oval, and much of the original equipment is due to be repaired or replaced. This agreement with Action Sports of MN, Inc. would provide for installation of five new pieces of skate park equipment to replace equipment that has failed over time. This was a 2023 CIP item that was carried over to 2024 to be completed.
- (b) This agreement is for the purchase and installation of an irrigation system to be located at the new park on 2381 County Road B. These funds are being spent out of the 2024 Park Dedication Funds which do not get budgeted for by the City.
- (c) Street maintenance is requesting approval for Compass Minerals for 600 tons of road salt (@ \$95.22 per ton) as part of the annual salt purchase from the Minnesota State Bid contract S-763(5) 2024, which was awarded on 5/8/2024. The price of salt did not increase from the 2023 amount. This 600 tons reflects half of a typical winter season total, as there is carryover salt in that salt bin from 2023 due to a mild winter.

Department/Division:	Parks and Recreation/Skating Center
Project/Initiative Title:	Skate Parks and Inline Hockey Rink
Total Estimated Cost:	\$ 50,000
Funding Source:	CIP
Annual Operating Budget Impact:	[NA]

Project/Initiative Description:

The Skate Park and inline hockey rink are essential for the year round operations for the OVAL. Much of the equipment is original. This funding is for replacement of aging and broken equipment based on condition assessment and user needs.

This PO is for installation of five new pieces of skatepark equipment to replace equipment that has failed over the past few years.

Location:

Roseville Skating Center

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.c.

Department Approval



City Manager Approval



Item Description: Approve 1 Temporary Gambling Permit

Background

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

Temporary Gambling Permit

Roseville American Legion Auxiliary 542
700 W County Road C
Roseville, MN 55113

Roseville American Legion Auxiliary 542 is a veterans group which is holding a raffle at Rosetown American Legion, 700 W County Road C on September 2, 2024

Policy Objectives

Required by City Code

Racial Equity Impact Summary

There is no anticipated racial equity impact.

Budget Implications

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

Staff Recommendations

Staff has reviewed the application and has determined that the applicant meets all City requirements. Staff recommends approval of the license.

Requested Council Action

Motion to approve the Temporary Gambling Permit for Roseville American Legion Auxiliary 542.

Prepared by: Katie Bruno

Attachments: 1. Application, American Legion

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: American Legion Auxiliary

Previous Gambling Permit Number: X- 94955-24-009

Minnesota Tax ID Number, if any: 416054769

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

Mailing Address: 700 W County Rd C

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

Name of Chief Executive Officer (CEO): Mari Irmiter (Installed as President 05-14-2024)

CEO Daytime Phone: 651 470 0818 CEO Email: _____

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

Email permit to (if other than the CEO): gwenholets@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Rosetown American Legion

Physical Address (do not use P.O. box): 700 W County Rd C

Check one:

☒ City: Roseville Zip: 55113 County: Ramsey

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 09-02-2024

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

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

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

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

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

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Mari Irmiter Date: 06/05/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Mari Irmiter (Installed as President 05-14-2024)

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
Complete a separate application for: - all gambling conducted on two or more consecutive days; or - all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Mail application with: _____ a copy of your proof of nonprofit status; and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the	application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-	ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.
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This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.d.

Department Approval



City Manager Approval



Item Description: Authorize Agreement with Flagship Recreation for Planning and Installation of Lexington Park Playground

Background

At the April 8, 2024, City Council meeting, staff and the Council discussed the forthcoming replacement of the Lexington Park playground as part of the City's Capital Improvement Program (CIP). As a refresher, the playground is Roseville's second most-used playground, and has a number of unique characteristics that offer an opportunity to provide a more inclusive play space with an upgraded playground. In addition to the \$385,000 budgeted in the 2024 CIP, the Friends of Roseville Parks (FOR Parks) have committed to contributing funds to the project to create a more inclusive and unique playground.

On April 16, 2024, staff issued a request for proposals for a vendor to engage with the community, plan, design, and install a more inclusive playground at Lexington Park utilizing the best value procurement method. Three proposals for the project were submitted. Proposals were reviewed by a committee of seven individuals, four parks and recreation staff, and three community members (two of whom have ambulatory disabilities). Additionally, an interview was conducted with each proposer. Ultimately, Flagship Recreation was scored the highest and is the apparent best value (attachment 2).

Vendor	Proposed Budget	Best Value Score (Out of 1,000 possible points)
Flagship Recreation	\$375,000	970
MWP Recreation	\$375,000	760
Midwest Playscapes	\$375,000	493

Staff conducted a clarification meeting with Flagship Recreation and arrived at an agreement to complete the project (attachment 1). The process will include a minimum of three community engagement events this summer and a community playground build in the spring of 2025, and opening by June 2025.

The proposed base-bid cost for the project is \$375,000. Several potential "value adds" were also identified. The final price and inclusion or exclusion of value adds will be determined once a final design is created through the engagement process. Any expenses in excess of \$385,000 that is allocated for the project in the CIP would be brought to the City Council as a purchase requisition.

Policy Objectives

Completion of this project is consistent with the City's adopted Capital Improvement Plan and the Parks

and Recreation System Master Plan's goal of investing in aging infrastructure to ensure modern, well-kept parks.

Racial Equity Impact Summary

Parks and play spaces are key drivers of a more equitable community, in that they provide physical and mental health benefits, connect neighbors across diverse backgrounds, and play an integral part in creating a welcoming community.

Lexington Park's primary service area loosely aligns with a Census tract 27123041800. That tract contains roughly 30% people of color and 7% people living with a disability. A number of strategies will be used to ensure that historically underrepresented voices are heard in the planning process including specific invitation, engagement at events in the park (as opposed to traditional meetings), and targeted invitations.

Budget Implications

The proposed base bid cost for the project is \$375,000. Several potential "value adds" were also identified. The final price and inclusion or exclusion of value adds will be determined once a final design is created through the engagement process. Any expenses in excess of \$385,000 that is allocated for the project in the CIP would be brought to the City Council as a purchase requisition.

It is anticipated that any accepted value adds that exceed the \$385,000 that is budgeted in the CIP would be paid for using donations and/or previously acquired park impact fees.

Staff Recommendations

A motion authorizing the Mayor and City Manager to enter into the enclosed agreement (attachment 1) with Flagship Recreation for engagement, planning, design, and installation of a replacement playground at Lexington Park.

Requested Council Action

A motion authorizing the Mayor and City Manager to enter into the enclosed agreement (attachment 1) with Flagship Recreation for engagement, planning, design, and installation of a replacement playground at Lexington Park.

Prepared by: Matthew L. Johnson, Parks and Recreation Director

Attachments:

1. Agreement with Flagship Recreation for Playground Replacement
2. Best Value Scoring Summary - Lexington Playground

CITY OF ROSEVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made on the 17 day of June, 2024, between the City of Roseville, a Minnesota municipal corporation (the “City”), and Flagship Recreation (the “Contractor”, each a “Party” and together the “Parties”).

1. **Scope of Work.** The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
2. **Term and Termination.** The term of this Agreement will commence on June 17, 2024. Unless extended by written agreement of the Parties, this Agreement will terminate no later than July 1, 2025 or upon completion of the Work, whichever occurs first. 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 and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.
3. **Compensation for Work.** The City agrees to compensate Contractor the in accordance with **Exhibit 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.** Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
 - a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
 - b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
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: Jim Taylor, Parks Superintendent

To Contractor:

Flagship Recreation
11123 Upper 33rd St. N
Lake Elmo, MN 55042
Attn: Chad Simich

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.

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. [CHECK WITH CITY ATTORNEY] Professional/Technical (Errors and Omissions) Liability Insurance

For contractors providing professional services as determined by the City, the Contractor is required to maintain Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Contractor’s professional services required under the contract.

The Contractor is required to carry the following minimum limits:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate

The retroactive or prior acts date of such coverage shall not be after the effective date of the contract and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

- c. [CHECK WITH CITY ATTORNEY] 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.

- d. 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.

e. 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

[CONSULTANT]

By: _____
Mayor

By: _____
Its: _____

By: _____
City Manager

By: _____
Its: _____

EXHIBIT A

WORK

Contractor shall perform engagement, planning, design and installation of the replacement playground at Lexington Park as outlined in their proposal (Exhibit C). The Final Playground design will be determined through the outlined community process.

EXHIBIT B

COMPENSATION

The proposed turn key project price is \$375,000.

Once the final design is completed and approved, vendor shall provide a detailed project quotation (including equipment and installation costs) for review and issuance of a purchase order by the City.

The City is not obligated to pay any expenses incurred prior to the issuance of a signed purchase order.

Determination about acceptance or rejections of “value adds” will be made throughout the design process, and can only be authorized through a PO signed by a City representative.

Charges that are not included in the signed PO are not eligible for reimbursement.



PROPOSAL RESPONSE

Lexington Park Playground Replacement

ATTACHMENT A

RESPONDENT OFFER - SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and/or services described herein at the prices quoted in the Respondent's proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Respondent also certifies:

1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable company regularly engaged in providing products and/or services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts terms and conditions of this RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
7. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

Signature:

Chad Simich

Name (type or print):

Chad Simich

Title (type or print):

VP Sales / Owner

Date:

5/15/24

ATTACHMENT B

RESPONDENT PROFILE FORM

Purchase Orders should be faxed to:

Vendor Name: Flagship Recreation	
Contact Person: Chad Simich	Title VP Sales
Street: 11123 Upper 33 rd St N	
City, State, Zip: Lake Elmo, MN 55042	
Phone: 612-747-6605	Fax:
Web Address: www.flagshipplay.com	
E-Mail Address: chad@flagshipplay.com	

Payments should be mailed to:

Vendor Name: Flagship Recreation	
Contact Person: Chad Simich	Title: VP Sales / Owner
Street: 11123 Upper 33 rd St N	
City, State, Zip: Lake Elmo, MN 55042	
Phone: 612-747-6605	Fax:
Do you accept Master Card? Yes: _____ No: X _____	Payment Terms: Net 30
Federal Tax ID# or Social Security #: 81-1240527	MN State Tax ID#: 44-09421
Signature of Authorized Agent: <i>Chad Simich</i>	Date: 5/15/24

ATTACHMENT C

EXCEPTIONS TO AWARD TERMS AND CONDITIONS

Any award made as a result of the RFP will be governed by the terms and conditions contained in the RFP.

If you take exception or wish to propose a deviation to any term or condition in this document, do so clearly and conspicuously on this Attachment by referencing the number of the term or condition, the specification section, and by describing the exception or deviation, and proposing alternative language.

If you do not clearly and conspicuously take and exception or propose a deviation to a specific term or condition, you shall be bound by such term or condition in the event an award is made to you.

The City reserves the right in each instance to:

- 1) Accept with deviations or exceptions,
- 2) Negotiate deviations or exceptions, or
- 3) Reject a proposal with deviations deemed unacceptable by the City at its option and in the exercise of its sole discretion

Exceptions Taken (Attach additional pages if necessary):

None

ATTACHMENT D

PROPOSAL FORM

PROJECT TEAM

Name Vendor:

Flagship Recreation

Name of Project Manager:

Chad Simich

PRELIMINARY PROPOSAL

The City's objective is the replacement of the Lexington Park Playground with a playground that is:

- of similar or greater play value and size
- is more inclusive than a typical playground, including inclusive elements.
- Provides a special and unique play experience that is based upon the desire of neighborhood residents.

Briefly summarize your initial proposal including amount of equipment, type of surfacing, play value and other elements. It should be understood by the vendor that this preliminary proposal will likely change significantly through the community engagement process. This should not be a fully developed playground plan or schematic.

Community members will enjoy spectacular views of the park and surrounding area from the 12' high deck included on the 26' tall Super Netplex tower. This unique and accessible anchor piece to our design would be the first of its kind in the Roseville park system and possibly the tallest (with the possible exception being the Rocket at Central Park). Climb on nets or use the belt path to get to the 8' double swoosh slide or 12' high 360 degree tunnel slide. A play functionally linked ramped structure provides for a wheeled accessible path from the sidewalk to monkey bars, a sensory roller slide, multiple climbers and play panels. Notice that we have intentionally positioned the larger play systems to be nearer the park building and boulder climb to reduce separation of the boulders and improve supervision lines of site from the building. Poured in place surfacing has been used to provide direct access to all accessible entry's and equipment that is 'highly accessible'. We have also surrounded the 12' tower in poured in place to allow all users easy access to be near the action, even if they personally cannot access the that specific equipment or are just supervising. The existing asphalt area will be resurfaced and have a new drop-shot, 4-square and hopscotch play area to enable additional modes of play. We have increased the count of swings, included accessible bucket swings and swings for all ages. While the original playground had no spinning activities, our design introduces two accessible spinning options including the wheel chair accessible 'we-go-round' and a seated 'chill spinner'. Finally, kids will line up to feel the speed and motion provided by the 34' double zip krooz that includes an accessible bucket seat so that everyone can feel the thrill. Alternative playground colors can be provided to ensure the site has the visual impact desired by community members and city.

The proposed playground design exceeds ADA standards and meets all CPSC requirements.

FOOTPRINT

What is the proposed footprint of your preliminary proposal (what is the square footage, and would you use existing curb or repour).

We have completed multiple site visits to visually review the condition of the existing concrete infrastructure (curb, sidewalk, seating area flatwork, etc.). We found:

- Overall, the concrete is in good condition and,
- The existing infrastructure provide suitable configuration and an appropriate square footage and seating area for the directional budget provided
- High likelihood that attempting to replace some of the infrastructure would result in damaging or undermining adjacent concrete which could consume more of the budget than planned
- Replacement value for all of the concrete is estimated to be between \$35,000 and \$50,000+
- From a sustainability/re-use perspective, it would be beneficial to work within the existing container(s) and configurations given they appear to be in good condition and adequate for the stated purposes given the alternative (consuming 15% of the preliminary budget to replace infrastructure that is in good condition)

Based on this, the proposed footprint for our preliminary proposal is the exact same as the current footprint (8,569 SqFt) and assumed reuse of the container concrete and layouts 'as-is'.

ENGAGEMENT PLAN

Briefly summarize a plan for engaging with the community to ensure that the final proposed plan meets the needs of the neighborhood.

1. At Award: Meet with City Staff/Consultants to discuss and understand:
 - a. Parks master plan goals for the site, new information that may further inform the master plan, budget direction.
 - b. Seek to understand key park uses given location, amenities, neighboring parks/play experiences
 - c. Hear and understand existing community feedback the city has received concerning opportunities, issues (re: vandalism, maintenance, etc.), risks (re: traffic, sitelines, etc.) and/or lessons learned from the existing playground structure.
 - d. Discuss potential to seek preliminary information using a simply survey
2. Sept 2 2024: Partner with city staff to collect community contact info to participate in a simple electronic survey to solicit key observations from interested community members. This info would provide valuable data to baseline existing community sentiment and gain preliminary insights to inform our design discussions. Send survey and collect results.
3. Sept 23 2024: Review and summarize survey results. Prepare for Community Engagement Meeting #1.
 - a. Prepare / develop 3 unique designs options to be used as 'kick-starters'
4. Oct 7 2024: Community Engagement Meeting #1:
 - a. Introduce 3 designs, key pieces of equipment, key accessible equipment and/or design elements
 - b. Get community input on equipment configurations, key equipment included, equipment swaps desired, equipment to avoid, missing equipment, etc.
 - c. Get community to prioritize each of the 3 'kick-starter' designs so that we can identify two designs with prioritized changes to move forward.
5. Oct 21 2024: Community Engagement Meeting #2:
 - a. Review comments/priorities that came from meeting #1
 - b. Introduce two prioritized designs with prioritized changes from Meeting #1 included
 - c. Get community input on updated designs, key equipment included, equipment swaps desired, equipment to avoid, missing equipment, trade-offs, etc.
 - d. Get community to prioritize between the two final designs 'kick-starter' designs so that we have their baseline. Final changes will be made to only the top priority design the community selects.
6. Nov 4 2024: Community Engagement Meeting #3
 - a. Review comments/priorities that came from meeting #1 and #2
 - b. Introduce 'final' revised design (multiple color pallets) that incorporates changes prioritized in meeting #2 and discuss. Prioritize minimal changes based on trade-off, budget, space discussion and alignment with community.
 - c. This concludes the community engagement. City publishes final playground design and planned schedule on city website
7. December 2024: Place Equipment Order
8. May 1 2025: Equipment Available to Ship
9. May 1 2025 – May 23 2025 Equipment and Surfacing Installation
10. May 23 2025: Playground Open for Memorial Weekend 2025

BINDING PROJECT COMPLETION DATE

Please indicate the date on which the project will be available for use (completely installed), if the above proposal and engagement plan are implemented.

May 23, 2025

COST

What is the proposed cost in which you can meet the City's objective of replacing the Lexington Park Playground with a playground that is:

- of similar or greater play value and size
- is more inclusive than a typical playground, including inclusive elements.
- Provides a special and unique play experience that is based upon the desire of neighborhood residents.

(project budget) \$375,000 (Lump Sum)

Line Item Budget

At minimum, the line item budget shall include line item costs for each category associated with playground design and installation such as planning, equipment cost, surfacing, sitework, installation and other auxiliary cost.

Equipment:	\$246,710
Discount (10%):	(\$24,671)
Shipping:	\$1,200
Equipment Installation:	\$37,890 (15% of equipment cost)
Demo/Site Work/Excavation:	\$39,689
<u>Surfacing (EWF + PIP)</u>	<u>\$74,182</u>

Total **\$375,000**

Lexington Playground Proposal Renders Are Attached to the End of This Proposal

WARRANTY and EXPECTED LIFE

Briefly state what the expected lifespan and warranty for your product is.

"Manufacturer" warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty: On aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty: On steel arches, all plastic components, all aluminum and steel components not covered above, climbers, Outdoor Musical Instruments, decks and PVC coatings) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty: On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty: On specific net climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty: On musical equipment cables and mallets against defects in materials or manufacturing defects on polycarbonate panels against defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty: On all other parts, i.e. all swing seats and hangers, all swing chain and cables, specific cables, Track Ride trolleys and bumpers, specific handholds, specific Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, exercise resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

Specifics on the actual warranty coverage and specifics can be provided

Expected Life: With typical care and maintenance and in lieu of normal wear and tear, it is my opinion and experience that the expected life of this system is longer than the typical municipal CIP replacement schedule (20-25 years).

PREVIOUS PROJECTS OF SIMILAR SCOPE

Include a brief summary and renderings of two projects that your company completed that are similar in size and cost to what was proposed above. Summary should include the final turnkey budget, and any other relevant information.

Fridley Moore Lake: Moore Lake was a new playground (no removals/excavation) completed in September 2023. The area defined for this playground was similar (8,000 SqFt). The primary structure in the playground design included a 10' tower with a bridge connection to another 6' post and deck system. While there are many 'accessible' and sensory pieces of equipment, access to most of the Moore Lake structure is only thru a transfer station.

Budget: \$376,000 (purchased in 2022, installed in 2023)
 SqFt: 8,000
 EWFSqFt: 5,000
 PIP SqFT: 3,000

Hugo Lions Park: Lions Park is located within 100 yards of the Hugo City Hall and is one of their busiest parks. Lions Park includes a large net tower position on a hill to exaggerate its height. The net tower has an integrated shade and can be approached or entered from any direction. This playground was a new build (no removals or excavation) and at 13,000 SqFt is larger than the proposed design at Lexington. The high degree of accessibility and inclusiveness at this site is supported by the PIP surfacing, a large concrete walkway and the placement of key accessible pieces of equipment.

Budget: \$730,000
 SqFt: 13,000
 EWFSqFt: 0
 PIP SqFT: 13,000

Renderings & Images of these playgrounds were attached to the end of this proposal

Flagship Recreation

Name of Company

Chad Simich

Printed Name of Firm Representative

Chad Simich

Signature of Firm Representative

612-747-6605

Phone

Fax

5/15/24

Date

ATTACHMENT E

RISK PLAN

This template must be used. The Risk Plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the **2-page** limit. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

APPLICABLE PROJECT NUMBER(S): Lexington Park

Risk 1 Description:	Community Expectations vs. Budget/Space Constraints: In community engagement settings it is not uncommon to learn that the expectations or vision of community members may be grander (size, height, play event count, level of accessibility, etc.) than budgets allow. This mis-alignment can lead to dissatisfaction in the engagement process, demands for higher budgets and delays in the overall schedule.
Solution:	Proactive engagement planning, coordination with city staff and providing a transparent process that leverages communication to explain project budgeting, park planning objectives, typical costs and/or design constraints to establish guidelines and establish clear expectations for the engagement. Working with the community, our goal is to establish a clear frame work for the community to work within, understand and set priorities, discuss design alternatives and trade-offs. This engagement approach creates process ownership and buy-in from the community, allows design iteration to progressively move forward on schedule and budget.
Documented Performance:	(1) Rated: Exceptional for 'Ability to engage public and overall design process'. (2) Led or participated in more than 15 community engagement models of different formats in 2022-23 with all projects delivering on-time and on-budget. (3) Have managed over 50 community engagements since 2016 for projects with budgets ranging from \$75K to \$1M+ and have established successful iterative design process to support multiple community engagement models.
Risk 2 Description:	Overcoming Resistance to Change: Community playgrounds should last 20-30 years. In that time community members may become emotionally attached to the existing playground designs and/or features they or their kids had experienced. As a result, some community members may express an aversion to change, desire play equipment that looks familiar and may be motivated to limit changes the broader community expressly desires or new standards require. Most community members are appropriately not well versed in the many innovations in play equipment, evolving safety or ADA standards or how evolving social norms (accessibility/inclusiveness) create new design options or requirements and also new competing interests, priorities and at times, constraints.
Solution:	Identify, listen, engage and understand these participants. In general, people are most resistant to change they don't understand, feel they don't have control over, or feel like their feedback is not being taken into account. Communicate trends, current safety standards, current ADA standard and accessibility or inclusiveness goals of the city. Set clear working guidelines with the understanding new equipment, designs and surfacing will all be required to meet current safety, ADA and/or maintenance guidelines required by the city. Leverage our ability to design and incorporate custom play elements meeting those standards if appropriate to meet the need expressed by the community.
Documented Performance:	(1) Annual training on playground trends, standards and design practices received from leading play equipment innovator and manufacture. (2) 100% of Flagship staff is CPSI certified and able to communicate safety requirements. (3) Rated: Exceptional for 'Ability to engage public and overall design process'. (4) Led or participated in more than 15 community engagement models of different formats in 2022-23 with all projects delivering on-time and on-budget. (5) Have managed over 50 community engagements since 2016 for projects with

budgets ranging from \$75K to \$1M+ and have established successful iterative design process to support multiple community engagement models.

Risk 3 Description: Solution:	Maintaining Design & Construction Schedule Project Specific: (1) Create detailed engagement, design iteration, manufacturing and construction schedule including key milestones for the project based on planned June 1, 2025 completion. (2) Propose a cadence for the design engagement meetings that will enable an iterative design process that progresses based on community input to a final design in 3 meetings. (3) Submit final design/order to manufacturer based on manufacturing lead-time to ensure on-time delivery for installation schedule. (4) Leverage in-house project turn-over processes to review project with Construction Manager and contract installation team(s). Company Specific: (1) We have a dedicated full-time Construction manager responsible for scheduling and managing all projects and installation resources to. (2) Our dedicated Minnesota based contract install crews only install our projects and we control their schedules. (3) Our manufacturer has the highest on-time ship and order accuracy in the industry which improves the accuracy of our project installation scheduling and installation efficiency.
Documented Performance:	(1) Manufacturer On-time Shipping: 99%. (2) Manufacturer clean (accurate/complete) shipments: 95% (3) Dedicated play experience designers on staff provide 80 hours of design capacity per week. (4) Average New Design Lead-time: 2-4 days. (5) Average Design Revision Lead-time: 1 Day. (6) PPS Score of Exceptional for 'Ability to maintain project schedule' (7) PPS Score of Exceptional for 'Professionalism & ability to manage' (8) Average lead-time to receive short-shipped item: 2-3 days. In each of the last 3 years we successfully delivered over 140 projects annually and >10 of those projects are \$500K+ every year.
Risk 4 Description: Solution:	Unknown Underground Conditions (1) Construction Manager or Field Technician will complete a site inspection and site review before to visually validate estimated excavation/installation costs before we are under contract. If suspect conditions visible (2) soil samples can be obtained. (3) Review overall site plans with city staff and necessary entities to ensure accurate locates of private and public utilities. (4) Evaluate risk of the project site and collaborate with city staff if contingency \$ are recommended to be included in the contract.
Documented Performance:	(1) In house former Civil Engineer, AIA and LA staff members available to discuss and/or troubleshoot with Construction Manager and Field Tech for underground issues. (2) PPS Score of Exceptional for ability to maintain project schedule. (3) PPS Score of Exceptional for Ability to Manage Project Costs. Construction Manager and Field Technician with over 30 years combined experience (excavation, construction, etc).
Risk 5 Description: Solution:	Vandalism/Theft During/After Construction (1) Shipment of Equipment: Unlike some providers, our install crews take full responsibility for the unloading of our customer orders at the job site and equipment is not delivered to an unmonitored site until the installation begins. (2) Small packages or high value loose items are removed from the site overnight if not yet installed (3) In some locations, temporary perimeter fencing may be recommended to restrict access to the job site. (4) In some locations, we may seek partnership from city police to conduct more frequent drive-bys at overnight (5) Community engagement design meetings will discuss and consider historical vandalism risks (if any) and may influence some equipment, design and/or installation tactics.
Documented Performance:	(1) Company 'Installer Handbook' and contract installer agreements include risk mitigation steps to be followed at every site. (2) We have had no material cost/schedule impacts to customers in the past three install seasons. (3) Specific purchasing contracts provide requirements that manufacturers cover replacement parts and/or installation of vandalized equipment when installation in-flight. (4) Specific vandalism conscious design criteria documented during community engagement.

ATTACHMENT F

PROJECT CAPABILITY PLAN

This template must be used. The Project Capability Plan should identify the Respondent's **capability to meet the project's requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Project Capability Claim table templates, but do not exceed the **2-page** limit. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics. Be sure to include all key elements of the project including **engagement, design, and installation**; and budget of the project.

APPLICABLE PROJECT NUMBER(S): Lexington Park

Project Capability 1 Claim:	We have proven capability to plan, lead and manage community design processes to maximize community engagement, navigate diverse community input and negotiate trade-off decisions to enhance community buy-in and create community sense of 'ownership' while staying on budget and schedule
Documented Performance:	(1) Rated Exceptional 5/5 for 'Ability to engage the public and overall design process'. (2) Led or participated in more than 15 community engagement models of different formats in 2022-23 with all projects delivering on-time and on-budget. (3) Have managed over 50 community engagements since 2016 for projects with budgets ranging from \$75K to \$1M+ and have established successful iterative design process to support multiple community engagement models
Project Capability 2 Claim:	Working as a team with our manufacturing partner we have the design resources, training, and the industry's largest custom equipment design/engineering capability required to provide innovative playgrounds that may designed to be unique for each neighborhood, provide intentional diversity in play experiences, aesthetic appeal and accessibility to meet the diverse needs of our customer's broader community. Combined, these design/manufacturing capabilities enable us to meet a very broad set of project needs for each of our clients and enable our clients to streamline sourcing and reduce maintenance complexity across their portfolio of parks.
Documented Performance:	(1) In addition to the two full-time Design staff we have, our manufacturer also has 18 standard play equipment designers, 8 custom play designers, one nationally recognized Director of Design, one Custom Design manager and one project manager. (2) Our internal design team has 20 years of combined design experience and our manufacturer's design team has over 100 years of combined design experience. (3) We have designed and installed an average of 120 playgrounds per year in Minnesota in each of the last 3 years. (4) Annually, we design and install an average of 5-7 large destination, 100% custom or highly accessible/universally accessible playgrounds with budgets of \$500K+. Survey score of Exceptional 5/5 for 'Ability to engage the public and overall design process'.
Project Capability 3 Claim:	Proven construction management capability that enables us to plan our complete installation season by week and project phase across 120+ projects of varying complexity and multiple dedicated Minnesota based contract installation crews to reduce risk, minimize schedule variance, maintain project budgets and minimize project duration and park down-time for our clients.
Documented Performance:	(1) We can manage our schedule because our manufacturer is the best in the industry at managing theirs. Our manufacturer on-time shipping is 99%. We can depend on their dates. (2) Manufacturer's accurate/clean shipping is 95%...any equipment shorted in the shipment can be received in 1-2 days. (3) Survey score of Exceptional 5/5 for 'Ability to maintain project schedule'. (4) Survey score of Exceptional 5/5 for 'Communication, explanation of risk and documentation.' (5) Survey score of Exceptional 5/5 for 'Professionalism and ability to manage' (6) Company owners and Construction Manager have over 80 years of combined

- project management experience. (7) Every client project is broken down into labor hours and task durations for each project phase to reduce scheduling risks within and between projects and across all construction contract teams.
- Project Capability 4 Claim:** We have the capability to manage all aspects of your playground project including, demolition, site preparation, excavation, drainage grading, concrete curb, sidewalks and much more. Having these capabilities further demonstrates the skills of our installers
- Documented Performance:** Over 75% of our 2023 projects included scope beyond installing the playground equipment and safety surfacing. (2) In 2023, we operated as the sole General Contractor on over fifty projects, eight of those projects were over \$350K in total value. (3) Survey score of 4.98/50 for 'Ability to manage cost'. Survey score of Exceptional 5/5 for 'Quality of workmanship'.
- Project Capability 5 Claim:** Our manufacturer provides the industry's highest quality equipment and lowest total cost of ownership
- Documented Performance:** (1) Manufacturer is ISO 9001 & 14001 certified. (2) Superior powdercoat processes that leads to 4x increased paint life and fade resistance. (3) Clamp on post installation design reduces post penetrations required, reduces water penetration and extends life of posts. (3) Manufacturer employs Kaizen continuous improvement manufacturing method and builds-to-order each playground project which reduces incorrect part manufacturing and unexpected delays to installation durations. (4) A 2021 'Total cost of ownership' study of 31 playgrounds purchased by one school district for \$2,043,521 in 2005 showed that over 16 years the school district spent only \$4,370 (.21% of the original purchase price or only \$312.16 on average per year. (5) Survey score of Exceptional 5/5 for 'Overall customer satisfaction and comfort level hiring again'. (6) Survey score of Exceptional 5/5 for 'Quality of Workmanship'.
- Project Capability 6 Claim:** We manage our cashflow and operations so your project will not be impacted negatively.
- Documented Performance:** (1) We have requested no advanced deposits, disbursements, or progress payments for any municipal playground project under \$500K in the past 8 years unless required to by contract agreement. (2) We maintain access to \$1M+ through several credit facilities. (3) We have financial controls in place to ensure profitability and a significant portion of retained earnings are invested back into the company. We are glad to accept payment only when our clients are satisfied with their completed playground project.

ATTACHMENT G

VALUE ADDED PLAN

Identify any options, ideas, alternatives, or suggestions to add value to this project. Include a short description of how it adds value to the project and identify if the items will increase or decrease schedule, cost, or satisfaction. All cost and schedule impacts associated with these value added options must NOT be included in your base cost/schedule. You may add/delete additional rows if necessary but do not exceed the 2-page limit.

APPLICABLE PROJECT NUMBER(S): L e x i n g t o n P a r k

Item 1 Claim: Use a salvage company or charitable organization for removal of existing equipment.

How will this add value?: Reduction in proposed removal/disposal cost. Sustainability/reuse of existing equipment

Documented Performance: We have worked with clients or contracted directly multiple (2-3) times in past years to do this work

Cost Impact (\$): -\$3,500-\$5000 **Schedule Impact (%):** 0%

Item 2 Claim: Salvage/Refinish the existing 2-5 yr Jeep

How will this add value?: Additional play value for minimal cost. Maintain some of prior playground history

Documented Performance: Though we typically only offer this when retrofitting our own equipment, if upon inspection of the existing Jeep we believe all fitments, welds and safety features are in good operating condition, a retrofit/refinish of this equipment may be possible. We complete at least 2-5 retrofits every season for clients. Additional planning and coordination required, no schedule impact

Cost Impact (\$): \$+2,000 **Schedule Impact (%):** 0%

Item 3 Claim: Community Build Day

How will this add value?: The Roseville community had benefited from doing a single community build day during the installation of many of their new playground structures. A community build day provides the community surrounding the park and opportunity to come together, meet each other, work together to assemble some key playground features and celebrate. It also creates a sense of ownership and stewardship among the community that the city can benefit from. Given equipment safety standards, the need for heavy construction equipment and significant concrete work, our approach is to nearly complete the installation and stage low weight, low complexity work that can easily be performed by the community. The community build day can be worked into a date near the end of the planned installation schedule.

Documented Performance:

Cost Impact (\$): \$0 **Schedule Impact (%):** 0%

Item 4 Claim: Increase accessible PIP surfacing to 100% coverage (from 3,000 SqFt to 7,500 SqFt).

How will this add value?: Though engineered wood fiber is ADA compliant based on standards, it is simply not as easy to navigate for those using mobility devices (wheelchair, walkers, etc). Increasing PIP rubber surfacing improves accessibility which allows users to access the entirety of the playground and be near the action even if they may not have the physical capability to use all of the equipment. Costs below are those costs that are incremental to our proposal. Schedule impact is to install duration only.

Documented Performance: We install over 100,000 SqFt of PIP rubber surfacing every year and complete more highly accessible playground projects than any other playground installer every year.

Cost Impact (\$): +\$99,000 **Schedule Impact (%):** 10% (or 2-3 days)

Item 5 Claim: Add a 24'x24' shade over the seating area and existing picnic tables.

How will this add value?: Offering shade options can become important for busy playgrounds with extensive seating where visit durations are longer. We are proposing a value-added option of adding a 24' x 24' shade to the existing central picnic table area of the park/playground. Other shade options available upon request. Schedule impact is to install duration only.

Documented Performance: We install an average of 7-10 larger shade units like the one proposed here every season.

Cost Impact (\$): +\$28,000 **Schedule Impact (%):** 10% (or 2-3 days)

Item 6 Claim: Replace existing bench seating and picnic tables

How will this add value?: Existing Benches and Picnic tables appear to be original and their current weathered condition while useable, will standout. Existing benches are rusting and some pieces have damage. We have the ability to include benches that can support commemorative plaques (to replace existing plaques in the ground) and proposed picnic tables include game tops (chess/checkers) to introduce more play value. This value added estimate includes two – 4 seat tables, two – accessible 3 seat tables and 4 benches (memorial plaque capable).

Documented Performance: We represent a leading furnishing provider and install 10-20 benches and picnic tables every season.

Cost Impact (\$): \$20,500

Schedule Impact (%): 0%

Flagship Recreation									
Reviewer	Proposal	Overall Project Capability	Risk Plan	Value Added Plan	Past Performances	Interview	Price	Price Pts	TOTAL
A	1	50	20	30	10	50			160
B	1	60	20	15	10	50			155
C	1	60	20	30	10	50			170
D	1	55	20	30	10	45			160
E	1	60	20	30	10	50			170
F	1	60	20	30	10	50			170
G	1	60	20	30	10	40			160
AVG Score		57.8571429	20	27.8571429	10	47.8571429	\$375,000		
Weight (Pts)		200	100	100	50	350	200		1000
Weighted		192.857143	100	92.8571429	50	335	200		970.7143
FINAL SCORE		970.71429							

MWP Recreation									
Reviewer	Proposal	Overall Project Capability	Risk Plan	Value Added Plan	Past Performances	Interview			TOTAL
A	2	35	10	15	5	30			95
B	2	40	10	3	10	45			108
C	2	40	10	15	5	45			115
D	2	45	10	15	10	30			110
E	2	45	10	15	5	50			125
F	2	40	2	7	10	45			104
G	2	45	10	20	10	50			135
AVG		41.4285714	8.857143	12.8571429	7.857143	42.1428571	\$375,000		
Weight		200	100	100	50	350	200		1000
Weighted		138.095238	44.28571	42.8571429	39.28571	295	200		759.5238
FINAL SCORE		759.52381							

Midwest Playscapes									
Reviewer	Proposal	Overall Project Capability	Risk Plan	Value Added Plan	Past Performances	Interview			TOTAL
A	3	18	2	7	1	4			32
B	3	14	2	3	5	25			49
C	3	45	10	15	1	13			84
D	3	40	5	5	0	21			71
E	3	45	15	11	1	17			89
F	3	35	2	7	5	30			79
G	3	35	2	3	5	8			53
AVG		33.1428571	5.428571	7.28571429	2.571429	16.8571429	\$375,000		
Weight		200	100	100	50	350	200		1000
Weighted		110.47619	27.14286	24.2857143	12.85714	118	200		492.7619
FINAL SCORE		492.7619							

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.e.

Department Approval

Janice Gundlach

City Manager Approval

Sam F. Trueman

Item Description: Approve the renewal of a short-term rental license for 1885 Shady Beach Avenue

Background

Chapter 909 of the City Code requires the licensing of non-owner-occupied short-term rentals of dwelling units, subject to certain exemptions. The original short term rental license for 1885 Shady Beach Avenue was issued on June 22, 2021. On May 6, 2024, an application for renewal of the short term rental license was submitted by the property owner. The property is a four-bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. The subject property's current short term rental license is valid through June 22, 2024. There have been no nuisance or property maintenance violations confirmed during the current license period. There have been no payments of lodging tax, the property owner confirmed that there have been no rentals requiring lodging tax payments. Short-term rental licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. Within ten days of Council approval, all residential properties of one to four units within 300 feet must be provided with a copy of the City-issued license. A draft of the license is provided as Attachment 2.

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

Policy Objectives

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

Racial Equity Impact Summary

Staff have not identified any racial equity impacts related to this action.

Budget Implications

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

Staff Recommendations

37 Staff recommends the approval of a one-year renewal of a short-term rental license for 1885 Shady Beach
38 Avenue.
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41 **Requested Council Action**

42 By motion, approve the renewal of the short term rental license for 1885 Shady Beach Avenue.
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Prepared by: David Englund, Building Official

Attachments: 1. Application
2. Draft License

46

STR-A24-002

Menu Reports Help

File Date: [05/06/2024](#)

Application Status: [In Review](#)

Application Detail: [Detail](#)

Application Type: [Short-Term Rental License Application](#)

Address: [1885 Shady Beach Ave N Roseville MN 55113](#)

Custom Fields: UNIT DETAILS

Unit Type	Number of Bedrooms
Single-Family Home	4

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits	Attestation to Payment of Lodging Tax
✓	✓

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	Property Owner			Active	Michelle Mulvehill

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: [\\$530.45](#)

Total Fee Invoiced: [\\$530.45](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	License Issuance	Jan Rosemeyer			

Initiated by Product: ACA

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

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

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

License Number: STR-004

Owner: Michelle Mulvehill

Phone: 651-XXX-XXXX Email: mmvt@me.com

Address: 1885 Shady Beach Ave

Expiration: 6/22/2025

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

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

In the Unit:

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

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

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

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

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

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

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

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

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

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

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

Extension Cords may be used only for portable appliances.

Address Numbers must be clearly visible from the street.

Occupancy:

Rental Units may house 4 unrelated adults or 1 family.

Storage/Waste:

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

Vehicles/Driveway/Parking:

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

Please observe all No Parking signs. **Parking is not allowed on City streets after a snowfall of more than 2 inches until the streets have been plowed.**

Do not put Snow into the street or onto neighboring properties.

Yard:

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

Noise:

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

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

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

Pets:

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

WHEN ISSUES ARISE

For an emergency, call 9-1-1

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

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.f.

Department Approval

City Manager Approval



Item Description: Adopt Resolution Prohibiting Parking on County Road B2 by Central Park Elementary

Background

Central Park Elementary staff contacted City of Roseville staff about sightline concerns when leaving the school's western driveway. Parking in front of the school is currently prohibited Monday through Friday from 8am to 4pm, but conflicts still occur outside of those hours, especially during events occurring across County Road B2 at the Concordia Academy fields. A sightline analysis was performed and removal of parking approximately 80 feet either side of the driveway on the north side of County Road B2 was proposed to and reviewed by Ramsey County Public Works staff. They concurred with the proposal and asked that Roseville provide a resolution to support the no parking zone. If passed, the County would install the signs in the areas as shown on the map (Attachment 1, Exhibit A).

Policy Objectives

It is City policy to keep to keep systems operating in a safe condition.

Racial Equity Impact Summary

There should be no equity impacts associated with this no parking resolution.

Budget Implications

There are no costs to the City. All signs will be installed by Ramsey County Public Works.

Staff Recommendations

Staff recommends Council adopt the resolution prohibiting parking on County Road B2 by Central Park Elementary.

Requested Council Action

Motion to adopt the resolution prohibiting parking on County Road B2 by Central Park Elementary.

Prepared by: Jennifer Lowry, City Engineer

Attachments: 1. Resolution with Exhibit

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 17th day of June, 2024, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION PROHIBITING PARKING ON
PORTION OF COUNTY ROAD B2 BY CENTRAL PARK ELEMENTARY**

WHEREAS, County Road B2 is a Ramsey County road within the City of Roseville; and

WHEREAS, the City of Roseville and Ramsey County wish to establish a no parking area near the western driveway at Central Park Elementary for better site visibility; and

WHEREAS, Ramsey County requires a no parking resolution so a no parking zone can be established; and

WHEREAS, parking will be restricted on the street and “no parking” signs will be posted as per the map in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, that parking is hereby prohibited on County Road B2 approximately 80 feet on either side of the western driveway for Central Park Elementary as shown in Exhibit A.

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

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

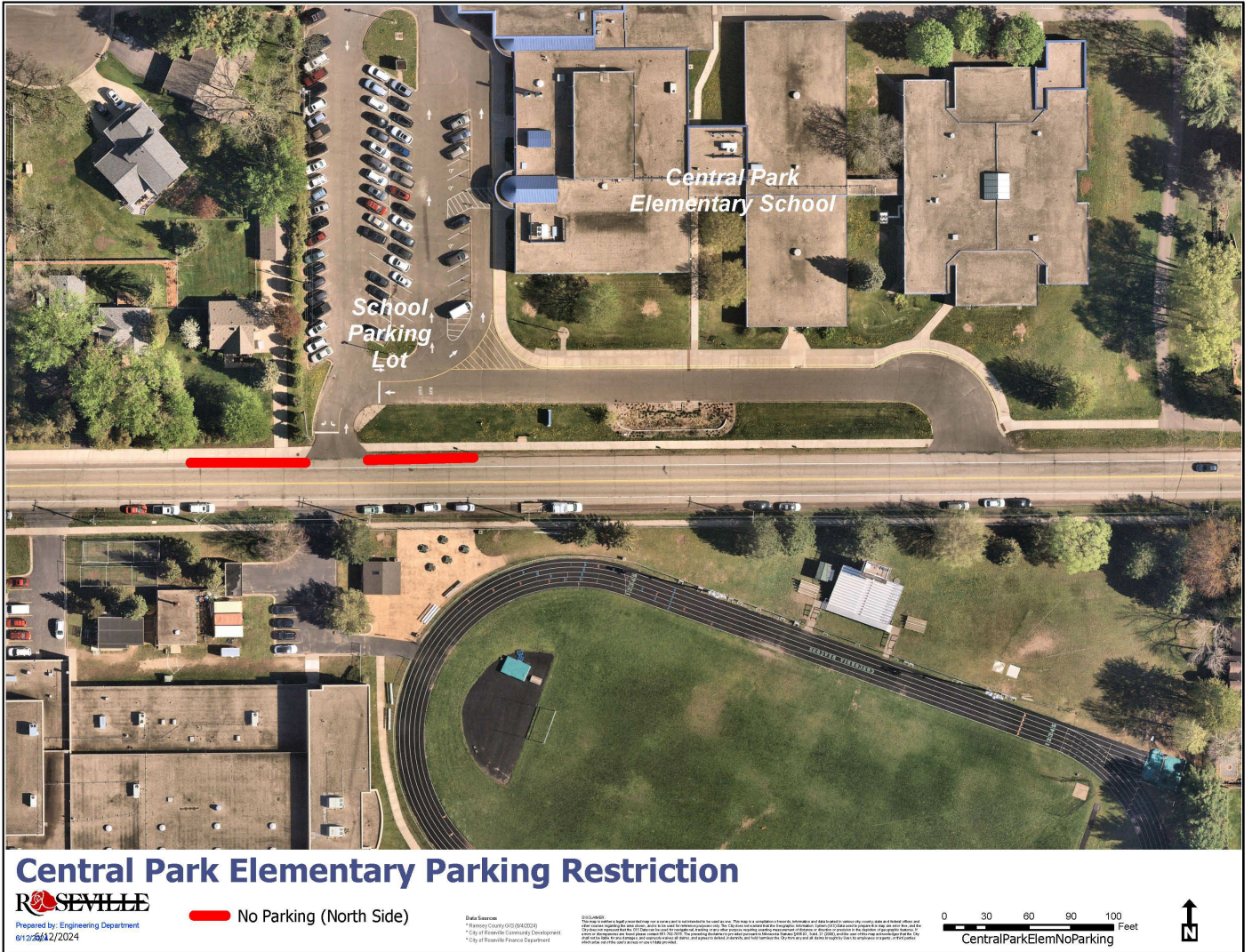
I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 17th day of June, 2024, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 17th day of June, 2024.

SEAL

Patrick J. Trudgeon, City Manager

EXHIBIT A



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.g.

Department Approval



City Manager Approval



Item Description: Approve update to Commission Application

Background

At the June 3, 2024, meeting, the City Council come to a consensus to slightly alter one of the questions on the Commission application. Although there was discussion about changing other questions on the application, ultimately Council decided only to move forward with this change:

Current Question: **As a commissioner on your preferred commission(s), how could you contribute to the City's equity and inclusion initiatives?**

Updated Question: **How do you see your lived experiences contributing to the city's equity and inclusion initiatives?**

In addition, references regarding to which commission an applicant is applying will be updated to reflect the new Equity and Inclusion Commission. Applicants will still be allowed to choose the Human Rights, Inclusion and Engagement Commission however when asked if they have applied previously.

Policy Objectives

The City of Roseville strives to be a welcoming and inclusive place for all. We are committed to promoting respectful conduct, equitable service and diversity in our community.

Racial Equity Impact Summary

Research indicates that diverse groups are better at problem-solving and innovation, and leads to more comprehensive and effective policy recommendations. Scott E. Page's research in *The Difference: How the Power of Diversity Creates Better Groups, Firms, Schools, and Societies (2007)* demonstrates that groups with a range of approaches are better at problem-solving and innovation than more homogeneous groups. This means that incorporating diverse viewpoints across city commissions will enhance the advisory commissions' ability to foster inclusive policymaking, and create more effective and equitable public services. By reflecting the varied backgrounds and experiences of the community, these commissions can make more informed and comprehensive recommendations that lead to outcomes that better serve all constituents and adapt to the multifaceted needs of a diverse population.

Budget Implications

37 None.

38

39 **Staff Recommendations**

40 By motion, approve the changes to the Commission application.

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42 **Requested Council Action**

43 Approve the changes to the Commission application.

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Prepared by: Rebecca Olson, Assistant City Manager

Attachments: None

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REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.h.

Department Approval



City Manager Approval



Item Description: Authorize the Mayor and City Manager to enter into an Escrow Agreement with PPF RTL Rosedale Shopping Center LLC regarding uninstalled EV equipment at Rosedale Center

Background

PPF RTL Rosedale Shopping Center LLC (hereafter Rosedale) will soon be completing their portion of the Dicks Sporting Goods (DSG) project and turning the building over to the tenant. One component of this project is the requirement for Electric Vehicle Charging Stations (EVCS) and Electric Vehicle Supply Equipment (EVSE) per Section 1019.4.D of the Roseville Zoning Code.

Specifically, for the 298-stall Dicks Sporting Goods parking lot the minimum requirement is 15 Electric Vehicle Charging Stations (EVCS) of Level 2 or greater and Electric Vehicle Supply Equipment (EVSE) for 30 stalls.

On January 3, 2024, Rosedale sought a reduction in the number of both EVCS and EVSE from the Variance Board. The Variance Board approved a modified reduction in the number and type of EVCS, based on information provided by Rosedale in support of the reduction and coupled with a staff recommendation to approve a reduction. While Rosedale requested a reduction in the EVSE required for the project, this was not approved by the Variance Board consistent with the staff recommendation. The location of these required charging stations will be located in a portion of the parking lot west of DSW Shoes near the easterly entrance to Rosedale from County Road B2 and Snelling Avenue, which is a location outside the portion of the parking lot that is being reconstructed in support of DSG.

Due to an Xcel Energy delay in delivery and installation of the necessary transformer, the EV project will not be completed prior to the planned turn-over of the building from Rosedale to DSG. Under normal circumstances the Community Development Department would issue a temporary certificate of occupancy conditioning a full certificate of occupancy on the completion of the EV project. However, the agreement Rosedale made with DSG is for the building to receive the full certificate of occupancy with no conditions, so an alternative arrangement was necessary.

Because a temporary certificate of occupancy wasn't an option, and to guarantee the EV project would be completed as required, the Community Development Department is requiring Rosedale to enter into an escrow agreement with the City to cover all outstanding

uninstalled items, most notably the transformer as Rosedale has already secured the other equipment. Community Development staff worked with the City Attorney, who drafted the escrow agreement, and Rosedale to ensure the remaining improvements are completed and the required funds are deposited with the City to ensure the work is finished. Rosedale has indicated it will take at least six months for Xcel Energy to secure and install the transformer. Noting this timeframe, and to build in enough time for Rosedale to complete installation of the EVCS after the transformer is installed, the escrow agreement extends to the end of 2025.

Attached, for the City Council's authorization, is the escrow agreement between the City of Roseville and PPF RTL Rosedale Shopping Center, LLC.

Policy Objectives

Electric vehicle charging requirements were established in 2023 to encourage the use of electric vehicles, to expedite the establishment of a convenient, cost-effective electric vehicle charging infrastructure, and establish minimum requirements for electric vehicle parking spaces and charging infrastructure to serve both short and long-term parking needs. The escrow agreement establishes a financial incentive for Rosedale to complete these requirements, given the ability to complete the improvements is outside their control.

Racial Equity Impact Summary

There are no racial equity impacts identified with this request.

Budget Implications

While there are no budgetary impacts, the Escrow Agreement requires Rosedale to deposit with the City \$60,000, which equates to 100% of the cost of uncompleted work.

Staff Recommendations

Authorize the Mayor and City Manager to enter into the Escrow Agreement with PPF RTL Rosedale Shopping Center LLC regarding uninstalled electric vehicle charging equipment at Rosedale Center.

Requested Council Action

By motion, authorize the Mayor and City Manager to enter into the Escrow Agreement with PPF RTL Rosedale Shopping Center LLC regarding uninstalled electric vehicle charging equipment at Rosedale Center.

Prepared by: Thomas Paschke, City Planner

Attachments: 1. Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (“**Agreement**”) dated August____, 2024 is between the City of Roseville, Minnesota, a Statutory City organized under the laws of the State of Minnesota (“**City**”), and PPF RTL Rosedale Shopping Center, LLC (“**Property Owner**”), together the Parties.

WHEREAS, the Parties desire to escrow funds with City in connection with the Rosedale Center Electric Vehicle Charging Station (EVCS) and Electric Vehicle Supply Equipment (EVSE) Installation Project;

WHEREAS, said Agreement requires Property Owner to transfer to the City the amount of \$60,000.00 (the “Funds”) which equates to one hundred percent (100%) of the cost of uncompleted work as of the date of this agreement to hold in escrow until the Property Owner completes installation of EVCS and EVCS per Attachment A (collectively the “Work”);

WHEREEAS, the City will hold the Funds until such time as the Property Owner completes the Work, or the Funds are disbursed to repay the City to complete the Work;

NOW THEREFORE, in consideration of the agreements between the parties as may be referenced above and the mutual covenants set forth in this instrument, the parties agree as follows:

The undersigned parties agree that the City will hold the Funds in a City account for the purposes described in this Agreement.

1. Upon receipt of the Funds, the City agrees to hold, administer, and disburse the Funds pursuant to this Agreement. The Funds shall be held by the City to ensure Property Owner complies with their obligation to complete work consistent with City of Roseville Zoning Code §1019.04 and pursuant to Variance Resolution 163 (Attachment B).
2. The City will return the Funds held in escrow to Property Owner after the Property Owner has completed the Work per Attachment A and passed a final inspection.
3. If the Property Owner fails to complete the Work, by December 31, 2025, the City will complete the Work on behalf of the Property Owner and will be reimbursed for all costs with the Funds. Property Owner also agrees as follows:
 - a. The Property Owner consents to the use of the Funds by the City if Property Owner fails to complete the work;
 - b. The Property Owner hereby agrees to transfer to the City, its agents, representatives, employees, officers, and contractors, all previously purchased, but uninstalled EV equipment, including but not limited to 1 single port level 3 fast charge dispenser, 3

level 3 single port fast charge dispensers and 2 dual port level 2 charging dispensers to complete the Work should the Property Owner fail to install the equipment;

- c. Property Owner hereby grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access to 1595 Highway 36 or specifically Lot 1, Block 1, Rosedale Center Eighth and control of existing equipment onsite and perform all reasonable and necessary actions to complete the Work should the Property Owner fail to install the equipment;
- d. In the event that Property Owner fails to permit City to access the site and perform the Work, Property Owner acknowledges that the City may revoke the Certificate of Occupancy.

4. The City shall be liable only to hold the Funds and to deliver it to the parties named in this Agreement in accordance with the provisions of this Agreement. It is understood that by acceptance of this Agreement, the City is only acting in the capacity of a depository and shall not be liable or responsible to anyone for any damages, loss or expense unless caused by the negligence or willful malfeasance of the City. In the event that the City performs the Work, the City shall return the unused escrow balance to the Property Owner following full payment of all costs to perform the Work.

5. Property Owner agrees to indemnify the City against all losses, claims, damages, liability, and expenses, including, without limitation, costs or investigation and legal counsel fees which may be imposed on the City or incurred by the City in connection with the performance of its duties under this Agreement, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement.

6. Wherever any notice is required or permitted under this Agreement, the notice shall be in writing and shall be deemed given on personal delivery or upon mailing in the United States Mail, registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at other addresses as specified by written notice delivered in accordance with this Agreement:

Property Owner:

PPF RTL Rosedale Shopping Center LLC
1285 Broadway Avenue
New York, NY 10036

Attn: Ms. Lisa Crain
Rosedale Center
1595 Highway 36 #10
Roseville, MN 55113

City of Roseville:

2660 Civic Center Drive
Roseville, MN 55113
Attn: Thomas Paschke, City Planner

7. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

8. Time is of the essence of this Agreement.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

10. The parties have executed this Agreement on the date written above.

[Section left intentionally blank]

IN WITNESS WHEREOF, the City and the Property Owner have caused this Escrow Agreement to be duly executed as of the day and year first above written.

CITY: **CITY OF ROSEVILLE**

By _____
Its Mayor

By _____
Its City Manager

PROPERTY
OWNER: **PPF RTL ROSEDALE SHOPPING CENTER LLC**

By _____
Its _____

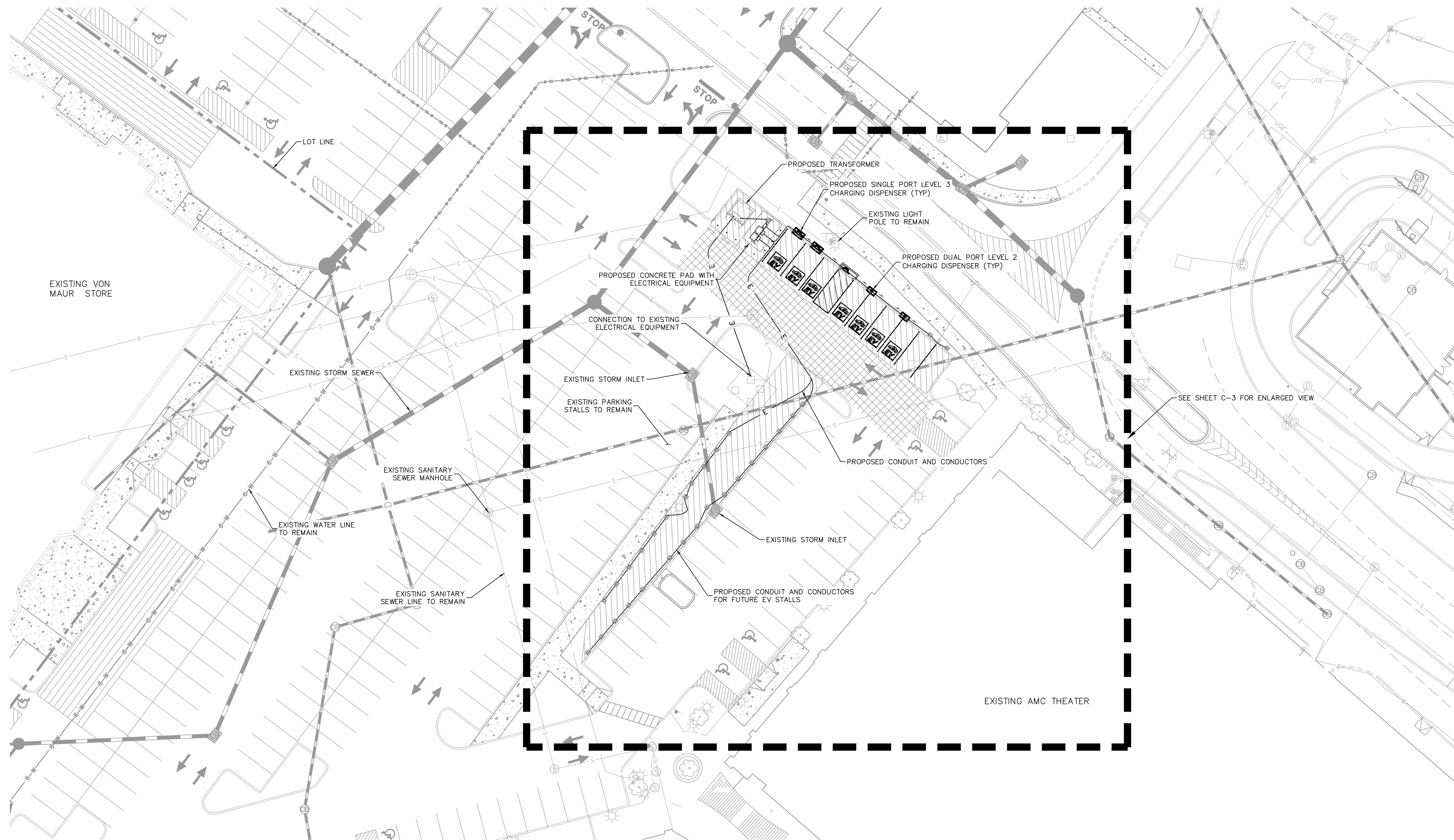
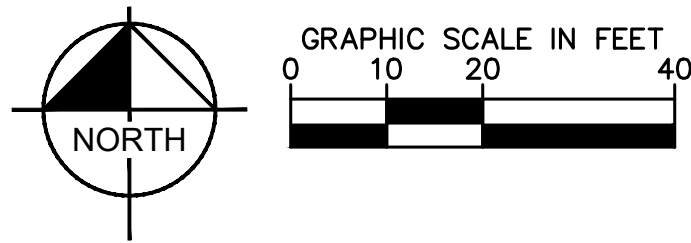
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC., SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

GENERAL CONSTRUCTION NOTES	ELECTRICAL NOTES	GENERAL SITE WORK NOTES								
FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY GENERAL CONTRACTOR: POWERHOUSE CONSTRUCTION OWNER: ELECTRIFY AMERICA - ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS. - ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK. - ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS. - PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK. - WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. - THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK. - THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION. - THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. - THE CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION. - ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. THE CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION. - ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES. - THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION. - CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL. - NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT. - THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION. - ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT. - THE CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT. - INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.	- ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY 'CONSTRUCTION MANAGER' AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE 'CONSTRUCTION MANAGER' HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN. - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO: - UL - UNDERWRITERS LABORATORIES - NEC - NATIONAL ELECTRICAL CODE 2022 - NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOC. - OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT - SBC - STANDARD BUILDING CODE - NFPA - NATIONAL FIRE PROTECTION ASSOCIATION - DO NOT SCALE ELECTRICAL DRAWINGS, REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, BUT CONFIRM WITH 'CONSTRUCTION MANAGER' ANY SIZES AND LOCATIONS WHEN NEEDED. - EXISTING SERVICES: THE CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER. - THE CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. THE CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING THE EQUIPMENT. - THE CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC. ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY WORK. - CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER OR ALUMINUM WITH TYPE (THWN-2) INSULATION, 600 VOLT, COLOR CODED UNLESS SPECIFIED DIFFERENTLY ON DRAWINGS. - ALL (THWN-2 OR XHHW) WIRING INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. - OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS. - ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIONAL AND SUBJECT TO REGULATORY INSPECTION AND APPROVAL BY CONSTRUCTION MANAGER. - MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IEEE. - CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION. - THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. - DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE. - ALL CONNECTIONS EXCEPT THE EV CHARGE CABLE TERMINATION IN THE CHARGE POST SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NOALOX" BY IDEAL INDUSTRIAL INC., COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED ALUMINUM & COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS. - ALL EXTERIOR AND INTERIOR ABOVE GROUND CONDUIT SHALL BE RIGID UNLESS SPECIFIED OTHERWISE. ALL BURIED CONDUITS SHALL BE SCH 40 PVC UNLESS SPECIFIED OTHERWISE. - RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC, MEETING OR EXCEEDING NEMA TC2 - 1990. THE CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 3 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'GOLD GALV'. - SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC. - CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER. - THE CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A DEPTH OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL SERVICE CONDUITS. CAUTION TAPE TO READ "CAUTION BURIED ELECTRIC". - WHEN DIRECTIONAL BORING IS REQUIRED, CONTRACTOR SHALL INSTALL A LOOSE TONING WIRE WITHIN INSTALLED CONDUIT TO ALLOW FOR IDENTIFICATION OF UNDERGROUND CONDUITS. - ALL BOLTS SHALL BE STAINLESS STEEL.	<u>PART 1 - GENERAL</u> CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUBGRADE PREPARATION AND FINISH GRADING AS REQUIRED TO COMPLETE THE PROPOSED WORK SHOWN IN THESE PLANS. - REFERENCES: - MnDOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT EDITION). - ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS). - OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION). - INSPECTION AND TESTING: - GENERAL CONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. PERFORM INSPECTIONS BEFORE CONCEALING WORK WITH FOLLOW-ON ACTIVITIES (BACKFILL, CONCRETE POUR, ETC). - SITE MAINTENANCE AND PROTECTION: - PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE CONTRACT. - AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK. - KEEP SITE FREE OF ALL PONDING WATER. - PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT, LOCAL PERMITTING AGENCY AND EPA REQUIREMENTS. - PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK. - EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE CONSTRUCTION MANAGER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED. - PROVIDE A MINIMUM 48-HOUR NOTICE TO THE CONSTRUCTION MANAGER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE. - SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED. <u>PART 2 - PRODUCTS</u> - SUITABLE MATERIAL – SUITABLE MATERIAL ARE USED FOR GRADING AND BACKFILL. SUITABLE MATERIALS ARE ON SITE SOILS REMOVED FROM EXCAVATIONS THAT EXCLUDE FROZEN SOIL, ROOTS OR ORGANIC MATERIAL, DEBRIS, TRASH, REFUSE, OR PARTICLES SIZE GREATER THAN 3-INCH. SUITABLE SOILS HAVE MOISTURE CONTENTS THAT ALLOW THEM TO BE COMPACTED TO THE SAME DENSITY AS THE NATIVE SOILS. - UNSUITABLE MATERIAL – SOILS THAT ARE FROZEN, CONTAIN ROOTS OR ORGANIC MATERIAL, DEBRIS, TRASH, REFUSE, OR PARTICLES SIZES GREATER THAN 3-INCH. SOILS THAT ARE TOO WET OR TOO DRY TO BE COMPACTED TO THE SAME DENSITY AS THE NATIVE SOILS ARE UNSUITABLE. - GRANULAR BACKFILL – SHALL MEET THE FOLLOWING GRADATION<table><tr><th>SIEVE SIZE</th><th>TOTAL PERCENT PASSING</th></tr><tr><td>1 1/2 INCH (37.5 MM)</td><td>100</td></tr><tr><td>NO. 4 (4.75 MM)</td><td>30 TO 60</td></tr><tr><td>NO 200 (0.075 MM)</td><td>3 TO 15</td></tr></table> - GRANULAR BEDDING – WELL-GRADED SAND MEETING THE GRADATION REQUIREMENT OF ASTM C 33 FINE AGGREGATE. - CONTROLLED LOW STRENGTH MATERIAL (CLSM)– A SELF LEVELING AND SELF COMPACTING CEMENTITIOUS MATERIAL COMPOSED OF SAND, COARSE AGGREGATE, CEMENT, FLY ASH, WATER AND ADMIXTURES. CLSM SHALL BE EXCAVATABLE AND SHALL HAVE A DESIGNED UNCONFINED COMPRESSIVE STRENGTH OF BETWEEN 50 TO 100 PSI. - BACKFILL – PRODUCTS MEETING THE REQUIREMENTS OF SUITABLE MATERIAL, GRANULAR BEDDING, GRANULAR BACKFILL OR CLSM. - TOPSOIL – SOIL WITH AN ORGANIC CONTENT SUFFICIENT TO ALLOW VEGETATIVE GROWTH.	SIEVE SIZE	TOTAL PERCENT PASSING	1 1/2 INCH (37.5 MM)	100	NO. 4 (4.75 MM)	30 TO 60	NO 200 (0.075 MM)	3 TO 15
SIEVE SIZE	TOTAL PERCENT PASSING									
1 1/2 INCH (37.5 MM)	100									
NO. 4 (4.75 MM)	30 TO 60									
NO 200 (0.075 MM)	3 TO 15									

[illegible]

1. WORK / STAGING AREA TO BE CONFIRMED AT PRE-CONSTRUCTION SITE MEETING AND SURROUNDED BY TEMPORARY FENCE DURING CONSTRUCTION.
2. POSSIBLE LOCATION FOR TEMPORARY DRIVE AISLE CLOSURE DURING CONSTRUCTION.
3. CONTRACTOR TO PROVIDE TEMPORARY SIGNS TO DIRECT TRAFFIC FLOW.
4. SHORT TERM FENCING TO BE PROVIDED OUTSIDE OF TEMPORARY FENCE FOR ANY OPEN TRENCH LEFT OPEN FOR TRAFFIC OR UNDEVELOPED AREAS.
5. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.

	WORKING/STAGING AREA
	DRIVE AISLE CLOSURE
	TEMPORARY DRIVE AISLE



ROSEDALE CENTER
1595 MN-36, ROSEVILLE
MN 55113



@2024 KIMLEY-HORN AND ASSOCIATES, INC.

6200 S SYRACUSE WAY
SUITE 300
GREENWOOD VILLAGE, CO
80111
303-288-2300

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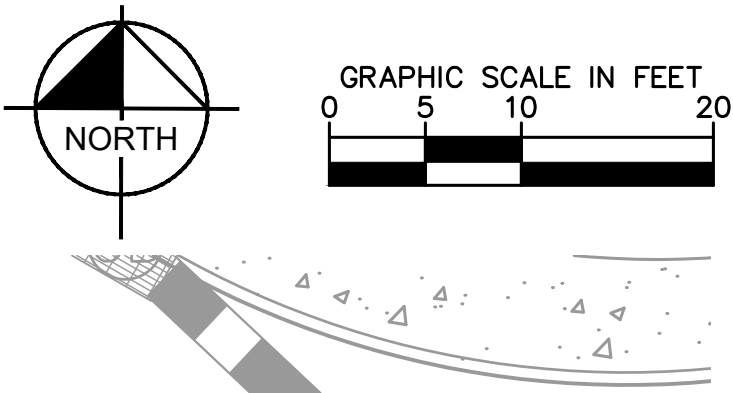
DESIGNED BY: MHA
DRAWN BY: MHA
CHECKED BY: BEC
DATE: 3/21/2024

JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
OVERALL SITE PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
196854000

SHEET
C-1



	ASPHALT	206 SQ FT
	PARKING LINES	GRINDING
	UTILITY TRENCH	243 LF
	UTILITY BORE	240 LF

- Kimley»Horn**
 @2024 KIMLEY-HORN AND
 ASSOCIATES, INC.
 6200 S SYRACUSE WAY
 SUITE 300
 GREENWOOD VILLAGE, CO
 80111
 303-288-2300

[illegible]

DESIGNED BY: MHJ
DRAWN BY: MHJ
CHECKED BY: BEC
DATE: 3/21/2024

JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
EXISTING CONDITIONS AND DEMO PLAN

PRELIMINARY
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
196854000

SHEET

C-2

1. DISTURBED AREA OUTSIDE OF THE TRANSFORMER PAD AND CONCRETE EQUIPMENT PAD SHALL BE
2. COVERED WITH MULCH.
3. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY
4. OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO
5. THE COMMENCEMENT OF THE WORK.
6. THE CONTRACTOR SHALL FIELD VERIFY EXISTING INFRASTRUCTURE.
7. HAND DIG TRENCH IN THIS LOCATION TO AVOID EXISTING UNDERGROUND UTILITY LINE. CONTACT ENGINEER
8. IF UNDERGROUND UTILITY LINE CONTACTS WITH PROPOSED INSTALLATION.
9. EACH FUTURE CHARGER SHOULD HAVE ONE JUNCTION BOX AND ONE DEDICATED 1-INCH CONDUIT RUNNING
10. TO IT FROM THE PANEL AREA

SEE SHEET E-1 FOR WIRE CONFIGURATION.

AC CONDUCTORS: 16 FEET IS ADDED TO HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH.

CONDUIT ROUTING IS SCHEMATICALLY SHOWN ON PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING PATHS SHALL BE FIELD VERIFIED AND INSTALLED PER JURISDICTION REQUIREMENTS.

ALL ELECTRICAL WORK AND RELATED ACTIVITIES PERFORMED ONSITE SHALL BE DONE IN ACCORDANCE WITH NATION ELECTRICAL CODE (NEC) STANDARDS ENFORCED BY ALL APPLICABLE JURISDICTION REQUIREMENTS AT THE TIME OF INSTALLATION.

UTILITY EQUIPMENT AND PREP WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY ENGINEER TO ENSURE ACCURACY OF INSTALLATIONS.

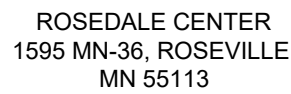
POWER UNIT LENGTHS		
POWER UNIT	LINEAR LENGTH PANEL TO POWER UNIT	*ESTIMATED LENGTH (FT)
1	24	40
2	45	61
3	61	76
4	79	95
TOTAL ESTIMATED LENGTH		272
TOTAL LENGTH OF WIRE		1088

* 16 FEET IS ADDED TO HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH

DECIMAL (FT)	ARCH. (IN)	DECIMAL (FT)	ARCH. (IN)
0.04'	1/2"	0.5'	6"
0.08'	1"	0.58'	7"
0.1'	1-1/4"	0.6'	7-1/4"
0.17'	2"	0.67"	8"
0.2'	2-1/2"	0.7'	8-1/2"
0.25'	3"	0.75'	9"
0.3'	3-1/2"	0.8'	9-1/2"
0.33'	4"	0.83'	10"
0.4'	4-3/4"	0.9'	10-3/4"
0.42'	5"	0.92'	11"

*CONVERSION FROM DECIMAL ARE TO THE NEAREST
USABLE 1/4" FRACTION

GRAPHIC SCALE IN FEET



Kimley»Horn
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6200 S SYRACUSE WAY
SUITE 300
GREENWOOD VILLAGE, CO
80111
303-288-2300

[illegible]

DESIGNED BY: MHJ
DRAWN BY: MHJ
CHECKED BY: BEC
DATE: 3/21/2024

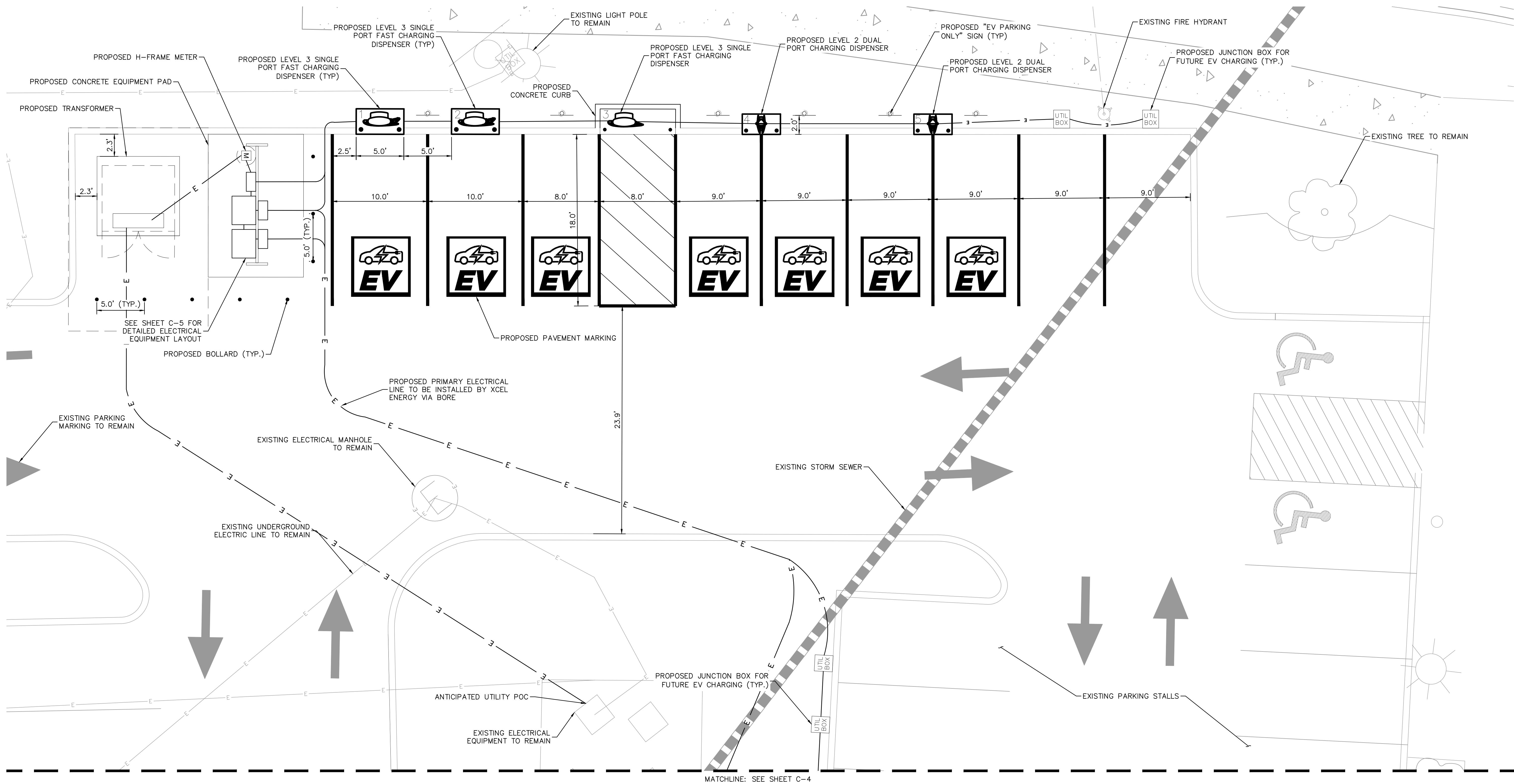
JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
ENLARGED SITE LAYOUT

PRELIMINARY
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO
196854000

SHEET

C-3



1. DISTURBED AREA OUTSIDE OF THE TRANSFORMER PAD AND CONCRETE EQUIPMENT PAD SHALL BE
2. COVERED WITH MULCH
3. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY
4. OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO
5. THE COMMENCEMENT OF THE WORK
6. THE CONTRACTOR SHALL FIELD VERIFY EXISTING INFRASTRUCTURE.
7. HAND DIG TRENCH IN THIS LOCATION TO AVOID EXISTING UNDERGROUND UTILITY LINE. CONTACT ENGINEER
8. IF UNDERGROUND UTILITY LINE CONFLICTS WITH PROPOSED INSTALLATION.
9. ALL CONDUIT ROUTED TO JUNCTION BOXES SHALL BE 1" PVC.

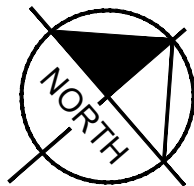
PROJECT AREA STALL COUNT	
EXISTING STALL COUNT	10
PROPOSED STALL COUNT	7 (1 ADA)
NET PARKING LOSS	3
PROPOSED EV READY STALL COUNT	27

PROPOSED DISPENSER		
DISPENSER NUMBER	KW	CABLE TYPE
1	62.5	CCS
2	62.5	CCS
3	62.5	CCS
4	12.4	CCS
5	12.4	CCS

DECIMAL FEET TO ARCHITECTURAL CONVERSIONS			
DECIMAL (FT)	ARCH. (IN)	DECIMAL (FT)	ARCH. (IN)
0.04'	1/2"	0.5'	6"
0.08'	1"	0.58'	7"
0.1'	1-1/4"	0.6'	7-1/4"
0.17'	2"	0.67'	8"
0.2'	2-1/2"	0.7'	8-1/2"
0.25'	3"	0.75'	9"
0.3'	3-1/2"	0.8'	9-1/2"
0.33'	4"	0.83'	10"
0.4'	4-3/4"	0.9'	10-3/4"
0.42'	5"	0.92'	11"

*CONVERSION FROM DECIMAL ARE TO THE NEAREST
USABLE 1/4" FRACTION

EQUIPMENT: CHARGEPOINT
LOCAL UTILITY: XCEL ENERGY



GRAPHIC SCALE IN FEET



ROSEDALE CENTER
1595 MN-36, ROSEVILLE
MN 55113

Kimley»Horn
©2024 KIMLEY-HORN AND ASSOCIATES, INC.

6200 S SYRACUSE WAY
SUITE 300
REENWOOD VILLAGE, CO
80111
303-288-2300

[illegible]

DESIGNED BY: MHJ
DRAWN BY: MHJ
CHECKED BY: BEC
DATE: 3/21/2024

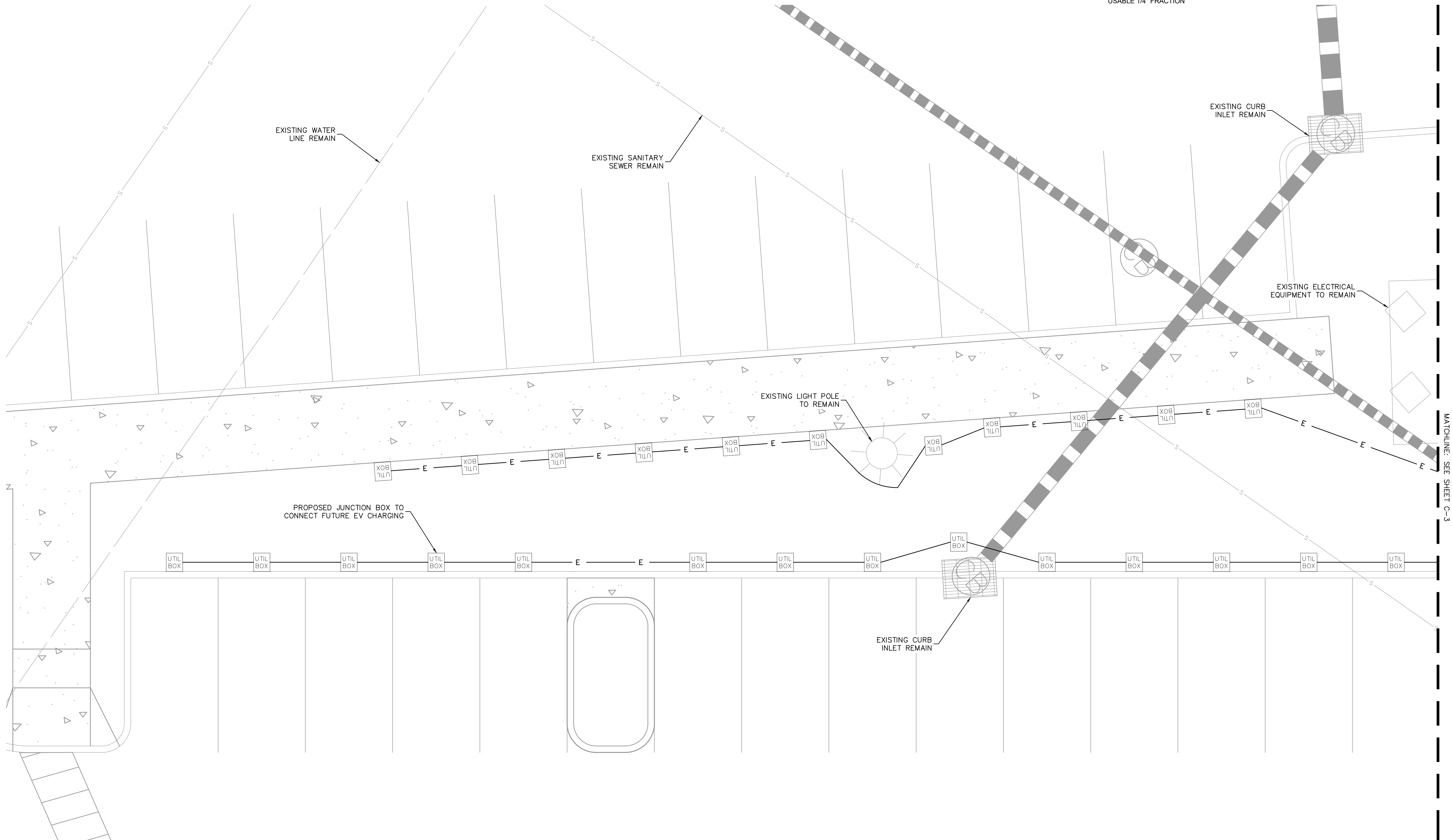
JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
ENLARGED SITE LAYOUT 2

PRELIMINARY
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

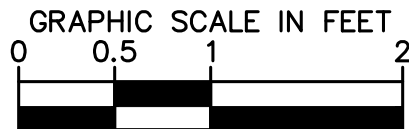
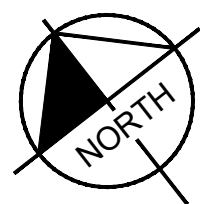
PROJECT NO.
196854000

SHEET

C-4



1. CONTRACTOR TO SLOPE PAD 0.5% TO PROVIDE POSITIVE DRAINAGE.



ROSEDALE CENTER
1595 MN-36, ROSEVILLE,
MN 55113

Kimley»Horn
©2024 KIMLEY-HORN AND ASSOCIATES, INC.

6200 S SYRACUSE WAY
SUITE 300
GREENWOOD VILLAGE, CO
80111
303-288-2300

[illegible]

DESIGNED BY: MHJ
DRAWN BY: MHJ
CHECKED BY: BEC
DATE: 3/21/2024

JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
EQUIPMENT PAD LAYOUT

PRELIMINARY
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
196854000

SHEET

C-5

1. REBAR BONDED TOGETHER WITH STEEL TIE WIRES OR EXOTHERMIC WELDING

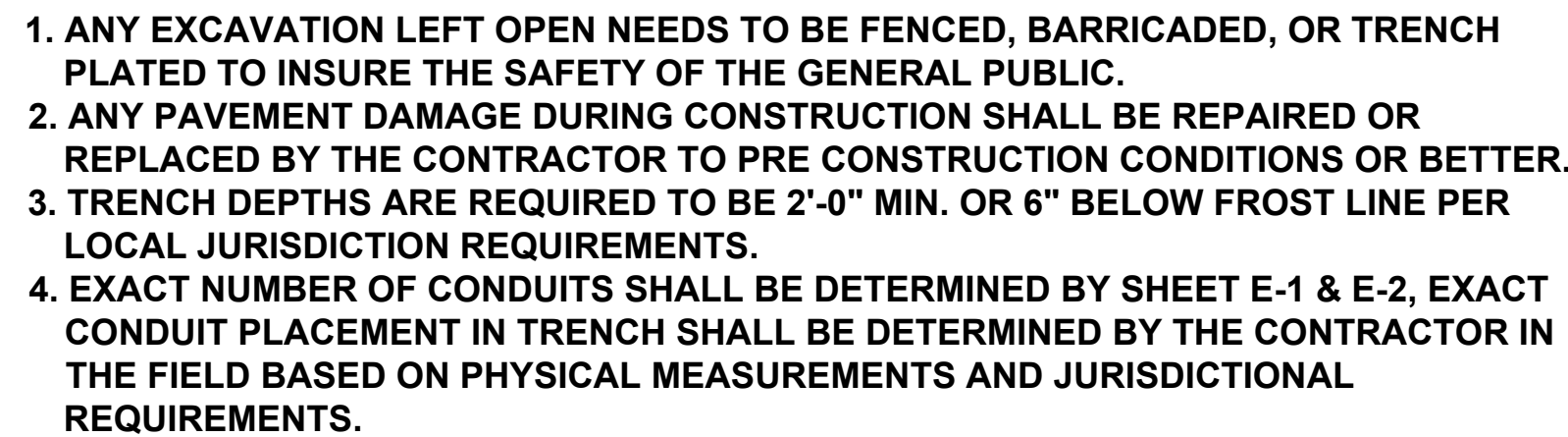


CADWELD CONNECTIONS
OR ENGINEER APPROVED EQUAL

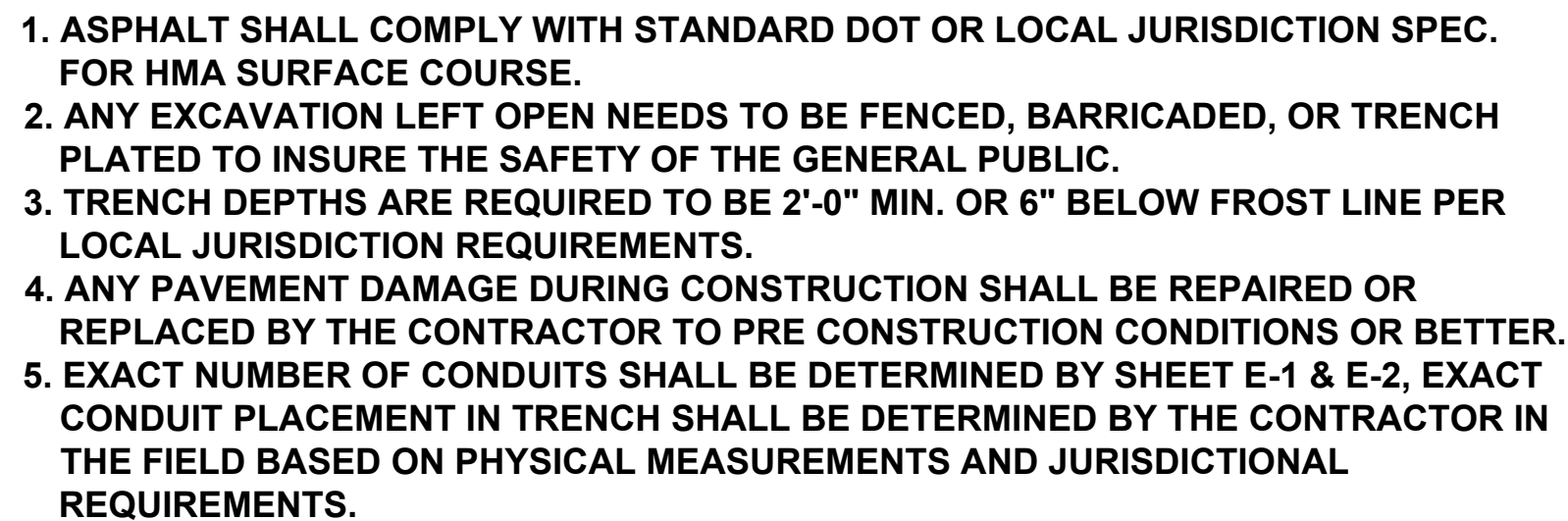


1. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. 2014 NEC 250.121 EXCEPTION: A WIRE-TYPE EQUIPMENT GROUNDING CONDUCTOR INSTALLED IN COMPLIANCE WITH 250.6(A) AND THE APPLICABLE REQUIREMENTS FOR BOTH THE EQUIPMENT GROUNDING CONDUCTOR AND THE GROUNDING ELECTRODE CONDUCTOR IN PARTS II, III, AND VI OF THIS ARTICLE SHALL BE PERMITTED TO SERVE AS BOTH AN EQUIPMENT GROUNDING CONDUCTOR AND A GROUNDING ELECTRODE CONDUCTOR.

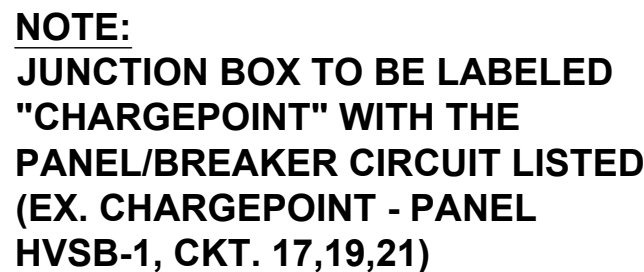
GROUNDING NOTES



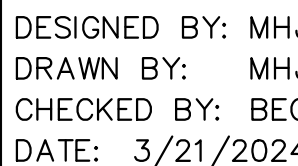
4
E-2



5
E-2



6
E-2

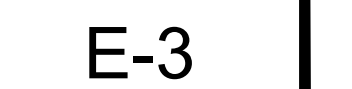


JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
ELECTRICAL DETAILS

E-2



1. EQUIPMENT LAYOUT SHOWN FOR DIAGRAMMATIC PURPOSES. CONTRACTOR SHALL ALTER LAYOUT AS NEEDED BASED ON FIELD CONDITIONS.
2. CONTRACTOR SHALL ENSURE ALL WORK COMPLETED IS COMPLIANT WITH THE NEC CODE RECOGNIZED BY RESPECTIVE AHJ.





-
- Diagram illustrating the standard striping for an EV charging station sign. The sign is green with a white car icon and a lightning bolt, with "EV" in large white letters. The sign is mounted on a post. The diagram shows the "CURB FACE" and the "4\" solid white paint stripe" on the post. The dimensions for the sign and post are labeled: "6' - 4\" for the width of the sign, "6' for the height of the sign, and "4\" for the width of the post. The overall dimensions for the sign and post are labeled "SIZE PER PLAN" and "SIZE PER ELEVATION".



- 5 **DISPENSER BOLLARD (TYPE 1)**
D-1 SCALE: NTS

STANDALONE METER CAN UNISTRUT SUPPORT

2
D-2

BOLLARD (TYPE 2) DETAIL

SCALE: N.T.S.

5
D-2

SIGN POST INSTALLATION DETAIL

SCALE: NTS

3
D-2

CONCRETE CURB DETAIL

SCALE: N.T.S.

4
D-2

NO PARKING SIGN

SCALE:

BASE PLATE DETAIL -DETAIL 1

DESIGNED BY: MHJ
DRAWN BY: MHJ
CHECKED BY: BEC
DATE: 3/21/2024

JLL ROSEDALE EV
1595 MN-36 ROSEVILLE, MN 55113
SITE DETAILS

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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
196854000

SHEET

D-2



Doc No A05022886

Certified, filed and/or recorded on
Apr 23, 2024 9:44 AMOffice of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Tracy M. West, County Auditor and Treasurer

Deputy 404

Pkg ID 1613059M

Document Recording Fee Abstract	\$46.00
<i>Document Total</i>	\$46.00



Doc No T02772751

Certified, filed and/or recorded on
Apr 23, 2024 9:44 AMOffice of the Registrar of Titles
Ramsey County, Minnesota
Todd J. Uecker, Registrar of Titles
Tracy M. West, County Auditor and Treasurer

Deputy 404

Pkg ID 1613059M

Document Recording Fee Torrens	\$46.00
<i>Document Total</i>	\$46.00

Existing Certs

650021

This cover sheet is now a permanent part of the recorded document.

**EXTRACT OF MINUTES OF MEETING OF THE
VARIANCE BOARD OF THE CITY OF ROSEVILLE**

Pursuant to due call and notice thereof, a regular meeting of the Variance Board of the City of Roseville, County of Ramsey, Minnesota, was held on the 3rd day of January 2024, at 5:30 p.m.

The following Members were present: Member Bjorum, Aspnes and McGehee; and Chair Schaffhausen was absent.

Variance Board Member McGehee introduced the following resolution and moved its adoption:

VARIANCE BOARD RESOLUTION NO. 163

A RESOLUTION APPROVING A VARIANCE TO TABLE 1019-2, REQUIRED ELECTRIC VEHICLE CHARGING STATIONS (EVCS) AND DENYING A VARIANCE TO §1019.04.D.2.d.i, ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE), OF THE ROSEVILLE CITY CODE, FOR ROSEDALE CENTER, 1595 HIGHWAY 36 (PF23-014)

WHEREAS, the subject property is assigned Ramsey County Property Identification Number 092923410007 and is legally described as:

Lot 1, Block 1, Rosedale Center Eighth Addition

WHEREAS, City Code Table 1019-2 (number of required electric vehicle charging stations) requires the following:

Non-residential land uses

5% of required parking spaces, of which at least one shall be accessible, as Level 2 or greater

WHEREAS, City Code §1019.04.D.2.d.i requires the following:

New Non-Residential and Multiple-Family Residential Land Uses (5 or more units per building): all new parking areas shall provide electric vehicle supply equipment (EVSE) with the electrical capacity necessary to accommodate the future hardwire installation of EVCS as Level 2 or greater for a minimum of 10% of required parking spaces.

WHEREAS, Kimley Horn and JLL seeks relief from the installation of the required fifteen (15) EVCS of Level 2 or greater to three (3) Level 3 EVCS and relief from the installation of the required thirty (30) EVSE to six (6) EVSE, all associated with the 298-stall Dicks Sporting Goods (DSG) parking lot; and

WHEREAS, City Code §1009.04 (Variances) establishes the purpose of a variance is "to permit adjustment to the zoning regulations where there are practical difficulties applying to a parcel of land or building that prevent the property from being used to the extent intended by the zoning;" and

WHEREAS, the Variance Board has made the following findings:

- a. *The proposal is consistent with the Comprehensive Plan.* The Roseville Variance Board has determined the proposal is generally consistent with the Comprehensive Plan because it represents a sustainable investment promoted by the Comprehensive Plan's goals and policies, specifically the Resilience and Environment chapter and the goals addressing a reduction in greenhouse gas emissions.

b. *The proposal is in harmony with the purposes and intent of the zoning ordinance.* With respect to this requested variance, the Roseville Variance Board finds the proposal is not wholly in harmony with the purpose and intent of the EV standards. Specifically, the purpose and intent of the newly adopted requirements are to “facilitate and encourage the use of electric vehicles, to expedite the establishment of a convenient, cost-effective electric vehicle charging infrastructure, and establish minimum requirements for electric vehicle parking spaces and charging infrastructure to serve both short and long-term parking needs.” The Variance Board believes implementation requires every site subject to EV standards to install a share of EV charging and EV ready equipment and, if possible, offer choices for said charging as there is not a one-size-fits-all type of product. Although the Variance Board could strictly interpret the code and not support any level of variance, there is merit in supporting a reduction in overall charging units initially installed as discussed in the Variance Board report dated January 3, 2024. The Variance Board recognizes the balance necessary in managing expectations of both a private property owner and of the City, which is why the Variance Board supports deviating from the required fifteen (15) equipped stalls, and instead to allow three (3) Level 3 and three (3) Level 2 charging stations, as the benefits of Level 3 stalls, coupled with Level 2 stalls meet the intent of the Code. With regard to the requested variance to deviate from the required 30 ready stalls, the Variance Board finds such request is not in harmony with the intent of the code given the EV-ready stall requirement seeks to address future needs and the applicant’s request for a 24 stall deviation is too extreme to be interpreted as harmonious with the code.

c. *The proposal puts the subject property to use in a reasonable manner.* This finding seeks to determine whether the requested deviation will put the property to use in a manner reasonably consistent with the standards set forth in the Code. In this case the question is whether the requirement of 15 EVCS and 30 EVSE for a 298-space parking lot are too great given the specific characteristics of the DSG project and/or the overall Rosedale Center property. Although the City’s requirements for electric vehicle charging stations and future equipment installation are new, there is not sufficient information to conclude Roseville’s standards are extraordinary or inconsistent given the specific characteristics of the DSG project or warranting approval of the level of code deviation proposed by the applicant.

Concerning the installation of six EVCS (3-Level 3 & 3-Level 2), the Roseville Variance Board finds the benefits offered from Level 3 stalls, coupled with Level 2 stalls, puts the property to use in a manner that is reasonably consistent with the purpose and intent to the code, justifying the nine (9) stall deviation.

Concerning installation for future EVSE, the Roseville Variance Board believes it is reasonable to seek full compliance with the Code and not grant a reduction. Specifically, this requirement is prompted by the reconstruction of the former Herberger’s site with the DSG project and its 298-stall parking lot. With the development site under construction, the ability to install the EVSE future infrastructure is simplified, cost effective, and not impactful to parking areas currently in use.

Therefore, the Variance Board believes the required installation of three (3) Level 3 and three (3) Level 2 EVCS and all thirty (30) of the required EVSE are necessary to acceptably comply with this finding.

d. *There are unique circumstances to the property which were not created by the landowner.* The analysis for this element of the variance analysis turns on the question: is it plausible to support the position that fifteen (15) EVCS and thirty (30) EVSE for 298 stall DSG parking lot is a unique circumstance requiring some relief?

Since adoption of the EV standards, Planning Division staff has not had to apply these requirements to a parking lot the size of the DSG project. The largest to date has been the Ramsey County ESC project, which required three (3) EVCS and six (6) EVSE for the 58-stall parking lot. However, Planning Division staff has been aware there would come a time when a large parking lot was submitted that required a larger number of charging stations and equipped future stalls.

Although a 298-stall parking lot is not a typical commercial parking lot in Roseville, the Variance Board supports all the past work of the Planning Commission and City Council to approve specific standards and requirements regarding EV charging. After review and consideration of the information provided by the applicant, the Variance Board concluded the number of required EVCS for the DSG project could be “reasonably” reduced and still comply with the purpose and intent of the Code. This is because requiring some flexibility in charger type and charging time duration aligned with the goals of these standards.

However, the applicant has not provided any information suggesting the reduction to the amount of EVSE (EV-ready stalls) is reasonable or based on anything other than economics, which is why the Variance Board finds this criterion is not met as it relates to the applicant’s request to reduce the amount of EVSE stalls.

- e. *The variance, if granted, will not alter the essential character of the locality.* The Roseville Variance Board has determined that the wholesale granting of the requested variance could alter the essential character by establishing a trend by which reduced numbers of EV charging and ready stalls are allowed without thought or reason in terms of addressing current and perceived future needs. The Variance Board has outlined support of a lesser number of charging stations being installed initially, but remains firm on the required number of future equipped stalls. These reasons are outlined within the Request for Variance Board Action report dated January 3, 2024 and represent a thoughtful application of the practical difficulty test as it relates to the purpose and intent of the EV standards – which again are to “facilitate and encourage the use of electric vehicles, to expedite the establishment of a convenient, cost-effective electric vehicle charging infrastructure, and establish minimum requirements for electric vehicle parking spaces and charging infrastructure to serve both short and long-term parking needs.”

WHEREAS, Section 1009.04 (Variances) of the City Code also explains that the purpose of a VARIANCE is “to permit adjustment to the zoning regulations where there are practical difficulties applying to a parcel of land or building that prevent the property from being used to the extent intended by the zoning”; and

WHEREAS, the Variance Board finds the proposed relief recommended by the Planning Division, **consisting of installation of three (3) Level 3 AND three (3) Level 2 EVCS**, as opposed to the applicant’s proposal to install three (3) Level 3 EVCS, would satisfy the purpose and intent of the requirements outlined in Table 1019-2 and justify partial approval of the requested variance. The Variance Board further finds, based on the content outlined in the Request for Variance Board Action report dated January 3, 2024, the applicant has demonstrated practical difficulties preventing compliance with the requirements for installing electric vehicle charging stations at Rosedale Center associated with the Dicks Sporting Goods project; and

WHEREAS, Variance Board finds the proposed relief for installing **six (6) EVSE versus the required thirty (30) EVSE, a reduction of twenty-four (24) EVSE** does not satisfy the purpose and intent of the requirements outlined in Table 1019-2. The Variance Board further finds, based on the content outlined in the Request for Variance Board Action report dated January 3, 2024, the applicant has not demonstrated practical difficulties preventing compliance with the requirements for installing electric supply equipment at Rosedale Center associated with the Dicks Sporting Goods project as the 24 stall deviation is too extreme to be interpreted as harmonious with the code;

NOW THEREFORE BE IT RESOLVED, by the Roseville Variance Board to take the following actions:

- 1) **Approve a variance to Table 1019-2 of the City Code in support of a reduction in the amount of EVCS stalls subject to the condition that three (3) Level 3 and three (3) Level 2 EVCS stalls are implemented when fifteen (15) EVCS would normally be required** based on the content of the Variance Board report and associated plans provided as attachments to the report, public input, and Variance Board deliberation.
- 2) **Deny a variance to 1019.04.D.2.d.i regarding reductions in EVSE (EV-ready) stalls,** requiring the applicant to install EVSE for 30 stalls based on the content of the Variance Board report and associated plans provided as attachments to the report, public input, and Variance Board deliberation.

The motion for the adoption of the foregoing resolution was duly seconded by Variance Board Member Aspnes and upon vote being taken thereon, the following voted in favor: Members Bjorum and McGehee; and none voted against;

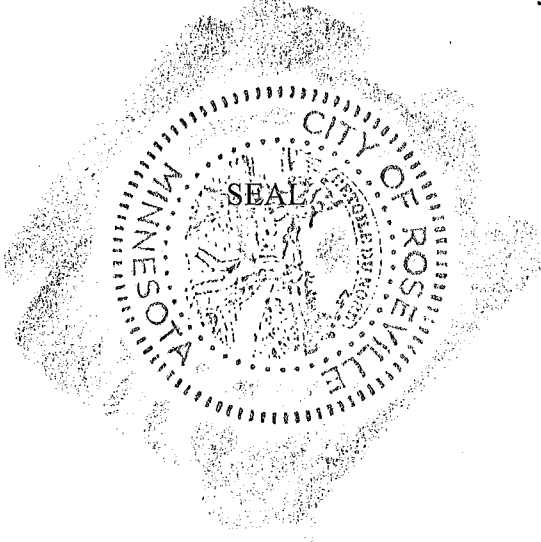
WHEREUPON said resolution was declared duly passed and adopted.

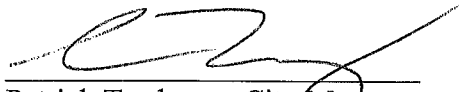
Variance Board Resolution No. 163 – 1595 Highway 36 (PF23-014)

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said Roseville Variance Board held on the 3rd day of January, 2024.

WITNESS MY HAND officially as such Manager this 3rd of January, 2024.




Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024
Item No.: 12.i.

Department Approval



City Manager Approval



Item Description: Consider Approval of a Grant Application for ARMER Equipment Funds through the Minnesota Department of Public Safety

Background

The Roseville Police Department seeks council approval to submit a grant application for the 2024 ARMER Equipment Grant Program, administered by the Minnesota Department of Public Safety. This grant will provide crucial funding to purchase portable radios compliant with FBI encryption requirements.

Portable radios are essential for the Roseville Police Department to deliver public safety services and perform its duties effectively. In December 2021, the department learned of new FBI mandates requiring all public safety radio traffic to be encrypted to meet specific federal requirements. Currently, the majority of RPD's portable radios do not comply with these new encryption requirements and must be replaced within the next few years to meet the mandates. Out of approximately 90 radios used by officers, community service officers, reserves, and social workers, only 28 of our current radios are encrypted and meet the requirements.

The lack of encryption has created communication challenges, particularly in interactions with other agencies that have fully transitioned to encrypted radios. RPD has struggled during metro details and joint operations because an increasing number of neighboring agencies have converted or purchased new radios to meet federal encryption requirements, including St. Paul, Washington County, and State Patrol.

In response to these mandates, RPD has increased its Capital Improvement Plan (CIP) budget requests and accelerated the replacement schedule for portable radios. Despite these proactive measures, many of our radios are nearly at their end-of-life and are no longer supported by the manufacturer. Each new radio costs nearly \$6,000 including programming fees. The total estimated cost to achieve full compliance is expected to cost over \$370,000.

For the 2025 budget, RPD has increased our CIP funding requests for radio replacements. However, we still face a significant shortfall in meeting the compliance requirements. Although no deadline has yet been set for Ramsey County, it is expected that within two or three years, we will need to be in full compliance and transitioned to fully encrypted radios. By seeking grant funding, we can facilitate the transition to encrypted radios and reduce the financial burden on our CIP. During the 2023 legislative session, a one-time appropriation was made to assist local agencies in replacing their portable radios. Through the ARMER Equipment Grant Program, agencies can apply for funding for encrypted radios. RPD plans to apply for funding for 14 new radios. RPD will also be requesting grant funding for the costs to upgrade 10 of our newer radios to meet the new encryption requirements. The grant request would result in all sworn officers being issued an encrypted radio by 2025. The grant requires a minimum 5% match from the agency, which RPD can meet through the existing 2025 CIP request for the replacement of 8 portable radios.

The replacement of non-compliant portable radios is crucial for maintaining RPD's ability to respond effectively to public safety needs. This grant will help us meet federal encryption mandates and sustain essential communication infrastructure, thereby enhancing our capacity to protect and serve the community.

Policy Objectives

It is critical to ensure RPD maintains compliance with federal encryption mandates for public safety communications, thereby enhancing the security and effectiveness of our law enforcement operations. By pursuing grant funding and additional financial resources, RPD aims to comply with recent mandates and minimize the financial impacts on the community. This will support the department's mission to provide reliable, secure, and efficient public safety services, ensuring the safety and well-being of Roseville residents and fostering strong interoperability with mutual aid partners. Seeking grant funding and additional financial resources demonstrates RPD's commitment to fiscal responsibility.

Racial Equity Impact Summary

RPD recognizes the critical importance of ensuring racial equity in all aspects of public safety and community service. RPD carefully examined possible racial equity impacts associated with the implementation of new portable radios, but was unable to identify any significant impacts directly related to racial equity.

Budget Implications

Obtaining grant funding will help offset some of the costs necessary to meet the new FBI encryption mandates. This financial support will lessen the burden on our CIP and, consequently, on the taxpayers. Proactive efforts to secure grant funding ensures that we maintain a high standard of public safety without significantly increasing local taxes.

The grant requires a minimum 5% match from the agency, which RPD can meet through the existing CIP request for radio replacement of 8 portable radios that have reached their end-of-life and do not have encryption capabilities.

Staff Recommendations

Approval is recommended for the Roseville Police Department to submit an application for the 2024 ARMER Equipment Grant Program. This grant will support the replacement of end-of-life and non-encrypted portable radios, ensuring RPD maintains effective and secure communication capabilities necessary for public safety and interoperability among first responders.

Requested Council Action

Approve RPD to submit a grant application for ARMER equipment funds through the Minnesota Department of Public Safety.

Prepared by: Erika Scheider, Chief of Police

Attachments: 1. 2024-2026 ARMER Equipment Grant Request for Proposals



2024-2026 ARMER Equipment Grant Program Request for Proposals

May 14, 2024

Grant Overview

The Department of Public Safety, Emergency Communication Networks division (DPS-ECN) requests proposals to the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program. Through this grant program DPS-ECN provides grant funding to support the purchase and upgrade of radio equipment for local, Tribal, and state agencies participating in the ARMER radio system. DPS-ECN consults with the Statewide Emergency Communications Board (SECB) to administer this grant.

Available Funding and Grant Period

\$4,000,000 is available to fund approximately 100 awards, estimated to average \$40,000 each to eligible applicants.

The term of the grant period is anticipated to be from October 1, 2024 to March 31, 2026.

Funding will be allocated through a competitive process with review by a committee representing content and community specialists with regional knowledge. Award announcements will be made in August 2024. No grant expenses may be incurred until a grant contract agreement is fully executed.

Eligible Applicants

Eligible applicants include:

- Local units of government
- Federally recognized Tribal entities
- State agencies participating in the ARMER system

Each local government unit is eligible to receive only one grant. Counties, cities, or other eligible entities with multiple departments or subdivisions participating in the ARMER system are encouraged to collaborate and submit only one grant application. Eligible applicants must maintain a vendor number in the Minnesota Statewide Integrated Financial Tool System (SWIFT).

Multi-organization collaboration is welcomed but not required for this grant. Collaborative proposals must identify the lead grantee organization and the names of the organizations that will be receiving sub awards.

Eligible Expenses

Authority for this grant program is provided to DPS-ECN in the [2023 Minnesota Session Laws, Chapter 52, Article 2, Section 3, Subdivision 9\(e\)](#):

(e)Statewide Public Safety Radio Communication System Equipment Grants

\$2,000,000 each year from the general fund is for grants to local units of government, federally recognized Tribal entities, and state agencies participating in the statewide Allied Radio Matrix for Emergency Response (ARMER) public safety radio communication system established under [Minnesota Statutes, section 403.36](#), subdivision



1e. The grants must be used to purchase or upgrade portable radios, mobile radios, and related equipment that is interoperable with the ARMER system. Each local government unit may receive only one grant. The grant is contingent upon a match of at least five percent from nonstate funds. The director of the Department of Public Safety Emergency Communication Networks division, in consultation with the Statewide Emergency Communications Board, must administer the grant program. This appropriation is available until June 30, 2026. This is a onetime appropriation.

The priority of this grant is to provide funding for the purpose of purchasing ARMER system radios and radio accessories. High-priority applications are those that apply for this grant with the intent to purchase radios and/or radio accessories. Applicants may also apply for the purchase of radios and/or radio accessories that expand the capabilities of the applicant including but not limited to adding or expanding access to encryption-capable radios or UL-approved radios. Projects considered should propose at least one of the following:

- Purchase of new radios or radio accessories adding capabilities that are not currently available to the applicant.
- Replace existing radios or radio accessories, to maintain current operations of the applicant.
- Replace radios or radio accessories that is failing or has failed, to meet requirements of the existing ARMER system that are no longer being met by the applicant.
- Procure redundant radios or radio accessories, in the case that existing equipment fails.
- Other related purchases, as described by the applicant and considered by DPS-ECN on a case-by-case basis.

Ineligible expenses include but are not limited to:

- Fundraising.
- Taxes, except sales tax on goods and services and payroll taxes.
- Lobbyists, political contributions.
- Bad debts, late payment fees, finance charges, or contingency funds.
- Parking or traffic violations.
- Transportation and travel expenses.
- Systematic ARMER capability upgrades or tower site upgrades.

A comprehensive list of generally eligible and ineligible expenditures for all state grants are available in the ECN Grant Manual posted on the [ECN Grants website](#).

State's Right to Cancel

This grant opportunity does not obligate DPS-ECN to award a grant. DPS-ECN reserves the right to cancel the solicitation if it is considered to be in the entity's best interest due to a lack of funding, agency priorities, or other considerations.

Questions

Questions may be submitted by phone or email to Rebecca Roberts, ECN Grant Coordinator at 612-280-2456 or Rebecca.M.Roberts@state.mn.us. Please submit questions no later than 4:30



p.m. Central Time, on May 31, 2024. Answers will be posted on ECN's grant website within five business days.

Application Components

Applicants must submit the following in order for the application to be considered complete:

- Attachment A: 2024-2026 ARMER Equipment Grant Application Form
- Attachment B: 2024-2026 ARMER Equipment Grant Budget Workbook
- Supporting documentation as outlined in the above application.

Application Submission

All applications must be received no later than 4:30 p.m. Central Time, on June 28, 2024. If applications are mailed, they must be postmarked by June 28, 2024. Late applications will not be considered. The applicant will incur all costs incurred in applying to this RFP.

Applications may be submitted electronically via email or by postal mail to:

Rebeccah Roberts, ECN Grant Coordinator
DPS-ECN
445 Minnesota Street, Suite 1725
St. Paul, MN 55101

Email: Rebeccah.M.Roberts@state.mn.us

Public Data

Per [Minn. Stat. § 13.599](#)

- Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, data will be considered public when all the grant contract agreements have been fully executed.
- All data created or maintained by DPS-ECN as part of the evaluation process (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, data will be considered public when all the grant contract agreements have been fully executed

Application Screening and Review

DPS-ECN will establish a grant review panel for the purpose of reviewing and scoring grant applications. Panel members will consist of non-applicant organizations, ARMER subject-matter experts, Statewide Emergency Communications Board (SECB) members, state agencies, and other interested parties who do not have a conflict of interest with the grant or its applicants. DPS-ECN has conducted stakeholder engagement in order to establish this grant review panel consistent with State of Minnesota requirements. All panel members must complete a conflict of interest disclosure form as required by [Minn. Stat. §16B.98 Subd. 2-3](#) and [OGM Policy 08-01 Conflict of Interest in State Grant-Making](#) to be approved for participation in the review process.



Conflicts of Interest

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. § 16B.98 Subd. 2-3](#) and [08-01 Conflict of Interest in State Grant-Making Policy](#).

Organizational conflicts of interest occur when:

- A grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- A grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to: revising the grant work plan or grantee duties to mitigate the risk, requesting the grant applicant submit an organizational conflict of interest mitigation plan, disqualifying the grant applicant from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

Competitive Priorities

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [OGM Policy 08-02](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. This grant aims to serve eligible entities participating in the ARMER system which demonstrate:

- Limited budgetary resources available to achieve the same purpose.
- Need to replace failing or failed ARMER radios or radio accessories in order to meet existing system requirements or baseline operational requirements.
- Large deployment or capability gaps, where the ratio between existing ARMER radio operations and need of the applicant shows a high disparity.
 - The applicant should demonstrate that these gaps impact the response time, response capability, or quality of emergency service for residents or visitors within the impacted area.

This grant will measure performance in serving entities identified above by reviewing information provided by the applicant such as:

- Funding and budgetary information.
- ARMER equipment inventories and operational needs assessments.
- Emergency services mapping.
- Evidence of coordination with other entities and interoperability assessments.
- Data-based comparison between the existing operating environment and ideal operating environment.

Phase 1: Screening

Applicants must meet the minimum requirements in order to be fully considered for this grant opportunity. Applications that do not meet this minimum criteria will not be eligible for award:



- Received by or postmarked by the due date and time: 4:30 p.m. Central Time, on June 28, 2024.
- Meet minimum eligibility including eligible applicant type, allowable expenditures, and evidence of match.
- Application is complete and includes
 - Exhibit A: 2024-2026 ARMER Equipment Grant Application.
 - Exhibit B: 2024-2026 ARMER Equipment Grant Budget Workbook.
 - Supplemental documentation as outlined in the above application.

Phase 2: Selection Criteria and Weight

Each application will be reviewed and scored by the grant review panel. Panel members will apply a score to each component listed below.

Maximum number of points for each application: 100

- Budget and Funding Information (25 pts possible)
 - Budget information to support the applicant's funding request (10 pts)
 - Evidence of applicant's budgeting process (5 pts)
 - Commitment to match (5 pts)
 - Description of other funding sources to meet the same need (5 pts)
- ARMER Equipment Inventories and Operational Needs Assessments (50 pts possible)
 - Current equipment inventory; ratio between current and proposed operations (20 pts)
 - Description of operational gaps to be met with the grant proposal (10 pts)
 - Project type indicates applicant is replacing equipment that is failing or has failed (10 points)
 - Commitment to maintenance and deployment plan for procured equipment (5 pts)
 - Meeting or exceeding local, state, or federal requirements (5 pts)
- Coordination Plan (15 pts possible)
 - Collaboration has taken place with other entities (10 pts)
 - Interoperability is considered in the grant proposal (5 pts)
- Supporting documentation (10 pts possible)
 - Supports request made in the grant proposal (10 pts)

The review committee will evaluate all eligible and complete applications received by the deadline. DPS-ECN will review all committee recommendations and is responsible for award decisions.

Phase 3: Award Announcement

Awards will be announced once scoring is complete, anticipated in August/September 2024. Funding will be awarded to the highest overall scoring applications. The DPS Commissioner or their designee will review and approve the recommendations prepared by the grant review panel prior to award. All applicants will receive either a letter of award notice or letter of denial. A summary of awards will be posted to the DPS-ECN website.

Records of all applicants will be retained in the event funds are returned or reallocated through the life of the grant. DPS-ECN reserves the right to offer grant amounts that differ from the applicant's request. The award decisions of DPS-ECN are final and not subject to appeal.



Phase 4: E-Grants Application, Pre-Award Risk Assessment, Financial Review and Grantee Capacity Review

The awarded grantee will be responsible for completing the application process in the [E-Grants Online Grant Management System](#). Participation in E-Grants is required in order to prepare and execute a contract with the State of Minnesota in order to utilize grant funds. ECN will provide directions to the grantees to complete registration and application using E-Grants alongside the notice of award. Grantees will upload their application and set up their grant budget to fulfill the requirements of the grant contract. As a final step in this process, ECN will conduct a risk assessment of the grantee for financial capacity as well as in regard to prior performance. These procedures will determine risk and monitoring outcomes for the active period of this grant.

Once these steps are complete, the contract will be made available for execution in E-Grants. Please note: **Applicants recommended for an award must wait until they receive the fully-executed grant contract before providing any services and before incurring expenditures.** Any expenses incurred prior to the full execution of the grant contract are not reimbursable and become the responsibility of the applicant/grantee.

Timeline

RFP posted on the DPS-ECN web site	5/14/2024
Questions due no later than 4:30 pm Central Time	5/31/2024
Responses to questions posted to DPS-ECN website	6/7/2024
Applications due no later than 4:30 pm Central Time	6/28/2024
Committee begins review of applications	7/12/2024
Committee recommendations submitted to DPS Commissioner for review	8/1/2024
Selected grantees announced; grant agreement negotiations begin	8/15/2024
Contract agreement process initiated in E-Grants	8/15/2024
Grantees undergo pre-award risk assessment	9/15/2024
Grantees and DPS execute grant agreement; grant period begins	10/1/2024

General Expectations of Grantees

All grantees are expected to comply with the following expectations in receipt of the award:

- Maintain a vendor number in the Minnesota Statewide Integrated Financial Tool System (SWIFT).
- Access grant documents and submit reports utilizing the DPS E-Grants System.
- Submit financial status reports (FSRs) and backup documentation on a quarterly basis at minimum and no more than monthly as directed in the ECN Grant Manual.
- Submit progress reports on a quarterly basis, as directed in the ECN Grant Manual.
- Complete sub-award certification and risk-assessment procedures as required by DPS.
- Retain documentation to support the expenditures related to the grant initiative described. Reimbursement must be based on necessary and applicable expenditures related to the program.



- Maintain a ledger to track the grant budget expenditures and payment reimbursements plus documentation that supports budget line-item expenses.

Grant Payments

Per [OGM Policy 08-08](#) reimbursement is the preferred method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless DPS-ECN has given the grantee a written extension.

Grant Monitoring

Agencies may choose to conduct grant monitoring per [OGM Policy 08-10](#). At a minimum, grantees are expected to submit progress reports and financial status reports quarterly.

Grantee Bidding Requirements

Grantees that are municipalities must follow:

- The contracting and bidding requirements in the Uniform Municipal Contracting Law as defined in [Minn. Stat. §471.345](#).
- The requirements of prevailing wage for grant-funded projects that include construction work of \$25,000 or more, per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The grantee must not contract with vendors who are suspended or debarred in MN:

[Suspended/Debarred Vendor Information](#).

Audits

Per [Minn. Stat. §16B.98](#) Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the Commissioner of Administration, the state granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination requirements for all Grantees

The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following:



employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#).

The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Voter Registration Requirement:

The grantee will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

Resources for Applicants

State of Minnesota General

[The Minnesota Office of Grant Management Policies](#): Policies created and maintained by the State of Minnesota Department of Administration's Office of Grants Management which standardize, streamline, and improve state grant-making practices, as well as aim to increase public information about state grant opportunities.

[SWIFT Vendor Resources](#): Every individual or organization conducting business with the state is considered a vendor. Grantees must be registered vendors in SWIFT in order to receive payments.

DPS-ECN Documents

Additional information regarding grant programs administered by ECN can be found on the [ECN Grants website](#). Applicants are encouraged to review the ECN Grant Manual.

[E-Grants Grants Management System](#): The grants management system for the Minnesota Department of Public Safety.

Contact Information

For more information about this grant RFP, contact:

Rebecca Roberts, ECN Grant Coordinator
DPS-ECN
445 Minnesota Street, Suite 1725
St. Paul, MN 55101

Email: Rebecca.M.Roberts@state.mn.us

Attachments

- Attachment A: 2024-2026 ARMER Equipment Grant Application Form
- Attachment B: 2024-2026 ARMER Equipment Grant Budget Workbook

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/17/2024

Item No.: 12.j.

Department Approval



City Manager Approval



Item Description: Declare Commission Mid-Term Vacancies

Background

The City's Appointment Policy states "*Regular commission appointments and reappointments will occur each spring in March. If vacancies occur, the council will consider appointments to fill those vacancies in March or September.*"

Currently there are no vacancies on any of the city's existing commissions. However, the City Council recently adopted an ordinance taking effect in early July establishing a new Equity and Inclusion Commission. Staff are recommending that the Council officially declare the following vacancies for that commission so appointments can be made in September.

The Equity and Inclusion Commission will have seven (7) members. Under City Code, following the creation of a commission, the first members shall be appointed as follows:

- At least one third of the members shall be appointed for three-year terms, up to one third of the members shall be appointed for two-year terms, and the balance of the members shall serve a one-year term. Term length for any member will be established by the Council at the time of appointment.

Because appointments are being made for the new commission midway through a term, all appointments would be for an initial partial term (6 months), plus the term length (1 year, 2 years, or 3 years). Applicants appointed to either a 2 year or 1 year term would also be eligible for 2 more full terms (3 years), and applicants appointed to the initial 3-year term would be eligible for one more full term.

This means that for a 7 member commission the following vacancies are open:

Number of Commissioners	Initial Partial Term	Full Term	Eligibility	Complete 1st Term
2	September 2024 - March 31, 2025	April 1, 2025 - March 31, 2028	These appointees would also be eligible for <u>one</u> more 3-year term.	September 2024 - March 31, 2028 (3 years + 6 months)
Up to 2	September 2024 - March 31, 2025	April 1, 2025 - March 31, 2027	These appointees would also be eligible for <u>two</u> more 3-year terms.	September 2024 - March 31, 2027 (2 years + 6 months)
3 or more	September 2024 - March 31, 2025	April 1, 2025 - March 31, 2026	These appointees would also be eligible for <u>two</u> more 3-year terms.	September 2024 - March 31, 2026 (1 year + 6 months)

Policy Objectives

Chapter 201 of the City Code states that "Advisory Commissions are established to provide a method for citizen input and are advisory to the City Council." The existence of city advisory commissions is supportive of the Community Aspiration to be a community that is welcoming and inclusive of all people.

Racial Equity Impact Summary

Research indicates that diverse groups are better at problem-solving and innovation, and leads to more comprehensive and effective policy recommendations. Scott E. Page's research in *The Difference: How the Power of Diversity Creates Better Groups, Firms, Schools, and Societies (2007)* demonstrates that groups with a range of approaches are better at problem-solving and innovation than more homogeneous groups. This means that incorporating diverse viewpoints across city commissions will enhance the advisory commissions' ability to foster inclusive policymaking, and create more effective and equitable public services. By reflecting the varied backgrounds and experiences of the community, these commissions can make more informed and comprehensive recommendations that lead to outcomes that better serve all constituents and adapt to the multifaceted needs of a diverse population.

Budget Implications

None

Staff Recommendations

By motion, declare the following vacancies for the Equity and Inclusion Commission:

- 2 vacancies for a term ending March 31, 2028
- Up to 2 vacancies for a term ending March 31, 2027
- 3 or more vacancies for a term ending March 31, 2026

Requested Council Action

Declare the following vacancies for the Equity and Inclusion Commission:

- 2 vacancies for a term ending March 31, 2028
- Up to 2 vacancies for a term ending March 31, 2027
- 3 or more vacancies for a term ending March 31, 2026

Prepared by: Rebecca Olson, Assistant City Manager

Attachments: None

FUTURE MEETING AGENDA HIGHLIGHTS

June 17, 2024

June 24, 2024 Rosefest Parade



July 8, 2024 City Council Meeting

- Approve Issuance of Recycling Request for Proposals
- All Department Equity Update
- Hold Hearing to consider Massage Therapy Establishment License for Winway Massage LLC located at 696 County Road B
- Consider an interim ordinance to impose a moratorium on the operation of cannabis businesses within the City of Roseville

July 15, 2024 EDA Meeting

- Review 2025 EDA Budget Request
- Consider accepting proposals to conduct a Housing Needs Assessment/Study

July 15, 2024 City Council Meeting (Work Session)

- Receive Capital Improvement Plan for 2025-2044
- Receive Update from Rapp Strategies regarding sales tax referendum

July 22, 2024 City Council Meeting

- Joint Meeting with Public Works, Environment, and Transportation Commission
- Award Strategic Planning Consultant (Tentative)



			<u>Future Agenda Review - Longer Term Initiatives</u>				6/17/2024
			(items that likely require council discussion/action)				
<u>Item</u>			<u>Initiated By</u>	<u>Target Date</u>	<u>Status/Notes</u>		
Zero Waste Packaging/Compostable Containers			Etten/Strahan	August '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		
Update SREAP with new goals/objectives			Staff/Council	4th qtr '24/1st qtr 2025	(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			