

Mayor: Dan Roe Councilmembers: Jason Etten Wayne Groff Robin Schroeder Julie Strahan	 City Council Agenda Monday, March 6, 2023 6:00 p.m. Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at: www.cityofroseville.com/attendmeeting	Address: 2660 Civic Center Dr. Roseville, MN 55113 Phone: 651-792-7000 Website: www.cityofroseville.com
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1. 6:00 P.M. Roll Call
Voting & Seating Order: Strahan, Etten, Schroeder, Groff, and Roe
2. 6:01 P.M. Pledge of Allegiance
3. 6:02 P.M. Approve Agenda
4. 6:03 P.M. Public Comment
5. Recognitions and Donations
6. 6:08 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:10 P.M. Convene as the Board of Appeals
 - 7.A.i. Adjourn Board of Appeals & Reconvene as the City Council
 - 7.B. 6:55 P.M. Receive Quarterly Equity Update
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)
 - 7.C. 7:15 P.M. Receive 2022 Workforce Report
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
8. Council Direction on Councilmember Initiated Agenda Items
9. 7:55 P.M. Approval of City Council Minutes
Approve City Council Minutes from February 13, 2023

10. 8:00 P.M. Approve Consent Agenda

10.A. Approve Payments

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

10.B. Approve 1 Temporary Liquor License, and 1 Tetrahydrocannabinol (THC) License

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.C. Approve General Purchases and Sale of Surplus Items in Excess of \$10,000

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.D. Authorize Planning and Design Services for New Park at 2381 Co. Road B. W

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.E. Approve Entering into a Memorandum of Agreement with Metro-INET Joint Powers Authority to provide internet services to the Ramsey County Library System on behalf of the City of Roseville

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

10.F. Approve Long Lake Lift Station Easement Agreements

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.G. Award Contract for DEI Training

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

10.H. Approve Ramsey County HOME-ARPA Grant Agreement

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

11. 8:05 P.M. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager
12. 8:10 P.M. Adjourn

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Strategic Equity Update Q1 2023

BACKGROUND

Work is well underway in implementing the City's racial equity plan called the Strategic Racial Equity Action Plan (SREAP), which focuses on internal high-impact areas that need to be addressed immediately in the City's equity work. The priorities identified in this initial SREAP were intended to lay a foundation with city staff and operations to increase capacity for future equity and inclusion initiatives.

In addition to the organizational goals being implemented in the SREAP, city departments have been working through unique equity challenges and objectives related to their line of expertise. Quarterly progress on current SREAP goals is highlighted in the attachment, along with an update on upcoming staff training. As a reminder, updates to the SREAP are maintained on the city's Racial Equity and Inclusion webpage.

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

RACIAL EQUITY IMPACT SUMMARY

This presentation is related to the city's Strategic Racial Equity Action Plan.

FINANCIAL IMPACTS

There are no financial considerations in this equity update presentation.

STAFF RECOMMENDATION

REQUESTED COUNCIL ACTION

This presentation is for informational purposes.

Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: Equity Update Q1 2023.pdf

Strategic Equity Update Q1 2023



Strategic Racial Equity Action Plan Priority Areas:

- Workforce Diversity
- Commission Diversity
- Implementing a Racial Equity Toolkit

Last Update:

- Q4 2022

Racial Equity Narrative

- The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity.
- The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents.
- All City Departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services.
- The City of Roseville is committed to taking tangible steps to normalize, organize, and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

Council Equity Update

Community Aspirations

As a community, we aspire to be:

- Welcoming, inclusive and respectful
- Safe and law-abiding
- Economically prosperous with a stable and broad tax base
- Secure in our diverse and quality housing and neighborhoods
- Environmentally responsible, with well-maintained natural assets
- Physically and mentally active and healthy
- Well-connected through transportation and technology infrastructure
- Engaged in our community's success as citizens, neighbors, volunteers, leaders, and business people

SREAP Priority 1 – Workforce Diversity



Data Collection



Data Analysis



Stakeholder Engagement



Workforce Report

Stakeholder Engagement

- Diversify Hiring Panels
- Better Prepare Applicants
- Improve Communication
- Process Improvement
- Compete

SREAP Priority 1 – Workforce Diversity

Efforts in progress

- **Implement SMART Goals**
 - Specific, Measurable, Achievable, Realistic, Timely
- **Continue Process Improvements**
- **Sustain Data Collection**

SMART Goals – Diversify the Workforce

Hiring Manager Training

Hiring Manager Packet

Onboarding Platform

Compensation and Classification Study

SREAP Priority 2 – Commission Diversity



Continuing to evaluate each recruitment season



Promotion of all vacancies, Youth Vacancies for Spring 2023

SREAP Priority 3 – Racial Equity Toolkit



Implement Racial Equity Toolkit & Racial Equity Impact Summaries



Continue improving REIS on council RCA's



Establish data repository for REIS and Racial Equity Toolkits for quarterly reviews

Council Equity Update

Additional DEI Initiatives - Training

2023 DEI All-Staff Training

All Full-Time Staff – April/May

- Foundations of DEI



Managers Supervisors – August/September

- Creating a Culture of Belonging
- Leading a Diverse Team

Department Heads – October/November

- Managing Conflict
- Courageous Conversations

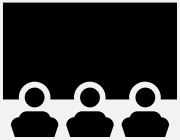
2022 DEI Leadership Training - completed

Department Heads – Sept. to Dec. 2022

- Creating a Brave Space
- Microaggressions
- Navigating Difficult Conversations on Race



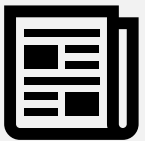
Proclamation Support



Display Cases at City Hall



HRIEC to review proclamation language



Educational opportunities for community members including a bi-monthly article in the City News



Questions?

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 7.c

Department Approval



City Manager Approval



Item Description: Presentation of 2022 Workforce Report

BACKGROUND

As part of ongoing implementation efforts of the City's Strategic Racial Equity Action Plan (SREAP), prioritizing the improvement of processes and systems to attract more diverse employees, a workforce report was developed to capture and begin analysis of demographic data for the City's entire workforce – full time staff, seasonal employees, volunteers, and commissioners. As part of the first priority of the SREAP, city administrative staff have worked diligently to put tools in place to gather demographic data, disaggregated by race and other categories, to better understand the current workforce and to provide a baseline of data for future progress. This is the first of an annual workforce report to track progress on DEI efforts and to better understand data needs going forward.

The 2022 Workforce Report provides data and an initial analysis of the data that is a snapshot in time of the City's workforce. Both quantitative and qualitative processes are being used to guide improvements and decision making related to hiring and recruitment processes across the city. Some of this data has led to the prioritization of 4 SMART (Specific, Measurable, Achievable, Realistic, Timely) goals deemed critical to success of future improvements, ideas, and programs related to hiring and recruitment efforts. The 4 SMART goals city staff will be working to implement and complete are:

1. Hiring manager training on updated processes, best practices, and bias awareness
2. A hiring manager packet intended to better prepare and lay out the process for hiring leaders, interview panels, and candidates.
3. Fully implementing an onboarding platform to standardize the collection of new hire information and information communicated to new hires (employee handbook, equity narrative, onboarding training, etc.).
4. Completion of a Compensation and Classification Study allowing the organization to better understand current roles and responsibilities, pay equity, and to better position the city to be competitive in the job market.

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to

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37 **RACIAL EQUITY IMPACT SUMMARY**

38 This presentation is related to the city's Strategic Racial Equity Action Plan.

39 **FINANCIAL IMPACTS**

40 There are no financial considerations in this equity update presentation.

41 **STAFF RECOMMENDATION**

42 **REQUESTED COUNCIL ACTION**

43 This presentation is for informational purposes.

44

Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: 2022 Workforce Report.pdf



2022

WORKFORCE REPORT



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The City of Roseville, MN, 2022 Workforce Report provides a snapshot of the current workforce including full time and benefit eligible employees, seasonal employees, and volunteers for the City as an employer. As City leaders and staff continue to move forward implementing new solutions, improving existing process, programs, and services, and integrating a racial equity lens in decision-making, this report should serve as a tool to help meet the organizational mission and attain the community values outlined in the City's Community Aspirations (listed below).

This report is an important tool in providing a comprehensive profile of current City of Roseville staff and community. As this is the City's first workforce report, current demographic data serves as a baseline for intentional progress from ongoing diversity, inclusion, and equity improvement initiatives. This report aligns with the first priority of the City's Strategic Racial Equity Action Plan to improve current recruitment and hiring processes to diversity the city's workforce. Primary data sources for this report include self-identified demographic data collected annually, U.S. Census Bureau data as of 2020, and 2017-21 American Community Survey data, providing the following information:

- A demographic breakdown of City of Roseville ½, ¾, and Full-Time benefit eligible employees
- A demographic summary of available, optional, seasonal, volunteer, and commissioner data.
- A summary of known current and future process improvement initiatives to lead to desired outcomes in diversifying the workforce long-term.

The data presented in this report is a start to understanding the City's current workforce profile, the systems and processes in place that led to today's environment and hiring challenges, and changes needed, based on data, to create a more diverse and community represented internal workforce. There are external challenges from a highly competitive labor market to a need to recruit BIPOC students into STEM, finance, and related career fields specific to the services provided by local government. To stay up to date on the City's racial equity and inclusion initiatives, visit [Racial Equity and Inclusion | Roseville, MN - Official Website \(cityofroseville.com\)](https://cityofroseville.com/racial-equity-and-inclusion).

A more in-depth demographic breakdown is provided of City of Roseville full time and benefit eligible employees below, as of November 2022. The 2020 Census confirms the City of Roseville and surrounding communities are continuing to increase in diversity. The City of Roseville strives to recruit and retain staff, as well as provide quality programs and services reflective of the changing community.

Thomas Brooks, Equity and Inclusion Manager

Mission

To provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the City Council, and implemented by professional staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future generations.

Community Aspirations

As a community, we aspire to be...



Welcoming, inclusive, and respectful



Physically and mentally active and healthy



Well-connected through transportation and technology infrastructure



Secure in our diverse and quality housing and neighborhoods



Safe and law abiding



Environmentally responsible, with well-maintained natural assets



Economically prosperous, with a stable and broad tax base



Engaged in our community's success as citizens, neighbors, volunteers, leaders, and businesspeople

Departments

As of November 2022, the City of Roseville had 220 full time and benefit eligible employees, over 200 seasonal employees, and approximately 2,118 active volunteers, in addition to 5 elected leaders on the City Council and 44 City Commissioners to advise the City Council.

Administration

The Administration Department is responsible for carrying out the City Council's policies and administering City business.

Community Development

The Community Development Department works to provide a safe and quality living.

Finance

The Finance Department is responsible for all City financial operations, information systems, and licensing. The Finance department includes the Roseville License Center which provides licensing for the Minnesota Department of Public Safety and passport services.

Fire

The Roseville Fire Department provides fire, first responder medical and rescue services.

Parks & Recreation

The Parks and Recreation Department manages the City's 32 parks and various recreational facilities and works to plan and promote recreation activities that meet the needs of Roseville.

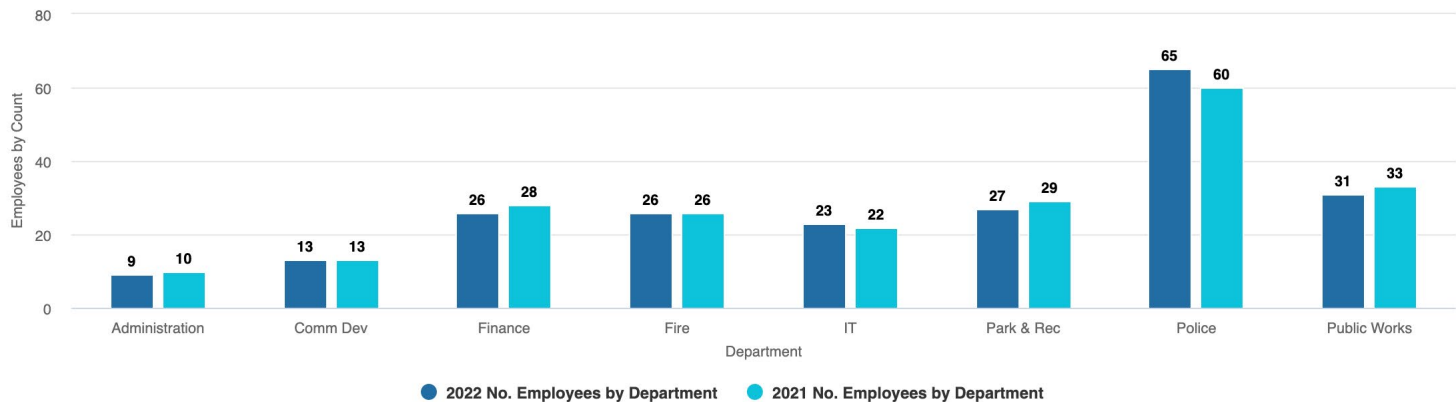
Police

The Police Department strives to keep a safe community through Community Oriented Policing.

Public Works

The Public Works Department provides construction, maintenance and utility services to the City of Roseville.

2022 Roseville Workforce - Employee Count by Department



*This data was retrieved through an annual survey administered during the City's open enrollment period in November 2022, completed by all benefit-eligible employees.

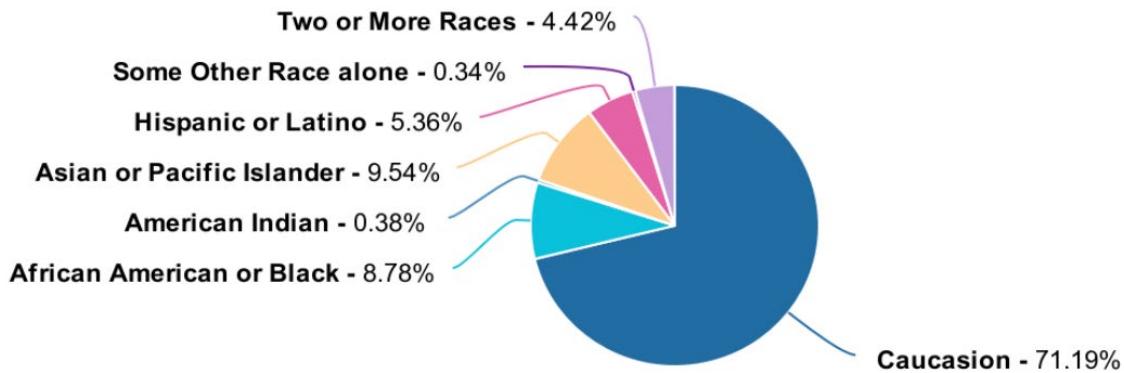
About Roseville, MN

The City of Roseville incorporated as a city in 1948 on land that was obtained through a broken treaty and served as home to the Dakota and Ojibwe people. The City serves a community of approximately 36,254 residents according to preliminary 2020 U.S. Census Bureau data. Roseville, MN is a city nestled between the two largest cities in the Twin Cities metro – Minneapolis and Saint Paul – while surrounded by a few other suburban cities – Arden Hills, Lauderdale, Little Canada, Maplewood, and New Brighton. With Rosedale Center, Roseville is a major retail and commercial destination in the Twin Cities, attracting tens of thousands of visitors a day who work, shop, eat, and play in the city. Residents identifying with communities of color have grown to represent approximately 28.81% of residents, an increase from 18.69% in 2010.

Roseville, MN 2020 Census Survey Results

Minnesota topped the nation with a 75.1% self-response rate. Ramsey County had 79.1% self-response rate, and Roseville had an 84.9% response rate.

City of Roseville Community Demographics



*This data is based on 2020 Census results.

Category	2010 Numbers	% of Population	2020 Numbers	% of Population	Net Gain (+/-)	% Change (+/-)
Total Population	33,660	-	36,254	-	+2,594	+7.71%
African American or Black	2,038	6.05%	3,182	8.78%	+1,144	+56.13%
American Indian	132	0.39%	137	0.38%	+5	+3.79%
Asian, or Pacific Islander	2,447	7.27%	3,458	9.54%	+1,011	+41.32%
Caucasian	27,369	81.31%	25,800	71.19%	-1,560	-5.70%
Hispanic/Latino	1,551	4.61%	1,942	5.36%	391	+25.21%
Two or more races	760	2.26%	1,604	4.42%	844	+111.05%
Some other race	32	0.10%	122	0.34%	90	+281.25%

Roseville, MN 2021 American Community Survey 2017-21 (AGE AND SEX)

*The following numbers are estimates based on the 2017-21 American Community Survey.

Age	Total	% of Population	Male	% Male	Female	% Female
Total	36,119	-	17,302	47.90%	18,817	52.10%
Under 5 years	2,166	6.0%	1,037	6.0%	1,129	6.0%
5 to 9 years	1,568	4.3%	752	4.3%	816	4.3%
10 to 14 years	1,840	5.1%	1,089	6.3%	751	4.0%
15 to 19 years	2,383	6.6%	1,148	6.6%	1,235	6.6%
20 to 24 years	2,608	7.2%	1,312	7.6%	1,296	6.9%
25 to 29 years	2,617	7.2%	1,444	8.3%	1,173	6.2%
30 to 34 years	2,243	6.2%	1,083	6.3%	1,160	6.2%
35 to 39 years	2,509	6.9%	1,210	7.0%	1,299	6.9%
40 to 44 years	1,810	5.0%	970	5.6%	840	4.5%
45 to 49 years	1,944	5.4%	921	5.3%	1,023	5.4%
50 to 54 years	1,712	4.7%	845	4.9%	867	4.6%
55 to 59 years	2,507	6.9%	1,125	6.5%	1,382	7.3%
60 to 64 years	2,317	6.4%	1,041	6.0%	1,276	6.8%
65 to 69 years	1,926	5.3%	892	5.2%	1,034	5.5%
70 to 74 years	1,753	4.9%	829	4.8%	924	4.9%
75 to 79 years	1,183	3.3%	468	2.7%	715	3.8%
80 to 84 years	1,297	3.6%	526	3.0%	771	4.1%
85 years and over	1,736	4.8%	610	3.5%	1,126	6.0%

Strategic Racial Equity Action Plan (SREAP) Overview

The City of Roseville is actively working to provide ethical, efficient, and responsive local government to create and enforce city policies, defend the safety of all community members, support the local economy, and provide public services. We must ensure we are providing quality programs and services that reflect the unique needs of all communities within the City of Roseville.

The main purpose of the Strategic Racial Equity Action Plan (SREAP) is to help us measure and significantly improve results for all our community members with culturally diverse workforce, businesses, representation and programming. Such results include, but are not limited to, improvements in:

- Establishing work plans and a related budget that support achievement of SREAP goals
- Staff diversity and cultural competency development
- Council and commission diversity, inclusion, and cultural competency and responsiveness development

- Reflection of the city's diversity in all branding and digital communications, including, but not limited to, social media, print, video, and newsletter
- Major decision making inclusive of data and representative of diverse community voices and lived experiences

Racial Equity Narrative

The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity.

The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents.

All City Departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services.

The City of Roseville is committed to taking tangible steps to normalize, organize, and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

SREAP Priorities

Priority 1: Workforce Diversity

Roseville City Government staff – across its entire breadth and depth – does not reflect the racial, ethnic, and cultural makeup of Residents.

Priority 2: Commission Diversity

People who participate in Roseville City Government boards and commissions do not reflect the racial, ethnic, and cultural makeup of Residents.

Priority 3: Racial Equity Toolkit

There is no process for senior leaders to analyze policies, programs, and services with an equity lens. Ensure elected and appointed policymakers have access to and analyze racially-disaggregated data to deliver equitable decision-making and outcomes from the legislative process.

SREAP Priority Framework

This workforce report is directly tied to SREAP Priority 1 related to increasing the diversity of the City's internal workforce. To lay the foundation for future progress in addressing all three SREAP priorities, the City's current SREAP lays out an action plan including three critical components – process mapping, stakeholder engagement, and data collection. The intent is to use all applicable qualitative and quantitative data – including the data in this report – to guide decision making on systemic improvements and changes needed to create more equitable and efficient policies, programs, and services.

Process Mapping

Before putting into place a new system or process, incorporating process mapping into the SREAP created a uniform understanding of current processes and any relevant nuances based on department or employee. Process maps were created for all three priorities creating lines of connection through each step of the process from start to completion. For example, mapping the hiring process includes documenting each step of the process in the perspective of job candidates, from the creation and posting of a job vacancy to hiring to eventually onboarding as a new hire.

Stakeholder Engagement

Engaging impacted internal and external stakeholders and incorporating unique perspectives on current challenges and future opportunities is included throughout the actions plans for all three priorities. Stakeholder voice was used to validate the accuracy of the process maps as it pertains to various roles and departments around the city. Engagement is also a necessary component of data collection for both quantitative data – such as demographic questionnaires – and contextual qualitative data collected through interviews, focus groups, workshops, and open-ended surveys.

Data Collection

The collection of quantitative and qualitative data both helps create a wholistic profile of the City's current reality in identifying and ultimately addressing equity disparities. Data is also useful as a means to measure progress toward expected outcomes through implementing improvements and new solutions driven by data. A number of tools have been integrated into existing processes and systems to begin gathering data that can be measured and compared over time. External data sources have also been acquired to better understand all Roseville residents and how government policies directly impact individual people and families.

Workforce Statistics 2021-2022

Workforce Profile

As of November 2022, the City of Roseville had 220 benefit eligible employees, down one from 2021. Benefit eligible employees include those that work in a ½, ¾, and full-time capacity, and does not include seasonal employees. Benefit eligible employees are hired through a different hiring process than seasonal employees, leading to disparities in available demographic and hiring process data. City of Roseville employees work across 7 different departments. It should be noted, the IT Department, will no longer be considered a city department as of 2023. Metro I-net who provides IT services, is transitioning to a separate entity.

City of Roseville Administration is continuing to find ways to gather useful employee data, which may be seen on future reports. The tables and graphs reported below are based on the 220 benefit eligible employees as of November 2022. Some comparison data is available for the 221 benefit eligible employees in November 2021. November is a notable month for data collection as this is annual open enrollment for benefit eligible employees where all are required to participate and update a demographic survey/questionnaire.

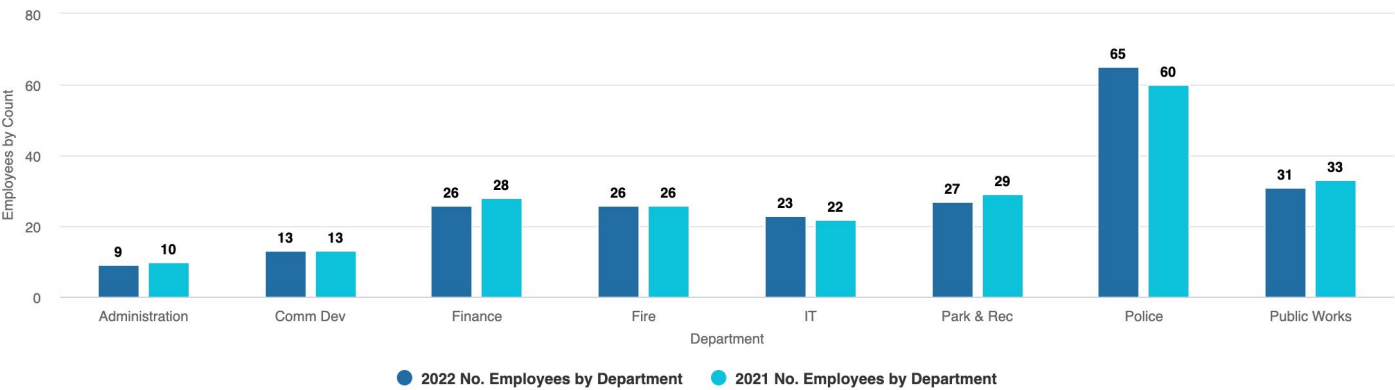
In preparation for reviewing the data below, it is important to note the sensitivity when including data in the report for individuals in a response group of 10 or fewer. BIPOC representation at the department level, further disaggregated by race, is small enough to identify individual employees. Other demographic categories impacted by small data sets are Sensory, Physical, and Mental Disability Status and Veteran Status. As the City of Roseville works to become more representative of the population served, more data will be accessible in future workforce reports.

Summary of Notable Findings:

- The overall workforce demographic profile was very similar in years 2021 and 2022, despite turnover and new hires.
- BIPOC employees represented in the City's internal workforce for benefit eligible employees trails the growing BIPOC diversity of city residents in all categories.
- The administrative team in the Finance department and Parks and Recreation department

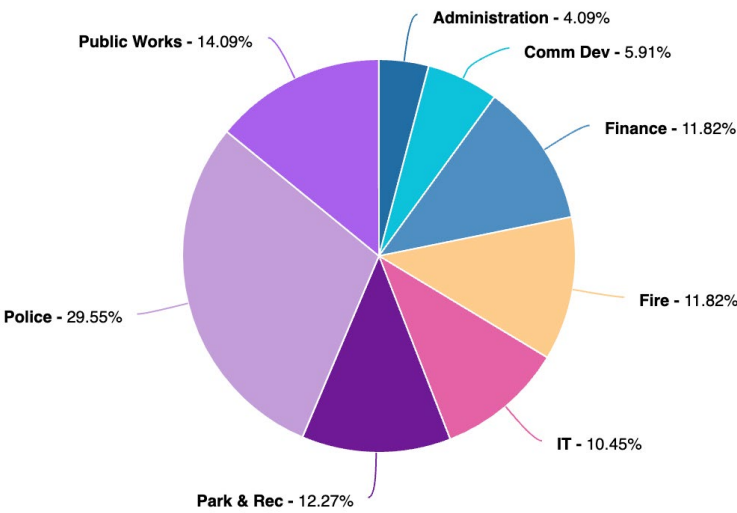
- The administrative team in the Finance department and Parks and Recreation department do not have BIPOC benefit eligible employees; however, the License Center is a division within the Finance Department with BIPOC representation.
- Current benefit eligible employees are over 2/3 male and new hires are disproportionately more male.
- Approximately ¾ of current benefit eligible employees are post-secondary educated with either a technical college, undergraduate, or graduate degree.
- The small number of BIPOC benefit eligible employees across the organization impacted confidentiality and the ability to include more specific department and team level data disaggregated by race.

2022 Roseville Workforce - Benefit Eligible Employees by Department

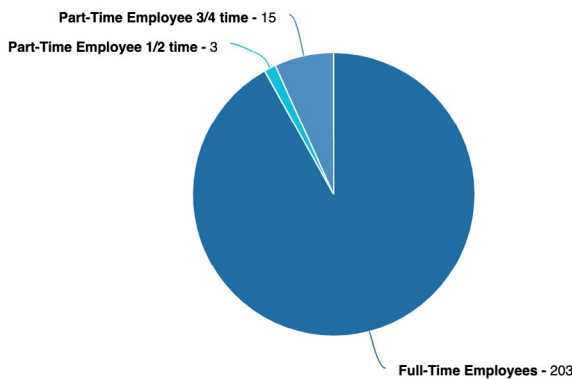


*This data was retrieved through an annual survey administered during the City's open enrollment period in November 2022, completed by all benefit-eligible employees.

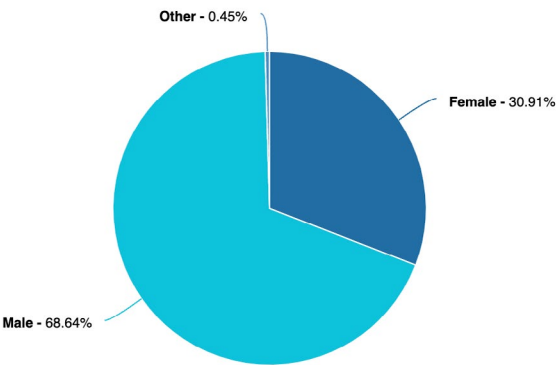
2022 Roseville Workforce - Percent of Employees by Department



2022 Roseville Workforce - Employees by Full-Time Status

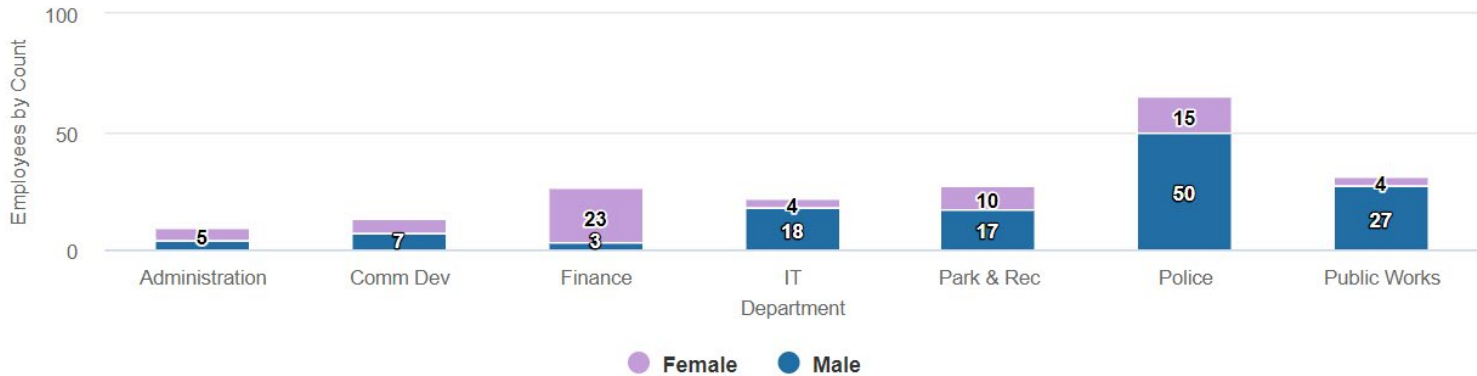


2022 Roseville Workforce - Employees by Gender



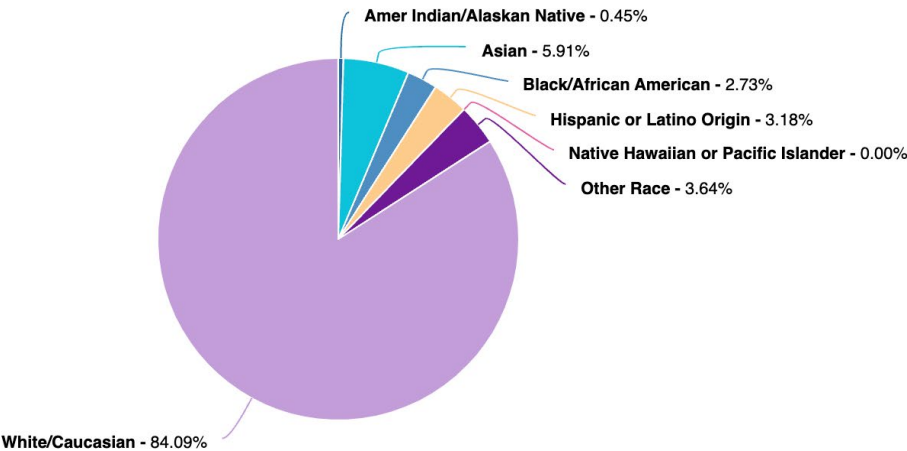
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Gender by Department



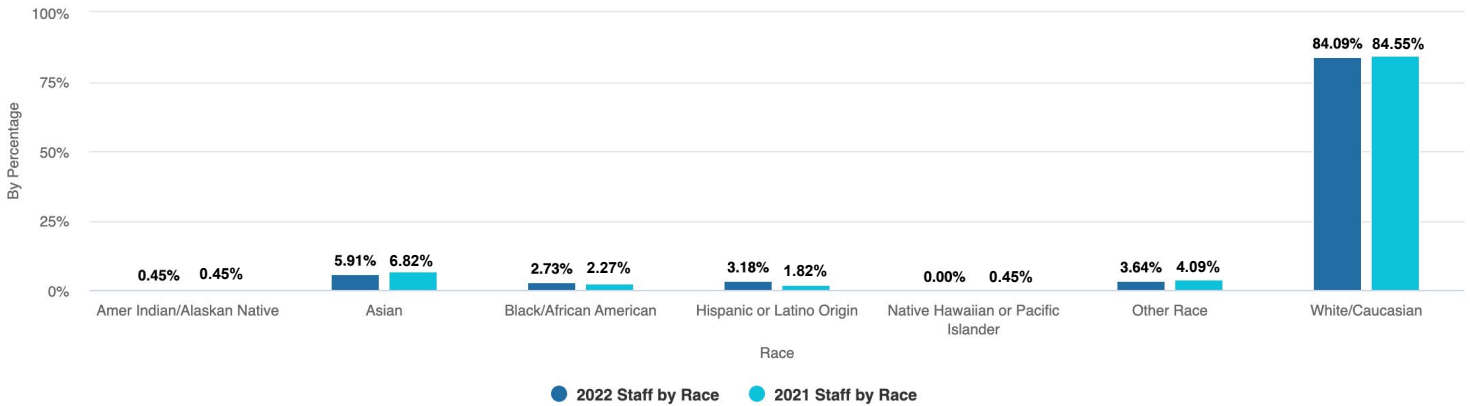
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees. Some Fire and IT department data could not be disclosed.

2022 Roseville Workforce - Employees by Race



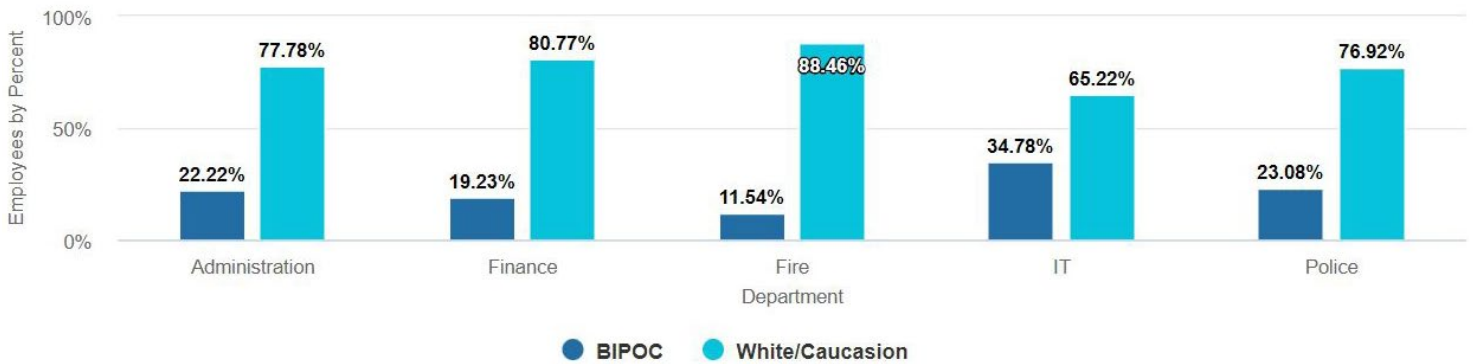
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Race 21-22



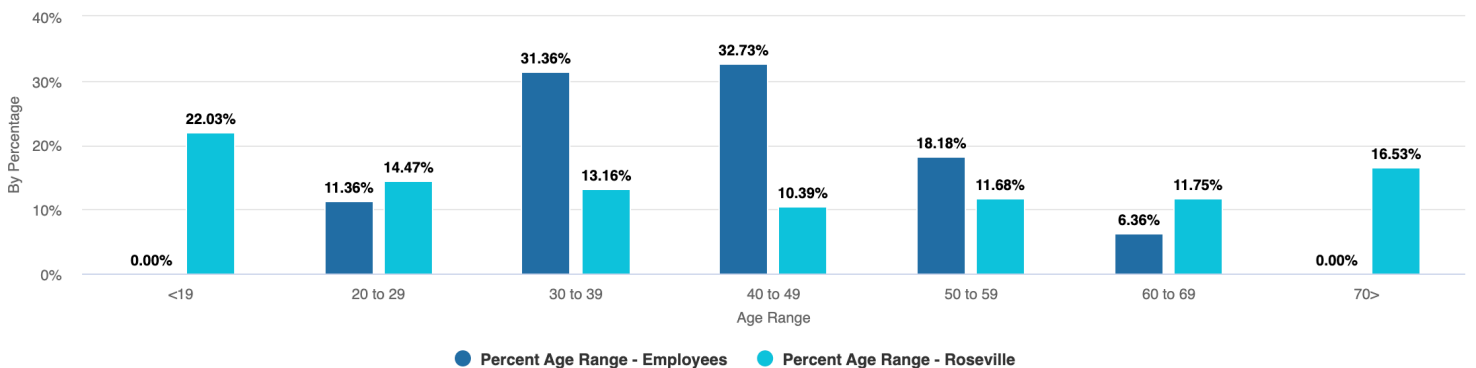
*This data is based on an annual demographic survey administered during the November 2021 and 2022 open enrollment periods for all benefit eligible employees.

2022 Roseville Workforce - Race by Department (>10% BIPOC Employees)



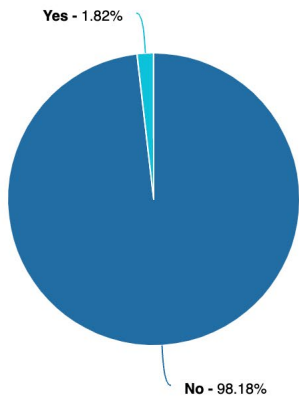
This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees and only includes departments with more than 10% BIPOC employees.

2022 Roseville Workforce - Employees by Age Range



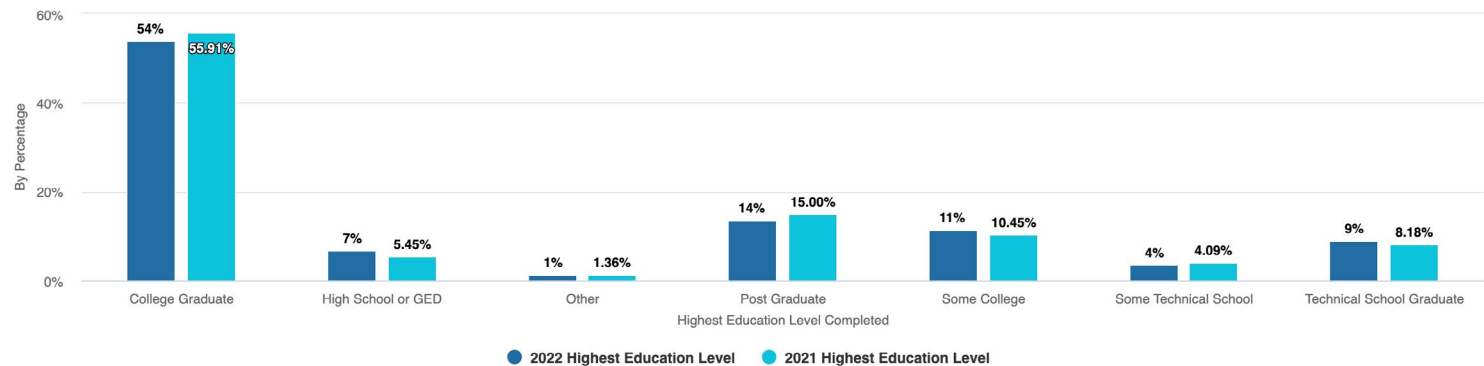
*This data was collected in November 2022 during the open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Sensory, Physical, Mental Disability Status



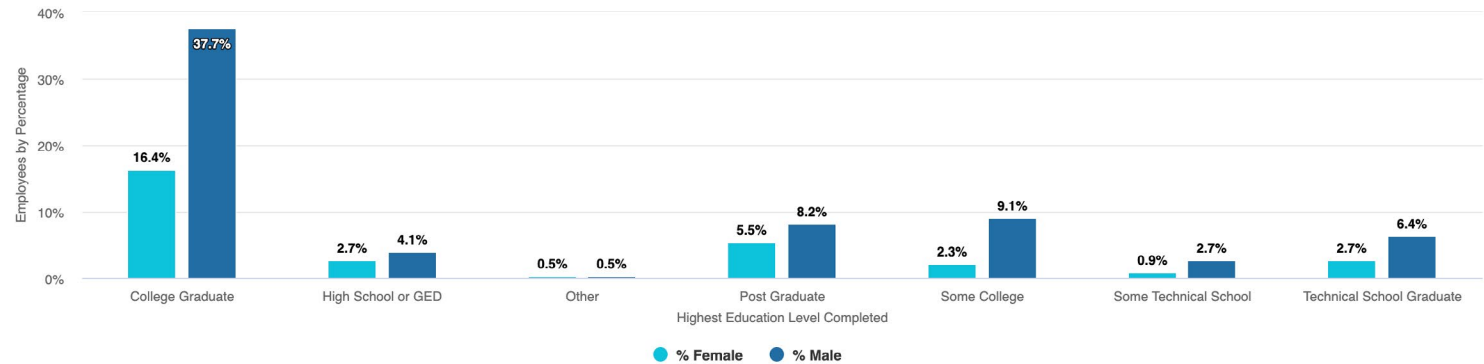
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Highest Education Level Completed



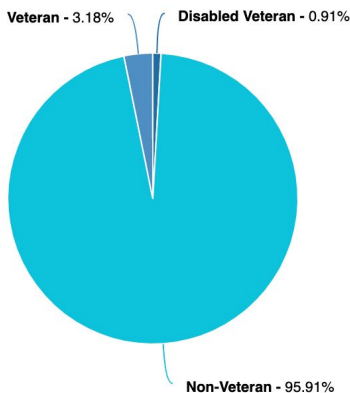
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Education Level Completed by Gender



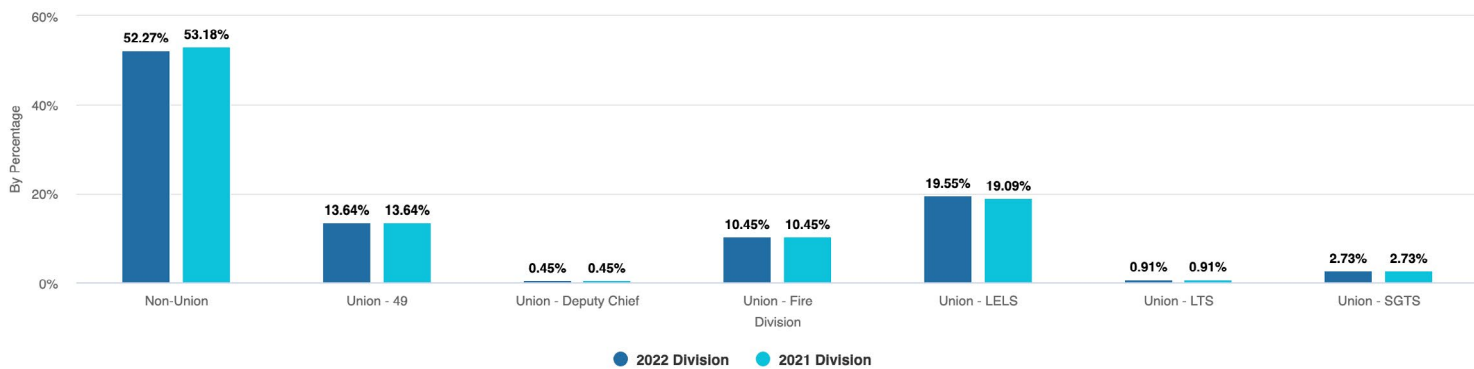
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Veterans Status



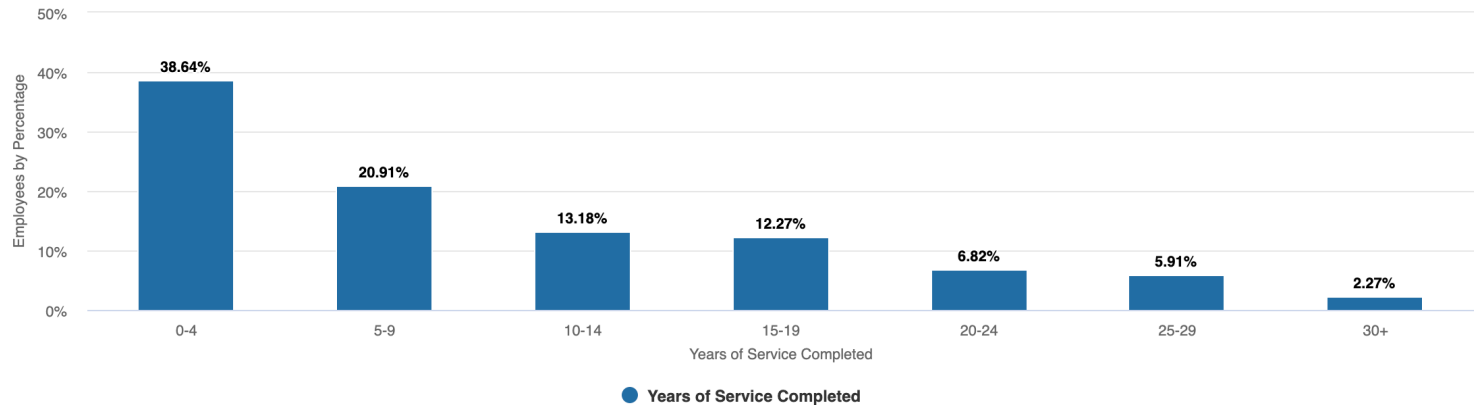
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Union



*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Years of Service Completed



*This years of service data was collected internally through human resource systems and based on 220 employees as of November 2022.

An analysis of available data of Years of Service Completed by Race, as of November 2022, found:

- Of Asian employees, the average years of service completed was 7.1 years with 62% of Asian employees in the 0-4 year range;
- Of Black/African American employees, the average years of service completed was 2.5 years with 83% of Black/African American employees in the 0-4 year range
- Of American Indian employees, one employee completed 11 years of service
- Of Hispanic or Latino employees, the average years of service was 3.4 years with 71% of Hispanic or Latino employees in the 0-4 year range
- Of Other Race employees, the average years of service was 12.6 years with 38% of Other Race employees in the 0-4 year range
- Of White/Caucasian employees, the average years of service was 10 years with 35% of White/Caucasian employees in the 0-4 year range
- Of the 0-4 years of service range, approximately 25% of employees were BIPOC
- Of the 35 BIPOC employees, 60% had 4 years or less of completed service; 77% had 9 years or less of completed service

A similar analysis of available data of Years of Service Completed by Gender, as of November 2022, found:

- Of Female employees the average years of service completed was 8.5 years with 35% of female employees in the 0-4 year range
- Of Male employees, the average years of service completed was 9.9 years with 40% in the 0-4 year range
- Of Other gender employees, there was only 1 employee, with less than 1 year of service
- Of the 0-4 years of service range, approximately 28% of employees were female

New Hires January through November 2022

The following data summarizes time to hire and the demographic profile of 34 benefit eligible new hires to the City of Roseville between January 2022 to December 2022. This data does not include seasonal new hires. As the City of Roseville works to improve the diversity of the workforce through ensuring considerations of equity and inclusion are integrated throughout the hiring process, efforts are also underway to shorten time to hire and improve the candidate experience. Some important data to highlight in the below charts are:

- While BIPOC candidates made up 32.2% of applicants, 11.7% of new hires were BIPOC.
- Of BIPOC candidates deemed eligible (qualified) for the roles of which they applied, 35% were referred for an interview.
- Based on applications received, fewer Black/African American and Asian candidates were hired compared to any other demographic group, of which only one Black/African American candidate was hired and zero Asian candidates hired as of November 2022.
- With 27.3% of applicants self-identifying as female, the female demographic accounted for 32.25% of new hires; hiring in 2022 was over 60% male

*Applied = Application received

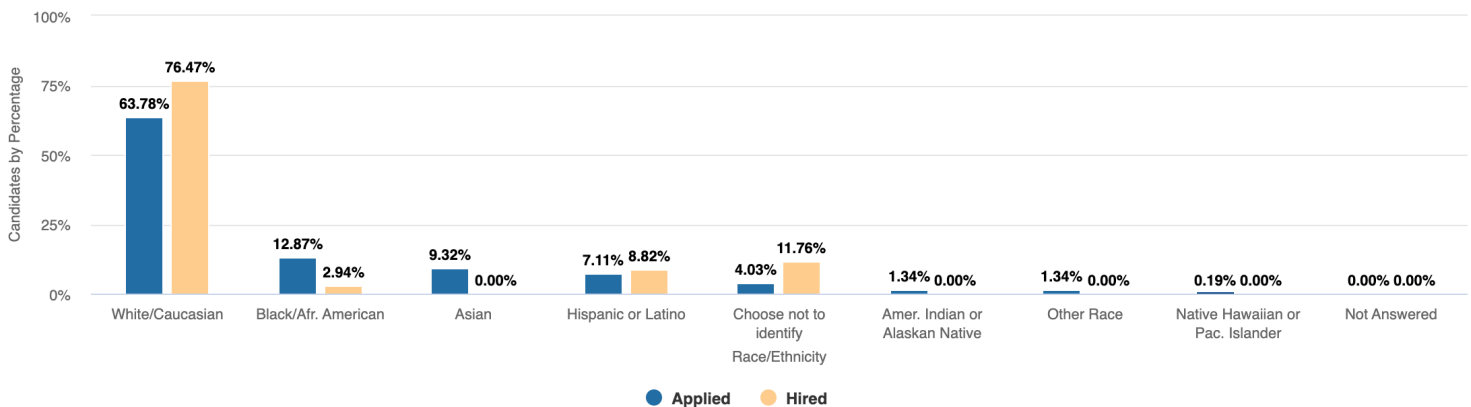
*Eligible = Meets minimum qualifications

*Referred = Referred to hiring manager for a first interview

*Offered = Letter of Offer provided to candidate

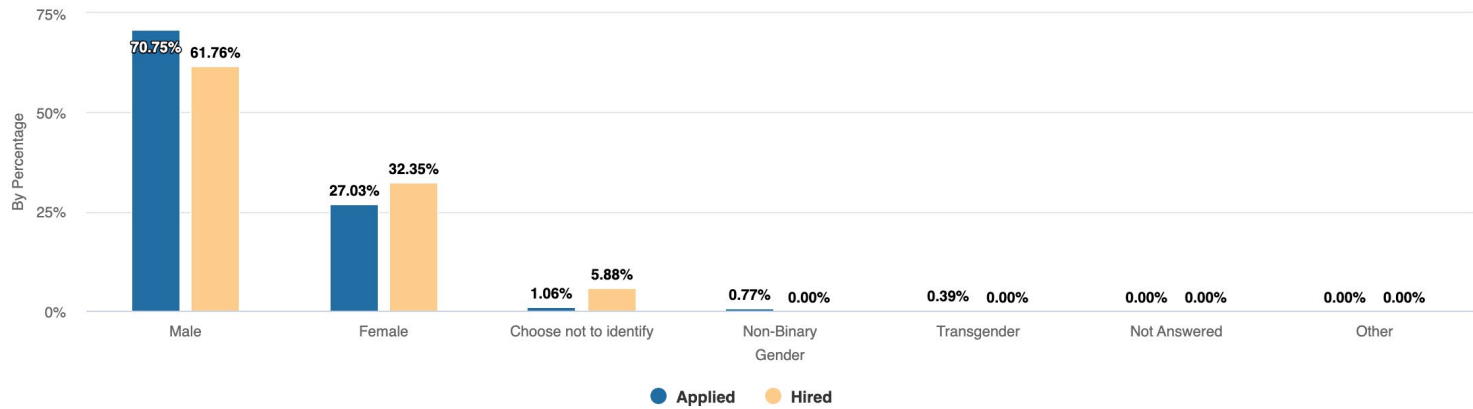
*Hired = Offer accepted and candidate hired

New Hires - Race/Ethnicity



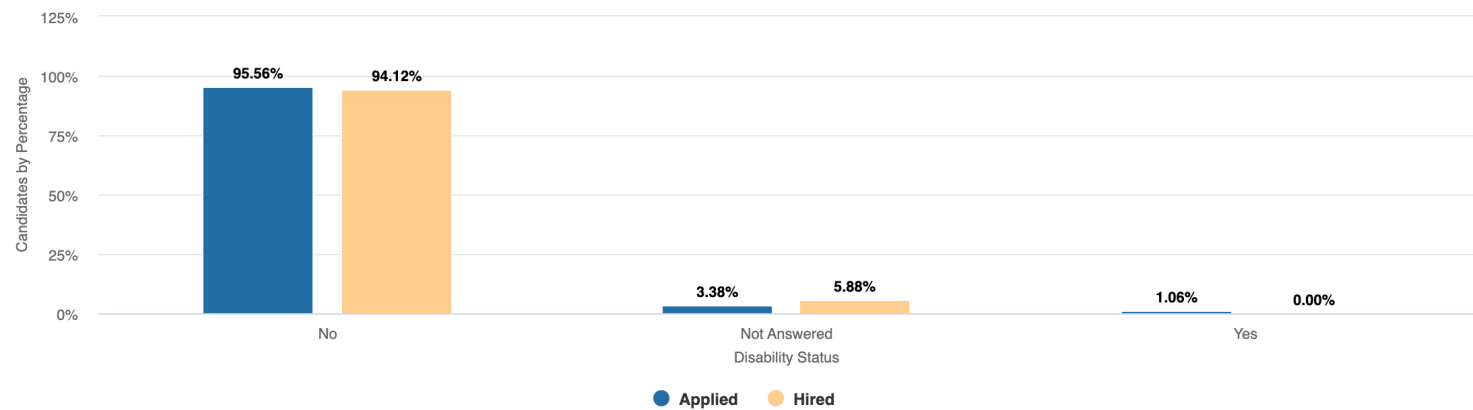
This self-identified data collected during the candidate application process was based on 34 benefit eligible new hires from January to December 2022.

New Hires - Gender

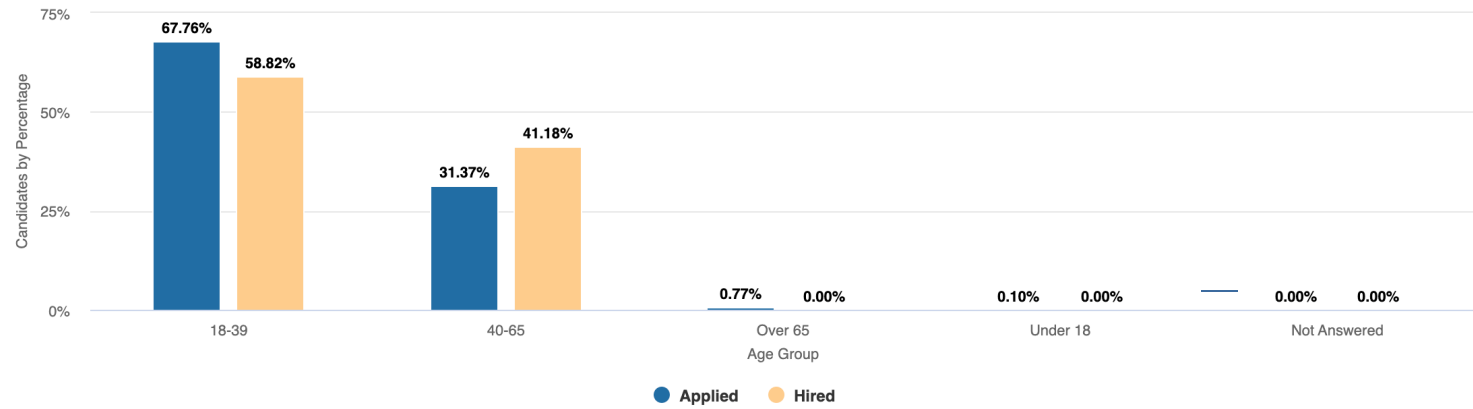


This self-identified data collected during the candidate application process was based on 34 benefit eligible new hires from January to December 2022.

New Hires - Sensory, Physical, Mental Disability Status

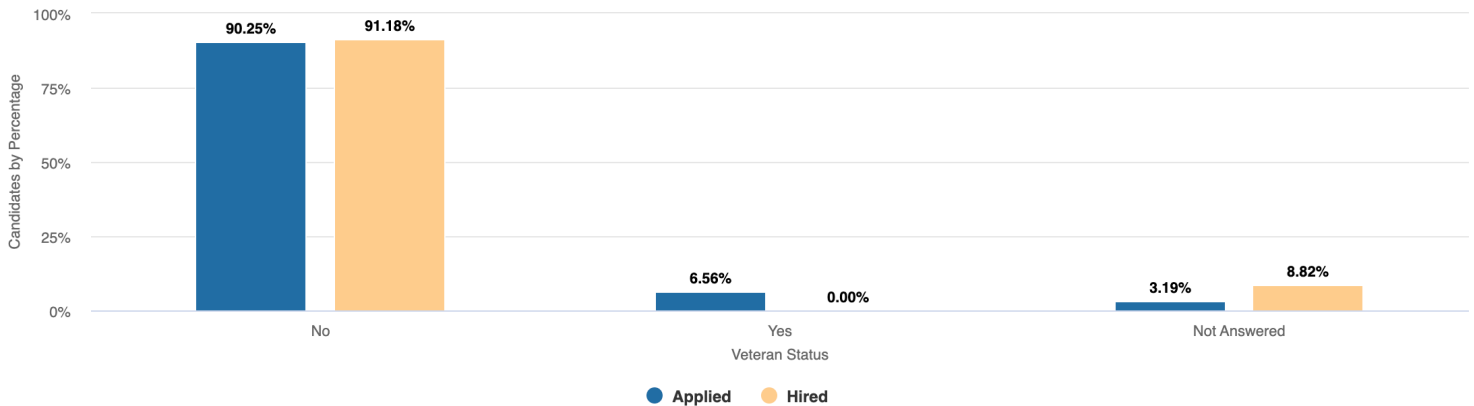


New Hires - Age Group



This self-identified data collected during the candidate application process was calculated based on 34 benefit eligible new hires from January to December 2022.

New Hires - Veteran Status



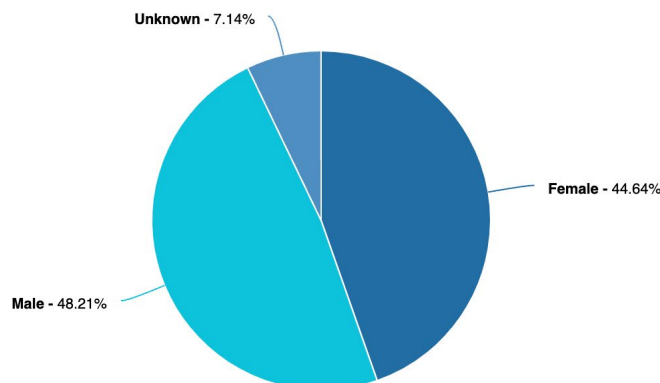
This self-identified data collected during the candidate application process was calculated based on 34 benefit eligible new hires from January to December 2022.

Seasonal

The City of Roseville annually hires approximately 200-250 seasonal employees, mostly youth and young adults, throughout the year, but primarily to assist with short-term summer and winter Parks and Recreation Department programming. The seasonal hiring process is an expedited process compared to year-round benefit eligible positions in the city. Seasonal staff generally complete an expedited application and a brief interview prior to hire and placement in a seasonal role. The collection of self-identified demographic data is currently optional and collected during the onboarding process for new hires. Continued efforts are underway to systematize the collection of seasonal demographic data for a larger and more representative sample.

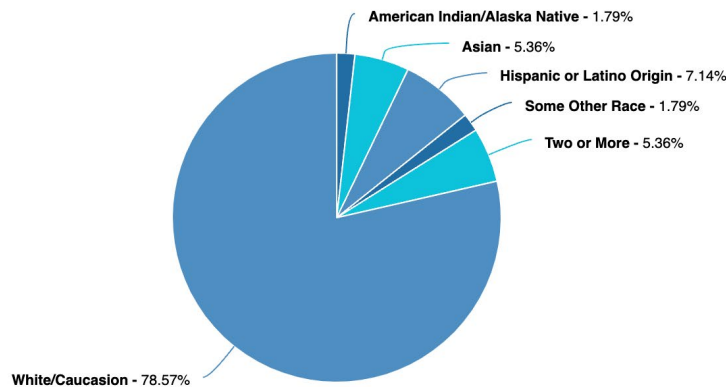
Data collected is summarized below.

Seasonals - Gender



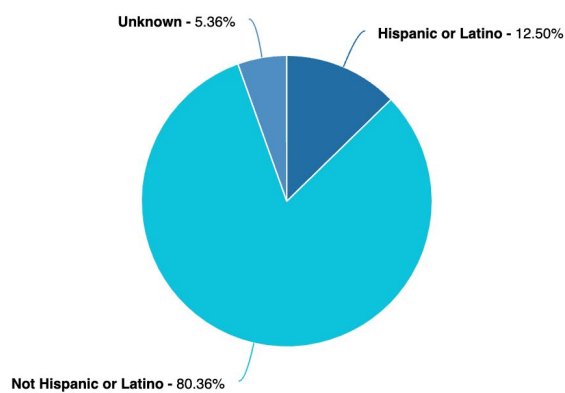
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Race



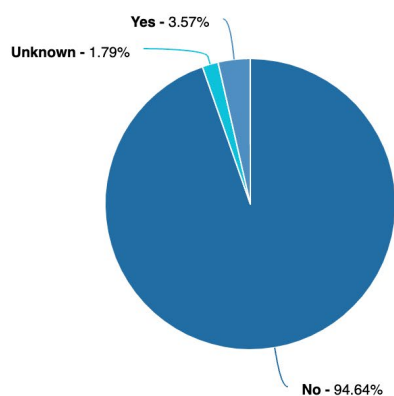
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Ethnicity



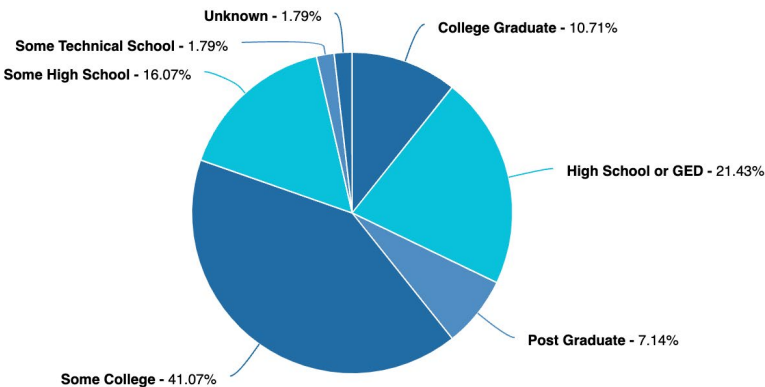
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Sensory, Physical, or Mental Disability Status



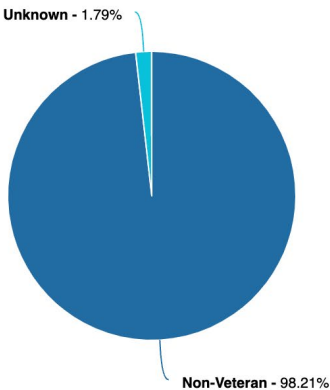
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Highest Education Completed



This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Veterans Status

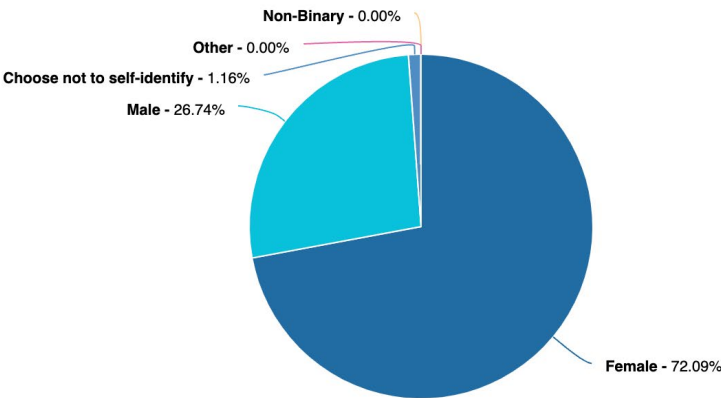


This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Volunteers

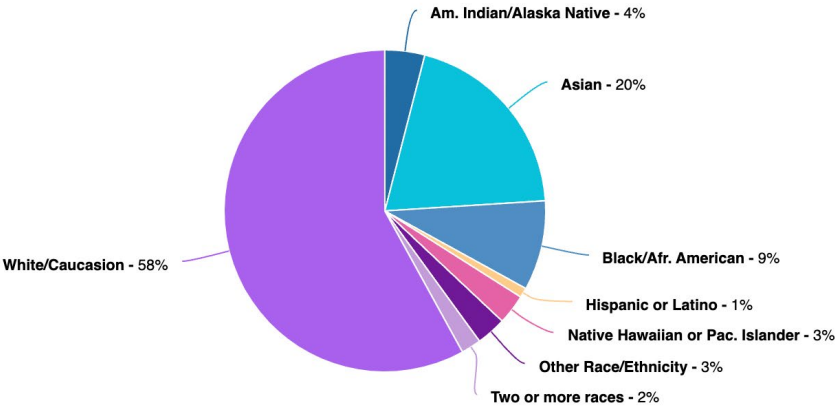
From January through December 2022, the City of Roseville had 2,118 active volunteers of which 667 recorded hours throughout 2022 totaling 6,812.50 hours of service. Volunteers ranged in age from 16 years old to 99 years old with an average age of 52 years old. Volunteers primarily assist the City in the operation, maintenance, upkeep of city programs and facilities – indoor/outdoor. Response to the demographic questionnaire provided on the volunteer application is optional to complete and all categories have an option to 'Choose not to self-identify'. Of those who responded to the demographic questionnaire on the volunteer application, the summarized data is below.

Volunteers - Gender



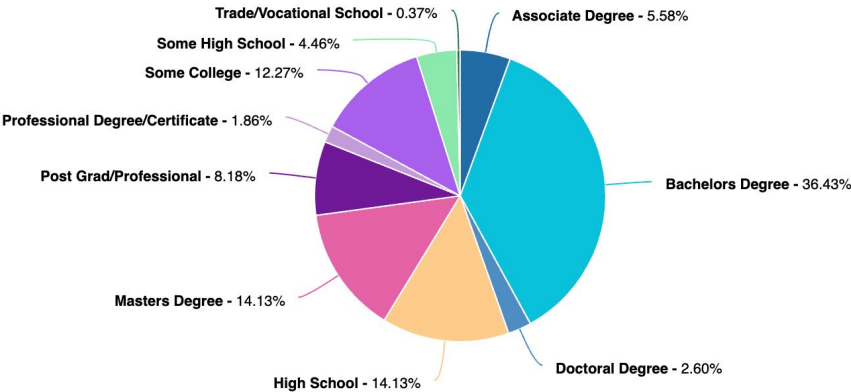
*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 86 responses.

Volunteers - Race



*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 100 responses.

Volunteers - Education Level Completed



*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 269 responses.

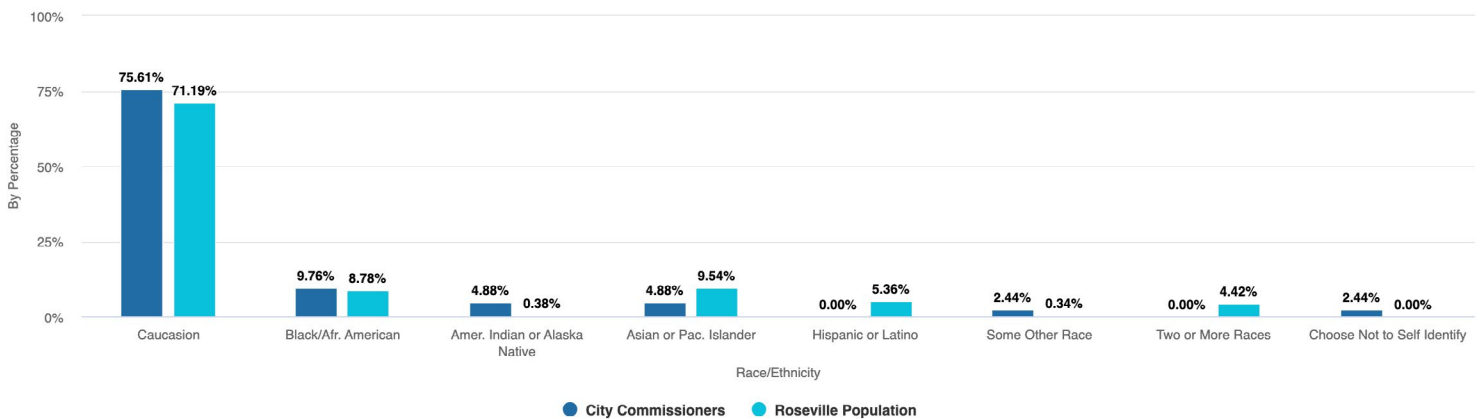
Commissions

City of Roseville Commissioners are volunteers who serve as advisory to the City Council and staff. There are currently 7 commissions, including an Ethics Commission, consisting of representation from each of the other commissions. Commissioners serve up to 3-year terms at a time. Commission candidates are appointed twice annually by the City Council in the Spring and Fall, based on available vacancies. It should be noted, as of 2021, commission demographic data is collected both on the initial application and collected comprehensively via a self-identified, optional survey annually. The next demographic survey is expected to be completed by commissioners Spring 2023. In addition to 43 commission spots held by adults, four commissions also have up to two additional youth commission positions that may be filled each year.

Some items note in the data below:

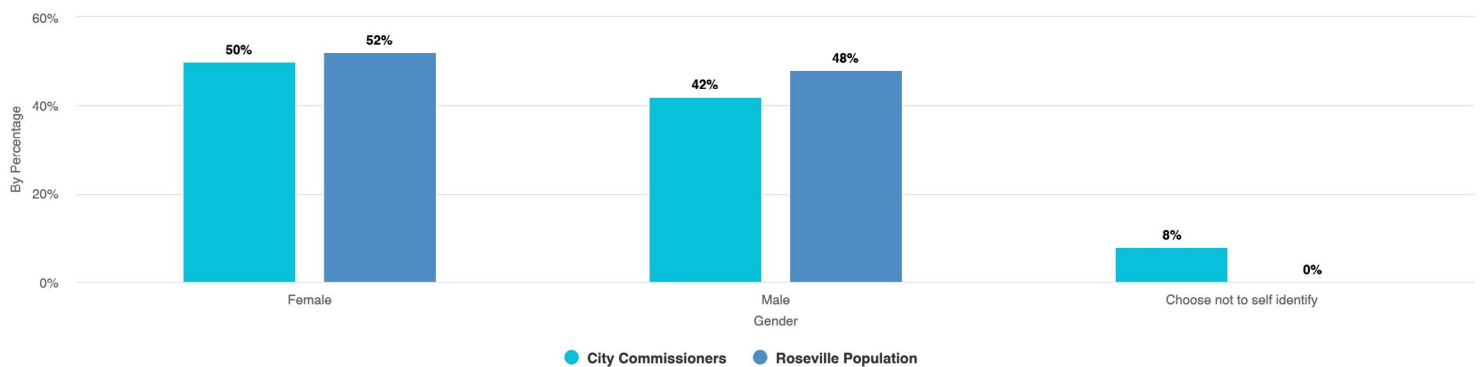
- While the racial and gender demographic data appears to be comparable between the Roseville population and city commissioners overall, an ongoing challenge is seeing this same diversity on each commission. Future data, will show the demographic breakdown of each commission separately.

Commissions - Race



Commissions - Gender

2022 Workforce - Commissioners - Gender



*This data was collected in Fall 2021 through an optional self-identified survey sent to all commissioners receiving 38 out of 43 possible responses.

Letter of Commitment from City Manager

The data presented in the City of Roseville, MN Workforce Report is an analysis of available workforce data tied to the work of our Strategic Racial Equity Action Plan (SREAP). Our equity goals are directly tied to the City's aspirational goals. Our workforce, whether staff or volunteers, are the foundation to the services we are able to offer the Roseville community. As the City continues to grow and increase in racial diversity, it is more important now than ever, to ensure we are attracting diverse voices, perspectives, and lived experiences to enhance the great work city staff and volunteers already accomplish every day.

The demographic data in this report are part of a larger story of the City of Roseville workforce. While overall, it appears we are making progress toward having a workforce representative of the community we are serving, the demographic data disaggregated by race, gender, and the other categories looks different at a department level. As we remain committed to a workforce that truly represents the diversity and lived experiences of everyone in the community, a number of SMART goals have been identified as areas to focus process improvement efforts. The SMART goals, also tied to our SREAP, incorporate both equity and efficiency to ensure our hiring process and time served within the organization is a favorable experience for all. The SMART goals described below are centered around training for hiring managers on process and implicit bias, the development of a hiring manager packet, the completion of a new onboarding system, and a compensation study.

Hiring Manager Training

It is important to have a shared understanding of the process hiring managers should follow across the organization as well as a shared understanding of the scope and responsibilities specific to hiring managers. As a new process and new tools are developed to assist hiring managers, this SMART goal prioritizes learning and awareness of best practices and the biases that can directly affect how candidates are recruited and evaluated.

Hiring Manager Packet

A packet of which hiring managers would complete prior to posting any job vacancy, would encourage all hiring managers to thoroughly think through the process, timeline, updating of the job description, necessary minimum requirements, and the candidate experience through the hiring process. This hiring packet would enable human resources to better assist hiring managers and standardize the way in which we recruit talent.

Onboarding Platform

Human Resources is implementing an onboarding platform, which is a solution to standardizing the way in which new information is communicated and collected from new hires. With the implementation of this new platform, training will need to be provided to hiring managers.

Compensation Study

The City of Roseville will be completing a compensation study with a third party throughout 2023, positioning the organization to best understand compensation of our current workforce, appropriate classification of roles, competition in the market for similar talent, and best practices in moving closer to equitable compensation, matching the culture of equity and inclusion we are striving toward. This study is an important step in the city's ability to change current job descriptions and hiring processes.

City administration has already begun to lay the foundation for future progress on equity goals. Support from both staff and community are critical to continuing forward. Stay up-to-date on equity progress at CityofRoseville.com/equity.

With regards,

Pat Trudgeon, City Manager

A handwritten signature in blue ink, appearing to read "Pat Trudgeon".

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.a

Department Approval

Michelle Littrick

City Manager Approval

Sam J. Truog

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	\$120,206.15
106015-106052	\$151,538.54
Total	\$271,744.69

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

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Joshua Kent - Assistant Finance Director
Attachments: A: Checks for Approval

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 03/01/2023 - 9:10AM
 Date Range: 02/22/2023 - 02/28/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 01 General Government				
0	DG Minnesota CS 2021, LLC	January Billings	02/22/2023	45.98
0	Fikes, Inc.	Restroom Supplies	02/22/2023	407.60
0	McGough Property Management, LLC	Management Fee	02/22/2023	3,612.40
0	Xcel Energy	Xcel Billings	02/22/2023	17,751.94
0	Yale Mechanical	Labor - City Hall	02/22/2023	948.00
106017	Anchor Solar Investments, LLC	Solar Leasing	02/22/2023	1,660.88
106031	Hildi, Inc	Actuarial Disclosures under GASB 75	02/22/2023	800.00
106038	Northeast Youth & Family Serv.	2023 Service Contract	02/22/2023	103,422.55
106045	Roseville Area High School	Latino Club Fundraiser	02/22/2023	250.00
Total for Department: 01 General Government				128,899.35
Department: 02 Public Safety				
0	Alex Air Apparatus, Inc.	Compressor Air Quality Test	02/22/2023	1,114.44
0	Emergency Automotive Tech Inc	Lights	02/22/2023	796.93
0	Fikes, Inc.	Automatic Towel Dispenser	02/22/2023	39.00
0	Streicher's	Patrol Uniform	02/22/2023	465.95
106017	Anchor Solar Investments, LLC	Solar Leasing	02/22/2023	357.68
106022	Comcast	Business Services 2/18-3/17/23	02/22/2023	111.65
106023	DataWorks Plus. LLC	Evolution Fingerprint Reader	02/22/2023	470.00
106030	Grainger Inc	Latch Pawl, Roller Guide	02/22/2023	255.43
106044	River Pines Glass, LLC	Glass Repair	02/22/2023	1,025.00
106049	Twin Cities Transport & Recovery	Tow Charge x2	02/22/2023	400.00
106051	Verizon	Account #542259159-00001	02/22/2023	2,821.51
Total for Department: 02 Public Safety				7,857.59
Department: 03 Public Works				
0	CCP Industries Inc	Wipes	02/22/2023	221.45
0	Corporate Connection, Inc.	Clothing	02/22/2023	1,522.53
0	Factory Motor Parts, Co.	Oil Seal	02/22/2023	548.50
0	Force America Distributing	Cables, mount, splitter	02/22/2023	433.03
0	Mansfield Oil Company of Gainsville,	Fuel	02/22/2023	24,516.87
0	McMaster-Carr	Screws	02/22/2023	102.59
0	Midway Ford Co.	Cover/Bracket	02/22/2023	61.91
0	Premium Waters Inc	Coffee	02/22/2023	154.52
0	Xcel Energy	Xcel Billings	02/22/2023	14,547.15
106020	Cintas Corporation	Clothing	02/22/2023	39.64
106026	Frontier Precision, Inc.	Labor	02/22/2023	810.00
106027	Gary Carlson Equipment, Corp.	Karcher Nozzle Pack, Lacrosse Typho	02/22/2023	77.17
106029	Goodyear Tire & Rubber Company	Vehicle 946136 MN	02/22/2023	1,083.59
106030	Grainger Inc	Condensate Separator	02/22/2023	266.97
106034	Lano Equipment, Inc.	Cap/Pipe	02/22/2023	300.57
106035	Little Falls Machine, Inc	Elevator bolt, rubber buffer stop, top-l	02/22/2023	97.02
106042	Ramsey County	Services Provided 7/1 - 12/31/22	02/22/2023	1,150.29
106048	Titan Machinery	Install Handle	02/22/2023	2,918.02
Total for Department: 03 Public Works				48,851.82

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Total for Fund:100 General Fund				185,608.76

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 109 Information Technology				
Department: 01 General Government				
106046	South Dakota Umemployment Insuranc	SD Unemployment Late Filing	02/22/2023	25.00
Total for Department: 01 General Government				25.00
Total for Fund:109 Information Technology				25.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 01 General Government				
106051	Verizon	Account #542259159-00001	02/22/2023	87.70
Total for Department: 01 General Government				87.70
Total for Fund:110 Telecommunications				87.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 04 Recreation				
0	Corporate Connection, Inc.	Clothing	02/22/2023	119.95
0	DG Minnesota CS 2021, LLC	January Billings	02/22/2023	0.90
0	Willie McCray	Feb 15 - 19 Games Officials & Scorek	02/22/2023	1,387.00
0	Xcel Energy	Xcel Billings	02/22/2023	1,228.21
106016	AARP	8 Hr Instruction. Course ID AARP-C1	02/22/2023	225.00
106021	The Cleaning Authority, Inc.	January Monthly Cleaning	02/22/2023	3,855.60
106028	Jan Gerth	Program Materials	02/22/2023	19.00
106032	House of Print	Summer P&R Brochure	02/22/2023	7,260.20
Total for Department: 04 Recreation				14,095.86
Total for Fund:200 Recreation Fund				14,095.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 04 Recreation				
0	Corporate Connection, Inc.	Clothing	02/22/2023	554.20
0	Ian Dolan	Union Uniform	02/22/2023	238.78
106039	On Site Companie-OSSTC	Portables	02/22/2023	805.00
Total for Department: 04 Recreation				1,597.98
Total for Fund:204 P & R Contract Maintenance				1,597.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
106040	Ovation Homes LLC	Construction Deposit Refund - 261 Mc	02/22/2023	1,000.00
Total for Department: 00 General Function				1,000.00
Total for Fund:260 Community Development				1,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 01 General Government				
0	Fikes, Inc.	Restroom Supplies	02/22/2023	101.90
0	McGough Property Management, LLC	Management Fee	02/22/2023	492.60
0	SHI International Corp	WorkForce document scanner	02/22/2023	951.11
0	Xcel Energy	Xcel Billings	02/22/2023	1,258.97
106018	CDW Government, Inc.	Panasonic Color Scan	02/22/2023	663.00
106025	Doug's Roofing Inc	Ice Dam Removal	02/22/2023	2,500.00
Total for Department: 01 General Government				5,967.58
Total for Fund:265 License Center				5,967.58

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 02 Public Safety				
106051	Verizon	Account #542259159-00001	02/22/2023	50.75
Total for Department: 02 Public Safety				50.75
Total for Fund:290 Police Forfeiture Fund				50.75

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
106047	St. Paul Linoleum and Carpet Co, Inc.	Furnish & Install Materials	02/22/2023	7,250.00
Total for Department: 01 General Government				7,250.00
Total for Fund:410 Building Improvements				7,250.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Boulevard Landscaping				
Department: 03 Public Works				
106034	Lano Equipment, Inc.	Bobcat Rental	02/22/2023	1,200.00
Total for Department: 03 Public Works				1,200.00
Total for Fund:417 Boulevard Landscaping				1,200.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 05 Sanitary Sewer				
0	Corporate Connection, Inc.	Safety Jackets	02/22/2023	647.55
0	InfoSend, Inc.	December Billings	02/22/2023	1,821.97
0	Xcel Energy	Xcel Billings	02/22/2023	1,266.57
106015	2277 Roseville West, LLC	PW Storage - March 2023 Lease	02/22/2023	1,671.77
Total for Department: 05 Sanitary Sewer				5,407.86
Total for Fund:600 Sanitary Sewer				5,407.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
106024	JIM DeBENEDET	Refund Check 005934-000, 808 MILI	02/22/2023	58.61
106033	LYLE HUIRAS	Refund Check 008660-000, 2533 SNI	02/22/2023	43.79
106037	JEFF NELSON	Refund Check 023967-000, 2121 ALI	02/22/2023	108.10
Total for Department: 00 General Function				210.50
Department: 06 Water Fund				
0	Corporate Connection, Inc.	Clothing	02/22/2023	1,185.63
0	InfoSend, Inc.	December Billings	02/22/2023	1,821.94
0	Xcel Energy	Xcel Billings	02/22/2023	5,690.64
106015	2277 Roseville West, LLC	PW Storage - March 2023 Lease	02/22/2023	1,671.77
106019	Cemstone Products Co, Inc.	Diesel fuel	02/22/2023	1,242.50
106041	Railroad Management Co. III, LLC	License Fee	02/22/2023	689.34
106050	Twin City Water Clinic, Inc.	Jan Distribution Samples	02/22/2023	680.00
Total for Department: 06 Water Fund				12,981.82
Total for Fund:610 Water Fund				13,192.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 07 Golf Course				
106052	MN Dept of Public Safety	City of Roseville, Cedarholm Golf Co	02/22/2023	20.00
Total for Department: 07 Golf Course				20.00
Total for Fund:620 Golf Course				20.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 08 Storm Water				
0	Corporate Connection, Inc.	Clothing	02/22/2023	925.50
0	InfoSend, Inc.	January Billings	02/22/2023	1,821.94
106015	2277 Roseville West, LLC	PW Storage - March 2023 Lease	02/22/2023	1,671.77
106041	Railroad Management Co. III, LLC	License Fee	02/22/2023	344.67
106043	Regents of the University of MN	Compost Analysis	02/22/2023	77.00
Total for Department: 08 Storm Water				4,840.88
Total for Fund:640 Storm Drainage				4,840.88

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 723 HRA Operating Fund				
Department: 00 General Function				
0	Center for Energy and Environment	Senior Deferred	02/22/2023	25,000.00
Total for Department: 00 General Function				25,000.00
Total for Fund:723 HRA Operating Fund				25,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Center for Energy and Environment	Admin Fees	02/22/2023	6,400.00
Total for Department: 00				6,400.00
Total for Fund:725 EDA Operating Fund				6,400.00

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.b

Department Approval



City Manager Approval



Item Description: Approve 1 Temporary Liquor License, and 1 Tetrahydrocannabinol (THC) License

BACKGROUND

Chapter 3 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 Liquor License

Bent Brewstillery
1744 Terrace Dr
Roseville, MN 55113

Bent Brewstillery will be hosting a Crawfish Boil Event on May 27, 2023. This is their third event in 2023, their total number of days is 3 out of the limit of 12 for the calendar year.

Tetrahydrocannabinol (THC) Products License

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

Blume Brauhaus, LLC dba Bent Brewstillery have submitted application materials for a Tetrahydrocannabinol (THC) License. Chapter 316 of the City Code permits a maximum of 8 Tetrahydrocannabinol Products Licenses within the city. If both are approved, the total number of THC licenses issued will be 5.

POLICY OBJECTIVE

Required by City Code

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

NA

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s), subject to successful background investigation(s).

35 **REQUESTED COUNCIL ACTION**

36 Motion to approve the Temporary Liquor License for Bent Brewstillery and the THC License for Blume
37 Brauhaus, LLC dba Bent Brewstillery subject to a successful background investigation.

38

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A: Application- Bent Brewstillery – Temporary Liquor

B: Application- Blume Brauhaus, LLC dba Bent Brewstillery - Retail THC license



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
Bent Brewstillery		Jun 11, 2011	45-2650832
Address	City	State	Zip Code
1744 Terrace Dr	Roseville	Minnesota	55113
Name of person making application		Business phone	Home phone
Bartley Blume		651-233-3843	
Date(s) of event	Type of organization		
5/27/23	☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name	City	State	Zip Code
Bartley Blume	Roseville	Minnesota	55113
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.

Crawfish Boil. *parking lot at Bent, 1744 Terrace Dr.*

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Insurance Company

Aggregate Limit \$2,000,000

Each Common \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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

Tetrahydrocannabinol (THC) Retail Application

Business Name Blume Brauhaus, LLC dba Bent Brewstillery
Business Address 1744 Terrace Dr
Business Phone 651-233-3843
Email Address bartley@bentbrewstillery.com

Business Owner:

Name Bartley R Blume
Address [REDACTED]
Phone [REDACTED]
Email bartley@bentbrewstillery.com

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

Name _____
Address _____
Phone _____
Email _____

I hereby apply for the following license beginning 2/22/23, and ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
*Tetrahydrocannabinol (THC) Retailer	\$300.00
Background Investigation Fee (first time applicant)	\$300.00

*Tetrahydrocannabinol (THC) Retail Establishment is defined as an establishment which:

- a. Prohibits persons under 21 years of age from entering the establishment at all times.
- b. Posts conspicuous written notice of such age retraction at all entrances to the establishment.
- c. Meets all of the following building or structural criteria:
 - i. Shares no wall with, and has no part of their structure adjoined to any other business or retailer, unless the wall is permanent, completely opaque, and without doors, windows, and pass-throughs to the other business or retailer; and
 - ii. Is accessible by the public only by an exterior door.

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

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

Signature	<u>Bartley R Blume</u>	Digitally signed by Bartley R Blume Date: 2023.02.22 18:54:34 -06'00'
Date	<u>02/22/23</u>	

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.c

Department Approval

Michelle Dietrick

City Manager Approval

Sam F. Truog

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 A-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 A-2*.

POLICY OBJECTIVE

Required under City Code 103.05.

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

Prepared by: Joshua Kent, Assistant Finance Director
Attachments: A1: Over \$10,000 Items for Purchase or Sale/Trade-in

A2: CIP Project/Initiative summary (if applicable)

Attachment A-1

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Public Works (Engineering)	Baun Built Corporation	Installation of permanent wall between City staff and Metro-INET	(a)	\$ 350,000	\$ 19,000	2023 CIP
Parks & Recreation	Midwest Groundcover LLC	Playground Safety Mulch	(b)	\$ 200,000	\$ 20,000	2023 CIP
			(c)			
			(d)			
			(e)			

Key

- (a) In 2014, the Engineering Department was expanded slightly into the old fire admin offices to create more office space. When that project was done, only a cubical wall was installed between the Engineering Department and Metro-INET. The City's building maintenance manager sent quotes out and received the a low quote from Baun Built Corporation of \$19,000, which is the same contractor that performed some the other City Hall remodels last year.

- (b) This is for replenishing Engineered Wood Fiber in the playground containers. This is a scheduled mid level maintenance item that must be done periodically to meet playground safety and accessibility standards and comes out of the Parks Improvement Plan CIP.



Public Works Department

Memo

To: Michelle Pietrick, Finance Director
From: Jesse Freihammer, Public Works Director
Date: March 1, 2023
Re: Engineering Department Wall

In 2014, the Engineering Department was expanded slightly into the old fire admin offices to create more office space. When that project was done, only a cubicle wall was installed between the engineering expansion and the IT department. With the split of Metro-Inet from the City, staff feels that this is a good time to complete the remodel and install permanent separation. The new wall will provide better sound attenuation between the departments and will create additional work space by eliminating the door between the departments.

The City's building maintenance manager sent quotes out and received the following low quote. It is the same contractor who performed some of the other City Hall remodels last year.

- Baun Built Corporation – \$19,000
- This would be funded from the following:
 - \$27,805.00 - Workstation Replacement - City Hall line item in 2022 Facilities CIP-410-01-64-00-0000-42-453000
 - There was a \$350,000 budget and still has budget remaining that will cover this cost.

2023 Capital Improvement Plan

Project/Initiative Summary

Department/Division:	Park Improvements
Project/Initiative Title:	General PIP Items
Total Estimated Cost:	\$200,000
Funding Source:	Park Improvement Program Fund (<i>property tax</i>)
Annual Operating Budget Impact:	[Enter amount here (if applicable)]

Project/Initiative Description:

The Park Improvement Program (PIP) is designed for and includes mid range budget items that can be more timely scheduled (with some flexibility from year to year) and planned for but need to be more closely prioritized than daily maintenance items that are more definite. These projects include safety items that require scheduled mid level maintenance (play surface, field upgrades), items that aid in maintenance efficiencies (landscaping, mulch), and items that help to maintain park system facilities up to expected standards (amenities, sign maintenance, court color coating, landscape work, tree plantings). This account is currently managed as a CIP account allowing staff to be more strategic with projects and budgeting from year to year and maximizing outside contributions.

This specific PO is for replenishing Engineered Wood Fiber in playground containers. This must be done periodically to meet playground safety and accessibility standards.

Location:

Parks and Recreation System

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023

Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Authorize Planning and Design Services for a New Park at 2381 Co. Road B. W

BACKGROUND

The Parks and Recreation System Master Plan identifies the provision of additional parks and recreation services in Southwest Roseville as a strategic priority. In 2022 the city acquired a 0.80 parcel at 2381 County Road B. West via a combination of Park Dedication from an adjacent development and purchase.

Included as an Attachment in your packet is a Standard Professional Services Agreement with LHB to lead the planning, concept design and community engagement, in coordination with staff, for of the new park.

LHB has consulted the City on a number of successful park development projects in recent years including Midland Gardens Park, Unity Park and much of the Parks Renewal Program. LHB was the lead consultant on the most recent Master Plan update and was involved with the community discussions in SW Roseville as part of that process.

This process will seek to obtain the International Association of Public Participation (IAP2) level of *collaborate*: to partner with the public in each aspect of the decision including the development of alternatives and identification of a preferred solution.

At the conclusion of the engagement process, the preferred concept and proposed budget will be presented to the City Council.

POLICY OBJECTIVE

The attached agreement is consistent with the City's commitment to strategically engage residents in decision making process and the community aspiration of a physically and mentally active and healthy community.

BUDGET IMPLICATIONS

The Professional Services Agreement is for costs not to exceed \$28,500 and \$400 in reimbursable expenses. These costs will be paid for using Park Dedication Funds.

RACIAL EQUITY IMPACT SUMMARY

The neighborhood in which this park will be located is one of the few remaining areas in Roseville where residents do not have a park within a 10 minute walk, an important metric that the Trust for

32 Public Land uses to measure health equity within a community. Studies show that close-to-home
33 park access is essential for community wellbeing by encouraging physical activity, fostering a
34 connection to nature, bringing neighborhoods together and contributing to climate resilience.

35 In accordance with the IAP2 best practices, the engagement process will intentionally seek to engage
36 historically underrepresented populations by targeting the multifamily housing in the neighborhood,
37 and offering multiple opportunities to provide feedback.

38 **STAFF RECOMMENDATION**
39 Based on the community involvement process, the policy of providing public input on projects, and
40 the need and desire to add a park in Southwest Roseville, staff recommends that the City enter into
41 an agreement with LHB for design services as outlined.

42 **REQUESTED COUNCIL ACTION**
43 Authorize the Mayor and City Manager to enter into a Professional Services Agreement with LHB
44 for design services as referenced for an amount not to exceed \$28,900 for a new park at 2381 Co.
45 Road B. W. to be paid for with Park Dedication Funds.

Prepared by: Matt Johnson. Parks and Recreation Director
Attachments: A: Standard Professional Services Agreement with LHB Incorporated for Planning, and Design
Services

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 6 day of March, 2023, between the City of Roseville, a municipal corporation (hereinafter “City”), and LHB Incorporated (hereinafter “Consultant”).

Preliminary Statement

The City has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from contract execution, through December 31, 2023, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, Consultant will also charge for reasonable out-of-pocket expenses such as reproductions, delivery services, long-distance telephone charges, and similar, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4 *City Representative and Special Requirements:*

- A. Jim Taylor, Parks Superintendent shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
- B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. *Method of Payment.* The Consultant shall submit to the City, on a monthly basis, an itemized written invoice for Work performed under this Agreement. Fees shall be paid within 30 days following receipt of a monthly invoice for services performed on an as-needed basis. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the

Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.

- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. **Project Manager and Staffing.** The Consultant has designated Lydia Major, Landscape Architect (“Project Contacts”) to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
8. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City’s prior written approval. Any such information must be in writing and clearly identified as “confidential.” The Contractor’s confidentiality obligation will not apply to information that: (i) is in the public domain; (ii) is known by the Contractor at the time of its receipt from the City; (iii) is developed independently by the Contractor; or (iv) is received from others. The obligations of confidentiality do not apply to information required to be disclosed in defense or assertion of any claim against or by the Contractor other otherwise by legal process or requirement. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the

termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.

10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. If subcontracts are approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.

17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City, and its mayor, councilmembers, officers, and employees harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by any negligent or wrongful act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work.

18. Insurance.

- A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

- B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,500,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

- D. During the entire term of this Agreement, and for 3 years after substantial completion, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability caused by the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by any negligent act, error or omission of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 - (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
 - (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
 - (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
 - (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise

Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** Provided the Consultant has been paid in accordance with the terms of this Agreement, all plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate at its sole risk.
20. **Annual Review.** Prior to December of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
21. **Conflicts.** No salaried officer or employee of the City and no member of the 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.
22. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
25. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City:	City of Roseville
	Roseville City Hall
	2660 Civic Center Drive
	Roseville, MN 55113
	Attn: City Manager

If to Consultant:

Attn: _____

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. ***Entire Agreement.*** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement:

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

(NAME OF CONSULTANT)

By: _____

Its: _____

EXHIBIT A

WORK

The Consultant shall perform the following Work as outlined in the attached proposal.

- Conceptual Design Public Meeting will involve exploring two (2) or three (3) potential directions for the park program and design directions. It is intended to spark dialog with several options and preliminary solutions for the issues and ideas raised at meeting one, but to still offer a preliminary, “sketchy” stage of the process to invite further revision and discussion. We anticipate working with a playground vendor who will also present playground options at this meeting.

The City will provide the following:

- Schedule, location, and notification for two (2) meetings
- Materials and graphics from related planning process for use in developing meeting materials
- Attendance and participation in two (2) meetings

Meetings and deliverables will include:

- Two (2) preparatory team meetings (one in advance of each meeting, concurrent with design review, as described below)
- Meeting agendas and materials (presentations, boards, exercises, etc.)
- Meeting notes/summaries

■ **Create a park concept design**

LHB will develop two (2) or three (3) concepts for the site, exploring different programs and design elements, based on the work done during this master planning processes in 2008 and 2012 and the results of the first community meeting. These concepts are specifically intended for use at the second public meeting and will be developed to the degree needed to help the public understand the site’s potential. We will also engage with a vendor to develop options for playground equipment and surfacing.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design).

Meetings and deliverables will include:

- One (1) meeting with staff to review and refine concepts (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - Plans and sections illustrating key features and relationships
 - Precedent imagery to illustrate concepts and programmatic elements
 - A brief narrative/bullet points describing the three concepts’ program and design elements

■ **Preferred Concept Design**

LHB will refine a preferred concept for the site, based on feedback received at the second public meeting and from City Staff. This concept is specifically intended for use at the final presentations and will be developed to the degree needed to help decision makers and the public understand the preferred direction for the park, as well as to assist City Staff in decision making in advance of starting construction documents.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One (1) meeting with staff to review and refine preferred concept (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - Plans and sections illustrating key features and relationships
 - Precedent imagery to illustrate concepts and programmatic elements
 - Two (2) illustrative perspective renderings intended to evoke a sense of place
 - A brief narrative/bullet points describing the concept's program and design elements
 - Concept design-level construction cost estimate (primarily for City Staff's use) in Microsoft Excel format, including approximate quantities and unit costs in 2023 dollars

■ **Provide final materials and reports to staff for presentation to the Parks and Recreation Commission and the City Council**

LHB will provide staff with materials to present to the Commission and Council including a summary overview and memo-style report describing the process, preferred concept design (in narrative and plan form), and cost information developed in the steps above. The report and presentation will be formatted to be compatible as an appendix or supplement to Roseville's Park and Recreation Master Plan, though they will also work as a standalone memo describing this process and outcomes. Staff will conduct these presentations.

The City will provide the following:

- Staff will conduct the presentations.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- Presentation materials for one (1) regularly scheduled Commission meeting and one (1) regularly scheduled Council meeting

Exclusions

1. Public, agency, focus group, or stakeholder meetings beyond those described above are excluded.
2. If other public meetings or other stakeholder engagement are required, LHB will work with you to determine a fee before beginning this work to provide a more accurate estimate, based on the type of meeting and level of staff involvement anticipated.
3. Construction documents and specifications are excluded. If the project proceeds towards bidding and construction as anticipated, LHB will work with you to determine a fee before beginning this work, based on the concept design, construction cost estimate, and other information available at that time.

Schedule

Public meetings will occur between April 2023 and August 2023. If the project proceeds to bidding and construction, the schedule for that will be determined in advance of beginning the work.

Proposed Fee

LHB proposes an hourly not to exceed fee of Twenty-eight Thousand Five Hundred Dollars (\$28,500) excluding reimbursable expenses. Reimbursable expenses, including document reproduction, postage, and mileage, are in addition to Compensation and shall not exceed Four Hundred Dollars (\$400) without prior approval.

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact Lydia at 612.752.6956 if you have any questions.

LHB, INC.



LYDIA MAJOR, PROJECT MANAGER



MICHAEL A. FISCHER, PRINCIPAL

LHB Project No. 230076

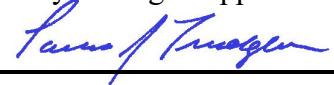
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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.e

Department Approval

City Manager Approval



Item Description: Approve Entering into a Memorandum of Agreement with Metro-INET Joint Powers Authority to provide internet services to the Ramsey County Library System on behalf of the City of Roseville

BACKGROUND

Metro-INET became a separate IT joint powers authority in 2021. Previously, Metro-INET was part of the City of Roseville and provided IT services to 43 other local government agencies.

Metro-INET has provided internet services to the Ramsey County Library System (RCLS) for many years. As part of that arrangement, the City of Roseville entered directly into a contract with RCLS for the internet services. The current contract goes through June 30, 2023. As the City no longer directly controls Metro-INET and therefore cannot directly provide internet services to RCLS, an agreement between the City and Metro-INET is necessary to allow for the City to continue to invoice and collect fees from RCLS and transmit those fees to Metro-INET for a small service charge.

Additionally, the funding from the federal government that RCLS receives to provide internet service requires payment be made to a recognized local government unit. Currently, Metro-INET is not recognized as local governmental unit by the funding agency. Metro-INET is working on getting recognized as a local governmental unit, but it will take some time to receive formal recognition. As a result, the agreement between the City and Metro-INET will remain in place until June 30, 2024 to allow for continued internet service to RCLS. After June 30, 2024, Metro-INET will have a direct contract with RCLS to provide internet services.

POLICY OBJECTIVE

Roseville has long valued shared partnerships with other local government entities and the private sector to provide cost-effective and efficient services to the community. Since its creation, Metro I-Net has been a model of partnership of providing local government IT services in the Twin Cities metro. Entering into the proposed agreement allow for the Ramsey County Library System to continue to receive internet services from Metro-INET

BUDGET IMPLICATIONS

The City will receive a minimal revenue of \$180 for administering this contract.

RACIAL EQUITY IMPACT SUMMARY

According to census data, about 10 percent of Black and Hispanic Americans and 13 percent of American Indians and Alaska Native have no internet subscriptions at home compared to 6% of White households. ¹ The use of libraries has been long utilized to partially address the “digital divide” faced by many. Through the Telecommunications Act of 1996, libraries are able to receive

discounted “E-rate” and provide internet to public for free.² Entering into the Memorandum of Agreement with Metro-INET will allow for the Ramsey County Library System to access the “E-rate” program.

STAFF RECOMMENDATION

Staff recommends the City Council approve entering into the Memorandum of Understanding with Metro-INET.

REQUESTED COUNCIL ACTION

Motion to approve entering into the Memorandum of Understanding with Metro-INET.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachment: A: Memorandum of Agreement

¹ [Affordable Broadband Service is a Racial Equity and Public Health Priority during Covid-19](#); The Leadership Conference on Civil and Human Rights website.

² [Libraries Evolve to Bridge Digital Divide](#); Morgridge College of Education Online, University of Denver.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between the City of Roseville, a Minnesota municipal corporation and located at 2660 Civic Center Drive, Roseville, MN 55113 (the “City”), and the North East Metropolitan Area Municipal Internetworking Collaborative, a Minnesota joint powers organization located at 2660 Civic Center Drive, Roseville, MN 55113 (“Metro-INET”). The City and Metro-INET may collectively be referred to as the “parties” or individually as a “party”.

RECITALS

- A. The City entered into an agreement with the Ramsey County Library System (“RCLS”) to provide internet transport/connectivity (“IT”) services to RCLS, with the term of the agreement from July 1, 2022 to June 30, 2023.
- B. Subsequent to the creation of, and the City’s membership in, Metro-INET, the City’s provision of IT services transferred to Metro-INET, including the recent transition of the City’s IT services to employment with Metro-INET, and the City will no longer be providing IT services to RCLS.
- C. The City and Metro-INET desire to enter into an agreement that Metro-INET will provide IT services to RCLS, the City shall continue to invoice and collect certain fees from RCLS for the provision of those IT services, and the City shall transmit those fees to Metro-INET from January 1, 2023 through June 30, 2024.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties do hereby agree as follows:

1. Term and Termination. The term of this Agreement shall begin on the Effective Date and end on June 30, 2024. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) either party, for any reason or no reason at all, upon providing 30 days’ written notice to the party.
2. Invoice and Payment. The City agrees that it shall continue to timely invoice and collect \$1,000 per month from RCLS.
3. Reimbursement. Within 30 days after receiving RCLS’s payment, the City shall transmit to Metro-INET the monthly payment it collects from RCLS, less a processing fee in the amount of \$15 per month.
4. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or via email to the following email addresses:

- a. As to the City: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Patrick Trudgeon
Email: pat.trudgeon@cityofroseville.com
- b. As to Metro-INET: Metro-INET
2660 Civic Center Drive
Roseville, MN 55113
Attn: Holly LaRochelle
Email: Holly.LaRochelle@metro-inet.us

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

CITY OF ROSEVILLE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

METRO-INET:

By: _____

Name: _____

Its: _____

By: _____

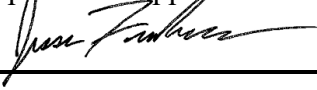
Name: _____

Its: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Long Lake Lift Station Easement Agreements

BACKGROUND

As part of the 2023 sanitary sewer capital improvement plan, the Long Lake Lift station location on Long Lake Road, south of County Road D, is scheduled for replacement. It was designed in 2021 but was put on hold for construction until this year. The original lift station was built in 1967 and is in need of upgrades to the pumps and controls. Additionally, one of the major goals of the project is to relocate the lift station further away from the roadway. Currently, the lift station sits between the curb and the sidewalk, separated only by a guardrail. With the large amount of semi-truck traffic along Long Lake Road, the location makes it susceptible to damage from an out-of-control vehicle or a turning vehicle into the adjacent parking lot. A new location will also provide more room for safer maintenance to be performed on the lift station.

Staff worked with the 3070 Long Lake Road property owner, LLR Investments, LLC, to acquire a permanent easement for the new lift station and a temporary easement needed during construction. They are in agreement with the City acquiring easements for a value of \$10,000.

The City Attorney has drafted the easement documents.

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

The cost of the two easements is \$10,000. Future costs for the construction of the lift station are estimated to be \$355,000. All costs for the project will be funded from the sanitary sewer fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the easement agreement documents and the purchase of the easements from LLR Investments, LLC.

26 **REQUESTED COUNCIL ACTION**

27 Motion to approve Memorandum of Understanding for easement acquisition at 2070 Long Lake
28 Road.

29 Motion to approve Permanent Utility Easement at 2070 Long Lake Road.

30 Motion to approve Temporary Construction Easement at 2070 Long Lake Road.

31 Motion to approve Construction Easement at 2070 Long Lake Road.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Memorandum of Understanding

B: Permanent Easement

C: Temporary Easement

D: Mortgage Consent

E: Location Map

MEMORANDUM OF UNDERSTANDING

City of Roseville

City Project No.: _____
 PID No.: 052923120006
 Fee Owner: LLR Investments, LLC

As of _____, 2023, LLR Investments, LLC, a Minnesota limited liability company, Owner of that certain property located at 3070 Long Lake Road, in the City of Roseville (the “City”), County of Ramsey, State of Minnesota, executed and delivered (i) a LIFT STATION UTILITY EASEMENT AGREEMENT and (ii) a TEMPORARY CONSTRUCTION EASEMENT (the “Easements”)

This Memorandum is now made and entered as a memorandum of the agreement between the parties relating to the Easements. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner has been furnished with the approved estimate of just compensation for the property rights acquired by the City in connection with the Easements. The Owner understands that the property rights acquired by the City as described in the LIFT STATION UTILITY EASEMENT AGREEMENT are permanent and will be governed by the terms and conditions stated in the LIFT STATION UTILITY EASEMENT AGREEMENT.
2. In full compensation for the conveyance of the Easements to the City, the City shall pay the Owner \$9,000 for the LIFT STATION UTILITY EASEMENT AGREEMENT and \$1,000 for the TEMPORARY CONSTRUCTION EASEMENT. Owner understands that payment by the City is contingent upon City Council approval, verification of marketable title, and a lender consent, if needed. City understands that Owner’s grant of the Easements is contingent upon the payment of the foregoing compensation to Owner.
3. In the event of a clerical error with respect to the Easements, the parties agree to cooperate in correcting the error including but not limited to resigning the easement documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the Easements dated _____, 2023, and that these documents and agreements include all agreements between the parties with respect to the Easements.

Date: _____

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

Date: _____

LLR INVESTMENTS, LLC

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

LIFT STATION EASEMENT AGREEMENT

THIS AGREEMENT is made by LLR Investments, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee. Grantee joins herein to express its agreement to the provisions hereof which relate to Grantee's undertakings and responsibilities.

Recitals

- A. Grantor is the fee owner of certain property located at 3070 Long Lake Road, in Ramsey County, Minnesota (PID No. 052923120006), and legally described on Exhibit A attached hereto (the "Property").
- B. Grantor is willing to grant to Grantee an easement for the installation and maintenance of a wastewater lift station, according to the terms and conditions contained herein, and subject to Grantee's agreement to the provisions hereof.

Terms of Agreement

- 1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Agreement.
- 2. Grant of Lift Station Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over, under, across, and through the portion of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area") for the sole purposes set forth in paragraph 3 below.

- 3. Scope of Easement.

3.1. The perpetual, non-exclusive easement granted herein is for the sole purposes of allowing Grantee, its contractors, agents and employees to enter and use the Easement Area for locating, constructing, reconstructing, operating, maintaining, inspecting, altering, removing and repairing a wastewater lift station and associated lift station facilities in the Easement Area. The Easement Area shall not be used by Grantee for any other purposes, including any other municipal or public utility purposes.

3.2. The easement granted herein includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation as in Grantee's reasonable judgment unreasonably interfere with the easement or lift station facilities of Grantee, its successors or assigns.

3.3. Grantee shall be responsible for installing and maintaining a perimeter fence and protective posts or barriers to prevent vehicles from entering the Easement Area and/or damaging the lift station facilities constructed by Grantee therein or at Grantee's request. Any such damage shall be repaired, and the lift station facilities shall be restored, at the sole cost and expense of Grantee. Grantor is hereby, and shall be, released from any and all claims for damage to the Easement Area or the lift station facilities located therein or thereon howsoever the damage may have been caused.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein, subject to the rights of the mortgagee holding the mortgage on the Property.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Damage, Liens and Indemnity. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.

7. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated as of _____, 2023.

GRANTOR:

LLR INVESTMENTS, LLC
a Minnesota limited liability company

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

GRANTEE:

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Allen T. Ofstehage, the President and Chief Manager of LLR Investments, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Dan Roe, Mayor, and Patrick J. Trudgeon, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
LIFT STATION UTILITY EASEMENT**

Legal Description of the Property

Parcel A

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company's lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company's lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company's main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating.

Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

**EXHIBIT B TO
LIFT STATION UTILITY EASEMENT**

Legal Description of the Lift Station Easement Area

A perpetual easement solely for lift station utility purposes, as set forth in the foregoing Agreement, over, under, across, and through that part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as follows:

Commencing at the northwesterly corner of said Parcel A; thence on an assumed bearing of South 29 degrees 35 minutes 14 seconds West along the westerly line of said Parcel A, a distance of 292.39 feet to the point of beginning of the easement to be described; thence South 60 degrees 24 minutes 46 seconds East, a distance of 21.00 feet; thence South 29 degrees 35 minutes 14 seconds West a distance of 22.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 21.00 feet to said westerly line; thence North 29 degrees 35 minutes 14 seconds East along said westerly line, a distance of 22.00 feet to said point of beginning.

Depiction of the Lift Station Easement Area



TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by LLR Investments, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee.

Recitals

- A. Grantor is the fee owner of certain property located at 3070 Long Lake Road, in Ramsey County, Minnesota (PID No. 052923120006) and legally described on Exhibit A attached hereto (the “Property”).
- B. Grantor at the request of grantee is willing to grant to Grantee a temporary construction easement (the “Easement”) according to the terms and conditions contained herein.

Terms of Temporary Construction Easement

- 1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Instrument.
- 2. Grant of Temporary Construction Easement for Lift Station. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to a temporary construction easement which is legally described on Exhibit B and depicted on Exhibit C attached hereto (the “Easement Area”).
- 3. Scope of Easement. The Temporary Construction Easement is for the sole purpose of allowing Grantee, its contractors, agents, and employees the right to enter the Temporary Construction Easement Area at all reasonable times to construct a wastewater lift station, and to store materials, vehicles, and equipment related to the construction of the lift station.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in

Grantee's reasonable judgment unreasonably interfere with the Easement. Grantee will restore the property affected by its work within the Easement Area to the general condition that it was in prior to the work being performed. All restoration will be completed no later than the expiration date of this Instrument.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface without the express written permission of Grantee.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein subject to the rights of the mortgagee under the mortgage recorded against the property.

5. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.

6. Damage, Liens and Indemnity. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.

7. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

8. Term. The Easement granted herein shall expire on July 21, 2024.

STATE DEED TAX DUE HEREON: NONE

[Signatures on following page.]

Dated this ____ day of _____, 2023.

GRANTOR:

LLR INVESTMENTS, LLC
a Minnesota limited liability company

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Allen T. Ofstehage, the President and Chief Manager of LLR Investments, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South 5th Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Parcel A

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company's lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company's lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company's main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating. Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

**EXHIBIT B TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Easement Area

A temporary easement for construction purposes over, under and across part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, and said easement is described as follows:

Commencing at the northwesterly corner of said Parcel A; thence on an assumed bearing of South 29 degrees 35 minutes 14 seconds West along the westerly line of said Parcel A, a distance of 292.39 feet to the point of beginning of the easement to be described; thence South 60 degrees 24 minutes 46 seconds East, a distance of 21.00 feet; thence South 29 degrees 35 minutes 14 seconds West, a distance of 22.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 21.00 feet to said westerly line; thence South 29 degrees 35 minutes 14 seconds West along said westerly line, a distance of 5.00 feet; thence South 60 degrees 24 minutes 46 seconds East, a distance of 31.00 feet; thence North 29 degrees 35 minutes 14 seconds East, a distance of 42.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 31.00 feet to said westerly line; thence South 29 degrees 35 minutes 14 seconds West along said westerly line, a distance of 15.00 feet to said point of beginning.

MORTGAGEE CONSENT TO LIFT STATION EASEMENT AGREEMENT

First Resource Bank, a state chartered bank (“Mortgagee”) under that certain \$2,312,000.00 Mortgage from LLR Investments, LLC, a Minnesota limited liability company as mortgagor, dated March 11, 2022, and recorded in the Office of the Ramsey County Recorder on March 16, 2022, as Document No. 4938291, and holder of that certain Assignment of Rents dated March 11, 2022 and recorded March 16, 2022 as Document No. 4938292, and secured party of that certain UCC Financing Statement recorded March 16, 2022, as Document No. 4938293, all on the real property located in Ramsey County, Minnesota, described as follows:

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company’s lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company’s lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company’s main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating.

Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

(Parcel No. 05-29-23-12-0006)

consents to the attached LIFT STATION EASEMENT AGREEMENT (or, if recorded separately, the LIFT STATION EASEMENT AGREEMENT dated _____, recorded _____, in the office of the Ramsey County Recorder as Document No. _____), and agrees to hold and convey its interest in the property subject to the LIFT STATION EASEMENT AGREEMENT.

[The rest of this page left intentionally blank; signature follows on next page]

Dated: _____, 2023.

First Resource Bank

A state chartered bank

By: _____

Its: _____

State of _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of First Resource Bank, a state chartered bank, on behalf of the bank.

NOTARY STAMP OR SEAL

Notary Public
Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.g

Department Approval



City Manager Approval



Item Description: Consider Awarding Contract for DEI Training

BACKGROUND

In support of the City's commitment to diversity, equity, and inclusion (DEI), and in support of the current Strategic Racial Equity Action Plan (SREAP), a training plan has been developed and will be implemented throughout 2023 to ensure all employees have a shared introduction and understanding of DEI principles and terminology. After discussion with city leaders and following DEI related training for Department Heads in 2022, specific needs were identified for learning at various levels throughout the organization. Equity and inclusion is a lens and perspective that should be used in all roles throughout the organization as it impacts how the city serves the diverse needs of the community. The training plan for 2023 based on the identified learning needs is as follows:

All Staff - to attend one session in April or May 2023

Topics - Foundational Training on Communication & Shared Terminology, Government's Role, Understanding Bias, and Microaggressions

Managers/Supervisors/Department Heads – to attend two sessions in August and September 2023

Topics – Leading a Diverse Team & Creating a Culture of Belonging

Department Heads – to attend two sessions in November and December 2023

Topics – Courageous Conversations and Managing Conflict through a Diversity Lens

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

RACIAL EQUITY IMPACT SUMMARY

This presentation is related to the city's Strategic Racial Equity Action Plan and Racial Equity Narrative.

BUDGET IMPLICATIONS

The cost of the recommended consultant's proposal is \$35,000. This cost includes both the development

35 of customized training and in-person facilitation. The 2023 budget has funds allocated to fully cover the
36 proposed cost.

37 **STAFF RECOMMENDATION**

38 Department Heads and leaders from the Strategy Team reviewed several proposals and the top three
39 proposals were interviewed by the City Manager, Assistant City Manager, and Equity and Inclusion
40 Manager. Based on identified learning needs for 2023, feedback, and interviews, staff is recommending
41 that Council authorize the City Manager to enter into a Professional Services Agreement with Catch
42 Your Dreams Consulting, LLC to develop and facilitate training for the organization throughout 2023.

43 **REQUESTED COUNCIL ACTION**

44 By motion, authorize the City Manager to enter into a Professional Services Agreement with Catch Your
45 Dreams Consulting, LLC to develop and facilitate DEIB training for city staff in the amount of \$35,000.

46

Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: Proposal and Professional Services Agreement



DEIB Proposal For
City of Roseville, Minnesota
Catch Your Dream Consulting
February 1, 2023

About Catch Your Dream Consulting

Our Approach

At Catch Your Dream Consulting we believe 3 things are foundational to our work and we bring these 3 things to every meeting, training and interaction.

Get energized - It is important that we not only do the work, but we do it and get energized from it. Racial Justice work should get us excited about what's possible rather than focusing on the problems

Take Practical Action - Not just action, but practical action! We are committed to supporting you to get here. Staying in our heads and heart is good, moving to our hands is essential to get to equity and justice.

Find Hope - If you let it, this work can have you spiraling downward and in a place of cynical thinking. At CYD, we will inspire you to find hope so you can be sustained to keep going and achieve your goals.

Our Team (Who Will Be Collaborating with You on this Scope of Work)

We are a collaborative team of diverse dreamers, organizers, multi race, multi class individuals committed to diversity, equity, inclusion, and justice work. We lean on each other's strengths to mitigate our areas of weakness in a way that best serves the partners we work with. We all have different lived experiences from education backgrounds to how we came into this work and it manifests itself in a powerful way to educate, inspire, coach, and move you and your community or team along in your equity journey. We can't promise to show up perfectly every time, but we will show up powerfully.



Donte Curtis is the Founder/Lead Consultant of Catch Your Dream Consulting where he keynotes, facilitates and leads workshops with teams, and organizations, nationwide, on leadership development, racial equity, anti racism, and supports them to create practical change. Donte currently serves on the Board of Directors at Social Enterprise Alliance Twin Cities and is a member of the Program Investment Committee at Youthprise. With over 14 years of facilitation and speaking experience, Donte is adept at fostering the collective wisdom in the room and engaging teams in multiple ways. Probably one of the most energetic people you will ever meet, Donte lives a life that is dedicated to leadership, social justice and liberation. Donte resides in Saint Paul with his Wife, Rachel and two dogs, King and Moose.

Donte Curtis' qualifications include:

- Trained in 4 facilitation methodologies
- Lead workshops with teams on how to be a great facilitator
- Led over 400 workshops, keynote and learning experiences for teams locally and globally focused on DEIA and Anti Racism.
- Works with multiple sectors: non profits, for profits, government and higher education



Jillian Gross Fortgang has a PhD in Higher Education with a concentration in organizational behavior and management, a Masters in Nonprofit Leadership, is a certified coach through the Academy of Creative Coaching, and an apprentice with Racial Justice from the Heart. I have worked with individuals and organizations in the nonprofit, education, and public sectors to co-create a path that keeps her partners focused initiating and sustaining transformational change. Currently, I live in Minneapolis with my spouse and our delightful rescue dog, Lettuce. I love to share the story behind our dog's name, so be sure to ask!



Scope of Work

- 4 - Foundation of DEIB/Language Workshops
- 2 - Culture of Belonging Workshops
- 2 - Conflict and Courageous Conversation Workshops

Catch Your Dream Consulting is able and available to lead/curate all of these workshops. We bring decades of experiences in adult learning and engagement styles to this work. All workshops will be practical in nature and focused on possibility thinking and strengths based leadership.

More Info on 3 workshops Offerings

Foundational of DEIB/Language

We will define Diversity, Equity, Inclusion, belonging and Anti Racism to kick off this workshop. This is done through a conversational style and even for the folks who know what these words mean, we challenge them to go deeper in their understanding of them in real concrete ways. We will also touch the 3 levels of racism and other forms of oppression. As well as cover all the main vocabulary in this work: Microaggressions, Implicit Bias, and privilege and others that you all think we need to focus on. One of the major activities, we like to do is defining the difference dimensions of diversity such as Race, social economic status, gender, sex, ability status, and more (there are 12 that we often use) and then we do an exercise where folks move to a certain identity based on the question we are asking. It expands/reminds folks that diversity is much bigger than race.

Culture of Belonging Workshop

Our most requested workshop falls under this topic. It is entitled, “**Breaking the Cycle of White Supremacy**” (BTC). This perfectly aligns with the goals y’all have around



4

managers creating a culture where everyone can thrive and is engaged. BTC is a Culture building workshop at its core. We can provide more details on flow during a Call Here is the description of it.

The saying goes people don't leave their jobs, they leave their managers This interactive workshop invites managers and Supervisors to explore the ways that white supremacy culture is harming us and the work that we do. During our time together, we will reflect on how the dominant culture shows up in leadership and management style (Both White Folks and People of Color managers) and will be given tools and strategies to break the cycle. This workshop will use the collective wisdom in the room to foster new ideas and think about what is possible when we all do our internal work. Come ready to form new habits of equity, justice and liberation to create a workplace that is engaging, life giving and honors everyone's life experience

Conflict and Courageous Conversations Workshop

At Catch Your Dream Consulting, we lean into conflict and Courageous Conversations everyday. We believe conflict makes us better and will make Roseville better. This workshop(s) experience will be highly engaging as well and take the attendees through what we call:

The 6 C's of Uncomfortable Conversation: From Automatic Reaction to Thoughtful Response

Folks will have the opportunity to practice in real time in a low stakes environment to begin to form new habits around conflict and courageous conversation. We Will spend some time thinking about and reframing conflict and folks will leave with Practical tools they will be able to start using the next day around conflict management and Courageous Conversation.



Budget/Estimate for Proposed Work

\$33,000 for all services. These prices are not in concrete and are negotiable. Equity is at the core of our work and that includes pricing. If these prices are not within budget, we work with you to see what's possible.

These prices include preparation, workshops delivery, materials, check ins with lead contact, wellness fee and expertise

Foundations workshops - 4	\$12,000
Culture of Belonging - 2	\$8,000
Conflict and Courageous Conversations - 2	\$11,000
Check Ins, Wellness, Admin -	\$4,000
Total	\$35,000

Important Note

There are a lot of amazing DEIAB Consultants in the Twin Cities and we are more than open with not having the entire scope of work sit with Catch Your Dream Consulting. if y'all feel this is needed. We do believe that having the consistency of one group or trainer and rapport is important as well and am open to both ways.



Payment Schedule

We typically ask for at the signing of the contract 25% Mid way and 25% upon completion. This is negotiated as we understand governments have policies and procedures that we are flexible with. This is what we would ask for however.

So the breakdown would be:

\$17,500 - Signing of contract

\$8,750 - Mid way point

\$8,750 - Completion of contract

Timeline

we am pretty flexible on the timing of these workshops and we believe we can co-create a timeline that makes sense for you all. I would recommend that the workshops that are in a series (Culture of Belonging and Conflict/Courageous) are scheduled in tandem and close to each other. At the most 1 month apart from the first one to support retention, cohesion, and Learning. Below you will find a sample of what could be possible but again, I believe we should co - create it together. we can't accurately and effectively do this with you all. Here is one possibility:

Month	Workshop	Hours
April 1-15th	Foundations of DEIB Option 1	3 Hours
April 15 - 30th	Foundations of DEIB Option 2	3 Hours
May 1 - 15th	Foundations of DEIB Option 3	3 Hours



7

May 15 - 30th	Foundations of DEIB Option 4	3 Hours
Summer Break		
August	Culture of Belonging 1	3 Hours
September	Culture of Belonging 2	3 Hours
October	Conflict/ Courageous Conversations	3 Hours
November	Conflict/ Courageous Conversations	3 Hours

Some Current and Past Partners (AKA clients)

My Very Own Bed - Carver County - Center for Inclusive Child Care - Charity Review Council - Minnesota Council of NonProfits - Century College - Metropolitan State University - Simpson Housing Services - Minneapolis Foundation - Olmsted County Northwest Area Foundation - Habitat for Humanity Twin Cities - Cookie Cart Century College - Youthprise - Ramsey County - City of Edina - City of Faribault City of Saint Paul - Ombudsman Office of Long term Care, MN - and More



References

[Margie Andreason - mandreason@nwaf.org](mailto:mandreason@nwaf.org)

Diversity and Inclusion Officer, Northwest Area Foundation

- Facilitated a customized half day training for the Board of Directors on racial equity

[Karmit Bulman - kbulman@mavanetwork.org](mailto:kbulman@mavanetwork.org)

Executive Director, Minnesota Association for Volunteer Administration (MAVA)

- Facilitated multiple times with them on racial justice and anti racism work Specifically on White Supremacy Culture
- Keynoted at their Volunteer engagement conference in 2021 on Anti Racism in volunteerism

[Kris Kewitsch - kris@smartgivers.org](mailto:kris@smartgivers.org)

Executive Director, Charities Review Council

- Serve as DEI Consultant in Residence and support organizations on implementation of the DEI toolkit for 2 years and counting as well as consult with them in different workshops capacities for the non profit community

[Alicia Sandness - sandness@inclusivechildcare.org](mailto:sandness@inclusivechildcare.org)

Human Resource Manager, Center for Inclusive Childcare

- Spent 12 Months with them consulting, facilitating 12 monthly workshops and BIPOC caucus groups

[Kim Bailey - Kim.Bailey@co.ramsey.mn.us](mailto:Kim.Bailey@co.ramsey.mn.us)

DIOD Program Support (HR), Ramsey County, MN

- Provided over 10 highly engaging Workshops around a variety of DEIB topics
- Co - Created and led a racial equity retreat countywide to foster more connection and collaboration between all of the county's racial equity work

You can find more testimonials/recommendations here:

www.facebook.com/catchyourdream.dcurtis

<https://www.linkedin.com/in/donte-curtis-88281882/>



Contact

Donte Curtis

Donte@catchyourdreamconsulting.com

8327034543

Catch Your Dream Consulting

www.catchyourdreamconsulting.com

Thank you for your consideration

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the 6th day of March, 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and Catch Your Dreams Consulting LLC, (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 March 7, 2023 Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2023, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **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.
- c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

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

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

To City:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Rebecca Olson, Asst. City Mgr.

To Contractor:

Catch Your Dreams Consulting
1170 Cushing Circle #334
Saint Paul, MN 55108
Attn: Donte Curtis

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

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

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

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

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

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

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

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

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

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- c. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.
- d. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- e. 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.

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

[CONSULTANT] - Catch Your Dream Consulting
LLC

By: Donte Curtis Smith
Its: President

3 - 2 - 2023

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor, Catch Your Dreams Consulting LLC, and subcontractor, Jillian Gross Fortgang, LLC, shall perform the following work at the following locations:

Attendees	Competencies	Timeline	Location
All Staff	Facilitation of one comprehensive foundational training workshops to include: a. Communication & Shared Terminology b. Government's Role c. Understanding Bias d. Microaggressions	Employees must attend one of four dates in April or May 2023	Roseville Oval
Managers, Supervisors, Department Heads	Facilitation of two training workshops to include: e. Creating a Culture of Belonging f. How to Lead a Diverse Team	Employees must attend two training dates in August and September 2023	Roseville Oval
Department Heads	Facilitation of two training workshops to include: g. Managing Conflict Through a Diversity Lens h. Courageous Conversations	Employees must attend two training dates in November and December 2023	Roseville City Hall

EXHIBIT B
COMPENSATION

The pay schedule will be:

25%/\$8750 - at the signing of the contract (March)

25%/\$8750 - Completion of Foundations (May)

25%/\$8750 - Completion of Leadership workshops (September)

25%/\$8750 - Completion of Contract/Department Workshops (December)

There will be no additional expenses eligible for reimbursement.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Consider Acceptance of HOME-ARP grant funds for homeless outreach and support

BACKGROUND

The Roseville Police Department (RPD) requests the Council consider acceptance of HOME-ARP funds awarded to the Roseville Police Department (RPD) for continuance of our homeless outreach efforts through our embedded housing navigator.

In 2021, the Roseville Police Department applied for and was selected as a host site for a Housing Resource Navigator through AmeriCorps. The outreach worker was embedded in the RPD Community Action Team and supported individuals and families experiencing homelessness - navigating resources to secure safe and stable housing. The navigator assessed individuals' unique needs to remove barriers to long term stable housing. The position was instrumental in helping members of the community overcome systematic inequities related to safe and stable housing. The position furthered the Roseville Police Department's mission to provide public safety services for the City of Roseville.

In 2022, the Roseville City Council approved RPD's request to apply for grant funds through Ramsey County Community Development Block Grant/ Home Investment Partnership Program (CDBG). Grant funding was approved, but RPD was alerted it would take several months for the funds to be accessible. On July 25, 2022, the Council approved making the AmeriCorps position a full-time city position and using existing budget funding to bridge the gap until the grant dollars could be expended.

Through the HOME-ARP grant, RPD was awarded a total of \$112,900 (\$92,000 for personnel costs and \$20,000 for operating costs). The personnel funds will cover the salary and benefits of the current embedded housing navigator. The operating costs will be used to help individuals and families with immediate needs related to housing instability or homelessness (e.g. food, medicine, temporary housing, and transportation, etc.).

There is no city match or requirement for the position to be extended after the end of the grant cycle (first quarter, 2024). RPD continues to explore county, state and federal grants including additional CDBG funds to help fund the position and outreach efforts beyond the current one year grant cycle. The agreement has been reviewed by the City Attorney.

POLICY OBJECTIVE

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

RACIAL EQUITY IMPACT SUMMARY

BIPOC communities across the country are disproportionately impacted by homelessness due to structural racism and disparities in access to health care, economic opportunities, housing, and education. Roseville is

33 not immune from these disparities. This initiative seeks to disrupt the disparities that exist by expanding
34 housing services available to those who are experiencing homelessness or housing instability.

35 **STAFF RECOMMENDATION**

36 Staff recommends Council approve entering into an agreement and accepting grant funding from Ramsey
37 County Housing and Redevelopment Authority to provide homelessness assistance. The HOME-ARP grant
38 will provide continued funding and expand services provided by the RPD embedded housing outreach
39 worker.

40 **REQUESTED COUNCIL ACTION**

41 Approve entering into an agreement and accepting grant funding from Ramsey County Housing and
42 Redevelopment Authority to provide homelessness assistance.

Prepared by: Erika Scheider, Chief of Police
Attachments: A: HOME-ARP Grant Agreement
B. Resolution

HOME-ARP GRANT AGREEMENT
BETWEEN
RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY
AND
CITY OF ROSEVILLE

This **HOME-ARP Grant Agreement** (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between Ramsey County, a political subdivision of the State of Minnesota (“Authority”), and the City of Roseville, a Minnesota municipal corporation, 2660 Civic Center Drive, Roseville, MN 55113, as the Grantee (“Grantee”).

RECITALS

1. On March 11, 2021, in response to the negative economic impacts of the COVID-19 public health emergency, the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, 135 Stat. 4) (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and
2. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARPA funds for the HOME-ARP program (“HOME-ARP”) to be administered through the HOME Investment Partnerships Program (“HOME”) to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. HOME-ARP funds are to be used for activities that include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units (“Eligible Activities”); and
3. ARPA authorized the U.S. Department of Housing and Urban Development (“HUD”) to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60; and
4. Pursuant to ARPA and guidance provided by the Community Planning and Development Notice entitled “Requirement for the Use of Funds in the HOME-American Rescue Plan Program (“HOME-ARP Notice”), HUD waived or specified alternative requirements for the HOME-ARP program; and
5. The Authority is the recipient of a one-time HOME-ARP grant in the amount of \$2,041,729 through the Dakota County HOME Consortium (“Consortium”). The Consortium is the “participating jurisdiction” for Authority’s receipt of HOME funds, and the Consolidated Plan, required by HUD, guides the investment of entitlement HOME Funds over a five-year period.

The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through the Authority's 2022-2023 Annual Action Plan/Proposed Use of Funds; and

6. The HOME-ARP program authorizes the Authority to expend HOME-ARP Funds awarded to the Authority for Eligible Activities, including affordable housing and supportive services; and
7. Authority issued a competitive solicitation for developers and property owners to apply for HOME-ARP Funds to support projects developing long-term, deeply affordable housing units; and
8. Ramsey County has a large and documented need for affordable housing, especially for households earning less than 30% of the area median income ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD"), with adjustments for family size. According to the County's Economic Competitiveness and Inclusion ("ECI") Plan, the County has a deficit of 15,000 units affordable to those at 30% AMI or below. The lack of affordable housing supply leads to greater housing instability for residents and exacerbates the County's ongoing homelessness crisis; and
9. Projects recommended for funding in HUD's Fiscal Year 2022 are consistent with the current Consolidated Plan and the County's ECI Plan; and
10. On May 10, 2022, the Ramsey County Housing and Redevelopment Board obligated \$2,041,729 in HOME-ARP Funds towards affordable housing and supportive services by Resolution No. H2022-007; and
11. The Authority desires to have certain work or services performed by Grantee as described within this Agreement, and as authorized by Resolutions of the Authority's Board for the purpose of implementing Eligible Activities under HOME-ARP and HUD regulations; and
12. It is appropriate and mutually desirable that Grantee be designated by the Authority to undertake such Eligible Activities, so long as the requirements of HOME-ARP, HUD regulations, state law, and local law are adhered to, as provided for in this Agreement; and
13. The purpose of this Agreement is to provide for cooperation between the Authority and Grantee, as the parties in this Agreement, in implementing such Eligible Activities in the manner described in these Recitals and as provided below; and
14. The Authority and Grantee desire to enter into this Agreement based on Grantee's application, which is on file with the Authority ("Application"), by which Grantee will receive HOME-ARP funds in the amount of **\$112,900.00**; and
15. The parties are authorized and empowered to enter into this Agreement by the Laws of the State of Minnesota.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth in this Agreement, the Authority and Grantee agree as follows:

ARTICLE 1 DEFINITIONS

The following terms when used in this Agreement will, except where the context otherwise requires, have the following meanings.

“Agreement” means this Grant Agreement, as the same may be amended from time to time pursuant to its terms.

“Grant” means the grant of HOME-ARP funds made to the Grantee pursuant to the Agreement in the aggregate principal amount up to \$112,900.00.

“HOME-ARP Regulations” means Title 24, Part 92 of the Code of Federal Regulations, as amended from time to time, that are applicable to HOME, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice.

“Project” means the assistance provided by Grantee to a qualifying individual or family as described in **Exhibit A** of this Agreement, which includes the Project description and budget.

“Project Completion” means the final drawdown of HOME-ARP funds has been disbursed by Authority for the Project and all activities are completed in HUD’s Integrated Disbursement and Information System (IDIS).

ARTICLE 2 TERMS OF GRANT, USE, AND DISBURSEMENT OF HOME-ARP FUNDS

Section 2.1 Grant Amount and Grant Term. Subject to the terms and conditions set forth in this Agreement, the Authority agrees to make the funds available pursuant to the HOME-ARP Program to make the Grant to the Grantee in an aggregate principal amount up to One Hundred Twelve Thousand and Nine Hundred 00/100 Dollars (\$112,900.00) to finance the Project as further described in this Agreement. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2023**, unless extended in writing by Authority (“End Date”).

Section 2.2 Use of Funds. The Grantee will use proceeds of the Grant strictly for the uses identified in **Exhibit A**. Exhibit A lists the tasks to be performed with respect to the Project, together with a budget for the completion of such tasks. The Grantee will not use or permit proceeds to be used for any other purpose or in any other manner. The failure to use the HOME-ARP funds in compliance with the Use of Funds Statement set forth in Exhibit A will constitute a material failure of the terms of this Agreement.

Section 2.3 Program Income. Program income will be remitted to the Authority to be used in accordance with the requirements of HOME-ARP.

Section 2.4 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with Resolution of Grantee authorizing the execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 2.5 Disbursement of Funds. The Authority will disburse HOMR-ARP funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Authority by the Grantee upon forms provided by the Authority. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Authority will disburse the requested amount to the Grantee within thirty-five (35) days after receipt of each Reimbursement Request. The Authority will have no obligation to disburse any of these funds if, at the time of disbursement, Grantee is in default under any of the terms of this Agreement.

Section 2.6 Unused Funds. Upon the earlier of (a) Project Completion; (b) the End Date; or (c) the termination of this Agreement, any HOME-ARP funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by the Authority, at the Authority's sole discretion.

ARTICLE 3 GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.1 Grantee represents and warrants to the Lender that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement.
- B. The execution and delivery of and the performance by the Grantee of its obligations under this Agreement, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Grantee.
- C. The Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to the work that is the subject of this Agreement and will continue to comply throughout the terms of this Agreement. If at any time the Grantee receives notice of noncompliance from any governmental entity, the Grantee agrees to take any necessary

action to comply with the state or federal law in question.

Section 3.2 Project Site Acknowledgements. The Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the HOME-ARP funds.

Section 3.3 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Authority. Any non-approved transfer, assignment or conveyance shall be void.

ARTICLE 4

DEFAULT AND REMEDIES; ENFORCEMENT OF AGREEMENT

Section 4.1 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. If Grantee makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any State, consents to the appointment of a trustee or receiver for Grantee or for its property, or is adjudged as bankrupt on an involuntary petition in bankruptcy, or takes any action for the purpose of effecting or consenting to any of this paragraph 4.01.
- B. If an order, judgment, or decree will be entered appointing, without Grantee’s consent, a trustee for Grantee, or a substantial part of its property, or approving a petition filed against Grantee seeking a reorganization, arrangement with creditors, or other similar relief under the federal bankruptcy laws, or under any other applicable law of the United States of America or any State, and such order, judgment, or decree will not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment, or decree.
- C. If, without the written consent of the Authority, Grantee’s interest in the Project or this Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- D. Grantee uses any portion of the HOME-ARP funds for purposes other than specified in this Agreement.
- E. Grantee breaches or fails to comply with any of the terms, conditions, requirements, representations, warranties, or provisions contained in its Application, this Agreement, and any other Authority document.
- F. Any of the information, documentation, or representations that Grantee supplied to the Authority in its Application, this Agreement, or any other Authority document to induce the Authority to make the Grant is determined to be false, untrue, or misleading in any

material manner.

Section 4.2 Remedies. Upon the occurrence of any breach or Event of Default, the Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, the Authority may: (a) refrain from disbursing any further HOME-ARP funds; (b) demand that any amount of HOME-ARP funds already disbursed to Grantee be immediately returned to the Authority, and upon such demand, Grantee shall immediately return such proceeds to the Authority; (c) take any action provided for in law to enforce compliance by the Grantee with the terms of this Agreement; (d) terminate this Agreement by written notice; and (e) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.3 Authority's Costs of Enforcement of Agreement. If any breach or Event of Default has occurred as provided herein, then upon demand by the Authority, the Grantee shall pay or reimburse the Authority for all expenses, including all attorneys' fees and expenses incurred by the Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of the Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 PROJECT REQUIREMENTS

Section 5.1 The Project will meet all requirements of 24 CFR 92, unless specifically otherwise stated in the HOME-ARP Notice, including, without limitation, those listed in **Exhibit B** and as indicated below:

- A. Grantee must have procedures in place for collecting income eligibility information from clients so that accurate documentation and current records can be maintained. Authority will review and approve these procedures in advance of the first disbursement of HOME-ARP funds.
- B. Grantee must develop, implement, and maintain written procedures to require that all records containing personally identifying information of any individual or family who applies for and or receives HOME-ARP assistance will be kept secure and confidential.

ARTICLE 6 RECORDS AND REPORTS

Section 6.1 Records. The Grantee will maintain records sufficient to meet the requirements of 24 CFR 92.504, except as waived to the extent that they conflict with the alternative confidentiality requirements provided in the Appendix of the HOME-ARP Notice. All records and reports required in this Agreement will be retained and made accessible as provided in 24 CFR 92.508(c) and (d) as revised by the HOME-ARP Notice.

Section 6.2 Retention. All original records pertinent to this Agreement will be retained by the Grantee for five (5) years following the date of termination of this Agreement or of submission of the final close out report, whichever is later, with the following exceptions:

- A. If any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved;
- B. Records for the disposition of non-expendable personal property valued at \$1000 or more at the time of acquisition will be retained for five (5) years after final disposition;

Section 6.3 All records will be sufficient to determine compliance with the requirements and objectives of the applicable federal laws and regulations described in **Exhibit B** and all other applicable laws and regulations.

Section 6.4 Inspection and Access. The Grantee, its employees, and agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, will allow access to its records at reasonable time to the Authority, its employees and agents, and to HUD. “Reasonable” will be construed according to the circumstances, but ordinarily will mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term “agents” will include, but is not limited to, auditors retained by the Authority.

Section 6.5 Quarterly Reports. The Grantee will provide the Authority with quarterly reports utilizing forms provided by the Authority. The Grantee will comply with any additional reporting requirements contained in 24 CFR Part 92.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

Section 7.1 Insurance. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by the Grantee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to the Authority throughout the term of this Agreement.

- A. Commercial General Liability Insurance. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Grantee is required to add the Authority, Ramsey County, their officials, employees, volunteers, and agents as Additional Insured to the Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of the Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:
- \$ 500,000 per claim
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products/completed operations total limit
 - \$1,500,000 personal injury and advertising liability
- B. Automobile Insurance. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. Workers' Compensation and Employers' Liability. Workers' Compensation as required by Minnesota Statutes.
- D. Property Insurance. Grantee will secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy will include business interruption and extra expense coverages. The Authority and Ramsey County will be added to the policy as lender as its interest may appear.
- E. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to the Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

- F. Nothing in this Agreement shall constitute a waiver by the Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 7.2 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee agrees to hold harmless and defend Authority, its officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from the Project, including but not limited to Grantee's negligent acts, failures to act, or failures to perform its obligations under this Grant Agreement, and to pay the costs of and/or reimburse Authority, its officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection with such negligent acts or failures by Grantee. The Authority is required to promptly notify Grantee of any claim made for any such damage or loss and afford Grantee and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by the Authority or the Grantee of any statutory limits or exceptions on liability.

ARTICLE 8
CONFLICT OF INTEREST

Section 8.1 Conflict of Interest Provisions. In the procurement of labor, supplies, equipment, construction, and services by the Grantee or by any subcontractor, the conflict-of-interest provisions in CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB SuperCircular) listed in **Exhibit B** will be adhered to, to the extent applicable.

Section 8.2 No Conflict. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Authority, or of any designated public agencies, or subcontractors which are receiving HOME-ARP funds or who exercise or have exercised any functions or responsibilities with respect to HOME-ARP activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

Section 8.3 Exception. Upon the written request of the Grantee, a HUD grant may be an exception to the provisions of Section 9.1 of this Agreement on a case-by-case basis, if the Authority determines that such an exception will serve to further the purpose of the HOME-ARP

Program and the effective and efficient administration of the Grantee's Project and if the Authority's auditor ("Auditor") permits such expenditure.

ARTICLE 9 FEDERAL PROGRAM REQUIREMENTS

Grantee will carry out each activity in compliance with all applicable federal laws and regulations, including but not limited to those described in **Exhibit B**.

ARTICLE 10 OTHER AUTHORITY REQUIREMENTS

Disallowed Expenditures. Grantee will return to the Authority within fifteen (15) days of demand all proceeds of the Grant expended for disallowed expenditures as determined by the Auditor in accordance with this Agreement, which disallowed expenditures are described as follows:

- A. "Bad Debts" – losses arising from un-collectable accounts and other claims, and related costs;
- B. "Contingencies" – contributions to a contingency reserve or any similar provision for unforeseen events;
- C. "Contributions or Donations" – contributions and donations;
- D. "Entertainment" – costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
- E. "Fines and Penalties" – costs, including late charges, resulting from violations of, or failure to comply with, federal, state, and local laws and regulations;
- F. "Governor's Expenses" – salaries and expenses of the Office of the Governor of a state or the chief executive of a political subdivision, municipality, or body politic and corporate;
- G. "Legislative Expenses" – salaries and other expenses of the State Legislature or similar local governmental bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction;
- H. "Interest and Other Financial Costs" – interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and
- I. Any other disallowed expenditures set forth in 24 CFR 92.14 as amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Amendments. This Agreement represents the entire agreement between the Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. The Authority and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Authority and the Grantee.

Section 11.2 Equal Opportunity and Non-discrimination. Grantee will Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 11.3 Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 11.4 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 11.5 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 11.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse
15 West Kellogg Blvd.

St. Paul, MN 55102

With a courtesy copy to:
Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Sarah Mahmud

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 11.7 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Authority represent and warrant on the Grantee's and the Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Authority's behalf, respectively and that this Agreement constitutes the Grantee's and the Authority's valid, binding and enforceable agreements.

Section 11.8 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 11.10 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 11.11 Final Report. The Grantee agrees to provide the Authority a final report, on such form as provided by the Authority, prior to the Project Completion.

Section 11.12 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 11.13 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded the Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the HOME-ARP funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.
- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the Parties or as constituting the Grantee as the employee of the Authority for any purpose or in any manner whatsoever. The Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of the Authority.

Section 11.14 HUD Approval; Termination for Discontinues or Disallowed Funding. It is expressly understood between the parties that this Agreement is contingent upon the approval of HUD and its authorization of grant monies to the Authority for the purpose of this Agreement. If HUD discontinues or disallows funding to the Authority for the purpose of this Agreement, the Authority may terminate or suspend this Agreement. The Authority must provide notice to the Grantee as provided in Section 12.06 of this Agreement. The Grantee will be entitled to payment for Eligible Activities incurred prior to the date of the notice for termination based on discontinued or disallowed funding by HUD.

[Signature pages follow]

GRANTEE'S SIGNATURE PAGE FOR
HOME-ARP AGREEMENT

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dan Roe, Mayor

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

AUTHORITY'S SIGNATURE PAGE FOR
HOME-ARP AGREEMENT

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____

Ryan T. O'Connor
Ramsey County Manager

Date: _____

Recommended for Approval:

Community and Economic Development Department

Approved as to form:

Amy K. L. Schmidt
Assistant County Attorney

This Agreement drafted by:
Ramsey County Attorney's Office
121 7th Place East, Suite 4500
St. Paul, MN 55101

EXHIBIT A
Project Description and Budget

Project:

The Roseville Police Department's public service project includes personnel costs associated with hiring a Housing Navigator and operating supplies such as food consumables, hygiene products, and vouchers for temporary housing stays to support program participants/clients. The Housing Navigator will serve within the Roseville Police Community Action Team (CAT) to create and utilize partnerships and collaborations to further expand housing instability services offered to the community.

Expiration Date / Deadline for Use of HOME-ARP Funds:

The HOME-ARP Funds committed pursuant to this Agreement must be expended for allowable costs of the Project by December 31, 2023, unless extended in writing by Authority. Failure to use the funds by that date will result in the funds reverting to the Authority for reallocation.

Use of HOME-ARP Funds

As described in Article 2 of this Agreement, the HOME-ARP Funds will be used to hire a Housing Navigator and operating supplies and will be expended as follows:

Personnel Costs: \$92,900
Operating Costs: \$20,000

Targeted Population; People Served

The Project will support individuals and families experiencing homelessness in the Roseville community, all of whom may be presumed to meet applicable HUD income guidelines. Activities will meet one of HUD's national objectives, benefiting limited clientele (LMC) as planned activities will exclusively be created to serve persons experiencing homelessness.

Project Schedule

Ramsey County Authority Board approves award and authorizes the execution of related documents	May 10, 2022
HOME-ARP Agreement Fully Executed	March 2023
Quarterly Reporting Begins	March 2023 or when first billing begins.
All reporting complete	December 31, 2023

Scope of Work

Hiring of a Housing Navigator and provide operating costs

Person Authorized to submit Reimbursement Requests and Monitoring Reports

>Identify the person that will be submitting requests for funds

EXHIBIT B
HOME-ARP Regulations and Other Federal Requirements

The following list contains the public laws, executive orders, and other federal requirements which may be applicable to activities funded in whole or in part with HOME-ARP.

Requirements/Regulations	Legal Authority
HOME Investment Partnerships Program and other program requirements, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice	24 CFR Part 92
Public Records	City, County, State requirements
Uniform Administrative Requirements	2 CFR Part 200
	24 CFR 92.505 as revised in the Appendix of the HOME-ARP Notice
Audit Requirements	2 CFR Part 200, Subpart F
	24 CFR 92.506
Non-Discrimination in Federally Assisted Programs	Title VI of the Civil Rights Act of 1964 (24 CFR Part 1) 24 CFR 92.350 and 24 CFR 92.351
	Title 41 Public Contracts and Property Management
Discriminatory Conduct Under the Fair Housing Act	Title VI of the Civil Rights Act of 1968, as amended "Fair Housing Act" 42 USC 3601
	24 CFR Part 100
Equal Opportunity in Housing	Executive Order 11063
	24 CFR Part 107
Equal Participation of Faith-Based Organizations	Executive Order 13279, as amended by Executive Order 13559
Non-Discrimination Based on Age or Handicap	Subtitle A, Title II, American with Disabilities Act of 1990, Parts 35 & 36
	Age Discrimination Act of 1975, as amended (24 CFR Part 146)
	Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8)
Employment and Contracting Opportunities	Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)

Minority/Women's Business Enterprise	Executive Orders 11625; and 12138
	24 CFR Part 85, Subpart C, Section 36(e)
Lead Based Paint Poisoning Prevention	The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R
Violence Against Women Act	24 CFR 5.2005(e) (VAWA) 24 CFR 92.359
Property Standards	24 CFR 92.251
Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction	HUD 4010 Federal Labor Standards Provisions
	Davis Bacon Act; 29 CFR Parts 1, 3, 5, 6 and 7
	Copeland Anti-Kickback Act
	Contract Hours and Safety Standards Act (CWHSSA), 24 CFR 92.354 Relating to Construction Contracts
	General Provisions; 24 CFR part 135, Volume 1
	Relating to the Use of Volunteers; 24 CFR Part 70
	Relating to Down Payment Assistance; 24 CFR 92.354(a)(2)
	HOME; National Affordable Housing Act of 1990 (NAHA) Section 286
	Use of Disbarred, Suspended or Ineligible Contractors or Subrecipients; 24 CFR Part 24; 29 CFR 5.12(a)(1)
	Wage Determinations
New Restrictions in Lobbying	24 CFR Part 87
Displacement, Relocation Assistance and Real Property Acquisition	49 CFR Part 24
	24 CFR Part 42
	24 CFR 92.353
National Flood Insurance	Flood Disaster Protection Act of 1973 (42 USC 4001)
Environmental Review	24 CFR Part 58 24 CFR 92.352 and 24 CFR 92.354
	National Environmental Policy Act (NEPA) of 1969
Affirmative Marketing	24 CFR 92.351

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of Roseville ("Grantee"), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it ("Agreement") between the Ramsey County Housing and Redevelopment Authority ("Authority") and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

CITY OF ROSEVILLE

By: _____
Its: _____

**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 ____ day of _____ 2023, 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. XXX

**RESOLUTION APPROVING RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY GRANT AGREEMENT WITH THE CITY OF
ROSEVILLE ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE
HOME-ARP PROGRAM**

WHEREAS, the City of Roseville on behalf of its Police Department desires to enter into an Agreement with Ramsey County Housing and Redevelopment Authority to utilize funds appropriated by Congress in ARPA for the HOME-ARP program administered through the HOME Investment Partnerships Program to address the need for homelessness assistance and supportive services in the City of Roseville, Ramsey County, Minnesota.

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

1. That the HOME-ARP Grant Agreement by and between Ramsey County acting through its Housing and Redevelopment Authority and the City of Roseville on behalf of its Police Department, are hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Erika Scheider, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the Ramsey County Housing and Redevelopment Authority.
3. That Dan Roe, the Mayor for the City of Roseville, and Pat Trudgeon, the City Manager, are authorized to sign the HOME-ARP grant agreement.

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

and the following voted against the same: _____.

WHEREUPON said resolution was declared duly passed and adopted.

