



City Council Agenda

Monday, October 20, 2014

6:00 p.m.

City Council Chambers

(Times are Approximate – please note that items may be earlier or later than listed on the agenda)

- | | |
|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order: Laliberte, McGehee, Willmus, Etten, Roe |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports and Announcements |
| | 5. Recognitions, Donations and Communications |
| | 6. Approve Minutes |
| | 7. Approve Consent Agenda |
| | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| | 10. Presentations |
| 6:15 p.m. | a. Minnesota Department of Transportation Area Manager Presentation |
| | 11. Public Hearings |
| | 12. Budget Items |
| 6:45 p.m. | a. Continue Discussions on the 2015 Budget and Tax Levy |
| | 13. Business Items (Action Items) |
| | 14. Business Items – Presentations/Discussions |
| 7:15 p.m. | a. Art Mueller Concept Review |
| 7:45 p.m. | b. Discuss Organized Waste Collection |
| | 15. City Manager Future Agenda Review |
| | 16. Councilmember Initiated Items for Future Meetings |
| 8:15 p.m. | 17. Adjourn |

Council Agenda - Page 2

Some Upcoming Public Meetings.....

Tuesday	Oct 21	6:00 p.m.	Housing & Redevelopment Authority
Monday	Oct 27	6:00 p.m.	City Council Meeting
Tuesday	Oct 28	6:30 p.m.	Public Works, Environment & Transportation Commission
November			
<i>Tuesday</i>	<i>Nov 4</i>		<i>Election Day</i>
Wednesday	Nov 5	6:30 p.m.	Planning Commission
Thursday	Nov 6	6:30 p.m.	Parks & Recreation Commission
Monday	Nov 10	6:00 p.m.	City Council Meeting
<i>Tuesday</i>	<i>Nov 11</i>		<i>City Offices Closed – Veterans Day</i>
Wednesday	Nov 12	6:30 p.m.	Ethics Commission
Thursday	Nov 13	6:30 p.m.	Community Engagement Commission
Monday	Nov 17	6:00 p.m.	City Council Meeting
Tuesday	Nov 18	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Nov 19	6:30 p.m.	Human Rights Commission
Thursday	Nov 20	6:30 p.m.	Finance Commission

All meetings at Roseville City Hall, 2660 Civic Center Drive, Roseville, MN unless otherwise noted.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 20, 2014

Item No.: 10.a

Department Approval



City Manager Approval



Item Description: Minnesota Department of Transportation Area Manager Presentation

BACKGROUND

Sheila Kauppi from Mn/DOT will be making a short presentation on upcoming Mn/DOT projects in the area over the next few years. Sheila became our Area Manager in July of this year when Wayne Norris, our previous Area Manager, retired. Sheila is the Area Manager for all of Ramsey and Anoka counties. She was the Area Manager for Dakota County prior to this position.

Sheila will be joined by Mike Kruse who will give a more detailed presentation on the upcoming Trunk Highway 36 bridge replacement project at Lexington Avenue. This project has been planned for a few years and has been delayed in order to avoid the I-35E project. It is currently scheduled for the 2016 construction season and will involve the closure of Lexington Avenue under TH 36 for several months.

POLICY OBJECTIVE

Mn/DOT maintains and operates roadways within its jurisdiction to provide regional transportation connections across the state. Mn/DOT regularly updates its State Transportation Improvement Plan (STIP) which details which projects will be funded over the next 5 years. In the Metro area the STIP is influenced and approved by the Metropolitan Council to reflect the spending of Federal dollars in the Twin Cities metropolitan area.

FINANCIAL IMPACTS

None proposed at this time. There will be some local cost participation for elements of the Lexington Avenue bridge project which will be detailed once the project is further along in design.

STAFF RECOMMENDATION

None.

REQUESTED COUNCIL ACTION

None.

Prepared by: Marc Culver, City Engineer
Attachment: A: TH 36 Bridge at Lexington Project Layout

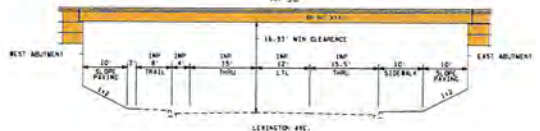
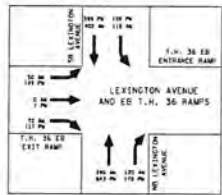
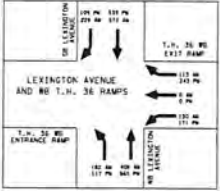
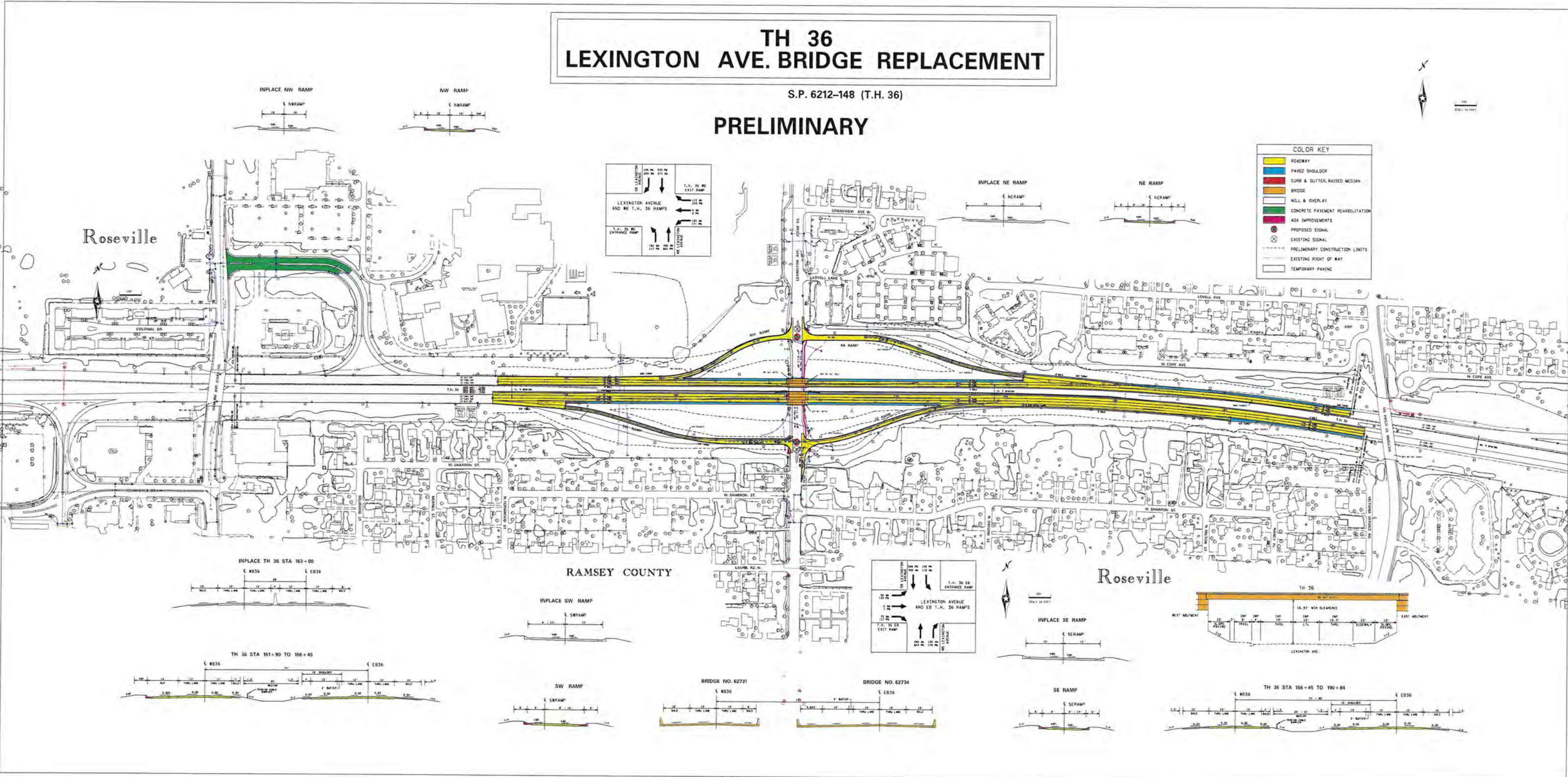
TH 36 LEXINGTON AVE. BRIDGE REPLACEMENT

S.P. 6212-148 (T.H. 36)

PRELIMINARY



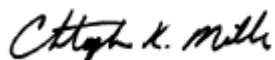
COLOR KEY	
[Yellow]	ROADWAY
[Light Blue]	PAVED SHOULDER
[Red]	CURB & GUTTER, RAISED MEDIAN
[Orange]	BRIDGE
[White]	FILL & OVERLAY
[Green]	CONCRETE PAVEMENT REHABILITATION
[Pink]	ADA IMPROVEMENTS
[Red Circle]	PROPOSED SIGNAL
[Blue Circle]	EXISTING SIGNAL
[Dashed Line]	PRELIMINARY CONSTRUCTION LIMITS
[Thin Grey Line]	EXISTING RIGHT OF WAY
[Thick Grey Line]	TEMPORARY PAVING



REQUEST FOR COUNCIL ACTION

Date: 10/20/14
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Continue Discussions on the 2015 Budget and Tax Levy

BACKGROUND

At the February 24, 2014 City Council meeting the Council considered the proposed 2015 Budget Calendar which outlined a series of steps to establish an eventual budget. To date, the budget process has included the following steps:

- ❖ May 12, 2014 Preliminary report on budget and tax levy impact items
- ❖ May 22, 2014 Departmental budget presentations
- ❖ Jun 16, 2014 Discussion on City Council Budget Goals & Priorities
- ❖ Jul 14, 2014 Presentation of the 2015 City Manager Recommended Budget
- ❖ Aug 11, 2014 Budget Hearing
- ❖ Aug 25, 2014 Review the 2015-2034 CIP & Funding Strategies
- ❖ Aug 25, 2014 Continue Discussions on the 2015 Budget and Tax Levy
- ❖ Sep 8, 2014 Adopt a preliminary 2015 Budget & Tax Levy

The Council is now asked to revisit the budget and tax levy discussion to assess whether there is any new information that would be pertinent for next year's budget, or to identify any on-going issues or concerns that have not yet been addressed.

During the Council's budget discussions on September 8th, the Council directed Staff to identify any potential 2014 operational savings that could be used to fund next year's budget for the tax-supported programs. The Council is slated to receive the 3rd Quarter Financial Report at its October 27th meeting. This Report will note that through September 30th, General Fund revenues are 0.1% higher than expected, while expenditures are 1.5% lower. So there are some potential savings if we continue trending as we have been; perhaps as much as \$100,000.

However, the Council is cautioned that there are a number of remaining uncertainties including weather-related impacts that can affect street maintenance, energy use, and many other programs. These impacts can quickly erode any operational savings that may appear within reach.

Staff will note that our ability to project year-end results gets stronger as we near the end of the fiscal year. However, because the City doesn't receive all 2014-related invoices and receipts until late January we won't have preliminary 2014 financial results until early February. Nevertheless, staff will be able to provide another estimate of potential 2014 Budget savings when the final budget and levy is considered in early December. As has previously been discussed, in February 2015 staff will bring

35 forward the final reconciliation of the 2014 Budget. At that time, amendments to the 2015 Budget can
36 be considered.

37
38 A copy of the Budget Reconciliation as amended on 09/08/14 is included in Attachment A.

39
40 The Council is reminded to bring all budget-related materials received to date, to subsequent budget
41 discussions.

42 **POLICY OBJECTIVE**

43 Establishing long-term financial plans and planning processes is consistent with industry best practices
44 as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

45 **FINANCIAL IMPACTS**

46 Not applicable.

47 **STAFF RECOMMENDATION**

48 Not applicable.

49 **REQUESTED COUNCIL ACTION**

50 For information purposes only. No formal Council action is required.

51

Prepared by: Chris Miller, Finance Director

Attachments: A: Budget Reconciliation from the 09/08/14 Council meeting.

Budget Proposal Reconciliation - Tax Supported Funds

(version 1 - 9/8/14)

Total Tax-Supported Operating Budget Expenditures	Estimated Total Tax Levy Revenues
\$24,339,400	\$18,003,721

Notes:**2014 Adopted Budget/Levy:**

(Generally, dollar amounts in Notes refer to BUDGET impacts, not necessarily levy impacts, unless noted.)

Subtractions proposed for 2015:

S1. Reduced costs for one-time spending	(\$15,000)	Park & rec re-accreditation (amount assumed from \$57,980 on Miller 9/8/14 report)
S2. Reduced costs supplies and materials	(\$10,100)	General reductions in various operating budgets
S3. Reduced costs for contractual services	(\$31,980)	Balance of \$57,980 from Miller report after subtracting assumed P & R re-accreditation amt & fire relief reduction
S4. Reduced costs for labor: position reductions/adjustments	\$0	
S5. Reduced costs for labor: health, insurance, & benefits	(\$11,000)	Reduced fire relief contribution, per actual (amount deducted from \$57,980 on Miller report - taken from prev. reports)
S6. Reduced costs for debt service	(\$220,000)	Street bonds issue #25 retired (\$160k); refinanced city hall/pub works bonds (\$60k)
S7. Reduced levy due to increased non-levy support of budget	n/a	Added category since 8/25 discussion (Moved from "additions" in Miller report)
S8. Reduced contributions to capital reserve funds	<u>n/a</u>	
Total Subtractions:	(\$288,080)	

Additions proposed for 2015:

A1. Increased costs for one-time spending	\$0	
A2. Increased costs of supplies and materials	\$41,800	Includes street maint. matls (\$24,000), motor fuel (\$2,300), and other misc. supplies
A3. Increased costs for contractual services	\$209,630	City Attorney (\$17,925); dispatch (\$58,185); Emerald Ash Borer (\$25,000), and misc. items
A4. Increased costs for labor: Cost-of-living adjustment	\$203,135	1.4% COLA proposed for non-union (\$84,035); 2% COLA included in union contracts (\$119,100)
A5. Increased costs for labor: Wage steps	\$168,000	50 out of YYY employees eligible for step increases in 2015
A6. Increased costs for labor: position additions/promotions	\$174,000	FD reorg. (6 new FT positions - \$69,000); also incl. conting. for fire union contract (\$32,865); and new IT Position
A7. Increased costs for labor: health, insurance, & benefits	\$100,000	Mandated contribution increase to PERA for police and fire employees and others
A8. Increased costs for debt service	\$0	
A9. Increased contributions to capital reserve funds	n/a	Per CIP subcommittee and staff recommendations (\$160k streets; \$55k facilities; \$5k pathway PMP)
A10. Make-up of use of reserves in current (and previous) years	<u>n/a</u>	Used \$321,000 from General Fund and \$30,000 from Park & Rec Funds in 2014
Total Additions:	\$896,565	(reduced by \$25k on 8/25, and \$175K on 09/08/14)

Proposed for 2015 (before Tax Relief):

Change from 2014:	\$24,947,885	\$18,659,050
% change from 2014:	\$608,485	\$655,329
	2.5%	3.6%

Proposed Use of reserves for Property Tax Relief (discretionary)

Per policy, reserves may be used for tax relief, if over target levels, or they may be allocated for other purposes or transferred to other funds.

2013 year-end aggregate reserves were approximately \$764,000 above target high-end percentage (per Fin. Comm.)
 2013 year-end aggregate reserves were approximately \$1,740,000 above target mid-point percentage
 2014 budget aggregate reserves are projected at approximately \$453,000 above target high-end percentage
 2014 budget aggregate reserves are projected at approximately \$1,494,000 above target mid-point percentage

Proposed for 2015 (after Tax Relief)

Change from 2014:	\$24,947,885	\$18,659,050
% change from 2014:	\$608,485	\$655,329
	2.5%	3.6%

Represents a \$6.54/month (10.1%) increase to the median single family property tax (from \$64.86 to \$71.40/month)
 (Median single family property tax will increase 5.7% - \$3.71/mo. - in 2015 if no change is made to the levy from 2014, because of the greater increase to assessed single family property values for 2015 as opposed to other property types.)

REQUEST FOR COUNCIL DISCUSSION

Agenda Date: 10/20/2014

Agenda Item: 14.a

Department Approval



City Manager Approval



Item Description: Request by Arthur Mueller for discussion of and guidance regarding a revised plat that would create 4 residential lots served by a private street at 2201 Acorn Road

BACKGROUND

On June 23, 2014 the City Council adopted Resolution No. 11161 denying Mr. Mueller's application for approval of a preliminary plat of his residential property to create 4 lots served by a public street, citing the following findings of fact:

- 1) The project's proposed storm water retention/infiltration areas, known as best management practices ("BMPs"), do not provide sufficient assurance that they will adequately prevent standing-water ("ponding") conditions.
- 2) The project's plans do not provide sufficient protection against standing-water conditions in the event the BMPs fail.
- 3) The project's proposed infiltration basins on roughly the southern half of the subject property do not provide for overflow drainage into a body of water or the City's storm water sewer system. This is problematic given the existing surrounding, low-infiltration soil conditions where these basins overflow because there is insufficient off-site storm sewer or other conveyance system to provide adequate flow away from neighboring parcels.
- 4) The project's proposed grading design does not provide adequate assurance that trees intended to remain on the property, in accordance with the City's tree preservation policy, will survive in the long-term due to their close proximity to said grading.
- 5) The project's proposed number of new building sites and proposed quantity of removed trees is inconsistent with the goals contained within the City's comprehensive plan relative to maintaining neighborhood identities and character.
- 6) The project's plans do not provide for adequate parking considerations, given the quadrupling of home sites on the property with less-than-standard street width and cul-de-sac radius, which would preclude on-street parking, and given the inability for convenient overflow parking on Acorn Road, where parking is also prohibited due to its less-than-standard width.

REVISED PROPOSAL

In an attempt to satisfactorily address these concerns which led to the denial of the previous application, Mr. Mueller has prepared a sketch plan of a revised plat, which is included with this report as Exhibit B, with annotations by Planning Division staff to call attention to key features of the plan. City staff has provided technical review to Mr. Mueller to the extent possible, but the concept includes elements that may be accepted or rejected at the sole discretion of the City

Council, about which staff is unable to provide further guidance. To this end, staff suggested the sketch plan review process as a way for Mr. Mueller to seek feedback from the City Council on some of the larger, policy-level issues at the crux of his new concept that can't be answered at a technical level by staff. Mr. Mueller has submitted a sketch plan application and paid the application fee to initiate this process.

Given the neighborhood interest in Mr. Mueller's previous submittal, staff has sent out informational public notices to the neighborhood so that they are aware of the item on the agenda. However, it is important to recognize that this is not a subdivision plat public hearing, the level of detail submitted is not adequate to make an approval determination on the plat, and the Planning Commission has not reviewed this concept. The City Council is not expected to take any formal votes on this item; moreover, the City Council is not being asked for, nor should it attempt to indicate a desire to approve or deny the plat in its entirety. Instead, the Council should only provide feedback that it is comfortable expressing at this conceptual stage because City staff has reached the end of its authority to provide feedback on some of the questions for which Mr. Mueller is seeking answers.

Private Street Width

A particularly important issue about which Mr. Mueller seeks guidance, pertains to the proposed street. The sketch plan relies on a street that is 24 feet wide and privately owned. The Subdivision Code allows for such a street but the acceptance or rejection of it is left entirely to the City Council's discretion.

City Code §1103.021 requires all local residential streets to be at least 32 feet wide from face-of-curb to face-of-curb. Private ownership of streets and narrower widths, down to an absolute minimum width of 24 feet (if signed for no parking on both sides to ensure adequate access by emergency vehicles), can be approved by the City Council. In addition, for a private street, §1103.06E establishes the following conditions:

- a. [the street may not be] gated or otherwise restrict the flow of traffic;
- b. a legal mechanism [must] be in place to fund seasonal and ongoing maintenance; and
- c. [the street must conform to] the minimum design standards for [all local residential] roadways as set forward in City Code §1103.021.

The long-term seasonal and ongoing maintenance required in condition "b" would need to be assured via a homeowners' association. The association will also need to require homeowners to collect their mail at, and transport their refuse/recycling carts to, Acorn Road since there will not be a turnaround at the western end of the private road for access by such service vehicles.

Drainage

Concerns about the existing storm water conditions on and around the subject site and the proposed storm water mitigation plans were cited in several findings in the resolution denying the previous plat. Mr. Mueller had initially developed a storm water system for the revised sketch plan that would have collected runoff from the subject property, as well as its neighbors, in a storm drain connected to the broader public storm sewer system, but such a plan relies on an easement across part of an abutting property; Mr. Mueller has thus far been unable to secure the necessary easement. In the present iteration of the sketch plan, the private street and residential lots are graded to direct storm water to a large retention pond on the western side of the site which would be designed with the capacity to capture and infiltrate virtually all of the site's storm water—even in exceptionally heavy rain events—by connecting to an underground sand layer. While it may be possible to meet storm water requirements with such a plan, a full

78 drainage report prepared by a qualified engineer, as well as approvals by the Rice Creek
79 Watershed District and Roseville Public Works, would still be required. The drainage report
80 should address the actual infiltration rate of the site, as well as what rain event would cause an
81 overflow condition, and what impacts to the area would occur given current grades and overland
82 flow conditions. Based on the analysis of the storm water report, additional or alternative
83 emergency outflow improvements may be required.

84 **REQUESTED DISCUSSION**

85 Mr. Mueller seeks feedback, to the extent the City Council feels it can offer feedback at this
86 early stage, regarding some of the policy-level decisions pertaining to his revised concept:
87 particularly the use of a private street 24 feet in width. If the use of a private street is deemed not
88 acceptable, -the grading and drainage plan most likely will need to be altered. At this point in
89 the process, there has not been much focus on tree preservation since it is highly dependent on a
90 grading and drainage plan, which has not been finalized. Feedback is provided through
91 individual comments and not through a formal vote. Feedback should be regarding individual
92 components of the sketch plan and not the plat in its entirety. Support, opposition, or a desire to
93 have the applicant provide additional information about any components during the formal plat
94 approval process could all be useful for the applicant.

95 The City Manager has instructed Planning Division staff to notify Mr. Mueller's neighbors about
96 the City Council's review of the proposed sketch plan. Members of the public may be in
97 attendance and, while the sketch plan review is not a public hearing, the Council may solicit
98 public comment, if desired.

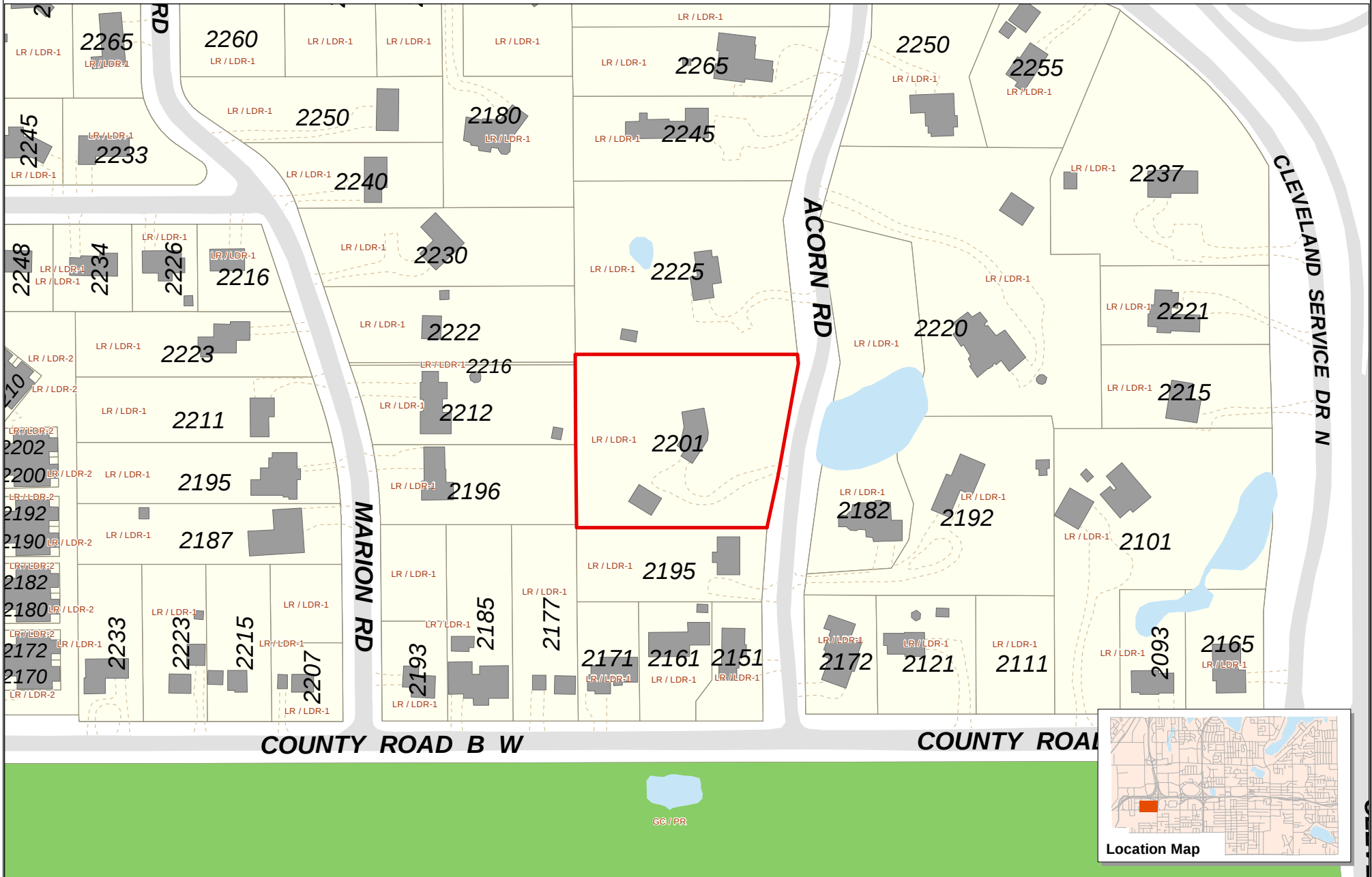
99 If Mr. Mueller decides to proceed with a preliminary plat application based on the feedback
100 offered during the sketch plan review, he would still need to initiate that process, which includes
101 the developer open house, public hearing, and City Council action.

Prepared by: Senior Planner Bryan Lloyd
651-792-7073 | bryan.lloyd@ci.roseville.mn.us

Exhibits: A: Area map

B: Proposed sketch plan

Attachment A for Planning File 07-039



Prepared by:
Community Development Department
Printed: May 23, 2014



Site Location

Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (4/30/2014)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 100 200 Feet



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RCA Exhibit B

The site plan illustrates a proposed development area with several key features:

- Proposed off-street parking capacity:** Indicated by a dashed rectangular outline in the upper right quadrant.
- Impacted trees (typ.):** Three red dots with arrows pointing to them, located near the center-left of the plan.
- Storm retention/infiltration pond:** A blue cloud-shaped area labeled "size to be determined," situated in the lower-left quadrant.
- Proposed private road:** A horizontal gray-shaded strip across the middle-right, labeled "200 ft. long, 24 ft. wide."
- Contemplated storm pond overflow pipe and storm drain:** A red line extending from the pond towards the bottom left corner.
- Existing storm sewer infrastructure:** A red line running horizontally along the bottom edge of the site.
- Contemplated storm pipe to existing system:** A red line connecting the pond area to the existing infrastructure at the bottom left, with a note stating "Necessary easement is unavailable."

The plan also includes various elevation points (e.g., 965, 962, 960) and dimensions (e.g., 35', 24', 60') for different sections of the site.

RCA Exhibit B

The site plan illustrates a proposed development area with several key features:

- Proposed off-street parking capacity:** Indicated by a dashed rectangular outline in the upper right quadrant.
- Impacted trees (typ.):** Three red dots with arrows pointing to them, located near the center-left of the plan.
- Storm retention/infiltration pond:** A blue cloud-shaped area labeled "size to be determined," situated in the lower-left portion of the site.
- Proposed private road:** A horizontal gray-shaded strip across the middle, labeled "200 ft. long, 24 ft. wide."
- Contemplated storm pond overflow pipe and storm drain:** A red line extending from the pond towards the bottom left corner.
- Existing storm sewer infrastructure:** A red line running horizontally along the bottom edge of the site.
- Contemplated storm pipe to existing system:** A red line connecting the new pond area to the existing infrastructure at the bottom left.
- Necessary easement is unavailable:** A note at the bottom left indicating a constraint on the proposed connection.

The plan also includes various elevation points (e.g., 965, 960, 958) and dimensions (e.g., 24', 35', 60') throughout the site.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 20, 2014

Item No.: 14.b

Department Approval



City Manager Approval



Item Description: Discuss Organized Waste Collection

BACKGROUND

The City Council discussed organized collection at their November 18, 2013 council meeting. The council packet information and meeting minutes are attached (Attachments A and B). Information was presented regarding a Public Works, Environment, and Transportation Commission resolution recommending the Council consider organized waste collection. The resolution contained 8 recommended goals to be considered if implementing organized collection. After considerable public comment on the issue the City Council decided to include questions on organized collection in the community survey completed earlier this year.

The Community survey questions and responses are as follows:

Most communities have one of three systems for garbage collection. In an open collection system, like the City of Roseville currently has, residents choose their hauler from several different companies serving the community. Other cities use an organized collection system, where the City contracts with a hauler for collection throughout the city.

82. Would you favor or oppose the City of Roseville changing from the current system in which residents may choose from several different haulers to a system where the City chooses a specific hauler for the whole community? Do you feel strongly that way?

STRONGLY FAVOR.....6%
FAVOR.....30%
OPPOSE.....33%
STRONGLY OPPOSE.....13%
DON'T KNOW/REFUSED.....19%

83. Could you tell me one or two reasons for your decision?

DON'T KNOW/REFUSED.....0%
WANT CHOICE.....52%
OPEN/LOWER COST.....9%
ORGANIZED/LOWER COST...13%
ORGANIZED/LESS TRAFFIC.21%
ORGANIZED/SAFER.....3%
LIKE CURRENT HAULER.....1%

The City Council suggested they would further discuss this topic after the community survey results were in and it was recently requested that this be included on the work session agenda for discussion.

The City of St. Anthony Village recently completed a process that organized waste collection under State Statute 115A.94. Detailed information on their process and resultant contract with the three consortium haulers can be accessed at www.ci.saint-anthony.mn.us. Below is a summary of the process:

- As part of their strategic plan St. Anthony Village identified “sustainability” as an important component of their vision and priority. To that end, they identified an action step to “Continue single-hauler initiative” to implement their goals.
- The City began the 60-day exclusive negotiation period with the current licensed haulers (Allied Republic, Walters, and Waste Management) on April 30, 2014.
- From that process, the haulers proposed a consortium-based trash and recycling collection system.
- The City accepted the existing haulers proposal to organize collection maintaining existing market share and negotiated a 5 year contract with CPI adjustments.
- The following is a price analysis extracted from the information on their website showing their reported pricing versus the new contract pricing. The prices listed do not include the County Environmental fee.

Table 2
Residential Collectors’ Reported Fees vs. Proposed Fees - Before Taxes
 (Units: \$ per household per month)

Trash Service Level	Current Reported Prices ^(a)	Proposed Trash + Recycling Subtotal ^(b)	Percent Change (% of Current Reported)
Small trash cart (weekly)	\$17.26	\$15.97	-7%
Medium trash cart (weekly)	\$18.61	\$17.88	-4%
Large trash cart (weekly)	\$19.50	\$20.14	3%
<i>Average (weekly levels only)</i>	<i>\$18.45</i>	<i>\$18.00</i>	<i>-2%</i>

Sources:

(a) Residential Collectors’ Annual “Garbage Hauler/Recycling License” applications as submitted to the City (average of three collectors’ reported rates, weighted by market share);

- The City approved the contract with the haulers on September 9, 2014 (see Attachment C) with service starting on April 15, 2015.
- Under the contract, the haulers will provide trash and recycling pick-up for the above quoted fee. Yard waste and bulky items are collected for an additional fee.
- Under the contract the haulers handle the administrative functions including billing, customer service, and public education.
- Under the contract, the haulers cannot charge for additional fees not outlined in the contract including administrative fees, environmental fees (beyond the County environmental fees), fuel surcharges, etc.
- The contract requires the haulers provide an organics collection plan for the City’s approval.

65 **POLICY OBJECTIVE**

66 Chapter 402.01 of the City Code reads: It is the intent of the City Council, by means of this Chapter, to
67 establish a system of complete regular garbage, other refuse, special wastes and yard waste collection
68 throughout the City. The system is intended to assure that the disposal of such materials is
69 accomplished in a sanitary and environmentally acceptable manner and that the health of the residents of
70 the City is properly safeguarded. (Ord. 1097, 8-12-91)

71 **FINANCIAL IMPACTS**

72 Solid waste collection for private properties is supported by user fees established by the vendor selected
73 by the property owner. There is currently limited financial impact to the City for licensing haulers to
74 provide this service to private properties.

75 It appears from the information provided from St. Anthony Village that switching to a consortium-based
76 hauler system is projected to provide a modest decrease for many, but not all of their residents.
77 However, each City is different and each resident will most likely see a different result going from the
78 existing open system to a consortium-based or single hauler system. Therefore, it is not possible to
79 determine how rates would be impacted in Roseville without going through the process.

80 **STAFF RECOMMENDATION**

81 Staff recommends the Council discuss organized waste collection and provide direction to staff on
82 additional information needs or direction for additional action. If there is a desire to pursue organized
83 collection, the City will need to follow the process outlined in State Statute 115A.94.

84 **REQUESTED COUNCIL ACTION**

85 Discuss organized waste collection and provide direction to staff for any additional informational needs
86 or action.

Prepared by: Duane Schwartz, Public Works Director

Attachment: A: 11/18/2013 Council Packet information
B: 11/18/2013 Council minutes organized collection discussion
C: St. Anthony Village Contract with Waste Haulers

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/18/13
 Item No.: 10.a

Department Approval

DS

City Manager Approval

Sam J. Thurgood

Item Description: Receive Information on Organized Waste Collection Process Law Changes

BACKGROUND

The City Council has requested a discussion on the changes to the law governing organized waste collection. The Public Works, Environment, and Transportation Commission recently updated and passed a resolution requesting the City Council consider the organized collection issue. We have attached the law change summary information (attachment A) and the resolution (attachment B) and the most recent comprehensive PWETC discussion minutes (attachment C) on this topic.

The new law changes the process for considering organized collection allowing the haulers a 60 day period to negotiate and present their own proposal prior to the Council forming a committee to study and present information to the Council for consideration. The City Attorney and staff will discuss the changes with the Council at the meeting.

POLICY OBJECTIVE:

The city currently has an open system of waste collection allowing licensed haulers to solicit customers throughout the city. The regulation of haulers has been limited to licensing to ensure minimum levels of service throughout the City of Roseville.

FINANCIAL IMPACTS:

There is no financial impact at this time although other cities with organized collection claim savings to their residents with lower waste fees.

STAFF RECOMMENDATION:

Staff is presenting information on the law changes and seeking direction from Council on this issue.

REQUESTED COUNCIL ACTION:

Discuss organized collection law revisions and set date for consideration of the organized collection issue if desired.

Prepared by: Duane Schwartz, Public Works Director
 Attachments: A: Statute information
 B: PWETC resolution
 C: PWETC minutes

Metro water group sunset extended

Chapter 19 (*HF834/SF515) allows the Metropolitan Council to continue to operate the Metropolitan Area Water Supply Advisory Committee through 2016, as described in MN Stat § 473.1565, subdivision 2. This applies only to the seven-county metro area. *Effective retroactively from Dec. 31, 2012. (CJ)*

180-day process for adopting organized collection replaced with 60-day negotiation period

Chapter 45 (*SF510/HF128) eliminates the cumbersome 180-day process for adopting organized collection, and replaces it with a 60-day negotiation period between a city and its licensed collectors. The new process is designed to give the current collectors the first chance to develop a proposal for organized collection. If the 60-day negotiation period ends without an agreement, a city can continue the process by adopting a resolution to form a committee to study organized collection and make recommendations. Cities that have already organized collection are exempt from the new law. Their current organized collection methods continue to govern.

The steps for adopting organized solid waste collection under the new law are as follows:

- **Notice to public and licensed collectors.** Before forming a committee to study organized collection, a city with more than one licensed collector must notify the public and its licensed collectors that it is considering organizing collection. The new law does not specify how notice should be provided. The League recommends providing both published notice and individual mailed notice to each licensed collector.
- **Sixty-day negotiation period.** After a city provides notice of its intent to consider organizing collection, it must provide a 60-day negotiation period that is exclusive between the city and its licensed collectors. A city is not required to reach an agreement during this period.
 - The purpose of the negotiation period is to allow licensed collectors to develop a proposal in which they, as members of an organization of collectors, collect solid waste from designated sections of the city. The proposal must address specific issues set out in the new law.
 - If an agreement is reached with a city's licensed collectors, it must be effective for three to seven years. The city must provide public notice and hold at least one public hearing before implementing the agreement. Organized collection cannot begin until at least six months after the effective date of the city's decision to implement organized collection.
- **Committee formation.** If a city does not reach an agreement with its licensed collectors during the negotiation period, it can form—by resolution—an “organized collection options committee” to study

various methods of organizing collection and issue a report. The city council appoints the committee members, and the committee is subject to the Open Meeting Law. The committee must examine different methods of organizing collection (two of which are specified in the law); establish a list of criteria for evaluating the different methods of collection; collect information from other cities and towns with organized collection; and seek input at a minimum from the city council, the local official responsible for solid waste issues, licensed solid waste and recycling collectors, and city residents.

- **Public notice, public hearing, and implementation.** A city must provide public notice and hold at least one public hearing before deciding to implement organized collection. Organized collection cannot begin until at least six months after the effective date of the city's decision to implement organized collection.

Effective May 8, 2013. (CJ)

Environment trust fund projects

Chapter 52 (*HF1113/SF987) is the annual package of projects funded from the environment and natural resources trust fund, which is funded through lottery proceeds. The Legislative Citizens Commission on Minnesota Resources (LCCMR) develops the recommendation for a wide range of research and projects related to the environment. Several of this year's approved projects are of interest to cities.

- **County geologic atlases.** Subd. 3(b) provides \$1.2 million to the University of Minnesota to continue to accelerate completion of county geologic atlases.
- **Specified county geologic atlases.** Subd. 3(c) provides \$1.2 million to the University of Minnesota for additional work on the county geologic atlases of Houston and Winona Counties.
- **Wetland inventory.** Subd. 3(d) provides \$1 million to the Department of Natural Resources for continued work on a statewide wetland inventory.
- **Hydrogen generation from wastewater.** Subd. 5(g) provides \$240,000 to the University of Minnesota to research uses of selected bacteria and polymer membranes being used to generate hydrogen from wastewater.
- **Emerald ash borer.** Subd. 6(c) provides \$600,000 to the University of Minnesota and the Department of Agriculture to evaluate and implement detection options for emerald ash borer.

Effective July 1, 2013. (CJ)

Omnibus lands bill

Chapter 73 (*HF740/SF886) is the omnibus lands bill. Legislative approval is needed to authorize the sale of tax-forfeited parcels bordering public waters. The bill also contains some policy changes related to the acquisition and

Minnesota Session Laws

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 45--S.F.No. 510

An act

relating to solid waste; amending process for cities to implement organized collection of solid waste; amending Minnesota Statutes 2012, section 115A.94, subdivisions 2, 5, by adding subdivisions; repealing Minnesota Statutes 2012, section 115A.94, subdivision 4.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2012, section 115A.94, subdivision 2, is amended to read:

Subd. 2. **Local authority.** A city or town may organize collection, after public notification ~~and hearing as required in subdivision 4 subdivisions 4a to 4d.~~ A county may organize collection as provided in subdivision 5. ~~A city or town that has organized collection as of May 1, 2013, is exempt from subdivisions 4a to 4d.~~

Sec. 2. Minnesota Statutes 2012, section 115A.94, is amended by adding a subdivision to read:

Subd. 4a. **Committee establishment.** ~~(a) Before implementing an ordinance, franchise, license, contract, or other means of organizing collection, a city or town, by resolution of the governing body, must establish an organized collection options committee to identify, examine, and evaluate various methods of organized collection. The governing body shall appoint the committee members.~~
~~(b) The organized collection options committee is subject to chapter 13D.~~

Sec. 3. Minnesota Statutes 2012, section 115A.94, is amended by adding a subdivision to read:

Subd. 4b. **Committee duties.** ~~The committee established under subdivision 4a shall:~~
~~(1) determine which methods of organized collection to examine, which must include:~~
~~(i) a system in which a single collector collects solid waste from all sections of a city or town; and~~
~~(ii) a system in which multiple collectors, either singly or as members of an organization of collectors, collect solid waste from different sections of a city or town;~~
~~(2) establish a list of criteria on which the organized collection methods selected for examination will be evaluated, which may include: costs to residential subscribers, miles driven by collection vehicles on city streets and alleys, initial and operating costs to the city of implementing the organized collection system, providing incentives for waste reduction, impacts on solid waste collectors, and other physical, economic, fiscal, social, environmental, and aesthetic impacts;~~
~~(3) collect information regarding the operation and efficacy of existing methods of organized collection in other cities and towns;~~
~~(4) seek input from, at a minimum:~~
~~(i) the governing body of the city or town;~~
~~(ii) the local official of the city or town responsible for solid waste issues;~~
~~(iii) persons currently licensed to operate solid waste collection and recycling services in the city or town; and~~
~~(iv) residents of the city or town who currently pay for residential solid waste collection services; and~~
~~(5) issue a report on the committee's research, findings, and any recommendations to the governing body of the city or town.~~

Sec. 4. Minnesota Statutes 2012, section 115A.94, is amended by adding a subdivision to read:

Subd. 4c. **Governing body; implementation.** The governing body of the city or town shall consider the report and recommendations of the organized collection options committee. The governing body must provide public notice and hold at least one public hearing before deciding whether to implement organized collection. Organized collection may begin no sooner than six months after the effective date of the decision of the governing body of the city or town to implement organized collection.

Sec. 5. Minnesota Statutes 2012, section 115A.94, is amended by adding a subdivision to read:

Subd. 4d. **Participating collectors proposal requirement.** Prior to establishing a committee under subdivision 4a to consider organizing residential solid waste collection, a city or town with more than one licensed collector must notify the public and all licensed collectors in the community. The city or town must provide a 60-day period in which meetings and negotiations shall occur exclusively between licensed collectors and the city or town to develop a proposal in which interested licensed collectors, as members of an organization of collectors, collect solid waste from designated sections of the city or town. The proposal shall include identified city or town priorities, including issues related to zone creation, traffic, safety, environmental performance, service provided, and price, and shall reflect existing haulers maintaining their respective market share of business as determined by each hauler's average customer count during the six months prior to the commencement of the 60-day negotiation period. If an existing hauler opts to be excluded from the proposal, the city may allocate their customers proportionally based on market share to the participating collectors who choose to negotiate. The initial organized collection agreement executed under this subdivision must be for a period of three to seven years. Upon execution of an agreement between the participating licensed collectors and city or town, the city or town shall establish organized collection through appropriate local controls and is not required to fulfill the requirements of subdivisions 4a, 4b, and 4c, except that the governing body must provide the public notification and hearing required under subdivision 4c.

Sec. 6. Minnesota Statutes 2012, section 115A.94, subdivision 5, is amended to read:

Subd. 5. **County organized collection.** (a) A county may by ordinance require cities and towns within the county to organize collection. Organized collection ordinances of counties may:

- (1) require cities and towns to require the separation and separate collection of recyclable materials;
- (2) specify the material to be separated; and
- (3) require cities and towns to meet any performance standards for source separation that are contained in the county solid waste plan.

(b) A county may itself organize collection under ~~subdivision 4~~ subdivisions 4a to 4d in any city or town that does not comply with a county organized collection ordinance adopted under this subdivision, and the county may implement, as part of its organized collection, the source separation program and performance standards required by its organized collection ordinance.

Sec. 7. **REPEALER.**

Minnesota Statutes 2012, section 115A.94, subdivision 4, is repealed.

Sec. 8. **EFFECTIVE DATE.**

This act is effective the day following final enactment.

Presented to the governor May 3, 2013

Signed by the governor May 7, 2013, 10:57 a.m.

**EXTRACT OF MINUTES OF MEETING
OF THE
PUBLIC WORKS, ENVIRONMENT AND TRANSPORTATION
COMMISSION OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the Public Works, Environment and Transportation Commission of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 24th day of September, 2013, at 6:30 p.m.

The following members were present: Stenlund; DeBenedet; Gjerdingen; and Felice and the following members were absent: Vanderwall.

Commission member DeBenedet introduced the following resolution and moved its adoption:

**RESOLUTION RECOMMENDING CONSIDERATION OF ORGANIZED
TRASH COLLECTION**

WHEREAS, the City of Roseville has an interest in assuring efficient, cost effective, and environmentally friendly solid waste removal and recycling services are available to its residents;

AND WHEREAS, State statutes regulate the organizing of solid waste collection services and set forth a process to consider organization;

AND WHEREAS, The Public Works, Environment, and Transportation Commission has studied many facets of the organized solid waste collection issue for the past 18 months;

AND WHEREAS, organized waste collection is consistent with the 2030 Comprehensive Plan, including Chapter 8, and Policy Statements 6.1, 6.3 and 6.4; and sustainability goals of the Plan;

AND WHEREAS, the present waste collection system does not provide accurate information regarding uniform cost, quantity, and/or disposal sites;

NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville, Public Works, Environment, and Transportation Commission hereby recommends to the Roseville City Council to consider implementation of organized solid waste collection in the City of Roseville with the consideration of the following goals:

1. Economic-ensure the lowest possible uniform rate structure for residents, transparency in rate structures, assurance that city costs will be revenue neutral, less

- wear and tear on residential streets thereby reducing city's maintenance requirements.
2. Environmental-assure waste is directed to resource recovery facilities for highest and best reuse, to meet mandatory waste reduction goals, minimize noise and air pollution
 3. Service-Provide for a uniform range of collection options such as size of container and collection of large items and yard waste, credit for extended vacations or seasonal residency, maximize efficiency in solid waste collection, improved neighborhood aesthetics due to fewer waste collection days
 4. A better process for data collection allowing better management for the City, individuals, and haulers
 5. Safety-Fewer trucks on residential streets with less impact on neighborhood livability and safety
 6. Better Planning- collection of better and more uniform data on waste generation and service delivery
 7. Hauler Impact-consider existing market share to minimize impact to local haulers
 8. Quality of Service: A fair and open process for customer satisfaction

The motion for the adoption of the foregoing resolution was duly seconded by Commission member Felice and upon vote being taken thereon, the following voted in favor thereof: Stenlund; DeBenedet; Gjerdingen; and Felice and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

Organized Collection Resolution

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

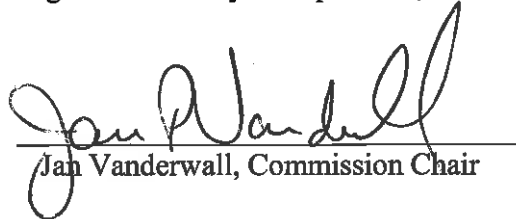
I, the undersigned, being the duly qualified Public Works Director of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said Public Works, Environment and Transportation Commission held on the 24th day of September, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such this 24th day of September, 2013.


Duane Schwartz, Public Works Director

I, the undersigned, being the duly qualified Commission Chair of the Public Works, Environment and Transportation Commission 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 Public Works, Environment and Transportation Commission held on the 24th day of September, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of September, 2013.


Jan Vanderwall, Commission Chair

Member Gjerdingen suggested that the PWETC become more proactive in providing the City Council with recommended motions on items moving forward, similar to that provided by staff in their reports to the City Council and action requests.

Member Felice stated that a lot of ground was covered during the joint meeting, and she appreciated the receptiveness of the City Council toward the PWETC and its accomplishments and upcoming work plan.

Chair Vanderwall noted that he left the meeting feeling that, even though the PWETC was a citizen volunteer group, the City Council considered recommendations of the group as meaningful and important to the work of the City Council.

6. **Final Vote on Organized Collection**

Member Felice opined that, with all the time spent on this issue to-date and hearing from all parties, it was time to move forward and achieve a positive potential outcome.

Chair Vanderwall expressed his regret that Member Stenlund was not in attendance for this vote; however, he noted that Member Stenlund had been a strong and consistent advocate in support of organized collection.

Member DeBenedet commented on one area of concern with the draft resolution on page 1 in the “NOW, THEREFORE, BE IT RESOLVED...” introductory statement; and suggested revised language to read as follows:

“NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville, Public Works, Environment, and Transportation Commission hereby recommends to the Roseville City Council to ***[begin the state-mandated process to implement]*** organized solid waste collection in the City of Roseville with the consideration of the following goals:...”

Member DeBenedet opined that the actual PWETC recommendation is that the City Council begin the process, including the lengthy discussion between haulers and the City, and just recommending that the process be initiated, not whether it actually comes to fruition in the end.

Member Gjerdingen expressed concern in the PWETC appearing to make an actual commitment; with Chair Vanderwall clarifying that there was no commitment, just initiating a very lengthy process.

Member DeBenedet moved, Member Gjerdingen seconded, the adoption of a resolution entitled, “Resolution Recommending Consideration of Organized Trash Collection;” for formal recommendation to the Roseville City Council; ***with page 1 amended to read as follows:***

“NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville, Public Works, Environment, and Transportation Commission hereby recommends to the Roseville City Council to *[begin the state-mandated process to implement]* organized solid waste collection in the City of Roseville with the consideration of the following goals:...”

Chair Vanderwall opined that he liked the idea that the first goal was economic. Chair Vanderwall advised that he anticipated once the City Council received this resolution of recommendation they would return the issue to the PWETC to start the process as a commission, whether that included Public Hearings at the PWETC level or if those would be held at the City Council level. Chair Vanderwall opined that his perspective was that the PWETC should serve as the body for public comment via Public Hearings.

Member DeBenedet, referencing Goal #5 (page 2) suggested the need for caution related with statements about safety unless there was reliable evidence to support that statement. Member DeBenedet opined that, while the number of trucks on a road affecting safety may not have justifiable data to support it, obviously the more vehicles on a road, the more accidents occurring.

Chair Vanderwall, from his perspective with bus transportation and 1500 – 2000 bus stops in Roseville, advised that he frequently fielded questions from parents expressing concern with trucks going too fast on city streets; and other relevant pieces to this beyond trucks using city streets. On a related note, Chair Vanderwall noted that there are currently 3,600 kids in summer school in Roseville, making it a year-round issue, not just during the regular school year.

Member DeBenedet clarified that he was not asking that Goal #5 be struck at this point just cautioned the need for more research or specific evidence.

Member Felice opined that, while it may be harder to measure actual data, perceived security and safety was an important factor to consider in neighborhoods as well.

Chair Vanderwall noted that this was a significant step by the PWETC; however, he noted that it had been under discussion and analysis for a considerable time, and opined that it was now time to move forward.

Ayes: 4

Nays: 0

Motion carried.

7. Review DRAFT Comprehensive Storm Water Management Plan (CSWMP) Update Discussion

City Engineer Bloom briefly introduced this item subsequent to the discussion held at the last meeting, and comments incorporated into this updated draft.

Regular City Council Meeting
Monday, November 18, 2013
Page 7

of Resolution No. 11107 (Attachment D) entitled, "Resolution Adopting and Confirming 2013 Assessments for City Project SS-W-13-10: 3040 Hamline Avenue Utility Improvements."

Roll Call

Ayes: McGehee; Laliberte; Etten; and Roe.

Nays: None.

Abstention: Willmus.

Motion carried.

Councilmember Willmus returned to the Council Chambers at approximately 7:11 p.m.

9. General Ordinances for Adoption

10. Presentations

a. Organized Waste Collection Process Law Changes

Public Works Director Duane Schwartz provided a brief summary of research and studies performed to-date by the City's Advisory Commission, the Public Works, Environment and Transportation Commission (PWETC), and their recommendations as detailed in the RCA dated November 18, 2013 and attachments. Mr. Schwartz noted the eight (8) specific goals included as part of the PWETC's recommendation if the City Council chose to pursue an organized collection process in Roseville, in the form of a resolution (Attachment B).

Mr. Schwartz reviewed changes enacted this year by the state legislature replacing the previous 180-day process and establishing a 60-day negotiation period with haulers. Mr. Schwartz outlined specific requirements of that legislation (Attachment A)

- Notice to public and licenses haulers
- Sixty-day negotiation period
- Either implementation if agreement is reached OR
- If no agreement-form a committee to study organized collection options
- Public notice; public hearing
- Implementation

City Attorney Mark Gaughan clarified the purpose of tonight's discussion, which would be open to public comment and questions. However, Mr. Gaughan pointed out that, as per the parameters of state law, if the City Council should determine to formally consider organized trash collection, they were under duty to negotiate with any and all licensed haulers in the City, which would also be open to public comment. Mr. Gaughan encouraged City Council, individually and corporately, to not engage in particular references during tonight's meeting that may influence

those negotiations in any way, nor create perceptions of any biased opinion without fully considering the issues.

Councilmember McGehee referenced the 8 goals set forth by the PWETC for the benefit of the public; and questioned whether the City Council was under any obligation for a study at this point, with no decision made yet.

City Attorney Gaughan opined that he was not aware of any mandates to proceed with organized trash collection if it was determined not to be in the best interests of the City.

At the request of Mayor Roe, City Attorney Gaughan opined that the City was not mandated to accept proposals, with the law providing for a 60-day negotiation period.

Councilmember Laliberte clarified with City Attorney Gaughan that it was in everyone's best interests that the City Council not voice their opinion in favor of a fair negotiation process, but opined that it needed to make its position known if choosing to move forward, and owed a response to the PWETC that had been delayed for a year.

City Attorney Gaughan advised that there would be a public opportunity for individual preferences to be made known at some point; but clarified that the purpose of tonight's meeting was for staff and the City Attorney to alert the City Council to the legal process; and provide an opportunity for the public to speak to the issue. Mr. Gaughan reiterated his concern that the process remained transparent and proceed to ensure that contractors in the City will be dealt with in good faith.

With the concurrence of City Attorney Gaughan, Mayor Roe clarified that the City Council could have a discussion on whether it wanted to initiate the process of having further discussions without prejudicing future negotiations.

Public Comment

Mayor Roe reviewed protocol for public comment; and given the number of audience members present, asked for their cooperation in limiting their comments to three (3) minute or less.

Written communication in the form of e-mails were provided as bench handouts, attached hereto and made a part hereof, including those from: Barb Deacy, 954 Roselawn Avenue W; Sara Barsel, 1276 Eldridge Avenue W; Senator John Marty, 323 State Capitol, St. Paul, MN; Douglas Maltby, 2674 Matilda Street; Marvin G. Cleveland, 1446 Skillman Avenue W; Douglas Root, 2468 North Hamline Avenue; Dick Houck, 1131 Roselawn Avenue; and Karl A. Lacher, 1132 Skillman Avenue.

Joseph Olson, 2247 Roselawn Avenue W

As an Attorney and Hamline Law Professor specializing in Trust Law, Mr. Olson expressed concern with this proposed consideration of organized trash collection, opining that it not only allowed but invited collusion between garbage haulers to divide up the market place and specifically protect their market share. While this would provide a great deal for them, Mr. Olson noted the rationale in prohibiting such activity due to reduced competition and eliminating public choice; as well as preventing new contractors from entering into businesses and creating significant barriers for private parties to enter into business. If the City Council chose to follow Senator Marty's bill, Mr. Olson opined that it would freeze the number of garbage haulers in the metropolitan area; and while the first three years out, cost savings may be found, when negotiating subsequent contracts, the prices would increase significantly based on market concentration. Personally, Mr. Olson opined that he liked having a choice, and he didn't want someone else to determine his carrier just because one hauler's area didn't come into his neighborhood. By getting involved in this type of process, Mr. Olson opined that it was dangerous cost-wise for the City as well as in further eliminating public choice. Mr. Olson opined that such a decision would not make the people of Roseville happy.

June Stewart, 2807 Fernwood Street; President of the area League of Women Voters

A letter dated October 17, 2013 from the League of Women Voters specific to this item and supporting organized trash collection, was provided as a bench handout and read by Ms. Stewart, and *attached hereto and made a part hereof*.

Dick Houck, 1131 Roselawn Avenue

Mr. Houck expressed his total opposition to this whole issue. Mr. Houck opined that it was not about any one of the eight (8) items listed on the resolution, even though they all sound good and may convince some in Roseville. Mr. Houck further opined that it wasn't about government trying to save citizens money, but only how much it could take from residents, not save for them. Mr. Houck opined that it was all about freedom to choose who a citizen wanted to do business with at their home site. If the City was actually interested in saving citizens money, he questioned why they would stop at trash haulers, but why not include furnace sales; and other trucks (e.g. UPS trucks, FedEx trucks, and snow plowers) using the roads. Mr. Houck opined that government should not be involved in the free enterprise system.

Nestor Riano 2347 Western

Mr. Riano opined that his comparison of the costs for the City of Maplewood for implementing an organized trash collection system had not saved any money based on his website research. Mr. Riano opined that those savings were assured rather through competition and keeping happy customers. Mr. Riano further opined that neither the City nor its residents would save any money through an organized trash collection.

Don Hewitt, 1794 Maple Lane

Mr. Hewitt agreed with the comments of Mr. Olson and Mr. Houck. Mr. Hewitt advised that he had changed trash haulers to meet his personal service requirements. Over the last few months, Mr. Hewitt advised that he had conducted his own informal survey of friends and family and asked them how much they paid for trash collection. Mr. Hewitt noted that he found none paying less than what he currently paid. Mr. Hewitt suggested that the City Council look at the annual report of Waste Management that outlined their business strategy for achieving the dominant share and then ratcheting up prices. Mr. Hewitt stated that he was opposed to this proposal for organized trash collection; saw no problem with the current system; and further saw no great benefit in making such a change.

Ann Berry, 1059 Woodhill Drive

In her over 51 years in Roseville, Ms. Berry stated that she had only had two (2) different haulers in. Further as a member of the League of Women Voters for over 48 years, Ms. Berry stated that she, along with at least 10 members in tonight's audience here to observe, had continued to ratify their original position in support of organized trash hauling for Roseville. From her history in Baltimore, MA and St. Paul, MN before residing in Roseville, Ms. Berry noted that they both offered organized trash collection, and she had been dismayed when moving to Roseville that they would have to make that choice as a resident. Of the few residents she was able to speak to in the City of Maplewood, also part of the League as well, Ms. Berry stated that she found them all to be pleased with their organized trash collection service. Ms. Berry noted that on her street alone, there were a minimum of eight (8) haulers, plus 2-3 other haulers who make repeat runs. Ms. Berry opined that there were safety issues for children on that street from multiple haulers, as well as the wear and tear on the streets from those trucks. Ms. Berry also expressed concern about where the trash ended up. Ms. Berry, in her observations of this study over the years, and its regular updating and membership confirmation, spoke in support of organized trash collection and encouraged the City Council to join other cities in planning for it.

Barbara Simon, 1709 Millwood Avenue

Ms. Simon agreed with Mr. Olson and Mr. Houck; opining that, as a long-term resident, her key words were "freedom" and "choice." In addressing Mayor Roe specifically, Ms. Simon expressed appreciation for how well the meeting was being run, and offered her prayers for him and Councilmembers as they serve the community. Ms. Simon opined that she did not take her blessings and freedoms lightly, and they were very important to her. However, Ms. Simon opined that economics should not be the main driving force in Roseville, nor should government be involved in collective, socialized trash hauling. Ms. Simon further opined that individuals have value, and wanted to go on record saying that she did not agree with a collective, socialized trash hauling system in Roseville.

Duane Ziegler, 1829 Roselawn

Mr. Ziegler referenced the hierarchy of his family compared to this issue and the confusion of his children in determining the "boss" and who made decisions. Mr. Ziegler agreed that it would be confusing for him as well if this proposal went through, and his loss of freedom if the City Council became the boss versus him being able to choose who hauled his garbage. Having been a former resident of St. Paul for 5 years and neighbors having issues with too many trash haulers in their immediate neighborhood, Mr. Ziegler noted that they were able to handle it and come to a compromise among themselves in choosing one hauler and reducing traffic in their alley. Mr. Ziegler advised that this was simply through his knocking on doors seeking consensus; and opined that people could work together in Roseville as well to reduce haulers in their neighborhood. However, Mr. Ziegler opined that citizens didn't need a committee or the City Council to do so.

Roger Toogood, 601 Terrace Courte

As a Roseville resident for 59 years, Mr. Toogood advised that he had experienced the services of various trash haulers. As the Past President of the Roseville Citizen's League Board, Mr. Toogood advised that he had been intimately involved in these discussions over the last five (5) years and had spent considerable time studying the issue; but noted that often much of the verifiable information got thrown out. Mr. Toogood expressed his appreciation that some of his freedoms could be limited to enhance his quality of life (e.g. speed limits, city codes, etc.). In the meeting held in September by the League, Mr. Toogood noted that speakers were available from Maplewood addressing their new organized trash collection system and reporting on the significant savings obtained by this system for residents, averaging a cost reduction of 50%. Mr. Toogood suggested those facts be double-checked for verification.

Mr. Toogood displayed his own informal survey of his neighbors and their costs, providing interesting realities, and his amazement that many didn't even know those costs without looking up their records. Mr. Toogood provided comparisons from his survey on costs from \$17.63 to \$32.00 and based on types and sizes of containers. Mr. Toogood noted that, as a townhome resident, and when this started his service as the Vice President of the Owasso Hollow Town Home Association Board, when reviewing their Association budget, he found the cost for trash collection to be \$13.75 per home owners. In questioning such a low rate, Mr. Toogood advised that he found that the rate was negotiated among various town home associations corporately to achieve this low rate.

Mr. Toogood spoke in support of organized waste collection to reduce wear on streets, reduce trucks in neighborhoods; and encouraged the City Council to take the leadership in this for Roseville and follow the City of Maplewood along with other communities who have also researched this issue. Mr. Toogood recognized that it would not be easy for the entire community to accept it, but was a positive from a cost and service perspective.

Karl A. Lacher; 1132 Skillman Avenue

Mr. Lacher opined that he would prefer to keep his choice of a carrier, no matter what other competition was out there; but if they liked their current hauler, they should be able to keep them.

Bob Murray, 1433 W Roselawn

Mr. Murray spoke to the need for "We the People, Of the People, and For the People..." to keep their freedoms, which they'd fought for, and were guaranteed as the American way. Mr. Murray opined that those having served their country did so for a purpose to retain those freedoms; and quoted "Government governs best that governs least;" and spoke further opined that, if he didn't like his hauler he could choose a different one.

Douglas Root, 2468 N Hamline Avenue

As the President of the Roseville Citizens League, following Mr. Toogood, Mr. Root referenced the public forum held approximately 5 years ago, at which time public information was provided on the pros and cons of organized trash collection. Mr. Root applauded the City Council for its willingness to hear from citizens, at the PWETC level and City Council level as well. Mr. Root opined that it was a good thing to bring people out and get their voices heard, no matter their opinion.

Mr. Root advised that he provided his written comment in support of organized trash collection, or at least serious consideration of it.

Tim Callaghan, 3062 Shorewood Lane

As a 27 year resident of Roseville, Mr. Callaghan stated that he had only had two (2) trash collectors during that time. Mr. Callaghan advised that he had made the change when ; his trash bill went up considerably due to a line for "governmental costs," at which time he changed and did not find those charges on his new bills, as they were charging for disposal fees and charges that were not actually real. Mr. Callaghan questioned if this was what the City of Roseville was attempting to do now. Mr. Callaghan advised that, if the Waste Management firm was assigned for collection in his area, he would not accept them, nor would he pay them. Mr. Callaghan opined that they had already cost him \$4,000 in overbilling when he used them, and he would not go back to that company.

With allegations that the purpose of organized trash collection was to increase safety in neighborhoods, Mr. Callaghan questioned how many injuries or accidents had been documents or impacts to safety; of whether this was just another fantasy.

With allegations that the purpose was to reduce traffic and wear and tear on City roadways, Mr. Callaghan questioned specifically how much it would be reduced.

Mr. Callaghan stated that the danger in his neighborhood was traffic cutting through the neighborhood to access the adjacent business, having nothing to do with trucks. In questioning traffic counts, Mr. Callaghan opined that those survey results would be available if things weren't changing in the Engineering Department, opining that the numbers were in-house, and claims were made, but the public had not been made aware of those numbers so they could determine whether or not to support them.

Mr. Callaghan questioned why the Police Chief was not present to provide verification, but to his personal knowledge, opined that he had never heard of a trash vehicle hitting someone in Roseville.

Stacy Ness, 1425 Primrose Curve

Ms. Ness opined that, while there may be a few years age difference, she was aligned in her thinking with that of Mr. Houck. Ms. Ness spoke in support of the freedom of choice, and against organized trash hauling. Ms. Ness opined that she could do her own negotiation; and limiting or providing no choice would not provide a greater service; and further opined that it was out of line for government to put itself in this role, and questioned where it would stop. In running her personal household like a business, Ms. Ness supported her ability to negotiate and accept realities (e.g. road wear); and expressed her opposition to anti-competitive practices.

Neil Neilstadt, 295 Roma Avenue

Mr. Neilstadt expressed his opposition to organized trash hauling; opining that he couldn't remember when he was disappointed with not having a choice. Mr. Neilstadt noted that he would have the same amount of trash no matter which hauler he chose; and regarding safety, he couldn't remember anyone getting run over by a garbage truck, even though he heard about school bus accidents and questioned how the City planned to address that. Mr. Neilstadt questioned how less competition would reduce prices; and reiterated his preference to have a choice of who he wanted and not be forced to use someone else.

Georgeann Hall, 385 Transit

While the City Council is charged with making decisions to best serve the community, Ms. Hall noted that residents couldn't choose their recycler, but the City had successfully done so. Ms. Hall noted that she was currently unable to tell her trash hauler when to pick up trash, but that the City could. Ms. Hall noted that government did make decisions beyond garbage; and spoke in support of organized trash collection.

Dean Maschka, 1695 Millwood Avenue

Tongue-in-cheek, if the City Council wished to fill the City Council chambers beyond that of tonight's audience, Mr. Maschka suggested they consider a leash law for cats in the community.

Mr. Maschka opined that, the critical issue was to understand the industry on a global level, and with only two (2) major haulers nationwide, the situation could become exactly as Mr. Olson addressed earlier in tonight's meeting; that the City could easily end up with only 2-3 carriers due to those national groups having the ability to buy out other independent carriers, and opined that they would do so. Mr. Maschka opined that the role of government was not to create monopolies or dance with gorillas; and referenced the cable television industry as an example of such a model done when he served on the City Council; negating his ability to go with any other cable providers, even though some options were now possible through other venues.

Mr. Maschka opined that the economics of this would not work long-term, and will cause an eventual price increase. While agreeing with safety concerns, Mr. Maschka opined that life is dangerous and uncertain, but it was not the role of government. Regarding pollution, Mr. Maschka noted that haulers were moving to natural gas trucks for their own economies, and reducing their carbon footprints; with those vehicles able to operate more economically, for longer periods and using a dependable source of fuel. Regarding wear and tear on streets, Mr. Maschka opined that streets were built to handle these types of vehicles.

Mr. Maschka opined that his seemed to be just one more step in incrementally giving up our freedoms, and he was growing sick and tired of it. Even though he didn't really care who his garbage hauler was, Mr. Maschka opined that it was the principle of it and his opposition to having more of those freedoms taken away.

Donna Peterson 2436 N Pascal

As a 30-year resident of Roseville, and having originated from a small town and experienced in working on environmental issues including landfill pollution of other property, Ms. Peterson spoke in support of organized trash collection. Ms. Peterson stated one of her underlying concerns was in determining where that trash ended up, whether at a collection center, or elsewhere; and opined that it was vitally important to be aware of that and the consequences if it was not going to a resource recovery center.

Tom Campbell - 976 Transit Avenue

No matter which decision the City Council chose, Mr. Campbell asked that they address and provide subsequent responses to several issues.

- 1) Given the elderly and single member households in Roseville, and continuing growth of the older society, how much less or more trash do they generate than a typical family household; and are there any opportunities for an every-other-week pick-up for them versus every week pick-up?
- 2) Regarding different sized containers, does everyone pay the same price or is there a better rate for smaller containers?

- 3) Could 2-3 neighbors get together and combine their trash into one container to save money?
- 4) Is everyone charged on their bill automatically, or is there an opt out or opt in potential?
- 5) Is there an option for physically handicapped residents – whether temporarily or permanently impaired; and would a walk-up service be provided and how would a resident tie into that?
- 6) Will a household get credit for vacations or for those who are snowbirds?
- 7) How will yard waste be handled given the variety of ways currently used by residents with their mulching or composting, or hauling of organic materials beyond trash?
- 8) If you don't like the single source, how do you make a change?
- 9) How many complaints does the City have to get before it would take action; and what types of complaints would those be?

Regarding overweight trucks and their wear and tear on roadways, Mr. Campbell referenced a local research board study being conducted by MN State - Moorhead; with a presentation scheduled for February, 5, 2014, on what is happening with the size of garbage trucks on City streets.

Mr. Campbell opined that everyone liked living in Roseville; but further referenced, on a related note, City Code 402.13 outlining that no trash cans shall be on display publically other than on trash day. Mr. Campbell took this opportunity to accentuate this problem, encouraging residents to comply with that code for the benefit of a nice, clean city and allowing residents to take pride in their properties.

Harold Ristow, 2356 Top Hill Circle

As a Roseville resident for 47 years, Mr. Ristow expressed his support for mandatory trash pick-up. As a former employee with the City of St. Paul, Mr. Ristow referenced changes over the years and impacts of vehicle traffic on oil-based streets, including comparing frequent trash collection trucks when loaded with infrequent fire engine or emergency vehicles. Using his cul-de-sac neighborhood as an example, Mr. Ristow noted that the neighbors had gone with one trash collector for their circle, and they had saved on number of trash vehicle traffic as well as costs for service.

While recognizing some of the narrow remarks heard tonight, Mr. Ristow asked that the City Council look at all aspects of the program and make a fair decision; and referenced the City of Blaine as an example of a community using organized trash collection and not paying more.

Mark Anderson, 2453 Cohanssey Street

As a property owner in Roseville as well as in Minneapolis, Mr. Anderson spoke to the concern with government monopolies creating pricing that is more expensive in the long-term; with his findings that Roseville's pricing was currently bet-

ter with the private hauler system. Opining that the garbage system in Roseville didn't appear to be broken, Mr. Anderson therefore questioned why attempts were being made to fix it.

Floyd Olson, 447 Transit Avenue

Mr. Olson expressed his opposition to organized collection; but commented on his observations on his dead end street of the same truck and hauler going up and down the street as many as 6 times. Mr. Olson questioned whether there was any consideration given to limiting the number of companies to a reasonable number. Mr. Olson noted that the City's website lists 10 licensed companies; with one other company, to his knowledge, making calls in neighborhoods to solicit business, but not yet licensed.

George Walters, Owner of Walters Recycling and Refuse

Mr. Walters recognized the many favorable comments from residents tonight, thanking them for the free publicity. Mr. Walters stated that he wanted to go on record that he was also opposed to any kind of organized collection. Mr. Walters noted that he had built his business in this community house-by-house and had worked hard to accumulate customers, most of whom were happy with their service. Mr. Walters stated that their firm wanted to continue to grow in Roseville, and if the City moved toward an organized collection system, they would not have an opportunity to do so; opining that it would not prove a good idea for his business.

Linda Deleo - 280 Minnesota Avenue

Specific to truck traffic on streets, Ms. Deleo referred to the number of construction-related trucks on Minnesota Avenue over the last 1.5 years due to the Rice Street interchange construction. Ms. Delao opined that the only result from that increased truck traffic had been multiple patching of the street; with no other resolution of the issues created from that construction traffic and contractors.

Having worked as a Purchasing Agent for two different engineering companies, one in Chicago and one in Roseville, Ms. Deleo opined that she was fully aware of the room for corruption when competition was eliminated. With such a great possibility of that happening, Ms. Deleo stated that she would hate to see that happen here. Based on her observations when at home on garbage day, Ms. Deleo referenced the differences in the garbage haulers with open tops allowing garbage to fly all over the neighborhood, those consistently driving too fast, and multiple and unnecessary trips. Ms. Deleo spoke in support of choosing and keeping her own carrier; the one who stops when seeing neighbors trying to pick up a dead animal and taking care of it for them; or taking extra garbage just because you're a good customer. Having lived in Roseville since 1988, Ms. Deleo advised that she had only changed carriers once. Ms. Deleo opined that this carrier provided every service she wanted as a customer; and she was willing to pay

With no more residents expressing interest in speaking, Mayor Roe ended public comment on this issue at approximately 8:27 p.m. and thanked the audience for their comments.

Mayor Roe encouraged City Council discussion at this time; and reminded the body of the purpose tonight to provide additional direction to staff; or the option of taking this up at a future meeting as well.

Councilmember Laliberte thanked all who weighed in on this topic; and expressed her appreciation to see the community engaged; as well as thanking the PWETC for referring this issue to the City Council and their patience in waiting for this continued discussion. Councilmember Laliberte also thanked those civic and community organizations having hosted panels and community discussions over the last few years; and in them providing other learning opportunities for the public.

Laliberte moved, Willmus seconded, that the City Council maintain support for the existing licensure and open market waste collection system in the City of Roseville.

Councilmember Laliberte opined that the City was attempting to fix a problem that didn't exist. Councilmember Laliberte further opined that there were many things contributing to the wear and tear on roads, and also noted recent findings of MnDOT that some asphalt applications were not holding up in various metropolitan cities; and therefore that wear and tear could not be attributed specifically to garbage trucks. Councilmember Laliberte opined that this was one example and situation where the private industry and residents could work things out on their own, whether through organizing or having fewer trucks on the street, and encouraged the City Council to engage on their part versus dictating the outcome.

Councilmember Willmus noted that this issue had been an ongoing discussion within the City for a number of years. As he started to focus on those discussions, Councilmember Willmus noted the references he heard to those models in the Cities of Blaine, Sauk Rapids, or Maplewood, all developed prior to recent state legislative changes. Given that new legislation and the consortium model, Councilmember Willmus opined that costs for services in those cities using that model and zoned for service by 4-5 haulers, did not provide a significant cost savings, but were comparable to what he could obtain on the open market. Councilmember Willmus stated that this was a huge component in his stepping away and reconsidering that there was now no apparent overwhelming factor to move forward with a change to organized collection; and therefore he would not support that change, but would support the open market system.

Councilmember Willmus expressed his interest in seeing a broader, more specific community survey done on this issue than done in the past with fairly generic or

benign questions; but with the goal of digging deeper with questions to find out whether or not the community is truly happy with where it is for trash collection or if a consortium model was preferred, even if pricing was essentially the same as that of the open market. Councilmember Willmus opined that he did not feel any overwhelming need to change the system currently in place.

Councilmember McGehee stated that she was happy enough with the current system, but noted the persuasive arguments heard to at least look at this and go through the process to see what was found. Councilmember McGehee noted the emotion expressed during in the community and during public comment tonight, but sought confirmation of the situation from haulers themselves by engaging them in the process. Councilmember McGehee opined that it didn't mean the City had to do anything, but that it should at a minimum perform due diligence on its own process and consult with local haulers, since only 1 hauler had been heard from tonight. Councilmember McGehee noted that most people knew her as a strong supporter of small business, and that she was not interested in some other process other than the one laid out before them.

Councilmember McGehee spoke in support of the survey idea, noting that it was the intention of the City Council to authorize such a survey in the near future, and that this should be an important question to include as the process moved forward in tandem. Councilmember McGehee opined that more could be learned by going through the process.

Councilmember Etten concurred with Councilmember McGehee's comments.

Councilmember Laliberte questioned if City Attorney Gaughan had found any evidence, as Professor Olson suggested, of collusion with a zoned approach, or what the PWETC was proposing.

City Attorney Gaughan opined that he had not researched evidence of collusion, but was immediately unaware of any within communities having adopted organized trash collection. Mr. Gaughan noted that this would be outside the proposed set up for collectively negotiating a contract with haulers and the City within the statutory scheme.

Mayor Roe stated that he was torn with the motion before the City Council. While recognizing some benefits for organized trash collection providing residents to have some say into where their trash ended up and his concerns with landfills and impacts on areas and the community versus being dictated by a personal hauler. Mayor Roe noted that, with the current system, the City couldn't dictate where trash ended up just by issuing a license to a hauler; and expressed his interest in pursuing that particular provision. However, Mayor Roe noted that he'd heard several interesting comments from people in favor of organized collection based on their informal contacts in their neighborhood as a group, both mak-

ing good points. Mayor Roe opined that he didn't have enough information at this time to make a decision tonight.

Mayor Roe spoke in support of a statistically valid, well-designed survey to provide an unbiased view of the community on this issue; however, he was not in the position to say the City should continue permanently with an open system either. Mayor Roe stated that, at this time without additional information, he was not supportive of the motion; but it was not necessarily due to any preference on his part to pursue organized collection either.

Councilmember Laliberte opined that it was her understanding that the City Council was charged to respond tonight negatively or positively to the recommendation of the PWETC; therefore she felt motivated to give them an answer and move on with other City priorities based on time and resources. Councilmember Laliberte spoke in full support of developing a deeper survey question regarding this issue.

Councilmember McGehee opined that the City Council had been asked to study and collect information; and the process proposed in the legislation allowed them to do that; while at the same time it could complete a well-crafted survey without wasting any time or effort in tandem with this process.

Councilmember Willmus questioned if the City Council would be willing to put the survey first before taking any action on this issue.

Mayor Roe noted that this would be a possibility; and offered his support of such an action.

Therefore, Councilmember Willmus withdrew his second to the Laliberte motion; and Mayor Roe declared the motion failed for lack of a second.

Willmus moved, Roe seconded, authorizing staff to move forward with a citizen survey regarding community preference for organized trash collection or continuing the open market system currently in place; and having those survey results in place prior to proceeding in any direction with this issue.

Councilmember Etten suggested that the U of MN-Mankato study referenced by Mr. Campbell and any other staff and/or community research or information obtained globally be provided in addition to the survey and become part of the City Council's decision-making process.

Mayor Roe opined that this would not require an amendment to the motion; but could serve as a direction to staff; with concurrence by the body on that directive to staff.

City Attorney Gaughan clarified that this motion did not constitute a motion to consider organized collection under state law; with Councilmembers concurring that this was not the intent.

Councilmember McGehee spoke in support of this process and the survey being done in tandem to avoid repeating, by initiating the process now with the end result well formulated and having no time limit on how long the City Council could think about it before making a decision or at any specified point, but following individual or collective study. Councilmember McGehee suggested charging the PWETC to collect more information, along with information from the February 5, 2014 U of MN-Mankato study; and put a process in place to maximize the amount of information received, which had been initiated tonight with public comment. Councilmember McGehee reiterated her interest in hearing from haulers; and with information obtained through the survey, with the process then more meaningful and leading to an ultimate decision.

With concurrence by City Attorney Gaughan, Mayor Roe noted that if the City Council chose to initiate a process as outlined by Councilmember McGehee, it would in fact put the City Council under the 60-day timeframe as addressed by the legislation.

Councilmember McGehee opined that the only obligation the City Council had at the end of that 60-day period was to receive, if one was offered, a proposal from haulers licensed in the City of Roseville.

City Attorney Gaughan clarified that if the City Council negotiated with a licensed hauler, it would set in motion an obligation for staff to engage with licensed haulers and negotiate with them; that the 60-day process would not be stagnant; and even though the City would be under no obligation to enter into a contract at the end of that 60-day period, they would have to negotiate with them at the staff level.

City Attorney Gaughan reiterated his recommendation that the best course of action for the City was to seek additional information outside the statutory timeframe; and suggested not using that process as an information-gathering tool.

McGehee moved an amendment, seconded by Etten, to incorporate the community survey results and February 5, 2014 U of MN-Mankato study results; as well as a request to haulers to supply the City with additional information that they might deem useful.

Councilmember Willmus stated that his primary concern is for Roseville residents, not owners, operators, or licensees. Councilmember Willmus expressed his curiosity in results of the U of MN-Mankato study; but expressed his preference

for the benefits of having information-gathering specifically focused on residents. Councilmember Willmus spoke in opposition to the amendment.

Councilmember Etten opined that he never found additional information to be a bad thing.

Councilmember Laliberte spoke in opposition to the amendment; opining that it would be more respectful for the City Council to take action and continue with the resolution to abide with the current process in place; while not precluding them from conducting surveys and gathering additional information.

Councilmember McGehee questioned how that information would be obtained and distributed to Councilmembers as a body versus individual research unless it was made as a staff assignment or charge to the PWETC to pull that information together for consortium versus single-hauler cities.

Roll Call (Motion to Amend)

Ayes: McGehee and Etten.

Nays: Willmus; Roe; and Laliberte.

Motion failed.

Roll Call (Original Motion)

Ayes: McGehee; Willmus; Etten; and Roe.

Nays: Laliberte.

Motion carried.

Mayor Roe thanked residents in the audience for their attendance; and advised that this issue would be revisited upon completion of a community survey.

Recess

Mayor Roe recessed the meeting at approximately 8:50 p.m. and reconvened at approximately 8:57 p.m.

Upon reconvening, given time constraints for the remainder of tonight's meeting, Mayor Roe, without objection from the body, concurred with staff's recommendation to defer Item 14.b entitled "Met Council Grant Program for Private Sewer Laterals;" and Item 14.c entitled, "Twin lakes Redevelopment Discussion" until the November 25, 2013 regular meeting.

11. Public Hearings

a. Liquor License Transfer

Finance Director Chris Miller briefly reviewed the purpose of tonight's Public Hearing regarding transfer of an off-sale liquor license from Network Liquors to Minnesota Fine Wines & Spirits, LLC operating under the name of Total Wine & More, and relocating that store to 2401 Fairview Avenue N, Suite 105; with a projected opening in the spring of 2014. Additional background information and materials were detailed in the RCA dated November 18, 2013. Mr. Miller advised

**AGREEMENT FOR
RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES IN SAINT ANTHONY
VILLAGE**



The City of Saint Anthony Village, Minnesota

Agreement for Residential Solid Waste and Recycling Collection Services

THIS AGREEMENT (“Agreement”) made and entered into this [_____] day of [_____] 2014, by and between the CITY OF SAINT ANTHONY VILLAGE, a Minnesota statutory city in Hennepin and Ramsey Counties, organized and existing under the laws of the State of Minnesota (“City”), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA ALLIED WASTE SERVICES OF THE TWIN CITIES – EDEN PRAIRIE // REPUBLIC SERVICES OF THE TWIN CITIES – EDEN PRAIRIE, a Delaware limited liability company (“Republic Services”); WALTERS RECYCLING AND REFUSE, INC., a Minnesota corporation (“Walters”); and WASTE MANAGEMENT OF MINNESOTA, INC., a Minnesota corporation (“Waste Management”) (individually and collectively, “Contractor”).

STATEMENTS

WHEREAS, pursuant to City Code Chapter 113, the City requires the weekly collection and disposal of Mixed Municipal Solid Waste and Recycling from all properties in the City; and

WHEREAS, the Contractor is engaged in the business of collecting and disposing of Mixed Municipal Solid Waste, Recycling, Yard Waste, and Bulky Items in the City; and

WHEREAS, the Contractor, if a signatory to this Agreement, is required to and does hold a Class I Residential License in the City; and

WHEREAS, pursuant to and in accordance with Minnesota Statutes section 115A.94 (“Organized Collection Statute” or “Statute”), the City and Contractor have negotiated in good faith for a period of at least 60 days with the intent of developing a proposal whereby the Contractor, as a consortium, will collect solid waste and recyclables from designated sections of the City; and

WHEREAS, as a result of the negotiation period between the City and the Contractor, the Contractor submitted a proposal to the City Council on June 30, 2014, a revised version of which, dated August 1, 2014, was subsequently submitted to the City Council on August 12, 2014, both versions together meeting the criteria of the Statute (collectively, “Proposal,” attached hereto as **Exhibit A**); and

WHEREAS, the Proposal includes and aligns with the City’s sixteen (16) identified priorities, attached hereto as **Exhibit B**; and

WHEREAS, the Proposal reflects the Contractor maintaining its existing market share of business in the City, as approximately indicated in the collection zones depicted in **Exhibit C**, attached hereto (“Zone Map”); and

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WHEREAS, the City held a public hearing on the Proposal at the September 9, 2014 meeting of the City Council, and after the conclusion of this hearing, the City Council accepted the Proposal and authorized the City to enter into this Agreement; and

WHEREAS, the City and the Contractor have negotiated this Agreement at arm's length and have agreed to all terms and Definitions set forth in this document; and

WHEREAS, the City desires to hire the services of this Contractor, and Contractor desires to provide these services as outlined in this Agreement to the City in Residential Dwelling Units in single-unit through three-unit buildings.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1 Certain Definitions.

Certain terms used in this Agreement shall have the meanings ascribed in **Exhibit D** attached hereto or otherwise defined in this Agreement. Each term that is defined in this Agreement in the singular shall include the plural of that term, and each term that is defined in this Agreement in the plural shall include the singular of that term.

2 Scope of Work: General Description.

- 2.1 The work to be performed shall consist of all the items contained in the Agreement, including all the supervision, materials, equipment, labor, customer service operations, and all other items necessary to complete such work.
- 2.2 The work includes collection and disposal services. Disposal of trash shall be at a resource recovery facility designated by the City. The disposal costs (also known as "tipping fees") shall be paid by the Contractor and included in the base collection fee.
- 2.3 The Contractor shall have full responsibility and take on all costs for all billing to residents, as well as for any customer service, public education, or administrative burden as expressly stated in or contemplated by this Agreement.
- 2.4 The work to be performed does not include any significantly increased volume of household solid waste or similar material resulting from a tornado, flood, ice storm, disabling snowstorm, disaster, or act of God over which the Contractor has no control. The Contractor shall not make such collections unless the City gives prior, written authorization.
- 2.5 In case of a tornado, flood, ice storm, disabling snowstorm, or other disaster or other acts of God, the City at its sole discretion may grant the Contractor a temporary variance in the Contractor's regular schedules and routes according to conditions set by the City.
- 2.6 In case of a storm or other disaster or acts of God or other instances where it is necessary for the Contractor to perform services beyond the scope of this Agreement, the Contractor and the City shall negotiate the amounts to be paid to the Contractor. The City shall be free to utilize other Contractors for such services without additional or further obligation to the Contractor.

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- 2.7 The Contractor will acquaint itself with all pertinent City Ordinances and other City guidelines and shall comply with said Ordinances and guidelines.
- 2.8 Notwithstanding any exemptions that may apply, it shall be the Contractor's sole responsibility to comply with all road weight restrictions. The Contractor shall immediately inform the City of any notices of non-compliance. The City retains the right to inspect and/or weigh the Contractor's trucks at any time.
- 2.9 The City reserves the right to improve any street or alley, which may prevent the Contractor from using its accustomed route or routes for collection. The Contractor is advised to contact the Saint Anthony Village Department of Public Works and the Counties prior to each construction season to determine areas of potential conflict and possible alternate routes or solutions. No additional compensation will be made for this interference. At least two months before any route or schedule change, the Contractor shall specify the proposed route and/or schedule change in writing to the City's Director of Public Works for the City's approval.
- 2.10 The Contractor will make its own examination, investigation, and research regarding the proper method of doing the work, and all conditions affecting the work to be done (e.g., street layout, alley layout, other geography, City boundaries, eligible RDUs vs. multifamily dwellings served by commercial Contractors) and the labor, equipment, and materials needed thereon, and the quantity of work to be performed (including the Contractor's own field audit verification of RDU counts estimates provided by the City).
- 2.11 The Contractor shall be obligated to protect all public and private utilities, whether occupying public or private property. If such utilities are damaged by reason of the Contractor's operations under this Agreement, the Contractor shall repair or replace the same, or, failing to do so promptly, the City shall cause repairs or replacements to be made and the cost of doing so shall be paid by the Contractor.
- 2.12 The City may add additional RDUs for collection services at its sole discretion. Multi-family dwelling building owners or other small, non-residential establishments may apply to the City to be included under this Agreement.

3 Operations Applicable to All Collection Services.

3.1 *Hours and Days of Operation.*

Collection of any household solid waste materials shall not start before 7:00 a.m. or continue after 8:00 p.m. on the established day of collection.

3.2 *City-Established Collection Day Shall Be Wednesday*

The collection day shall be Wednesday for the entire City.

3.3 *Holidays*

The list of holidays is as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. If an observed holiday occurs on a Monday, Tuesday, or Wednesday, Thursday is the scheduled collection day.

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3.4 *Office and Supervision*

The Contractor shall establish and maintain an office or call service for accepting complaints and customer calls. The office shall be in service during the hours of 7:00 a.m. until 5:00 p.m. Central Time on all days except Saturday, Sunday, and holidays as specified in Section 3.3. The address and toll free telephone number of such office shall be posted on a sticker on the carts and other public education/outreach tools as appropriate.

3.5 *Cart Handling and Care*

The Contractor's employees shall handle the carts with reasonable precaution to prevent spilling or scattering of household solid waste and recycling materials. The Contractor shall replace all carts in an upright position and shall immediately clean up and dispose of any contents thereof that may be spilled, regardless of whether the spill occurred on public or private property.

3.6 *Spills to Be Cleaned Up*

If the Contractor fails to clean up any scattered or spilled material within three hours after oral or written notice (email is acceptable) from the City, the City may arrange such work to be done itself or by another Contractor, and the Contractor shall pay the City for the costs thereof.

3.7 *Snowbird Policy*

Residents at eligible RDUs who will be away from their home for a period of one (1) month or longer may contact the Contractor to stop their services, and may subsequently contact the Contractor when they return to start their services. No billing will take place for the period of time in-between such contact (i.e., residents will not be billed when on "vacation hold").

4 Collection Services.

4.1 *Trash Collection Services to Be Performed*

4.1.1 Household trash shall be collected from all eligible RDUs within the City, once per week during the term of the Contract. The Contractor shall accommodate those residents not requiring weekly pickup by allowing every-other-week pickup on as as-needed, individual basis.

4.1.2 One trash cart shall be collected from each eligible RDU as the base level of trash collection service. Additional trash carts may be ordered by the resident, but are above this base level of service.

4.1.3 The Contractor intends to offer three levels of trash collection service through this Contract:

- ◆ "Small" trash cart (about 35-gallons);
- ◆ "Medium" trash cart (about 64-gallons); or
- ◆ "Large" trash cart (about 95-gallons).

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- 4.1.4 The Contractor will structure its trash fee rate schedule as charged to residents to provide a variable rate between these three levels of trash collection service as a means to encourage more recycling and waste reduction.
- 4.1.5 The Contractor will create guidelines for residents of eligible RDUs with instructions on how to store and set out their trash. The City, subject to its approval of the guidelines, may publish the guidelines on its website. Residents shall be required to place their household trash in trash carts. To accommodate birthday parties, reunions, and other events occasionally occurring at a RDU, the Contractor shall pick up two extra bags from such RDU at no extra charge.
- 4.1.6 Senior citizens with physical limitations and disabled or handicapped residents shall be entitled to walk-up collection without additional charge. The Contractor shall determine eligibility for walk-up collection, which shall comply with any applicable federal, state, or local law.
- 4.1.7 Household trash shall be loaded and transported in such a manner as to be as inoffensive to the public as possible, and all reasonable precautions shall be taken to prevent the spilling or scattering of waste materials while in transit or loading. In the event that any waste does spill or scatter, it shall immediately be cleaned up regardless of whether such spillage occurred on private or public property.
- 4.1.8 The Contractor shall not knowingly collect any hazardous waste from RDUs, and shall refuse to pick up waste that is defined as hazardous under any federal, state, or local law. The Contractor shall also bring any such improper disposal practice to the resident's attention via written or verbal notification and keep a log of each of these contacts with the residents. Within two business days, the Contractor shall notify the City of any such improper disposal of hazardous waste.
- 4.1.9 Collection of additional types of overflow trash bags, yard waste, bulky items, and electronic waste as ordered and paid for directly by the residents within eligible RDUs shall be provided upon a resident's request.
- 4.1.10 All residential trash collected under this Agreement shall be deposited at the City-designated resource recovery facility.
- 4.1.11 The Contractor shall haul and dispose of residential solid waste at its own expense.
- 4.2 *Recyclables Collection Services*
 - 4.2.1 Ongoing, year-round recyclables curbside collection service from eligible RDUs shall be performed exclusively by the Contractor.
 - 4.2.2 Collections under the new single-stream recycling service will begin on the Effective Date of this Agreement.
 - 4.2.3 Recyclables shall be collected every other week from a wheeled recycling cart. The Contractor shall provide an additional cart to eligible RDUs that require one based on the volume of recycling occurring at the RDU. The Contractor shall accommodate residents who desire a smaller recycling cart on an individual basis.

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- 4.2.4 Collection shall occur in the same location (i.e., at “curbside”) and in a similar manner as trash collection.
- 4.2.5 Recyclables “walk-up” collection may occur for residents who apply and receive Contractor approval under the same eligibility standard referenced in Section 4.1.6.
- 4.2.6 The Contractor will create guidelines for residents of eligible RDUs with recycling instructions. The City, subject to its approval of the guidelines, may publish the guidelines on its website. All occupants of residential properties containing RDUs in the City that set out recyclables for municipal collection shall be required to place their recyclables in carts.
- 4.2.7 The Contractor shall provide a specific list of resident instructions for sorting recyclable materials from trash and setting out recycling carts. Before the list is finalized and published, the Contractor shall develop a draft list of instructions for review, comment and advice from the City. The City retains final authority for the instructions.
- 4.2.8 The Contractor shall instruct residents in eligible RDUs to have their recycling carts set out at curbside by 7:00 a.m. on their designated recycling collection day.
- 4.2.9 All recyclable materials placed for collection shall remain the responsibility and ownership of the residents until picked up by the Contractor. Upon pickup by the Contractor, the Contractor shall own the recyclables. The Contractor must deliver all collected recyclables to a licensed recycling center in a manner acceptable to the City.
- 4.2.10 The computed weight for the City’s residential recyclables shall be the total weight of recyclables collected using certified scales divided by the number of RDUs in that collection route to determine the average weight of recyclables collected per RDU. This amount will then be multiplied by the number of RDUs serviced in the City to determine the total City weight. Contractors will provide monthly reports to the City on weights for recycling. The Contractor shall retain truck scale weight tickets for City inspection upon request for a period of at least three years.
- 4.2.11 Collection of additional types of recyclables as ordered and paid for directly by the residents within eligible RDUs (e.g., appliances, furniture, and other large bulky items) shall be provided by the Contractor.
- 4.2.12 Recycling carts shall be designed to distinguish them from the Contractor’s trash carts and yard waste carts.
- 4.3 *Yard Waste Services*
- 4.3.1 The Contractor shall provide separate yard waste collection as an additional service during the (approximately) eight months between April 15 and November 15, weather permitting.
- 4.3.2 The Contractor shall provide the option for residents in eligible RDUs to subscribe for yard waste “cart service.” Residents in eligible RDUs must use carts, up to 12 compostable yard waste bags, or both. Branches must be three feet or less in length and tied in bundles no more than 18 inches in diameter. The Contractor shall provide yard waste pickup (which shall include Christmas tree pickup) during the first two full weeks of each year at no charge.

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- 4.3.3 The Contractor may advertise to City residents that the Contractor will provide additional curbside yard waste collection services. Any such advertising must be approved by the City prior to finalization (e.g., printing or electronic distribution).
- 4.3.4 Yard waste contract collection service from eligible RDUs shall be performed exclusively by the Contractor.
- 4.4 *Bulky Item and Electronic Waste Collections*
 - 4.4.1 Bulky item and electronic waste curbside collection services shall be provided. The collection services shall be on an “on-call” basis whereby residents must call and pay the Contractor directly for bulky item and electronic waste pickup service. The Contractor shall provide all collection, processing, and marketing or disposal services related to these bulky items and electronic waste. This may include other “on-call” special collections of other problem materials.
 - 4.4.2 The Contractor will provide a specific list of resident instructions (including notifying the Contractor) for preparing bulky items, electronic waste, and other problem materials requiring special collections.
 - 4.4.3 The Contractor shall maintain a record of bulky items, electronic waste, and other problem waste special collections and provide a report to the City at least once per year.
 - 4.4.4 The Contractor shall submit a specific bulky item, electronic waste, and other problem material collection price schedule as part of this Agreement.
 - 4.4.5 The City reserves the right to publicize and/or distribute Contractor’s bulky item and electronic waste collection price schedules to the public and otherwise inform the public of bulky item collection alternatives. The City reserves the right to set additional terms, conditions, and restrictions on bulky waste, electronic waste and problem materials collections as the City deems appropriate, including, but not limited to, disposal restrictions.
- 4.5 *Public Education*
 - 4.5.1 The Contractor agrees to take on all duties associated with the public education and promotion of the City’s overall trash and recycling program. The Contractor shall be responsible for all costs and administrative burden associated with the public education and promotion of the City’s overall trash and recycling program, which shall include the dissemination of information regarding all services contemplated by this Agreement. Any information disseminated to the public shall first be approved by the City.
 - 4.5.2 In coordination with Hennepin and Ramsey Counties and the City, the Contractor shall cooperate with City schools to provide at least one recycling seminar at each school per school year.
 - 4.5.3 The Contractor shall cooperate with the local media in promoting the City’s recycling program.
 - 4.5.4 The Contractor shall provide a sticker on each cart that specifies the Contractor’s local phone number (no long-distance phone numbers) to call for customer service issues (e.g., missed pick-up, cart needs repair, cart needs to be replaced).

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4.5.5 With advice and final approval from the City, the Contractor shall adopt clear and reasonable standards for residents to comply with solid waste and recycling program requirements (e.g., annual calendar of the collection schedules; how and when to set out carts for Contractor pickup; types of materials that are acceptable vs. prohibited; sorting and preparation instructions).

4.6 *Customer Service*

4.6.1 The Contractor shall maintain throughout the duration of this Agreement a designated single point of contact who is located within fifty miles of the City and who has sufficient authority to resolve issues when officially notified by City staff.

4.6.2 The Contractor shall provide responsive, friendly customer service at all times including interactions with residents by drivers / crews on the collection route, on the phone, emails, web sites, and in all other forms of communication.

4.6.3 The Contractor shall address all complaints it receives courteously and promptly. The Contractor shall log all complaints it receives and provide the log to the City on a semi-annual basis. The Contractor must reasonably resolve the complaints it receives. If the Contractor believes that the complaint cannot reasonably be resolved, then the Contractor must promptly contact the City to discuss further action.

4.6.4 In the event of a missed collection, the Contractor shall investigate, and, if such allegations are verified, the Contractor shall then arrange for the collection of the subject materials no later than 4:00 p.m. the next business day after being notified of the miss. The Contractor shall keep a log of all missed collections and provide it to the City on a semi-annual basis.

4.7 *Annual Report: Plan for Continuous Improvement*

4.7.1 The Contractor shall submit an annual progress report to the City by February 1 of each year. The Contractor shall also present a summary of this annual report to City staff in a personal meeting to discuss annual progress and plans for the next year. The City and Contractor shall together determine what details must be included in the annual progress report, in addition to any specific details required under this Agreement.

4.8 *Food Waste/Organics Collection Plan*

4.8.1 The City recognizes there are many collection methods, new technologies, and composting facilities available today for separated residential food waste and other organic waste. The City has made no decisions yet about the specific method of collecting separated food waste/organics. Planning for separate food waste/organics collection will continue with the assistance of Hennepin County and Ramsey County.

4.8.2 The Contractor shall offer a plan for source separated, residential food waste/organics collection and delivery for composting and be ready to implement such plan by January 1, 2016. The Contractor shall submit such plan to the City for prior approval and negotiations within a reasonable time prior to 2016, or prior to any State-mandated deadline for implementation, whichever comes first. The Contractor shall keep the City reasonably informed of its efforts in developing such a program and shall respond to the City's request for any specific information in a reasonable time and manner.

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- 4.8.3 Finalization of organic waste collection operations and related service fees under this Agreement shall be negotiated in good faith between the City and the Contractor. The City reserves the right to discontinue planning for organic waste collection at any time.

5 Collection Equipment.

5.1 *Truck Equipment for Trash*

- 5.1.1 When collecting household trash under this Agreement, the Contractor shall use packer trucks. The packer shall then transport the household trash to the disposal site.

- 5.1.2 The ‘packer’ shall be watertight, and be relatively quiet in operation. The Contractor’s trucks that serve RDUs in the City shall exclusively use alternative/environmentally friendly fuels.

- 5.1.3 The number of collection vehicles furnished by the Contractor shall be sufficient for the collection of all household trash within the allotted daily time frame identified in this Agreement.

5.2 *Trucks for Recyclables Collection*

When collecting recyclables, under this Agreement, the Contractor shall use separate collection vehicles for recyclables than used for household trash collection. The Contractor’s trucks that serve RDUs in the City shall exclusively use alternative/environmentally friendly fuels.

5.3 *Cleaning*

All vehicles shall be kept in a clean and sanitary condition, and all collection vehicles shall be cleaned with pressurized hot water at least once a week. It may be necessary to wash these vehicles more often to improve the appearance of the vehicle, to eliminate or control insect infestation, and to control odor.

5.4 *Painting*

The vehicle bodies shall be painted and numbered, and shall have the Contractor’s name and telephone number painted in letters of a contrasting color, at least four (4) inches high or easily readable under normal conditions.

5.5 *Maintenance*

The trucks shall be maintained in good working order. They shall be equipped to meet all federal, state, and municipal regulations concerning vehicles used on City streets and alleys and maintained to meet these standards.

5.6 *Safety Equipment*

All vehicles shall be equipped with the safety equipment as required by any local, state or federal laws.

5.7 *Spills*

The Contractor must immediately clean up all spills of any truck fluid or any free liquids from the trash or recyclable materials.

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6 Employees.

6.1 *General*

All employees shall be competent and skilled in the performance of the work to which they may be assigned. All employees shall have passed a background check, as further detailed in the Proposal, to ensure that they do not constitute a hazard to the citizens of the City. Failure or delay in the performance of this Agreement due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default of the Agreement.

6.2 *Courteous, Prompt Service*

The employees shall not use loud or profane language, shall be courteous to patrons at all times (arguing will not be tolerated), and shall perform their work as quietly and quickly as possible. No scavenging of wastes, recyclables, bulky materials, or other set out items will be permitted by employees.

6.3 *Trespass*

The Contractor's employees (and vehicles) will remain on public access roads and shall not drive over private property unless requested by property owners.

6.4 *Inspection*

The City or its authorized agent may inspect the work performed for compliance with the Agreement. The Contractor shall provide all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, equipment, or work.

6.5 *Contractor's Records*

The Contractor shall maintain, separate from all other records and accounts, complete records and an accurate ledger of accounts of all revenues and expenses relating to the collection of residential household trash, recyclables, yard waste, bulky items, electronic waste, and materials from special events. Such records and accounts shall, at all reasonable times, be open to inspection by the City and its agents. With reasonable notice, the City shall have the right to audit any portion of the Contractor's records relating to services provided under this Agreement.

6.6 *Violations by Residents*

The Contractor shall report to the City all observed violations of ordinances pertaining to solid and hazardous waste by residents.

7 Prices.

7.1 The Contractor shall be solely responsible for the duties, tasks, and costs related to all billing and collection associated with the services under this Agreement.

7.2 *Collection Services.* The Contractor shall charge for collection services an amount no greater than that listed in the Outline of Line Item Contract Price Elements, attached hereto as **Exhibit E**, and as otherwise clarified or limited by this Agreement.

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- 7.3 The City may request from the Contractor specific billing information or actual service information (including through physical site inspection) on any RDU and request an adjustment in payment. RDUs with more than one (1) Municipal Solid Waste (“MSW”) cart shall be charged the RDU Price for each refuse cart.
- 7.4 Pickup of Bulky Items shall be billed, according to the price structure in **Exhibit E**, by the Contractor directly to the customer.
- 7.5 The Contractor will re-certify the number of RDUs existing in the City annually in the month of January and provide such information contemporaneously to the City. In the event such recertification results in the necessity to re-configure the Zone Map, Contractor’s proportionate share of the City’s RDUs will be maintained and updated. Any new Zone Map resulting from the annual recertification of RDUs shall supersede and replace the previous Zone Map. Contractor shall provide the City a copy of any official revision to the Zone Map, and the City has ultimate authority to approve or deny any changes to the Zone Map.
- 7.6 *Change in Service Levels.* The City may request a change in service levels provided by Contractor under this Agreement, which change could significantly affect Contractor’s costs in providing services. An example of this would be the separation and collection of Organic Waste. At such time as this Solid Waste Abatement procedure is mandated by Hennepin County, Ramsey County or the State of Minnesota, the City and Contractor will amend Basic Service to include Organics Collections by re-opening this Agreement.
- 7.7 *No Imposition of Additional Fees or Increase in Rates.* Other than what is expressly stated in **Exhibit E**, or as otherwise expressly stated in this Agreement, Contractor shall not impose any additional fees, taxes, or surcharges of any kind, including, but not limited to administrative fees, environmental fees, or fuel surcharges, or impose any other increase in the prices and rates for services under this Agreement.
- 7.8 *Late Fees.* Any and all late payments due to Contractor under this Agreement shall bear interest at the rate of 1.0 percent per month (12% per annum) based on late payments issued more than thirty-five (35) days after receipt of the applicable invoice. Contractor may discontinue providing service if payment from a RDU is not made within 60 days of receipt of said invoice, after written notice via Certified Mail to the RDU.
- 8 **Administration.**
- 8.1 *Certified Pickups.* Contractor shall only be entitled to payment for services rendered to an RDU certified by the City as a qualifying account. In the event that a RDU has been certified for collection service, and the City wishes to discontinue such service at such RDU, the City shall notify Contractor to that effect at least one week prior to the date of discontinuance of such service.
- 8.2 *RDU Billing.* Contractor will be responsible for invoicing, collecting payments, and performing administrative functions related to billing RDUs for MSW and recycling services. Contractor will be responsible for invoicing, collecting payments, and performing administrative functions related to billing RDUs for Bulky Item and Yard Waste service.

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- 8.3 The Contractor shall submit quarterly itemized invoices and collect payments due from RDU property owners for MSW and recycling service quarterly.
- 8.4 *Street Improvements.* The City reserves the right to improve any street or alley which may prevent Contractor from traveling its accustomed route or routes for collection within reason. No additional compensation shall be made for interference. A map of planned areas of street re-surfacing shall be provided to Contractor annually by the City.
- 8.5 *City Approves Routes; Alleys to Be Serviced First.* The City shall have ultimate authority over and approve any of the Contractor's proposed routes for collection, as well as any changes to such routes. Contractor shall ensure that all alleys are serviced first on any route, providing a lighter truck and resulting in less road wear.
- 8.6 *Service Delays.* Notification of delayed collections, except for scheduled holiday delays, is the responsibility of Contractor. Contractor shall notify the City immediately of any such delay. If notification is given to the City before 3:00 p.m. on a weekday, the City shall place the service delay notice on the City website.
- 8.7 *Annual Meeting.* The City and Contractor representatives shall meet and confer at least annually to review customer service issues, improve efficiency and coordinate educational activities.
- 8.8 *License.* Contractor must maintain a Residential Class I license. Contractor shall obtain all other County, State, or Federal licenses or permits required to transact the MSW, Recycling, Yard Waste, and Bulky Item collection requirements of this Agreement. If Contractor does not abide by the City's licensing requirements, its license shall be revoked, according to the procedures established in the City Code, and this Agreement shall be terminated with respect to the individual Contractor. City shall not amend the City Code during the term of this Agreement in any way that prohibits, frustrates, or makes it economically prohibitive for Contractor to maintain its Class I license.
- 9 Effective Date.
- Pursuant to and in accordance with the Organized Collection Statute, the Effective Date of this Agreement shall be April 1, 2015.
- 10 Term of Agreement.
- 10.1 *Five (5) years.* This Agreement shall be in full force and effect for the period beginning on the Effective Date, and ending April 1, 2020.
- 10.2 *Renewal.* At the conclusion of the initial five-year term, the parties may renew this Agreement for an additional three (3) one-year terms, upon the parties' mutual agreement as to terms for said renewal. Negotiations for said renewal term shall begin by February 1 of each year, the first date being February 1, 2020.
- 11 Termination.
- 11.1 *Notice of Default.* If any of the services or obligations to be performed under this Agreement are abandoned by the Contractor, or if the Contractor assigns or transfers this Agreement without the City's prior written consent, or if the Contractor is adjudged

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bankrupt, or if a general assignment of assets is made for the benefit of Contractor's creditors, or if a receiver is appointed for the Contractor of any of its property, or if at any time the City determines that the performance of any of the services or obligations under this Agreement are being unnecessarily delayed, in violation of the Agreement itself, or executed in bad faith, then the City may serve written notice upon the Contractor of the City's intention to terminate this Agreement with respect to the individual Contractor.

- 11.2 *Termination Schedule.* Unless within 21 days after serving a notice of default a satisfactory arrangement is made for continuance, this Agreement shall terminate, and the individual Contractor shall be liable to the City for all costs.
- 11.3 In the event of any termination of the Agreement by the City as a result of an individual Contractor's non-performance, the non-performing Contractor's collection zone depicted in **Exhibit C** (as further amended, if applicable) shall be re-allocated among the remaining Contractors according to market share percentages established at the date the Agreement was executed. If the remaining Contractors do not agree to this reapportionment, the City will determine the reapportionment, as directed by an arbitrator of the City's sole choosing and at the Contractor's sole costs.
- 11.4 In the event of Contractor's default under the terms of this Agreement, any payments due the Contractor shall be retained by the City and applied to the completion of the Agreement and to damages suffered and expense incurred by the City by reason of such default. Any damages or expenses not so deducted shall remain the obligation of the Contractor and be payable to the City on demand.
- 12 Liquidated Damages.
 - 12.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of performance breaches. The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies, if imposed.
 - 12.2 The City may deduct the full amount of any liquidated damages from any payment due to the Contractor, but any liquidated damages not so deducted shall remain the obligation of the Contractor and be payable to the City on demand.
 - 12.3 The City may assess liquidated damages in lieu of other remedies available to the City for breach of the Agreement or violation of the City Code. Failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies, including but not limited to those under the Agreement, those under the City Code, or those associated with Contractor non- performance.
 - 12.4 The Contractor shall be liable to the City for liquidated damages, in the amount of \$75.00 first incident, \$100.00 second incident and \$200.00 per incident thereafter upon determination by the City that performance has not occurred consistent with the following provisions of the Agreement:
 - 12.4.1 Failure to pick up a missed collection by 4:00 p.m. on the day following scheduled collection day.

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- 12.4.2 Failure to request and obtain permission from the City for collecting on the residential routes earlier than 7 a.m. or later than 8 p.m.
- 12.4.3 Failure to complete City-wide or route-wide collection by 8:00 p.m. on the scheduled collection day, unless prior approval is provided by the City.
- 12.4.4 Failure to adequately address legitimate complaints, whether submitted by residents or the City.
- 12.4.5 Failure to promptly clean up any spills caused by the Contractor.
- 12.4.6 Failure to clean up scattered or spilled material spilled by the Contractor within three hours of written or oral notice from the City.
- 12.4.7 Failure to adhere to other collection restrictions and requirements set forth in this Agreement. If the Contractor has violated or failed to follow multiple collection restrictions or requirements in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating liquidated damages.

13 Insurance.

- 13.1 *Workers' Compensation.* Contractor must maintain Workers' Compensation insurance in compliance with all applicable statutes. Contractor must also require any subcontractors to provide this same level of Workers' Compensation coverage. The policy shall provide Employer's Liability coverage with limits of not less than the minimums prescribed by applicable law or the following, whichever is greater: \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
- 13.2 *General Liability.* Contractor must maintain occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, Property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual liability, independent contractors, subcontractors and products/completed operations.
- 13.3 Contractor must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.
- 13.4 *Automobile Liability.* Contractor must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. In case any work is subcontracted, the Contractor will require the subcontractor to maintain such insurance. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

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- 13.5 Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
- 13.6 The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.
- 13.7 *Additional Insurance Conditions.*
- 13.7.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.
- 13.7.2 Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the City.
- 13.7.3 Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits.
- 13.7.4 Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota.
- 13.7.5 Contractor's policy(ies) shall provide for thirty (30) days' notice to the City of any chance, cancellation or lapse of such policy(ies).
- 13.7.6 Prior to the Effective Date of this Agreement, Contractor shall provide a copy of each insurance policy required under this Agreement to the City.
- 14 Liability and Indemnity.
- 14.1 *Liability.* The City does not waive any claims or causes of action against Contractor or anyone for whom Contractor may be legally liable, or for any claims for delay or additional compensation against Contractor. City and Contractor agree that there shall not be a cap on the total liability of Contractor for any injuries, claims, losses, expenses, or damages arising out of or in any way related to the Agreement, including any cap related to a set amount or stated insurance limits. The City does not waive its right to claim consequential, incidental, indirect, special or punitive damages, or to bring any action against an individual employee, agent, or subcontractor of Contractor. Claims brought as an additional insured shall not be limited to losses payable to City by Contractor. Contractor's liability and damages to the City shall not be capped or limited in any manner, including limitations for any specific amount, the amount of any applicable insurance policy, or any other limitation.
- 14.2 *Indemnity.* The parties agree to indemnify, defend and hold the other, its agents, contractors, subcontractors, officials, employees, attorneys, boards, Councils, agents, volunteers and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the party incurs or suffers, which arise out of, result from or relate to this Agreement. In no event shall a party be responsible to indemnify the other party for any claims,

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demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, that are incurred due to the negligence or intentional misconduct of the other party. The parties further agree that this indemnity obligation shall survive the completion or termination of this Agreement.

14.3 *Disposal Fines and Penalties.* Contractor is solely responsible for all fines and penalties imposed by any governmental agency relating to the hauling or Disposal of MSW, Bulky Items or Yard Waste, and it shall indemnify, defend, and hold the City harmless therefrom pursuant to Section 14.2.

14.4 *Governmental Immunity.* Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought against the City, or its officers or employees, shall be subject to the maximum liability limits provided in Minnesota Statutes section 466.04.

15 Renegotiations.

15.1 The parties do hereby agree to meet and discuss with each other any suggested changes or amendments to this Agreement in order to minimize or eliminate inequities as may arise and be found to exist in the strict performance of the provisions hereof. Any amendment, modification or change of any provision of this Agreement must be in writing signed by all of the parties hereto.

16 Dispute Resolution.

16.1 The City and Contractor shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

16.2 The City and Contractor shall submit the conflict to nonbinding mediation. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Hennepin or Ramsey County District Court Administrator and select a mediator by alternatively striking names until one remains. The City shall strike the first name followed by Contractor and shall continue in that order until one name remains.

16.3 The parties shall equally share the cost of the mediator but shall be responsible for their own attorneys' fees.

16.4 Upon conclusion of the parties' mediation, if the dispute is not resolved within 30 days, the parties may commence an action in Hennepin or Ramsey County District Court or seek any other legal remedy to the conflict or dispute.

16.5 Despite any dispute between or among the parties, the parties shall continue to perform their obligations pursuant to the Agreement.

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17 Independent Contractor.

- 17.1 *Supply Labor, Material, and Equipment.* Nothing contained within the Agreement shall serve to create a joint venture between Contractor and the City. It is expressly understood by the parties that Contractor is an independent Contractor and shall not be considered an employee of the City. Contractor shall have control over the manner in which the services are performed under this Agreement. Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the services contemplated by this Agreement. Neither Contractor nor its employees shall be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay or retirement benefits.
- 17.2 *Vehicles.* All trucks or motor vehicles used by Contractor in the performance of this Agreement shall comply with the requirements of the City Code.
- 17.3 *No Claims.* Contractor agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance, and supplies in and about the performance of this Agreement. Contractor shall indemnify, defend and hold the City harmless from such claims pursuant to Section 14.2.

18 Safety.

- 18.1 Contractor shall provide and maintain safety accommodations for their Employees and also follow sanitation facility regulations as set forth in and required by all applicable local, state, and federal laws.

19 City and Contractor Point of Contact.

- 19.1 All services to be performed for the City by Contractor pursuant to the terms of this Agreement shall be coordinated through the City's designated point of contact, which will be the City Clerk. Both the City and Contractor shall designate a key contact person that each party may rely upon for addressing customer service issues.

20 Title.

- 20.1 Title to all refuse, rubbish and recyclables collected shall remain vested in Contractor until delivered to a contractually-approved disposal facility. At no time shall the City take title to the collected material or pay for disposal costs of same. Contractor shall not take title to toxic and hazardous waste, household hazardous or unacceptable waste, title to which shall remain with its generator. Contractor employees shall have the right to reject the collection and disposal of any waste containing any toxic and hazardous waste, household hazardous waste or unacceptable waste at any time; and this right should not be limited by time. Such material will be labeled with the reason it is not collected.

21 Transferability of Agreement.

- 21.1 No assignment or transfer of this Agreement or any right accruing under this Agreement by Contractor shall be permitted, nor shall the delegation of Contractor's obligation

City of Saint Anthony Village

hereunder to another be permitted, without the express prior written consent of the City, which will not be unreasonably withheld. Despite any assignment or transfer, Contractor shall be held responsible for the full and faithful performance of this Agreement.

22 Non-Discrimination.

- 22.1 No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the services that are the subject of this Agreement on the basis of race, religion, color, creed, sex, age, disability, national origin or any other protected class defined by the Minnesota Department of Human Rights or other state or federal law.

23 Compliance with Laws.

- 23.1 Any actions or services under this Agreement shall comply with any and all applicable federal and state statutes, rules, and regulations, and any and all City and county ordinances and regulations pertaining to or regulating the provision of such actions or services, including those now in effect or hereafter adopted.
- 23.2 Any violation of such statutes, ordinances, rules, or regulations by the Contractor shall entitled the City to take appropriate corrective action, including termination of the Agreement pursuant to Section 11.
- 23.3 Amendments to existing regulatory laws, ordinances, regulations, and enactments of new laws, ordinances, and regulations shall not serve as justification for the Contractor to terminate its obligations hereunder, unless such changes make the completion of this Agreement impossible.
- 23.4 *Licenses, Permits, Taxes.* Contractor shall obtain all required licenses, permits, and authorizations to perform the Agreement and promptly pay all fees, fines or penalties assessed by the City or any other governmental agency.

24 Governing Law.

- 24.1 This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall take place in the State of Minnesota, Hennepin or Ramsey County District Court.

25 Notice.

- 25.1 All notices shall be effective when received or three (3) days after notice has been sent pursuant to this Agreement, whichever occurs sooner.

City of Saint Anthony Village

- 25.2 Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by postage prepaid, certified mail, as follows:

If to the City:

City of St. Anthony Village
Attn: City Clerk
3301 Silver Lake Road
St. Anthony Village, Minnesota 55418

If to Republic Services:

Republic Services
Attn: Rich Hirstein
9813 Flying Cloud Drive
Eden Prairie, MN 55347

If to Walters:

Walters Recycling and Refuse, Inc.
Attn: Mike Moroz
P.O. Box 67
Circle Pines, MN 55014

If to Waste Management:

Waste Management of Minnesota, Inc.
Attn: Paul Copeland
20520 Keokuk Ave., Suite 200
Lakeville, MN 55044

26 Force Majeure.

- 26.1 Neither City nor Contractor shall be considered in default in performance of its obligations under this Agreement if performance of such obligations is prevented or delayed by acts of God, natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event, or other events beyond the reasonable control of the City or Contractor. Time of performance of either party's obligations under this Agreement shall be extended by the time period reasonably necessary to overcome the effects of such occurrences, provided, however, that once the parties have mutually agreed that such occurrences or conditions have been alleviated or eliminated to permit performance of their duties, the non-performing party or parties, whichever the case may be, shall have five (5) days (excluding Saturdays, Sundays, and holidays) to perform such duties. In the event the Contractor fails to perform within the five (5) business days, Contractor shall be subject to all damage claims, including but not limited to those expressly identified in this Agreement.

City of Saint Anthony Village

- 26.2 Labor disruptions shall not be considered beyond the reasonable control of the Contractor.
- 27 Severability.
- 27.1 All parts and provisions of this Agreement are severable. If any part or provision of this Agreement shall be held invalid, the remainder of this Agreement shall remain in effect.
- 28 Data Practices.
- 28.1 This Agreement, and all data created, collected, received, stored, used, maintained or disseminated in connection with this Agreement, is subject to the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13).
- 29 Entire Agreement.
- 29.1 This Agreement, and its Exhibits incorporated herein by reference and made part of this Agreement as if fully set forth herein, represents the entire Agreement between the parties. No modification of this Agreement shall be valid or effective, unless made in writing and signed by all of the parties hereto.
- 29.2 *Proposal.* The Proposal, attached hereto as **Exhibit A**, is incorporated by reference and made part of this Agreement as if fully set forth herein, notwithstanding, however, that in the event any conflict exists between the description of services within the Proposal and the scope of services as described in any Section within this Agreement, the services as described in the Sections of this Agreement shall control.

City of Saint Anthony Village

IN WITNESS WHEREOF, the City and the Contractor have executed this document as of the day and year first above written.

CITY OF ST. ANTHONY VILLAGE MINNESOTA,
a Minnesota statutory city

By: _____
Jerome O. Faust
Its: Mayor

By: _____
Mark Casey
Its: City Manager

**ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA
ALLIED WASTE SERVICES OF THE TWIN CITIES – EDEN
PRAIRIE // REPUBLIC SERVICES OF THE TWIN CITIES –
EDEN PRAIRIE,** a Delaware limited liability company

By: _____
[name]
Its: [title]

WALTERS RECYCLING AND REFUSE, INC.,
a Minnesota corporation

By: _____
[name]
Its: [title]

WASTE MANAGEMENT OF MINNESOTA, INC.,
a Minnesota corporation

By: _____
[name]
Its: [title]

EXHIBIT A

Proposal

St. Anthony Village

**Proposal for
Comprehensive Residential
Solid Waste and Recycling Services**

PREPARED BY



City of Saint Anthony Village

June 11, 2014

Mark Casey
City Manager
St. Anthony Village
3301 Silver Lake Road
St. Anthony Village, MN 55418

Dear Mark:

The team of Walters Recycling and Refuse, Republic Services and Waste Management is pleased to present the attached proposal for Residential Solid Waste and Recycling Services for the City of St. Anthony Village. Together we have been servicing the community for decades and would be honored to continue to partner with St. Anthony Village for your waste and recycling collection services. While we are competitors, we have also built a very good working relationship together on developing and managing similar agreements to what St. Anthony Village is looking for.

We believe our proposal knocks the ball out of the park in terms of helping you accomplish your mission of being a "progressive and livable community, a walkable village, which is sustainable, safe and secure." In addition, we view our proposal as lining up very well across the sixteen (16) City Priorities outlined as the basis for evaluating this 60-day negotiation period. A couple of highlights that we will dive deeper into in the proposal include our collective agreement to utilize alternative/environmentally friendly fuels on our routes within the City and the ability for the City to move forward with an Organics recycling plan in advance of the 2016 State mandate. Both of these are compelling initiatives that will enhance your mission.

Thank you for the opportunity to provide you with the enclosed proposal. We look forward to working with the City over the upcoming weeks to finalize a plan to move forward.

Sincerely,

Mike Moroz
Walters Recycling and Refuse, Inc.
763.210.5007, 763.210.5030
mikem@waltersrecycling.com

Rich Hirstein
Republic Services
952-946-5330
rhirstein@republicservices.com

Mike Donnelly
Waste Management of Minnesota Inc.
952-229-5333
mdonnell@wm.com

City of Saint Anthony Village

Collection Proposal

Overall, we believe we are ideally suited to continue as the partners of choice for the City of St. Anthony Village. We have collectively been servicing the residents of the City for decades and know both the city and the residents we serve well. We are committed to meeting and exceeding the Specifications for Residential Solid Waste Collection Services in Saint Anthony Village. Our proposal highlights and expands on a number of the Specification requirements. There are a number of compelling reasons to work aggressively towards finalizing a consortium agreement with the three (3) of us. In particular, we believe our proposal hits the following City Priorities:

1. Assure All Residents Have Adequate Trash and Recycling Services: Our expertise in the waste and recycling industry will allow us to "right size" residential service needs.
2. Enhance Coordination of Government Agencies: Working together, we will be able to have one common voice on behalf of the residents when working with Hennepin and Ramsey counties as well as other government agencies.
3. Enhance Public Education and Awareness: As part of the redistribution of carts, an education packet will be provided to increase awareness on recyclables.
4. Improve Hauler Reporting Systems: As a partner with the City, the haulers will work with the City to enhance the reporting that is currently being done and make changes where needed.
5. Improve Recycling, Composting and Waste Reduction: In our partnership with the City, our joint educational efforts will improve recycling. By promoting and adding compost and organics, this will help reduce solid waste.
6. Improve Safety: Reducing truck traffic on the streets will increase safety.
7. Improve Standardization of Service Options: All haulers will be providing uniform services with uniform pricing. This will ensure all residents are able to get the same service offerings.
8. Improve Value of Services: Most residents should see a decrease in price to go along with the already excellent service they receive. By partnering with the City, it will hold the haulers to an even higher standard.
9. Increase Use of Resource Recovery Facilities: Solid Waste and Recyclables will be hauled to facilities that will utilize the materials for renewable energy or recycled.
10. Lessen Environmental Impacts: Clean burning Compressed Natural Gas (CNG) and biofuel trucks along with better routing of trucks in the City will make a tremendous impact on the environment.
11. Minimize Disruption to Residents: By having areas of the City sectioned off, it will tighten things up and help prevent potential for missed pick-ups.
12. Minimize Impacts on Licensed Solid Waste Collectors: Haulers will gain some small efficiencies without losing market share.
13. Promote Local Economic Development
14. Reduce Road Wear Impacts: By re-routing trucks to segments of the City, trucks will be making fewer trips up and down the City streets.

The only two we don't believe we hit are Optimizing Administrative Efficiency and Allocating Adequate Staff Resources. Since the City has expressed the desire to manage the administrative and billing efforts we see these two as efforts the City will need to focus on. We stand ready to assist in any way we can.

City of Saint Anthony Village

We understand your message regarding the City ideally not wanting to commit to a longer term agreement and potentially pass the issue to a future City Council. However, consistent with other Municipal contracts we have worked on, we propose an initial 6 year contract with an option for 3 yearly extensions. We believe in order to develop a price scenario that truly benefits the residents of the City, the Haulers must in turn receive the benefit of a slightly longer contract than you may have initially perceived.

We have attached a draft contract for your review that is consistent with other similar Municipal Consortium models. We have also included a pricing comparison analysis in the proposal to provide a view of the savings residents will enjoy vs. market pricing on the standard small, medium and large every week Municipal Solid Waste (MSW) pickup. As we hope you will see, we have developed a very compelling pricing model with significant discounts off of where we view current market pricing in the community. We have also taken an aggressive and simplified approach to the pricing of bulky items, providing one single price for all items to make it easier for residents to understand.

Finally, we have drawn up a territory map of the City with our proposed respective route geographies, which is also attached.

Overview of Services

Weekly Garbage and Refuse Collection. We will continue to provide the City single family through triplex buildings with weekly garbage and refuse collection. Each resident will have the choice of a small, medium or large cart (approximately 30+, 60+ or 90+ gallons respectively). We will also provide walk-up service for elderly and disabled residents.

Bulky items can be collected at the curb as well. Today, the resident simply needs to call our respective office and schedule the pickup. We will each be able to furnish the City with a regular detailed report which outlines the type and number of bulk items collected through the year as well as the method of disposition of all materials. We believe that our mutual goals are aligned with the desire to increase recycling and recovery of bulky materials, and as such we will be able to report metrics around actual performance on a period by period basis and use this data to partner with the City on setting goals and plans for future improvements.

We fully understand families have birthday parties, reunions and other events. To accommodate the occasional need, we will occasionally take 2 extra bags at no charge. If this benefit is abused, we will work with the resident to move to a larger cart size, recycle more or begin charging for the extra service.

We also realize that a small number of residents may not require weekly pickup. We can accommodate every other week pickup on an as-needed, individual basis.

Every Other Week Single Stream Recyclables Collection. We will continue to provide each resident with a 90 gallon cart for collection and pick-up of single stream recyclables (with a distinguishing color different from refuse carts). Our experience shows that when 90 gallon carts

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City of Saint Anthony Village

are used then residents recycle more. Our experience also shows that when a recycling cart is full, some residents then throw recyclables away in the solid waste cart so the larger size accommodates most needs. If a customer is an avid recycler and needs an additional cart, we will be happy to encourage the behavior by providing one at no cost. Conversely, if a resident is adamant about using a smaller cart we will be happy to work with them on an individual basis to accommodate their needs.

Weekly Yard Waste Collection. We will provide a subscription based weekly yard waste pick-up to all residents and triplex residential dwellings in the City who request the service. The service runs from April through November.

Beginning April 15th and continuing through November 15th (weather permitting), yard waste will be picked up on a weekly basis. Customers should put their 90 gallon cart at the curb on their trash pick-up day during these months. Branches must be 3 feet or less in length and tied in bundles no more than 18 inches in diameter. If the customer has yard waste that does not fit into the 90 gallon cart, they can put out up to 12 compostable bags per week.

We each use a licensed compost processing facility for our respective yard waste disposal needs and would use them for organics composting as well. Through a combination of education on increasing yard waste composting and introducing organics composting, we are confident our respective processing facilities can scale to meet any incremental demands that will hopefully arise from the City.

Christmas Tree Collection and Disposal

We will provide Christmas tree pick-up and disposal during the first two full weeks of each year at no charge.

Snow Bird Policy

Residents who will be away from their home for a period of 1 month or longer simply need to call the City to stop their services. (the City will in turn communicate to us) When they return, the customer can then call the City to start their services. (the City will in turn communicate to us). No billing will take place for the period of time the customer is on "vacation hold".

Refuse Processing Plan

We are fully prepared to manage and comply with all refuse, collection, processing and disposal requirements for the City.

- We will deliver residential solid waste to the mixed MSW resource recovery facility designated by Hennepin and Ramsey Counties. Currently these facilities are the HERC and RRT Newport, respectively.
- Disposal costs will be explicitly itemized separate from collection fees.

Safety Plan

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City of Saint Anthony Village

Safety is critical and a topic we all take seriously. As it relates to the safety of the residents in the communities we serve, we have each deployed a robust, best-in-class process to ensure our drivers are hired and trained with safety top of mind. A summary of the process follows:

a. Minimum driver qualifications

We all follow Federal and Minnesota DOT Regulations as a common practice when hiring new employees. All employees are required to complete a company driver application, which includes the applicants past employment history.

After the applications are screened for the best applicants, the best applicant is invited to come to a personal interview with the Operations Manager and Driver Supervisor. The applicant is asked to bring a current Motor Vehicle Record (MVR), for us to review, to the interview. After completing the personal interview, if the applicant is qualified and a good candidate he/she would be considered for employment. Next the supervisors will personally contact the applicants' references and past employers for verification of employment and not failing any DOT drug/alcohol requirements. Once references and previous employers have been contacted the applicant is considered for employment, they then would be invited back to complete a driver test. If they pass the driver test a job offer may be made contingent on passing a pre-employment drug test.

When results of the pre-employment drug test are confirmed with a negative result, the applicant's MVR is further reviewed and if confirmed acceptable a job offer could be made.

b. Driver training

When new employees start at any of our company's there will be several weeks of training before the new employee is placed in his/her final duty assignment.

The training is done in several stages:

Stage One. The driver employees would attend three days of training on the company's history, benefits, and safety classes. During this time the new employee would get to know the philosophy and expectations of the company, an understanding of company benefits, policies, and safety training; which include all applicable DOT regulations, OSHA safety policies, company procedures and equipment, and an introduction to the companies Safety and Health Manual, with a final test at the end.

Programs included, but are not limited to, the respective Safety and Health Manual: MN Right to Know, MN AWAIR, HazComm/GHS, PPE, Lockout/Tagout, Emergency Action Plan, Proper Lifting, Fall Protection, Defensive Driving Training, and Drug/Alcohol training.

Stage Two. This Stage is a minimum of two days. During this time he/she will be riding along with an experienced driver. The focus will be to see the previous training put into proper operation; pre-trip inspection, safe operation of equipment,

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City of Saint Anthony Village

company safety policies put into practice, proper driving practices, fueling procedures, post-trip inspection, and checkout at the end of the day.

When the employee satisfactorily completes his/her training and ride-along they will be ready to begin his/her equipment specific training.

Stage Three. This Stage is a minimum of two weeks but could last three or four. The time will depend on the new employee's ability to demonstrate their comprehension and practice of their previous training as they complete their daily assignment.

The new employee will be assigned to his/her future route but will be riding in the passenger seat with the specific assignment to observe; the new employee will have a specific assignment of items they must be aware of throughout the day. At the end of the first day the driver will spend time in a debrief with their supervisor to discuss the day in detail.

Ongoing Training. Once a driver is up and running, training does not stop. Each of our companies is consistent with providing ongoing training programs, daily updates and regularly scheduled safety meetings to ensure that safety is always top of mind with our teams.

Reporting

Each of our respective companies has invested in robust data collection and reporting systems. For the most part in an open subscription environment, Cities do not request or require extensive reporting. If we are able to move forward with the Consortium, the City will benefit from reporting and collaboration on using the data to help drive improvements in recycling, reductions in waste and increases in the use of resource recovery facilities.

Truck Fuel

We propose the exclusive use of alternative/environmentally friendly fuels in the refuse trucks to serve St. Anthony Village.

Each of our respective companies is currently converting our fleet of diesel powered engines over to Compressed Natural Gas (CNG) powered engines or currently uses clean-energy Biofuels throughout our fleet. The waste industry is truly the leader in this effort across the country. CNG powered trucks, for example, run 30% cleaner than those that run on traditional gasoline or diesel fuel. Carbon monoxide emissions are reduced by 70 to 90 percent and carbon dioxide emissions are reduced by 20 to 30 percent. Plus, even noise pollution is reduced, as CNG powered trucks operate at an 80 to 90 percent lower decibel level than diesel fueled trucks.

We also propose that we work with the city on a communication/marketing campaign to inform the residents of the benefits to the community of the use of CNG fuel or Biofuels. This could include local newspaper articles, local access television and other media/vehicles as determined appropriate.

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City of Saint Anthony Village

Impacts on Roads

The City requires that all refuse collection vehicles are in full compliance with City, County and State road weight restrictions. We have all chosen to add a “4th axle” to our fully automated residential MSW trucks. This extra axle distributes the weight more evenly than the standard 3 axle trucks so this added feature is easier on the roads and it allows us stay in compliance with road restriction limits that occur in the spring of the year. This extra axle is also an added safety feature as it adds extra braking power and increases stability to the truck.

We are excited to collaborate and meet with the City engineers and street maintenance personnel to develop a plan tailored to the roads of St. Anthony Village. We would identify the older worn streets as well as any areas the City’s maintenance department has identified as troubled areas. For these areas we will structure the routes so the trucks are empty or as close to empty as possible when we run through these areas. For the problem areas that are identified we will work with City staff as well as our drivers to develop a plan to minimize or eliminate these issues.

Organic Waste Collection Plan

Given the state mandate that all municipalities offer an organics recycling program by 2016, we are all currently exploring various organics recycling collection processes. We will keep the City informed and a key partner in this planning process with the goal to partner with you to meet or exceed these milestones. We will be prepared to submit a detailed plan for the City well before the end of 2015. In the meantime here are some examples of options we are exploring:

- 1) Blue Bag System – In this system the resident places the organic material in a special colored compostable bag that is set into the existing MSW cart. These colored organics bags are then pulled out of the load at the transfer/dump site through a sort line system for further processing. This process eliminates multiple pickups and carts but adds cost at the sorting line.
- 2) Organics with Compost – With this system the organics would be placed in the yard waste cart and processed with the yard waste as compost. This would provide a faster and richer compost material but it is not yet determined how to manage winter service when there is no yard waste service. One option is to leverage this as a starting point and just provide the service during composting season to get residents engaged in organics recycling.
- 3) Organics Drop Off Site – This system would use the hauler to work with the City to establish a designated site or sites for residents to drop off organics material. The hauler would then transfer this material to the appropriate facility for further processing.

Our philosophy is consistent with St. Anthony Village in that we all must do our part to encourage more recycling.

Public Education

We also propose to collaborate together and with the city on a coordinated public education campaign. This includes an annual calendar, amongst other pertinent information. We

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City of Saint Anthony Village

recommend information be provided via a City sponsored mailing to provide a consistent and uniform message.

Education and community involvement is a key success factor in any garbage, recycling and yard waste program. We are prepared to assist the City in developing mailings, quarterly newsletters, web site information, email blasts, etc. to ensure that the residents are as informed as possible and encouraged to recycle.

We will work hand-in-hand with the City staff to develop educational materials, promotional communications, and newspaper articles. We will also commit to attendance at community events as requested by the City in order to effectively communicate and educate residents.

Thanks for the opportunity.

St. Anthony Village

**Revised Proposal for
Comprehensive Residential
Solid Waste and Recycling Services
August 1, 2014**

PREPARED BY



City of Saint Anthony Village

August 1, 2014

Mark Casey
City Manager
St. Anthony Village
3301 Silver Lake Road
St. Anthony Village, MN 55418

Dear Mark,

We are excited to present our revised proposal for your consideration. We are confident that after further research and discussions subsequent to the feedback from the City Council Meeting on July 8 we have developed a proposal that meets the needs of both the Residents and City of St. Anthony Village. At a high level the feedback from the City can be summarized in three lines:

1. The City is concerned about the length of term of the agreement. We have addressed this by proposing options and provided information on consortium agreements in nearby communities.
2. The City is concerned that prices are still a bit high vs. comparable pricing in “the market”, and that we needed to get closer to comparable cities. We have put together a spreadsheet outlining pricing that compares “apples to apples” with similar agreements.
3. The City doesn’t have a complete understanding of just what “market pricing” really is. The same attached spreadsheet described above in #2 should help show actual contracted market data. In addition, we have provided excerpts from the actual relevant contracts that outline pricing for the comparable Cities.

We believe our revised proposal addresses all of these issues and more. In addition to the points offered in our initial proposal, we would like to submit the following:

1. As a form of significant cost reduction for the City, the Haulers will take on all of the billing, customer service and administrative burden. A 3rd party industry expert presented the City with an estimated cost of \$1.74 for the City to manage these functions, a cost that would be passed on to residents. We believe this estimate is too high and should be closer to \$1.00. We propose to take on these functions with no additional cost to the City or residents, effectively reducing the price to be charged to residents from our original proposal. This will also benefit the City by allowing the City to focus on its core strengths and the Haulers to focus on theirs (thus addressing the final 2 City Priorities that we couldn’t address in our original proposal – Optimizing Administrative Efficiency and Allocating Adequate Staff Resources). We now satisfy all Priorities. The City will stay involved as contract owner and ultimate arbitrator for any escalated issues that may arise but doesn’t have the administrative cost or burden to manage

City of Saint Anthony Village

this process. In addition and importantly, the City will not have to take a burdened cash flow position based on agreed upon payment terms, saving the City money as well.

2. We will ensure that all alleys are serviced first on any route, providing a lighter truck and subsequently less road wear on sensitive alley corners and T's.
3. In addition to a Hauler funded annual calendar/education mailing, we will work with the City on education and communication, including annual school programs to educate and encourage recycling. We will also provide content for final approval by the City for any City materials needed, such as City newsletters and websites.
4. A minor issue brought up by the Council was around our pricing for 30 gallon every-other-week service (EOW). For complete disclosure, we submitted the same price as every week service simply because none of our respective companies (and none we know of) offer EOW service, and only two cities in the metro have this as an option in City contracts – Shakopee and Maplewood, who both made this a requirement in their RFP specs. As Haulers, we recognize the potential health concerns and smell of leaving trash sit in containers for two weeks. Republic has the contract for Shakopee and residents are not signing up for the service. This was a recommendation by Foth and a service not embraced by the Haulers or residents. That being said, if this is a service the City truly believes is needed then we will readdress our pricing.
5. Our revised pricing structure is attached on three separate spreadsheets, one that details trash disposal, trash collection and recycling collection, and the other two that summarize our proposed options compared to similar other metro cities. We have offered two options for consideration. One pricing structure is based on a term of 5 years and the other, lower priced option is based on a term of 7 years. The cost of removing, cleaning and redistributing carts is an expensive one-time hit for the Haulers and the longer we can amortize that expense the more helpful it is to our respective P&L's, especially given the margin sacrifices we are prepared to take. Given the size of the City, our efficiency gains will be very small by zoning the City. None of us will take trucks off the street as a result of this Consortium and we have had a steady market share for years so there hasn't been significant marketing dollars spent to battle for share in the City that will be saved as a result of the agreement. Virtually every penny taken off of our current pricing is incremental profit that will be lost. That being said, we would like to finalize the Consortium so we can each still maintain some modest profitability in the City. Going out for RFP has proven to become an irrational end game for both the haulers and the City in most cases.
6. A significant item to address is comparing true market pricing and terms for similarly sized and dense cities as St. Anthony Village using the Consortium model. The same attached spreadsheets, based on information pulled directly out of the current contracts shows what the original pricing, along with current pricing and length of agreement is for each City under the Consortium Agreements. Also attached are the relevant pages from the actual contracts for these relevant Consortium cities like Champlin, Vadnais Heights and Little Canada. As you will see in these cities, the prices we offer are comparable to current actual prices for a 5 year agreement and lower or comparable for a 7 year agreement (when factoring in the cost of the

City of Saint Anthony Village

City managing the billing and administration for Little Canada. In the other cities the Haulers manage the billing and administration). The 5 and 7 year terms proposed are also consistent with what has been happening in the marketplace. Virtually every agreement in place in the metro is a 5 or 7 year deal.

We strongly believe our proposal is both fair and comparable to other Consortium cities in the metro area and will serve the Residents and City of St. Anthony Village very well into the future. We look forward to continued discussions.

EXHIBIT B

City Priorities

City of Saint Anthony Village



Residential Organized Waste Hauler Collections 60-day Negotiations

Wednesday, May 7, 2014
City of St. Anthony City Hall
3301 Silver Lake Road
St. Anthony, MN 55418

City Priorities

The City of Saint Anthony Village will use the following priorities as the basis for negotiating and developing a proposal with licensed collectors. These priorities may also be considered by an organized collection options committee, if established, for future evaluations of organized collection options, alternative collection methods and structures, and other implementation decisions about trash and recycling collection system improvements.

(in alphabetical order)

1. Allocate Adequate Staff Resources

Saint Anthony will continue to assure adequate City staff resources are tasked with solid waste management responsibilities, including recycling programs and services.

2. Assure All Residents Have Adequate Trash and Recycling Services

The City will enhance monitoring of trash and recycling systems provided to residential dwellings to assure all residents have adequate services as required by Minnesota State law and Hennepin and Ramsey County policies.

3. Enhance Coordination Among Government Agencies

The City will optimize the use of Hennepin and Ramsey County resources and continue to coordinate public education programs and services with the County and other agencies.

4. Enhance Public Education and Awareness

The City will use public education as an essential strategy to achieve improved waste reduction and recycling.

City of Saint Anthony Village

5. Improve Hauler Reporting Systems

The City will better account for waste and recycling tons and participation to benchmark success and comply with State and county reporting requirements.

6. Improve Recycling, Composting and Waste Reduction

In compliance with county requirements, the City will seek continuous improvements in recycling and related programs. In the future, this may also include separate collection services for food waste/organics.

7. Improve Safety

Changes to the City's residential solid waste collection systems will improve neighborhood safety. Large trucks driving where children live and play must operate in a safe manner without excessive speeds. One measure of this criterion is to reduce the number of truck miles driven in the City to collect solid waste materials.

8. Improve Standardization of Service Options

Residents should be allowed a series of standardized collection service options that best fit their individual household needs including (but not limited to): trash service levels; yard waste collection; walk-up (aka "garage side") collection service; and large bulky item collections.

9. Improve Value of Services

The City will strive to increase the value of solid waste and recycling services for residents and businesses without increasing costs to rate payers. The City will be a good steward of taxpayer resources. If possible, average or citywide costs to residents should decrease and added value services should increase. The City should leverage the strategy of synergistic competition to help improve value of services.

10. Increase Use of Resource Recovery Facilities

In compliance with county requirements, the City will continue to implement strategies to direct trash to resource recovery facilities and reduce direct landfilling of unprocessed trash.

11. Lessen Environmental Impacts

The City will continue to develop strategies that reduce air pollution emissions, noise and litter from trash and recycling collection operations. This will also reduce truck fuel consumption and improve overall environmental sustainability of the system.

12. Minimize Disruption to Residents

If any change is made to the solid waste collection system, the City should consider how to minimize disruptions to residents. This includes (but is not limited to) minimizing changes to service operations such as day of the week and frequency of collection.

City of Saint Anthony Village

13. Minimize Impacts on Licensed Solid Waste Collectors

The City should give preference to the system improvement alternatives that minimize impacts on the currently licensed collectors serving residents in the City.

14. Optimize Administrative Efficiency

The administrative costs to the City of Saint Anthony shall be kept to a minimum. This includes costs of planning, designing, implementing, managing and overseeing any changes to the solid waste system. This criterion shall also be applied to evaluating the most efficient means to manage any new solid waste contracts, including any billing and payment systems.

15. Promote Local Economic Development

The City will strive to grow Saint Anthony–based on regional jobs related to and supported by the solid waste management industries. The City will continue to encourage innovative start-up businesses that improve local market development for reusable and recoverable resources.

16. Reduce Road Wear Impacts

The City will work closely with the solid waste and recycling industry to reduce road wear impacts of heavy collection trucks. One measure of this criterion is to reduce the number of truck miles driven in the City to collect solid waste materials.

EXHIBIT C

Zone Map

City of Saint Anthony Village

TRADE SECRET INFORMATION

EXHIBIT D

Definitions

City of Saint Anthony Village

Bulky Waste	Rubbish such as stoves, refrigerators, water heaters, washing machines, “white goods,” bicycles, lawn mowers, lawn chairs, furniture, and other waste material other than construction debris, or hazardous waste with weights or volumes greater than those allowed for bags or cart. Bulky household solid waste does not include electronic waste.
Bundle	Tree, shrub, and brush trimmings or newspapers securely tied together forming an easily handled package not exceeding 36 inches in length and 18 inches in diameter and not exceeding 40 pounds in weight.
Carts	The wheeled, lidded trash and recycling carts in which materials can be stored and later placed for curbside collection as approved by the City.
City	The City of Saint Anthony Village, Minnesota.
City-Designated Solid Waste Disposal Facility	The facility designated by the City where the Contractor is required to deposit residential trash collected under this Contract. Until amended otherwise, the City designates the Hennepin Energy Recovery Center (HERC) or another facility directed by Hennepin County as the city-designated trash disposal facility.
Collection Vehicle	Any vehicle licensed and inspected as required by the state and county and approved by the City for solid wastes collection within the corporate boundaries of the City.
Collection Hours	The time period during which collection of solid waste, including recycling, is authorized by the City. Until amended otherwise, the Collection Hours shall be 7:00 a.m. to 8:00 p.m.
Compostable Bags	Bags as required by Minnesota Statute (M.S. 115A.931, Subd. (c) and M.S. 325E.046) for collection of any yard waste that is not contained in a yard waste cart.
Consumer Price Index (CPI) Adjustment	The annual adjustment to the nonfuel portion of the Contract collection prices to reflect the increase or decrease in nonfuel costs per the formula in this Contract. The index shall be the Midwest Consumer Price Index Data, published by the Bureau of Labor Statistics.

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Contract Price (for Recyclables Collection Service)	The amount of money per Residential Dwelling Unit (RDU) charged by the Contractor to the RDU for costs attributable to the base recyclables collection service, including transport, processing and marketing of recyclables to end use manufacturers. Such amount shall be inclusive of all fees, surcharges, and taxes, unless otherwise expressly stated in the Agreement.
Contract Price (for Trash Collection and Disposal Service)	The amount of money per RDU charged by the Contractor to the RDU for costs attributable to the base trash collection and disposal service, including transport to the City-designated disposal facility as established in this Agreement. Such amount shall be inclusive of all fees, surcharges, and taxes, unless otherwise expressly stated in the Agreement.
Contractor	Any party to the Contract, with the exception of the City itself. For purposes of this Agreement, "Contractor" shall have the meaning of "Contractor or Contractors."
Curbside	That portion of right-of-way adjacent to paved or traveled City roadways. "Curbside" as used in this Agreement shall be interpreted to include alleys.
Curbside Collection	The collection of all household solid waste, including recyclables and yard waste and other additional optional collection services for material placed in accordance with this Agreement, City Ordinances, and City guidelines regulating the placement of the same.
Disposal Site	A depository for household solid waste, yard waste, or recyclables including, but not limited to, transfer stations, resource recovery facilities for trash disposal, yard waste processors, waste processing/separation centers or recycling centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
Dwelling Unit	A separate residential dwelling place located within the City limits. See also Residential Dwelling Unit (RDU).
Electronic Waste	Any discarded consumer electronic device with a circuit board including (but not limited to): televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, and fax machines.

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Food Waste/Organics	(Also referred to as “organics” and “source separated organics.”) Food waste and other compostable organic materials that are source separated for recovery. The term food waste/organics does not include yard waste for purposes of this Agreement.
Hazardous Waste	Waste or material defined, characterized or designated as hazardous by the United States Environmental Protection Agency (USEPA), appropriate State agencies, or Hennepin or Ramsey Counties by or pursuant to federal or state law or regulations. For purposes of this Agreement, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials, acids, drugs, fireworks, ammunition, and other hazardous substances so designated by the City, Hennepin County, or Ramsey County.
Holiday	Any of the following annual holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
Household Solid Waste	All solid waste from eligible RDUs which normally results from the operation of a household, including (but not limited to): all mixed municipal solid waste, recyclables, yard waste, bulky waste, household electronic waste, and other problem material waste. Household solid waste and recyclables do not include hazardous waste.
Materials Recovery Facility (MRF)	A centralized recycling facility for receiving, storing, sorting, processing and transfer of recyclable materials to end markets or other intermediate processors.
Missed Collection	The failure of the Contractor to provide collection service to an RDU within the City during collection hours on the scheduled day of collection.
Organics	(Also referred to as “food waste/organics” and “source separated organics.”) Food waste and other compostable organic materials that are source separated for recovery. The term “Organics” does not include yard waste for purposes of this contract.
Overflow Trash Bags	Extra bags of trash that do not fit into the trash cart (with the lid substantially closed) that are set out by residents next to the trash cart in plastic trash bags. Unless otherwise stated in this Agreement, the Contractor shall bill the residents directly to collect and dispose of these bags.

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Overflow Yard Waste Bags	The extra yard waste that does not fit into the yard waste cart (with the lid substantially closed) that is set out by residents next to the yard waste cart in up to 12 compostable bags. Unless otherwise stated in this Agreement, the Contractor shall bill the residents directly for all yard waste collection services, including collection and composting of any overflow yard waste bags beyond what is allowed under this Agreement.
Problem Material Waste	Other types of bulky waste that are too large to fit into a standard trash cart and require special collection by the Contractor. Problem material waste includes (but is not limited to): furniture, appliances, mattresses, and bed springs. Problem material waste does include household electronic waste.
Recyclable Materials or Recyclables	The current list of household recyclables as established by the City's Director of Public Works. The current list of recyclables includes: ◆ Newspapers (including advertising inserts); ◆ Household office paper & mail (including copy paper and computer paper, greeting cards, school papers); ◆ Phone books, magazines & catalogues; ◆ Boxboard (including cereal, cake, chip, and cracker boxes); ◆ Corrugated cardboard; ◆ Food and beverage glass jars and bottles; ◆ Aluminum cans and foil (including pie tins and trays); ◆ Steel bimetal ("tin") cans; ◆ All rigid plastic containers (plastics 1 through 7), including lids and caps, non-bottle tubs, cups and clam shells; and ◆ Aseptic juice cartons and milk cartons.

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Recyclables Collection	The collection of all recyclable materials properly set out by residents from eligible RDUs into specially identified recycling carts. Collection shall also include transporting the recyclable materials to a materials recovery facility (MRF) for processing the recyclables and marketing them for reuse and/or remanufacture. The Contractor shall not landfill, incinerate, or otherwise dispose of recyclable materials collected for recycling under this Agreement without the specific, prior written approval of the City.
Recyclables Cart	Carts for storing and collecting recyclable materials.
Residential Solid Waste	Household solid waste generated by occupants of a RDU.
Residential Dwelling Unit (RDU)	Any occupied single-family, two-family, or three-family dwelling occupied by a person or group of persons and any other dwelling expressly agreed upon in writing by the City within the corporate limits of the City that is eligible for residential solid waste collection services under this Agreement.
Single Sort Recycling	(Also referred to as “single-stream recycling.”) The recycling system whereby residents set out recyclables in a wheeled, lidded recycling cart, or bundled cardboard and/or newspaper, with the materials later processed at a centralized materials recovery facility, including sorting into their individual marketable commodities.
Solid Waste	Discarded solid materials (except animal waste used as a fertilizer), including trash, food waste/organics, yard waste, bulky waste items, and other solid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities. Solid waste does not include earthen fill, boulders, rock, and other material normally handled in construction operations.
Source Separated Organics (SSO)	(Also referred to as “food waste/organics” and “organics.”) Food waste, non-recyclable paper, house plants, and other household organics designated by the City that, once separated by residents, may be recovered for composting or other forms of organics recovery. SSO does not include yard waste for purposes of this Agreement.

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Tipping Fee	The dollar charge per cubic yard or dollar charge per ton by the operators of the disposal facilities designated by the City for disposing of household solid waste, recyclables, and/or yard waste. For purposes of calculating the solid waste density in the route truck, one cubic yard of uncompacted household solid waste is assumed to weigh 700 pounds.
Trash	Also known as solid waste. (See definition for “solid waste.”)
Trash Bags	Plastic bags designed to store household solid waste with wall thickness of at least 1½ mils, sufficient to maintain physical integrity when lifted by the top.
Trash Cart	Carts for storing and collecting trash.
Walk-Up Collection	The collection of household solid waste and recyclable material at a RDU, at a point close to the dwelling unit in lieu of curbside collection, for residents or occupants who have a documented physical infirmity without a person living in the dwelling that is not handicapped. Container must be visible from the right-of-way and reasonably accessible.
Yard Waste	Compostable yard waste material consisting of plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings, and leaves, but excluding tree limbs over 4 inches in diameter and 36 inches in length, dirt, rocks, and plastic or ceramic plant containers. For purposes of this Agreement, yard waste does not include source separated organics.
Yard Waste Carts	Carts for carted yard waste service.
Yard Waste Collection	The pick-up, transportation, and composting of all yard waste accumulated in a yard waste cart, in a compostable yard waste bag, bundle, or in accordance with City guidelines.

EXHIBIT E

Contract Price Elements

Exhibit E

Outline of Line Item Contract Price Elements

Type and Level of Service	Qualifier	Price*	Units
<u>Trash:</u>			
Small cart (every other week)	Collection and disposal, inclusive	\$12.35	per household per month
Small cart (every week)	Collection and disposal, inclusive	\$12.35	per household per month
Medium cart (every week)	Collection and disposal, inclusive	\$14.26	per household per month
Large cart (every week)	Collection and disposal, inclusive	\$16.52	per household per month
Extra, large carts (every week)	Collection and disposal, inclusive	\$12.00	per household per month
Overflow trash bags (on-call)	Collection and disposal, inclusive	\$ 3.50	per bag
<u>Recyclables:</u>			
Single sort recycling (every other week)	Collection only (Revenue share separate)	\$ 3.62	per household per month
<u>Yard Waste:</u>			
Full season yard waste subscription service (Every week; all season; up to 5 extra bags included per week)	Collection and disposal, inclusive	\$69.00	per household per year
Partial season yard waste subscription service (4 weeks in the spring, approximately April 15 to May 15, plus 6 weeks in the fall, approximately October 1 to November 15)	Collection and disposal, inclusive	\$54.00	per household per year
Overflow yard waste bags (on-call or over 12 bags per week)	Collection and disposal, inclusive	\$ 3.50	per bag
<u>Bulky Waste Items:</u>			
Bulky waste items (on-call)	Collection and disposal, inclusive (Contractor keeps recyclable revenue. Includes Appliances and Electronics.)	\$ 38.00	per item

Notes: 1. There shall be no additional fees added for such charges as: administrative fees, environmental fees, fuel surcharge, etc . . .
 2. There will be an annual CPI adjustment to the above rates calculated based on using the Bureau of Labor Statistics Consumer Price Index Calculator for All Urban Consumers, U.S. City Average Area, Garbage and Trash Collection - Series ID CUUR0000SEHG02.

* County charges and State taxes will be billed to residents by the Contractor. Prices are for base collection services only without such taxes.