

Mayor: Dan Roe Councilmembers: Jason Etten Wayne Groff Robin Schroeder Julie Strahan	 City Council Agenda Monday, April 10, 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: Groff, Strahan, Etten, Schroeder, 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. 6:10 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:15 P.M. Receive Update on City-wide Community Visioning Process
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)
 - 7.B. 6:55 P.M. Review and Consider an Ordinance Amending City Code Chapter 309: Massage Therapy
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
[BENCH HANDOUT.PDF](#)
8. Council Direction on Councilmember Initiated Agenda Items
9. 7:45 P.M. Approval of City Council Minutes
Approve City Council Minutes from March 6, 2023

Approve City Council Minutes from March 13, 2023

Approve EDA Minutes from March 13, 2023

Approve City Council Minutes from March 20, 2023

Approve City Council Minutes from April 4, 2023

10. 7:50 P.M. **Approve Consent Agenda**

10.A. **Approve Payments**

Documents:

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

10.B. **Approve 2 Temporary Gambling Permits**

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. **Approve Proposal for Engineering Services for Project 22-22, South McCarrons Retaining Wall Construction Observation**

Documents:

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

10.E. **Authorize Food and Beverage Services Agreement Between City of Roseville and Burro Loco Restaurant**

Documents:

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

10.F. **Approve Resolution Authorizing Revocation and Designation of Municipal State Aid Roads**

Documents:

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

10.G. **Approve Lexington Plaza Project Agreement at 1754 Lexington Avenue**

Documents:

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

10.H. **Approve Ramsey County Ditch 4 Maintenance and Inspection**

Memorandum of Agreement

Documents:

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

10.I. Consider Approval of the 2023 Wellness Program for City Employees

Documents:

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

10.J. Approve Metropolitan Council Environmental Services Municipal Inflow and Infiltration Grant Agreement

Documents:

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

10.K. Receive 2022 Police Forfeiture Accounts Summary

Documents:

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

10.L. Authorize Application to Host Summer Impact Corps Housing Stability Fellow

Documents:

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

10.M. Authorize Public Art Agreement with Lori Greene and Resolution of Acceptance of Donation

Documents:

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

11. 7:55 P.M. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager

12. 8:00 P.M. Adjourn

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 7.a

Department Approval



City Manager Approval



Item Description: Receive Update on Envision Roseville

BACKGROUND

In July, 2022, Council authorized a contract for a community-wide visioning process to Zan Associates. This community-wide visioning process has been name *Envision Roseville* and includes two phases of community engagement. The Phase 1 engagement was focused on engaging Roseville residents and visitors to identify key themes relating to how people envision the future of Roseville. Strategic and targeted engagement was conducted during this phase with the intention of capturing voices that historically have been underrepresented. This phase consisted of a mix of ways for all residents to participate including:

- More than 20 community events and listening sessions
- Community Survey
- Virtual engagement through Hello Lamp Post, visioning website, interactive map, etc.
- Community Advisory Group workshop
- Various promotions (both staff-led and consultant led)

Zan Associates will have a member of the project team in attendance to provide an update on next steps which includes Phase 2 engagement as well as next steps.

POLICY OBJECTIVE

The city's approved Strategic Racial Equity Action Plan (SREAP) as well as the city's Racial Equity Narrative detail the city's commitment to providing an inclusive community. Part of that includes improving engagement among community members, developing relationships and increase collaboration with community leaders and organizations, following through on lessons learned through community members by committing to listen, learn and implement improved methods and practices to better serve the needs of all in the community. The objective of the *Envision Roseville* public participation is to seek input from residents and stakeholders to determine if the current Community Aspirations are relevant and appropriate and which of the Community Aspirations are most critical and should be focused on in the next 5-10 years.

BUDGET IMPLICATIONS

None.

RACIAL EQUITY IMPACT SUMMARY

In recognizing that racial disparities across all indicators of success are deep and pervasive, the city has prioritized centering race in decisions, policies and procedures. This approach offers the focus and specificity necessary for advancing our work on our community aspirations for all of the Roseville community. This approach has led how we design our engagement activities for the visioning process. By focusing on hearing BIPOC voices, we ensure that we can also capture voices

35 from other segments of our community that may have intersecting barriers or challenges to being
36 heard, while also capturing traditionally engaged voices.

37 **STAFF RECOMMENDATION**
38 Informational.

39 **REQUESTED COUNCIL ACTION**
40 Receive the presentation and update.

41

Prepared by: Rebecca Olson, Assistant City Manager
Attachments: A: PowerPoint Presentation



ENVISION ROSEVILLE

Project Update
April 2023



Presentation Content

- I. Status update
- II. Results preview
- III. Phase 2 overview
- IV. Discussion



Progress Update

Schedule

Phase 1 recap

Phase 1 results

Phase 2

Discussion

Next steps



[illegible]

Phase 1 Community Engagement

Live engagement activities: 20+ activities

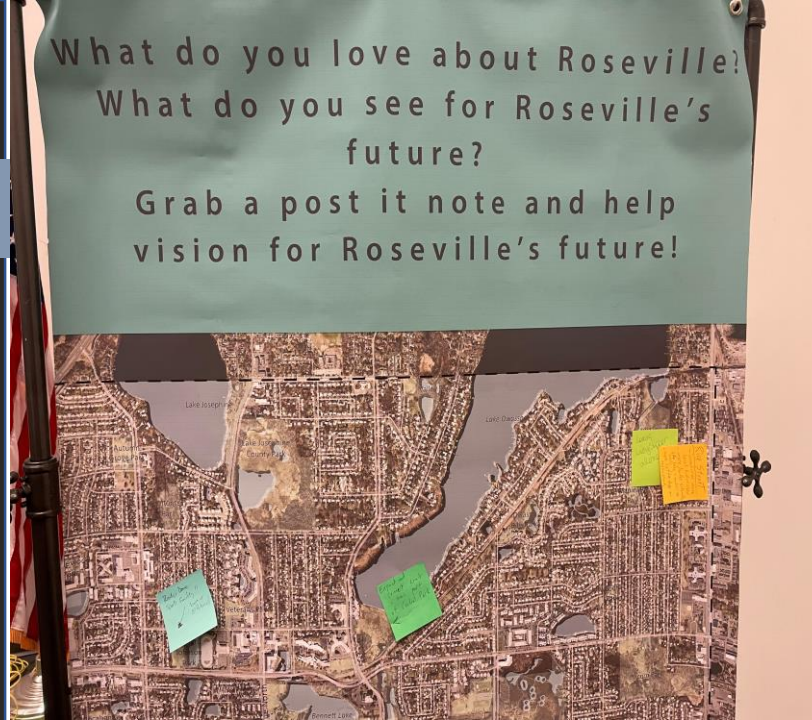
- Community events: 8 live events
- Community organizations: 12 meetings, 20+ conversations

Online engagement: 550+ responses

- Survey
- Interactive map
- Hello Lamp Post
- Business survey (ongoing)

Committees: 2 workshops, dozens of meetings

- Community Advisory Group (CAG)
- Project Management Team/department leads (PMT)
- Project team (meets bi-weekly)



Who Have We Reached?

Online demographics – self identify

- ✓ Good coverage of age with exception of 18 – 24 yrs
- ✓ 85% white, 11% prefer not to answer
- ✓ 93% English, 5% prefer not to answer
- ✓ 6% have a disability
- ✓ 85% live in a single family home
- ✓ 86% live in an owner occupied residence

Community partnerships/events

- ✓ People of color (20-40%)
- ✓ Non-English speakers (20-40%)
- ✓ Youth/students and families
- ✓ Visitors/businesses
- ✓ Students
- ✓ Renters (limited)

Apparent gaps (target in Phase 2)

- ☐ Young adults, 18-24 yrs
- ☐ Residents of apartments/renters
- ☐ Recent immigrants/limited-English

Phase 1 Results (preliminary)

Theme	Ranking
Transportation & Infrastructure	30%
Environment/Sustainability/Parks	23%
Housing & Development	15%
Business & Economy	11%
Community: welcoming, inclusive, respectful, engaged	9%
Safety & Security	5%
Schools, Education, and families	4%
City Services and Civic Engagement	3%
Health & Wellness	1%



Phase 1 Results (preliminary)

- Themes generally align with existing community aspirations
 - Different emphases
 - New themes: Parks and schools
- No major disparities between different engagement types/cohorts
 - The most prevalent theme on HLP was "environment and green space"
 - Diverse cultures tended to prioritize "welcoming and inclusive community" higher
 - Students ranked "safety and security"
 - Community partnerships emphasized "small businesses" and "housing affordability"



What's Next? Phase 2

Purpose:

Here's what we heard? Did we get it right? Can you help us drill down into the details?

- Interactive website update
 - Phase 1 results
 - Very short questionnaire
- Community events: 2-3
- Targeted community activities: 2-3
 - Recent immigrants
 - Renters
 - Young adults
- Promotions
 - Results flyers
 - Community partners networks
 - Email lists
 - In-person
 - You!



Discussion

- What clarifications do you need
- What surprised you?
- Other questions, comments, or feedback?



REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 7.b

Department Approval

City Manager Approval



Item Description: Review and Consider an Ordinance Amending City Code Chapter 309: Massage Therapy

BACKGROUND

The City Council has discussed the regulation of massage therapists and massage therapy establishments (Chapter 309) several times over the past 18 months.

On November 8, 2021, the City Council adopted Ordinance #1607 (Attachment A) that amended Chapter 309 in the following ways:

- Cleaned up existing language to specify that massage therapy establishments that do not comply with federal, state, or local laws may have their license denied, revoked, or not renewed.
- Added language stating that massage therapy establishments shall not have an unlicensed person conduct massage therapy on their premises
- Limited the amount of massage therapy establishment licenses allowed in Roseville to 25.

The City Council directed staff look more broadly at Chapter 309 and bring back other suggested changes at a future date.

On July 25, 2022, staff brought back suggested amendments to Chapter 309. The changes proposed included:

- Prohibiting the transfer of existing Massage Therapy Establishment Licenses
- Allowing for additional information to be required as deemed necessary by the City beyond what is identified in Chapter 309 when a person applies for a massage therapists license
- Allowing other qualified service providers to conduct criminal background checks as part of the licensing review instead of solely relying on the Police Department
- Determining a maximum number of massage therapy establishments in the city. Ordinance #1607 capped the amount of massage therapy establishments to 25

Based on discussion of the City Council and concerns raised by massage therapy establishments with the language prohibiting transfers of Massage Therapy Establishment Licenses, the City Council tabled action on language regarding transfer of licenses. However, the City Council did amend Chapter 309 to limit the number of massage therapy establishments from 25 to 24 to reflect the actual amount establishment licenses in place in Roseville and to allow for additional information from massage therapist applicants to be required as deemed necessary by the City. (Attachment B-Ordinance #1615)

Subsequently, staff has been doing research and working on language with the City Attorney. As a result of that work, staff is bringing forward additional changes to Chapter 309, including language around the transfer of massage therapy establishment licenses. The proposed changes are as follows and outline in Attachment C:

- Added Section 309.01 Purpose and Findings to better articulate the rationale and need for the licensing of massage therapy establishments and massage therapists
- Made adjustments to Section 309.02 including adding a definition of accredited institutions
- Sections 309.03 (Licenses Required, Exceptions), 309.04 (Granting, Denying, Suspending or Revoking Massage Therapy Establishment Licenses), and 309.05 (Granting, Denying, Suspending or Revoking Massage Therapist Licenses), were reorganized for clarity.
- New language was added in Section 309.03 (B), to list exceptions for when a Massage Therapy Establishment License or a Massage Therapist License is not required
- New language was added in Section 309.04 (G) that states the owner/operator of the massage therapy establishment does not need to be licensed as a massage therapist if they do not practice or administer massage to the public
- Section 309.04 (H) was amended to change the total amount of Massage Therapy Establishment Licenses that are allowed in the city from 24 to 10 and the effective date for when the new cap begins as May 1, 2023. It is felt that having 10 massage therapy establishments will allow for better oversight of those businesses by licensing staff and the Police Department. It is expected to take some time before the total number of massage therapy establishments reaches 10 as the current establishments will be allowed to remain in business and renew as long as they meet the provisions of Chapter 309
- New language was added to Section 309.04(I) to state that failure of an establishment to renew their license is considered a new application and is subject to the cap of total licenses
- New language was added to Section 309.05 (A) to require applicants for massage therapist licenses to apply in person at city hall with proof of identity on a government issued document, provide proof of graduation from an accredited institution as defined in the chapter, clarifies that course work of a minimum of 600 hours must be completed from one institution in required subject areas
- New language was added to Section 309.05 (D) regarding conditions for denial of a massage therapist license including unlawful conduct and violations of law relating to the practice of massage therapy regardless of whether such conduct resulted in criminal conviction.
- New language was added to 309.06 (Restrictions and Regulations for Massage Therapy Establishments and Massage Therapist Licenses) in several areas that are as follows:
 - Requirement of a color photo to be displayed with the therapist license at the massage therapy establishment
 - Establishing the right of the City to enter and inspect the licensed premise during open business hours
 - Requiring the business to only provide services as posted in the business
 - Requiring the business to be staffed during posted business hours
 - Prohibiting the massage of certain body parts
 - Requiring the city to be notified if the licensed premises is enlarged, altered, or extended
 - Requiring the massage therapist to work for or own a massage therapy establishment licensed by the city
 - Prohibits the employment of unlicensed massage therapist by establishments
 - Requires proof of local residency (Minnesota or Wisconsin) for the massage therapist establishment managing partner or manager and for massage therapists
- New language was added to Section 309.06 (D) regarding the transfer of an existing Massage Therapy Establishment License. A Massage Therapy Establishment License may be transferred to another person provided they meet the requirements to obtain a license, or be transferred to another location provided the license holder files an application and the location meets the

location requirements. However, a transfer of a Massage Therapy Establishment License is not permitted if any of the following apply:

- The license to be transferred has received notice of the City's intention to revoke such license
- The transfer is to be made after May 1, 2028
- There already was a transfer of the establishment license after May 1, 2023

In effect, the new language allows for only one transfer of a massage therapy establishment in a five year period ending on May 1, 2028 as long as revocation action is not being considered for the establishment and the new license request meets the requirements for Chapter 309

- New language in Section 309.07 stipulates that civil remedies at law or adverse licensing actions can also be utilized along with filing of misdemeanor charges for violations of Chapter 309

Overall, the proposed changes to Chapter 309 will provide a better opportunity for the City to address criminal activity occurring in establishments such as ignoring licensing requirements, sexual assaults by massage therapy establishment employees, and suspected human trafficking.

Combatting human trafficking has been a priority of the Roseville Police Department (RPD) for the past several years. In July 2022, the Roseville Police Department became an affiliate to the Bureau of Criminal Apprehension's Human Trafficking Task Force. The Roseville Police Foundation has also helped fund overtime details to target human trafficking, including illicit massage businesses operating in our community. The partnership and funding have aided RPD in disrupting several cases of human trafficking in our community and leading to numerous arrests and criminal charges.

Even with increased awareness and targeted police enforcement, the illicit massage industry continues to be pervasive and prevalent across the county. This also holds true in Roseville. Even with RPD's efforts to combat these businesses in our community, the illicit massage businesses (often hidden in plain sight) has continued to thrive.

Human trafficking in illicit massage businesses is complex and changing. These cases can be very difficult to investigate and law enforcement and prosecutors often struggle to build solid cases to hold the traffickers accountable. Even when acting on tips and information from the community, gaining the evidence or cooperation needed is often very difficult. It can be challenging to gain cooperation from individuals patronizing the businesses since often they fear being publically exposed or facing criminal charges for their involvement. In addition, the brick and mortar storefronts and business licensing provide cover for sex buyers who can easily claim they were only seeking legitimate massages.

Getting victims to cooperate is even more challenging due to cultural shame, force, and coercion at the hands of the traffickers. Victim's lives are often entirely controlled by the business owners and they have cultural and language barriers, fear of law enforcement, and limited knowledge of their rights and support available to them.

Law enforcement will continue to investigate these cases and do all we can to hold the traffickers accountable. However, law enforcement cannot do it alone and new regulations are needed to help close loopholes and disrupt trafficking operations in our community.

POLICY OBJECTIVE

Among the City's Community Aspirations are to ensure that the community is safe and law-abiding. As mentioned above, criminal activity can occur at massage therapy establishments if proper

134 regulations are not in place. The proposed changes to Chapter 309 will provide for stricter
135 requirements for both massage therapy establishments and massage therapists that will limit the
136 opportunity for criminal activities to occur. In the addition, the changes to Chapter 309 will limit the
137 proliferation of massage therapy establishment and allow for better oversight of the establishments by
138 licensing staff and the Police Department that will ensure that massage therapy establishments are law-
139 abiding and safe.

140

141 **BUDGET IMPLICATIONS**

142 There is no immediate financial impact on the changes to Chapter 309. Eventually, with the limit on
143 the Massage Therapy Establishment Licenses, the city will collect less in license fees.

144 **RACIAL EQUITY IMPACT SUMMARY**

145 According to the findings in ‘*Human Trafficking Task Force Report*’¹, “Human trafficking is prevalent
146 within the massage profession. Research shows that as many as 6,500 illicit (massage) businesses are
147 active in the United States.” The report further states that human trafficking is linked with fraud in
148 massage therapist education and in the licensing pathways. Human trafficking in the massage
149 profession is part of a much larger international problem that creates slavery, bondage, intimidation,
150 violence and trauma. The Trafficking Victim Protection Act of 2004 found that traffickers primarily
151 target women and girls, who are disproportionately affected by poverty, have limited access to
152 education, suffer chronic unemployment, discrimination, and lack economic opportunities in their
153 countries of origin. Traffickers lure women and girls into their networks through false promises of
154 decent working conditions.

155 **STAFF RECOMMENDATION**

156 Staff recommends that the City Council review the proposed amendments to Chapter 309 and provide
157 feedback. If the City Council finds the amendments acceptable, staff recommends that the ordinance
158 amendment and summary be passed. The ordinance amendment has been posted to the City website for
159 the required 10 days.

160 **REQUESTED COUNCIL ACTION**

161 The City Council should review the proposed amendments to Chapter 309 and provide feedback. If the
162 City Council finds the amendments acceptable, a motion to approve an ordinance amending City Code
163 Chapter 309: Massage Therapy as shown in Attachment D and the Ordinance Summary shown in
164 Attachment E would be appropriate.

165

Prepared by: Patrick Trudgeon, City Manager
Attachments: A: Ordinance #1607
B: Ordinance #1615
C: Draft Ordinance (redlined)
D: Draft Ordinance (clean copy)
E: Ordinance Summary
F: Excerpt of Minutes from November 8, 2021 meeting
G: Excerpt of Minutes from July 25, 2022 meeting
H: Presentation

1 Human Trafficking Task Force Report. *Federation of State Massage Therapy Boards*.
<https://www.fsmtb.org/media/1606/http-report-final-web.pdf> 2017.

ORDINANCE NO. 1607

**AN ORDINANCE AMENDING
TITLE 3, SECTION 309
MASSAGE THERAPY**

The City Council of the City of Roseville does ordain:

SECTION 1: Title 3, Section 309.03 (D), (F) and (G), Granting, Denying or Revoking of Massage Therapy Establishment Licenses of the Roseville City Code is amended to read as follows:

- D. ~~History of Violations~~ Compliance with Laws: Licenses may be denied, revoked, or reissued not renewed if the applicant, licensee, or employee, contractor, or agent of the same fails to comply with ~~or have a history of violations of the laws or ordinances~~ federal, state, or local laws which apply to health, safety or moral turpitude.
- F. Unlicensed Operators: No Massage Therapy Establishments may permit any person to conduct massage therapy on the licensed premises who is not fully licensed under this Chapter as a Massage Therapist.
- G. Total Licenses: After November 9, 2021, no new Massage Therapy Establishment licenses shall be issued and no Massage Therapy Establishment licenses shall be reinstated following denial, revocation, or non-renewal unless fewer than twenty-five (25) total Massage Therapy Establishment licenses exist in the City. Thereafter, the total Massage Therapy Establishment licenses in the City shall not exceed twenty-five (25) at any one time.

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

Passed by the City Council of the City of Roseville this 8th day of November 2021.



CITY OF ROSEVILLE

BY: _____

Daniel J. Roe, Mayor

ATTEST:

BY: _____

Patrick Trudgeon, City Manager

Underline reflects new language, ~~strikethrough~~ reflects deleted language

ORDINANCE NO. 1615

**AN ORDINANCE AMENDING
TITLE 3, SECTION 309
MASSAGE THERAPY**

The City Council of the City of Roseville does ordain:

SECTION 1: Title 3, Section 309.03 (G), Granting, Denying or Revoking of Massage Therapy Establishment Licenses of the Roseville City Code is amended to read as follows:

- G. Total Licenses: After ~~November 9, 2021~~ July 25, 2022 no new Massage Therapy Establishment licenses shall be issued, and no Massage Therapy Establishment licenses shall be reinstated following denial, revocation, or non-renewal unless fewer than ~~twenty-five (25)~~ twenty-four (24) total Massage Therapy Establishment licenses exist in the City. Thereafter, the total Massage Therapy Establishment licenses in the City shall not exceed ~~twenty-five (25)~~ twenty-four (24) at any one time.

SECTION 2: Title 3, Section 309.04 (A) and (C), Licenses for Massage Therapists of the Roseville City Code is amended to read as follows:

- A. Application for License: Any person desiring to be licensed as a massage therapist shall file an application on forms provided by the City Manager. The application shall contain such information as the City Manager may require, including, but not limited to: (Ord. 1329, 11-14-05)
1. The applicant's full name, address, social security number and written proof of age.
 2. The name and address of the licensed massage therapy establishment by which the applicant expects to be employed.
 3. A statement concerning whether the person has been convicted of or entered a plea of guilty to any crime or ordinance violation and, if so, information as to the time, place and nature of such crime or offense.
 4. Proof that the applicant meets the following educational requirements:
 - a. A diploma or certificate of graduation from a school approved by the American Massage Therapist Association or other similar reputable massage association; or
 - b. A diploma or certificate of graduation from a school which is either accredited by a recognized educational accrediting association or agency or is licensed by the State or local government agency having jurisdiction over the school.
 - c. Each applicant shall also furnish proof at the time of application of a minimum of 600 hours of successfully completed course work in the following areas:
 - (1) The theory and practice of massage, including, but not limited to, Swedish, Esalen, Shiatsu and/or foot reflexology techniques; and
 - (2) Anatomy, including, but not limited to, skeletal and muscular structure and organ placement; and
 - (3) Hygiene.

Underline reflects new language, ~~strike through~~ reflects deleted language

C. Review of Application: Notwithstanding Section 301.02 of City Code, License applications shall be reviewed and decided upon by the City Manager or designee and shall include a review by the Police Department or other qualified service providers in conducting and completing criminal background checks.

SECTION 3: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this 25th day of July, 2022.

(SEAL)

CITY OF ROSEVILLE

BY: _____

Daniel J. Roe, Mayor

ATTEST:

BY: _____

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE NO. ____

AN ORDINANCE AMENDING

TITLE 3 Chapter 309

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 309 OF THE ROSEVILLE
CITY CODE TO AMEND REQUIREMENTS FOR MASSAGE ESTABLISHMENT
AND MASSAGE THERAPIST LICENSES**

THE CITY COUNCIL OF CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 3 Chapter 309 of the Roseville City Code is amended, restated and renumbered to read as follows:

SECTION:

- 309.01: Purpose and Findings
- 309.02: Definitions
- 309.03: License Required, Exceptions for Massage Therapy Establishment
- 309.04: Practice of Massage Therapy Only by Licensed Persons Granting, Denying, Suspending, or Revoking Rescinding of Massage Therapy Establishment Licenses
- 309.05: Revocation or Suspension of License Granting, Denying, Suspending, Or Revoking Of Massage Therapist Licenses
- 309.06: Restrictions and Regulations For Massage Therapy Establishments And Massage Therapist Licenses
- 309.07: Violations, Penalty

309.01: PURPOSE AND FINDINGS

The purpose of this Chapter of the city code is to prohibit massage businesses and services to the public except those licensed as massage therapy establishments and massage therapists pursuant to this Chapter. The licensing regulations prescribed herein are necessary in order to prevent criminal activity and to protect the health and welfare of the community. The purpose of this Chapter is not to impose restrictions or limitations on the freedom of protected speech or expression.

The City Council makes the following findings regarding the need to license massage therapy establishments and massage therapists and to prohibit all other types of massage businesses and services to the public.

- A. Persons who have bona fide and standardized training in therapeutic massage, health and hygiene can provide a legitimate and necessary service to the general public.

- B. Health and sanitation regulations governing massage therapy establishments and massage therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
- C. License qualifications for the restrictions on massage therapy establishments and massage therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
- D. Massage services provided by persons with no specialized and standardized training in massage can endanger citizens by facilitating the spread of communicable diseases, by exposing citizens to unhealthy and unsanitary conditions, and by increasing the risk of personal injury.
- E. Massage businesses which employ persons with no specialized and standardized training can tax city law-enforcement services, because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with standardized training. Fewer of such businesses will reduce the drain on law enforcement.
- F. The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest measure of protecting the public health, safety and welfare.

309.02 DEFINITIONS:

As used in this Chapter, the following words and terms shall have the meanings ascribed to them in this Section:

ACCREDITED INSTITUTION: An educational institution holding accredited status with the Minnesota Office of Higher Education or the United States Department of Education.

CHAIR MASSAGE: A massage provided to a fully-clothed individual, and limited to the neck, shoulders, arms, and back, where the massage is not provided in a massage therapy establishment; and provided the individual giving the massage meets the requirements specified in Section ~~309.05(A)~~ 309.04 (A). (Ord. 1329, 11-14-05)

MASSAGE THERAPIST: A person who practices or administers massage therapy to the public.

MASSAGE THERAPY: The rubbing, stroking, kneading, tapping or rolling of the body with the hands or other parts of the body for the exclusive purposes of relaxation, physical fitness or beautification and for no other purpose. ~~The practice of massage therapy is hereby declared to be distinct from the licensed practice of medicine, osteopathy, chiropractic, physical therapy, podiatry and nursing, as well as athletic coaches and trainers. Persons engaged in those professions are exempt from the provisions of this Chapter.~~

MASSAGE THERAPY ESTABLISHMENT: Any room, or premise wherein a person may receive a massage from a licensed massage therapist for a fee; where massages are given on more than 14 calendar days in any given calendar year that does not meet the description of 309.03(B). (Ord. 1329, 11- 14-05)

SANITARY: Free from the vegetative cells of pathogenic microorganisms. (Ord. 1142, 6-13-1994)

~~309.02 LICENSE FOR MASSAGE THERAPY ESTABLISHMENT~~

~~A. License Required: No person shall engage in the business of operating a massage therapy establishment within the City without first having obtained the required license.~~

~~B. Application Fee: The initial application for a license shall be made by completing an application form provided by and containing such information as required by the City Manager and by paying a nonrefundable application fee, as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)~~

~~C. Separate License Required Fee: A separate license shall be obtained for each place of business, the fee for which shall be as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)~~

309.03 LICENSE REQUIRED, EXCEPTIONS.

A. License Required: No person shall engage in the business of operating a massage therapy establishment or perform massage therapy in the City without first having obtained the required license.

B. Massage Therapy Establishment Exceptions: A massage therapy establishment license is not required for entities duly licensed or operating as a hospital, nursing home, hospice, sanitarium or group home established for the hospitalization or care of human beings provided the massage is administered only to the residents or patients of the facility as part of their care and not provided as a part of a separate service.

C. Massage Therapy License Exceptions: A massage therapy license is not required for the following persons:

1. Persons duly licensed as a doctor by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy or podiatry, provided the massage is administered in the regular course of the medical business as it prepares the patient for a medical procedure or complements a medical procedure previously performed on the patient and not provided as part of a separate and distinct massage business.

2. Persons working solely under the direction and control of a duly licensed doctor by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy, podiatry, dentistry or a medical professional licensed under M.S. Chapters 147 and 148, as they may be amended from time to time, provided the massage is administered on the premises of the medical business;

3. Students of an accredited institution who are performing massage services in the course of a clinical component of an accredited program of study, provided that the students are performing the massage services

at the location of the accredited institution and provided the students are identified to the public as students of massage therapy.

309.04 GRANTING, DENYING, SUPENDING OR REVOKING OF MASSAGE THERAPY ESTABLISHMENT LICENSES

- A. Application Fee: The initial application for a license shall be made by completing an application form provided by and containing such information as required by the City Manager and by paying a nonrefundable application fee, as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)
- B. Separate License Required Fee: A separate license shall be obtained for each place of business, the fee for which shall be as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)
- C. Zoning Compliance: Massage Therapy Establishment licenses may be granted only to establishments associated with and operating within the confines of and incidental to a properly zoned beauty parlor (salon), health club, office, shopping mall, or similar areas open to the public. (Ord. 1329, 11-14-05)
- D. Building, Safety and Sanitation Regulations: Licenses may be denied, revoked, or not renewed if the premises of the massage therapy establishments do not meet the requirements of the City Council, and of the building, safety and sanitation regulations of the City and State.
- E. Fraud or Deception: Licenses may be denied, revoked, or not renewed if there is any fraud or deception involved in the license application.
- F. Compliance with Laws: Licenses may be denied, revoked, or not renewed if the applicant, licensee, or employee, contractor, or agent of the same fails to comply with federal, state, or local laws which apply to health, safety or moral turpitude. (Ord 1607, 11-08-2021)
- ~~G. Unlicensed Operators: No Massage Therapy Establishments may permit any person to conduct massage therapy on the licensed premises who is not fully licensed under this Chapter as a Massage Therapist. (Ord 1607, 11-08-2021)~~
- G. The owner/operator of a Massage Therapy Establishment need not be licensed as a massage therapist if he or she does not at anytime practice or administer massage to the public.
- H. ~~Total Licenses: After July 25, 2022 May 1, 2023, no new Massage Therapy Establishment licenses shall be issued and no Massage Therapy Establishment licenses shall be reinstated following denial, revocation, or non-renewal unless fewer than twenty-four (24) ten (10) total Massage Therapy Establishment licenses exist in the City. Thereafter, the total Massage Therapy Establishment licenses in the City shall not exceed twenty-four (24) ten(10) at any one time. (Ord 1607, 11-08-2021) (Ord 1615, 07-25-2022)~~
- I. Failure to renew requires new application. If a current license holder fails to renew such license when required, such license holder must then submit a new license application. In such case, the new application will be subject to the cap on total licenses.

- J. Additional Conditions: The City Council may attach such reasonable conditions to the license as it, in its sole discretion, deems to be appropriate. (Ord. 1142, 6- 13-1994) (Ord. 1283, 6-16-03)

309.05: GRANTING, DENYING, SUSPENDING, OR REVOCATION REVOKING OF MASSAGE THERAPIST LICENSES:

- A. Application for License: Any person desiring to be licensed as a massage therapist shall file an application in person at city hall on forms provided by the City Manager. The application shall contain such information as the City Manager may require, including, but not limited to: (Ord. 1329, 11-14-05) (Ord 1615 07-25-2022)
1. The applicant's full name, address, social security number and written proof of age issued by a government agency which may not be expired.
 2. The name and address of the licensed massage therapy establishment by which the applicant ~~expects to~~ will be employed.
 3. A statement concerning whether the person has been convicted of or entered a plea of guilty to any crime or ordinance violation and, if so, information as to the time, place and nature of such crime or offense.
 4. Proof that the applicant meets the following educational requirements:
 - a. A diploma or certificate of graduation from ~~an Accredited Institution as defined herein. a school approved by the American Massage Therapist Association or other similar reputable massage association; or~~
 - b. ~~A diploma or certificate of graduation from a school which is either accredited by a recognized educational accrediting association or agency or is licensed by the State or local government agency having jurisdiction over the school.~~
 - b. Each applicant shall also furnish proof at the time of application of a minimum of 600 hours of successfully completed course work by a single provider through an official copy of the transcript of academic record from the school issuing the training, degree or diploma in the following areas:
 - 1) The theory and practice of massage, including, but not limited to, Swedish, Esalen, Shiatsu and/or foot reflexology techniques; and
 - 2) Anatomy, including, but not limited to, skeletal and muscular structure and organ placement; and
 - 3) Anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice.
- B. Fee: The annual license fee for a massage therapist is as established by the City Fee Schedule in Section 314.05. Ord. 1329, 11-14-05)
- C. Review of Application: Notwithstanding Section 301.02 of City Code, License applications shall be reviewed and decided upon by the City Manager or designee and shall include a review by the Police Department or other qualified service providers in conducting and completing criminal background checks. (Ord 1615, 07-25-2022)

D. Denial of Application: The license application may be denied for any of the following reasons:

1. Fraudulent Statements: The application contains false, fraudulent, or deceptive statements.
2. Prior Conviction: The applicant has been convicted of or entered a plea of guilty within the previous three years to a violation of this Chapter or of any other law regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, ~~pandering, or indecent conduct or keeping of a disorderly house.~~
3. Noncompliance: The applicant has not complied with a provision of this Chapter.
4. Underage: The applicant is less than eighteen (18) years of age. (Ord. 1142, 6- 13-94)
5. Prior Denial, Revocation, or Suspension: The applicant has had a massage therapist license denied, revoked, or suspended in another jurisdiction.
6. Violation of Chapter: A violation of any provision of this Chapter.
7. Unlawful Conduct. Any unlawful conduct including, but not limited to, criminal sexual conduct, prostitution, or indecent conduct, regardless of whether such conduct resulted in a criminal conviction.
8. Violations of Law Relating to Practice of Massage Therapy. Any violation of laws or ordinances relating to the practice of massage therapy, regardless of whether such conduct resulted in a criminal conviction.
9. In the event of a license denial based solely or in part on a criminal conviction, the City will follow the process outlined in Minnesota Statutes Chapter 364.
10. Lack of Skill: Exhibition of a demonstrable lack of skill in the practice of massage therapy. (Ord. 1142, 6-13-94)

~~309.05: DENYING, OR REVOCATION OF MASSAGE THERAPIST LICENSES:~~

~~A massage therapist license may be denied or revoked for any of the following reasons:~~

- ~~A. Application Fraud: Fraud, deception or misrepresentation in connection with the registration application.~~
- ~~B. Violation of Chapter: A violation of any provision of this Chapter.~~
- ~~C. Criminal Conviction: Conviction of a criminal sexual conduct, prostitution, pandering, indecent conduct or keeping a disorderly house.~~
- ~~D. Conviction Arising out of Practice of Massage Therapy: Conviction of any crime or ordinance violation arising out of the practice of massage therapy.~~
- ~~E. Lack of Skill: Exhibition of a demonstrable lack of skill in the practice of massage therapy. (Ord. 1142, 6-13-94)~~

309.06: RESTRICTIONS AND REGULATIONS FOR MASSAGE THERAPY ESTABLISHMENTS AND MASSAGE THERAPIST LICENSES:

- 273 A. Display of License: Any person registered as a massage therapist hereunder
 274 shall display such license, with a color photo or a true copy thereof, in a
 275 prominent place at such person's place of employment on the premises at which
 276 the therapist is employed.
- 277 B. Identification: Upon demand of any police officer at the place of employment,
 278 any person licensed hereunder shall produce correct identification, identifying
 279 himself/herself by his/her true legal name and correct address.
- 280 C. Inspection: ~~During business hours, all massage therapy establishments shall be~~
 281 ~~open to inspection by City Building and License Inspectors, Health Officers~~
 282 ~~and police officers. The issuing authority, or designee, and/or the City Police~~
 283 ~~Department shall have the right to enter and inspect the licensed premise during~~
 284 ~~the hours in which the licensed premise is open for business.~~
- 285 D. Therapist, Change of Location: Any person licensed hereunder shall practice
 286 ~~massage only at such location or locations as are designated in the license. Any~~
 287 ~~person registered hereunder shall inform the City Manager, in writing, of any~~
 288 ~~change in location prior to its occurrence.~~
- 289 D. Transfer of establishment license. A Massage Establishment License may be
 290 transferred by a license holder to another person at the licensed location,
 291 provided that the transferee files a license application and meets the
 292 requirements to hold a license. A Massage Establishment License may be
 293 transferred by a license holder to another location to be operated by that license
 294 holder, provided that the license holder files a license application and the new
 295 location meets the location requirements. Notwithstanding the ability to transfer
 296 an establishment license mentioned above, no transfer shall be permitted if any
 297 of the following apply:
- 298 a. The license to be transferred has received notice of the City's intention to
 299 revoke such license, unless, after reasonable notice and an opportunity for
 300 the licensee to be heard, the license is not revoked.
- 301 b. The transfer is to be made on or after May 1, 2028.
- 302 c. There was a transfer of the Massage Establishment License at that location
 303 after May 1, 2023.
- 304 E. Hours: No customers or patrons shall be allowed to enter or remain on the
 305 licensed premises after 9:00 P.M. or before 8:00 A.M. daily.
- 306 F. The establishment may only provide services during business hours which must
 307 be posted on the door. The business must be staffed at all times during such
 308 posted hours.
- 309 G. Alcohol or Drugs Prohibited: No beer, liquor, narcotic drug or controlled
 310 substance, as such terms are defined by State statutes or the City Code shall be
 311 permitted on licensed premises.
- 312 H. Violation of Building, Safety or Health Regulations: Violation of any law or
 313 regulation relating to building, safety or health shall be grounds for revocation
 314 or any license.
- 315 I. Locks on Doors: There shall be no locks on doors of massage rooms.
- 316 J. Appropriate Covering Required:
- 317 a. Patron: Whenever a massage is given, it shall be required by the
 318 massage therapist that the person who is receiving the massage shall

have her breasts and his/her buttocks and genitals covered with a nontransparent material. For purposes of receiving a chair massage, patrons must stay fully-clothed at all times. (Ord. 1329, 11-14-05)

- b. Therapist: Any massage therapists performing any massages shall at all times have her breasts and his/her buttocks and genitals covered with a nontransparent material. (Ord. 1142, 6-13-94)

K. Massage of certain body parts prohibited. At no time shall the massage therapist intentionally massage or offer to massage the penis, scrotum, mons veneris, vulva or vaginal area of a person.

L. With the exception of chair massages, all other types of massages shall take place in a private room subject to the conditions and restrictions noted above. (Ord. 1329, 11-14-05) (Ord. 1529, 6/19/2017)

M. Licensed premises: A massage therapy establishment license is only effective for the compact and contiguous space specified in the approved license application. If the licensed premises is enlarged, altered or extended, the licensee shall inform the issuing authority.

N. Affiliation with establishment is required. A massage therapist must be employed by, contractually affiliated with or own a massage therapy establishment licensed by the city, unless a person or entity is specifically exempted from obtaining a massage therapy establishment license in section 309.03 of this code.

O. Employment of unlicensed massage therapists prohibited. No massage therapy establishment shall employ or use any person to perform massage who is not licensed as a massage therapist under this Chapter unless the person is specifically exempted from obtaining a therapist license in section 309.03 of this code.

P. Proof of local residency required. In the case of a massage therapy establishment license, the licensee, managing partner or manager of the licensed premises must show proof of residency in Minnesota or Wisconsin. In the case of massage therapists, the licensee must show proof of residency in Minnesota or Wisconsin.

Q. Posting of rates. All massage enterprise businesses must post their rates for service in a prominent place in the entrance or lobby of the business.

309.07: VIOLATIONS, PENALTY:

~~Every person who violates this Chapter is guilty of a misdemeanor. (Ord. 1142, 6-13-94)~~

In addition to any civil remedies at law and/or adverse licensing actions, every violation of this Chapter shall constitute a misdemeanor and every person so violating this Chapter is subject to criminal prosecution.

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

365 Passed by the City Council of the City of Roseville this ____ day of _____ 2023.
366
367

Signatures as follows on separate page:

***Ordinance –AN ORDNANCE AMENDNG TITLE 3 CHAPTER 309 OF THE
ROSEVILE CITY CODE TO AMEND REQUIREMNTS FOR MASSAGE
ESTALBISHMENT AND MASSAGE THERAPIST LICENSES.***

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

**City of Roseville
ORDINANCE NO. ____**

AN ORDINANCE AMENDING

TITLE 3 Chapter 309

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 309 OF THE ROSEVILLE
CITY CODE TO AMEND REQUIREMENTS FOR MASSAGE ESTABLISHMENT
AND MASSAGE THERAPIST LICENSES**

THE CITY COUNCIL OF CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 3 Chapter 309 of the Roseville City Code is amended, restated
and renumbered to read as follows:

SECTION:

- 309.01: Purpose and Findings
- 309.02: Definitions
- 309.03: License Required, Exceptions
- 309.04: Granting, Denying, Suspending, or Revoking of Massage Therapy
Establishment Licenses
- 309.05: Granting, Denying, Suspending, or Revoking Of Massage Therapist
Licenses
- 309.06: Restrictions and Regulations for Massage Therapy Establishments and
Massage Therapist Licenses
- 309.07: Violations, Penalty

309.01: PURPOSE AND FINDINGS

The purpose of this Chapter of the city code is to prohibit massage businesses and services to the public except those licensed as massage therapy establishments and massage therapists pursuant to this Chapter. The licensing regulations prescribed herein are necessary in order to prevent criminal activity and to protect the health and welfare of the community. The purpose of this Chapter is not to impose restrictions or limitations on the freedom of protected speech or expression.

The City Council makes the following findings regarding the need to license massage therapy establishments and massage therapists and to prohibit all other types of massage businesses and services to the public.

- A. Persons who have bona fide and standardized training in therapeutic massage, health and hygiene can provide a legitimate and necessary service to the general public.

- B. Health and sanitation regulations governing massage therapy establishments and massage therapists can minimize the risk of the spread of communicable diseases and can promote overall health and sanitation.
- C. License qualifications for the restrictions on massage therapy establishments and massage therapists can minimize the risk that such businesses and persons will facilitate prostitution and other criminal activity in the community.
- D. Massage services provided by persons with no specialized and standardized training in massage can endanger citizens by facilitating the spread of communicable diseases, by exposing citizens to unhealthy and unsanitary conditions, and by increasing the risk of personal injury.
- E. Massage businesses which employ persons with no specialized and standardized training can tax city law-enforcement services, because such businesses are more likely to be operated as fronts for prostitution and other criminal activity than operations established by persons with standardized training. Fewer of such businesses will reduce the drain on law enforcement.
- F. The training of professional massage therapists at accredited institutions is an important means of ensuring the fullest measure of protecting the public health, safety and welfare.

309.02 DEFINITIONS:

As used in this Chapter, the following words and terms shall have the meanings ascribed to them in this Section:

ACCREDITED INSTITUTION: An educational institution holding accredited status with the Minnesota Office of Higher Education or the United States Department of Education.

CHAIR MASSAGE: A massage provided to a fully-clothed individual, and limited to the neck, shoulders, arms, and back, where the massage is not provided in a massage therapy establishment; and provided the individual giving the massage meets the requirements specified in Section 309.05(A). (Ord. 1329, 11-14-05)

MASSAGE THERAPIST: A person who practices or administers massage therapy to the public.

MASSAGE THERAPY: The rubbing, stroking, kneading, tapping or rolling of the body with the hands or other parts of the body for the exclusive purposes of relaxation, physical fitness or beautification and for no other purpose.

MASSAGE THERAPY ESTABLISHMENT: Any room, or premise wherein a person may receive a massage from a licensed massage therapist for a fee; where massages are given on more than 14 calendar days in any given calendar year that does not meet the description of 309.03(B). (Ord. 1329, 11- 14-05)

SANITARY: Free from the vegetative cells of pathogenic microorganisms. (Ord. 1142, 6-13-1994)

309.03 LICENSE REQUIRED, EXCEPTIONS.

- A. License Required: No person shall engage in the business of operating a massage therapy establishment or perform massage therapy in the City without first having obtained the required license.
- B. Massage Therapy Establishment Exceptions: A massage therapy establishment license is not required for entities duly licensed or operating as a hospital, nursing home, hospice, sanitarium or group home established for the hospitalization or care of human beings provided the massage is administered only to the residents or patients of the facility as part of their care and not provided as a part of a separate service.
- C. Massage Therapy License Exceptions: A massage therapy license is not required for the following persons:
 - 1. Persons duly licensed as a doctor by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy or podiatry, provided the massage is administered in the regular course of the medical business as it prepares the patient for a medical procedure or complements a medical procedure previously performed on the patient and not provided as part of a separate and distinct massage business.
 - 2. Persons working solely under the direction and control of a duly licensed doctor by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy, podiatry, dentistry or a medical professional licensed under M.S. Chapters 147 and 148, as they may be amended from time to time, provided the massage is administered on the premises of the medical business;
 - 3. Students of an accredited institution who are performing massage services in the course of a clinical component of an accredited program of study, provided that the students are performing the massage services at the location of the accredited institution and provided the students are identified to the public as students of massage therapy.

309.04 GRANTING, DENYING, SUPENDING OR REVOKING OF MASSAGE THERAPY ESTABLISHMENT LICENSES

- A. Application Fee: The initial application for a license shall be made by completing an application form provided by and containing such information as required by the City Manager and by paying a nonrefundable application fee, as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)
- B. Separate License Required Fee: A separate license shall be obtained for each place of business, the fee for which shall be as established by the City Fee Schedule in Section 314.05. (Ord. 1329, 11-14-05)
- C. Zoning Compliance: Massage Therapy Establishment licenses may be granted only to establishments associated with and operating within the confines of and incidental to a properly zoned beauty parlor (salon), health club, office, shopping mall, or similar areas open to the public. (Ord. 1329, 11-14-05)

- D. Building, Safety and Sanitation Regulations: Licenses may be denied, revoked, or not renewed if the premises of the massage therapy establishments do not meet the requirements of the City Council, and of the building, safety and sanitation regulations of the City and State.
- E. Fraud or Deception: Licenses may be denied, revoked, or not renewed if there is any fraud or deception involved in the license application.
- F. Compliance with Laws: Licenses may be denied, revoked, or not renewed if the applicant, licensee, or employee, contractor, or agent of the same fails to comply with federal, state, or local laws which apply to health, safety or moral turpitude. (Ord 1607, 11-08-2021)
- G. The owner/operator of a Massage Therapy Establishment need not be licensed as a massage therapist if he or she does not at anytime practice or administer massage to the public.
- H. Total Licenses: After May 1, 2023, no new Massage Therapy Establishment licenses shall be issued and no Massage Therapy Establishment licenses shall be reinstated following denial, revocation, or non-renewal unless fewer than ten (10) total Massage Therapy Establishment licenses exist in the City. Thereafter, the total Massage Therapy Establishment licenses in the City shall not exceed (10) at any one time. (Ord 1607, 11-08-2021) (Ord 1615, 07-25-2022)
- I. Failure to renew requires new application. If a current license holder fails to renew such license when required, such license holder must then submit a new license application. In such case, the new application will be subject to the cap on total licenses.
- J. Additional Conditions: The City Council may attach such reasonable conditions to the license as it, in its sole discretion, deems to be appropriate. (Ord. 1142, 6- 13-1994) (Ord. 1283, 6-16-03)

309.05: GRANTING, DENYING, SUSPENDING, OR REVOCATION-REVOKING OF MASSAGE THERAPIST LICENSES:

- A. Application for License: Any person desiring to be licensed as a massage therapist shall file an application in person at city hall. The application shall contain such information as the City Manager may require, including, but not limited to: (Ord. 1329, 11-14-05) (Ord 1615 07-25-2022)
 - 1. The applicant's full name, address, social security number and written proof of age issued by a government agency which may not be expired.
 - 2. The name and address of the licensed massage therapy establishment by which the applicant will be employed.
 - 3. A statement concerning whether the person has been convicted of or entered a plea of guilty to any crime or ordinance violation and, if so, information as to the time, place and nature of such crime or offense.
 - 4. Proof that the applicant meets the following educational requirements:
 - a. A diploma or certificate of graduation from—an Accredited Institution as defined herein
 - b. Each applicant shall also furnish proof at the time of application of a minimum of 600 hours of successfully completed course work by a single provider through an official copy of the transcript of

academic record from the school issuing the training, degree or diploma in the following areas:

- 1) The theory and practice of massage, including, but not limited to, Swedish, Esalen, Shiatsu and/or foot reflexology techniques; and
- 2) Anatomy, including, but not limited to, skeletal and muscular structure and organ placement; and
- 3) Anatomy, physiology, hygiene, ethics, massage theory and research, and massage practice.

B. Fee: The annual license fee for a massage therapist is as established by the City Fee Schedule in Section 314.05. Ord. 1329, 11-14-05)

C. Review of Application: Notwithstanding Section 301.02 of City Code, License applications shall be reviewed and decided upon by the City Manager or designee and shall include a review by the Police Department or other qualified service providers in conducting and completing criminal background checks. (Ord 1615, 07-25-2022)

D. Denial of Application: The license application may be denied for any of the following reasons:

1. Fraudulent Statements: The application contains false, fraudulent, or deceptive statements.
2. Prior Conviction: The applicant has been convicted of or entered a plea of guilty within the previous three years to a violation of this Chapter or of any other law regulating the practice of massage, or of any law prohibiting criminal sexual conduct, prostitution, or indecent conduct.
3. Noncompliance: The applicant has not complied with a provision of this Chapter.
4. Underage: The applicant is less than eighteen (18) years of age. (Ord. 1142, 6- 13-94)
5. Prior Denial, Revocation, or Suspension: The applicant has had a massage therapist license denied, revoked, or suspended in another jurisdiction.
6. Violation of Chapter: A violation of any provision of this Chapter.
7. Unlawful Conduct. Any unlawful conduct including, but not limited to, criminal sexual conduct, prostitution, or indecent conduct, regardless of whether such conduct resulted in a criminal conviction.
8. Violations of Law Relating to Practice of Massage Therapy. Any violation of laws or ordinances relating to the practice of massage therapy, regardless of whether such conduct resulted in a criminal conviction.
9. In the event of a license denial based solely or in part on a criminal conviction, the City will follow the process outlined in Minnesota Statutes Chapter 364.
10. Lack of Skill: Exhibition of a demonstrable lack of skill in the practice of massage therapy. (Ord. 1142, 6-13-94)

309.06: RESTRICTIONS AND REGULATIONS FOR MASSAGE THERAPY
ESTABLISHMENTS AND MASSAGE THERAPIST LICENSES:

- A. Display of License: Any person registered as a massage therapist hereunder shall display such license, with a color photo or a true copy thereof, on the premises at which the therapist is employed.
- B. Identification: Upon demand of any police officer at the place of employment, any person licensed hereunder shall produce correct identification, identifying himself/herself by his/her true legal name and correct address.
- C. Inspection: The issuing authority, or designee, and/or the City Police Department shall have the right to enter and inspect the licensed premise during the hours in which the licensed premise is open for business.
- D. Transfer of establishment license. A Massage Establishment License may be transferred by a license holder to another person at the licensed location, provided that the transferee files a license application and meets the requirements to hold a license. A Massage Establishment License may be transferred by a license holder to another location to be operated by that license holder, provided that the license holder files a license application and the new location meets the location requirements. Notwithstanding the ability to transfer an establishment license mentioned above, no transfer shall be permitted if any of the following apply:
 - a. The license to be transferred has received notice of the City's intention to revoke such license, unless, after reasonable notice and an opportunity for the licensee to be heard, the license is not revoked.
 - b. The transfer is to be made on or after May 1, 2028.
 - c. There was a transfer of the Massage Establishment License at that location after May 1, 2023.
- E. Hours: No customers or patrons shall be allowed to enter or remain on the licensed premises after 9:00 P.M. or before 8:00 A.M. daily.
- F. The establishment may only provide services during business hours which must be posted on the door. The business must be staffed at all times during such posted hours.
- G. Alcohol or Drugs Prohibited: No beer, liquor, narcotic drug or controlled substance, as such terms are defined by State statutes or the City Code shall be permitted on licensed premises.
- H. Violation of Building, Safety or Health Regulations: Violation of any law or regulation relating to building, safety or health shall be grounds for revocation or any license.
- I. Locks on Doors: There shall be no locks on doors of massage rooms.
- J. Appropriate Covering Required:
 - a. Patron: Whenever a massage is given, it shall be required by the massage therapist that the person who is receiving the massage shall have her breasts and his/her buttocks and genitals covered with a nontransparent material. For purposes of receiving a chair massage, patrons must stay fully-clothed at all times. (Ord. 1329, 11-14-05)

- b. Therapist: Any massage therapists performing any massages shall at all times have her breasts and his/her buttocks and genitals covered with a nontransparent material. (Ord. 1142, 6-13-94)
- K. Massage of certain body parts prohibited. At no time shall the massage therapist intentionally massage or offer to massage the penis, scrotum, mons veneris, vulva or vaginal area of a person.
- L. With the exception of chair massages, all other types of massages shall take place in a private room subject to the conditions and restrictions noted above. (Ord. 1329, 11-14-05) (Ord. 1529, 6/19/2017)
- M. Licensed premises: A massage therapy establishment license is only effective for the compact and contiguous space specified in the approved license application. If the licensed premises is enlarged, altered or extended, the licensee shall inform the issuing authority.
- N. Affiliation with establishment is required. A massage therapist must be employed by, contractually affiliated with or own a massage therapy establishment licensed by the city, unless a person or entity is specifically exempted from obtaining a massage therapy establishment license in section 309.03 of this code.
- O. Employment of unlicensed massage therapists prohibited. No massage therapy establishment shall employ or use any person to perform massage who is not licensed as a massage therapist under this Chapter unless the person is specifically exempted from obtaining a therapist license in section 309.03 of this code.
- P. Proof of local residency required. In the case of a massage therapy establishment license, the licensee, managing partner or manager of the licensed premises must show proof of residency in Minnesota or Wisconsin. In the case of massage therapists, the licensee must show proof of residency in Minnesota or Wisconsin.
- Q. Posting of rates. All massage enterprise businesses must post their rates for service in a prominent place in the entrance or lobby of the business.

309.07: VIOLATIONS, PENALTY:

In addition to any civil remedies at law and/or adverse licensing actions, every violation of this Chapter shall constitute a misdemeanor and every person so violating this Chapter is subject to criminal prosecution.

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

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

Signatures as follows on separate page:

***Ordinance –AN ORDNANCE AMENDNG TITLE 3 CHAPTER 309 OF THE
ROSEVILE CITY CODE TO AMEND REQUIREMNTS FOR MASSAGE
ESTALBISHMENT AND MASSAGE THERAPIST LICENSES.***

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE SUMMARY NO. _____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
AMENDMENT TO TITLE 3, SECTION 309 OF THE
ROSEVILLE CITY CODE IN ORDER TO AMEND CERTAIN
REQUIREMENTS FOR MASSAGE ESTABLISHMENT AND
MASSAGE THERAPIST LICENSES.**

SECTION 1: The City Council of the City of Roseville, on April 10, 2023, adopted Ordinance No. 1631. Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps.

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

SECTION 2: The following is the official summary of Ordinance No. 1631 approved by the City Council of Roseville on April 10, 2023 and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On April 10, 2023, the City Council of the City of Roseville adopted Ordinance No. ____, an ordinance: "The Amendment to Title 3, Section 309 Of The Roseville City Code In Order To Amend Certain Requirements For Massage Establishment And Massage Therapist Licenses." The Ordinance amends the requirements for issuance of the licenses, sets a new cap on total Massage Establishment licenses at 10, and prohibits transfers of licenses after 2028. The Ordinance allows current license holders to continue to be licensed, but prohibits issuance of new licenses, including licenses that are revoked, unless there are less than 10 licenses in the City.

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

ATTEST:

Patrick Trudgeon, City Manager

from these licensing requirements and this is something he would like to look into in the future.

Public Comment

Mayor Roe offered an opportunity for public comment with no one coming forward.

e. Review and Consider an Ordinance Amending City Code Chapter 309: Massage Therapy

City Manager Patrick Trudgeon briefly highlighted this item as detailed in the Request for Council Action and related attachments dated November 8, 2021.

Mayor Roe asked if staff did any outreach to existing license holders about these proposed changes and asking them for their input.

Mr. Trudgeon indicated staff did not reach out at this point, they wanted to bring this conversation forward to the Council to see if there is any interest in pursuing this.

Councilmember Willmus asked how staff arrived at the number of ten. He also asked if they were not to move forward with this at the meeting, can they put in place some sort of moratorium on issuing new licenses until they have completed conversations as to what they want to do.

Mr. Trudgeon explained the number ten is a number that can easily be managed knowing given that massage establishments have multiple massage therapists.

City Attorney Gaughan explained the Council can enact a moratorium on the issuance of additional licenses.

Councilmember Willmus asked if there would be a delay for putting a moratorium in place.

City Attorney Gaughan explained it is an ordinance so it would need to be posted for ten days under State Law prior to adoption by Council.

Councilmember Strahan asked if this included move of location of the exact same facility and would that be a change that warrants them losing a spot.

Mr. Trudgeon stated that was a good question and wanted to make sure it was nailed down. He thought when staff issues the license to an establishment, it is at that particular location. If somebody were to move, the City would want to be very explicit on what that means, whether or not they would lose their license, or if the

City would allow for that move. He thought the Council could include verbiage to clarify that for consideration.

Councilmember Strahan asked if the addition of hours was something new. She wondered if there were some current restrictions on hours of operation.

Mr. Trudgeon explained that unless it is underlined or crossed out, it is not anything new.

Councilmember Etten asked who enforces the licenses.

Mr. Trudgeon indicated it is both Administration and the Police Department. Administration staff works in conjunction with the Police Department to go to the place of business and have the owner show the licensing for every person that is working there. They have done that in several cases recently to verify and so far, it has come back okay.

Councilmember Etten asked if the fees were too small to cover administrative costs and if so, should the fees be increased.

Mr. Trudgeon explained they always want to make sure the City charges enough to cover costs and while they have not done a time analysis, he was not sure the fees are out of line. He noted one thing being proposed is to add an additional twenty-five dollars to have annual background checks.

Councilmember Groff asked if the City has any massage therapist businesses that are a problem or might not be legitimate.

Mr. Trudgeon indicated staff had some sense, but not totally, where the problems are. They tend to find that corporate-owned facilities are not the problem, it is the smaller, independent businesses with issues. He noted they do not actively go out there to test them, it is what the City hears or observes or as a result of a secondary issue occurring at the establishment.

Councilmember Etten asked who is enforcing criminal violations.

Mr. Trudgeon indicated that is processed through the Police Department.

City Attorney Gaughan indicated violations of criminal code would be prosecuted by either the County or City Attorney after being investigated by the Police Department.

Councilmember Strahan thought this was something that the Council needs to address because people have contacted her with concerns.

Councilmember Willmus thought they should look at some form of regulation beyond what they currently have but he does not know how many licenses there should be. He did not know if they wanted to add more going forward.

Mayor Roe thought it made sense to look more broadly at the ordinance related to the licensing of massage therapy establishments. He thought this was a good starting point and he was also interested in looking at an interim ordinance.

City Attorney Gaughan indicated one other option would be to pass the proposed ordinance tonight with the amendment that instead of ten total massage therapy establishments, make it twenty-five. He advised that would be a way to take action tonight to cap it at status quo and then the Council can continue to configure additional ordinances.

Councilmember Etten indicated he would be in favor of that.

Public Comment

Mayor Roe offered an opportunity for public comment with no one coming forward.

Mr. Art Stoeberl, 2470 Lydia Avenue West

Mr. Stoeberl explained he liked the suggestion that they look at criteria for operation of a business.

No one else wished to address the Council. Mayor Roe closed the public comment.

Willmus moved, Strahan seconded, enactment of Ordinance No. 1607 entitled, "An Ordinance Amending Title 3, Section 309 Massage Therapy" with the amendment to strike ten establishments and replace with twenty-five.

Roll Call

Ayes: Groff, Willmus, Strahan, Etten, and Roe.

Nays: None

f. Consider Adoption of 2022 City Council and Economic Development Authority Calendar

City Manager Trudgeon briefly highlighted this item as detailed in the Request For Council Action and related attachments dated November 8, 2021.

Etten moved, Willmus seconded, approving the 2022 City Council and EDA Meeting Calendar.

Roll Call

Willmus moved to table this item and bring it back to the August 8, 2022 City Council meeting for discussion on an interim ordinance to look at and focus on design standards and look at establishing, studying, and possibility creating a varying step level within LDR in terms of design standards and take into consideration some of the existing density within neighborhoods when looking at that.

The motion failed for lack of second.

Groff indicated he would like to table this item to do further research.

Mayor Roe asked what type of research was Councilmember Groff envisioning.

Councilmember Groff felt he was not ready to make a decision with the information he has been given.

Groff moved, Willmus seconded, to table this item in order to further review the information and it bring back to the City Council at the August 8, 2022 City Council meeting.

Roll Call

Ayes: Willmus, Strahan, and Groff.

Nays: Etten, and Roe.

Councilmember Willmus left the meeting at 7:17 p.m.

b. Review and Consider an Ordinance Amending City Code Chapter 309: Massage Therapy

City Manager Patrick Trudgeon briefly highlighted this item as detailed in the Request for Council Action and related attachments dated July 25, 2022.

Councilmember Etten asked if there was a role for a higher licensing fee that allows for the funding of additional staff time.

Mr. Trudgeon explained that is something staff would need to look at further. He wants to make sure that the fee charged commensurate with the work put into it. Primarily what the fees cover are administrative costs and to cover the background check. What the fee does not necessarily cover is the law enforcement side of it where there are compliance checks or work done based on a complaint. He would want to look at what that would look like if a change were incorporated and that would need some further work on staff's end and on the Police Department.

Councilmember Etten explained when there is found to be, trafficking in an establishment, there are certain criminal proceedings with that, he wondered if there is a fee system or loss of license for an establishment owner.

Regular City Council Meeting**Monday, July 25, 2022****Page 7**

Mr. Trudgeon indicated he was not sure about a fee but certainly there would be a loss of license. He thought given the last few years based on what the City is starting to see, he thought it was imperative for the City to take a stronger focus on these problem areas and really be as aggressive as possible under the Code and law to make sure that behavior is not happening here and then there are repercussions to that.

Councilmember Groff asked if it was more the cost of enforcement.

Mr. Trudgeon agreed that it is the cost to do the enforcement and the time for the officers to do that among the other priorities so if the City were to increase the fees staff would want to make sure there is the capability of the Police Department personnel to actually do that work. He noted he has not had this conversation with the Chief at this point.

Councilmember Strahan indicated on her ride along with CAT (Community Action Team) there was a certain time of day that the officers had to go and address the massage therapy locations. The team had to stop their other work to address these issues and it was stressed that the City has fewer massage therapy locations in the City because the Police Department cannot properly police the ones already in the City. She indicated she was a little hesitant to spread that cost around because there are people that are doing the right thing and are a legitimate business so to spread that cost over all of those seems a bit unfair to them but she thought the City needed to find a better solution. She explained she also talked with the Chief and she shared that there are too many locations for the officers the City has and the City needs to find a way to reduce these. She was supportive of bringing that number back and she also thought as these businesses dwindle down the number allowed should be brought down.

Mayor Roe indicated if the Council discussed license transfer and defined what that is, one thing he thought about is if the business is licensed for a period of time continuously, that business should be allowed to transfer, potentially, when and if needed, and not necessarily be limited to one. He noted that might get at the issue of allowing people to make changes, especially if leasing space.

Councilmember Etten asked if the City has a record of how many establishments have lost their license.

Mr. Trudgeon explained he did not have any direct data but he did not think it has been great and did not recall any revocation since he has been City Manager. He indicated he could get that information to the Council.

Councilmember Groff indicated he hated to see legitimate businesses punished for the behavior or a small group and does not seem fair to him. He wanted the Council

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to really think about how they can do this, such as a five year look back or a probation period or something like that. He thought with the chronically problem establishments he hoped the City can find a system in place to eventually have those businesses out of Roseville. He noted the City does not want to have illegal activities going on or underage women trafficked or immigrant women trafficked and he thought that is the point the City should be looking at and not punishing someone who has built up a business. As far as moving the license, if the business is successful it might have expanded and grown and will need to go into another space or may need to shrink the business down as well. He really wants the City to be careful and to think about this before decisions are made.

Mayor Roe clarified that potentially, depending on how it is worded or put together, that five-year situation could only allow a transfer every five years. The business could be in a situation where it could not move until five years have passed or ownership could not change until after five years have passed. It would have to be carefully worded.

Councilmember Strahan indicated Mr. Trudgeon had stated at another time to have applicants come to City Hall to prove ID and asked if he could speak to that. She also wondered about the ten-thousand-dollar investment that Edina requires.

Mr. Trudgeon explained one of the things with talking about the process, often times an applicant representative will come to City Hall and hand in the information with a photo copy of an ID and often times when the applicant comes there is language barriers but one thing to note as staff has done research, some cities do require the actual applicant to come down and fill out the application so staff can make sure it matches the name, residence, where the location is with the person on there. It is a safeguard to make sure there is not a constant paper shuffle of inaccurate ID information because there does seem in some of the institutions a big churn of therapists coming and going. He thought having more upfront work on the city's part to make sure that the person that is getting the license and that it is attached to particular establishment is the right person.

Mayor Roe asked if that is for the therapist license or the business license.

Mr. Trudgeon indicated it was for the therapist license.

Mayor Roe noted that part of the licensing is not being discussed with this so he wanted to make sure the Council did know that but needed good information in case, in the future, that process is looked at.

Mr. Trudgeon indicated he was not sure regarding the \$10,000 investment that Edina requires and was curious about that as well. He explained City Clerk Bruno did the research so he will find out what Edina does regarding that and how that work.

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City Attorney Gaughan explained on the issue of more stringent identification procedures put in place, that is something he has worked with staff on and that is part of the draft proposed amendments here. That does reference more stringent identification procedures for therapist license that are focused on the issues being discussed. That is the basis behind a portion of the amendments before the Council.

Mayor Roe explained the current massage therapist license fee is \$325 and the off-sale liquor license fee, which was mentioned earlier and with a limit of ten or twelve in the City is \$300 and that license fee is limited by State Law and cannot be exceeded. On-sale license fees go well above that. The tobacco license fee is \$200 per tobacco seller. He noted this is for comparison purposes.

Councilmember Strahan explained the City is in this position because the State does not have a licensing board for massage therapists.

Public Comment

Mayor Roe offered an opportunity for public comment.

Mr. Tom Ketchmark, Elements Massage

Mr. Ketchmark stated with regard to the amended Ordinance change proposal, he has been the owner of Elements Massage in Roseville since 2013. Elements Massage is a franchise with over 250 locations throughout the United States and currently there are five Elements Massage locations in the Twin Cities. When he decided to open his business, like many small businesses, his intent was and still is to build and grow a strong business in this community with some day having the opportunity of selling his business for a fair profit and refund his retirement. He indicated his business was funded using his 401k account which he saved for more than twenty-five years. This is a very common practice in small business and is done through a C-Corporation. The Ordinance that states that a massage business cannot be sold or transferred will devastate his retirement account. As upon selling the business, the funds are required to be re-established into a qualified retirement plan. There are many reasons why a business owner wants or needs to sell their business. No one goes into business without an exit strategy, whether it is intentional or circumstantial. The current City of Roseville Ordinance is in the forefront of massage business licensure and he appreciates this greatly. As a matter of fact, he personally has suggested to the MTMA and the Minnesota Board that Roseville be used as a model for State Licensure. He has fully supported these requirements for the past nine years and appreciates the peace of mind that those he hires are fully vetted in addition to the vetting requirements established by Elements Corporation. It is also his understanding from Mr. Trudgeon that the amendment was modeled after a restriction set forth for the tobacco businesses selling flavored tobacco. He felt this was not a fair comparison as tobacco is a product where the massage ordinance amendment restricts business based solely on a generalization

about the industry. The City would not restrict all bar/restaurants because there are problem few, he wondered why this would be treated any differently. He indicated he was in full support of shutting down any individual massage business that acts inappropriately in any way. He would also be willing to volunteer his knowledge and service to this cause. There are very easily identifiable signs associated with an illegal business. If this is the direction the Council chooses then the Council should also be looking at chiropractors, spas, waxing businesses and even medical clinics. Any business that operates behind closed doors with their clients. He stated he wanted the Council to keep in mind that Massage is therapeutic and recognized by health insurance and he serves over a thousand clients every single month.

Mayor Roe closed public comment.

Strahan moved, Groff seconded, enactment of Ordinance No. 1615 entitled, "An Ordinance Amending Title 3, Section 309 Massage Therapy" changing the number of Massage Therapy establishments to twenty-four.

Council Discussion

Councilmember Strahan indicated the only changes she was making to the current Ordinance is to change the date and the limit from twenty-five to twenty-four as well as to further study the things the Council has been discussing. She indicated she would like to learn more about the investment described in the Edina plan and she would like to know more about some of the other things the Council has discussed.

Mayor Roe asked if Councilmember Strahan's motion was to leave the red language stating "sold, or transferred" out of the amendment at this time until further discussion has occurred.

Councilmember Strahan indicated that was correct. She saw this as an interim while the Council has further discussion and makes further decisions with the plan that the numbers will likely go down along with other adjustments. She saw this amendment as filling the loophole so no one can fill the twenty-fifth seat while changes are being considered.

Councilmember Groff thought his goal would be over attrition as this happens to lower the number but not to penalize the people that are running businesses that are legitimate right now and should be able to sell those businesses to refund their retirement account or anything else.

Councilmember Etten indicated he will support this and is anxious to see what comes out of further discussion. He noted he was actually most interested in section two which will give the City more ability to address potential issues and ensuring

Regular City Council Meeting
Monday, July 25, 2022
Page 11

the licenses are going to real people and people who are passing real background checks. For him, the biggest thing is addressing problem establishments.

Mr. Trudgeon summarized the actions being taken by the City Council.

Mayor Roe explained he has struggled with the difference between twenty-five and twenty-four and the bigger picture of things but he was also not inclined to hang his hat on that as a huge thing. If that is the way the Council wanted to go, he would be supportive of that. He is supportive of not including the limitations of selling or transferring at this time until there is a better understanding of that. He also did support the changes in Section 2 as to how the City does the administration and enforcement.

Roll Call

Ayes: Etten, Strahan, Groff, and Roe.

Nays: None

Mayor Roe asked the Council, as a follow-up, if there are specific things the Council wants staff to look at or bring back or is there language about some aspect that the Council wants to have more study about. He explained if the five year look back made any sense in allowing a transfer of a license, maybe it is two years but he thought in their alcohol enforcement, the City generally looks back three years in terms of if there are violations. This does not mean the Council necessarily will approve an application for renewal but the City does account for the violations within that timeframe. In this case, the City does not necessarily have a program of checking ID's or that sort of thing so he was not sure what the City would necessarily look back for other than a license in good standing and potentially if there is a lot of turnover of ownership that may be a sign of issues.

Councilmember Etten indicated he was very much in favor of an Ordinance that does not punish current owners and protects legitimate owners. He thought a grandfathered piece works for him or some sort of look back. He would look for a suggestion on what would be reasonable and not create additional issues for enforcement for staff.

Councilmember Groff explained the main thing he would like the City to do, if it takes more funding, is to assure the City is able to afford checking on tobacco and alcohol with the licensing fee. He indicated if there is going to be a look back he would like input from the Police Department because that department is the one that knows this inside and out.

Councilmember Strahan was not sure if the City could consider a nuisance fee like the City does with problem hotels but if there are some massage therapy businesses with repeated calls, the City has an opportunity to charge them with a nuisance and take into consideration if the business can have a license.

Mayor Roe indicated another piece that some Councilmembers want to look at is the total number of licenses and does the Council have a sense as to where they want to go with that, if that is something the Council wants to look at, and does that happen over time or all at once. He asked how the Council wants to look at that for some guidance for staff.

Councilmember Groff indicated he did not want to see that happen before the end of the year and felt it was way too fast for him. He would have to look at this over time.

Mayor Roe thought the City needed to set the number of licenses allowed for attrition and for existing business owners, the owner might want to know in order for planning of their business.

Councilmember Strahan explained she would like to involve the Police Department in this conversation, especially the officers involved in the enforcement. She did not want to make a decision that the Police Department has no input in because this impacts the department daily and deeply.

Councilmember Etten indicated he was not prepared to name a number until the City has a robust system for protecting legitimate owners and for that matter, clarity and what support the City's departments need to enforce with problems. He noted he wants to see those two pieces before he talks about a number.

Councilmember Groff agreed and would like to know what St. Louis Park is doing if they are managing this with however many numbers they had.

c. Consider Approval of Contract with Zan Associates for Community Wide Visioning Process

Assistant City Manager Rebecca Olson briefly highlighted this item as detailed in the Request for Council Action and related attachments dated July 25, 2022.

Ms. Olson introduced Mr. Dan Edgerton, Zan Associates who described what "Hello Lamppost" was.

Mr. Ryan McClain, Hello Lamppost, made a quick presentation to the City Council on how the program works and what the benefits are of the program.

Councilmember Etten asked how many signs will be a part of this contract.

Mr. Edgerton indicated the package included in the proposal is for forty objects that can be around town with eight themes, which would dovetail with the visioning themes.

Amendments to Chapter 309: Massage Therapy

April 10, 2023



Chapter 309 Amendments – Massage Therapy

Attachment H

April 10, 2023

On November 8, 2021, the City Council adopted Ordinance #1607

- Cleaned up existing language to specify that massage therapy establishments that do not comply with federal, state, or local laws may have their license denied, revoked, or not renewed.
- Added language stating that massage therapy establishments shall not have an unlicensed person conduct massage therapy on their premises
- Limited the amount of massage therapy establishment licenses allowed in Roseville to 25.

On July 25, 2022, staff brought back additional suggested amendments to Chapter 309, that included including prohibiting the transfer of establishment licenses, requiring additional information to be submitted as part of license applications, and considering a lower amount of permitted massage therapy establishments than the current threshold of 25.

City Council did pass Ordinance #1615 that reduced the number of establishments to 24 and to allow additional information to be required as part of the licensing application.

City Council wanted additional discussion at a future meeting on language surrounding transfers and to consider allowing a lower number of establishment licenses than currently in operation.

Chapter 309 Amendments – Massage Therapy

April 10, 2023

Attachment H

Tonight bringing back a comprehensive ordinance amendment regarding the regulation and licensing of massage therapy establishment and massage therapists

Proposed ordinance has been shared with all massage therapy establishments and posted on the City website since March 31

Changes have been made in every section

The following slides will summarize and highlight the specific changes in each section

Chapter 309 Amendments – Massage Therapy

April 10, 2023

Attachment H

Section 309.01 Purpose and Findings – New section that articulates the rationale and need for the licensing massage therapy establishments and massage therapists

Section 309.02 Definitions – Adjustments were made to the existing definitions and a new definition of accredited institutions was added

Section 309.03 Licenses Required, Exceptions; Section 309.04 Granting, Denying, Suspending or Revoking Massage Therapy Licenses; and Section 309.05 Granting, Denying, Suspending or Revoking Massage Therapist Licenses were all reorganized for clarity

Section 309.03 Licenses Required, Exceptions

- New language was added to 309.03 (B) to list exceptions for when a Massage Therapy Establishment License or a Massage Therapist License is not required

Chapter 309 Amendments – Massage Therapy

Attachment H

April 10, 2023

Section 309.04 Granting, Denying, Suspending or Revoking Massage Therapy Licenses

- New language was added in Section 309.04 (G) that states the owner/operator of the massage therapy establishment does not need to be licensed as a massage therapist if they do not practice or administer massage to the public
- Section 309.04 (H) was amended to change the total amount of Massage Therapy Establishment Licenses that are allowed in the city from 24 to 10 and the effective date for when the new cap begins as May 1, 2023. New language was added to Section 309.04(I) to state that failure of an establishment to renew their license is considered a new application and is subject to the cap of total licenses

Section 309.05 Granting, Denying, Suspending or Revoking Massage Therapist Licenses

- New language was added to Section 309.05 (A) to require applicants for massage therapist licenses to apply in person at city hall with proof of identity on a government issued document, provide proof of graduation from an accredited institution as defined in the chapter, clarifies that course work of a minimum of 600 hours must be completed from one institution in required subject areas
- New language was added to Section 309.05 (D) regarding conditions for denial of a massage therapist license including unlawful conduct and violations of law relating to the practice of massage therapy regardless of whether such conduct resulted in criminal conviction.

Chapter 309 Amendments – Massage Therapy

April 10, 2023

Attachment H

Section 309.06 Restrictions and Regulations for Massage Therapy Establishments and Massage Therapist Licenses

- New language was added to 309.06 (Restrictions and Regulations for Massage Therapy Establishments and Massage Therapist Licenses) in several areas that are as follows:
 - Requirement of a color photo to be displayed with the therapist license at the massage therapy establishment
 - Establishing the right of the City to enter and inspect the licensed premise during open business hours
 - Prohibiting the transfer of a license from place to place or person to person
 - Requiring the business to only provide services as posted in the business
 - Requiring the business to be staff during posted business hour
 - Prohibiting the massage of certain body parts
 - Requiring the city to be notified if the licensed premises is enlarged, altered, or extended
 - Requiring the massage therapist to work for or own a massage therapy establishment licensed by the city
 - Prohibits the employment of unlicensed massage therapist by establishments
 - Requires proof of local residency (Minnesota or Wisconsin) for the massage therapist establishment managing partner or manager and for massage therapists

From: noreply@civicplus.com
To: *RVCouncil; [Rebecca Olson](#); [Pat Trudgeon](#)
Subject: Online Form Submittal: Contact City Council
Date: Thursday, April 6, 2023 2:28:24 PM

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

Contact City Council

Please complete this online form and submit.

Subject	massage ordinance
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Contact Information

Name:	roger hess jr
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Address:	1906 wagener place
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City:	roseville
-------	-----------

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

How would you prefer to be contacted? Remember to fill in the corresponding contact information.	No Reply Necessary
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Email Address:	
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Phone Number:	
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Please Share Your Comment, Question or Concern

councilmember,

CMTs are part of my professional industry. they provide a valuable service that is so respected and necessary, that health insurance companies pay for their services!

why would a CMT need to obtain all of their required 600 hours at one institution? people change schools for various reasons. as long as they obtain the 600 hours at proper institutions, what difference does it make if the hours are from 1, 2 or 3 institutes?

no one expects a person to obtain a BA or BS by going to just one school, why require this for a CMT license? it is common to start professional training at a community college and then move onto a different institute to complete training, whether for massage or a BA.

the roseville market at the moment is large enough to support 24 massage establishments - where are these clients suppose to go if you reduce the number of locations to 10??? do you really expect clients in severe pain to travel a long distance for services, just because there may be a small number of bad apples in roseville? there are bad apples in all business sectors - even in government. you do not reduce an industry because of this, you enforce the bad apples.

i really find it hard to believe that Juut salon is a front for a brothel. i do remember in the late 70s/early 80s that there were dozens of massage parlors that were fronts for brothels in the twin cities, but i doubt that is the case now.

i asked the police chief for statistics as to how many arrests were made in 2022 in massage establishments for prostitution and/or human trafficking, but received no response. i hope these statistics will be presented at your meeting.

if the police dept. can regulate underage alcohol purchases at an off sale store for \$300 a year, then surely, if a massage establishment has 4 CMTs, and pays \$825 per year in fees, the police dept. can afford to stop in to see if all the CMTs working are properly licensed!

the best way to prevent human trafficking is to require CMTs to meet with the police CAT team, in private, to go over their license purchase and to inquire if anyone is forcing them to work, just like doctors now ask if you are being abused in your home. i'm sure there are people being forced by someone else to work at walmart and mcdonald's! human trafficking is not limited to the massage industry!

i feel this is like your limit of only 1 pawn shop license - a solution looking for a problem that does not exist. please give some statistics to show the problem, not just general observations.

have a great day!

roger
roger hess jr

government offices, including information submitted through electronic forms such as this one, may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

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

From: [Crain, Lisa](#)
To: [*RVCouncil](#); [Pat Trudgeon](#)
Subject: Rosedale Center
Date: Friday, April 7, 2023 11:17:47 AM
Attachments: [WH -Design Elements -2023.pdf](#)
[Message License.pdf](#)

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

Good Morning Councilmembers – I was recently made aware of an ordinance change pertaining to the Massage Therapy Establishment licenses. We have a luxurious spa operator at the final lease stages at Rosedale Center and this change will terminate the deal. Pat and I had a discussion on the reasons for the ordinance's modification and understand the issues happening at other locations. However, this ordinance will never allow us to obtain an upscale spa operator at the center. I have attached the overview of the tenant's design guidelines and their business plan outlining their services. They are a highly desirable operator for their curated store designs, rigorous employment requirements for their licensed massage therapist, nail technicians, estheticians, and salon managers. They have two locations in Woodbury and Maple Grove and have references from both city mayors and their current Landlords.

The owners of the spa can meet or have discussions with any city council member prior to council's meeting on Monday. I am available to discuss the impact of the ordinance change on the continued success for Rosedale Center.

I have attached proposed language that would allow these type of salon operators to open in Roseville. We encourage other language that would strengthen requirements for regulating these types of services to successfully operate.

I appreciate your time and look forward to your responses.

Lisa Crain

Vice President, Retail
Rosedale Center
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ROSEDALE CENTER

April 7, 2023

Mayor Dan Roe
Councilmember Jason Etten
Councilmember Wayne Groff
Councilmember Robin Schroeder
Councilmember Julie Strahan
Patrick J. Trudgeon

Dear Councilmembers:

Thank you Pat for discussing with me about the City's proposed revisions to Title 3, Chapter 309 of the Roseville City Code regarding the requirements for massage establishments. As we discussed, Rosedale Center is currently working to locate a substantial new tenant within the mall. This retailer provides a variety of personal health and beauty services in a luxurious day spa setting. These services include skin treatment, waxing, manicures, pedicures and also massage therapy by licensed massage therapists.

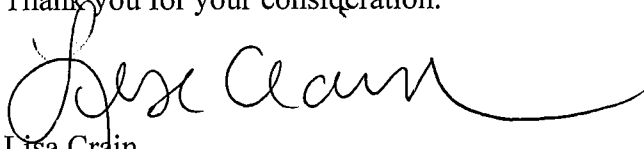
We acknowledge that this business will likely require a City license as a "Massage Therapy Establishment." Our concern is that the proposed limitation on the number of total licenses will prohibit this business from getting a license, which will in turn make their proposed addition to Rosedale Center unviable under their business model. For this reason, we respectfully request that the City create an exception for retail spa services like those proposed.

Based on the draft Ordinance revisions that we have seen, we request language similar to this be considered in Paragraph H of the proposed ordinance revisions:

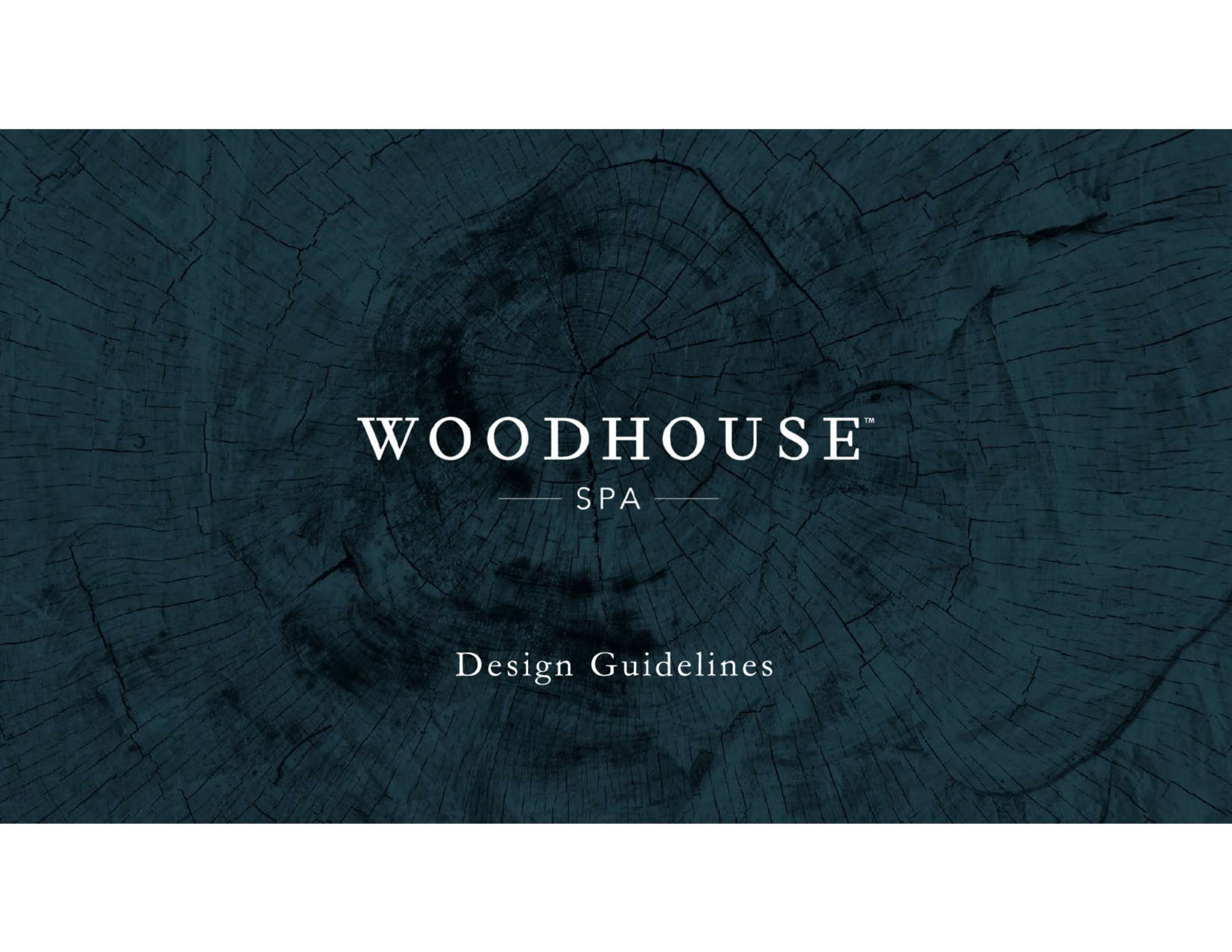
H. Total Licenses: After May 1, 2023, no new Massage Therapy Establishment licenses shall be issued and no Massage Therapy Establishment licenses shall be reinstated following denial, revocation, or non-renewal unless fewer than ten (10) total Massage Therapy Establishment licenses exist in the City. Thereafter, the total Massage Therapy Establishment licenses in the City shall not exceed ten (10) at any one time. Provided, however, that this limitation on the number of total Massage Establishment Therapy licenses will not apply to a Massage Therapy Establishment in which Massage Therapy is one component of wellness treatments given by a retail service provider which offers other beauty and health services including skin treatments, waxing, manicures, pedicures and similar day spa services. (Ord 1607, 11-08-2021) (Ord 1615, 07-25-2022)

ROSEDALE CENTER

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Lisa Crain", with a long, sweeping horizontal line extending to the right.

Lisa Crain
Vice President/Senior General Manager
Rosedale Center

The background of the entire page is a dark, textured wood grain, likely a cross-section of a tree trunk, showing concentric growth rings and a rich, dark brown color.

WOODHOUSE™

— SPA —

Design Guidelines



Welcome...

WH

Woodhouse is a luxury wellness spa franchise elevating the industry with a mood care-driven approach to self-care. We find joy in creating for guests a holistic experience like no other—one that's effects last long beyond our treatments. Thoughtfully crafted and designed to indulge the senses while transforming the body and mindset, our exceptional services provide true renewal that contributes to a more joyful life for each and every one of our guests. And that's exactly what's kept us growing for nearly two decades and counting.

In the following pages you will find our approach to elevating the guest experience. You'll learn how to distinguish between Brand Standards and Signature Moments, see examples and discover how they're reflected throughout our spas. This is a great resource to share with the individuals who have a hand in designing your space, and those who are key to making Woodhouse superior, time and again.

*Everything that we design is
designing us back.*

For questions regarding design intent and plans, please feel free to email design@woodhousespashq.com

For brand related questions, please email sarah.moore@woodhousespashq.com

Inhale Exhale

Outfitted in elevated décor and carefully curated details, Woodhouse Spa offers guests an immersive luxury experience. Soothing natural tones and earthy textures create a tranquil atmosphere that invites guests to re-center their minds. No space is left un-indulged, thanks to thoughtful elements like calming music, purposeful aromatherapy and details that truly set our spas apart from the competition.



Woodhouse Difference

With 75+ locations and more in development, we continue to be the gold standard of neighborhood spas. Powered by our commitment to providing an unparalleled experience that encompasses total wellbeing, our spas incorporate mood care into every touchpoint along the guest journey, allowing guests to enjoy the benefits even after they leave.

Creating a Memorable Experience

Brand Standard



Our Brand Standards are what we are known for, and ensure our guests have a luxurious, transformative and consistent experience no matter which location they visit. These are required touchpoints that are reflected throughout every aspect of our spas.



Signature Moment



Though optional, our Signature Moments are what elevates Woodhouse beyond your standard day spa experience and are what leave guests wanting to return again and again.



Brand Standards

1. Building Exterior

- a. Wood Siding
- b. Paint

2. Lighting

3. Exterior Signage

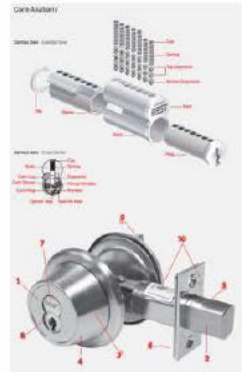
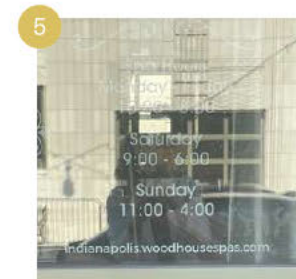
- a. Building Sign
- b. Blade Signs
- c. Monument Signs
- d. Awnings

4. Entry Door

- a. Door
- b. Fiberglass Door Option
- c. Hardware

5. Hours & Website

WH



EXTERIOR

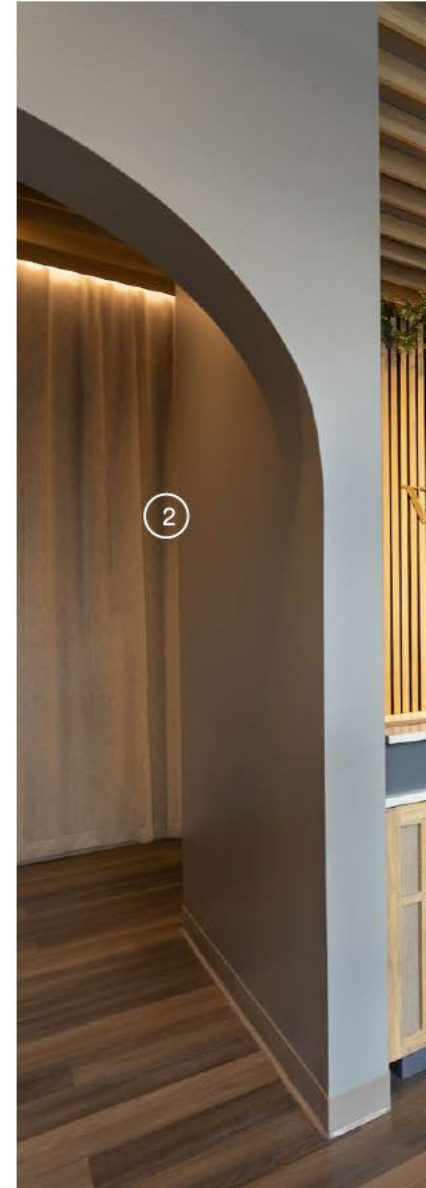
Design Guidelines



Signature Moments

1. Porcelain Wall Tile
2. Curtains

WH



Brand Standards

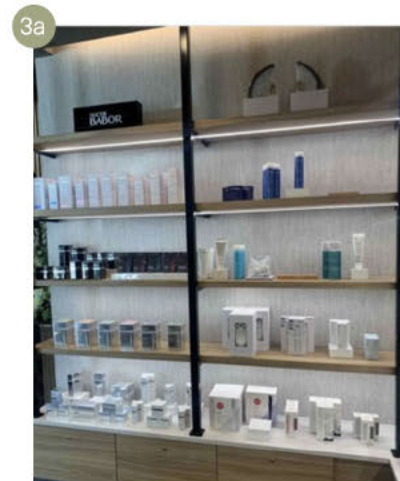
1. Retail Shelving

2. Wall & Ceiling Materials

- a. Textured stone-effect fabric-backed vinyl
- b. Wood-look vinyl

3. Retail Display

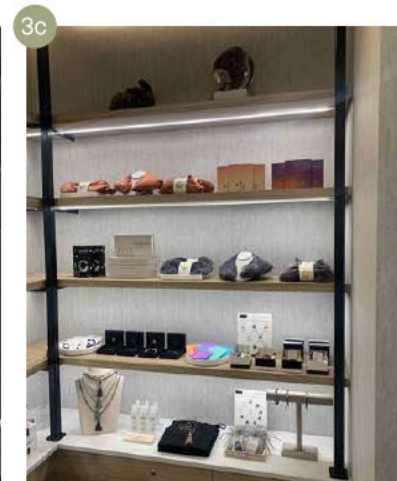
- a. Core & Skincare
- b. Body & Home
- c. Mood Care & Accessories



Core & Skincare



Body & Home



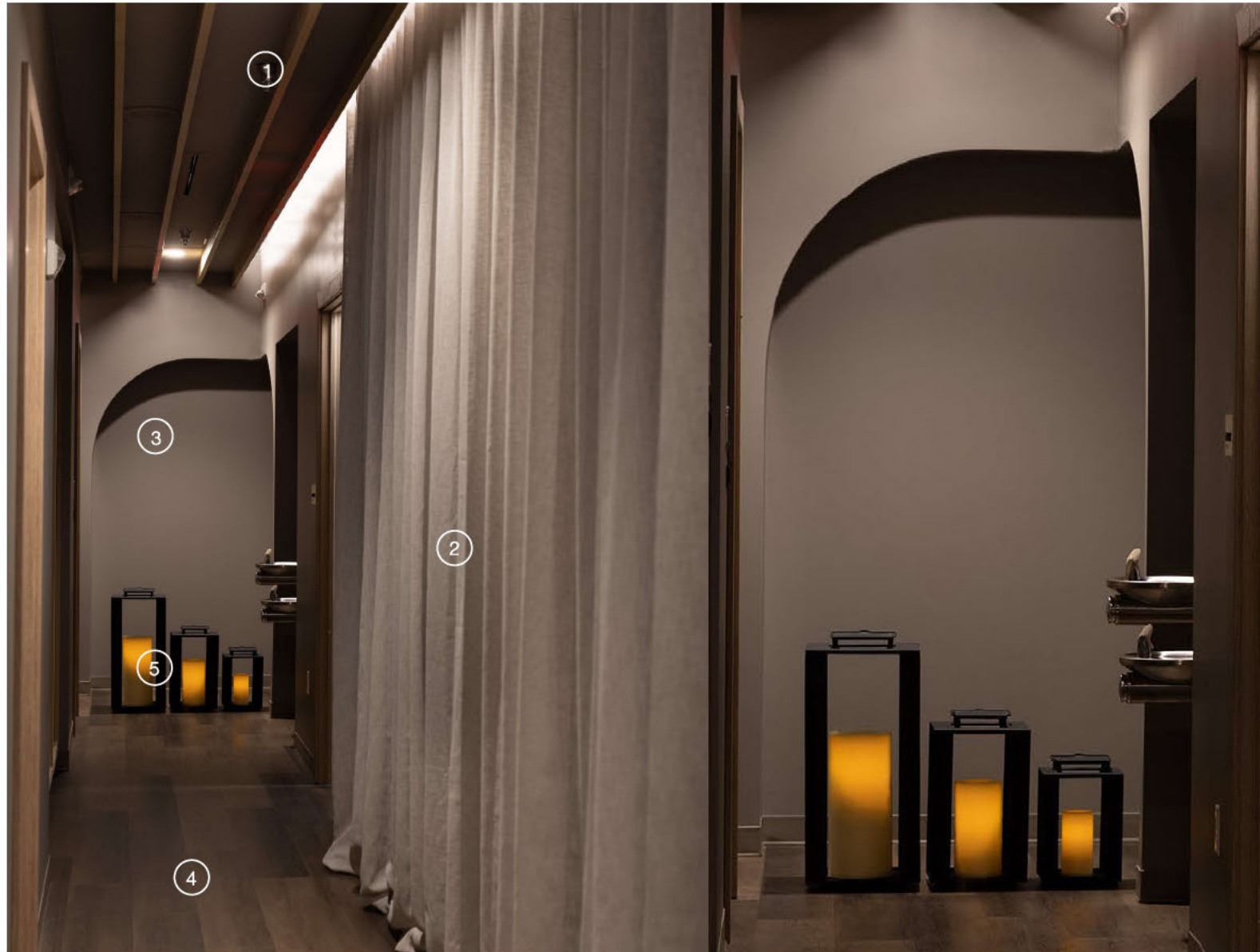
Mood Care & Accessories

Design Guidelines

Buckhead Hallway

- ♥ 1. Ceiling Beams
- ♥ 2. Drapery
- ✓ 3. Paint
- ✓ 4. Flooring
- ✓ 5. Lanterns

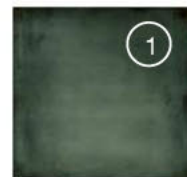
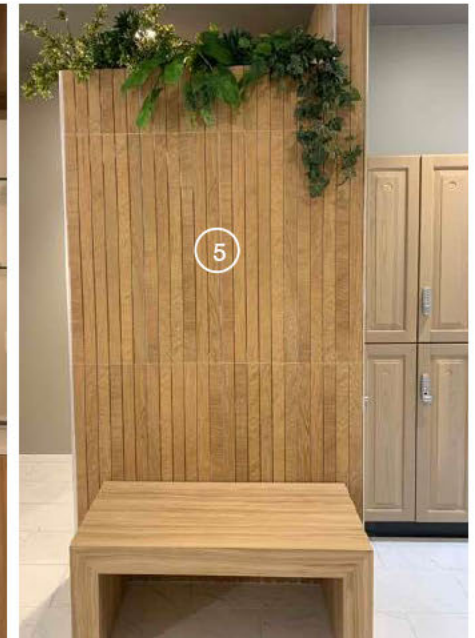
WH



Brand Standards

1. Wall Tile
2. Lighting
3. Laundry Hamper Unit / ADA Bench
4. Vanity Unit
5. Entry Wall
6. Bathroom Amenities

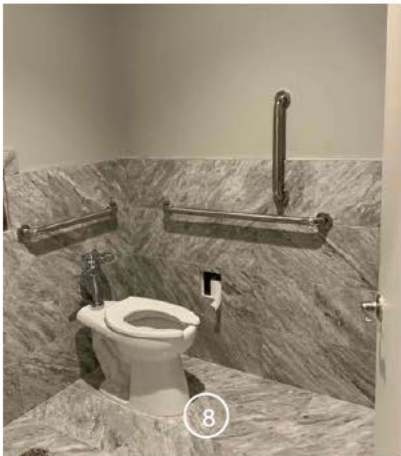
CHANGING LOUNGE



Brand Standards

Continued

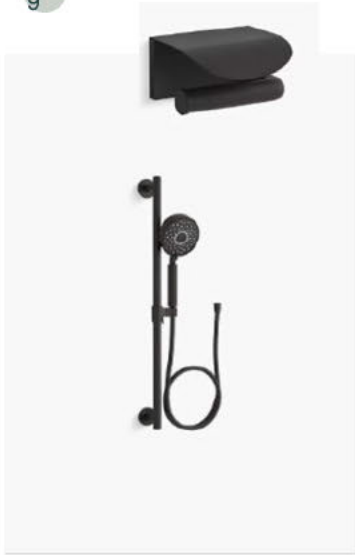
- 7. Women's Bathroom Tile
- 8. Men's Bathroom Tile
- 9. Bathroom Hardware



CHANGING LOUNGE



9



Brand Standards

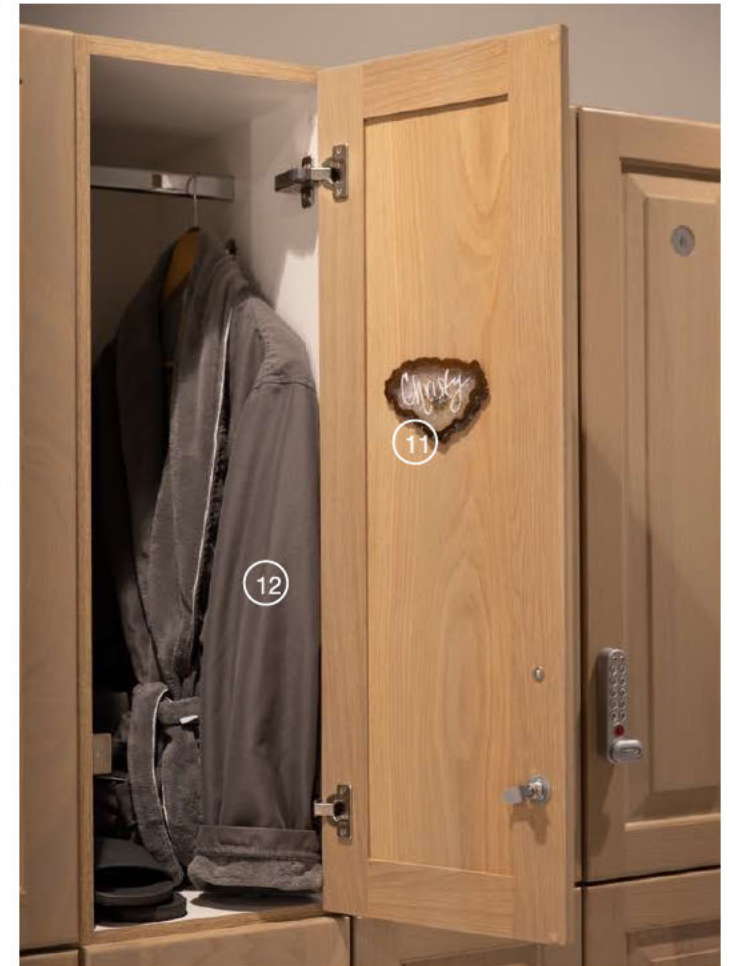
Continued

10. Lockers

11. Locker Signage

12. Robe placement

WH



Relaxation Room

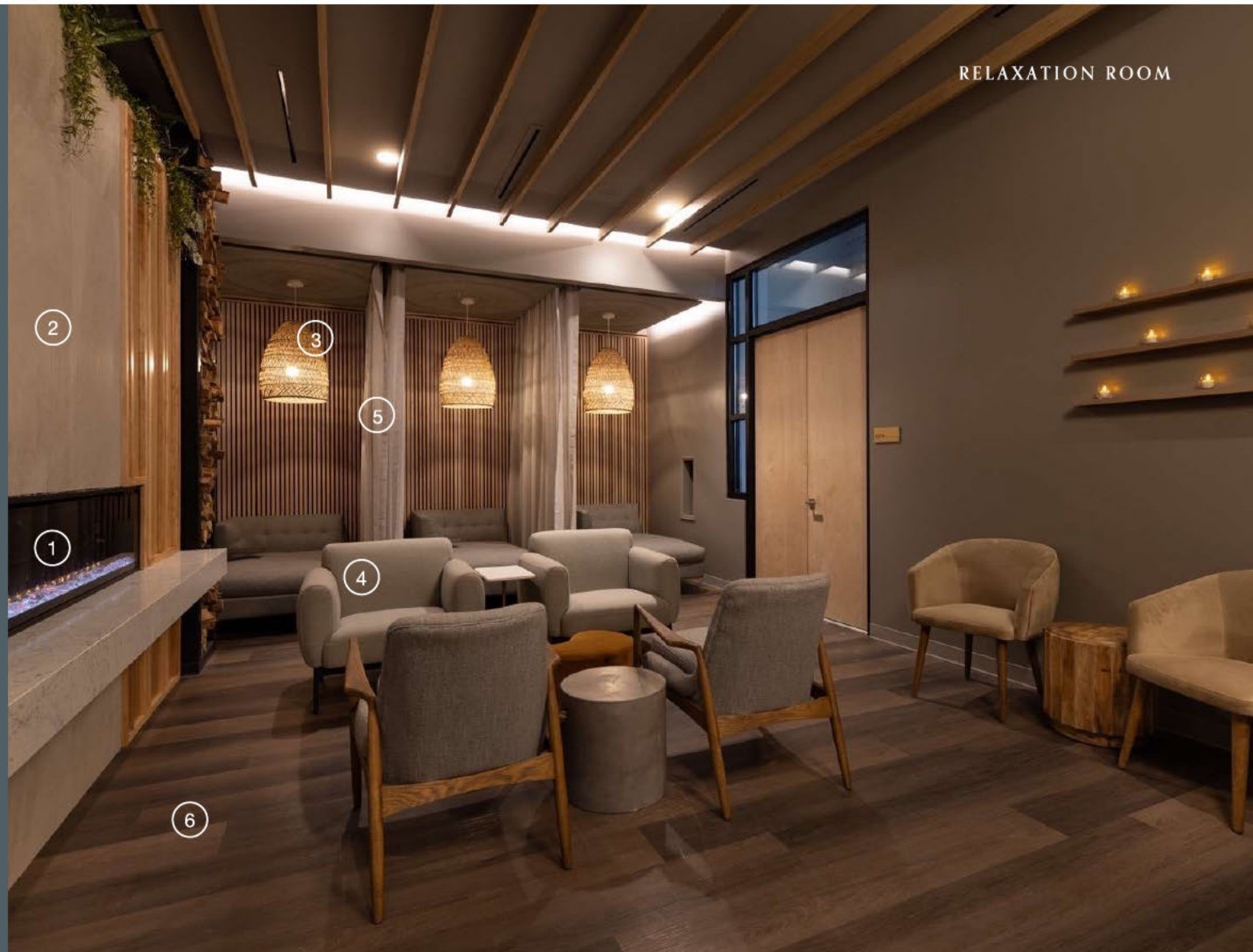
Design Guidelines

WH



Brand Standards

1. Fireplace
2. Wall Tile
3. Pendant Lights
4. Furniture & Rug
 - WH Signature Seating:
 - Chaise
 - Sofa
 - Chairs
 - Bench
 - Velvet, Linen, Wood & Metal
 - Approved Rug catalog with options (Surya)
5. Drapery
6. Floor



RELAXATION ROOM

Treatment Rooms

Design Guidelines

WH



Brand Standards

1. Treatment Room Fixture

- A sink is required for facial rooms and a signature moment for massage rooms.
- Robes move to hook on wall

2. Linens

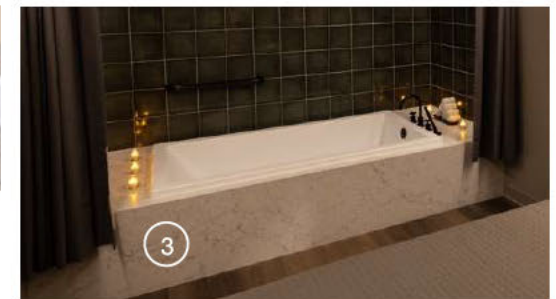
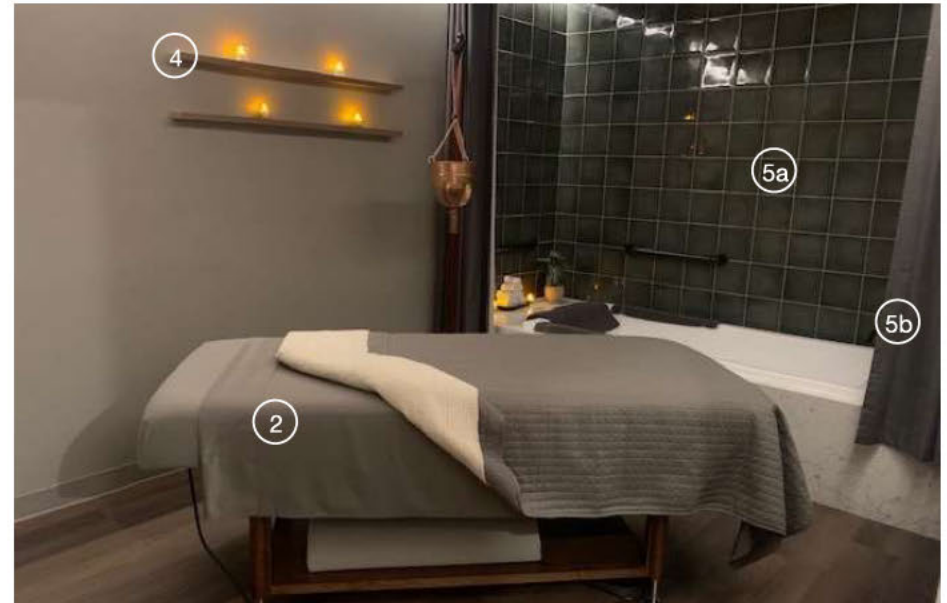
3. Tub

4. Wall Décor: shelves with candles

5. Tub Décor

- a. Tile
- b. Curtain for privacy

6. Treatment Table and furniture



Design Guidelines

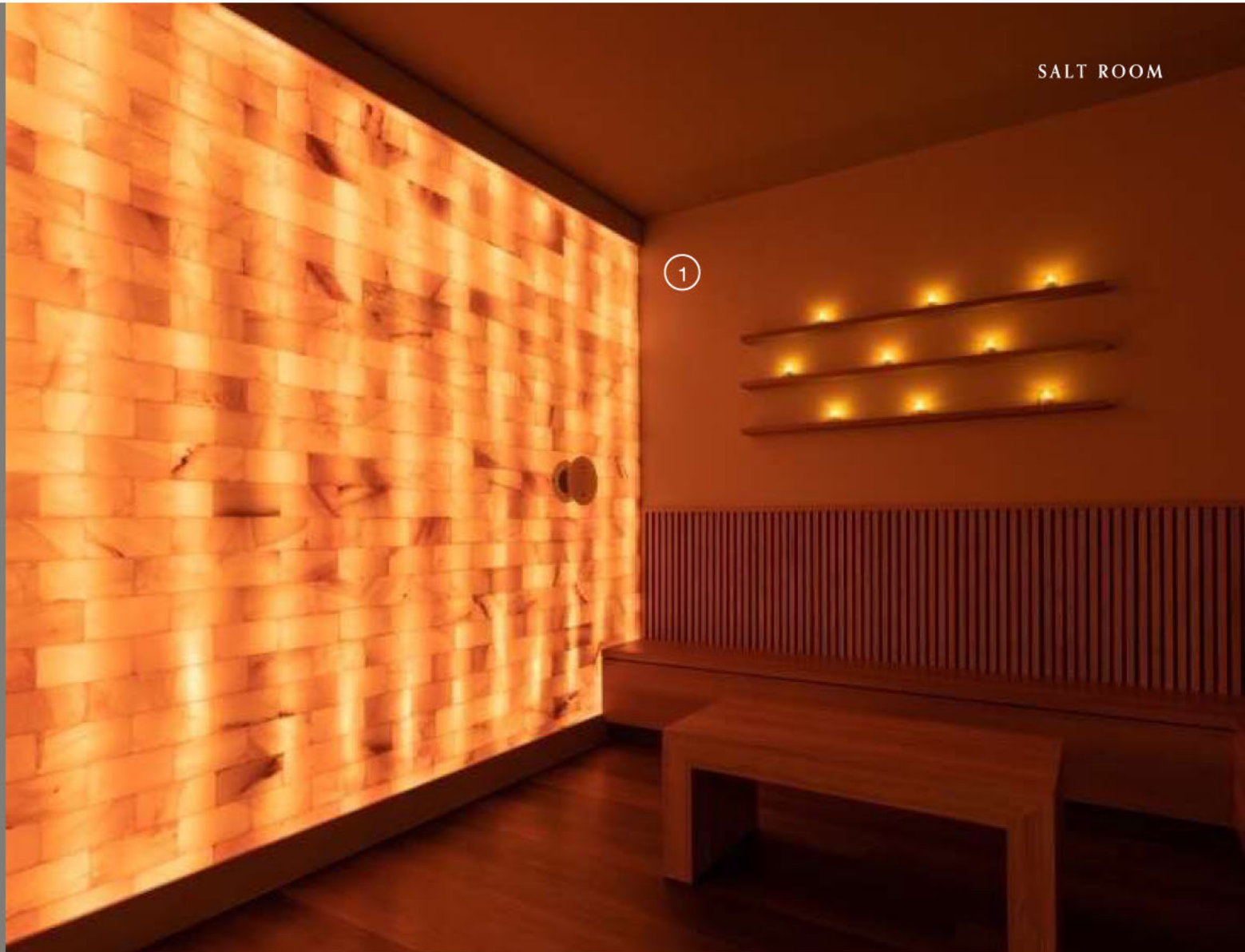


Signature Moments

1. Salt Room

WH

SALT ROOM



From: noreply@civicplus.com
To: *RVCouncil; [Rebecca Olson](#); [Pat Trudgeon](#)
Subject: Online Form Submittal: Contact City Council
Date: Monday, April 10, 2023 8:17:16 AM

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

Contact City Council

Please complete this online form and submit.

Subject	Massage Business transfer of ownership concern
---------	--

Contact Information

Name:	Tom Ketchmark
-------	---------------

Address:	2100 Snelling Ave N 66B Har Mar Mall
----------	--------------------------------------

City:	Inver Grove Heights
-------	---------------------

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

Zip:	55076
------	-------

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

How would you prefer to be contacted? Remember to fill in the corresponding contact information.	Email
---	-------

Email Address:	tomketchmark@elementsmassage.com
----------------	----------------------------------

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

Please Share Your Comment, Question or Concern

Dear Mayor, Council Members, City Manager and others,

I have addressed the council on this matter in the past and have learned that the council is considering again to deny transfers of upstanding massage businesses starting in the year 2028. While, I understand it is the desire of the city to reduce the number of massages business from the current number down to just 10, I again must express my concern in the unfairness of this decision.

I run a good business with the intent to sell in the future. I

currently do not have a time frame as to when this may happen and am very concerned that there would not be a legitimate owner or brand that would be willing to take my business knowing that they would not be able to sell in the future. There are many good reasons as to why businesses change hands. I realize the bad seeds simply change ownership when they are shut down due to inappropriate businesses practices. Instead of making a blanket rule of no transferring perhaps there could be a process that allows business to petition the city for an exception when that business is operated within the city legal and licensing requirements. If a business is not operating under these laws and regulations then they lose the right to transfer.

In addition, I would like to suggest that you go after landlords who continuously allow shady businesses to lease space in their strip mall. I assure you they know what's going on. If these landlords are fined, they will stop renting to the bad massage businesses.

There may also be unintended consequences to your decision. In the future, the 10 remaining massage businesses will all be the bad massage businesses because no legit Massage Business like Elements Massage will come into this market. Something to consider.

In conclusion, If this new ordinance were to pass, I would be forced to immediately put my business up for sale so at the very least a new owner would have the opportunity to sell if in the short time remaining found themselves in a position to need to sell.

I hope you will strike down this current bill and vote in favor of allowing good businesses to sell whenever that may be.

Sincerely,
Tom Ketchmark
Owner
Elements Massage- Roseville

Unless restricted by law, all correspondence to and from Roseville City government offices, including information submitted through electronic forms such as this one, may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

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

From: [Pat Trudgeon](#)
To: [Katie Bruno](#)
Subject: Fw: Comment on Proposed Ordinance Amending Chapter 309, Massage Therapy
Date: Monday, April 10, 2023 2:24:58 PM

Bench handout for tonight.

Patrick Trudgeon | City Manager
O: 651.792-7021 | F: 651.792.7020
pat.trudgeon@cityofroseville.com



2660 Civic Center Drive | Roseville, MN 55113
[Facebook](#) | [Twitter](#) | [YouTube](#)

From: Dan Roe <Dan.Roe@cityofroseville.com>
Sent: Monday, April 10, 2023 2:03 PM
To: Pat Trudgeon <Pat.Trudgeon@cityofroseville.com>
Subject: Fw: Comment on Proposed Ordinance Amending Chapter 309, Massage Therapy

FYI this was received this afternoon re: tonight's meeting.

I note it was not sent to the general council email so you may not have seen it.

Dan Roe | Roseville Mayor
H: 651.487.9654
E: dan.roe@cityofroseville.com
www.cityofroseville.com
City of Roseville: [Facebook](#) | [Twitter](#) | [YouTube](#)
Mayor Dan Roe: [Facebook](#) | [Twitter](#)

From: SchaOn Blodgett, CCP, BTAT [REDACTED]
Sent: Monday, April 10, 2023 12:51 PM
To: Dan Roe <Dan.Roe@cityofroseville.com>; Jason Etten <jason.etten@gmail.com>; Wayne Groff <Wayne.Groff@cityofroseville.com>; Robin Schroeder <Robin.Schroeder@cityofroseville.com>; Julie Strahan <Julie.Strahan@cityofroseville.com>
Subject: Comment on Proposed Ordinance Amending Chapter 309, Massage Therapy

You don't often get email from schaon@psinergyhealth.com. [Learn why this is important](#)

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

Dear Mayor & City Council Members,

I saw that there is a Proposed Ordinance to Amend Chapter 309 and I must say I have many issues with this.

1. There is already a State Law governing Massage Therapy Practitioners in MN. Please see MN 146a: <https://www.revisor.mn.gov/statutes/cite/146a>
 1. The city ordinance **conflicts** with State Law in licensing Massage Therapist: <https://www.house.mn.gov/hrd/pubs/ss/ssprempll.pdf>
 2. The City Ordinance offers LESS consumer protections than currently under State Law:
 1. Example: Clients MUST be given a Client Bill of Rights BEFORE treatment (example: <https://www.psinergyhealth.com/wp-content/uploads/Client-Bill-of-Rights-20201227.pdf>). The Client Bill of Rights includes many things including a list of education and training of the practitioner. The City Ordinance does not do this and assumes all practitioners have the same level of education and training. This is very bad for consumers as some practitioners have only done the "base" level of training, while others have taken hundreds of hours of advance training. This gives a false sense of actual skill of the practitioner.
 3. Brief History of 146a and overview of its

importance: <https://www.edgemagazine.net/2021/07/mn-146a-a-piece-of-health-freedom-in-mn/>

4. City Massage Therapist Licensure has created confusion within the profession and hence many practitioners are not following State Law.
2. Studies have also shown that occupational licensure creates undue burdens on low to moderate-income workers. Please see: <https://ij.org/issues/economic-liberty/occupational-licensing/>
3. Massage therapist have an expected career span of only 7 years: <https://massage-academics.com/7-years-average-career-lifespan-in-massage-therapy/#:~:text=7%20Years%2D%20Average%20Career%20Lifespan%20Massage%20%7C%20Massage%20Academics>. In reality, many only stay in it for 3-5 years due to burnout. While yes, there are some that stay in it for 20-30 years, that is not the norm.
 1. Does it make financial sense to require 600-hours of training plus the cost (\$6,000-\$30,000 depending on the school) for such a likely short length of time in that career?
 1. Anoka-Ramsey Community College's massage degree program looks like it is around \$7,220 (if in the career for only 5 years, that's over \$1,440/year to pay off that student debt!)
 2. University of Northwestern looks like it would be over \$26,000 for their program (if in the career for only 5 years, that's \$5,200/year to pay off that student debt!)
4. Your law actually treats males and females differently under 309.06.J.b. You are saying that a male-identified therapist may give a massage without a shirt.
5. Under 309.06.G - Alcohol is a very common thing at Business open houses/celebrations, there should be an exception during an Open House like event for the Business and massages during that time would not be offered except for maybe chair.
6. What about just Reflexology practitioners? There are MANY people that only do foot reflexology. 600-hours of training for them is idiotic.
7. What about Ayurvedic practitioners? Ayurvedic Massage is completely different from Western, Asian, etc, and often taught to Ayurvedic Practitioners. For example, I'm training in Ayurvedic Face Massage using Marma Points.
8. What about traveling massage practitioners that go to people's homes?
9. Under 309.06.Q: Rates. Those should also be posted to their public website.
10. 309.03 - License Exceptions. What about Naturopathic Doctors (they are registered), what about Traditional Naturopaths (unlicensed under MN 146a), what about CranioSacral Therapists (which is actually a form of energy work, NOT massage therapy, even though many massage therapist do blend it into their massage)?
11. Under 309.01.D. and E, Can you please cite some facts/reports on those? Massage techniques have been used within traditional forms of healing and have been passed down from generation to generation for well over 4,000 years.
 1. Here are a list of actions taken against practitioners since 2001 in the State of MN: <https://www.health.state.mn.us/facilities/providers/compalt/dispaictions.html>
 2. Human Trafficking happens way more via the internet: <https://www.health.state.mn.us/communities/safeharbor/myths.html>
12. Why limit the number of massage businesses within Roseville? I'm pretty sure there's well more than 10 massage businesses within Roseville city limits currently.

In closing, as a citizen in Roseville, I would say that I am against Massage Therapist licensing and should be scrapped. I'm not as much commenting on the Business License aspect (even though overall I think we have way too much licensing overall that restricts people's freedom and ability to make a living, though do agree that some modest licensure is understandable.) Additionally, with the world being on the edge of financial collapse (we're hearing it all over with the banks preparing for a recession again), do we truly want to be limiting and increasing burdens with people's abilities to work and provide for their families?

Make it a GREAT Day,

SchaOn Blodgett, CCP, BTAT, *he/him*

Traditional Naturopath • Complementary & Alternative Medicine Professional under MN Statute 146a

Psinergy Natural Health & Holistic Wellness | Helping you access your Awesomeness... *Naturally.*

a branch of Psinergy LLC

93 West Little Canada Rd, Suite 100
Little Canada, MN 55117

Office: (612) 217-4325

Fax: (612) 217-4325

schaon@psinergyhealth.com

<https://www.psinergyhealth.com>

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"A man too busy to take care of his health is like a mechanic too busy to take care of his tools."
Spanish Proverb

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.a

Department Approval

Michelle Littrick

City Manager Approval

Samuel Truoglen

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	\$470,508.32
106134-106285	\$889,933.44
Total	\$1,360,441.76

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: 04/05/2023 - 10:12AM
 Date Range: 03/14/2023 - 04/04/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	5,643.39
Total for Department: 00 General Function				5,643.39
Department: 01 General Government				
0	Adam's Pest Control Inc	Prevention Plus Service	03/15/2023	296.38
0	Alaska Air-CC	GFOA Conference - Airfare Michelle	03/27/2023	915.60
0	Amazon.com- CC	Wellness Packs Supplies	03/27/2023	187.12
0	Background Investigation Bureau - CC	Background Checks	03/27/2023	133.95
0	DG Minnesota CS 2021, LLC	February 2023 Solar Billings	03/22/2023	954.91
0	Dollar Tree-CC	Employee Recognition Lunch Supplie	03/27/2023	17.45
0	Erickson, Bell, Beckman & Quinn P.A.	Professional services rendered through	03/15/2023	14,513.00
0	Fikes, Inc.	Bathroom Supplies	03/15/2023	339.36
0	Hobby Lobby-CC	Employee Recognition Ribbon	03/27/2023	22.94
0	Innovative Office Solutions	Office Supplies	03/22/2023	925.16
0	League of MN Cities-CC	2023 MCMA Annual Conference	03/27/2023	515.00
0	Life Safety Systems, Inc.	City Hall Public Safety Annual Fire In	03/15/2023	1,240.00
0	Madden's - CC	Lodging for MCMA Conference	03/27/2023	386.54
0	McGough Property Management, LLC	Facility Management CH Expenses 2/	03/15/2023	290.62
0	Nitti Sanitation-CC	February Services Invoice 0000397081	03/27/2023	776.11
0	Panda Express-CC	Lunch w/ Mayor	03/27/2023	12.67
0	PayPal-CC	Private Colleges' Job Fair	03/27/2023	350.00
0	Quickbooks-CC	RVA Quickbooks	03/27/2023	319.00
0	Target- CC	supplies	03/27/2023	3.85
0	Time Saver Off Site Secretarial, Inc.	City Council & HRIEC Meetings	03/22/2023	646.50
0	Trader Joe's - CC	Employee recognition flowers	03/27/2023	136.11
0	Xcel Energy	Xcel Billings	03/15/2023	15,225.55
106154	Gilbert Mechanical Contracting	Fire Sprinkler System Inspection/Repl	03/15/2023	3,250.00
106159	Kennedy & Graven, Chartered	Retainer & Expenses through Jan 31, 2	03/15/2023	16,125.76
106167	Metropolitan Courier Corp.	February 2023 Services	03/15/2023	761.39
106195	The Garland Company, Inc	7810-5 Wet-Cote	03/15/2023	1,135.36
106206	ARAMARK Services	Coffee	03/22/2023	322.84
106211	Catch Your Dream Consulting	Workshop Initial Signing Payment	03/22/2023	8,750.00
106217	David R. Cantu	March 2023 Billings	03/22/2023	385.50
106227	Kennedy & Graven, Chartered	Legal Services through Feb 2023 - Ret	03/22/2023	16,094.32
106233	NFP Insurance Services, Inc.	BSwift Fee, ACA Fee	03/22/2023	666.40
106242	Trans Union, LLC	Employment Credit Report	03/22/2023	138.18
106244	Vault Health	DOT Urine Drug Screen	03/22/2023	53.76
106245	Zan Associates	Community Wide Visioning	03/22/2023	8,706.36
106248	Anchor Solar Investments, LLC	Solar Lease	03/29/2023	1,660.88
106263	Harmony Valley Farm, LLC	CSA Food Box for Citywide Wellness	03/29/2023	1,187.00
106280	Shred-N-Go, Inc.	Shredding Service through 3/24	03/29/2023	64.08
Total for Department: 01 General Government				97,509.65
Department: 02 Public Safety				
0	511 Tactical-CC	Uniforms	03/27/2023	90.00
0	All Traffic Solutions, Inc.	App, Traffic Suite (12mo)	03/15/2023	1,500.00
0	Amazon.com- CC	Uniforms	03/27/2023	1,172.44

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Amy Cuddihy	Mileage Reimbursement	03/15/2023	12.45
0	Apple-CC	Phone Charger	03/27/2023	40.80
0	BCA-CC	BCA Training	03/27/2023	50.00
0	Blauer Manufacturing-CC	uniforms	03/27/2023	217.98
0	Discount Electronics-CC	Keyboards	03/27/2023	215.03
0	Emergency Automotive Tech Inc	Soundoff Signal Replacement	03/15/2023	9.60
0	EventBrite-CC	Fight Hoarding Class	03/27/2023	150.00
0	Famous Daves-CC	Training Meal	03/27/2023	68.85
0	FBI Leeda-CC	Membership - Jeff Lopez	03/27/2023	50.00
0	Global Industrial-CC	White Boards and Supplies for investi	03/27/2023	579.61
0	Glock Inc-CC	Training Course for Eckert	03/27/2023	250.00
0	Greenhaven Printing	Krinke-PD Business Cards	03/15/2023	86.98
0	Greenvelope-CC	Invitations	03/27/2023	39.00
0	Home Depot- CC	Tools	03/27/2023	299.34
0	Innovative Office Solutions	Office Supplies	03/22/2023	246.70
0	Jefferson Fire & Safety, Inc.	Conway Shield Wide Body 6"	03/15/2023	128.48
0	Keys Cafe & Bakery-CC	Patrol Training Meal	03/27/2023	251.60
0	Marie Ridgeway-CC	Training - Philip Tannis	03/27/2023	600.00
0	Masa Consulting, Inc.	Jan 2023 Training Services	03/15/2023	912.50
0	Menards-CC	Replace broken threadlocker	03/27/2023	47.02
0	Midway USA-CC	Vest Hangers for Office	03/27/2023	111.18
0	Nitti Sanitation-CC	February Services Invoice 000039708	03/27/2023	230.74
0	North Georgia Communications - CC	Shoulder Mic Radio	03/27/2023	132.50
0	Northland Fools-CC	Training Class	03/27/2023	53.29
0	PayPal-CC	Training - Chad Koehler	03/27/2023	200.00
0	Pilot Gas-CC	Fuel	03/27/2023	38.00
0	Starbucks-CC	Training Meal	03/27/2023	176.31
0	Storm Training-CC	Patrol Training	03/27/2023	418.95
0	Streicher's	CSO Uniform	03/15/2023	1,859.76
0	Suburban Ace Hardware-CC	Lock	03/27/2023	123.19
0	Target- CC	Name tag labels	03/27/2023	151.25
0	Uline-CC	Envelopes	03/27/2023	202.11
0	UPS Store- CC	Shipping charges	03/27/2023	35.82
0	Yale Mechanical	HVAC Maintenance	03/29/2023	904.50
106138	All State Communications, Inc.	Installation of Cabling	03/15/2023	1,020.00
106143	Brothers Fire & Security	5 yr Internal Obstruction Inspections o	03/15/2023	750.00
106152	Galls, LLC	Reserves	03/15/2023	1,514.78
106162	LexisNexis Risk Data Management, Inc	February 2023 Minimum Commitmen	03/15/2023	200.00
106163	Marie Ridgeway LICSW. LLC	Wellness Check-ins	03/15/2023	1,080.00
106164	Martin McAllister, Inc.	Gray, Yang Public Safety Assessment	03/15/2023	1,250.00
106165	McKesson Medical-Surgical	Gloves	03/15/2023	248.30
106172	NeoCertified, LLC	Annual Renewal	03/15/2023	1,328.25
106173	Onsite Apparel, LLC	Admin Uniforms	03/15/2023	182.50
106183	Regions Hospital	Medical Direction Fee 2023	03/15/2023	5,567.00
106196	Thomson Reuters	Annual Membership	03/15/2023	768.00
106199	TransUnion Risk and Alternative	Account ID: 212095, Feb 2023 Billing	03/15/2023	197.20
106214	Circle K Stores Inc.	Car Washes 1/31-2/28	03/22/2023	32.50
106215	Comcast	Business Services 3/18-4/17	03/22/2023	111.65
106220	City of Eden Prairie	Annual Fencing Consortium Fee	03/22/2023	8,370.00
106241	TK Elevator Corp.	Original Contract Installment 2	03/22/2023	967.83
106243	Twin Cities Inflatables	Fire Inflatable 7/21/23	03/22/2023	1,776.90
106248	Anchor Solar Investments, LLC	Solar Lease	03/29/2023	357.68
106249	Aspen Mills Inc.	Embroidered Clothing	03/29/2023	370.52
106257	Dama Metal Products, INC.	Model FD Key Box Keys Only	03/29/2023	180.00
106273	Overhead Door Co of the Northland	Springs	03/29/2023	6,498.35
Total for Department: 02 Public Safety				44,427.44
Department: 03 Public Works				
0	Boyer Ford Trucks, Inc.	Omaha Orange Elite E New 2024 Wes	03/29/2023	114,822.00
0	Crysteel Truck Equipment, Inc.	Kit-Spring/Spring Trip/Return/Eye Bo	03/15/2023	270.27
0	Emergency Automotive Tech Inc	Sound Off Ghost Light LED Single Ar	03/29/2023	761.73
0	Factory Motor Parts, Co.	2012 Chev Sonic L4 18L, Housing AS	03/22/2023	204.14

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Factory Motor Parts, Co.	2008 GMC/Glow Plug	03/29/2023	420.61
0	Fleet Farm-CC	Brine Block	03/27/2023	122.28
0	FleetPride	Filter, Fuel Spin-on	03/15/2023	10.24
0	Frattallones-CC	Insert Fittings	03/27/2023	25.73
0	Greenhaven Printing	Jennifer Lowry Business Cards	03/22/2023	86.84
0	Home Depot- CC	Mailboxes	03/27/2023	324.72
0	Innovative Office Solutions	Office Supplies	03/22/2023	118.01
0	Mansfield Oil Company of Gainesville,	CONV 87 OCT E-10	03/15/2023	11,465.00
0	Mansfield Oil Company of Gainesville,	CONV 87 OCT E-10	03/29/2023	15,068.50
0	McMaster-Carr	Washers, thrust bearings	03/15/2023	262.89
0	Michael Kroeger	Union Purchase Reimbursement	03/29/2023	220.99
0	Midway Ford Co.	FOG HUB ASY	03/15/2023	154.00
0	Midway Ford Co.	Knob-G, Lamp ASY	03/22/2023	71.07
0	Napa Auto Parts	Blister pack capsules, D Earth	03/15/2023	137.85
0	Napa Auto Parts	HD3030C-LS, HDP SB	03/22/2023	69.99
0	Napa Auto Parts	License Kits	03/29/2023	866.65
0	Office Depot- CC	office supplies	03/27/2023	99.58
0	Rigid Hitch Incorporated	Hitch parts	03/29/2023	379.98
0	Snap On-CC	Shop Tools	03/27/2023	117.50
0	Suburban Ace Hardware-CC	Tools	03/27/2023	50.44
0	Xcel Energy	Xcel Billings	03/15/2023	2,615.72
106142	Boyer Ford Trucks, Inc.	A/C Coolant Supply Line	03/15/2023	263.09
106147	Cintas Corporation	Clothing	03/15/2023	145.28
106155	Grainger Inc	O-Ring	03/15/2023	7.68
106158	Jeff Belzers Roseville Chrysler Dodge	Replace left engine mount	03/15/2023	1,304.76
106168	Minneapolis Saw Company, Inc.	HUS CHAP TECHNICAL	03/15/2023	239.98
106175	OSI Environmental Inc	Used Oil Collection	03/15/2023	75.00
106178	Precise MRM, LLC	10MB Flat Data Plan US with NAF	03/15/2023	768.00
106198	Towmaster	Spring Ramp	03/15/2023	126.06
106200	Tri State Bobcat, Inc	Parts	03/15/2023	271.08
106202	White Bear Mitsubishi	LAMP ASSY, COMBINATION	03/15/2023	428.05
106203	Zahl Petroleum Maintenance Co	Diagnose & Replace part on Pump #1	03/15/2023	1,993.24
106216	Custom Truck One Source	RH. Headlight	03/22/2023	190.00
106223	Grainger Inc	Shaft Seal, Fluoro Rubber/Shaft Seal, 1	03/22/2023	89.40
106232	Minneapolis Saw Company, Inc.	Battery pole saw repair	03/22/2023	251.67
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	271.25
106247	Allstate Peterbilt of South St. Paul	HD Lube Spin-On	03/29/2023	329.17
106254	Cintas Corporation	Clothing	03/29/2023	148.14
106258	Diamond Vogel	UC1516-500 White FED HB TRF FD	03/29/2023	2,340.25
106264	Jeff Belzers Roseville Chrysler Dodge	Fix clunk on right turns	03/29/2023	357.00
106278	Rosedale Chevrolet	Handle	03/29/2023	26.19
106282	Suburban Tire Wholesale, Inc.	31-10.50R15 WRG Duratrac LRC Ow	03/29/2023	159.58
Total for Department: 03 Public Works				158,531.60
Total for Fund:100 General Fund				306,112.08

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 General Fund Donations				
Department: 02 Public Safety				
106181	Ramsey County	Marriage Record Request for Housing	03/15/2023	9.00
Total for Department: 02 Public Safety				9.00
Total for Fund:101 General Fund Donations				9.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	91.46
0	Short Elliott Hendrickson, Inc.	Verizon C-Band LTE @ Civic Center I	03/15/2023	4,390.54
Total for Department: 00 General Function				4,482.00
Department: 03 Public Works				
106141	Boarman Kroos Vogel Group, Inc	02 Master Planning	03/15/2023	11,047.12
Total for Department: 03 Public Works				11,047.12
Total for Fund:103 Contracted Engineering Svcs				15,529.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	46.14
Total for Department: 00 General Function				46.14
Department: 01 General Government				
0	Mailchimp-CC	500 Contacts	03/27/2023	20.00
0	Pioneer Press-CC	No inv	03/27/2023	16.00
106177	Postmaster-Mailing Requirements	For Deposit to PI 2437	03/15/2023	4,037.08
Total for Department: 01 General Government				4,073.08
Total for Fund:110 Telecommunications				4,119.22

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	394.42
106252	Central Park Foundation	Reimbursement. Brick Orders - Gilchr	03/29/2023	616.00
Total for Department: 00 General Function				1,010.42
Department: 04 Recreation				
0	Amazon.com- CC	Supplies - Sticky notes	03/27/2023	886.00
0	Atsuko Johnson	Baby & Me Hula/Hula sessions Feb 1-	03/15/2023	136.50
0	Becker Arena Products, Inc.	Jackson Mens Softec Hockey Rental	03/15/2023	2,569.47
0	Comcast-CC	Sandcastle Jan 26-Feb 25	03/27/2023	289.44
0	Cub Foods- CC	Open House Supplies	03/27/2023	29.95
0	Deon Haider	Program supplies	03/15/2023	35.56
0	DG Minnesota CS 2021, LLC	February 2023 Solar Billings	03/22/2023	21.78
0	Elizabeth Fletcher	Monday Chair Yoga Session Jan2-Mar	03/15/2023	672.00
0	Emerson Tool-CC	Parts for Shop Vac	03/27/2023	15.30
0	Fikes, Inc.	Bathroom Supplies	03/15/2023	246.43
0	Fryer Design-CC	Dasher Board Sponsors	03/27/2023	300.00
0	Fun Express-CC	Sweetheart Dance Supplies	03/27/2023	220.52
0	Greenhaven Printing	Recreation Sup Cards	03/15/2023	135.10
0	Hobby Lobby-CC	Sweetheart Dance Supplies	03/27/2023	6.38
0	Home Depot- CC	Parts	03/27/2023	274.03
0	inkjets.com-CC	Printer Ink	03/27/2023	32.90
0	Jennan Kellogg	HANC Program Supplies	03/15/2023	168.05
0	Lakeshore Learning- CC	Art Supplies	03/27/2023	248.05
0	Lois Cunningham	Thursday Chair Yoga Session Jan 5-Fe	03/15/2023	218.40
0	Lunds & Byerlys-CC	Debbie Cash Retirement Party Flower	03/27/2023	38.60
0	Mood Media, Inc.	Recurring Services March 2023	03/15/2023	75.00
0	MRPA-CC	Yearly Membership	03/27/2023	170.00
0	Nitti Sanitation-CC	February Services Invoice 000039708	03/27/2023	566.34
0	Office Depot- CC	Printer Toner	03/27/2023	176.10
0	R & R Specialties of Wisconsin, Inc	Pully Assy, LID LIFT	03/15/2023	75.25
0	R & R Specialties-CC	Ice Paint	03/27/2023	2,899.45
0	Restaurant Depot- CC	Concessions Supplies	03/27/2023	56.92
0	Scott Breuer	Mileage Reimbursement Feb 2023	03/15/2023	53.58
0	Taho Sportswear, Inc.	Broomball Shirts	03/29/2023	247.60
0	Target- CC	Concessions Supplies	03/27/2023	5.38
0	United Noodles-CC	Open House Supplies	03/27/2023	91.97
0	Walmart-CC	Park building supplies	03/27/2023	94.89
0	Weissman's Design-CC	Skate Show Costumes	03/27/2023	1,060.07
0	Willie McCray	18 games Official and Scorekeeper 3/8	03/15/2023	2,719.00
0	Willie McCray	Game Official & Scorekeeper - 11 Gar	03/29/2023	2,135.00
0	Xcel Energy	March Excel Billings	03/22/2023	3,660.33
106135	AARP Driver Safety Program	4 Hour Course on 3/2, 11 members, 5	03/15/2023	345.00
106136	Action Sports of MN, Inc.	Skateboard Camp Deposit	03/15/2023	1,200.00
106140	ASCAP, Inc.	Account 500578865	03/15/2023	420.00
106148	The Cleaning Authority, Inc.	February Monthly Cleaning	03/15/2023	3,855.60
106153	Get Messy LLC	A Very Messy Art Class 12/27 - 20 Ki	03/15/2023	1,520.00
106154	Gilbert Mechanical Contracting	Annual Sprinkler System Inspection	03/15/2023	350.00
106155	Grainger Inc	ENCLOSUR, METALLIC 24IN HX 16	03/15/2023	352.72
106157	Ice Sports Industry-ISI	Annual Membership	03/15/2023	395.00
106161	Jessica Lee	Ensemble Music Classes Spring 2022	03/15/2023	2,910.60
106166	A. Norman & Company Inc	Memphis and the Meantimes Tour - 44	03/15/2023	3,696.00
106169	MN Catholic Credit Union	Refund for damage deposit - Banquet	03/15/2023	100.00
106170	MN Dept of Public Safety	Hazardous Material Fee, Inv 6206000	03/15/2023	100.00
106171	The MPX Group	Skate Tags	03/15/2023	2,041.80
106177	Postmaster-Mailing Requirements	For Deposit to PI 2437	03/15/2023	5,687.40
106179	RAHS Boys Booster Club	2022-2023 Second half concession prc	03/15/2023	2,144.30
106180	RAHS Girls Booster Club	2022-2023 Second Half Concession SI	03/15/2023	2,670.73
106182	Reach for Resources, Inc	Recreation Contracts 2023	03/15/2023	6,376.69
106184	Revolutionary Sports, LLC	Roseville Basketball Classes	03/15/2023	1,308.13

Check No.	Vendor/Employee	Transaction Description	Date	Amount
106185	Roseville Area High School	2022-2023 RAHS Boys & Girls Hockey	03/15/2023	8,447.00
106188	Shamrock Group, Inc.	Soda for Concessions	03/15/2023	109.00
106189	Sherwin Williams Co.	Paint & Supplies	03/15/2023	79.64
106190	St. Croix Coffee Tea Company	Powerade for Concessions	03/15/2023	316.29
106197	Total Mechanical Services, Inc.	Repair work	03/15/2023	1,205.95
106201	Watson Company	Concession Supplies	03/15/2023	274.20
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	50.00
106246	AARP	AARP Class Instruction - 5 participant	03/29/2023	110.00
106261	Get Messy LLC	Sensational Slime Camp - 10 Kids	03/29/2023	1,345.00
106266	Cathy Meyer	Supplies for Community Band	03/29/2023	69.11
106275	William Pringle	Broomball Official 19 games	03/29/2023	456.00
106281	George Sigstad	Broomball Official - 19 Games	03/29/2023	456.00
Total for Department: 04 Recreation				69,023.50
Total for Fund:200 Recreation Fund				70,033.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	281.55
Total for Department: 00 General Function				281.55
Department: 04 Recreation				
0	David Beckermann	Union purchase reimbursement	03/22/2023	237.99
0	Frattallones-CC	Pulley, Belt, Paint, Cleaner	03/27/2023	55.96
0	Lightbulbs.com - CC	Bulbs	03/27/2023	609.54
0	Lunds & Byerlys-CC	detergent	03/27/2023	9.33
0	Microsoft-CC	Fraudulent Purchase	03/27/2023	150.30
0	MN Nursery & Lands-CC	Shade Tree Short Course	03/27/2023	225.00
0	Nitti Sanitation-CC	February Services Invoice 0000397081	03/27/2023	1,061.95
0	North 40-CC	Fraudulent Purchase	03/27/2023	163.50
0	Sherwin Williams - CC	Paint/Supplies	03/27/2023	229.37
0	Suburban Ace Hardware-CC	Scraper blades	03/27/2023	39.96
0	Uline-CC	24x32 Export Pallets	03/27/2023	150.02
0	Xcel Energy	Xcel Billings	03/15/2023	3,832.22
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	150.00
106271	On Site Companie-OSSTC	Portable Charges 3/18-4/14/23	03/29/2023	805.00
Total for Department: 04 Recreation				7,720.14
Total for Fund:204 P & R Contract Maintenance				8,001.69

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 220 Municipal Community Band				
Department: 04 Recreation				
106250	Paul Aye	Community Band Scholarship Winner	03/29/2023	500.00
106262	David Hansen	Reimbursement for Coffee - Music So	03/29/2023	47.74
Total for Department: 04 Recreation				547.74
Total for Fund:220 Municipal Community Band				547.74

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	598.56
0	Mn Dept of Labor-CC	Monthly Building Permit Surcharge	03/27/2023	2,384.75
106176	Ovation Homes LLC	Construction Deposit Refund: 209 MC	03/15/2023	1,000.00
106221	Ehlers & Associates, Inc.	Dominium Billings through 2/28/23	03/22/2023	885.00
Total for Department: 00 General Function				4,868.31
Department: 02 Public Safety				
0	Drop Box-CC	Dropbox Subscription	03/27/2023	119.88
0	Innovative Office Solutions	Office Supplies	03/22/2023	54.56
0	T Mobile-CC	Inspector Cell Phones	03/27/2023	281.14
106209	Mike Bunnell	Plan Review of Twin Lakes Station E/	03/22/2023	3,675.00
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	125.00
106277	Refuge Roofing and Siding	Building Permit Refund	03/29/2023	112.00
Total for Department: 02 Public Safety				4,367.58
Total for Fund:260 Community Development				9,235.89

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	487.38
Total for Department: 00 General Function				487.38
Department: 01 General Government				
0	Amazon.com- CC	Vacuum Cleaner Bags	03/27/2023	30.47
0	Fikes, Inc.	Bathroom Supplies	03/15/2023	84.84
0	Full Slate-CC	Renewal of unlimited appointments fo	03/27/2023	49.95
0	Imaging Spectrum-CC	Passport Photo Paper	03/27/2023	1,747.79
0	Innovative Office Solutions	Office Supplies	03/22/2023	923.45
0	Mary Dracy	Mileage Reimbursement 1/3 to 3/23/2	03/29/2023	391.69
0	McGough Property Management, LLC	Facility Management LC Expenses 2/2	03/15/2023	601.91
0	USPS-CC	Postage	03/27/2023	1,319.15
0	Xcel Energy	March Excel Billings	03/22/2023	1,034.67
106213	CenturyLink	Account: 651 766-4609	03/22/2023	165.49
106218	Distinctive Window Cleaning Company	License Center window cleaning	03/22/2023	45.00
Total for Department: 01 General Government				6,394.41
Total for Fund:265 License Center				6,881.79

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	3.50
Total for Department: 00 General Function				3.50
Total for Fund:270 Charitable Gambling				3.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 282				
Department: 01				
106207	Bhutanese Community Organization of	ARPA Grant to Non-Profit Orgainizati	03/22/2023	10,000.00
106208	Bridging Inc	ARPA Grant to Non-Profit Organizatic	03/22/2023	10,000.00
106225	Karen Organization of MN	ARPA Grant to Non-Profit Organizatic	03/22/2023	10,000.00
106229	Keystone Community Service	ARPA Grant to Non-Profit Organizatic	03/22/2023	10,000.00
106230	Kids in Need Foundation	ARPA Grant to Non-Profit Organizatic	03/22/2023	10,000.00
106235	Northeast Youth & Family Services	ARPA Grant to Non-Profit Organizatic	03/22/2023	10,000.00
Total for Department: 01				60,000.00
Department: 02				
0	Masa Consulting, Inc.	Mental Health and Wellness Support S	03/15/2023	2,500.00
Total for Department: 02				2,500.00
Total for Fund:282				62,500.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	5.57
106268	MN Dept of Finance	2022 Forfeiture Property	03/29/2023	388.90
106276	Ramsey County Attorney	2022 Forfeiture Property	03/29/2023	777.80
Total for Department: 00 General Function				1,172.27
Total for Fund:290 Police Forfeiture Fund				1,172.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
0	Amazon.com- CC	Replacement Optic	03/27/2023	461.70
0	C&H Precision Weapons-CC	Firearms parts New Hire	03/27/2023	165.26
0	Streicher's	CIP Equipment	03/15/2023	20,999.89
106219	Dodge of Burnsville, Inc.	2023 Dodge Charger	03/22/2023	71,190.00
Total for Department: 02 Public Safety				92,816.85
Total for Fund:400 Police Vehicle Revolving				92,816.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
0	Ancom Technical Center	Cables	03/29/2023	179.39
106234	North Country Chevrolet	2023 Chev Tahoe SSV	03/22/2023	40,069.60
106256	Custom Dealer Integrations	Alea Leather Interior - Chevy Tahoe	03/29/2023	2,398.00
Total for Department: 02 Public Safety				42,646.99
Total for Fund:401 Fire Vehicles Revolving				42,646.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
106150	Definitive Technology Solutions, Inc.	Waste Toner	03/15/2023	830.07
106224	Great American Financial Services	Copier Rental	03/22/2023	365.20
Total for Department: 01 General Government				1,195.27
Total for Fund:409 Central Svcs Equip Revolving				1,195.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
106240	Sun Control of Minnesota, Inc	Admin office - 3M Dusted Crystal Filr	03/22/2023	375.00
Total for Department: 01 General Government				375.00
Total for Fund:410 Building Improvements				375.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 415 Roseville-John Rose Oval Proje				
Department: 04 Recreation				
0	Goodmanson Construction, Inc.	Ice System Replacement	03/15/2023	45,000.00
Total for Department: 04 Recreation				45,000.00
Total for Fund:415 Roseville-John Rose Oval Proje				45,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 426 Park Renewal 2011				
Department: 04 Recreation				
0	Stantec Consulting Services Inc.	Natural Resources Renewal Project	03/29/2023	96,907.37
Total for Department: 04 Recreation				96,907.37
Total for Fund:426 Park Renewal 2011				96,907.37

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 529 G.O. Housing Revenue (2009)				
Department: 12 Debt Service				
106221	Ehlers & Associates, Inc.	General Consulting Services though F	03/22/2023	980.00
Total for Department: 12 Debt Service				980.00
Total for Fund:529 G.O. Housing Revenue (2009)				980.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 585 TIF District #17-Twin Lakes				
Department: 10 Community Development				
106221	Ehlers & Associates, Inc.	General TIF Consulting Billings throu;	03/22/2023	1,097.50
106227	Kennedy & Graven, Chartered	Legal Services through Feb 2023 - PIK	03/22/2023	956.00
Total for Department: 10 Community Development				2,053.50
Total for Fund:585 TIF District #17-Twin Lakes				2,053.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 588 TIF District #20: McGough				
Department: 10				
106134	2720 Fairview Group, LLC	2nd Half of 2022 TIF Pay as you go T	03/15/2023	44,727.14
106193	Tareen Dermatology	2nd Half of 2022 TIF Pay as you go T	03/15/2023	41,483.34
Total for Department: 10				86,210.48
Total for Fund:588 TIF District #20: McGough				86,210.48

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 589 TIF District #22 Twin Lakes II				
Department: 10				
106221	Ehlers & Associates, Inc.	General TIF Consulting Billings throu;	03/22/2023	275.00
Total for Department: 10				275.00
Total for Fund:589 TIF District #22 Twin Lakes II				275.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 590 Street Construction				
Department: 03 Public Works				
106237	Povolny Specialties	MN-DOT SSB with UPS Equipment	03/22/2023	13,900.00
106269	Mn Dept of Transportation	Coop. Constr. Agree. 1051804 - City c	03/29/2023	305,728.10
Total for Department: 03 Public Works				319,628.10
Total for Fund:590 Street Construction				319,628.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	158.76
106210	STEPHEN CALLINAN	Refund Check 003879-000, 1756 HAI	03/22/2023	49.32
Total for Department: 00 General Function				208.08
Department: 05 Sanitary Sewer				
0	InfoSend, Inc.	February Billings	03/15/2023	867.15
0	Josh Immerman	Work Boots	03/22/2023	109.99
106145	Capra's Utilities Inc	Repair Leaking water service at 435 Ju	03/15/2023	6,975.00
106205	2277 Roseville West, LLC	PW Storage- Lease Paymnt for April 2	03/22/2023	1,671.77
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	95.00
106265	LLR Investments, LLC	Long Lake Lift Station Easement	03/29/2023	10,000.00
Total for Department: 05 Sanitary Sewer				19,718.91
Total for Fund:600 Sanitary Sewer				19,926.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	259.94
106139	KELLY ANDERSON	Refund Check 025163-000, 1195 W C	03/15/2023	179.94
106146	LAURA CARPENTER	Refund Check 014083-000, 810 MILI	03/15/2023	158.06
106174	PEDER OPSAHL	Refund Check 021753-000, 2137 FAI	03/15/2023	191.76
106186	BB # 01-103610-GXD004 ROSEVILL	Refund Check 013702-000, 1755 W C	03/15/2023	157.52
106187	DAVID SCHMITZ	Refund Check 023805-000, 1377 W C	03/15/2023	247.66
106192	SULLIVAN PROPERTIES INVESTM	Refund Check 025241-000, 1430 W C	03/15/2023	298.22
106194	BRUCE THAO	Refund Check 022781-000, 2809 AR	03/15/2023	227.52
106222	BETHANY GILMAN RYDER	Refund Check 011808-000, 992 LYD	03/22/2023	130.93
106226	JAMES KELLY	Refund Check 002012-000, 1695 W C	03/22/2023	86.49
106251	ARIANA & O'BRIAN BAXTER	Refund Check 023373-000, 457 WOC	03/29/2023	198.95
106253	CHICAGO SEAHORSE LLC	Refund Check 025451-000, 446 WOC	03/29/2023	391.77
106255	STEPHANIE COGSWELL	Refund Check 019890-000, 637 SKIL	03/29/2023	308.62
106259	EDWARD & DORIS DOERFLER	Refund Check 002225-000, 735 COP	03/29/2023	88.99
106260	BRETT & RONDA ENGELHARDT	Refund Check 000162-000, 2543 AL	03/29/2023	173.77
106267	Mid-America Real Estate - Minnesota,	Refund - Double paid utility bill. Acct	03/29/2023	8,431.68
106270	LEWIS NG	Refund Check 002951-000, 3107 EVI	03/29/2023	218.74
106272	OVATION HOMES LLC	Refund Check 025530-000, 209 MCC	03/29/2023	2.29
106274	DUANE PAISLEY	Refund Check 005817-000, 2731 MA	03/29/2023	135.05
106279	TAMMY SCHROYER	Refund Check 018774-000, 1213 SKI	03/29/2023	191.64
106284	DIANE & CARLOS VALERO	Refund Check 005187-000, 1146 LAI	03/29/2023	79.91
106285	JUDY ZOBECK	Refund Check 023138-000, 1205 ELI	03/29/2023	109.86
Total for Department: 00 General Function				12,269.31
Department: 06 Water Fund				
0	Costco-CC	Paper Kitchen products	03/27/2023	62.61
0	Ferguson Waterworks #2518	Neptune Rep 5/8 Reg Usg	03/15/2023	1,910.00
0	General Industrial Supply Co.	Zone II Blue Lens/Blk Frame	03/15/2023	48.00
0	Home Depot- CC	W.B. Truck parts	03/27/2023	25.86
0	InfoSend, Inc.	February Billings	03/15/2023	867.13
0	Menards-CC	WM Break Truck & Excavator	03/27/2023	84.98
0	MN Rural Water Association-CC	Tech Conference Fee	03/27/2023	650.00
0	Safe-Fast - CC	Boots	03/27/2023	392.26
0	Suburban Ace Hardware-CC	Light Bulbs	03/27/2023	13.95
0	Ted Fish	Out of city gasoline purchase unit #22	03/15/2023	31.01
0	Walmart-CC	Stock Towels	03/27/2023	38.61
0	Xcel Energy	March Excel Billings	03/22/2023	5,941.94
106137	Advanced Engineering & Environment	Professional Services 1/28-2/24/23 Fir	03/15/2023	4,751.75
106156	Holcim-MWR, Inc.	Road Base	03/15/2023	2,373.92
106205	2277 Roseville West, LLC	PW Storage- Lease Paymnt for April 2	03/22/2023	1,671.77
106212	Cemstone Products Co, Inc.	4500, 3/4 GV, AE	03/22/2023	1,331.50
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	130.00
106238	Q3 Contracting, Inc.	Detour Arrow Panel, Type 3	03/22/2023	155.40
106283	Twin City Water Clinic, Inc.	Feb Distribution Samples	03/29/2023	680.00
Total for Department: 06 Water Fund				21,160.69
Total for Fund:610 Water Fund				33,430.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	208.56
Total for Department: 00 General Function				208.56
Department: 07 Golf Course				
0	Cub Foods- CC	Candlelight Snowshoe Event Supplies	03/27/2023	307.54
0	Fleet Farm-CC	Sport Sled	03/27/2023	91.26
0	MTI Distributing, Inc.	Workman GTX EFI - Utility Vehicle	03/15/2023	9,442.68
0	Nitti Sanitation-CC	February Services Invoice 0000397081	03/27/2023	457.76
0	PLT Services - CC	8 hr online class	03/27/2023	185.00
0	Target- CC	Candlelight Snowshoe Event Supplies	03/27/2023	64.43
106144	Jessica Calderon	Refund for security deposit - Banquet :	03/15/2023	200.00
106149	Comcast	Business Services 3/7 - 4/6/23	03/15/2023	169.51
106151	Nairy Digris	Refund for security deposit - Banquet :	03/15/2023	200.00
106160	Nancy Le	Refund for security deposit - Banquet :	03/15/2023	200.00
106204	Zerorez-Minneapolis	Carpet Cleaning Cedarholm	03/15/2023	641.72
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	25.00
Total for Department: 07 Golf Course				11,984.90
Total for Fund:620 Golf Course				12,193.46

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	174.10
Total for Department: 00 General Function				174.10
Department: 08 Storm Water				
0	General Industrial Supply Co.	TracPro Footwear	03/15/2023	348.80
0	InfoSend, Inc.	February Billings	03/15/2023	867.13
0	Innovative Office Solutions	Office Supplies	03/22/2023	27.30
0	WSB & Associates, Inc.	Professional Services Jan 1-31, 2023	03/15/2023	48.75
106205	2277 Roseville West, LLC	PW Storage- Lease Paymnt for April 2	03/22/2023	1,671.77
106228	Kevitt Excavating, LLC	Contract Number 2023-A, Pay Reques	03/22/2023	72,610.68
106231	League of MN Cities	MN Cities Stormwater Coalition Conti	03/22/2023	1,340.00
106236	Onsite Medical Service, Inc.	Hearing Tests	03/22/2023	78.75
Total for Department: 08 Storm Water				76,993.18
Total for Fund:640 Storm Drainage				77,167.28

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Solid Waste Recycle				
Department: 00 General Function				
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	19.75
Total for Department: 00 General Function				19.75
Department: 09 Recycle				
0	Sticker Mule-CC	Custom Static Clings	03/27/2023	161.60
Total for Department: 09 Recycle				161.60
Total for Fund:650 Solid Waste Recycle				181.35

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 700 Workers Compensation				
Department: 00 General Function				
0	WCRA	Installment #2 Premium and Tax	03/15/2023	6,214.77
Total for Department: 00 General Function				6,214.77
Total for Fund:700 Workers Compensation				6,214.77

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
106239	Stericycle, Inc.	Monthly Billing, Customer Number 20	03/22/2023	295.14
Total for Department: 00 General Function				295.14
Total for Fund:710 Risk Management				295.14

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 - Reed 3041 Patton R	03/22/2023	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/Origination Fee	03/22/2023	750.00
0	Center for Energy and Environment	Home Energy Squad Planner Visits/Au	03/29/2023	1,400.00
0	LINA	Bill Reference 15688_03012023, Pren	03/22/2023	53.32
106227	Kennedy & Graven, Chartered	Legal Services through Feb 2023 - Gei	03/22/2023	1,178.00
Total for Department: 00				3,381.32
Total for Fund:725 EDA Operating Fund				3,381.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 727 SE Roseville				
Department: 00 General Function				
106191	St. Paul Area Chamber of Commerce	Rice & Larpenteur - Febrary Services :	03/15/2023	10,416.67
Total for Department: 00 General Function				10,416.67
Total for Fund:727 SE Roseville				10,416.67

REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.b

Department Approval

City Manager Approval



Item Description: Approve 2 Temporary Gambling Permits

BACKGROUND

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

Temporary Gambling Permit

Friends of Roseville Parks
2660 Civic Center Dr
Roseville, MN 55113

The Friends of Roseville Parks has applied for an Exemption from Lawful Gambling Licensing Permit to conduct lawful gambling activities (Bingo) on April 29, 2023 and November 4, 2023 at the Cedarholm Community Building.

Parkview Center School PTSA
701 County Road B
Roseville, MN 55113

Parkview Center School PTSA has applied for an Exemption from Lawful Gambling Licensing Permit to conduct lawful gambling activities (Raffle) on May 12, 2023 (rain date May 19, 2023) at 701 County Rd B.

POLICY OBJECTIVE

Required by City Code

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).

REQUESTED COUNCIL ACTION

Approve Friends of Roseville Parks and Parkview Center Schools PTSA requests.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A: Application, Friends of Roseville Parks

B: Application, Parkview Center School PTSA

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo

No Fee

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Page 1 of 2

ORGANIZATION INFORMATION

Organization Name: Friends of Roseville Parks Previous Gambling Permit Number: XB-94300-22-003
 Minnesota Tax ID Number, if any: 41-1312380 Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: 2660 Civic Center Drive
 City: Roseville State: MN Zip: 55113 County: Ramsey
 Name of Chief Executive Officer (CEO): Kori DeJong
 CEO Daytime Phone: 612 508 2632 CEO Email: Koridejong40@gmail.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☒ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

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

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**

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

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

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: April 29 and November 4

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: _____

☐ civic celebration Dates: _____

☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Kori L. DeJong Daytime Phone: 612 508 2632

Name of premises where bingo will be conducted: Cedarholm Community Bldg

Premises street address: 2323 Hamline Ave N.

City: Roseville If township, township name: _____ County: Ramsey

LG240B Application to Conduct Excluded Bingo

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Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Kori L. Deaton
(Signature must be CEO's signature; designee may not sign)

Date: 3/18/2023

Print Name: Kori L. Deaton

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

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

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

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

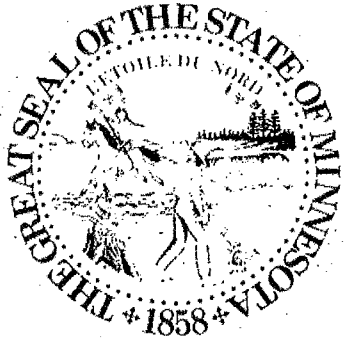
members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to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

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	Friends of Roseville Parks
Date Filed:	03/04/1969
File Number:	H-629
Minnesota Statutes, Chapter:	317A
Home Jurisdiction:	Minnesota

This certificate has been issued on: 03/18/2023



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit4/22
Page 1 of 4

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Parkview Center School PTSA

Previous Gambling Permit Number: X-34418-22-013

Minnesota Tax ID Number, if any: 8013071

Federal Employer ID Number (FEIN), if any: 41-1644248

Mailing Address: 701 Cty Rd B W

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

Name of Chief Executive Officer (CEO): Allison Lesch

CEO Daytime Phone: _____ CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): rhianna.stave@isd623.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Parkview Center School

Physical Address (do not use P.O. box): 701 Cty Rd B W

Check one:

☒ City: Roseville Zip: 55113 County: Ramsey

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 5/12/2023 (rain date 5/19/2023)

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

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

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

LG220 Application for Exempt Permit

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Page 2 of 4

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

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

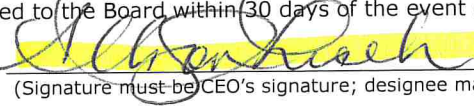
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 3-21-2023

(Signature must be CEO's signature; designee may not sign)

Print Name: Allison Lesch

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.c

Department Approval

Michelle Litrick

City Manager Approval

Sam J. 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)

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Sanitary Sewer	Ess Brothers and Sons Inc	Sanitary Sewer Repair	(a)	\$ 100,000	\$ 24,750	2023 CIP
Storm Sewer	Ess Brothers and Sons Inc	Storm Basin Catch Basin Repair	(b)	\$ 600,000	\$ 49,500	2023 CIP
City Hall / Maintenance Facility	SOS Furniture	Chair Replacement (City Hall and Maintenance Facility)	(c)	\$ 37,405	\$ 17,643	2022 CIP
Public Works	Warning Lites Minnesota	2023 Centerline Striping	(d)	\$ 15,200	\$ 16,814	2023 Budget
Boulevard Landscaping	Twin City Lawncare & Landscape	Streetscape Maintenance	(e)	\$ 79,910	\$ 41,225	2023 Budget
Pathway & Parking Lot Maintenance	T.A. Schifsky & Sons Inc.	Lexington Park parking lot and pathway, Cty Rd B pathway, concrete sidewalk panels on Fernwood	(f)	\$ 155,700	\$ 112,541	2023 CIP

Key

- (a) The staff is requesting approval for structure repair on various storm sewer catch basins, manholes and sanitary manholes. These repairs will lessen deterioration below grade in these structures. The ring area and joint sections will be sealed in identified manholes and catch basins from inside the structure using a urethane material. Quotes were received were calculated for 75 structures.
- (c) It is suggested that replacement of the guest chairs are needed as most currently range from 20-30 years old. Staff requested quotes to upgrade 99 chairs and a few miscellaneous other pieces of furniture. The \$37,405 is a rollover of unspent funds from the 2022 CIP.
- (d) This is part of the 2023 Annual Contractual Pavement Painting in the 2023 Budget of \$15,200. Warning Lites Minnesota was the lowest quote received by \$4,105.
- (e) This is the third year of the contract with Twin City Lawncare & Landscape. It is for mowing, weeding and clearing of miscellaneous street right-of-ways. Utilizing this contracted maintenance allows street maintenance to concentrate on other maintenance areas requiring attention.
- (f) Each year the City rehabilitates segments of bituminous trails and parking lots. In 2023 we received quotes for the Lexington Park parking lot and pathway, County Road B pathway, and concrete sidewalk panels on Fernwood.



Memo

To: Michelle Pietrick, Finance Director
cc: Jesse Freihammer, Public Works Director
From: Steve Zweber
Date: 3/15/23
Re: Storm Sewer Structure Repair

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

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

Quotes received were calculated for 75 structures:

Quotes Received

Ess Brothers and Sons	\$49,500.00 Storm Sewer
	\$24,750 Sanitary
	Total=\$74,250.00
Underground Utility Specialties	\$49,600.00 Storm Sewer
	\$24,940.00 Sanitary Sewer
	Total=\$74,540.00
Ever last Rehab	\$52,500.00 Storm Sewer
	\$27,000.00 Sanitary Sewer
	Total=\$79,500.00

The low quote was Ess Brothers and Sons

Storm Sewer structure repairs are funded through general storm sewer replacement/rehabilitation funds which has an overall budget of \$400,000.

Sanitary Sewer structure repairs are funded through general sanitary replacement rehabilitation and 2023 PMP.



Public Works Department

Memo

To: Michelle Pietrick, Finance Director
From: Jesse Freihammer, Public Works Director
Date: April 5, 2023
Re: City Hall Furniture Upgrades

As part of the 2022 Facilities budget staff looked into replacing guest staff chairs throughout city hall and the maintenance facility. Most of the current guest chairs are 20-30 years old and in need of replacement. Staff requested quotes to upgrade 99 chairs and a few miscellaneous other pieces of furniture.

The city received quotes from three vendors for different chairs. Based on the average chair price, SOS furniture was the low quote. Staff reviewed samples from SOS Furniture and has worked with them on other past furniture projects so the quality of the chairs for the low price is acceptable.

- SOS Furniture – Average Chair Price - \$166
- State Contract Pricing – Average Chair Price - \$245
- Intereum – Average Chair Price - \$315
- This would be funded from the following:
 - \$17,642.80 - Workstation Replacement - City Hall line item in 2022 Facilities CIP-410-01-64-00-0000-42-453000
 - There was a \$350,000 budget. There is still in excess of \$100,000 in budget remaining that will cover this cost.



Memo

To: Michelle Pietrick Finance Director
cc: Jesse Freihammer, Public Works Director
From: Steve Zweber
Date: 3/31/2023
Re: Annual Pathway Reclaim and Pave

Every year the City rehabilitates segments of bituminous trails and parking lots. \$245,000 has been budgeted for this work in the 2023 CIP.

We received quotes for Lexington Park Parking Lot and pathway, County Rd B pathway, concrete sidewalk panels on Fernwood.

Quotes from:

T.A. Schifsky & Sons Inc.	\$112,540.50
Bituminous Roadways Inc.	\$124,727.50
FPI Paving Contractors Inc.	\$132,544.95

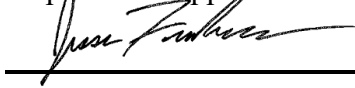
Award to low quote to T.A. Schifsky & Sons Inc.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

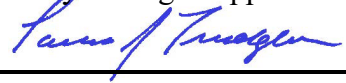
Date: April 10, 2023

Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Approve Proposal for Engineering Services for Project 22-22, South McCarrons Retaining Wall Construction Observation

BACKGROUND

City staff has worked with TKDA to design a replacement for the large retaining wall on South McCarrons Boulevard between Woodruff Avenue and Glenwood Avenue. The wall was originally constructed in the early 1990's. The wall has moved and is slowly failing due to a combination of poor design and poor construction methods. Based on the analysis done by TKDA, there is no immediate danger of the retaining wall failing. Staff continues to monitor the wall.

The design for the replacement wall includes a soil nail installation method which will minimize construction disturbance for the adjacent properties. Staff anticipates construction of the wall during the 2023 season. Staff plans to solicit bids in late April and bring bids to Council in May.

To assist with construction observation for specialized construction methods, TKDA provided the City with a proposal for observation services for Project 22-22, South McCarrons Retaining Wall in the amount, not to exceed, of \$53,500.

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 total proposed cost of the proposal by TKDA is \$53,500. The current estimated cost for construction of the new wall is \$1,300,000. Additional costs for testing will occur when the wall is built.

All costs for the wall can be funded with municipal state aid funds.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the Council approve the Proposal for Engineering Services for Project 22-22, South McCarrons Retaining Wall construction observation by TKDA.

26 **REQUESTED COUNCIL ACTION**

27 Motion to approve the Proposal for Engineering Services for Project 22-22, South McCarrons
28 Retaining Wall construction observation by TKDA.

Prepared by: Stephanie Smith, Assistant City Engineer
Attachments: A: Professional Service Agreement
B: TKDA Proposal, dated 3/17/2023
C Location Map

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the _____ day of _____, 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and TKDA, a consulting engineering company (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 April 30, 2023. Unless extended by written agreement of the Parties, this Agreement will terminate no later than October 27, 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: Jennifer Lowry

To Contractor:

TKDA
444 Cedar Street, Suite 1500
St. Paul, MN 55101
Attn: Jim Bellefleur

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. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. AND/OR General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor’s performance of duties under this Agreement;
- c. Automobile insurance for owned, hired and non-owned vehicles;
- d. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- e. 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.

- f. 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.
- g. 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

TKDA

By: _____
Mayor

By: _____
Its: _____

By: _____
City Manager

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor shall perform the following Work at the location shown below:

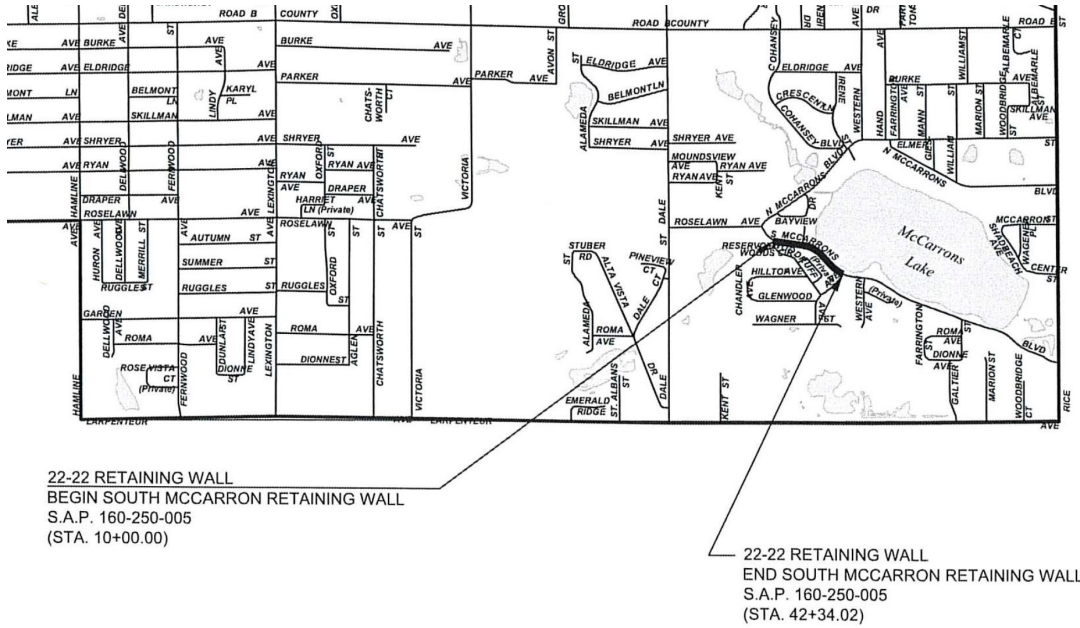


EXHIBIT B
COMPENSATION



Project Fee Estimate

Client:	City of Roseville						3/16/2023
Project:	South McCarrons Blvd Retaining Wall Construction Support						JJB
Task	Task Description	Estimated Person hours Required				Total Hours	Total Dollars
		PM	Structural		Admin		
		Sr Reg Eng	Sr. Reg Eng	Grad	Tech		
		\$ 230	\$ 149	\$ 100	\$ 90		
3	Progress reports and invoicing (7 Months)	8				8	\$ 1,840
B	BID ASSISTANCE						
1	Respond to Bidder Questions	4	2			6	\$ 1,218
C	CONSTRUCTION MANAGEMENT TEAM ASSISTANCE						
1	Review Shop Drawing Submittals	8	8	4		20	\$ 3,432
2	Construction Observation & Reports (12 wks)	12	48	240	12	312	\$ 34,992
3	Pre-construction joint site inspection			8		8	\$ 800
4	Attend SNW pre-construction meeting	2	2	2	1	7	\$ 1,048
5	Attend weekly construction meeting	12	In C.2	In C.2		12	\$ 2,760
6	Respond to RFI's	2	8			10	\$ 1,652
	SUBTOTAL HOURS	64	70	256	18	408	
	SUBTOTAL LABOR COST	\$ 14,720	\$ 10,430	\$ 25,600	\$ 1,620		\$ 52,370
Expenses:							
Travel		1300 miles @ \$0.655					\$ 1,114
Total Project							\$ 53,484
Total Not to Exceed Project Fees (Rounded)							\$ 53,500



March 17, 2023

Submitted via email: stephanie.smith@cityofroseville.com

Ms. Stephanie Smith
Assistant City Engineer
City of Roseville, Minnesota
2660 Civic Center Drive
Roseville, MN 55113

Re: Proposal for Engineering Services
South McCarron's Retaining Wall Construction Support
Roseville, Minnesota

Dear Ms. Smith:

In response to your Request for Proposal TKDA is pleased to submit this Proposal to provide Engineering Services in connection with the South McCarron's Boulevard Retaining Wall Construction Support in Roseville, Minnesota, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, the City of Roseville is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The CLIENT will be advertising for bids for the construction of the soil nail retaining wall along South McCarron's Boulevard between Glenwood Avenue and Woodruff Avenue in Roseville. The CLIENT contracted with TKDA in 2021 for the evaluation of the failing in-place wall and in 2022 for preparation of plans and special provisions for the wall.

The CLIENT requests services from TKDA to provide inspection assistance to the CLIENT's construction management team.

II. KEY PERSONNEL

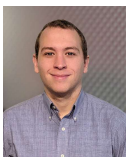
TKDA has the knowledge and experience inspecting retaining walls and soil nail walls on State Aid projects. We will provide services with our team of experienced professionals as follows:



Joe Mueller, PE has over 16 years of experience in various bridge and wall type designs and on-site field inspections and engineering related support during construction activities. Joe will serve as the Lead Inspector. He has experience working with the State Aid for Local Transportation office and has experience working on many different City and County projects. He regularly performs construction observation and administration for structural engineering projects.



Jim Bellefeuille, PE has over 36 years of experience designing bridges and walls for MnDOT, counties, cities, Class 1 railroads, and Metro Transit. He has a variety of construction related projects ranging from 2½ years as Assistant Field Engineer during the construction of the Wabasha Street Bridge over the Mississippi River, to two years as Assistant Engineer during demolition of the Xcel Energy Highbridge Coal Fired Generating Plant. Jim will be Project Manager and provide bid assistance for questions that may arise during bidding and review shop drawings.



Zack McElduff, EIT has over two years of experience in TKDA's bridge group designing bridges and retaining walls. Zack recently completed the MnDOT certification classes for construction inspection and will assist Joe during construction.



Sydney Bortscheller, EIT (IL) has over three years of experience, with one year in TKDA's bridge group designing bridges and retaining walls. Sydney assisted with the preparation of the South McCarron's wall plans and is very familiar with the planned construction. She will be the primary field support assisting Joe and the CLIENT during construction.

III. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. PROJECT MANAGEMENT

TKDA will hold a kick-off meeting with the CLIENT via Microsoft Teams to establish the lines of communication, confirm Project scope, review existing information for the existing retaining wall, receive Project data and develop the Project schedule.

B. BID ASSISTANCE

Provide responses to CLIENT for questions that may arise during bidding.

C. CONSTRUCTION MANAGEMENT TEAM ASSISTANCE

1. Review shop drawings:
 - a. Contractor Experience on Soil Nail Walls
 - b. Materials
 - c. Contractor soil nail wall plans and design computations
 - d. Construction Submittals
 - e. Architectural Concrete Texture (Rock Face)
 - f. Architectural Surface Finish (Multi Color)
 - g. Anti-graffiti Coatings
2. Provide construction observation and daily reports during the soil nail wall and cast-in-place concrete facing construction, assumed average of 24 hours per week.
3. With the Contractor, jointly inspect the site to observe and document the pre-construction condition of the site, existing structures and facilities.
4. Attend the soil nail wall pre-construction meeting.
5. Attend weekly coordination / progress meetings.
6. Provide responses to CLIENT on RFI's.

D. TKDA DELIVERABLES

- Daily construction observation report.
- Responses to bidder questions.
- Shop drawing reviews.
- Responses to RFI's.

E. SCHEDULE

- Construction Administration

TBD

IV. ADDITIONAL SERVICES

If authorized in writing by CLIENT, TKDA will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this proposal:

- A. Changes in scope during construction.
- B. Site visits requested during construction beyond what is described in Task D.

V. CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further or clarified herein below:

- A. Designate one (1) individual to act as a representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Construction management outside what is outlined in Task D.

VI. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of a Purchase Order and Notice to Proceed, and to complete all services by October 27, 2023 subject to the Contractor's construction schedule.

VII. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials basis for the not-to-exceed amount of \$53,500 plus reimbursable expenses.

Our fee assumes the following:

- Verification soil nails installed in a single 8 hour day.
- Production soil nails installed in eight 8 hour days.
- Proof testing of soil nails in a single 8 hour day.
- Drainage media/system and shotcrete in four 8 hour days.
- CIP Wall facing and caps in 29 days at 4 hours per day.
- Special surface finish, multi-color, and anti-graffiti coating over ten days at 2 hours per day.
- Final cleanup by October 17, 2023.

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VIII. CONTRACTUAL INTENT

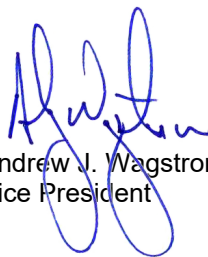
We thank you for the opportunity to submit this Proposal. If acceptable, please issue a Purchase Order authorizing us to proceed. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time. Please contact Jim Bellefeuille directly at 612.810.0646 or james.bellefeuille@tkda.com if you should have any questions.

We appreciate the opportunity to serve you on your project.

Sincerely,



James J. Bellefeuille, PE
Project Manager



Andrew J. Wagstrom, PE
Vice President

Attachment: Fee Spreadsheet
General Provisions

c: Lindsey Lawrence-TKDA

JRM:AJW:lmf:sfs



ACCEPTED FOR THE CITY OF ROSEVILLE

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email





Project Fee Estimate

Client:		City of Roseville					3/16/2023
Project:		South McCarrons Blvd Retaining Wall Construction Support					JJB
Task	Task Description	Estimated Person hours Required				Total Hours	Total Dollars
		PM	Structural		Admin		
		Sr Reg Eng	Sr. Reg Eng	Grad	Tech		
		\$ 230	\$ 149	\$ 100	\$ 90		
3	Progress reports and invoicing (7 Months)	8				8	\$ 1,840
B	BID ASSISTANCE						
1	Respond to Bidder Questions	4	2			6	\$ 1,218
C	CONSTRUCTION MANAGEMENT TEAM ASSISTANCE						
1	Review Shop Drawing Submittals	8	8	4		20	\$ 3,432
2	Construction Observation & Reports (12 wks)	12	48	240	12	312	\$ 34,992
3	Pre-construction joint site inspeccion			8		8	\$ 800
4	Attend SNW pre-construction meeting	2	2	2	1	7	\$ 1,048
5	Attend weekly construction meeting	12	In C.2	In C.2		12	\$ 2,760
6	Respond to RFI's	2	8			10	\$ 1,652
	SUBTOTAL HOURS	64	70	256	18	408	
	SUBTOTAL LABOR COST	\$ 14,720	\$ 10,430	\$ 25,600	\$ 1,620		\$ 52,370
Expenses:							
Travel 1300 miles @ \$0.655							\$ 1,114
Total Project							\$ 53,484
Total Not to Exceed Project Fees (Rounded)							\$ 53,500

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

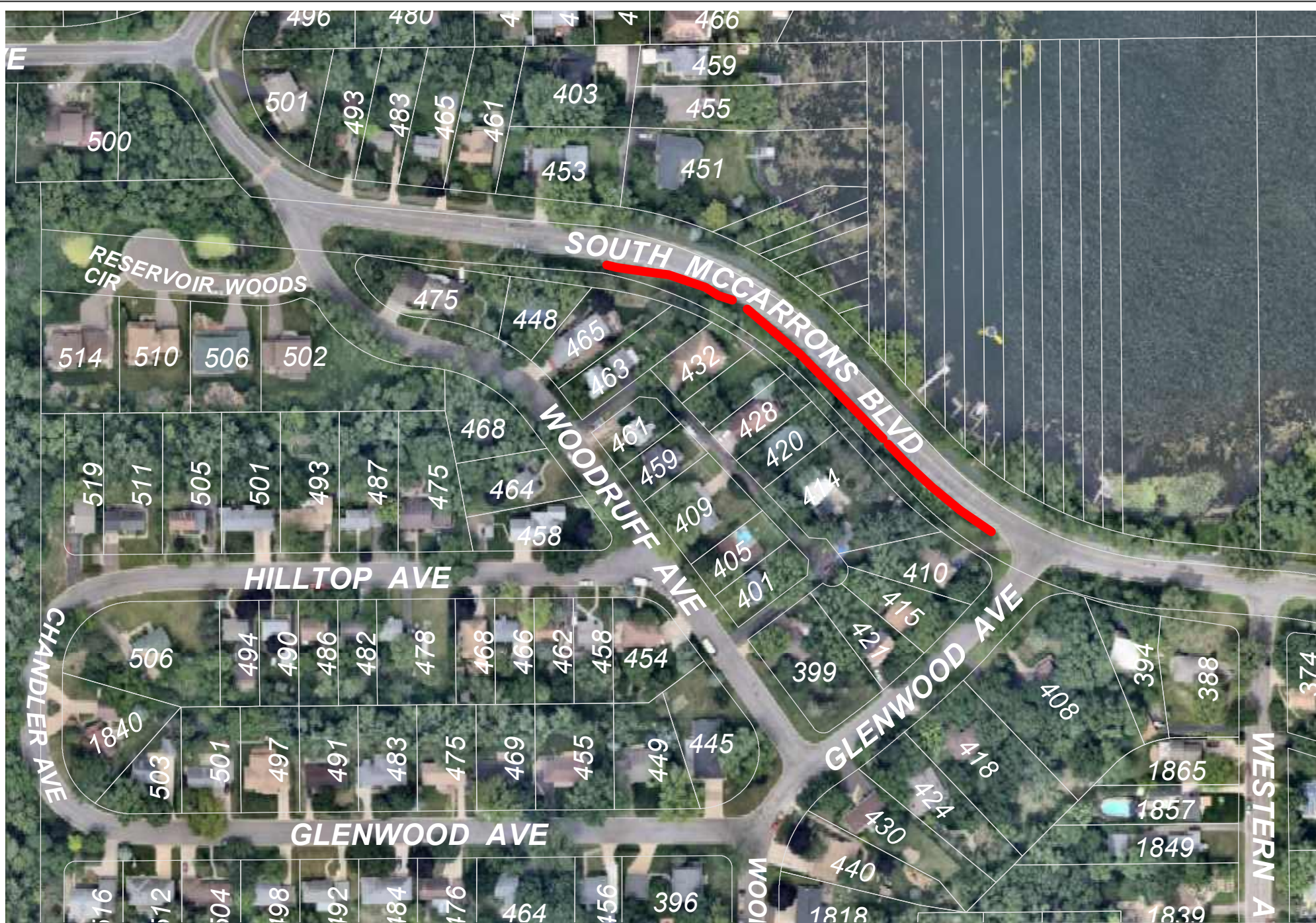
ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.



South McCarrons Blvd Retaining Wall



Prepared by:
Engineering Department
April 29, 2022

 Wall Project

Data Sources and Contacts:
 * Ramsey County GIS Base Map (4/05/22)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

DISCLAIMER
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the areas shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map is accurate, complete, current, or that the City or its employees are not negligent in relying on the data. The City does not warrant or guarantee exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 951-792-7700. The preceding disclaimer is provided pursuant to Minnesota Statutes §4.00, Subd. 21. 2/1/2006

By using this map, acceptor hereby agrees that the City and all its officials shall be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.e

Department Approval



City Manager Approval



Item Description: Authorize Food and Beverage Services Agreement Between City of Roseville and Burro Loco Restaurant

BACKGROUND

At the March 22, 2023 meeting the City Council review a draft potential agreement for Burro Loco LLC to become the kitchen/grill vendor for the Cedarholm Community Building. Council provided staff with some minor feedback and authorized staff to complete the agreement and place the final agreement on the consent agenda.

Enclosed is the proposed final agreement (Attachment A). The agreement reflects what was presented on March 22 with only minor alterations and clarifications. One substantive change, based on feedback received, was the expansion of the minimum spring/fall hours to 11:00am – 7:00pm (the original agreement proposed 11:00am – 6:00pm).

POLICY OBJECTIVE

The proposal is consistent with the city practice of providing the best possible service at the lowest cost to citizens and contracting out services where these goals can be met.

BUDGET IMPLICATIONS

The adopted 2023 Cedarholm Community Building budget anticipates \$15,000 in revenue from the kitchen/grill. With the terms of this agreement, \$9,000 would be received annually at minimum, plus 4% of sales. Although the total amount of sales cannot be known, a very conservative estimate based on our own experience and previous vendor would be \$60,000 per year, which would yield an additional \$2,400 to the city or a total of \$11,400. If the kitchen/grill grows, it is reasonable to anticipate revenue that would exceed this very conservative number.

RACIAL EQUITY IMPACT SUMMARY

The proposer, Burro Loco, is a minority and women owned business.

The proposed vendor has indicated their ability to prepare food for a broad cross-section of cultural groups.

As discussed, this proposed agreement does not include a preferred caterer “opt out” for cultural dietary considerations without a fee. With our previous vendor, staff found that the cultural opt out was overused by renters and put staff in the difficult position of determining what was a legitimate

31 cultural accommodation or simply someone who did not want to use the mandated catering vendor.
32 Under the currently proposed agreement, such groups could still “opt out” by paying the non-
33 preferred caterer fee.

34 In observation of this possible concern, an individual with a legitimate cultural concern may submit
35 a timely written appeal to the Parks and Recreation Director for consideration of waiving the non-
36 preferred caterer fee for a narrowly tailored cultural need and financial hardship. The Parks and
37 Recreation Director will have the discretion to waive the fee for cultural considerations for up to five
38 events per year, however, it is the intention of staff to use this authority sparingly, if at all.

39 An additional consideration for equity could be price point and access. The proposed agreement
40 seeks to keep the price point as low as is reasonably possible for daily users and facility renters,
41 while fulfilling the vision of a third party vendor.

42 **STAFF RECOMMENDATION**

43 Authorize the proposed Food and Beverage Services Agreement Between City of Roseville and
44 Burro Loco Restaurant

45 **REQUESTED COUNCIL ACTION**

46 Authorize the proposed Food and Beverage Services Agreement Between City of Roseville and
47 Burro Loco Restaurant

48 Prepared by: Matthew Johnson, Parks and Recreation Director

49 Attachments: A: Food and Beverage Services Agreement Between City of Roseville and Burro Loco Restaurant

50

**FOOD AND BEVERAGE SERVICES
AGREEMENT BETWEEN
City of Roseville and Burro Loco Restaurant**

THIS AGREEMENT, made and entered into this tenth day of April, 2023, by and between the City of Roseville a municipal corporation, hereinafter referred to as (“City”) and Burro Loco LLC, a Minnesota limited liability company, hereinafter referred to as (“Burro Loco”).

SECTION 1 - PURPOSE

1. The City owns and operates the Cedarholm Community Building and Golf Course (“Cedarholm”).
2. The City desires to contract with a food and beverage provider to provide such services, including catering and alcohol services.
3. The City desires to designate Burro Loco as the exclusive food and beverage provider at Cedarholm during the term of this contract. The City does reserve the right to use or allow another food and beverage service provider in the event of default occurring under this agreement or upon termination of this agreement.

SECTION 2- DUTIES AND RESPONSIBILITIES OF BURRO LOCO

1. Burro Loco agrees to provide food and beverage services, catering, and alcohol services for Cedarholm, (“the Services”) including provision of adequate staff, supplies, and appropriate licensing.
2. Burro Loco agrees to provide the Services according to the following schedule:
 - a. May 1- August 31: 11am-9pm.
 - b. March 1- April 30 & September 1- October 31: 11am-7pm.
 - c. November 1- February 28- as needed for events and the golf season.

Any derivation from this schedule must be approved, in writing, by the City at least two weeks prior to the schedule change.

3. Burro Loco agrees to obtain, maintain, and to periodically provide the City with a copy of the current licensure by the State of Minnesota and the City for service of food and alcohol during the term of this Agreement. Burro Loco agrees to meet all local/state/federal health regulations, codes, rules, and laws concerning Restaurant and Alcohol service.
4. Burro Loco accepts full and exclusive liability for all employees, servers, agents, and others it directs and controls to perform the Services and shall pay all applicable Social Security withholding taxes, unemployment, workers’ compensation, contributions of insurance, and any required employee benefits.

5. Burro Loco is responsible for the recruitment, training, employment, performance, and compensation of its staff, all of whom shall perform their services in a manner consistent with City policies and applicable ordinances. Burro Loco's employees will maintain a consistently high level of service and appearance. Burro Loco will provide enough qualified management and non-management employees to perform the Services, including an on-site manager.

6. Burro Loco will supply Services of good quality, on a timely basis, and with appropriate products in accordance with the terms of this Agreement. Products served are equivalent to the industry standard with respect to service, personnel, management, products, menus, pricing, and all other aspects of similarly situated restaurant and catering services. Burro Loco agrees to charge fair, reasonable, and not unjustly discriminatory prices for all food and other related products.

7. Burro Loco agrees to provide catering for events held at Cederholm and will have the right of first refusal to cater said events. Customers who wish to use an outside catering service may pay an outside catering fee to the City of \$100 for official City Affiliated Groups, \$150 for public groups of 50 or fewer guests, and \$250 for public groups of greater than 50 guests. The following events are excluded from catering services requirements and may opt-out with no additional fee:

- a. Events that do not include a meal (e.g. doughnuts, cookies and coffee).
- b. Specialty desserts such as wedding cakes.
- c. Up to 25 City run events per year.
- d. Up to 5 events per year if Burro Loco cannot accommodate religious, cultural or dietary restrictions.

It is the City's desire to work with Burro Loco to cater City events. However, the City may opt out of Burro Loco catering, for any reason, for these 25 events.

1. Burro Loco agrees that the menu attached as Exhibit A, and the catering menu attached as Exhibit B, are the intended operating menus and prices. Any significant deviation or price increases of more than 10% must be approved, in writing, by the City.

2. Burro Loco will be the sole provider of alcoholic beverages at Cedarholm, including providing full bars upon request at catered events. Alcohol service shall include, at minimum, four separate beer options and two wine options.

3. Burro Loco agrees to provide all smallware and compostable containers needed to provide the Services.

4. Burro Loco is responsible for daily janitorial services of the kitchen, dining room and patio and cleaning of the Community Room following any catered events. Burro Loco will provide regular and annual service maintenance and repair to the kitchen and bar equipment in accordance with the manufacturers' recommendations.

5. Burro Loco will maintain the facilities so that they remain in the same condition as they were on the date of this Agreement up to and including the termination of this Agreement.

6. Burro Loco agrees to open and close the building as needed if City staff are unavailable to do so.

7. Burro Loco may reprint and use the City of Roseville or the Cedarholm Golf Course Logo with written permission from the City.

8. Burro Loco agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, have the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Burro Loco and invoice transactions relating to this Agreement.

SECTION 3 - CITY'S DUTIES AND RESPONSIBILITIES

1. The City agrees to maintain the building and grounds in a high-quality condition, excluding maintenance designated to Burro Loco per this Agreement.

2. The City will schedule and update bookings within Cedarholm.

3. The City agrees to provide necessary tables, chairs, and other furniture and maintain them in acceptable condition.

4. The City agrees to work with Burro Loco representatives and clients to determine set-up and details surrounding each catered event.

5. The City will provide Burro Loco access to the Kitchen and Grill area of Cedarholm as needed for provision of the Services, prep time, food and beverage storage, cleaning, and maintenance. The Kitchen and Grill layout is provided "as is". Any alterations to the layout must be agreed to, in writing, by both the City and Burro Loco.

6. The City will provide Burro Loco staff with access to the City's public wifi network.

7. The City will provide Burro Loco the option of a phone line at the cost of \$25 per month.

8. The City will provide facility access and parking to Burro Loco personnel, including snow removal from parking lot and sidewalks.

9. The City will grant Burro Loco permission to display limited pre- approved signage on site. All signage must be approved, in writing.

SECTION 4 - JOINT RESPONSIBILITIES

The City and Burro Loco are jointly responsible for the following:

1. The City has the right to inspect the kitchen, grill, and dining room, without notice, at any time. The inspection will be conducted in a manner to avoid disruption to the Services. Burro Loco agrees to allow designated City staff to perform inspections as requested.

2. At the time a reservation for a catered event is made, a Burro Loco representative will document the details of services required and charges for services. City staff will document rental agreements.
3. Burro Loco and City Staff shall schedule reoccurring monthly conversations to evaluate Burro Loco's performance of Services.
4. Annual Review. In addition to monthly meetings, following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of Services performed under this Agreement. Burro Loco agrees to cooperate in such review and to provide such information as the City may reasonably request.

SECTION 5 – COMPENSATION

1. Burro Loco agrees to pay to the City \$750 per month in rental payments (the "Rental Payments") for the use of Cedarholm facilities.
2. Burro Loco Agrees to pay the to City 4% of all net sales at Cedarholm (the "net sales payments").
3. Burro Loco agrees to follow accounting procedures as listed below:
 - a. Burro Loco agrees to pay the City Net Sales Payments based on the final billing for each month, including revenue for any catering event held at Cedarholm. Net sales documentation must accompany payment.
 - b. Rental Payments and Net Sales Payments will be due on the first day of the month.
 - c. Net Sales Payments will be due one month after the final day they are collected (ex.- Net sales collected for the month of May will be due on July 1st). Net Sales Payments owing for months during the term of this Agreement will remain due to the City even after the termination of this Agreement.
 - d. The City will implement a 5% late fee for any Rental Payments that are not provided by the 5th day of any month.
4. A City representative will collect all fees from the customers that apply to room rental, damage deposit, equipment rental, or other fees payable.
5. Facility rentals by Burro Loco:
 - a. Burro Loco will be permitted to book 3 events per year (based on room availability) at no additional cost.
 - b. By request, Burro Loco will be permitted access to rental space at no cost if no events are booked 7 days prior to the request.

- c. Burro Loco will be permitted to book events (based on room availability) at the Roseville resident rate between one-month and one-week prior to the event.
- d. The City and Burro Loco will work together to establish a system that allows Burro Loco to see room availability, but all final booking must be made through the Cedarholm Recreation Supervisor.

SECTION 7- TERM, TERMINATION, DEFAULT

1. This Agreement is effective April 10, 2023 through December 31, 2026. This Agreement may be extended for an additional two-year period upon mutual written agreement of the Parties. If the Agreement is not extended, Burro Loco will remain responsible for providing services to rentals booked at Cedarholm for which they had committed to at the time of the Agreement expiration, but which events take place after the Agreement expiration. At the discretion of City staff, Burro Loco will remain responsible for providing service to the rentals booked at the City facilities for which they had committed at the time of the written notification of termination.
2. Any events that were booked prior to the date of this Agreement, even if such event occurs after the date of this Agreement, is outside the scope of this Agreement unless the parties agree otherwise.
3. If Burro Loco fails to perform cleaning, maintenance, or repair services in accordance with this Agreement, the City shall provide written notice that details the deficiencies to Burro Loco. If Burro Loco fails to respond or otherwise cure the deficiencies within 10 days of the written notice, the City may, but is not obligated to, cure the stated deficiencies. The City will send an invoice to Burro Loco for all costs associated with curing any noticed deficiencies. In the event that a deficiency presents a hazard to the health, safety, and/or wellbeing of Cedarholm guests, Burro Loco staff, or City Staff, the City retains the right to cure the deficiency immediately without notice.
4. If Burro Loco fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Default shall also occur immediately upon the filing of any petition in Bankruptcy, assignment for the benefit of creditors, or imposition of receivership upon Burro Loco.
5. The City may terminate this Agreement at any time for any reason provided that it gives at least thirty (30) days' written notice of termination or longer as the City determines in its sole discretion. Prior to the date of termination, Burro Loco will continue to provide Services under this Agreement and make Rent Payments and Net Sales Payments as required by this Agreement. Burro Loco may terminate this agreement for breach of this Agreement after providing the city notice of breach and a reasonable opportunity to cure but in no event shall such opportunity be shorter than thirty (30) days. If the City fails to cure within thirty (30) days, Burro Loco must provide notice of termination which will be effective no less than 180 days from issuance of the notice. Prior to the date of termination, Burro Loco will continue to perform the Services and make Rent Payments and Net Sales Payments as required by this Agreement.

SECTION 8 – INDEMNITY

Burro Loco 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 Burro Loco, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Services. 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.

SECTION 9 – INSURANCE

Prior to starting the Work and during the full term of this Agreement, the Burrow Loco must procure and maintain insurance, at Contractor's expense, as follows:

1. Workers Compensation insurance in accordance with Minnesota law;
2. General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor's performance of duties under this Agreement;
3. Liquor liability insurance;
4. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Burro Loco in this Agreement including duties related to indemnification;
5. 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.
6. 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.
7. Burro Loco must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, Burro Loco'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 Services. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Burro Loco has complied with all insurance requirements.

SECTION 11- MISCELLANEOUS

1. Data Practices. All data collected, created, received, maintained, or disseminated for any purposes by the activities of Burro Loco because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
2. Audit Disclosure. In accordance with Minnesota Statutes, section 16C.05, subdivision 5, Burro Loco's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the City and the Minnesota State Auditor for a minimum of six years from the expiration date of this Agreement.

3. Assignment or Subcontracting. Burro Loco shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City.

4. Independent Contractor. Services provided pursuant to this Agreement shall be provided by Burro Loco as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Burro Loco, or any other person engaged by Burro Loco in the performance of the Services, shall not be considered employees of the City. Burro Loco 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.

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: [NAME, TITLE]

To Contractor:

Attn: _____

6. Entire Agreement. 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 parties have executed this Agreement that day and year first above written.

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

BURRO LOCO RESTAURANT

By: _____

Print Name: _____

Its: _____

Date: _____

(2nd Signature)

By: _____

Print Name: _____

Its: _____

Date: _____

Exhibit A

Non-Catering Menu

MENU

APPETIZERS

Chicken Wings (10) \$12.99
BBQ, Buffalo or dry-rub served with blue cheese and celery

Walleye Fingers \$13.99
Hand-battered served with lemon and house tartar

Chicken Quesadilla \$11.49
Served with sour cream and fresh salsa

Sampler Platter \$14.99
Cheese Curds, Chicken Tenders, Chicken Quesadilla and Walleye
Served with dipping sauces

Ellsworth Cheese Curds \$9.99
Served with marianara or house-made ranch

Hand-Cut Onion Rings \$8.99
Lightly battered, with seasoned ranch for dipping

Buttermilk Chicken Tenders \$10.99
Choice of honey mustard or ranch

Nachos Supreme \$12.99
Fresh chips and your choice of grilled chicken or steak, topped with
melted cheese,
roasted corn and bean salsa, guacamole and sour cream

HANDHELDS

Served on your choice of bread or croissant with French and Pickle. Sub seasonal fruit , side salad or onion rings for \$2.49

Classic BLT \$10.49

Thick-cut bacon, bibb lettuce, tomatos and garlic aioli

Chicken Caesar Wrap \$10.99

Romaine, Garlic Caesar, Parmesan,

Clubhouse Sandwich \$12.99

Triple-decker with turkey, ham, bacon, swiss, cheddar, lettuce, tomato, garlic aioli

Pecan Chicken Salad Croissant \$11.99

Celery, red onion, tarragon, grapes and candied pecans

Beer Battered Walleye Sandwich \$13.99

Hand battered served on a grilled Hoagie with lettuce and tomato. Lemon and dill

Tartar on the side

Grilled Chicken Sandwich \$10.99

Marinated Grilled Chicken, Melted Swiss, Lettuce, Tomato, Garlic Aioli

LUNCH COMBO

Your choice of half a Chicken Salad, BLT or Clubhouse sandwich and a Side Salad or Cup of Soup \$12 M-F Only

*Choice of bakery fresh artisan sourdough, whole wheat or caraway rye.
Served toasted unless otherwise specified. Gluten-free bread add \$2*

BURGERS

Half-pound Brisket and Chuck blend grilled to order. Served on a toasted Brioche bun with french fries and pickle. Sub seasonal fruit, side salad or onion rings for \$2.50, add Bacon \$2

Plain Jane \$9.99

Cheeseburger \$10.49

BBQ Bacon Cheeseburger \$12.49
Thick-cut Bacon, Cheddar, Onion Ring, BBQ

Mushroom Swiss \$12.49
Port Wine Mushrooms, Melted Swiss

Bacon Bleu \$13.99
Carmelized onions, Thick-cut Bacon, Bleu Cheese

Blackjack \$13.99
Cajun, Carmelized Onions, Cheddar, Chipotle Aioli

Double Deluxe \$14.49
Two beef patties, American Cheese, Lettuce, Tomato, Onion, Bacon, Special Sauce

LIGHTER SIDE

Salads served with fresh baguette, all dressings made in-house

Roasted Beet and Goat Cheese \$11.99

Arugula, tangy Chevre, Pistachios, Champagne Vinaigrette

Santa Fe Chicken \$12.99

Grilled Chicken, Corn and Bean Salsa, Shredded Cheese, Tortilla Strips. Served with Chipotle Ranch on the side

Turkey Cobb \$13.49

Lettuce, Tomato, Hard Boiled Egg, Cheddar, Avocado, Bacon with choice of dressing

Grilled Chicken Caesar \$11.99

Romaine, Creamy Caesar, Tomato and Parmesan

Cilantro Lime Rice Bowl \$12.49

Chicken or Steak, Lettuce, Cheese, Corn and Bean Salsa, Guacamole and Chipotle Sour Cream

Taco Salad \$12.99

Crispy shell filled Ground Beef, Lettuce, Cheese, Corn and Bean Salsa, Guacamole and Chipotle Sour Cream

Side Salad \$3.99 Garden or Caesar

Soup of the Day \$3.99 Cup \$5.99 Bowl

KIDS

Served with choice of
Fresh Fruit or Fries \$7.49

Chicken Tenders

Grilled Cheese

Cheeseburger

Soft Shell Tacos (2)

Cheese Quesadilla

DESSERTS

Fresh Baked Pie \$6.99 add ice cream \$.99

Ice Cream Cone or Sundae two scoop \$5.49

Kids Cone \$3.49

Dessert of the Day \$7.49

BEVERAGES

Mulled Cranberry Cider \$3.99

Hot Chocolate \$3.99

Fountain Drink Large \$3.49 Small \$2.49

Lemonade \$3.99

GRAB & GO

SALADS \$7.49

SANDWICH \$8.49

BISTRO BOX \$8.99

YOGURT PARFAIT \$5.49

FRUIT CUP \$4.99

CHIPS \$1.99

HOUSE-MADE PROTEIN BITES \$4.99

GIANT COOKIE \$4.49

Exhibit B

Catering Menu

Catering

MENU
SUNRISE

CINNAMON OR CARAMEL PECAN ROLLS
\$37.99 PER DOZEN

CROISSANTS
\$35.99 PER DOZEN

CHOCOLATE CROISSANTS
\$41.99 PER DOZEN

ASSORTED SCONES OR MUFFINS
\$44.99 PER DOZEN

VARIETY DANISH
\$30.99 PER DOZEN

COFFEE
REGULAR, DECAF, ASSORTED CREAMERS AND
SUGAR
\$3 PER PERSON

JUICE
\$2 PER PERSON
ORANGE, APPLE OR CRANBERRY

PLATTERS

MEAT & CHEESE

TURKEY, HAM, SWISS AND CHEDDAR CHEESE
WITH DOLLAR BUNS, MUSTARD AND MAYO

MEDIUM (SERVES 15-20) \$59.99

LARGE (SERVES 25-30) \$69.99

SNACK ATTACK

BEEF STICKS, HARD SALAMI, SUMMER SAUSAGE,
CHEESE CURDS, ASSORTED CHEESE AND CRACKERS
(SERVES 15-20) \$59.99

TORTILLA PINWHEELS

HERB CREAM CHEESE, TURKEY AND HAM

MEDIUM (SERVES 15-20) \$29.99

LARGE (SERVES 25-30) \$49.99

PARTY SUBS

TURKEY, HAM, CHEESE ON WHITE OR WHEAT
SUB ROLL. LETTUCE, TOMATO, ONION, MAYO AND
MUSTARD ON THE SIDE \$49.99 (SERVES 18)

CHICKEN SALAD CROISSANTS (LARGE)

\$96 PER DOZEN

SEASONAL FRUIT

MEDIUM (SERVES 15-20)

LARGE (SERVES 20-25)

VEGGIES AND DIP

MEDIUM (SERVES 15-20)

LARGE (SERVES 20-25)

ASSORTED COOKIES

\$14.99 PER DOZEN

ASSORTED BARS

\$21.99/DOZEN

FRESH SALADS (SERVE 10-12)

GARDEN SALAD

GREENS TOPPED WITH CHEESE, TOMATOES, RED ONION AND CROUTONS \$22.49

CAESAR SALAD

ROMAINE WITH TOMATOES, PARMESAN AND CROUTONS \$19.99

ADD CHICKEN \$29.99

COMPOSED SALADS (SERVE 15-20)

ITALIAN PASTA SALAD

ROTINI PASTA WITH BROCCOLI, CAULIFLOWER, RED ONION, PARMESAN CHEESE, TOMATOES AND BLACK OLIVES \$37.99

HOMESTYLE POTATO SALAD

MUSTARD, HARD BOILED EGG, ONION AND PAPRIKA \$29.99

CREAMY COLESLAW

\$20.49

SWEET POTATO SALAD

ROASTED SWEET POTATO, RED ONION, CILANTRO IN A CREAMY CUMIN DRESSING
\$25.99

QUINOA SALAD

TRI-COLOR QUINOA, CHICKPEAS, BELL PEPPERS, TOMATOES, CUCUMBER, PARSLEY, LEMON VINAIGRETTE
\$35.99

BUFFET STYLE 25 PERSON MINIMUM

Taco Bar

Ground Beef, Pinto Beans, Tortillas and all the fixings
\$12.95 per person

Fried Chicken Picnic

Fried Chicken, Coleslaw, Biscuits, Mac and Cheese
\$15.95 per person
Sub BBQ Ribs \$18.95 per person

Italian Buffet

Lasagna, Grilled Chicken, Penne or Fettuccine,
Marinara, Alfredo, Breadsticks and Caesar Salad
\$17.95 per person

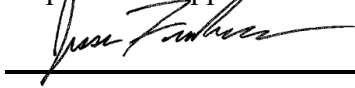
Ham Dinner

Honey Ham, Scalloped Potatoes, Green Beans, Dinner
Roll
\$15.95 per person

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Resolution Authorizing Revocation and Designation of Municipal State Aid Roads

BACKGROUND

On February 13, 2023, Council approved revocation and designation of Municipal State Aid Roadways. Since that time, MnDOT found our mileage of Oakcrest Avenue is actually 0.50 miles instead of 0.48 miles as was indicated in the resolution. Staff is requesting council approve a new resolution with the correct mileage.

The City of Roseville is part of the State's Municipal State Aid Street system. As part of being a Municipal State Aid (MSA) city, each city can designate up to 20% of its roadway mileage to the MSA system. Each year, the City of Roseville has an opportunity to re-designate which roads are MSA roads and which are local roads. In order to be an MSA road, the following criteria must be met:

- Projected to carry a relatively heavier traffic volume or are functionally classified as collector or arterial streets.
- Connect the points of major traffic interest within an urbanized municipality.
- Provide an integrated street system.
- Connect roadways which are MSAS streets, County State Aid Highways or Trunk Highways.

To correct some gaps in the system and to put mileage on higher traffic roadways to collect additional MSA funds, staff recommends these changes to provide the best long-term use of MSA funds. In order to designate the additional mileage to the MSA system, the following changes are recommended:

- Revoke – MSAS 228 – Oakcrest Avenue, from Fairview Avenue to W Snelling Service Drive (0.50 existing miles)
- Designation – MSAS 266 – W Snelling Service Drive, from Roselawn Avenue to County Road B (0.50 new miles)

MnDOT has confirmed the new MSA designations meet MSA standards.

25 **POLICY OBJECTIVE**

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

28 **BUDGET IMPLICATIONS**

29 There are no direct budget impacts. The system revision to a higher volume roadway will increase
30 the MSA needs slightly for the City.

31 **RACIAL EQUITY IMPACT SUMMARY**

32 There should be no equity impacts associated with this changes to MSA routes.

33 **STAFF RECOMMENDATION**

34 Staff recommends Council adopt the attached resolution approving the revocation and designation of
35 municipal state aid roads.

36 **REQUESTED COUNCIL ACTION**

37 Consider approval of a resolution approving the revocation and designation of municipal state aid
38 roads.

Prepared by: Jesse Freihammer, Public Works Director
Attachments: A: Resolution
B: System Revision Map

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

* * * * *

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of
2 Roseville, County of Ramsey, Minnesota, was duly held on the 10th day of April, 2023, at
3 6:00 p.m.

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

5 Councilmember introduced the following resolution and moved its adoption:

6 **RESOLUTION NO.**
7 **APPROVING THE REVOCATION AND DESIGNATION OF MUNICIPAL STATE**
8 **AID (MSA) ROADS**

9 WHEREAS, the City Council of the City of Roseville is the official governing body of the City
10 of Roseville; and

11 WHEREAS, it appears to the City Council of the City of Roseville that revisions hereinafter
12 described shall be made to the City's Municipal State Aid Streets system under the provisions of
13 Minnesota Laws.

14 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
15 Minnesota:

16 1. That the roads described as follows be, and hereby are, revoked as Municipal State Aid Streets
17 of the City of Roseville subject to the approval of the Commissioner of Transportation of the
18 State of Minnesota:

19 a. MSAS 228 – Oakcrest Avenue, from Fairview Avenue to W Snelling Service
20 Drive (0.50 existing miles)

21 2. That the roads described as follows be, and hereby are, designated as Municipal State Aid
22 Streets of the City of Roseville subject to the approval of the Commissioner of Transportation
23 of the State of Minnesota:

24 a. MSAS 266 – W Snelling Service Drive, from Roselawn Avenue to County
25 Road B (0.50 new miles)

26 3. That the City Manager is hereby authorized and directed to forward two certified copies of
27 this resolution to the Commissioner of Transportation for the Commissioner's consideration.

28 The motion was duly seconded by Councilmember and upon vote being taken thereon, the
29 following voted in favor thereof: ; and and the following voted against:

30 WHEREUPON said resolution was declared duly passed and adopted.

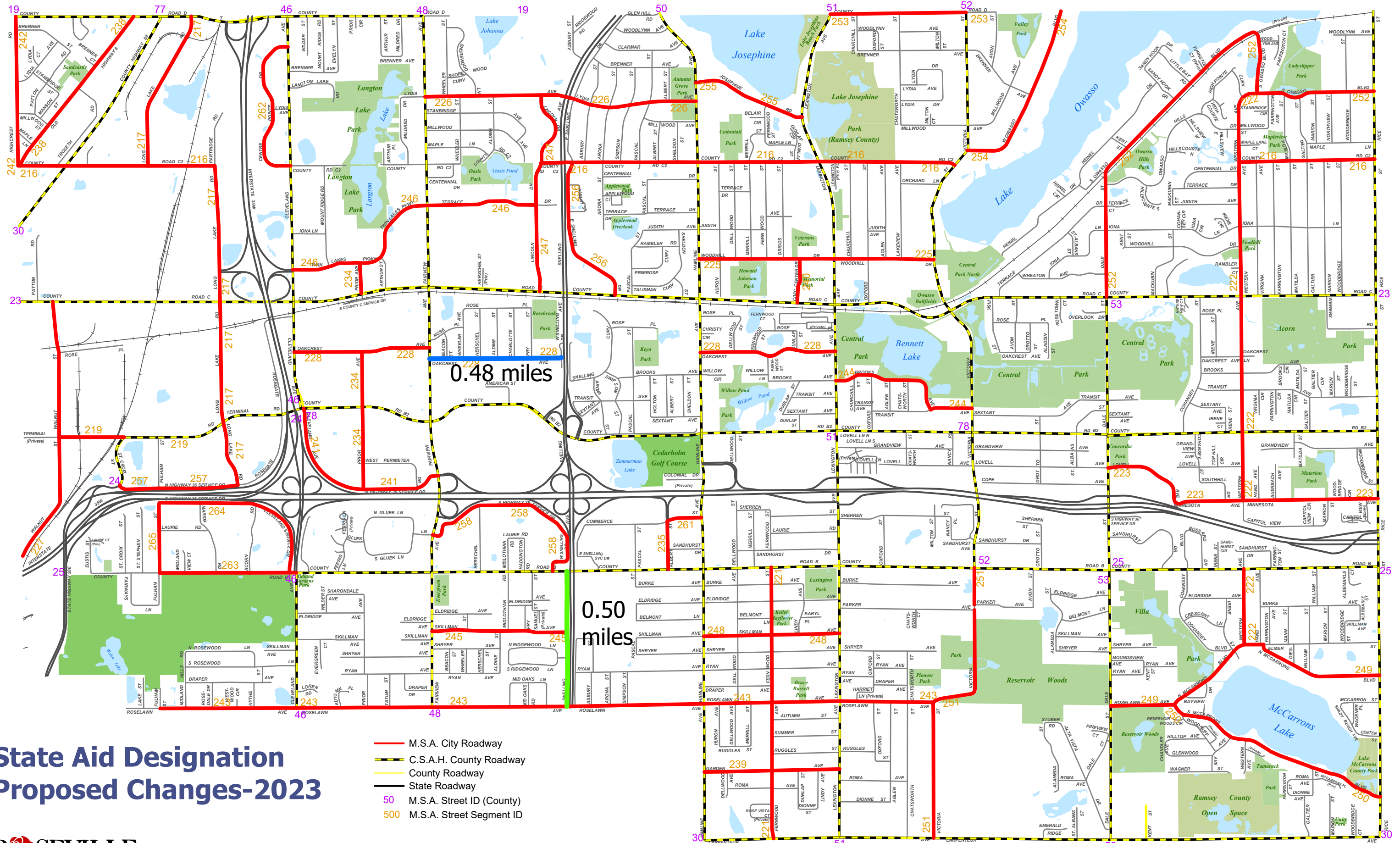
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 10th day of April, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10th day of April, 2023.

Patrick Trudgeon, City Manager

(SEAL)



State Aid Designation Proposed Changes-2023



Prepared by: Engineering Department
2/8/2023

 Proposed New MSA Streets (0.497 miles)

 Proposed Revoked MSA Streets (0.484 miles)

-  M.S.A. City Roadway
-  C.S.A.H. County Roadway
-  County Roadway
-  State Roadway
-  M.S.A. Street ID (County)
-  M.S.A. Street Segment ID

Data Sources

- * Ramsey County GIS (2/1/2023)
- * City of Roseville Community Development
- * City of Roseville Finance Department

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21, (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 700 1000 2000 3000 Feet

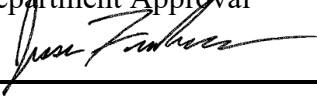
StateAidDesignationChanges2023



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.g

Department Approval



City Manager Approval



Item Description: Approve Lexington Plaza Project Agreement at 1754 Lexington Avenue

BACKGROUND

As part of the Lexington Plaza Site Redevelopment, located at 1754 Lexington Avenue, the developer, Lexington Plaza, LLC, has worked with the City to develop a project agreement required for partial reconstruction of the south side of Roma Avenue adjacent to the project. As part of the project, perpendicular parking within the roadway and private property will be removed and the street will be reconstructed with new curb and gutter matching the cross section of Roma Avenue. Additionally, new public sidewalk improvements will be constructed as part of the site redevelopment. The new sidewalk will be constructed on the south side of Roma Avenue, from the building's driveway to the alley within the existing right-of-way. The details of such improvements are specified in the Project Agreement (Attachment A) and shown in the plans (Attachment B).

All work would be done through the developer's contractor. All costs for the improvements would be paid by the developer. The estimated cost of construction of the public infrastructure is \$61,300. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$91,957, in the event the developer fails to perform.

The City will observe the construction. The developer will pay the City \$3,678 for these inspection services.

The public improvements are planned to be completed by October 1, 2023.

The City Attorney has reviewed the agreement.

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 estimated cost of these improvements, based on preliminary figures provided by the developer's contractor, is approximately \$61,300. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$91,957.

The agreement, as presented, has the developer paying for all the costs of the improvement including: design, inspection, construction and City staff time related to the improvement. The developer will pay the City \$3,678 to cover staff time overseeing the project.

There are no costs to the City for this agreement.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

32 **STAFF RECOMMENDATION**
33 Staff recommends the City Council approve the Lexington Plaza Project Agreement.

34 **REQUESTED COUNCIL ACTION**
35 Motion to approve the Lexington Plaza Project Agreement.

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

Attachments: A: Project Agreement
B: Site Plan

**CITY OF ROSEVILLE
PROJECT AGREEMENT**

THIS PROJECT AGREEMENT (“Agreement”) is made this ____ day of April, 2023, by and between the City of Roseville, a municipal corporation under the laws of the State of Minnesota (the “City”) and Lexington Plaza, LLC, a limited liability company under the laws of the State of Delaware (the “Developer”) (The City and Developer may be referred to hereafter as a “Party” and together as the “Parties”).

RECITALS

- A. Developer is the fee owner of real property in the City of Roseville legally described as follows:

See attached **Exhibit A** (Ramsey County, Minnesota PID 142923330171)

(the “Property”)

- B. Developer intends to redevelop the property along Roma Avenue between the Lexington Plaza Shopping Center ingress/egress drive and the service drive serving the east side of the shopping center. This would include removal of existing parking spaces, public sidewalk, concrete curb and gutter, and, replace with new public sidewalk, curb and gutter, grass boulevard, and rework of the existing storm basin on the Property (the “Project”).
- C. The City Council has not taken prior action related to the Project.
- D. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the Project, including but not limited to the execution and recording of certain instruments, and payment of fees and other obligations related to the Property.
- E. The Developer shall install or cause to be installed and pay for the following (the “Improvements”) as reflected in the Site Plan, and all plans related to the Project that have been approved by the City (the “Approved Plans”):
- a. Surface improvements (paved streets, pathways, etc.) to the extent as indicated on the Approved Plans.
 - b. Storm water improvements shall include the removal of the top section in the existing valley gutter and replacing with a top section appropriate for a curb and gutter.
 - c. Site grading to the extent as indicated on the Approved Plans.
 - d. Landscaping to the extent as indicated on the Approved Plans.
 - e. Other items as necessary to complete the Project as stipulated herein or in other agreements.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Parties agree as follows:

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS

1.01 Prerequisites to Construction of Improvements. Before commencing construction of the Improvements, the Developer must satisfy all of the following conditions precedent:

- a) Developer has provided proof that Developer is the fee owner of the Property and that that no other parties have an interest in the Property other than those that have been disclosed to and accepted by the City;
- b) This Agreement has been executed by the Developer and the City and recorded with Ramsey County;
- c) The Developer has received all required land use approvals and other permits from the City (the “City Approvals”);
- d) The Developer has received City approval of all Approved Plans as set forth in Section 1.02 herein;
- e) Developer has paid all outstanding fees to the City;
- f) The City has received the required Construction Security (as defined in Section 4.01) and Cost Escrow (as defined in Section 4.02) from or on behalf of the Developer;
- g) Developer has submitted final engineering and construction plans in digital (required) and hard copy (if requested) format for the Improvements and has received approval by the City Engineer (the “Approved Plans” as defined in Section 1.02);
- h) Developer or Developer’s representative has initiated and attended a preconstruction meeting with the City Engineer and other City staff;
- i) The Developer has submitted to the City, \$3,678 in Engineering Coordination fees for Construction Observation as described in Section 2.03; and
- j) The City has issued a Notice to Proceed and all conditions precedent have been satisfied.

1.02 Approved Plans. The Property shall be developed in accordance with the following plans, specifications and other documents and approved by the City Engineer (together the “Approved Plans”). These documents may be prepared after the Parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the documents have

been submitted to and approved by the City. The Approved Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Approved Plans are as follows:

Plans and Specifications (the below described shall be included in the plans and specifications, however not necessarily individual sheets for each)

- a. Removals;
- b. Site Plan;
- c. Grading, Drainage and Utility Plan;
- d. Erosion Control Plan and Schedule;
- e. Standard and Custom Details;
- f. Landscape Improvements.

1.03 Construction of Public Improvements. The Project will include construction of certain Improvements to current public property (the “Public Improvements”). All Public Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work must be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer. Public Improvements shall consist of the following:

- a) Public Street Construction: Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third party. The City reserves the right to require additional testing as necessary to ensure proper construction, at the Developer's expense. The following streets shall become publicly owned and maintained after acceptance of the improvement:

1. Roma Avenue

- b) Public Pathways. A 6’ wide sidewalk shall be constructed from the westerly shopping center ingress/egress drive to the easterly service drive serving the rear of the building.
- c) Storm Sewer. The Developer shall remove and replace the existing valley gutter basin section with a new section to accommodate the new curb and gutter design.

1.04 Public Dedication and Ownership.

Ownership of Improvements and Risk of Loss. Upon completion and City acceptance of the Public Improvements by the City Council, all Public Improvements lying within public

rights-of-way and easements shall remain City property without further notice or action. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until accepted by the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until acceptance of such Public Improvement by the City. Upon acceptance of the public improvement, the Developer shall warranty all work for a one (1) year period by providing a warranty bond.

1.05 Work or Materials. All work that Developer is required to perform pursuant to this Agreement shall be done at no expense to the City. No reimbursement shall be made by the City for any work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

1.06 Construction of Private Improvements. The Project will consist of construction of certain Improvements on private property (the "Private Improvements"). All labor and work will be done and performed in the best and most workmanlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be pre-approved in writing by the City Engineer.

- a) Private Street Construction: Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. Public Street Restoration. Curb cuts and street cuts shall be reconstructed to match existing street typical section.
- b) Site Grading and Restoration: Site grading improvements shall include common excavation, subgrade correction, and embankment grading. The Developer shall perform restoration on the Property in accordance with the Approved Plans.
 - 1. The Developer shall submit to the City a site grading and drainage plan for the entire Project.
 - 2. The Developer shall submit a certificate of survey (as-built survey) of the Project to the City after site grading, with street and lot grades.
 - 3. All improvements to the lots and the final grading shall comply with the approved grading plan.

ARTICLE TWO CONSTRUCTION STANDARDS

2.01 Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans.

2.02 Observation. The Developer shall provide the services of a Project Representative and assistants at the Property to provide observation of the work to be performed and the Improvements to be constructed under this Agreement.

- a. The Developer shall provide the City Engineer a minimum of two (2) business days' notice prior to the commencement of curb and gutter, concrete flatwork, and bituminous surface construction.
- b. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the Improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to 1% of the amount of the Letter of Credit required for Developer Improvements, per occurrence, which amount the Developer agrees to pay to the City upon demand.
- c. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third party. All tests should be submitted to the City for review and approval. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense.

2.03 Engineering Coordination. A City staff Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and Public Improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City Construction Observation services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$3,678.

2.04 Unsatisfactory Labor or Material. In the event that the City Engineer rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer.

2.05 Completion of Public Improvements, Final Inspection, Acceptance.

- a) Time of Completion. The Developer shall complete all required Public Improvements no later than October 1, 2023 (the "Completion Date"). The Developer may, submit a written request for an extension of time to the City Engineer. If an extension is granted,

it shall be conditioned upon updating the Construction Escrow posted by the Developer to reflect cost increases and the extended Completion Date.

- b) Bituminous and Concrete Material Acceptance. The City shall not accept concrete curb and gutter that has structural or cosmetic defects. The City shall identify all defective curbs for removal. The City shall not accept bituminous that does not meet MnDOT specifications that has an open graded appearance as determined by the City Engineer. Such material shall be rejected and shall be required to be removed and replaced at the Developer's expense.

2.06 As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with drawings of all public and private infrastructure improvements in accordance with City Guidelines: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CAD format, for City records. Upon request by the City Engineer, the Developer will provide sufficient information to the City documenting the Developer's work, including any changes that affect the Approved Plans. The Improvements shall not be accepted, nor shall security retainage be released until all record drawings have been received and accepted by the City Engineer.

2.07 Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the privately-owned Improvements; and for the Public Improvements, except for public street and pathway plowing, until completed and accepted by the City. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed by this Section until such point the City accepts the Improvements.

2.08 Building Permits and Occupancy. The Developer shall maintain reasonable access to any occupied building within the Project, including necessary street maintenance such as grading and graveling and snow removal prior to permanent street surfacing and acceptance of the streets by the City.

2.09 Site Conditions.

- a) Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by its respective contractors, subcontractors, agents or assigns. The City will inspect the Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours' written notice to the Developer, the City may complete or contract to complete the clean-up and may draw down on the Construction Escrow described in Article Four to pay such costs.
- b) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or

employee vehicles shall occur along Roma Avenue. No fill, excavating material or construction materials shall be stored in the public right-of-way with exception to that within the construction limits and only during the construction period.

- d) Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year, unless approved by the City Engineer, and if permitted such work shall comply with City specifications.

2.10 Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless a variance is approved by the City Council, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 9:00 a.m. to 9:00 p.m. on weekends.

2.11 Erosion Control. Prior to issuance of the Notice to Proceed, the erosion control plan must be approved and City erosion control permit must be issued. The Developer shall meet all requirements of the City's Erosion Control Permit and Ordinance including but not limited to the following:

- a) No construction activity may occur and no building permits will be issued unless the Property is in full compliance with the erosion control requirements.
- b) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets within the Project area, and adjacent streets if tracking is observed, on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the Project does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the After 48-hours verbal notice to the Developer (or immediately in the case of an emergency), the City may complete or contract to complete the clean-up and may draw down on the Permit, Project Escrow or Construction Security described in Section 4.01 to pay such costs.

ARTICLE THREE EASEMENT; RIGHT OF ENTRY

3.01 To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City. The right of entry conveyed by the Developer to the City shall continue until the completion of the Improvements. The City will provide the Developer with reasonable written notice prior to exercising its rights hereunder, except in the case of an emergency.

ARTICLE FOUR SECURITY, WARRANTY

4.01 Construction Security. Prior to commencement of construction of the Public Improvements, the Developer will furnish the City a list of all Public Improvements and an estimated cost of such Public Improvements, attached hereto as **Exhibit B**, for approval by the City Engineer. Based on those approved costs, Developer will furnish the Construction Security in the form of one of the following: (i) cash to be held in escrow, (ii) an irrevocable Letter of Credit, or (iii) a bond approved by the City Attorney, the total amount of which must be equal to 150% of the estimated project costs for the Public Improvements.

- a) Renewal. In the event Developer posts a Bond or provides a Letter of Credit for the Security, the Bond or Letter of Credit must continue in full force and effect until the City has approved and accepted the Public Improvements. A Letter of Credit must automatically renew at the first of the year until the City releases the developer from responsibility.
- b) Failure to Complete. Upon failure of the Developer to timely perform work on the Public Improvements or to complete work on the Public Improvements by the Completion Date, the City may declare the Developer to be in default as to the Public Improvements and draw an amount from the Construction Security necessary to complete the unfinished work and any City costs associated. Associated costs may include but are not limited to, any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees. The Developer shall be liable to the City to the extent that the Construction Security is inadequate to reimburse the City its costs and pay for the completion of the work.
- c) Reduction of Construction Security. Upon the Developer's written request, the City Engineer may reduce the amount of the Construction Security for completed Public Improvements provided the following conditions are met:

- 1. The Developer's Engineer of record certifies that the Public Improvements have been constructed to City Standards and in accordance with the Plans.

2. The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.

3. The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

4. The amount of reduction shall be equal to that portion of the Construction Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Construction Security be less than the greater of: (i) 25% of the original amount of the Construction Security, or (ii) 150% of the estimated cost to complete the remaining Public Improvements.

b) Release of Construction Security. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements and release the Construction Security. This is accomplished through a City Council resolution provided the following conditions are met:

1. As-built Survey. The Developer shall provide an as-built survey upon completion of the Improvements described in Section 1.02 in reproducible and digital (CAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

2. Certification. The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.

3. Lien Waivers. The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.

4. Warranty. Warranty is provided to the City per Section 4.03.

5. Determination of Completion. The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Approved Plans and terms of this Agreement. The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements

4.02. Escrow for Costs. Prior to entering in to this Agreement, the Developer has deposited a cash escrow in the amount of \$3,678, to pay Administrative Costs. "Administrative Costs" are defined as out-of-pocket costs incurred by the City, together with staff, legal, engineering, and all

other consultant costs of the City, all attributable to or incurred in connection with the Project, but not including Construction Observation. At the Developer's request, but no more often than monthly, the City will provide the Developer with a written report including invoices, time sheets or other comparable evidence of expenditures for Administrative Costs and the outstanding balance of funds deposited. If Administrative Costs incurred, and reasonably anticipated to be incurred, are more than the deposit by the Developer, Developer will, upon request of the City, provide additional funds. If the Administrative Costs incurred, and reasonably anticipated to be incurred are less than the deposit by the Developer, the City shall return to the Developer any funds not anticipated to be needed. The City shall return the unused escrow balance to the Developer no later than two (2) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form.

4.03 Warranty. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the one (1) year warranty period.

ARTICLE FIVE OTHER REQUIREMENTS

5.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer or its respective contractors or subcontractors, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees until such point the City accepts the Improvements. The Developer further agrees that they will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property. Nothing in this Section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

5.02. Insurance. The Developer must keep all insurance coverage in force at all times that construction on the Project is in progress. The insurance must name the City as an additional insured. The Developer shall, respectively, furnish certificate of insurance acceptable to the City,

covering any public liability or property damage by reason of the operation of its equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with any Agreement or Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer' s work or the work of any of its contractors. The exclusion for underground collapse shall be removed.
- b) Limits for bodily injury or death shall be not less than \$1,000,000.00 for one person per occurrence; limits for property damage shall not be less than \$1,000,000.00 per occurrence; and will maintain a minimum \$2,000,000.00 umbrella.
- c) Worker' s compensation insurance, with statutory coverage, if applicable.
- d) Developer shall file a Certificate of Insurance with the City Engineer prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days' written notice of cancellation or termination to the Certificate Holder.

5.03 Real Estate Taxes. The Developer shall pay all real estate taxes associated with the Property and owed for the year in which the Project is constructed at the times required, and the Developer shall provide proof to the City of such payment. If the Developer is required to convey any property to the City after July 1 of any calendar year, it shall be solely responsible for all real estate taxes owed on said Property through the following calendar year.

ARTICLE SIX BREACH AND REMEDIES

6.01 Default by Developer. In the event of a breach of this Agreement by the Developer, the City may pursue any remedy at law or equity to enforce the terms of this Agreement. In the event of a breach of this Agreement as to any of the work to be performed hereunder by the Developer, its successors or assigns, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given written notice of the breach of this Agreement, not less than 72 hours in advance and the opportunity to cure such breach. In the event of an uncured breach of this Agreement, the City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against the Developer to collect the sums covered by this Agreement and/or draw upon the Construction Escrow described in Article Four of this

Agreement. In the event the City draws from the Construction Escrow sums that exceed the costs or damage to the City, the City will return such excess amounts.

6.02 Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements by the Completion Date, the City is hereby authorized, at its option, to enter on portions of the Property covered by this Agreement, to complete the installation of any or all of the Improvements to which the breach relates.

6.03 Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

6.04 Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, incurred in connection with the Project and in connection with any lawsuit or action that is brought by or against the City relating to the Project, this Agreement, or a Letter of Credit furnished by the Developer relating to the Project.

ARTICLE SEVEN MISCELLANEOUS PROVISIONS

7.01. Amendment. Any amendment to this Agreement must be in writing and signed by all Parties and recorded against the Property.

7.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City Council.

7.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Ramsey County. The provisions of this Agreement shall run with the land and be binding upon Developer and its successors in interest and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

7.04. Release. Upon completion and approval of all work required herein, including completion of the Improvements and acceptance of the Improvements to be transferred to the City, and satisfaction of all of the Developer's respective obligations under this Agreement, the City agrees to execute an instrument releasing the Property from the terms of this Agreement.

7.05. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

7.06. Notices. All notices, certificates or other communications required to be given to City Developer shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

CITY:

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

DEVELOPER:

Lexington Plaza, LLC
PO Box 555
Wayzata, MN 55391
Attn: Albert Esther, Managing Member

The City and Developer, by written notice, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

7.07 No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

7.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Project.

7.09 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

7.10 Non-waiver. Each right, power or remedy conferred, respectively, upon the City or Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City, the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either Party waives in writing any default or nonperformance by the other Party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

SIGNATURES:

IN WITNESS OF THE ABOVE, the duly authorized representatives of the Parties have caused this Agreement to be executed in duplicate on the date and year written above.

CITY OF ROSEVILLE

By: _____
Danie J. Roe, Mayor

By: _____
Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

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

Notary Public

IN WITNESS OF THE ABOVE, the duly authorized representatives of the Parties have caused this Agreement to be executed in duplicate on the date and year written above.

LEXINGTON PLAZA, LLC

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2023 by _____, the _____, of _____ on behalf of the _____.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Kennedy & Graven, Chartered (RGT)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299
Telephone: 612-337-9300

EXHIBIT A

Legal Description

Parcel A (Abstract property):

The West Quarter of the North Half of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, except the north 247 feet and except the south 60 feet thereof.

Parcel B (Abstract property):

The West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, except the west 150 feet of that part of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter lying north of a line running at right angles to the west line of said Section 14, from a point thereon 559.3 feet north of the southwest corner thereof,

Except that part thereof acquired by the County of Ramsey pursuant to the Final Certificate, dated January 14, 2002, recorded January 28, 2002, in the office of the Ramsey County Recorder as Doc. No. 3463823.

Parcel C (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying south of a line running at right angles to the west line of said Section 14, from a point thereon distant 559.3 feet north of the southwest corner of said Section 14, and lying north of a line described as follows: Beginning at a point on the west line of said Section 14, distant 451.5 feet north of the southwest corner of said Section; thence running easterly to a point on the east line of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter distant 452.88 feet north of the south line of said Section 14.

Parcel D (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying north of a line running at right angles to the west line of said Section 14 from a point thereon distant 329.5 feet north of the southwest corner of said Section 14, and lying south of a line described as follows: Beginning at a point on the west line of said Section 14, distant 451.5 feet north of the southwest corner of said Section; thence running easterly to a point on the east line of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter distant 452.88 feet north of the south line of said Section 14, except all that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, described as follows: Commencing at a point on the west line of said Section 14, distant 329.5 feet north of the southwest corner thereof; thence running East at right angles to said west line 193.3 feet to the point of beginning of the land being described; thence North at right angles 1/10 of a foot; thence East at right angles 90.05 feet; thence North at right angles 20.97 feet; thence East at right angles 46.44

feet more or less to the east line of the aforescribed fraction of Section 14; thence South on said east line 21.07 feet; thence West 136.51 feet more or less to the point of beginning.

Parcel E (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying south of a line running East at right angles to the west line of said Section 14 from a point thereon distant 329.5 feet north of the southwest corner of said Section 14, and all that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, described as follows: Commencing at a point on the west line of said Section 14, distant 329.5 feet north of the southwest corner thereof; thence running East at right angles to said west line 193.3 feet to the point of beginning of the land being described; thence North at right angles $\frac{1}{10}$ of a foot; thence East at right angles 90.05 feet; thence North at right angles 20.97 feet; thence East at right angles 46.44 feet more or less to the east line of the aforescribed fraction of Section 14; thence South on said east line 21.07 feet; thence West 136.51 feet more or less to the point of beginning,

Except that part thereof acquired by the County of Ramsey pursuant to the Final Certificate, dated January 14, 2002, recorded January 28, 2002, in the office of the Ramsey County Recorder as Doc. No. 3463823.

Parcel F:

A non-exclusive easement for sewer lines and ingress and egress over the westerly 20 feet of the East Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 14, Township 29, Range 23, as contained in the Easement Agreement, dated May 28, 1957, recorded May 31, 1957, in the office of the Ramsey County Recorder as Doc. No. 1428089.

Parcel G (Abstract property):

The west 150 feet of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29 North, Range 23 West, lying north of a line running at right angles to the west line of said Section 14 from a point thereon 559.3 feet north of the southwest corner of said Section 14.

Parcel H:

A non-exclusive easement for the passage and parking of vehicles and for the use, passage and accommodation of pedestrians, over part of Lot 7, Block 1, Memorial Addition No. 1, as contained in the Easement Agreement, dated July 17, 2006, recorded August 10, 2006, in the office of the Ramsey County Recorder as Doc. No. 3969755.

EXHIBIT B

Estimated Cost of Improvements

The Developer must provide the City with a written estimate of all applicable costs of the Work, itemized by type. The estimates shall be based upon actual estimates provided by the contractors who are to do the Work. Said cost estimates will be reviewed by the City, and the City will establish the actual amount of the financial guarantee.

Item	Estimated Cost	150% Construction Security Amount
Earthwork (Demo, Base, Storm, Dirt, Storm, Paving Patching)	\$ 33,817	\$ 50,725
Concrete (curbs & gutters and sidewalk)	\$ 21,240	\$ 31,860
Landscape (Sod & Irrigation)	\$ 6,248	\$ 9,372
Excludes GC's and Markups		
CONSTRUCTION ESCROW TOTAL		\$ 91,957

PERPETUAL 3D, LLC

1360 UNIVERSITY AVENUE W. SUITE 146
SAINT PAUL, MINNESOTA 55104
PHONE: 612-597-4837

LEXINGTON PLAZA NORTH BUILDING
SITE REDEVELOPMENT
ROSEVILLE, MINNESOTA

PREPARED FOR:

LEXINGTON PLAZA, LLC.
PO BOX 555
WAYZATA, MN 55391

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

Dan Elenbaas

DAN ELENBAAS

REGISTRATION NO. 44614 DATE 03/12/2023

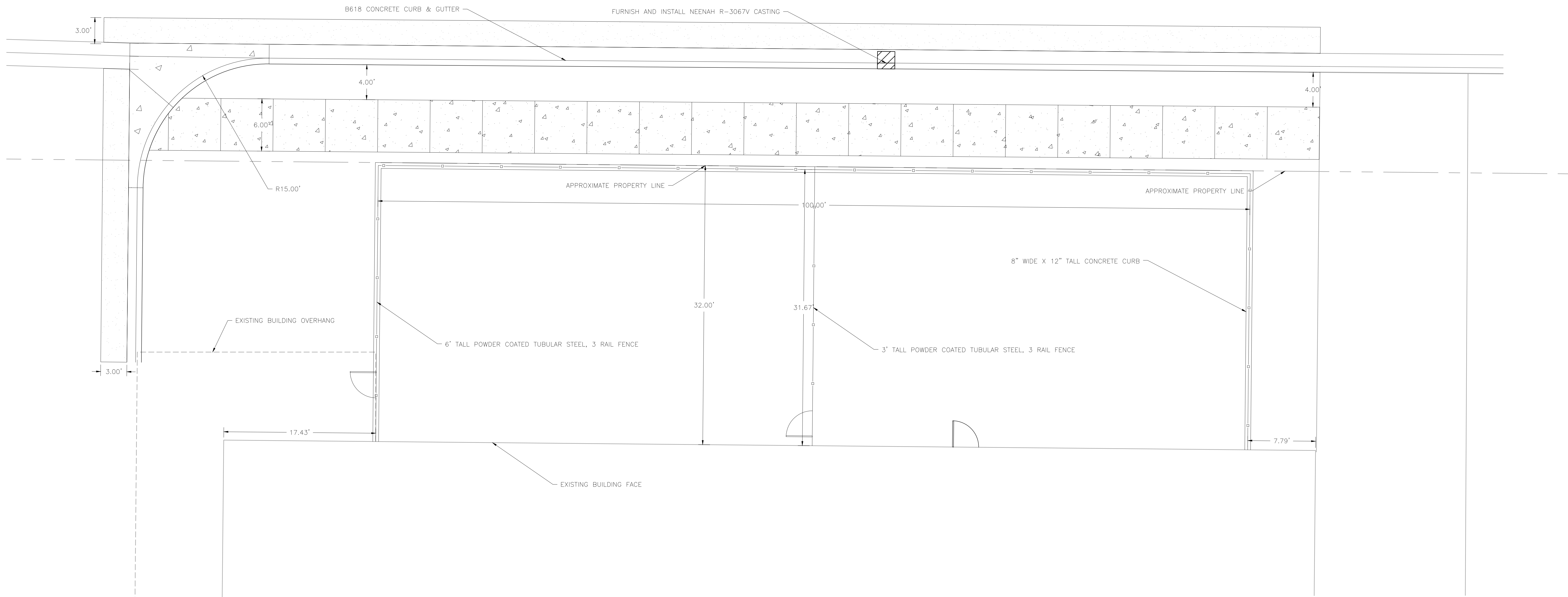
Revisions & Addendums

PIC SUBMITTAL

SITE PLAN

C400

© 2023 Perpetual 3D, LLC

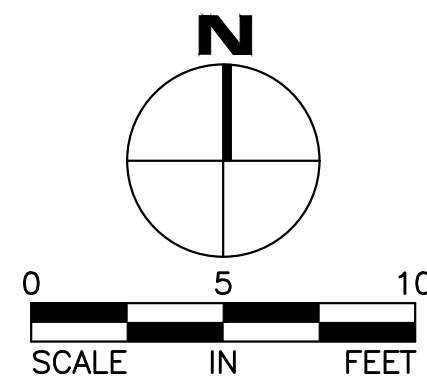


SITE NOTES:

1. CONTRACTOR MUST FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING CONDITIONS. THIS WOULD INCLUDE ALL EXISTING UTILITIES AND TOPOGRAPHIC FEATURES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, FACE OF BUILDING, EDGE OF PAVEMENT, OR TO PROPERTY LINE UNLESS OTHERWISE NOTED.

LEGEND:

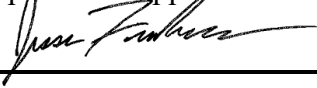
EXISTING	PROPOSED	
		PROPERTY BOUNDARY
		LOT LINE
		CURB
		EASEMENT
		BITUMINOUS
		CONCRETE SIDEWALK
		CONCRETE PAVEMENT
		GRAVEL
		CHAIN LINK FENCE
		DECORATIVE METAL FENCE
		NORMAL WATER LEVEL
		HIGH WATER LEVEL
		WETLAND / BUFFER
		BLOCK RETAINING WALL
		STONE RETAINING WALL
		TREE LINE
		STREET LIGHT
		TRAFFIC SIGNAL
		POWER POLE
		SIGN
		BOLLARD
		PROPERTY CORNER
		DECIDUOUS TREE
		CONIFEROUS TREE
		WELL
		BSBL
		PARKING SETBACK LINE
		RAILROAD TRACKS
		ADA ROUTE
		FLAG POLE
		TRUNCATED DOME
		CURB STOP
		BENCHMARK



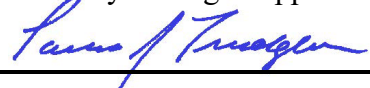
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Approve Ramsey County Ditch 4 Maintenance and Inspection Memorandum of Agreement

BACKGROUND

Ramsey County Ditch 4 (RCD4) starts in the Gluek Lane Neighborhood and flows north through a storm sewer pipe to Oasis Pond and eventually to Little Lake Johanna. In 2023, the City will construct a crossing over RCD 4, north of Terrace Drive, to make a trail connection to Oasis Park. To help with construction of this new crossing, the City is working with the Rice Creek Watershed District (RCWD) to dredge the ditch and perform other maintenance activities while equipment is on-site. Since dredging and maintenance of the ditch is a function of the RCWD, the district is open to reimbursing the City to perform this work instead of the district having to perform this work ahead of our project.

As part of the City's normal maintenance inspections, City staff walks the ditch to identify issues and also inspect other public infrastructure. RCWD values the City inspections and involvement, and is open to reimbursing the City for any inspections of their jurisdictional sections of RCD 4.

This Maintenance and Inspection Memorandum of Agreement (MOA) is a standard agreement that the RCWD uses with cities in their jurisdiction. The MOA allows cities to program maintenance activities of RCWD owned infrastructure, and city time and materials spent on these activities can be reimbursed. This allows cities to maintain drainage infrastructure within their boundaries in a timely and efficient manner.

Annually, Roseville will work with the RCWD to finalize a work plan. This work plan will take into account any work we have going on adjacent to RCD 4, and we will also look at any maintenance activities we can effectively do at the same time. RCWD will reimburse Roseville for any costs associated with the approved work plan. If there is a major issue with the ditch that arises, the City would work with the RCWD outside of this MOA to correct the issue.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition. As Ramsey County Ditch 4 drains into City infrastructure, it is in the best interest of the City to inspect all of the infrastructure at the same time.

BUDGET IMPLICATIONS

There are no direct costs associated with this Memorandum of Agreement. The only costs will be staff time preparing the annual work plan, and reporting findings to the Rice Creek Watershed District.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

33 **STAFF RECOMMENDATION**
34 Staff recommends the City Council approve the Memorandum of Agreement with the Rice Creek
35 Watershed District for the maintenance and inspection of Ramsey County Ditch 4.

36 **REQUESTED COUNCIL ACTION**
37 Motion to approve Memorandum of Agreement with the Rice Creek Watershed District for the
38 maintenance and inspection of Ramsey County Ditch 4.

Prepared by: Ryan Johnson, Environmental Manager

Attachments: A: Memorandum of Agreement
B: Location Map

MEMORANDUM of AGREEMENT

City of Roseville and Rice Creek Watershed District
*Memorandum of Agreement Regarding Inspection and Maintenance of
Public Drainage Systems within the City*

This Memorandum of Agreement (“MOA”) is entered into by the City of Roseville (Roseville) and the Rice Creek Watershed District (“RCWD”), political subdivisions of the State of Minnesota.

WHEREAS, all or portions of various public drainage systems under jurisdiction of the RCWD exist within the City of Roseville, Ramsey County, Minnesota; and

WHEREAS, the RCWD is the watershed management organization for the drainage area of the public drainage systems within the meaning of Minnesota Statutes Chapter 103B and the drainage authority for said systems within the meaning of Minnesota Statutes Chapter 103E; and

WHEREAS, pursuant to its obligations as drainage authority, RCWD implements an inspection program and a program of minor maintenance for the drainage systems and is solely responsible for the inspection and repair of the drainage systems; and

WHEREAS, Roseville wishes to undertake inspection and minor maintenance of any public drainage systems within the City with RCWD reimbursement, and Roseville and the RCWD believe there are administrative and other benefits if Roseville does so;

NOW, THEREFORE BE IT RESOLVED that Roseville and the RCWD enter into this MOA to provide for Roseville to undertake inspection and minor maintenance of public drainage systems within the City and agree as follows:

1. For the period of January 1, 2023 to December 31, 2027, Roseville will assume responsibility to continue a program of inspection and minor maintenance as follows:
 - a. For the remainder of calendar and budget year 2023, Roseville shall develop an annual work plan and budget for submission to the RCWD for review and approval no later than March 31, 2023. Roseville’s annual work plan and budget for 2023 shall be limited to the budgeting dollar value approved by the RCWD Board for 2023 or to available prioritized or re-prioritized funds as reviewed and approved by RCWD staff in coordination with the City during workplan approval.
 - b. Thereafter, for each subsequent calendar and budget year (2024-2027), Roseville shall develop an annual work plan and budget for submission to the RCWD staff for review no later than May 1 of each preceding year. RCWD staff will review the proposed annual work plan and budget within 30 days and coordinate with City staff to revise the workplan prior to its presentation to the RCWD Board and recommendation for inclusion in the subsequent year budget. RCWD staff will present the annual work plan and budget to its Board by June 1 or shortly thereafter.

- c. Unless approved by the RCWD, Roseville shall limit implementation to those activities defined in the approved work plan.
 - d. Additional work for unplanned or unforeseen issues that demonstrate a reasonable need may be approved by RCWD staff after final work plan approval.
 - e. Prior to submitting any pay request, Roseville shall provide an accounting of funds expended and work performed under this agreement.
 - f. The RCWD will reimburse Roseville for reasonable costs associated with and consistent with the approved work plan in the amount budgeted therefore and any additional work approved for unplanned or unforeseen issues.
2. The RCWD shall remain responsible for the public drainage systems within the City both as public drainage authority and MS4 permit holder. The RCWD and Roseville will copy each other on all correspondence with third parties concerning public drainage system inspection and maintenance and will communicate in good faith concerning any maintenance or other unplanned or unforeseen issues that arise.
3. Roseville will obtain all applicable permits and approvals, including those of the RCWD, and otherwise meet all applicable legal requirements related to inspection and maintenance activities. It is understood that currently no formal permit should need to be secured from the Corps of Engineers, DNR, or RCWD for maintenance activities provided that work is undertaken constitutes minor maintenance. Roseville and the RCWD will cooperate to facilitate programmatic and project-specific concurrence of the Minnesota Department of Natural Resources in maintenance activities.
4. Consistent with the work plan and budget, the RCWD will reimburse Roseville for reasonable costs associated with undertaking of inspection and maintenance within 30 days of Roseville's submission of an invoice/pay request.
5. Roseville is authorized to use the ditch authority right-of-way without RCWD warranty, but Roseville's performance of maintenance otherwise is entirely under its own discretion, control, and municipal authority, and Roseville in no respect acts as the agent or representative of the RCWD. This MOA is not to be construed as creating a partnership or joint venture or as a joint powers agreement under Minnesota Statutes §471.59.

Roseville shall indemnify, defend, and hold harmless the RCWD, its officers, board members, employees and agents from any and all action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by Roseville that is the basis for Roseville's liability in law or equity.

The RCWD shall indemnify, defend, and hold harmless Roseville, its officers, council members, employees and agents, from any and all actions, causes of action, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the RCWD that is the basis for the RCWD's liability in law or equity.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

6. Communications under this MOA shall be addressed to the following, unless changed in writing:

City Administrator
City of Roseville
2660 Civic Center Dr.
Roseville, MN 55113

Administrator
Rice Creek Watershed District
4325 Pheasant Ridge Drive Northeast
Suite 611
Blaine, MN 55449-3070

7. This MOA is intended to be consistent with and does not supersede, in whole or part, any other existing agreement between Roseville and the RCWD.
8. This MOA does not waive and is not contrary to any authority or responsibility of the RCWD under Minnesota Statutes Chapters 103B, 103D, and 103E.
9. Roseville and the RCWD each intend to be bound by this MOA, represent the valuable consideration has been given and received, and waive any claim to the validity or binding nature of this MOA. This MOA grants no rights to anyone not a party to this Agreement and waives no immunity as to (a) third parties or (b) any non-contract action between Roseville and the RCWD.
10. This MOA may be terminated by either party upon 90 days' written notice.
11. This MOA expires on December 31, 2027, but may be extended in writing by authority of the Roseville City Council and the RCWD Board of Managers.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed by their duly authorized representatives:

CITY OF Roseville

Dated: _____

_____, Mayor

Dated: _____

_____, City Administrator

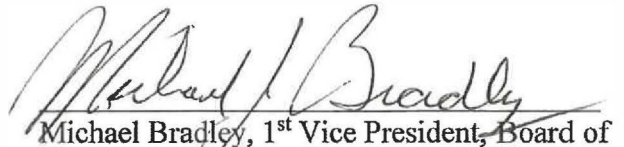
Approved as to Form and Execution

Dated: _____

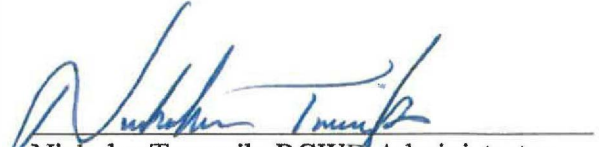
_____, City Attorney

RICE CREEK WATERSHED DISTRICT

Dated: 1-11-2023


Michael Bradley, 1st Vice President, Board of
Managers

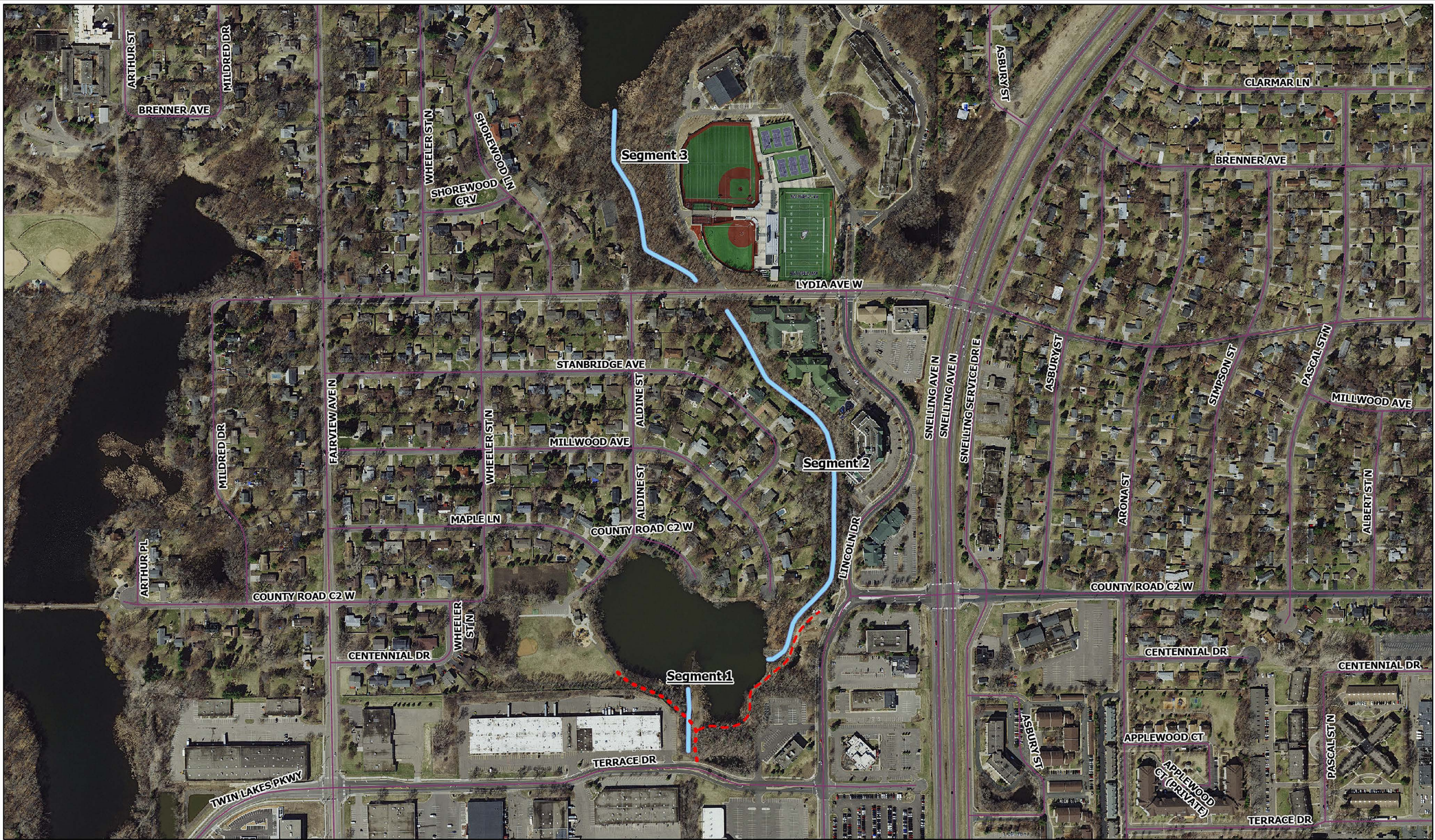
Dated: 1/11/2023


Nicholas Tomczik, RCWD Administrator

Approved as to Form and Execution

Dated: 1-11-2023


Rice Creek Watershed District Attorney
John C. Kolb, Rinke Noonan



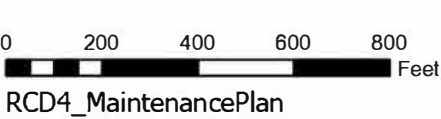
Prepared by: Engineering Department
3/15/2023

RCD 4
Maintenance Plan

Segment Lengths (ft)	Trail Connections
1 - 267	
2 - 1,781	
3 - 882	

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

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources recorded in the area shown, and is to be used for reference purposes only. The City does not warrant that the geographic information system (GIS) data used to prepare this map are error free, and the City does not represent that the GIS data can be used for navigational, tracking or any other purpose requiring exacting measurement or distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found in this map, contact 651-720-7075. The following disclaimer is provided pursuant to Minnesota Statutes § 165.03, Subpart 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of this product.



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.i

Department Approval



City Manager Approval



Item Description: Consider Approval of the 2023 Wellness Program for City Employees

BACKGROUND

Based upon the recommendation of the city attorney, Council is being asked to formally approve the city's 2023 Wellness Program for employees.

For many years, the city has offered a voluntary wellness program that employees can participate in with the intention of promoting health and wellness to benefit employees as well as lower the cost of providing health insurance. Over 75% of healthcare spending is caused by preventable health risks, such as inadequate exercise, high cholesterol, cardiovascular disease, obesity and high blood pressure.

The city's wellness year runs October – September each year, with different programs and activities available for employees to participate in. As part of our contract with our insurance pool, we are allocated a certain dollar amount annually for which we are eligible to receive reimbursement of approved health and wellness expenditures. For 2023, the amount we are eligible to receive in reimbursement for approved expenditures is \$11,400.

The city has an employee wellness committee that meets regularly to layout the strategic plan of the wellness program and define the particulars around each program submitted for approval. Attached is the 2022-2023 Strategic Wellness Plan as well as the budget submitted to our insurance pool that was approved for reimbursement.

Employee wellness programs have been proven to benefit both employers and employees¹. Listed below are key benefits of a wellness program.

- **Increased Productivity:** Wellness activities can increase productivity and performance as employees feel more focused and motivated to complete tasks.
- **Adopt Healthy Behaviors:** Employees can reduce their risk of severe health problems and help prevent chronic disease leading to reduced cost for the city.
- **Improved Employee Retention:** Wellness programs have been proven to have a positive impact on employee retention. Successful programs help keep employees loyal and happy in their jobs.

POLICY OBJECTIVE

To promote an inclusive setting, awareness and understanding of whole health by creating a

¹ <https://www.edenhealth.com/blog/corporate-wellness-programs/#:~:text=A%20well%2Dcurated%20wellness%20program.and%20help%20prevent%20chronic%20diseases.>

supportive community within the city organization, while encouraging participation through education, opportunities and rewards.

BUDGET IMPLICATIONS

Each year the city receives an allocation from the city's insurance pool from which we can seek reimbursement to promote health and wellness for our employees. For 2023, the maximum amount of reimbursement is \$11,400. The city's wellness program budget is attached.

RACIAL EQUITY IMPACT SUMMARY

According to the CDC, Racism—both interpersonal and structural—negatively affects the mental and physical health of millions of people, preventing them from attaining their highest level of health, and consequently, affecting the health of our nation.

Social determinants of health are key drivers of health disparities within communities of color, placing those within these populations at greater risk for poor health. The data shows that racial and ethnic minority groups, throughout the United States, experience higher rates of illness and death across a wide range of health conditions, including diabetes, hypertension, obesity, asthma, and heart disease, when compared to their White counterparts. Additionally, the life expectancy of non-Hispanic/Black Americans is four years lower than that of White Americans. The COVID-19 pandemic, and its disproportionate impact among racial and ethnic minority populations is another stark example of these enduring health disparities.²

Workplace wellness programs have many components to help improve health outcomes and decrease health disparities.

STAFF RECOMMENDATION

By motion, approve the 2023 Wellness Program Budget.

REQUESTED COUNCIL ACTION

By motion, approve the 2023 Wellness Program Budget.

Prepared by: Rebecca Olson, Assistant City Manager
Attachments: A: 2022-2023 Wellness Strategic Plan
B: 2023 Wellness Program Budget

² <https://inclusiveleadersgroup.com/inclusive-workplace-wellness-to-reduce-health-disparities/>



2022-23 STRATEGIC PLAN

Wellness Plan**Wellness Mission**

To promote an inclusive setting, awareness and understanding of whole health by creating a supportive community, while encouraging participation through education, opportunities and rewards.

Program Goals**1. Maintain an infrastructure to ensure a culture of health**

- Metric: Ensure all departments are engaged by attending wellness committee meetings
 - a. Meet on a quarterly basis.
 - b. Track attendance and take minutes.
- Metric: Maintain and increase program awareness by maintaining Wellness Champions from each department
 - a. Identify Wellness Chair
 - b. Identify Wellness Chair and Champions on the intranet by Department

2. Engage all employees in Wellness Activities to improve the health of the employee population

- Metric: Offer quarterly city-wide wellness challenges
- Metric: Promote awareness and factors contributing to physical and mental well-being in areas of Heart Health and Preventative Health
- Metric: Develop a strategic yearly calendar for 2022-2023
- Metric: Review and Analyze "Track My Points" submissions from 2021-2022 to ensure wellness offerings are utilized

3. Increase the number of participants in the Wellness Program

- Metric: Encourage employees to participate in city wide challenges, **team building activities and volunteer activities.**
- Metric: Promote on-going awareness by making communication and educational materials available to all employees through various online resources, workshops, and events.

Table 1: 2022 – 2023 Metric Tracking

Program Goals	Metric	Achieved/Not Achieved	Notes/Comments
Maintain an infrastructure to ensure a culture of health	Ensure all departments are engaged by attending wellness committee meetings		
	Increase program awareness by maintaining Wellness Champions from each department		Track attendance at meetings Take minutes at meetings
	Meet with Wellness Champions to promote and plan program initiatives throughout the year		
Engage all employees in wellness activities to improve the health of the employee population	Offer 1-4 organization-wide wellness activities		
	Promote awareness and factors contributing to physical and mental well-being. Promote team-building activities throughout the year.		Qtr 1 – Toys for Tots (Oct - Dec) Qtr 2 – Recipe Sharing (Jan - March) Qtr 3 – TBD (April - June) Qtr 4 – TBD (July - Sept)
	Develop a strategic yearly calendar for 2023		Goal is to send information on quarterly challenges Monthly or Quarterly email
Increase the number of participants in the Wellness Program	Encourage employees to utilize health platform (on plan members)		
	Promote and share wellness program metrics with Department Heads to encourage participation and to maintain continuous support of programs and activities offered to employees.		
	Promote on-going awareness by making communication and educational materials available to all employees through various online resources, workshops, and events.		Utilize intranet for wellness communication Share info on challenges

	January	February	March	April	May	June
Awareness		Healthy Heart	Nutrition	Stress	Mental Health	Pride Month and Men's Health Month
Programs/Events	Share Medica/SCSC Program (waiting for Ian to fix audio)	Employee Appreciation Lunch	Spring Forward Pack (immunity goodie bag)	Anti-Stress Coloring (April 4: Color with Us!)	Share EAP info on intranet & common areas	Wear Blue Day: Friday, June 16 th
Targeted Programs	Q2: Employee Recipe Sharing			National Earth Day (April 19: Herb kit) Q3: TBD		Promote Employee Food Share
Environment/Culture		Black History Month		Walking trails/maps for indoor and outdoor		
	July	August	September	October	November	December
Awareness	Self-Care	Wellness	National Suicide Prevention	National Bullying Prevention	The Power of Gratitude	Kindness
Programs/Events	Self-Care Day (July 24) Promote Health Risk Assessment/Physical	PERA one on one and Deferred Comp	On site flu shot	Breast Cancer Awareness: Wear Pink Day – Friday, Oct. 13	Movember (Nov. 1 – Nov. 30) Purpose: Helping men live happier, healthier, longer lives <i>Mustache Kit</i>	Giving Back to the Community/Volunteer
Targeted Programs	UV Safety Month Q4: TBD	Healthy Snack To Go	Wellness Fair/Open Enrollment		Gratitude Tree (Department Competition)	Q1: Annual partnership with Police Department & Community
Environment/Culture	Encourage outdoor activities (walking, sports, etc...)			Implement 2024 City Wide Wellness Program & Open Enrollment		



Organization Name: City of Roseville

Completed Budget Date: 2/9/2023

Wellness Coordinator: Dawn O'Connor, Yer Vue, Steve Anderson

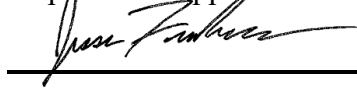
Program Title	Program Description	Timeline	Vendor	BUDGET
Q2: Recipe Sharing	Q2 Citywide Challenge: printed books and e-book	February	Unknown	\$100
Spring Forward Pack	Immunity Goodie Bag: hand sanitizer, chap stick, Emergen-C pack, snack (pretzels, granola or trail mix), ziplocks	March	Various	\$1,000
National Earth Day	Grow Your Own Herb: dirt, pea pebbles, seeds, container (will also promote employees to bring their own container)	April	Home Depot	\$500
Anti-Stress Coloring	Team building + Anti-stress coloring sessions: coloring books and coloring pencils/markers	April	Various	\$180
Self-Care	Journaling: journals and pens	July	Wal-Mart	\$550
Self-Care	UV Safety: sunglasses + sunscreen	July	Various	\$650
Healthy Snack To Go	Easy healthy snacks at work	August	Various	\$800
Breast Cancer	Pink ribbons	October	Online	\$100
Gratitude	Gratitude Tree: construction paper, tape and coloring markers	November	Various	\$400
November	Mustache combs + Mustache Stickers	November	Various	\$200
Q3: April - June	TBD	April-June		\$620
Q4: July - September	TBD	July-Sept		\$620
Gym Reimbursement	(pre-approved from Hannah)	Year-Round		\$5,720
Total Budget				\$11,440.00

ROSEVILLE
REQUEST FOR COUNCIL ACTION

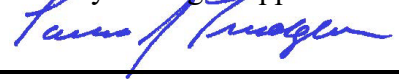
Date: April 10, 2023

Item No.: 10.j

Department Approval



City Manager Approval



Item Description: Approve Metropolitan Council Environmental Services Municipal Inflow and Infiltration Grant Agreement

BACKGROUND

Metro Cities (Association of Metropolitan Municipalities) championed the inclusion of a grant program in the 2020 bonding bill for the purpose of providing grants to municipalities for capital improvements to public infrastructure to reduce the amount of inflow and infiltration (I/I) to the Metropolitan Council Environmental Service's (MCES) metropolitan sanitary sewer disposal system. Their efforts were successful and \$8.7 million was approved in the bonding bill.

To be eligible for a grant, a city must be identified by the Metropolitan Council as a contributor of excessive inflow and infiltration. Roseville is among these cities and is eligible for this grant. Grants from this appropriation are a guaranteed \$25,000 for each city, with the rest of the funding distribution based on the percentage of work completed by each individual city compared to the total amount of work from all applicants. Projects must be completed between January 1, 2021 and December 31, 2022. The council must award grants based on applications from eligible cities that identify eligible capital costs and include a timeline for inflow and infiltration mitigation construction, pursuant to guidelines established by the council. Final Reimbursement Amount determination and grant agreement will be distributed May 1, 2023.

One of the required documents is a resolution approving a grant agreement between the Metropolitan Council and the City of Roseville for grant eligible work. This resolution would allow the City of Roseville and the Metropolitan Council to enter into an agreement and authorizes the City Manager to execute the Grant agreement, subject to minor modifications and final review by the City Attorney.

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 grant functions as a reimbursement so cities must submit all of their eligible work and then final grant dollars are determined. The City will submit approximately \$3.6 million of eligible work with an estimated grant reimbursement of \$135,700. Grant funds would reimburse the sanitary sewer fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff is requesting that Council approve the application for the MCES Municipal Inflow and Infiltration Grant for improvements to the City's sanitary sewer infrastructure to reduce inflow and infiltration, and that the City Manager be authorized to execute the Grant Agreement subject to minor modifications and final review by the City Attorney.

REQUESTED COUNCIL ACTION

Adoption of a resolution approving a grant agreement between the Metropolitan Council and the City of Roseville and authorizing the City Manager to execute said agreement, subject to minor modifications and final review by the City Attorney.

Prepared by: Stephanie Smith, Assistant City Engineer

Attachments: A: Resolution
B: 2020 I/I Grant Program Letter of Intent, dated 4/29/2021

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

* * * * *

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City
2 of Roseville, County of Ramsey, Minnesota, was duly held on the 10th day of April,
3 2023, at 6:00 p.m.

4
5 The following members were present: and the following members were
6 absent: .

7
8 Councilmember introduced the following resolution and moved its adoption:
9

RESOLUTION No.

**APPROVAL OF GRANT AGREEMENT BETWEEN METROPOLITAN
COUNCIL AND THE CITY OF ROSEVILLE FOR GRANT ELIGIBLE WORK**

10
11
12
13
14
15 BE IT RESOLVED by the City Council of the City of Roseville, as follows:

16
17 WHEREAS, the Minnesota State Legislature has appropriated \$5 million in general
18 obligation bond funds for grants to municipalities to reduce inflow and infiltration in their
19 public system infrastructure, administered by Metropolitan Council Environmental
20 Services (MCES); and
21

22 WHEREAS, the MCES has identified the City of Roseville as one of many metro cities
23 having excessive quantities of stormwater and groundwater, commonly referred to as
24 inflow and Infiltration (I&I), entering the public sanitary sewer system; and
25

26 WHEREAS, to facilitate the reduction of Inflow and Infiltration (I&I), MCES is offering
27 a preliminary Minimum Allocation of \$25,000 per metro city, with provision for future
28 distribution of available funding until the total for the State of Minnesota has been
29 expended on I&I reduction measures; and
30

31 WHEREAS, staff has identified public sanitary sewer and storm sewer system components
32 requiring improvements to minimize or eliminate excessive I&I.
33

34 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Of Roseville,
35 Minnesota, that the Public Works Department is authorized to apply for these grants; and
36

37 BE IT FURTHER RESOLVED that the City Manager or their designee be authorized to
38 submit the applications and to serve as the contact person; and
39

40 BE IT FURTHER RESOLVED that the City agrees to remit available grant funding
41 towards the continued minimization of elimination of excessive I&I within the public
42 sanitary sewer system; and

43
44 BE IT FURTHER RESOLVED that the City will secure and retain receipts for all eligible
45 repairs and that MCES will have reasonable access to audit these records upon request.

46
47
48 The motion for the adoption of the foregoing resolution was duly seconded by
49 Councilmember and upon vote being taken thereon, the following voted in
50 favor thereof: and the following voted against the same: .

51
52 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

WITNESS MY HAND officially as such Manager this 10th day of April, 2023.

(SEAL)

DATE: April 29, 2021

TO: Marc Culver, Public Works Director
Roseville
2660 Civic Center Drive
Roseville, MN 55113

FROM: Matt Gsellmeier, MCES I/I Grant Administrator

SUBJECT: 2020 I/I Grant Program Letter of Intent

Thank you for applying to the 2020 State Bond Funded Municipal Inflow and Infiltration (I/I) Grant Program. This non-binding letter of intent confirms receipt of your city's application and approval to participate per the Metropolitan Council's approved program design and guidelines.

The program design and guideline details, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link under Inflow/Infiltration Grant Programs:

<https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>

Preliminary Non-binding Grant Estimates

Estimated Grant Amount	Based on
Preliminary Minimum Allocation (PMA) \$50,000	Preliminary project description and projected cost estimates in city's application
Final Reimbursement Amount (FRA) \$135,729	City's application, the amount available for funding, and prior year's reimbursement percentages

Please be advised that these are preliminary non-binding estimates and that each participant's final FRA depends upon the actual and eligible project work submitted per approved guidelines. PMA and FRA will be calculated simultaneously for all participants upon receipt of documentation verifying a project costs. Should a city not complete a project with I/I eligible work, or complete with insufficient eligible work, PMA and FRA will be adjusted accordingly. Contingent upon availability of funding, cities may be eligible for additional funding should they complete a project(s) with more I/I eligible work than described in their application.

Important Dates

April 30, 2021	MCES sends Letter of Intent to program participants
March 31, 2023	Cities provide descriptions and pay claims for completed projects
May 1, 2023	MCES makes FRA determination, distributes grant agreements

MCES will process reimbursement upon receipt of signed agreement and commits to sending semi-annual grant notices to all participants throughout the program. These notices will serve as both reminders of participation and solicitations for changes in participant contact, projects, or other relevant information.

Documentation submitted to MCES at project completion to verify eligibility and calculate both PMA and FRA must include the following:

- Completion and submission of MCES provided cost verification form
- A city resolution authorizing participation in the grant program
- Certification (notarized) confirming ownership or easements for locations where work was completed
- Description of work, along with description or map of locations
- Invoices substantiating cost of work completed.

This letter is a commitment to enter into a legally binding grant agreement upon verification that grant program guidelines and requirements have been met. It is not a legally binding document that confirms funding.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

Please direct your questions or concerns to:

Matt Gsellmeier, MCES I/I Grant Administrator
390 Robert Street North
St. Paul, MN 55101
17633670264
matthew.gsellmeier@metc.state.mn.us



Ned Smith, MCES, Director of Pretreatment and Finance



Leisa Thompson, MCES General Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.k

Department Approval



City Manager Approval



Item Description: Receive Annual Police Forfeiture Accounts Summary

BACKGROUND

In 2011, Council asked for an annual summary of information related to the year's activities in the forfeiture accounts. This memorandum is Attachment A. An updated memorandum providing summary information on police forfeiture funds is attached as a reference- Attachment B.

OBJECTIVE

Accept summary information of account activities.

BUDGET IMPLICATIONS

There is no cost to the city.

RACIAL EQUITY IMPACT SUMMARY

Upon review, staff has not identified a disparate racial equity impact in relation to this request for council action. However, as noted in the 2022 Forfeiture Accounts Summary, the Police Department adjusted its DWI forfeiture procedures to increase the vehicle value threshold. Forfeiting a vehicle can have unintended and disparate impacts on families based on income levels.

STAFF RECOMMENDATION

Council receipt of summary memorandums on forfeiture accounts.

REQUESTED COUNCIL ACTION

Request Council receipt of summary memorandums on forfeiture accounts.

Prepared by: Erika Scheider, Chief of Police
Attachments: A. 2011 PD Forfeiture Information Memo to Council
B. 2022 Updated Forfeiture Accounts Summary



MEMORANDUM

DATE: August 25, 2011

TO: City Manager Bill Malinen

FROM: Chief Rick Mathwig

SUBJECT: Forfeiture Information

This memorandum is in response to Mayor Roe's request for a report related to questions raised by a citizen.

Property seized and ultimately forfeited by the Roseville Police Department is governed by Minnesota statutes: 169A.63 as it pertains to vehicle forfeitures for aggravated drunk driving arrests, and 609.531 as it pertains to vehicle and property seized for designated offenses such as narcotics, burglary, and other crimes.

Other property forfeited by the Police Department, not governed by Minnesota statutes, is generally related to our narcotics officer assigned to the Ramsey County's Violent Crime Enforcement Team (VCET). A percentage of their forfeitures are in concert with federal agencies such as the DEA. Those forfeitures are under the direction of federal laws which are similar to those in Minnesota.

Each Minnesota statute contains numerous subdivisions which strictly control forfeitures and the appeal processes afforded to those whose property is seized by law enforcement.

Upon seizure of property to be forfeited the owner is issued a receipt for the property and is issued written documentation on how to contest the seizure in court. This information is written in multiple languages and the law enforcement agency must be certain the person understands the seizure and the appeal process or the seizure will be considered invalid.

Once property has been legally seized and forfeited state statutes dictate how the proceeds should be dispersed. This process differs among crimes, but involving aggravated DWI offenses, the law enforcement agency retains seventy percent of the proceeds and thirty percent is forwarded to the prosecuting attorney. For crimes involving narcotics, burglary, etc., percentages differ but in general the law enforcement agency retains seventy percent of the proceeds, twenty percent is forwarded to the prosecuting attorney and the remaining ten percent is sent to the State of Minnesota's Crime Victim's Fund.

The Minnesota Peace Officers Standards and Training Board (POST) is the state entity that holds all professional licenses of peace officers in Minnesota. POST provides many functions one of which is offering model policies based on best practices in law enforcement. Some of the model policies are considered mandatory; *Procession of Property Seized for Administrative Forfeiture* is a required policy of all law enforcement agencies in Minnesota. The model policy was implemented in 2011. The model policy did not change our forfeiture operations in any significant manner.

Minnesota statutes mandate every forfeiture be reported to the Office of the State Auditor.

The citizen's questions raised to the Council are directly related to the now defunct Gang Strike Force and not my Department. I do not have intimate details of the Gang Strike Force's former operations but what has been established is some members of the Gang Strike Force disregarded state and federal statutes which dictate the process of seizing and ultimately forfeiting property from suspects in criminal activity.

These web links will allow access to expanded information on forfeiture guidelines and regulations.

Forfeitures related to aggravated DWI offenses:
<https://www.revisor.mn.gov/statutes/?id=169A.63>

Forfeitures related to other crimes: <https://www.revisor.mn.gov/statutes/?id=609.531>

Model policies of POST: <https://dps.mn.gov/entity/post/model-policies-learning-objectives/Pages/default.aspx>

The citizen's questions also address the expenditure of forfeiture funds. State statutes mandate the funds are to be used to "supplement" law enforcement's activities and budgets. Historically, the Department has used forfeited funds related to aggravated DWI offenses to supplement its efforts in combating DWI. The Department has used forfeited funds related to other crimes in a more general sense in supplementing budgetary limitations. Many times expenses related to the Roseville members of East Metro SWAT are paid by this forfeiture account.

All expenditures are authorized by the Chief of Police and paid by the Finance Department.

There is no manner to realistically forecast expected expenditures of these accounts as forfeiture statutes mandate the funds be used to "supplement" the financial needs of a law enforcement agency and not replace budgetary funding.

The forfeiture accounts have been used to bridge the CIP shortfall and actual needs of the Department in effectively and efficiently providing public safety functions to the citizens, businesses and visitors to Roseville.

There are many day to day operational items that have been purchased by these funds to include: automobile window tint meters, Tasers, legal defense related to forfeitures which is outside the contract of the city attorney, preliminary alcohol breath test meters, over \$100,000 was used to purchase the Department's current mobile computers, Police Reserve appreciation dinner, and many other uses. I expect future expenditures will be similar to the past.

I hope this memorandum provides enough guidance on the criminal forfeiture process and am willing to answer additional questions.

MEMORANDUM

Attachment B



DATE: April 10, 2023

TO: City Manager Patrick Trudgeon

FROM: Chief of Police Erika Scheider

SUBJECT: Summary information on Police Forfeiture funds

In August of 2011, Council requested an annual document summarizing forfeiture account activities. The accompanying memorandum, which describes the Police Department's forfeiture accounts, serves as foundation.

The Police Department forfeiture accounts are labeled as: Federal Equitable Sharing- Narcotics, Narcotics Forfeiture, and Alcohol Forfeiture.

- The Federal Equitable Sharing- Narcotics account holds funds forfeited for federal controlled substance violations. As of July, 2018, per new federal guidelines, equitable sharing funds are no longer dispersed to local agencies as funds are used to support task force (Ramsey County Violent Crime Enforcement Team) operations.
- The Narcotics Forfeiture account holds funds forfeited for controlled substance offenses and other "designated offenses", as defined in Minnesota statutes. In 2020, the Department completed a comprehensive policy and procedure manual revision. Per policy, beginning in 2021, the Department no longer pursues cash forfeitures under \$2,000 due to the unintended impacts on low-income communities.
- The Alcohol Forfeiture account holds only funds forfeited for DWI related offenses. In 2018, the Department altered its operating procedures on forfeiting vehicles. The Department will only forfeit vehicles driven in felony DWI offenses and those vehicles must have a value of at least \$5,000.

This change was made for the following reasons:

- Forfeiting a vehicle can have unintended and disparate impacts on families based on income levels.
- Over the past three years, the Department lost over \$25,000 forfeiting vehicles due to expenses and the low return rate at auction, etc.
- Access to secure storage parking lots is expensive.
- Ramsey County judges are increasingly ruling in favor of innocent owner claims.
- Ramsey County judges are returning vehicles to arrested parties and the Department is mandated to pay storage costs.

49 FORFEITURE ACCOUNT ACTIVITY IN 2022:

50

51 Federal Equitable Sharing- Narcotics

52 Beginning balance = \$111,136

53 Ending balance = \$86,220

54

55 Summary of Revenue:

- 56 • Other income- interest in the amount of \$1,225

57

58 Summary of Purchases:

- 59 • Professional services for cold case investigation- \$6,470
60 • Safety Equipment: Rifle plates for ballistic vests- \$18,645
61 • Wellness Equipment: Row machine for fitness room- \$1,026

62

63 Narcotics Forfeiture

64 Beginning balance = \$32,395

65 Ending balance = \$40,857

66

67 Summary of Revenue:

- 68 • Property Room auction proceeds- \$8,295
69 • Payments pertaining to narcotics cases- \$1,618
70 • HIDTA reimbursement (Ramsey County VCET)- \$7,857
71 • Ramsey County VCET State Fair (outstanding 2021 invoice)- \$6,956

72

73 Summary of Purchases:

- 74 • Ramsey County VCET HIDTA OT details- \$7,857
75 • Ramsey County SWAT annual team contribution- \$4,000
76 • Gym equipment/supplies- \$3,608
77 • Roll call training room display replacement - \$3,000
78 • Medicine disposal bags- \$856
79 • Verizon (data costs)- \$668
80 • Ramsey County Dispatch recognition- \$448
81 • Costs related to destruction of drugs- \$100
82 • Other nominal costs related to police services

83

84 Alcohol Forfeiture

85 Beginning balance = \$183,230

86 Ending balance = \$182,386

87

88 Summary of Revenue:

- 89 • Other income- interest in the amount of \$2,649

90

91 Summary of purchases:

- 92 • PBT equipment (five new screeners)- \$2,975
93 • Costs related to alcohol compliance checks- \$518
94 • Other nominal costs related to DWI enforcement services

95

96 *All information accurate as of 4/4/2023*

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.1

Department Approval



City Manager Approval



Item Description: Authorize Roseville Police to Apply to Host a Summer Impact Corps Housing Stability Fellow

BACKGROUND

The Roseville Police Department (RPD) requests the Council consider authorizing the Roseville Police Department (RPD) to apply to host an AmeriCorps Summer Impact Corps Housing Stability Fellow.

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.

On March 6, 2023 the Roseville City Council accepted HOME-ARP funds awarded to the Roseville Police Department (RPD) for continuance of our homeless outreach efforts through our embedded housing navigator.

Roseville's Housing Navigator has learned the need for referrals for resources to keep neighbors housed will continue growing, especially over the summer months and has identified a new partnership with AmeriCorps as an opportunity to expand housing navigator services and support the anticipated increase in individuals and families qualifying for housing support services.

The Roseville Police Department seeks to augment current capacity through hosting an AmeriCorps Summer Impact Corps Housing Stability Fellow over the summer months, a time of year the Roseville community typically experiences higher need for housing stability services. The Housing Stability Fellow would support the department's Housing Navigator, working alongside the department's Community Action Team (CAT) and Ramsey County Crisis Unit (RCC) and People Incorporated social workers as well as community partners to expand upon its approach to delivering services.

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

32 City's community aspiration of Secure in our diverse and quality housing and neighborhoods.

33 **FINANCIAL IMPLICATIONS**

34 There are minimal anticipated financial implications. Summer Impact Corps Housing Stability Fellows
35 earn a stipend, health insurance, and funding for tuition or student loans paid through the AmeriCorps
36 program. In the past a site fee was requested, however, since this program is twelve weeks instead of a
37 year, the site fee will be waived. The police department would cover any site related expenses through
38 existing budgets and other funding sources.

39 **RACIAL EQUITY IMPACT SUMMARY**

40 BIPOC communities across the country are disproportionately impacted by homelessness due to
41 structural racism and disparities in access to health care, economic opportunities, housing, and
42 education. Roseville is not immune from these disparities. This initiative seeks to disrupt the disparities
43 that exist by expanding housing services available to those who are experiencing homelessness or
44 housing instability.

45
46 **STAFF RECOMMENDATION**

47 Staff recommends Council approval to authorize the Roseville Police Department to submit an
48 application to continue a proven partnership with AmeriCorps in hosting a Summer Impact Corps
49 Housing Stability Fellow.

50 **REQUESTED COUNCIL ACTION**

51 The Police Department seeks Council authorization to apply to host an AmeriCorps Summer Impact
52 Corps Housing Stability Fellow, continuing an innovative partnership, one that is generating successful
53 outcomes in helping members of the community navigate resources and overcome barriers to safe and
54 stable housing.

55
56

Prepared by: Chief Erika Scheider

Attachment: Summer Impact Housing Stability Fellow job description



AmeriCorps



Ampact

Position Description

Position Title	Housing Stability Fellow
Program	Summer Impact Corps
Reports to	Program Manager and Site Supervisor

Position Summary

The Housing Stability Fellow supports individuals experiencing homelessness or housing insecurity while serving at a partner organization. The Fellow is trained to provide and connect individuals with services that support stability, safety, and secure housing. This is an AmeriCorps service member position with the AmeriCorps program, Summer Impact Corps.

Essential Functions

Main Service Activities

- Assist site staff with implementing housing and related services that promote stability for participants. Provide individualized assistance to participants to identify needs and preferences as assigned.
- Assist individuals accessing food services such as food pantries, meal deliveries, or meal programs. Assist site staff with implementing food service operations.
- Research and connect participants to resources that promote stability in housing, including but not limited to, employment support, benefits eligibility and access, healthcare access, mental and/or chemical health referrals. Sit side-by-side with the individual to secure access to these resources, removing as many barriers as possible.
- Conduct outreach about housing services or other basic needs resources to unhoused individuals in a supervised setting.
- Create a welcoming environment to greet individuals seeking assistance and work to establish a relationship with each individual using a person-centered, collaborative approach.
- Serve as a liaison between the participant and the systems they are accessing, as necessary.
- Actively participate in onboarding training and ongoing professional development.
- Work collaboratively with other individuals who are helping participants with their goals (e.g., social service agencies, shelter providers).
- Follow all required safety procedures at the service site. Assist site staff with implementing safety procedures for participants.
- Maintain participant confidentiality at all times.

Communication

- Practice inclusive and thoughtful behavior in building rapport with program participants, site stakeholders and program staff; maintain professional boundaries.
- Communicate regularly and effectively with program staff and site personnel.
- Report data in online systems in a timely and accurate manner.

Attendance

- Demonstrate regular, timely attendance and adherence to hours as scheduled.
- Commit to service for the full service term, serving the total commitment of hours within the term.
- Participate in all required Ampact-sponsored training sessions, meetings, and coaching sessions. Travel as necessary.

- Represent Ampact at site-sponsored activities (e.g., family night) and provide education about AmeriCorps and housing. Recruit community volunteers to participate in site-based events or programming.
- Actively participate in service projects and commemorating days such as Martin Luther King, Jr. Day (as applicable). These may include evening and/or weekend hours.
- Be an ambassador of the program by submitting member stories and participating in outreach activities.

Minimum Qualifications

- Must be 18 years of age or older by two weeks prior to your start date.
- Must have at least a high school diploma or its recognized equivalent or agree to obtain a high school diploma or its equivalent.
- Must be either a citizen, national, or lawful permanent resident of the United States.
- Must pass mandatory National Service Criminal History Checks.
- Must not have served four or more prior terms of service with AmeriCorps State or National.
- Speak, read, and write English fluently.
- Positions that require driving will require a valid driver's license and ability to pass a driving record check. Some positions require access to a personal vehicle for transportation.
- Basic computer skills, including the ability to navigate online systems and email.

Physical Requirements

- Some positions are primarily based in an office setting and require sitting, standing, and operating a computer and telephone.
- Some positions may require light to moderate lifting, bending, stooping, pulling, kneeling, carrying, and use of hand tools up to 50 lbs.

Ampact will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Reasonable accommodations provided upon request. This document is available in alternative formats

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 10, 2023
Item No.: 10.m

Department Approval



City Manager Approval



Item Description: Authorize Public Art Agreement with Lori Greene and Resolution of Acceptance of Donation

BACKGROUND

At the February 27, 2023 City Council meeting, staff presented a proposed donation of public art to the Harriet Alexander Nature Center from John and Kris Robertson-Smith, facilitated by the Friends of Roseville Parks. The proposal called for installation of three mosaic cairns to be completed by artist Lori Greene. The project will be funded using the donation from the Roberson-Smiths and facilitated by the Friends of Roseville Parks.

At that meeting, Council authorized staff to move forward with the acceptance of the donation and implementation. Enclosed is a resolution of acceptance (Attachment A) and the proposed agreement with Lori Greene (Attachment B) to complete the project as was outlined at the February 27, 2023 meeting. The agreement has been reviewed by the City Attorney.

POLICY OBJECTIVE

According to the Americans for the Arts Public Art Council: "Cities gain economic, cultural and social value from public art." In addition to the public art value, the proposed piece is being donated with the explicit purpose of drawing more residents to the Harriet Alexander Nature Center, which in turn, will expose them to the numerous documented health and wellness benefits derived from connections to natural spaces.

The proposed project is consistent with the City policy of effectively using non-City funds to enhance or further-develop City facilities.

BUDGET IMPLICATIONS

All funds for the project will be donated. City staff time will be contributed to management of the project.

RACIAL EQUITY IMPACT SUMMARY

Lori Greene is a multiracial person (African American, Native American-Mississippi band of Choctaw, and Caucasian) who brings a unique voice and perspective to public art. Ms. Greene has a strong history of ensuring that historically underrepresented populations are engaged in her process and represented in the art that she creates, which will assist her in ensuring that underrepresented voices are part of the process in Roseville.

STAFF RECOMMENDATION

A motion to approve resolution to accept the donation of public art.

31
32 A motion to authorize the Mayor and City Manager to enter into an agreement with Lori Greene for
33 the provision of public art, as previously outlined.
34

35 **REQUESTED COUNCIL ACTION**

36 A motion to approve resolution to accept the donation of public art (Attachment A).
37

38 A motion to authorize the Mayor and City Manager to enter into an agreement with Lori Greene for
39 the provision of public art, as previously outlined (Attachment B).
40

Prepared by: Matthew Johnson, Parks and Recreation Director

Attachments: A: Resolution to Accept Donation of Public

B: Public Art Agreement with Lori Greene

C: City Council Meeting Minutes: Monday, February 27, 2023

**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 tenth day of April, 2023, at 6:00 p.m.

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

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION NO. _____
A RESOLUTION ACCEPTING A DONATION OF PUBLIC ART AT THE HARRIET
ALEXANDER NATURE CENTER**

WHEREAS, the City of Roseville is generally authorized to accept donations of real and personal property for the benefit of its residents pursuant to Minnesota Statutes Section 465.03 and is specifically authorized to accept gifts for the benefit of its public recreational services pursuant to Minnesota Statutes Section 471.17;

WHEREAS, John and Kris Robertson-Smith and the Friends of Roseville Parks have offered to donate to the City a public art project, to be completed by public artist Lori Greene, at the Harriet Alexander Nature Center.

WHEREAS, the donation is contributed to the City for the benefit of its residents and public recreational services; and,

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

NOW, THERFORE, BE IT RESOLVED, that the Roseville City Council, on behalf of the City of Roseville, Minnesota, hereby accepts the gift of the donation described herein.

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

WHEREUPON said resolution was declared duly passed and adopted.

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the __ day of ____, 20__, with the original thereof on file in my office.

Patrick Trudgeon, City Manager

35
36

PUBLIC ART AGREEMENT

This PUBLIC ART AGREEMENT (the “Agreement”) is made by and between the city of Roseville, a municipal corporation under the laws of the state of Minnesota (the “City”), and Lori Greene (“Artist”), an independent contractor.

WHEREAS, the Friends of Roseville Parks, together with longtime volunteers, (the “Donors”) have offered to provide funding for a public art piece to be designed, constructed, and installed by Lori Greene (the “Project”); and

WHEREAS, the City Council has determined that the installation of such an art piece at the Harriet Alexander Nature Center will be a benefit to the community and enhance the park; and

WHEREAS, the City will manage the Project, which will be funded by a gift from the Donors in an amount not to exceed \$70,000.00 (the “Gift”); with \$65,000 paid to the artist and \$5,000 reserved for signage and other expenses related to the project outside of the artists scope of work.

WHEREAS, the City desires to enter into this Agreement which will govern the Project and the relationship of the parties during the Project; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Services to be Provided. The Artist agrees to provide City with artistic professional services as set forth in this Agreement (“Services”). All Services and obligations shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar artistic services.
2. Artist’s Obligations.
 - 2.1. The Artist shall provide a mosaic work of art that is substantially similar to the design presented to, and approved by, the City Council, which is attached hereto as Exhibit B. Any significant changes to the Design must be approved by the Director of Parks and Recreation.
 - 2.2. The artist shall conduct a minimum of two community engagement events, pre-approved by City staff, to solicit community feedback on the proposed piece prior to beginning work.
 - 2.3. The Artist is responsible for final design, creation, and installation of the mosaic at a place designated by the City at the Harriet Alexander Nature Center.
 - 2.4. All services performed by the Artist shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

2.5. The Artist is responsible for purchasing all supplies and other materials necessary to complete the Project.

2.6 Within five (5) years of the Project's completion, the Artist shall be available upon reasonable advance notice to repair and maintain the Project at the request of the City.

3. City's Obligations.

3.1. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

3.5. The City shall provide and install a plaque on or near the Project containing a credit to the Artist and a copyright notice substantially in the following form "Copyright © Lori Greene 2023." The exact text of such notice shall be determined by Artist.

3.6. The City shall not knowingly permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, to the extent that such use or misuse is within the City's direct control.

4. Budget and Payment Schedule.

4.1. The City agrees to pay the Artist \$65,0000 (the "Compensation"), which will fully compensate Artist for the Project. The City will make payments to the Artist as follows:

- a. \$32,500.00 of the Compensation within 30 business days of signing this Agreement.
- b. \$16,250.00 of the Compensation within thirty business days after [DATE] which will be the midpoint of the artistic process.
- c. \$16,250.00 of the Compensation within thirty business days of mosaic delivery at the designated site.

5. Term.

5.1. The term of this Agreement will commence on April 11, 2023 unless extended by written agreement of the Parties, this Agreement will terminate no later than April 1, 2025 or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by the City with or without cause, by delivering, a written notice at least ten (10) days prior to the date of such termination to the Artist. The date of termination shall be stated in the notice. Upon termination the Artist shall be paid for eligible reimbursable expenses incurred by the Artist through and until the date of termination.

5.2. The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control, such as natural disasters, strikes, or similar force majeure events render timely performance of the Artist's services impossible or unduly

burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

6. Artist's Representations and Warranties.

6.1. Warranties of Title

- a. The Artist represents and warrants that:
 - i. The Project will be solely the result of the artistic effort of the Artist;
 - ii. Except as otherwise previously disclosed in writing to the City, the Design is unique and original and does not infringe upon any copyright or the rights of any person;
 - iii. The Design has not been offered for or accepted for sale elsewhere;
 - iv. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Design or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
 - v. The Design is free and clear of any liens from any source whatsoever.
 - vi. All Designs created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
 - vii. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
 - viii. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
 - ix. These representations and warranties shall survive the termination or other extinction of this Agreement.

7. Indemnity.

Artist 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 (a) any negligent or wrongful act or omission of the Artist, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. 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.

8. Insurance.

Prior to starting the Project and during the full term of this Agreement, the Artist shall procure and maintain, at Artist's expense, as follows: General Liability Coverage against claims for bodily injury, death, or property damage arising out of Artist's performance of duties under this Agreement. Insurance must be on an "occurrence" basis, and limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate. Contractor must provide a copy of a certification of insurance satisfactory to the City.

9. Ownership of Documents.

Drawings, specifications, studies, sketches, renderings, images and other Documents, including those in electronic form prepared by the Artist (collectively, "Design Documents") are instrument of services for use solely with respect to this Design. Artist is and shall remain the author and owner of the Design Documents, and shall retain all common law, statutory and reserved rights therein including, but not limited to, copyright. One set of presentation materials, in electronic form, prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

10. Copyright Ownership.

Notwithstanding any term of this Agreement, the Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Design for the duration of the copyright.

11. Reproduction Rights.

11.1. The Artist may, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright of the mosaic in the Artist's name.

11.2. Third-Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and the City is further not responsible for protecting the intellectual property rights of Artist.

11.3 The Artist acknowledges the City may from time to time permit the editorial reproduction of the Artwork in appropriate circumstances in order to help publicize city programs, enhance the public's awareness and appreciation of public art, and/or raise money to further the City's mission. The City will not have any obligation to consult with the Artist

on such uses. All such editorial uses of the Artwork will include the copyright notice in the name of the Artist.

11.4 Use and Sale of Reproductions. The Artist may exercise all copyrights under U.S.C. 106 without restriction. The City agrees that any request for creating and printing of reproductions will be made to the Artist with appropriate costs paid to the Artist for production costs. All such uses of the Artwork will include the copyright notice in the name of the Artist.

11.5 Commercial & Editorial Use of Reproductions.

a. For the purposes of this Agreement, “Commercial Use” shall mean the use of the Artwork or parts of it to advertise goods and services; in films, broadcast, cable, or other audio-visual or transmission media; in wireless or digital media such as cell phones, ebooks, or other digital display devices or offered for sale as retail merchandise, including, but not limited to, posters or prints, clothing, and gift-related items, or book covers. “Editorial Use” shall mean use of Artwork or parts of it in an illustrative or informative manner or product (e.g. News story, book (but not book cover), magazine, editorial Web site, educational DVD, or journal) on subjects other than the City or muralism, and not for commercial use.

b. In the event that the City receives a request to reproduce the Artwork for a Commercial Use or an Editorial Use, the City agrees to contact the Artist immediately, and provide the Artist with material details concerning the request, including the requestor’s name, company and contact information. The Artist shall be entitled, but not obligated, to negotiate any and all Commercial Use and Editorial Use licenses.

c. The Artist agrees to pay the City fifty percent (50%) of any and all licensing fees or royalties he actually receives from Commercial Use and Editorial Use licensing of the Artwork, less reasonable attorneys’ fees as well as compensation for time that Artist incurs in connection with negotiating such licenses.

12. Alterations of Site or Removal of Artwork.

12.1. The Project may be removed, relocated, or destroyed by the City at the City’s sole discretion.

12.2. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists’ Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

13. Remedies.

- 13.1. In the event of a termination of this Agreement by the City because of a breach by Artist, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.
- 13.2. The foregoing remedies provided to City for breach of this Agreement by Artist shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Artist's breach.
14. Records/Inspection. This Agreement is subject to the requirements of Minnesota Statutes, Section 16C.05, subd. 5. Artist agrees that the City or any authorized representatives may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary. Artist further agrees to maintain these materials, records, and documents in electronic form for six years from the date of the termination of this Agreement.
15. Subcontracting; Assignment. Artist shall not subcontract or assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the prior written consent of the City. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
16. Independent Contractor. Artist shall be deemed an independent contractor. Artist's duties will be performed with the understanding that Artist has special expertise as to the services which Artist is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Artist; however, the nature of the services and the results to be achieved shall be specified by City. Artist is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by Artist pursuant to this Agreement shall be provided by Artist as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
17. Compliance with Laws. Artist shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Artist agrees to provide the applicable services detailed this Agreement or any supplemental letter agreement.
18. 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: [NAME, TITLE]

To Artist:

 Attn: _____

Or such other address as either party may provide to the other by notice given in accordance with this provision.

19. Entire Agreement; Amendments. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and Artist, and supersedes any other written or oral agreements between the City and Artist. This Agreement can only be modified or amended in writing signed by the City and Artist.
20. Data Practices Act Compliance. Any and all data provided to Artist, received from Artist, created, collected, received, stored, used, maintained, or disseminated by Artist pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. This paragraph does not create a duty on the part of the Artist to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement for Professional Services in duplicate on the respective dates indicated below.

CITY OF ROSEVILLE

By: _____
Daniel Roe
Its: Mayor

By: _____
Pat Trudgeon
Its: City Manager

Artist

By: _____
Lori Greene

EXHIBIT A

Mosaic Proposal

- Three Mosaic Cairns, as was outlined by the artist at the February 7, 2023 Parks and Recreation Commission Meeting.
- Each cairn will be approximately 15 feet in height.
- Locations of cairns on the Harriet Alexander Nature Center grounds will be determined based on feedback received during the community engagement process and operational needs.
- Preliminary design shall be approved by the Parks and Recreation Director prior to the beginning of construction.



Preliminary Design

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beginning of the year, the City estimates how much money is going to be in a fund at the end of the year. To him, it seems like the City was missing quite a lot of money at the end of 2021 in the Water Fund and he does not know why staff and the outside accountants did not notice that at the end of 2021. It seemed very odd to him that no one missed that large amount of money.

Mayor Roe noted regarding Pioneer Park, he understood the park was named more in honor of longtime Roseville families who donated the land for the park.

5. Recognitions, Donations, and Communications

a. Women's History Month Proclamation

Mayor Roe read the Women's History Month Proclamation.

Strahan moved, Etten seconded, proclaiming March 2023 Women's History Month.

Roll Call

Ayes: Etten, Schroeder, Groff, Strahan, and Roe.

Nays: None.

b. Accept Donation of Public Art Piece to the Harriet Alexander Nature Center

Parks and Recreation Director Matthew Johnson briefly highlighted this item as detailed in the Request for Council Action and related attachments dated February 27, 2023.

Councilmember Strahan explained not related to this item in particular but for something for consideration later on, it was mentioned in this proposal that the City of Roseville does not currently have a public arts masterplan and something the City should consider speaking on, not specifically whether or not the Council accepts this because she thought this sounds like a fantastic plan.

Public Comment

Mayor Roe offered an opportunity for public comment with no one coming forward.

Groff moved, Strahan seconded, accepting donation of Public Art Piece to the Harriet Alexander Nature Center.

Council Discussion

Councilmember Groff thought it was excellent that Lori Greene was chosen. She worked with Arts Roseville on the project at the library and her including the community is the best he has seen of any artist, as far as reaching out and working with them. The brilliant thing about Lori Greene is that she is the artist over arching the

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entire thing so there is a unifying force behind it and that leads in perfectly with the students because the students can do parts of it but she is the one who is pulling it all together and is why it was successful. He knew that Ms. Greene would make something really wonderful for the nature center.

Councilmember Strahan agreed and wanted to make sure there is ongoing maintenance of the artwork, so it maintains its beauty and continues to offer a respectful piece. She explained she was really excited about this and the work the Ms. Greene has done.

Councilmember Etten concurred and loved this. He thought it was great that there is a robust public piece, which was seen also at Rice and Larpenteur. He thought this was a great way to connect the community. He agreed that looking at a larger picture on how the public art works in the City would be a good thing to do long-term.

Councilmember Schroeder wanted to add that it started with long-term volunteers who are making this donation to start with someone who has been in the community and helping out the community for a long time as well as help from the Friends of the Parks, which is a great organization to be involved. She thought all of the pieces came together nicely and she supported this and is really excited to see this evolve.

Roll Call

Ayes: Etten, Schroeder, Groff, Strahan, and Roe.

Nays: None.

6. Items Removed from Consent Agenda

a. Approve Partnership with People Incorporated to Expand Mental Health Service

At the request of Councilmember Strahan, City Manager Trudgeon briefly highlighted this item as detailed in the Request for Council Action and related attachments dated February 27, 2023.

Councilmember Strahan indicated the main reason she had asked for this item to be considered separately from the other Consent items is the importance of it. This is a big step that often the City's residents and constituents do not know about and she wanted to make sure the residents hear about how the process works. Also, that the City had a better understanding on how this would augment the services already being provided and what they would be between the various agencies. Long-term, she knows the City had NYFS as well as Ramsey County and this, which are all great tools but she wanted to make sure that these are working in tandem with each other.

Chief Erika Scheider was at the meeting and reviewed how these programs would work together in the City.