



City Council Agenda

Monday, April 11, 2016

5:30 p.m.

City Council Chambers

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

- 5:30 p.m. **1. Roll Call**
Voting & Seating Order: McGehee, Willmus, Laliberte, Etten, Roe
- 5:32 p.m. **2. Pledge of Allegiance**
- 3. Commission Interviews**
a. Finance Commission (1 Vacancy)
- 5:35 p. m. *1. John Eichenlaub*
- 5:42 p. m. *2. Matt Harold*
- 5:49 p. m. *3. Luke Rengal*
- 5:56 p. m. *4. Pete Sparby*
- 6:03 p. m. *5. Emily Sundstrom*
- 6:10 p.m. **4. Approve Agenda**
- 6:15 p.m. **5. Public Comment**
- 6:20 p.m. **6. Council and City Manager Communications, Reports and Announcements**
- 7. Recognitions, Donations and Communications**
- 6:30 p.m. **8. Approve Minutes**
a. Approve March 28 City Council Meeting Minutes
- 6:35 p.m. **9. Approve Consent Agenda**
a. Approve Payments
b. Approve Business & Other Licenses & Permits
c. Approve General Purchases and Sale of Surplus items in excess of \$5000
d. Request for Approval for a Training Agreement Between the East Metro Public Safety Training Facility and the City of Roseville

- e. Award PMP Contract
- f. Cleveland Lift Station Consultant Contract
- g. Morris Leatherman Survey Contract
- h. Consider Renewing the IT Shared Service Agreement with the Anoka County JLEC
- i. Receive Authorization to Accept Minnesota Department of Public Safety Grant Funds- Financial Crimes Prevention

6:45 p.m. **10. Consider Items Removed from Consent**

11. General Ordinances for Adoption

6:55 p.m. a. PUD Ordinance

7:05 p.m. b. Commissioner Ordinance

12. Presentations

13. Public Hearing and Action Consideration

14. Budget Items

15. Business Items (Action Items)

7:10 p.m. a. Consider Request by Vogel Mechanical for a Conditional Use to Allow Limited Production and Processing at 2830 Fairview Avenue

7:40 p.m. b. Authorize Entering into a Professional Services Contract with Economic Development Consultant

7:50 p.m. c. Recycle RFP

8:10 p.m. d. Twin Lakes Parkway East

16. Business Items – Presentations/Discussions

8:30 p.m. a. Southeast Roseville Redevelopment Discussion

17. City Manager Future Agenda Review

18. Councilmember Initiated Items for Future Meetings

19. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Apr 12	6:30 p.m.	Finance Commission
Wednesday	Apr 13	6:30 p.m.	Ethics Training
Thursday	Apr 14	6:30 p.m.	Community Engagement Commission
Monday	Apr 18	6:00 p.m.	City Council Meeting
Wednesday	Apr 20	6:00 p.m.	Human Rights Commission

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Monday	Apr 25	6:00 p.m.	City Council Meeting
Tuesday	Apr 26	6:30 p.m.	Public Works, Environment & Transportation Commission
May			
Tuesday	May 3	6:30 p.m.	Parks & Recreation Commission
Wednesday	May 4	5:30 p.m.	Variance Board
Wednesday	May 4	6:30 p.m.	Planning Commission
Monday	May 9	6:00 p.m.	City Council Meeting
Tuesday	May 10	6:30 p.m.	Finance Commission
Thursday	May 12	6:30 p.m.	Community Engagement Commission

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

Full Name: John Eichenlaub
Last Name: Eichenlaub
First Name: John
Company: Finance
Home Address: [REDACTED]
 Roseville MN 55113
Home: [REDACTED]
E-mail: [REDACTED]
E-mail Display As: John Eichenlaub [REDACTED]

This application is for Roseville residents interested in volunteering with a City of Roseville Advisory Commission.

In order to complete this application, you will need a valid email address. All items marked with a star () are required fields.*

Contact Information

Under state statute, Commissioner's names, addresses and either a phone number or an electronic address where you can be reached are public information. All other personal information is private data and cannot be released to the public unless the Commissioner gives permission for the City to release it. Information relating to a student representative is private data and will not be released.

First Name	John
Last Name	Eichenlaub
Address 1	[REDACTED]
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	6
Commissions	Finance

Commission preference	Finance
Commission preference	<i>Field not completed.</i>
This application is for	New Term
If this is a student application please list grade in school	<i>Field not completed.</i>
Note <i>There is no character limit for the fields below.</i>	
Why do you want to serve on this Commission?	I want to help the city administration any way I can.
What is your view of the role of this Commission?	The commission operates in an advisory capacity to the City Council. This means the commission as a group recommends courses of action, but the Council has final say.
Civic and Volunteer Activities	<i>Field not completed.</i>
Work Experience	I have worked in accounting for the greater part of 15 years. I do not have an accounting degree, but practical experience has given me insight into the greater financial operations of the companies that make up my work history.
Education	I have a bachelor of Arts in History from Clarke College (now Clarke University).
Is there additional information you would like the City Council to consider regarding your application?	<i>Field not completed.</i>
Additional Information if you become Board or Commission Member <i>Additional information may be emailed to info@cityofroseville.com or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.</i>	
Minnesota Government Data Practices Act	Yes

Minnesota Statute
§13.601. subd. 3(b)

Email Address

Acknowledgement

Yes

Full Name: Matt Harold
Last Name: Harold
First Name: Matt
Home Address: [REDACTED]
Roseville, MN 55113
Mobile: [REDACTED]
E-mail: [REDACTED]
E-mail Display As: Matt Harold ([REDACTED])

Contact Information

Under state statute, Commissioner's names, addresses and either a phone number or an electronic address where you can be reached are public information. All other personal information is private data and cannot be released to the public unless the Commissioner gives permission for the City to release it. Information relating to a student representative is private data and will not be released.

First Name	Matt
Last Name	Harold
Address 1	[REDACTED]
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	2.5
Commissions	Finance
Commission preference	Finance
Commission preference	<i>Field not completed.</i>
This application is for	New Term

If this is a student application please list grade in school

Field not completed.

Note

There is no character limit for the fields below.

Why do you want to serve on this Commission?

Growing up in Duluth in the early 2000's, I saw firsthand what it was like for a city to struggle financially. Facing the threat of bankruptcy, many services that were loved by the community were scaled back or eliminated altogether. This had the additional negative affect of driving people away from the City and further reducing the tax base and exacerbating the financial hardships the City was facing. This experience has caused me to be very passionate about the financial wellbeing of local government, as it has the most direct impact on the day-to-day lives of the people. When my wife and I were moving back to the Twin Cities in the fall of 2013, we were unsure about where we wanted to live. We wanted a community that was safe, had convenient access to green spaces such as parks and trails, had good schools, and cared about the wellbeing of each other and the environment. We came to look at apartments and instantly fell in love with Roseville; in fact, we loved it so much we decided to purchase our first home here! None of the things that make Roseville such a wonderful place to live would be possible without the effective use of City finances. Sound financial policy is the most critical part of running a city, and ensuring effective use of City resources will guarantee the vibrancy we love so much about Roseville will remain for our children and grandchildren. As a citizen of Roseville, it is my duty to give back to the community I love. I want to serve on the Finance Committee because I want to ensure that the City of Roseville thrives for years to come, and the most effective way for this to be accomplished is to care for the financial wellbeing of the City.

What is your view of the role of this Commission?

The role of this Commission is two-fold. The first is to advise the City Council on financial policy and budget goals. The second is to advise the Council on financial communications and reporting methods. The Commission must balance the needs of the community with the financial realities of the City budget and the cost of providing services. It must also ensure financial information is presented in a clear and concise manner so the citizens can stay informed. Financial

transparency is a hallmark of good government, and I believe this Commission can greatly benefit the citizenry as a whole by ensuring the financial information of the City is presented in such a way that everyone can understand.

Civic and Volunteer Activities

Various volunteer activities at the church of Corpus Christi in Roseville.

Work Experience

3.5 years of experience as a Bridge Design Engineer for the Minnesota Department of Transportation.

Education

Graduated in 2012 with a Bachelors of Civil Engineering from the University of Minnesota.

Is there additional information you would like the City Council to consider regarding your application?

Though my education and work experience are not strictly financial in nature, I will bring a fresh perspective to the Finance Commission. My job as an engineer requires me to make responsible financial decisions every day. I must balance the needs and safety of the traveling public with the financial realities and budgets of a project. This balance of needs versus financial realities is paramount to all governmental services and its consideration is especially important for the Finance Commission in advising the City Council. As someone who is passionate about the financial health of the government, I am incredibly excited about the opportunity to be able to work with the City Council and the rest of the City leadership in shaping Roseville's financial policy.

Additional Information if you become Board or Commission Member
Additional information may be emailed to info@cityofroseville.com or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.

Minnesota Government Data Practices Act

Yes

Minnesota Statute §13.601. subd. 3(b)

Email Address

Acknowledgement

Yes

Full Name: Luke Rengel
Last Name: Rengel
First Name: Luke
Company: Finance
Home Address: [REDACTED]
Roseville MN 55113
Home: [REDACTED]
E-mail: [REDACTED]
E-mail Display As: Finance [REDACTED]

Contact Information

Under state statute, Commissioner's names, addresses and either a phone number or an electronic address where you can be reached are public information. All other personal information is private data and cannot be released to the public unless the Commissioner gives permission for the City to release it. Information relating to a student representative is private data and will not be released.

First Name	Luke
Last Name	Rengel
Address 1	[REDACTED]
Address 2	Field not completed.
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	22
Commissions	Finance
Commission preference	Finance
Commission preference	Finance
This application is for	New Term

If this is a student application please list grade in school

Field not completed.

Note

There is no character limit for the fields below.

Why do you want to serve on this Commission?

I want to serve on this commission because I would like to use my knowledge of economics to help implement efficient and fair financial policies to benefit the Roseville community. I also would like to gain a better understanding of how financial policies are created and implemented within the community. I think that I would bring a fresh viewpoint to the commission, helping policy makers gain a better perspective on how different age groups in the community feel about financial issues.

What is your view of the role of this Commission?

My view of the role of the Commission is to recommend financial policies that will make Roseville a financially sound community. I strongly feel that planning proper capital improvement is a main area of focus to bring prosperous developers to Roseville in order to boost the local economy.

Civic and Volunteer Activities

Field not completed.

Work Experience

Creekridge Capital Edina, MN Funding Clerk March 2016 - Present • Daily preparation of funding packages for approval by Funding Specialist and further submission to funding source • Daily upkeep of Lockbox transactions and bank accounts to ensure funding availability • Preparation of weekly payment tracking reports to further ensure transfer amounts go to the correct funding source • Create Daily trial summaries to ensure accurate account balances of the funding sources and in house resources LifeTrac Network Minneapolis, MN Associate Contract Management Administrator Contract (Feb. 2016 – Mar. 2016) • Created Excel spreadsheets to analyze CPI and PPI healthcare data that helped assess risk management for contract negotiations • Created Excel spreadsheets in order to analyze cost-to-charge ratios of facilities that helped assess risk management • Analyzed contract language to prepare proposals for contract negotiations with facilities in the Lifetrac Network • Shadowed Senior Contract Management Administrator during contract negotiations to update contract rates and language University of Minnesota Facilities

Management (FM) Minneapolis, MN Lead Student Quality Assessment Analyst Feb. 2014 – Dec. 2015 • Mentored 6 assessment analysts through assessment fundamentals, routing strategies and IMAP software • Created a new navigation strategy each week to effectively assess every building at least twice per route • Assessed the conditions of interior/public spaces for 250 buildings on the Twin Cities campus in person • Audited comparison scores through FM's business analyst to ensure consistency of the QA program • Assisted the manager in hiring assessment analysts by evaluating potential candidates through phone screening

McNamara Academic Center Minneapolis, MN Economics Tutor Feb. 2014 – Dec. 2015 • Tutored university athletes by communicating step by step procedures of important economic concepts • Developed strategies for students to balance the workload between school and extracurricular activities • Continually adapted to different learning styles in order to effectively tutor each students' needs • Communicated and report student progress to the McNamara system to monitor student development

Education

I have a Bachelors of Science degree in Economics from the University of Minnesota with a Management minor from the Carlson School of Business.

Is there additional information you would like the City Council to consider regarding your application?

I have an intermediate knowledge of doing data analysis in excel that would help in analyzing different budgetary paths. I have also done quite a bit of analysis of economic variables such as CPI, PPI, and GDP that would help in understanding economic factors that would help in understanding budgeting costs.

Additional Information if you become Board or Commission Member
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Minnesota Government Data Practices Act

Yes

Minnesota Statute §13.601. subd. 3(b)

Email Address

Acknowledgement

Yes

Full Name: Peter Sparby
Last Name: Sparby
First Name: Peter
Home Address: [REDACTED]
Roseville, MN 55113
Mobile: [REDACTED]
E-mail: [REDACTED]
E-mail Display As: Peter Sparby [REDACTED]

Contact Information

Under state statute, Commissioner's names, addresses and either a phone number or an electronic address where you can be reached are public information. All other personal information is private data and cannot be released to the public unless the Commissioner gives permission for the City to release it. Information relating to a student representative is private data and will not be released.

First Name	Pete
Last Name	Sparby
Address 1	[REDACTED]
Address 2	Field not completed.
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	1
Commissions	Finance
Commission preference	Finance
Commission preference	Field not completed.
This application is for	New Term

If this is a student application please list grade in school

Field not completed.

Note

There is no character limit for the fields below.

Why do you want to serve on this Commission?

My wife and I purchased our first home in Roseville last year and I am very excited about the opportunity to be involved in the community and take an active role in helping make Roseville an even better place to live.

What is your view of the role of this Commission?

For the Finance Commission, I view the role as an opportunity to provide critical review and advice regarding Roseville's entire financial landscape, from this year's City Budget to future financial goals and outlooks. I also view the role as a liaison between the Finance Commission and citizens, staff, and the Mayor/City Council. In doing so, the role requires active engagement of all commission members to ensure a transparent and focused community process. Most importantly, I believe the role of the commission members is to be prepared and educated regarding the City and be able to make informed decisions and recommendations for any matter that comes before them.

Civic and Volunteer Activities

-Minnesota State Bar Association -Minnesota Justice Foundation -William Mitchell Alumni -William Mitchell Business Law Clinic (Legal Assistance) -Rosalie E. Wahl Moot Court -St. Scholastica Alumni -St. Scholastica Men's Tennis -St. Scholastica Student Senate Chairman -Judge Lloyd B. Zimmerman (Hennepin County) (Externship) -Judge Jay M. Quam (Hennepin County) (Externship)

Work Experience

Open Access Technology International, Inc., Minneapolis, MN (Attorney/Corporate Counsel (Energy Sector))

Education

-William Mitchell College of Law, St. Paul, MN Juris Doctor - College of St. Scholastica, Duluth, MN Bachelor of Arts, History and Political Science -American University, Washington, D.C. Washington Semester, Justice Program

Is there additional information you would like the City Council to consider regarding your

Field not completed.

application?

Additional Information if you become Board or Commission Member
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Minnesota Government Data Practices Act	Yes

Minnesota Statute §13.601. subd. 3(b)	Email Address

Acknowledgement	Yes

Full Name: Emily Sundstrom
Last Name: Sundstrom
First Name: Emily
Company: Finance
Home Address: [REDACTED]
Roseville, MN 55113

Mobile: [REDACTED]
E-mail: [REDACTED]
E-mail Display As: Emily Sundstrom [REDACTED]

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In order to complete this application, you will need a valid email address. All items marked with a star () are required fields.*

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First Name	Emily
Last Name	Sundstrom, CPA
Address 1	[REDACTED]
Address 2	Field not completed.
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	4.5 years

Commissions	Finance
Commission preference	Finance
Commission preference	<i>Field not completed.</i>
This application is for	New Term
If this is a student application please list grade in school	<i>Field not completed.</i>
Note <i>There is no character limit for the fields below.</i>	
Why do you want to serve on this Commission?	I would like to use my specific skillset to improve and enhance my community.
What is your view of the role of this Commission?	To provide advice, insight, and knowledge on various financial topics that the city council may need guidance on.
Civic and Volunteer Activities	Accountability - Volunteer Tax Return Reviewer (2 years)
Work Experience	Wipfli, LLP - Senior Accountant BDO USA, LLP - Tax Senior Accountant West Academic Publishing - Revenue, Receivables, and Sales Tax Accountant Mackall, Crounse & Moore, PLC - Accounting Analyst
Education	BS - Accounting - Metropolitan State University AAS - Accounting - Ridgewater College AA - Liberal Arts - Ridgewater College
Is there additional information you would like the City Council to consider regarding your application?	Forgive the brevity of my application. It's tax season.
Additional Information if you become Board or Commission Member <i>Additional information may be emailed to info@cityofroseville.com or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.</i>	
Minnesota Government Data Practices Act	Yes

Minnesota Statute
§13.601. subd. 3(b)

Email Address

Acknowledgement

Yes



REQUEST FOR COUNCIL ACTION

Date: 04/11/2016

Item No.: 9.a

Department Approval

City Manager Approval

Item Description: Approve Payments

BACKGROUND

State Statute requires the City Council to approve all payment of claims. The following summary of claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	\$590,293.76
80934-81056	\$311,659.40
Total	\$901,953.16

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval

Accounts Payable

Checks for Approval

User: Mary.Jenson
Printed: 4/5/2016 - 8:27 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
81005	03/31/2016	Building Improvements	Other Improvements	Architectural Lighting Design, Inc.	QTY 1: CITY HALL COUNCIL CH/	13,865.00
Other Improvements Total:						13,865.00
Fund Total:						13,865.00
0	03/30/2016	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	8.59
Federal Income Tax Total:						8.59
0	03/30/2016	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	7.51
0	03/30/2016	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	1.76
FICA Employee Ded. Total:						9.27
0	03/30/2016	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	7.51
0	03/30/2016	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	1.76
FICA Employers Share Total:						9.27
80945	03/24/2016	Charitable Gambling	Gambling Licenses	Church of St. Rose of Lima	Gambling Permit Refund	25.00
Gambling Licenses Total:						25.00
0	03/30/2016	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	1.13
MN State Retirement Total:						1.13
0	03/30/2016	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	7.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employee Ded Total:						7.33
0	03/30/2016	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	1.13
0	03/30/2016	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	7.33
PERA Employer Share Total:						8.46
81047	03/31/2016	Charitable Gambling	Professional Services - Bingo	Shidell & Mair	Midway Speedskating Bingo	2,041.20
81047	03/31/2016	Charitable Gambling	Professional Services - Bingo	Shidell & Mair	Youth Hockey Bingo	2,177.00
Professional Services - Bingo Total:						4,218.20
0	03/30/2016	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	4.33
State Income Tax Total:						4.33
Fund Total:						4,291.58
80979	03/24/2016	Community Development	Development Escrow	Arthur Mueller	Remaining Development Escrow	2,406.58
Development Escrow Total:						2,406.58
0	03/30/2016	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	5,564.72
Federal Income Tax Total:						5,564.72
0	03/30/2016	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	549.45
0	03/30/2016	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	2,349.31
FICA Employee Ded. Total:						2,898.76
0	03/30/2016	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	2,349.31
0	03/30/2016	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	549.45
FICA Employers Share Total:						2,898.76
81037	03/31/2016	Community Development	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	250.00
0	03/31/2016	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.03.2016 ICMA Defe	1,117.96
					ICMA Def Comp Total:	1,117.96
81033	03/31/2016	Community Development	Medical Ins Employee	NJPA	Health Insurance Premium	246.75
					Medical Ins Employee Total:	246.75
81033	03/31/2016	Community Development	Medical Ins Employer	NJPA	Health Insurance Premium	5,145.61
					Medical Ins Employer Total:	5,145.61
81004	03/31/2016	Community Development	Memberships & Subscriptions	American Planning Association	Planning Commissioners Group Mem	450.00
80996	03/24/2016	Community Development	Memberships & Subscriptions	Twin Cities North Chamber of Com	2016 Membership Dues	465.00
80997	03/24/2016	Community Development	Memberships & Subscriptions	Urban Land Institute	Membership Dues	330.00
					Memberships & Subscriptions Total:	1,245.00
0	03/30/2016	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	256.55
					MN State Retirement Total:	256.55
0	03/30/2016	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	450.00
					MNDCP Def Comp Total:	450.00
81026	03/31/2016	Community Development	Office Supplies	Impressive Print	Business Cards	42.50
0	03/24/2016	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	317.39
					Office Supplies Total:	359.89
0	03/30/2016	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,866.29
					PERA Employee Ded Total:	1,866.29
0	03/30/2016	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	287.14
0	03/30/2016	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,866.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employer Share Total:						2,153.43
80974	03/24/2016	Community Development	Professional Services	Michael Murray Photography	Business Session	125.00
81044	03/31/2016	Community Development	Professional Services	Sambatek, Inc.	City Council Adoption, Ordinance Up	531.13
81050	03/31/2016	Community Development	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
81050	03/31/2016	Community Development	Professional Services	Sheila Stowell	Variance Baord Meeting Minutes	600.00
0	03/22/2016	Community Development	Professional Services	Vroman Systems- CC	Online Rental Registration	49.95
Professional Services Total:						1,310.78
0	03/30/2016	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	2,001.48
State Income Tax Total:						2,001.48
0	03/22/2016	Community Development	Transportation	Parking Ramp-CC	Parking	25.00
Transportation Total:						25.00
Fund Total:						30,197.56
0	03/30/2016	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	1,593.87
Federal Income Tax Total:						1,593.87
0	03/30/2016	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	975.17
0	03/30/2016	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	228.04
FICA Employee Ded. Total:						1,203.21
0	03/30/2016	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	228.04
0	03/30/2016	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	975.17
FICA Employers Share Total:						1,203.21
81037	03/31/2016	Contracted Engineering Svcs	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	95.19
HSA Employee Total:						95.19
0	03/31/2016	Contracted Engineering Svcs	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00003.03.2016 ICMA Defe	97.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					ICMA Def Comp Total:	97.50
81033	03/31/2016	Contracted Engineering Svcs	Medical Ins Employee	NJPA	Health Insurance Premium	632.08
					Medical Ins Employee Total:	632.08
0	03/22/2016	Contracted Engineering Svcs	Memberships & Subscriptions	WEF-CC	Membership Dues-Sandstrom	67.00
					Memberships & Subscriptions Total:	67.00
0	03/30/2016	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	158.49
					MN State Retirement Total:	158.49
0	03/30/2016	Contracted Engineering Svcs	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	71.50
					MNDCP Def Comp Total:	71.50
0	03/30/2016	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,030.26
					PERA Employee Ded Total:	1,030.26
0	03/30/2016	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,030.26
0	03/30/2016	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	158.49
					PERA Employer Share Total:	1,188.75
0	03/24/2016	Contracted Engineering Svcs	Professional Services	SRF Consulting Group, Inc.	Gracewood Traffic Study	2,448.36
0	03/24/2016	Contracted Engineering Svcs	Professional Services	SRF Consulting Group, Inc.	1415 County Road B Traffic Study	1,901.46
					Professional Services Total:	4,349.82
0	03/30/2016	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	654.94
					State Income Tax Total:	654.94
					Fund Total:	12,345.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	03/22/2016	East Metro SWAT	Operating Supplies	Optics Planet-CC	Camera Supplies	516.80
80998	03/24/2016	East Metro SWAT	Operating Supplies	US Bank	Petty Cash Reimbursement	17.00
Operating Supplies Total:						533.80
Fund Total:						533.80
81019	03/31/2016	Fire Vehicles Revolving	SCBA Equipment	Emergency Response Solutions, LL	Adapters, Valves	2,108.51
SCBA Equipment Total:						2,108.51
80998	03/24/2016	Fire Vehicles Revolving	Vehicle Supplies & Maintenance	US Bank	Petty Cash Reimbursement	20.75
Vehicle Supplies & Maintenance Total:						20.75
Fund Total:						2,129.26
0	03/24/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	102.35
0	03/31/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	580.00
0	03/24/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	300.15
0	03/24/2016	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	59.03
211402 - Flex Spending Health Total:						1,041.53
0	03/31/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	432.55
0	03/24/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	1,153.86
0	03/24/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	170.00
0	03/31/2016	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
211403 - Flex Spend Day Care Total:						2,141.03
80936	03/24/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	61.70
80936	03/24/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	854.00
81006	03/31/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	646.00
81006	03/31/2016	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	357.35
80951	03/24/2016	General Fund	Clothing	Emergency Response Solutions, LL	Gloves	159.74
0	03/24/2016	General Fund	Clothing	MES, Inc.	Sewn Fronts	112.04
0	03/31/2016	General Fund	Clothing	North Image Apparel, Inc.	T-Shirts	84.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Clothing Total:						2,275.33
80988	03/24/2016	General Fund	Community Grants	Roseville Area Schools	2016 City Contribution	10,000.00
Community Grants Total:						10,000.00
0	03/22/2016	General Fund	Conferences	Brothers Grill-CC	Local Government Task Force Lunch	17.57
0	03/22/2016	General Fund	Conferences	Courtyard by Marriot-CC	MCMA Conference Lodging	126.99
0	03/22/2016	General Fund	Conferences	Courtyard by Marriot-CC	MCMA Conference Lodging	126.99
0	03/22/2016	General Fund	Conferences	Parking Ramp-CC	Conference Parking	7.20
Conferences Total:						278.75
0	03/31/2016	General Fund	Contract Maint - Vehicles	Emergency Apparatus Maint. Inc	Handwheel	25.00
81039	03/31/2016	General Fund	Contract Maint - Vehicles	Ramsey County	Fleet Support Fee	43.68
Contract Maint - Vehicles Total:						68.68
81029	03/31/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	104.34
81029	03/31/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	2,259.34
81029	03/31/2016	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	410.00
Contract Maint. - City Hall Total:						2,773.68
81023	03/31/2016	General Fund	Contract Maint. - City Garage	Green Lights Recycling, Inc.	Fluorescent Lamps	32.11
81029	03/31/2016	General Fund	Contract Maint. - City Garage	McGough Facility Management, LI	Facility Management	1,077.50
81040	03/31/2016	General Fund	Contract Maint. - City Garage	Ramsey County	Hazardous Waste Generator License	161.90
81054	03/31/2016	General Fund	Contract Maint. - City Garage	Twin City Garage Door Co.	Door Repair	286.00
Contract Maint. - City Garage Total:						1,557.51
0	03/22/2016	General Fund	Contract Maintenance	Hands On Twin Cities-CC	2016 Affiliation	550.00
81039	03/31/2016	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	224.64
0	03/22/2016	General Fund	Contract Maintenance	Volgistics-CC	Volunteer Tracking System	498.00
Contract Maintenance Total:						1,272.64
81033	03/31/2016	General Fund	Employer Insurance	NJPA	Health Insurance Premium	974.30
81033	03/31/2016	General Fund	Employer Insurance	NJPA	Health Insurance Premium	994.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Employer Insurance Total:						1,968.60
0	03/31/2016	General Fund	Employer Pension	Roseville Firefighter's Relief	State Aid Advance	200,000.00
Employer Pension Total:						200,000.00
0	03/30/2016	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	32,328.14
Federal Income Tax Total:						32,328.14
0	03/30/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	6,101.33
0	03/30/2016	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	4,005.60
FICA Employee Ded. Total:						10,106.93
0	03/30/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	4,005.60
0	03/30/2016	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	6,101.33
FICA Employers Share Total:						10,106.93
81030	03/31/2016	General Fund	Financial Support	MN Child Support Payment Cntr	Remittance ID: 0015005038	354.43
Financial Support Total:						354.43
81037	03/31/2016	General Fund	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	2,868.53
HSA Employee Total:						2,868.53
0	03/31/2016	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.03.2016 ICMA Defe	2,075.04
ICMA Def Comp Total:						2,075.04
81033	03/31/2016	General Fund	Medical Ins Employee	NJPA	Health Insurance Premium	8,732.51
81033	03/31/2016	General Fund	Medical Ins Employee	NJPA	Health Insurance Premium	9,714.81
Medical Ins Employee Total:						18,447.32
81033	03/31/2016	General Fund	Medical Ins Employer	NJPA	Health Insurance Premium	39,321.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Medical Ins Employer Total:						39,321.07
80935	03/24/2016	General Fund	Memberships & Subscriptions	American Water Works Assoc.	Membership Dues	1,843.00
0	03/22/2016	General Fund	Memberships & Subscriptions	IACP- CC	Administration Memberships-Chief's	150.00
0	03/22/2016	General Fund	Memberships & Subscriptions	MN State Fire Chiefs-CC	Membership Dues	93.00
Memberships & Subscriptions Total:						2,086.00
80934	03/24/2016	General Fund	Miscellaneous	AE Sign Systems, Inc.	Nameplate	35.06
0	03/22/2016	General Fund	Miscellaneous	Davanni's -CC	Budget Discussion Supplies	92.02
0	03/22/2016	General Fund	Miscellaneous	Grateful Table-CC	Lunch Meeting W/Mayor Roe-Trudge	9.32
80994	03/24/2016	General Fund	Miscellaneous	Time Saver Off Site Secretarial, Inc	Human Rights Commission Meeting 1	236.50
80998	03/24/2016	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement	7.18
80998	03/24/2016	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement	38.45
Miscellaneous Total:						418.53
0	03/30/2016	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	2,819.64
MN State Retirement Total:						2,819.64
0	03/30/2016	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	6,601.97
MNDCP Def Comp Total:						6,601.97
0	03/22/2016	General Fund	Office Supplies	Amazon.com- CC	Headphones	83.58
80967	03/24/2016	General Fund	Office Supplies	Impressive Print	Business Cards	35.00
80967	03/24/2016	General Fund	Office Supplies	Impressive Print	Business Cards	45.00
81026	03/31/2016	General Fund	Office Supplies	Impressive Print	Business Cards	157.50
81026	03/31/2016	General Fund	Office Supplies	Impressive Print	Business Cards	55.00
81026	03/31/2016	General Fund	Office Supplies	Impressive Print	Business Cards	55.00
81026	03/31/2016	General Fund	Office Supplies	Impressive Print	Business Cards	55.00
0	03/24/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	57.01
0	03/24/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	183.13
0	03/24/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	46.04
0	03/24/2016	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	41.41
0	03/22/2016	General Fund	Office Supplies	Innovative Office Solutions-CC	Office Supplies	46.68
0	03/22/2016	General Fund	Office Supplies	Innovative Office Solutions-CC	Office Supplies	18.74
0	03/22/2016	General Fund	Office Supplies	Innovative Office Solutions-CC	Office Supplies-Credit	-64.59
0	03/22/2016	General Fund	Office Supplies	Target- CC	Office Supplies	21.69

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Office Supplies Total:						836.19
0	03/22/2016	General Fund	Op Supplies - City Hall	Amazon.com- CC	Eureka Disturbulator	53.72
80954	03/24/2016	General Fund	Op Supplies - City Hall	G & K Services	Mats	37.84
80995	03/24/2016	General Fund	Op Supplies - City Hall	Trio Supply Company	Restroom Supplies	141.70
81053	03/31/2016	General Fund	Op Supplies - City Hall	Trio Supply Company	Restroom Supplies	192.00
Op Supplies - City Hall Total:						425.26
0	03/22/2016	General Fund	Operating Supplies	Amazon.com- CC	Blood Pressure Monitor, Dash Cam	245.25
0	03/22/2016	General Fund	Operating Supplies	Amazon.com- CC	Credit	-197.94
0	03/22/2016	General Fund	Operating Supplies	Amazon.com- CC	Camera Supplies	277.93
0	03/22/2016	General Fund	Operating Supplies	Batteries Plus-CC	Batteries	19.98
0	03/22/2016	General Fund	Operating Supplies	Byerly's- CC	Swearing In Supplies	40.99
0	03/22/2016	General Fund	Operating Supplies	Certified Laboratories-CC	Gloves, Earplugs	252.79
80944	03/24/2016	General Fund	Operating Supplies	CES Imaging	Ink	10.64
0	03/22/2016	General Fund	Operating Supplies	Dollar Tree-CC	Swearing In Supplies	11.78
0	03/22/2016	General Fund	Operating Supplies	Evident Inc-CC	Evidence Packing Supplies	95.50
0	03/31/2016	General Fund	Operating Supplies	General Industrial Supply Co.	Ratchet	137.00
0	03/24/2016	General Fund	Operating Supplies	Grainger Inc	Cane Holder	21.24
0	03/24/2016	General Fund	Operating Supplies	Grainger Inc	Pail	8.33
0	03/31/2016	General Fund	Operating Supplies	Grainger Inc	Restroom Supplies	40.75
80964	03/24/2016	General Fund	Operating Supplies	Hardwood Creek Lumber, Inc.	Hubs, Stakes, Laths	563.00
0	03/22/2016	General Fund	Operating Supplies	Home Depot- CC	Spray Paint, Tape	51.56
0	03/24/2016	General Fund	Operating Supplies	Innovative Office Solutions	Office Supplies	88.60
81028	03/31/2016	General Fund	Operating Supplies	Martin Marietta Materials Inc	1/4 W Chip	925.18
81028	03/31/2016	General Fund	Operating Supplies	Martin Marietta Materials Inc	1/4 W Chip	646.80
81028	03/31/2016	General Fund	Operating Supplies	Martin Marietta Materials Inc	Credit	-925.18
0	03/22/2016	General Fund	Operating Supplies	North Hgts Hardware Hank-CC	Duct Tape	7.98
0	03/22/2016	General Fund	Operating Supplies	Office Depot- CC	USB's for CSO's	46.01
0	03/22/2016	General Fund	Operating Supplies	Peavey Corporation - CC	Drug Testing Kits	429.50
81041	03/31/2016	General Fund	Operating Supplies	RCM Specialties, Inc.	Emulsion	626.24
81041	03/31/2016	General Fund	Operating Supplies	RCM Specialties, Inc.	Emulsion	735.68
0	03/22/2016	General Fund	Operating Supplies	Safe Kids Worldwide-CC	Car Seat Recertification	50.00
0	03/22/2016	General Fund	Operating Supplies	Sirchie Finger Print-CC	Evidence Tape	39.88
0	03/22/2016	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Electrical Supplies	5.48
0	03/22/2016	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Chain Saw Repair, Chain Saw Tune-l	162.51
80998	03/24/2016	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	5.36
Operating Supplies Total:						4,422.84
80954	03/24/2016	General Fund	Operating Supplies City Garage	G & K Services	Mats	28.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
80995	03/24/2016	General Fund	Operating Supplies City Garage	Trio Supply Company	Restroom Supplies	38.43
81053	03/31/2016	General Fund	Operating Supplies City Garage	Trio Supply Company	Restroom Supplies	48.10
0	03/24/2016	General Fund	Operating Supplies City Garage	Voss Lighting	Lighting Supplies	69.00
Operating Supplies City Garage Total:						184.49
0	03/30/2016	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	25,943.54
PERA Employee Ded Total:						25,943.54
0	03/30/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	36,018.38
0	03/30/2016	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	891.40
PERA Employer Share Total:						36,909.78
80967	03/24/2016	General Fund	Printing	Impressive Print	Personnel Action Forms	249.00
Printing Total:						249.00
81009	03/31/2016	General Fund	Professional Services	Briggs and Morgan, P.A.	Bond Counsel Services	4,350.00
0	03/22/2016	General Fund	Professional Services	GFOA- CC	Budget Award Application	425.00
80981	03/24/2016	General Fund	Professional Services	Office Team	Temporary Staffing	1,209.24
80993	03/24/2016	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	362.50
80993	03/24/2016	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
80993	03/24/2016	General Fund	Professional Services	Sheila Stowell	Community Engagement Meeting Mi	212.50
80993	03/24/2016	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
0	03/22/2016	General Fund	Professional Services	Survey Monkey.com-CC	Monthly Plan	26.00
Professional Services Total:						6,594.64
81035	03/31/2016	General Fund	Salaries - Regular	Office Team	Temporary Employee	1,497.82
Salaries - Regular Total:						1,497.82
0	03/30/2016	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	12,650.84
State Income Tax Total:						12,650.84
81048	03/31/2016	General Fund	Telephone	Sprint	Cell Phones	20.94
81052	03/31/2016	General Fund	Telephone	T Mobile	Cell Phones-Acct: 771707201	39.99
81052	03/31/2016	General Fund	Telephone	T Mobile	Cell Phones-Acct: 771707201	36.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Telephone Total:						97.83
0	03/22/2016	General Fund	Training	Byerly's- CC	Training Supplies	54.68
0	03/24/2016	General Fund	Training	Vance Campbell	Training Expenses Reimbursement	277.23
0	03/22/2016	General Fund	Training	Cossetta-CC	Use Of Force Training Lunch	35.82
0	03/22/2016	General Fund	Training	Davanni's -CC	Training Supplies	168.86
80968	03/24/2016	General Fund	Training	International Code Council, Inc.	Fire Plan Review, Inspector Guides	237.30
0	03/22/2016	General Fund	Training	Keys Cafe & Bakery-CC	Use of Force Training Lunch	71.00
0	03/22/2016	General Fund	Training	Keys Cafe & Bakery-CC	Use of Force Training Lunch	49.65
0	03/22/2016	General Fund	Training	Midway USA-CC	Use of Force Supplies	51.57
0	03/22/2016	General Fund	Training	Super America-CC	Gatorade, Water	36.24
0	03/22/2016	General Fund	Training	Super America-CC	Training Supplies	14.61
0	03/22/2016	General Fund	Training	U of M-CC	Shade Tree Short Course	195.00
Training Total:						1,191.96
0	03/24/2016	General Fund	Transportation	Vance Campbell	Mileage Reimbursement	222.48
Transportation Total:						222.48
0	03/31/2016	General Fund	Utilities	Xcel Energy	Civil Defense	72.45
0	03/31/2016	General Fund	Utilities	Xcel Energy	New Fire Station	4,165.80
0	03/31/2016	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	2,412.24
0	03/31/2016	General Fund	Utilities	Xcel Energy	Street Lights	12,524.60
Utilities Total:						19,175.09
0	03/31/2016	General Fund	Utilities - Old City Hall	Xcel Energy	Fire Station	1,008.78
Utilities - Old City Hall Total:						1,008.78
80948	03/24/2016	General Fund	Vehicle Supplies & Maintenance	Cummins NPower LLC	Generator Service	950.80
0	03/24/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	514.00
0	03/24/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	-314.60
0	03/24/2016	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	2016 BLANKET PO FOR VEHICLE	74.64
0	03/24/2016	General Fund	Vehicle Supplies & Maintenance	Gopher Bearing (BDI Branch 78)	Mounted Units	3,242.46
0	03/24/2016	General Fund	Vehicle Supplies & Maintenance	McMaster-Carr Supply Co	Handsets, Hooks	54.45
0	03/22/2016	General Fund	Vehicle Supplies & Maintenance	PTS Tool Supply-CC	Tools	207.00
0	03/24/2016	General Fund	Vehicle Supplies & Maintenance	Rapit Printing	Liability Waiver Forms	343.06
80998	03/24/2016	General Fund	Vehicle Supplies & Maintenance	US Bank	Petty Cash Reimbursement	11.00
80998	03/24/2016	General Fund	Vehicle Supplies & Maintenance	US Bank	Petty Cash Reimbursement	33.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Vehicle Supplies & Maintenance Total:	5,115.81
					Fund Total:	467,438.63
0	03/22/2016	General Fund Donations	Explorers - Supplies	Walmart-CC	Explorers Supplies	208.00
					Explorers - Supplies Total:	208.00
					Fund Total:	208.00
0	03/30/2016	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	517.41
					Federal Income Tax Total:	517.41
0	03/30/2016	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	350.16
0	03/30/2016	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	81.88
					FICA Employee Ded. Total:	432.04
0	03/30/2016	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	350.16
0	03/30/2016	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	81.88
					FICA Employers Share Total:	432.04
81033	03/31/2016	Golf Course	Medical Ins Employee	NJPA	Health Insurance Premium	779.76
					Medical Ins Employee Total:	779.76
81033	03/31/2016	Golf Course	Medical Ins Employer	NJPA	Health Insurance Premium	1,374.12
					Medical Ins Employer Total:	1,374.12
81040	03/31/2016	Golf Course	Memberships & Subscriptions	Ramsey County	Hazardous Waste Generator License	87.00
					Memberships & Subscriptions Total:	87.00
80941	03/24/2016	Golf Course	Merchandise For Sale	Capitol Beverage Sales, LP	Beverages for Resale	113.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
80946	03/24/2016	Golf Course	Merchandise For Sale	Coca Cola Refreshments	Beverages for Resale	551.24
80970	03/24/2016	Golf Course	Merchandise For Sale	J. J. Taylor Dist. of MN Inc.	Beverages for Resale	129.60
Merchandise For Sale Total:						794.24
0	03/30/2016	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	51.30
MN State Retirement Total:						51.30
0	03/30/2016	Golf Course	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	50.00
MNDCP Def Comp Total:						50.00
0	03/31/2016	Golf Course	Operating Supplies	Steven Anderson	Supplies Reimbursement	40.80
Operating Supplies Total:						40.80
0	03/30/2016	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	333.46
PERA Employee Ded Total:						333.46
0	03/30/2016	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	333.46
0	03/30/2016	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	51.30
PERA Employer Share Total:						384.76
0	03/30/2016	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	247.39
State Income Tax Total:						247.39
0	03/31/2016	Golf Course	Use Tax Payable	Xcel Energy	Sales/Use Tax	-28.78
Use Tax Payable Total:						-28.78
0	03/31/2016	Golf Course	Utilities	Xcel Energy	Golf Course	447.40
Utilities Total:						447.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						5,942.94
0	03/30/2016	Housing & Redevelopment Agency	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	20.19
Federal Income Tax Total:						20.19
0	03/30/2016	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	8.70
0	03/30/2016	Housing & Redevelopment Agency	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	37.20
FICA Employee Ded. Total:						45.90
0	03/30/2016	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	8.70
0	03/30/2016	Housing & Redevelopment Agency	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	37.20
FICA Employers Share Total:						45.90
80997	03/24/2016	Housing & Redevelopment Agency	Memberships & Subscriptions	Urban Land Institute	Membership Dues	330.00
Memberships & Subscriptions Total:						330.00
0	03/24/2016	Housing & Redevelopment Agency	Miscellaneous	Jeanne Kelsey	Expenses Reimbursement	43.01
Miscellaneous Total:						43.01
80934	03/24/2016	Housing & Redevelopment Agency	Operating Supplies	AE Sign Systems, Inc.	Nameplate	35.00
Operating Supplies Total:						35.00
80992	03/24/2016	Housing & Redevelopment Agency	Payments to Contractors	St. Paul Area Chamber of Commere	Small Business Series Sponsorship-R	160.00
Payments to Contractors Total:						160.00
0	03/30/2016	Housing & Redevelopment Agency	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	10.80
State Income Tax Total:						10.80
0	03/22/2016	Housing & Redevelopment Agency	Training	Sensible Land Use-CC	Program Registration-Kelsey	50.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Training Total:						50.00
0	03/24/2016	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Mileage Reimbursement	7.00
Transportation Total:						7.00
Fund Total:						747.80
81011	03/31/2016	Information Technology	Computer Equipment	CDW Government, Inc.	Computer Supplies	1,128.95
81011	03/31/2016	Information Technology	Computer Equipment	CDW Government, Inc.	Computer Supplies	1,128.95
81011	03/31/2016	Information Technology	Computer Equipment	CDW Government, Inc.	Computer Supplies	76.99
81011	03/31/2016	Information Technology	Computer Equipment	CDW Government, Inc.	Computer Supplies	76.99
Computer Equipment Total:						2,411.88
0	03/22/2016	Information Technology	Contract Maintenance	HP Services-CC	Maintenance Agreements, Area Netw	501.60
81032	03/31/2016	Information Technology	Contract Maintenance	Network Design, Inc.	Correct Sensors for Two Doors	500.00
0	03/31/2016	Information Technology	Contract Maintenance	SHI International Corp	InDesign Subscription License	117.00
0	03/31/2016	Information Technology	Contract Maintenance	SHI International Corp	QTY 1: PART # VCS5-STD-P-SSS-C	7,159.00
Contract Maintenance Total:						8,277.60
0	03/30/2016	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	4,402.20
Federal Income Tax Total:						4,402.20
0	03/30/2016	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	2,533.17
0	03/30/2016	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	592.43
FICA Employee Ded. Total:						3,125.60
0	03/30/2016	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	592.43
0	03/30/2016	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	2,533.17
FICA Employers Share Total:						3,125.60
81037	03/31/2016	Information Technology	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	455.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	455.83
0	03/31/2016	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.03.2016 ICMA Defe	225.00
					ICMA Def Comp Total:	225.00
81033	03/31/2016	Information Technology	Medical Ins Employee	NJPA	Health Insurance Premium	1,888.92
					Medical Ins Employee Total:	1,888.92
81033	03/31/2016	Information Technology	Medical Ins Employer	NJPA	Health Insurance Premium	3,016.50
					Medical Ins Employer Total:	3,016.50
0	03/30/2016	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	421.05
					MN State Retirement Total:	421.05
81011	03/31/2016	Information Technology	Office Supplies	CDW Government, Inc.	Ear Cushions	10.72
					Office Supplies Total:	10.72
0	03/22/2016	Information Technology	Operating Supplies	Amazon.com- CC	Ultrium Backup Tapes	886.48
0	03/22/2016	Information Technology	Operating Supplies	Amazon.com- CC	Ultrium Backup Tapes	2,746.26
81011	03/31/2016	Information Technology	Operating Supplies	CDW Government, Inc.	Computer Supplies	106.15
0	03/22/2016	Information Technology	Operating Supplies	Monoprice.Com-CC	Surface Docking Station Adapters	177.51
0	03/22/2016	Information Technology	Operating Supplies	Monoprice.Com-CC	Foot Patch Cables	65.33
0	03/22/2016	Information Technology	Operating Supplies	Monoprice.Com-CC	Surface Docking Station Display Port	112.69
0	03/31/2016	Information Technology	Operating Supplies	Newegg Business, Inc.	A/V Convert	24.99
0	03/31/2016	Information Technology	Operating Supplies	SHI International Corp	Windows Platform	332.00
0	03/31/2016	Information Technology	Operating Supplies	SHI International Corp	Windows Platform	332.00
					Operating Supplies Total:	4,783.41
0	03/30/2016	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	2,736.74
					PERA Employee Ded Total:	2,736.74
0	03/30/2016	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	2,736.74
0	03/30/2016	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	421.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employer Share Total:						3,157.79
0	03/30/2016	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	1,648.61
State Income Tax Total:						1,648.61
81049	03/31/2016	Information Technology	Training	StormWind, LLC	MS MCSA, CS CCNA Renewal	1,000.00
0	03/31/2016	Information Technology	Training	Jason Swalley	Transcender Training Guide Reimbur	139.00
Training Total:						1,139.00
Fund Total:						40,826.45
0	03/30/2016	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	3,390.06
Federal Income Tax Total:						3,390.06
0	03/30/2016	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	479.12
0	03/30/2016	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	2,048.65
FICA Employee Ded. Total:						2,527.77
0	03/30/2016	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	2,048.65
0	03/30/2016	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	479.12
FICA Employers Share Total:						2,527.77
81037	03/31/2016	License Center	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	153.85
HSA Employee Total:						153.85
81033	03/31/2016	License Center	Medical Ins Employee	NJPA	Health Insurance Premium	2,032.41
Medical Ins Employee Total:						2,032.41
81033	03/31/2016	License Center	Medical Ins Employer	NJPA	Health Insurance Premium	3,302.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Medical Ins Employer Total:						3,302.25
0	03/30/2016	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	332.48
MN State Retirement Total:						332.48
0	03/30/2016	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	389.58
0	03/30/2016	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	250.00
MNDCP Def Comp Total:						639.58
0	03/24/2016	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	109.83
80980	03/24/2016	License Center	Office Supplies	NADA Used Car Guide	Used Car Guide	105.00
0	03/22/2016	License Center	Office Supplies	Target- CC	Office Supplies	51.82
Office Supplies Total:						266.65
0	03/30/2016	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	2,030.54
PERA Employee Ded Total:						2,030.54
0	03/30/2016	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	2,030.54
0	03/30/2016	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	312.38
PERA Employer Share Total:						2,342.92
0	03/22/2016	License Center	Postage	USPS-CC	Postage	348.30
Postage Total:						348.30
81029	03/31/2016	License Center	Professional Services	McGough Facility Management, LI	Facility Management	359.16
0	03/31/2016	License Center	Professional Services	Quicksilver Express Courier	Courier Service	184.76
Professional Services Total:						543.92
0	03/30/2016	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	1,434.15
State Income Tax Total:						1,434.15
0	03/31/2016	License Center	Transportation	Jill Theisen	Mileage Reimbursement	271.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Transportation Total:						271.08
Fund Total:						22,143.73
81024	03/31/2016	Municipal Jazz Band	Operating Supplies	Groth Music	Big Band Supplies	201.60
Operating Supplies Total:						201.60
0	03/31/2016	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-March 2016	250.00
Professional Services Total:						250.00
Fund Total:						451.60
0	03/22/2016	P & R Contract Maintenance	Conferences	Doubletree - CC	Best Value Training Lodging	615.96
0	03/22/2016	P & R Contract Maintenance	Conferences	Spirit Air-CC	No Receipt-Evenson	54.00
Conferences Total:						669.96
0	03/30/2016	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	2,440.10
Federal Income Tax Total:						2,440.10
0	03/30/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	306.23
0	03/30/2016	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	1,309.44
FICA Employee Ded. Total:						1,615.67
0	03/30/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	306.23
0	03/30/2016	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	1,309.44
FICA Employers Share Total:						1,615.67
81037	03/31/2016	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	384.62
81037	03/31/2016	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA WI En	34.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	419.24
81033	03/31/2016	P & R Contract Maintenance	Medical Ins Employee	NJPA	Health Insurance Premium	797.47
					Medical Ins Employee Total:	797.47
81033	03/31/2016	P & R Contract Maintenance	Medical Ins Employer	NJPA	Health Insurance Premium	7,363.01
					Medical Ins Employer Total:	7,363.01
0	03/30/2016	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	218.22
					MN State Retirement Total:	218.22
0	03/30/2016	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	280.00
					MNDCP Def Comp Total:	280.00
0	03/22/2016	P & R Contract Maintenance	Operating Supplies	Audible-CC	No Receipt-Evenson	16.02
0	03/22/2016	P & R Contract Maintenance	Operating Supplies	Ferguson Enterprises Inc.-CC	No Receipt-Schlosser	350.00
0	03/22/2016	P & R Contract Maintenance	Operating Supplies	Harbor Freight Tools-CC	Ear Muffs, Gloves	46.33
					Operating Supplies Total:	412.35
0	03/30/2016	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,418.51
					PERA Employee Ded Total:	1,418.51
0	03/30/2016	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	218.22
0	03/30/2016	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,418.51
					PERA Employer Share Total:	1,636.73
0	03/30/2016	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	1,014.03
					State Income Tax Total:	1,014.03
81048	03/31/2016	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	33.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Telephone Total:	33.51
0	03/31/2016	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	1,999.90
					Utilities Total:	1,999.90
					Fund Total:	21,934.37
80998	03/24/2016	Police - DWI Enforcement	Operating Supplies	US Bank	Petty Cash Reimbursement	64.75
					Operating Supplies Total:	64.75
					Fund Total:	64.75
81033	03/31/2016	Police Grants	Medical Ins Employer	NJPA	Health Insurance Premium	6,057.50
					Medical Ins Employer Total:	6,057.50
					Fund Total:	6,057.50
0	03/22/2016	Police Vehicle Revolving	Capital Outlay	Amazon.com- CC	Standing Desk for Patrol Officers	482.39
					Capital Outlay Total:	482.39
					Fund Total:	482.39
80955	03/24/2016	Recreation Fund	Advertising	Mark Gagne	Waffle Breakfast Placemat Ad	50.00
					Advertising Total:	50.00
81015	03/31/2016	Recreation Fund	Building Rental	Florentino Cortez	Damage Deposit Refund	400.00
80975	03/24/2016	Recreation Fund	Building Rental	Jackie Miller	Damage Deposit Refund	400.00
					Building Rental Total:	800.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	03/22/2016	Recreation Fund	Clothing	S & S Worldwide-CC	Uniform Supplies	61.09
Clothing Total:						61.09
81007	03/31/2016	Recreation Fund	Collected Insurance Fee	Bonnie Boeck	Tai Chi Class Refund	2.00
80973	03/24/2016	Recreation Fund	Collected Insurance Fee	Anna Melby	Yoga Class Refund	2.00
Collected Insurance Fee Total:						4.00
0	03/24/2016	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	445.00
Contract Maintenance Total:						445.00
0	03/30/2016	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	4,330.62
Federal Income Tax Total:						4,330.62
81007	03/31/2016	Recreation Fund	Fee Program Revenue	Bonnie Boeck	Tai Chi Class Refund	2.00
81007	03/31/2016	Recreation Fund	Fee Program Revenue	Bonnie Boeck	Tai Chi Class Refund	34.00
80973	03/24/2016	Recreation Fund	Fee Program Revenue	Anna Melby	Yoga Class Refund	40.00
80973	03/24/2016	Recreation Fund	Fee Program Revenue	Anna Melby	Yoga Class Refund	2.00
Fee Program Revenue Total:						78.00
0	03/30/2016	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	3,424.71
0	03/30/2016	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	800.92
FICA Employee Ded. Total:						4,225.63
0	03/30/2016	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	3,424.71
0	03/30/2016	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	800.92
FICA Employers Share Total:						4,225.63
81037	03/31/2016	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	200.39
HSA Employee Total:						200.39
0	03/31/2016	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00003.03.2016 ICMA Defe	550.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
ICMA Def Comp Total:						550.00
81033	03/31/2016	Recreation Fund	Medical Ins Employee	NJPA	Health Insurance Premium	1,296.72
Medical Ins Employee Total:						1,296.72
81033	03/31/2016	Recreation Fund	Medical Ins Employer	NJPA	Health Insurance Premium	801.53
Medical Ins Employer Total:						801.53
0	03/22/2016	Recreation Fund	Memberships & Subscriptions	ASCAP-CC	Annual Music License	336.00
0	03/22/2016	Recreation Fund	Memberships & Subscriptions	BMI-CC	Annual Music License	302.40
0	03/31/2016	Recreation Fund	Memberships & Subscriptions	DMX, Inc.	Skating Center Music	165.69
80978	03/24/2016	Recreation Fund	Memberships & Subscriptions	MRPA	Fall Softball Team Registrations	1,344.00
80978	03/24/2016	Recreation Fund	Memberships & Subscriptions	MRPA	Volleyball Team Registrations	1,854.00
80978	03/24/2016	Recreation Fund	Memberships & Subscriptions	MRPA	Basketball Team Registrations	720.00
80978	03/24/2016	Recreation Fund	Memberships & Subscriptions	MRPA	Volleyball State Registrations	1,050.00
80978	03/24/2016	Recreation Fund	Memberships & Subscriptions	MRPA	Basketball State Registrations	195.00
Memberships & Subscriptions Total:						5,967.09
80966	03/24/2016	Recreation Fund	Merchandise For Sale	Hermel Food Service	Concession Items for Resale	781.47
Merchandise For Sale Total:						781.47
0	03/30/2016	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	370.43
MN State Retirement Total:						370.43
0	03/30/2016	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	1,308.41
MNDCP Def Comp Total:						1,308.41
81026	03/31/2016	Recreation Fund	Office Supplies	Impressive Print	Business Cards	55.00
0	03/24/2016	Recreation Fund	Office Supplies	Innovative Office Solutions	Office Supplies	9.09
0	03/22/2016	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	52.05
0	03/22/2016	Recreation Fund	Office Supplies	Office Depot- CC	Timecards	24.08
Office Supplies Total:						140.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
81003	03/31/2016	Recreation Fund	Operating Supplies	All American Arena Products	Tempered Glass	928.92
80937	03/24/2016	Recreation Fund	Operating Supplies	Badoura State Forest Nursery	Earth Day Supplies	33.00
0	03/22/2016	Recreation Fund	Operating Supplies	Barnes & Noble-CC	Library Book	28.87
0	03/24/2016	Recreation Fund	Operating Supplies	Becker Arena Products, Inc.	Goal Lacing	51.25
0	03/22/2016	Recreation Fund	Operating Supplies	Brushy Mountain Bee Farm-CC	Display Items	85.79
0	03/22/2016	Recreation Fund	Operating Supplies	Brushy Mountain Bee Farm-CC	Library Book	22.77
0	03/22/2016	Recreation Fund	Operating Supplies	Carrot-Top Industries-CC	Flags	127.21
0	03/22/2016	Recreation Fund	Operating Supplies	Dollar Tree-CC	Daddy/Daughter Dance Suplies	23.57
0	03/22/2016	Recreation Fund	Operating Supplies	ePromos-CC	Promotional Items	1,487.18
80952	03/24/2016	Recreation Fund	Operating Supplies	Ferrellgas	Rental	53.56
0	03/31/2016	Recreation Fund	Operating Supplies	Fikes, Inc.	Restroom Supplies	144.00
80957	03/24/2016	Recreation Fund	Operating Supplies	Gary Carlson Equipment, Corp.	Bosch Bulldog 5/8	34.19
80957	03/24/2016	Recreation Fund	Operating Supplies	Gary Carlson Equipment, Corp.	Bosch Bulldog 7/8	64.49
0	03/24/2016	Recreation Fund	Operating Supplies	Grainger Inc	Filters	60.48
0	03/24/2016	Recreation Fund	Operating Supplies	Grainger Inc	Grease	16.70
0	03/31/2016	Recreation Fund	Operating Supplies	Grainger Inc	Electronic Ballasts	42.58
0	03/31/2016	Recreation Fund	Operating Supplies	Grainger Inc	Respirator Wipes	68.64
80961	03/24/2016	Recreation Fund	Operating Supplies	Hach Company	Chlorine	38.33
80969	03/24/2016	Recreation Fund	Operating Supplies	Intl Chemtex Corp	Walchem Controller	1,364.64
80969	03/24/2016	Recreation Fund	Operating Supplies	Intl Chemtex Corp	Liquid Bromine	500.62
0	03/22/2016	Recreation Fund	Operating Supplies	Jo-Ann Fabrics-CC	Camp Supplies	18.67
0	03/22/2016	Recreation Fund	Operating Supplies	Laundry Room-CC	No Receipt-Anfang	4.00
0	03/22/2016	Recreation Fund	Operating Supplies	Michaels-CC	Camp Supplies	26.28
0	03/22/2016	Recreation Fund	Operating Supplies	North Hgts Hardware Hank-CC	Candlelight Snowshoeing Supplies	26.74
0	03/22/2016	Recreation Fund	Operating Supplies	Office Depot- CC	Dance Supplies	64.03
0	03/22/2016	Recreation Fund	Operating Supplies	Oriental Trading- CC	Daddy/Daughter Dance Supplies	200.42
0	03/22/2016	Recreation Fund	Operating Supplies	Party City-CC	Daddy/Daughter Dance Supplies	12.29
0	03/22/2016	Recreation Fund	Operating Supplies	PetSmart-CC	Animal Food	12.49
0	03/24/2016	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc	Board Brush, Snow Breakers	136.60
0	03/22/2016	Recreation Fund	Operating Supplies	REI-CC	Snowshoe Parts	43.33
0	03/22/2016	Recreation Fund	Operating Supplies	Revolution Dancewear-CC	Ice Show Costumes	48.99
80989	03/24/2016	Recreation Fund	Operating Supplies	S&S Worldwide, Inc.	HANC Supplies	143.87
80990	03/24/2016	Recreation Fund	Operating Supplies	Pam Sandborg	Ice Show Costumes Reimbursement	68.00
0	03/22/2016	Recreation Fund	Operating Supplies	Skulls Unlimited-CC	Rattlesnake Skull	74.37
0	03/22/2016	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	Gym Supplies	19.98
0	03/22/2016	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	Saw Blades, Bolts	18.57
0	03/22/2016	Recreation Fund	Operating Supplies	Target- CC	Daddy/Daughter Dance Supplies	59.73
0	03/22/2016	Recreation Fund	Operating Supplies	Target- CC	Sprouts & Open House Supplies	41.95
0	03/22/2016	Recreation Fund	Operating Supplies	USPS-CC	Return Shipping	11.35
80999	03/24/2016	Recreation Fund	Operating Supplies	The Vernon Company	Rosefest Buttons	901.66
Operating Supplies Total:						7,110.11

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
80960	03/24/2016	Recreation Fund	Overpayment of Program Fees	Adele Groethe	Preschool Gymnastic Class Refund	88.00
Overpayment of Program Fees Total:						88.00
0	03/30/2016	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	2,776.00
PERA Employee Ded Total:						2,776.00
0	03/30/2016	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	2,776.00
0	03/30/2016	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	427.11
PERA Employer Share Total:						3,203.11
81002	03/31/2016	Recreation Fund	Professional Services	AARP	AARP Driving Class	280.00
80938	03/24/2016	Recreation Fund	Professional Services	Ian Bahn	Novice Speedskating Coach	135.00
80940	03/24/2016	Recreation Fund	Professional Services	Courtney Bowman	Basketball Scorekeeper	121.00
80942	03/24/2016	Recreation Fund	Professional Services	Erin Carter	Novice Speedskating Coach	155.00
80950	03/24/2016	Recreation Fund	Professional Services	Samantha Eide	Novice Speedskating Coach	135.00
80953	03/24/2016	Recreation Fund	Professional Services	Emma Fink	Novice Speedskating Coach	120.00
80956	03/24/2016	Recreation Fund	Professional Services	Paul Gangl	Novice Speedskating Coach	35.00
80963	03/24/2016	Recreation Fund	Professional Services	McKinley Hanson	Novice Speedskating Coach	140.00
80965	03/24/2016	Recreation Fund	Professional Services	Katy Herman	Novice Speedskating Coach	100.00
80971	03/24/2016	Recreation Fund	Professional Services	Sarah Kortum	Basketball Scorekeeping	66.00
0	03/24/2016	Recreation Fund	Professional Services	Willie McCray	Referee, Scorekeeper Service	608.00
0	03/31/2016	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,282.50
0	03/31/2016	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,311.00
80976	03/24/2016	Recreation Fund	Professional Services	Colton Mishek	Novice Speedskating Coach	155.00
80977	03/24/2016	Recreation Fund	Professional Services	Nasruden Mohamed	Basketball Scorekeeping	72.00
0	03/24/2016	Recreation Fund	Professional Services	Susan Perry	Yoga Instruction	197.50
80984	03/24/2016	Recreation Fund	Professional Services	Bill Pringle	Basketball Scorekeeping	96.00
80991	03/24/2016	Recreation Fund	Professional Services	George Sigstad	Basketball Scorekeeping	120.00
81000	03/24/2016	Recreation Fund	Professional Services	Abdiaziz Wako	Basketball Scorekeeping	66.00
Professional Services Total:						5,195.00
81008	03/31/2016	Recreation Fund	Rental	BRC Rentals Inc.	Fork Lift Rental	230.00
Rental Total:						230.00
0	03/30/2016	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	1,816.31

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
State Income Tax Total:						1,816.31
81048	03/31/2016	Recreation Fund	Telephone	Sprint	Cell Phones	83.78
Telephone Total:						83.78
80947	03/24/2016	Recreation Fund	Utilities	Comcast	High Speed Internet	247.20
0	03/31/2016	Recreation Fund	Utilities	Xcel Energy	Skating Center	37,073.72
Utilities Total:						37,320.92
Fund Total:						83,459.46
81036	03/31/2016	Sanitary Sewer	15-02 Victoria Street Recon	Outdoor Lab Landscape Design, Inc	Wall Repairs & Installation	1,492.50
15-02 Victoria Street Recon Total:						1,492.50
81001	03/31/2016	Sanitary Sewer	Cleanup Assistance	911 Restoration of Minneapolis	Water Damage Mitigation-1766 Alta '	4,728.49
Cleanup Assistance Total:						4,728.49
0	03/30/2016	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	1,112.79
Federal Income Tax Total:						1,112.79
0	03/30/2016	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	168.02
0	03/30/2016	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	718.33
FICA Employee Ded. Total:						886.35
0	03/30/2016	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	718.33
0	03/30/2016	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	168.02
FICA Employers Share Total:						886.35
81037	03/31/2016	Sanitary Sewer	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	14.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employee Total:	14.93
0	03/31/2016	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.03.2016 ICMA Defe	34.98
					ICMA Def Comp Total:	34.98
81033	03/31/2016	Sanitary Sewer	Medical Ins Employee	NJPA	Health Insurance Premium	1,512.02
					Medical Ins Employee Total:	1,512.02
81033	03/31/2016	Sanitary Sewer	Medical Ins Employer	NJPA	Health Insurance Premium	2,482.06
					Medical Ins Employer Total:	2,482.06
0	03/30/2016	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	120.45
					MN State Retirement Total:	120.45
0	03/30/2016	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	62.33
					MNDCP Def Comp Total:	62.33
0	03/22/2016	Sanitary Sewer	Operating Supplies	Amazon.com- CC	Valve Boxes	361.12
0	03/22/2016	Sanitary Sewer	Operating Supplies	Fastenal Company Inc.	Hard Hat	23.65
0	03/31/2016	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Funnel, Gloves	48.49
0	03/22/2016	Sanitary Sewer	Operating Supplies	Harbor Freight Tools-CC	Tools	249.16
0	03/22/2016	Sanitary Sewer	Operating Supplies	Menards-CC	Tools	56.60
0	03/22/2016	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-CC	Doorstop	12.30
0	03/22/2016	Sanitary Sewer	Operating Supplies	Tools Plus-CC	Magna Trak Magnetic Locator	525.00
0	03/22/2016	Sanitary Sewer	Operating Supplies	Verizon-CC	Screen Protector	13.91
					Operating Supplies Total:	1,290.23
0	03/30/2016	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	782.93
					PERA Employee Ded Total:	782.93
0	03/30/2016	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	782.93
0	03/30/2016	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	120.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					PERA Employer Share Total:	903.38
80983	03/24/2016	Sanitary Sewer	Postage	Postmaster	Water Billing Postage-Acct: 8393	2,000.00
					Postage Total:	2,000.00
0	03/30/2016	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	477.07
					State Income Tax Total:	477.07
81052	03/31/2016	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct: 771707201	39.99
81052	03/31/2016	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct: 771707201	39.99
					Telephone Total:	79.98
0	03/31/2016	Sanitary Sewer	Utilities	Xcel Energy	Lift Stations	394.46
					Utilities Total:	394.46
80939	03/24/2016	Sanitary Sewer	Wagner Lift Station	Bolton & Menk, Inc.	Wagner Sanitary Sewer Lift Station	95.00
					Wagner Lift Station Total:	95.00
					Fund Total:	19,356.30
0	03/30/2016	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	108.82
					Federal Income Tax Total:	108.82
0	03/30/2016	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	13.84
0	03/30/2016	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	59.15
					FICA Employee Ded. Total:	72.99
0	03/30/2016	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	59.15
0	03/30/2016	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	13.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employers Share Total:	72.99
0	03/30/2016	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	8.99
					MN State Retirement Total:	8.99
0	03/30/2016	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	58.45
					PERA Employee Ded Total:	58.45
0	03/30/2016	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	58.45
0	03/30/2016	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	8.99
					PERA Employer Share Total:	67.44
0	03/30/2016	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	48.95
					State Income Tax Total:	48.95
					Fund Total:	438.63
80986	03/24/2016	Storm Drainage	15-02 Victoria Street Recon	Ramsey County	2016 Property Taxes-PIN: 14292324	1,162.00
					15-02 Victoria Street Recon Total:	1,162.00
0	03/31/2016	Storm Drainage	Clothing	North Image Apparel, Inc.	T-Shirts	84.50
					Clothing Total:	84.50
81012	03/31/2016	Storm Drainage	Contract Maintenance	Century Fence, Co	Fence Installation	1,525.00
81012	03/31/2016	Storm Drainage	Contract Maintenance	Century Fence, Co	Fence Installation	2,494.00
					Contract Maintenance Total:	4,019.00
80982	03/24/2016	Storm Drainage	Contractor Payments	Park Construction Company, Inc.	Pavement Management Project	14,590.12
					Contractor Payments Total:	14,590.12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	03/30/2016	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	1,002.66
Federal Income Tax Total:						1,002.66
0	03/30/2016	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	139.14
0	03/30/2016	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	594.89
FICA Employee Ded. Total:						734.03
0	03/30/2016	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	594.89
0	03/30/2016	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	139.14
FICA Employers Share Total:						734.03
81037	03/31/2016	Storm Drainage	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	21.66
HSA Employee Total:						21.66
0	03/31/2016	Storm Drainage	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.03.2016 ICMA Defe	52.50
ICMA Def Comp Total:						52.50
81033	03/31/2016	Storm Drainage	Medical Ins Employee	NJPA	Health Insurance Premium	320.01
Medical Ins Employee Total:						320.01
81033	03/31/2016	Storm Drainage	Medical Ins Employer	NJPA	Health Insurance Premium	1,374.12
Medical Ins Employer Total:						1,374.12
0	03/30/2016	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	94.77
MN State Retirement Total:						94.77
0	03/30/2016	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	39.59
MNDCP Def Comp Total:						39.59
0	03/24/2016	Storm Drainage	Office Supplies	Innovative Office Solutions	Office Supplies	64.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Office Supplies Total:	64.07
81020	03/31/2016	Storm Drainage	Operating Supplies	Erosion Works	Mulch Logs	420.00
					Operating Supplies Total:	420.00
0	03/30/2016	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	615.83
					PERA Employee Ded Total:	615.83
0	03/30/2016	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	94.77
0	03/30/2016	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	615.83
					PERA Employer Share Total:	710.60
80983	03/24/2016	Storm Drainage	Postage	Postmaster	Water Billing Postage-Acct: 8393	2,000.00
					Postage Total:	2,000.00
81050	03/31/2016	Storm Drainage	Professional Services	Sheila Stowell	Mileage Reimbursement	4.70
81050	03/31/2016	Storm Drainage	Professional Services	Sheila Stowell	PWET Meeting Minutes	81.25
					Professional Services Total:	85.95
0	03/30/2016	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	417.66
					State Income Tax Total:	417.66
					Fund Total:	28,543.10
80982	03/24/2016	Street Construction	Contractor Payments	Park Construction Company, Inc.	Pavement Management Project	8,083.40
80982	03/24/2016	Street Construction	Contractor Payments	Park Construction Company, Inc.	Pavement Management Project	9,940.83
					Contractor Payments Total:	18,024.23
					Fund Total:	18,024.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	03/30/2016	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	565.37
Federal Income Tax Total:						565.37
0	03/30/2016	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	436.05
0	03/30/2016	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	101.97
FICA Employee Ded. Total:						538.02
0	03/30/2016	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	436.05
0	03/30/2016	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	101.97
FICA Employers Share Total:						538.02
81037	03/31/2016	Telecommunications	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	9.13
HSA Employee Total:						9.13
81033	03/31/2016	Telecommunications	Medical Ins Employee	NJPA	Health Insurance Premium	425.17
Medical Ins Employee Total:						425.17
81033	03/31/2016	Telecommunications	Medical Ins Employer	NJPA	Health Insurance Premium	8,182.74
Medical Ins Employer Total:						8,182.74
0	03/22/2016	Telecommunications	Memberships & Subscriptions	Facebook-CC	Page Likes	66.92
0	03/22/2016	Telecommunications	Memberships & Subscriptions	MAGC-CC	Membership Dues-Bowman	75.00
Memberships & Subscriptions Total:						141.92
0	03/30/2016	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	70.48
MN State Retirement Total:						70.48
0	03/30/2016	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	358.75
MNDCP Def Comp Total:						358.75
0	03/24/2016	Telecommunications	Operating Supplies	Innovative Office Solutions	Office Supplies	6.26
0	03/22/2016	Telecommunications	Operating Supplies	UMX Inc-CC	Lanyards	244.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						250.26
0	03/30/2016	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	458.15
PERA Employee Ded Total:						458.15
0	03/30/2016	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	458.15
0	03/30/2016	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	70.48
PERA Employer Share Total:						528.63
81022	03/31/2016	Telecommunications	Professional Services	Granicus, Inc.	Citizen Participation Suite Managed S	1,200.00
Professional Services Total:						1,200.00
0	03/30/2016	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	249.12
State Income Tax Total:						249.12
Fund Total:						13,515.76
81017	03/31/2016	Telephone	Contract Maintenance	Datalink	Datalink Residency Services	255.00
Contract Maintenance Total:						255.00
81014	03/31/2016	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink Communications	Telephone	9.04
81013	03/31/2016	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	38.96
81013	03/31/2016	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	110.28
81013	03/31/2016	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	98.89
81027	03/31/2016	Telephone	PSTN-PRI Access/DID Allocation	Integra	Telephone	309.87
PSTN-PRI Access/DID Allocation Total:						567.04
Fund Total:						822.04
80949	03/24/2016	TIF District #17-Twin Lakes	Contractor Payments	Dahlen, Dwyer & Foley Inc.	Appraisal Reports	7,950.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contractor Payments Total:						7,950.00
0	03/24/2016	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	Twin Lakes Parkway Construction Se	1,068.68
Professional Services Total:						1,068.68
0	03/24/2016	TIF District #17-Twin Lakes	Twin Lakes Area East Collector	SRF Consulting Group, Inc.	Twin Lakes Collector Preliminary De	6,878.16
Twin Lakes Area East Collector Total:						6,878.16
0	03/24/2016	TIF District #17-Twin Lakes	Twin Lakes Area Signals	SRF Consulting Group, Inc.	Twin Lakes Area Traffic Signals	10,427.46
Twin Lakes Area Signals Total:						10,427.46
0	03/24/2016	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	SRF Consulting Group, Inc.	I-35W Interchange at Cleveland Ave	695.74
Twin Lakes I-35W Ramp Total:						695.74
Fund Total:						27,020.04
80943	03/24/2016	Water Fund	Accounts Payable	CBS GRIFFIN COMPANIES	Refund Check	343.76
81010	03/31/2016	Water Fund	Accounts Payable	CCJV1, LLC	Refund Check	167.43
81016	03/31/2016	Water Fund	Accounts Payable	Cushman & Wakefield/North Marq	Water Bill Refund Check Reissue	2,661.10
81018	03/31/2016	Water Fund	Accounts Payable	MARIA DE LA O CARBALLO	Refund Check	57.48
81021	03/31/2016	Water Fund	Accounts Payable	ESTATE OF GERALD LEON CAF	Refund Check	169.76
80958	03/24/2016	Water Fund	Accounts Payable	AUSTINA GEIGER	Refund Check	72.37
80959	03/24/2016	Water Fund	Accounts Payable	EVA GONYER	Refund Check	19.16
80962	03/24/2016	Water Fund	Accounts Payable	WILLIAM HANSEN	Refund Check	188.71
81025	03/31/2016	Water Fund	Accounts Payable	J HELWEGEN	Refund Check	65.39
80972	03/24/2016	Water Fund	Accounts Payable	LASHAWN LOLLIE	Refund Check	86.50
81031	03/31/2016	Water Fund	Accounts Payable	MS RELOCATION SERVICES	Refund Check	162.48
81034	03/31/2016	Water Fund	Accounts Payable	PATRICK ODEN	Refund Check	82.26
80987	03/24/2016	Water Fund	Accounts Payable	WILFRED REED	Refund Check	285.63
81042	03/31/2016	Water Fund	Accounts Payable	REO RESULTS GROUP	Refund Check	167.59
81043	03/31/2016	Water Fund	Accounts Payable	SUSAN SHIVERS & RICHARD P/	Refund Check	97.77
81045	03/31/2016	Water Fund	Accounts Payable	DENIS SARSLOW	Refund Check	155.01
81046	03/31/2016	Water Fund	Accounts Payable	JOHN SHEA	Refund Check	263.58
81051	03/31/2016	Water Fund	Accounts Payable	ELEANOR SUNESON	Refund Check	173.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Accounts Payable Total:						5,219.02
80985	03/24/2016	Water Fund	Contract Maintenance	Q3 Contracting, Inc.	Sign, Barricade Rental	561.25
80985	03/24/2016	Water Fund	Contract Maintenance	Q3 Contracting, Inc.	Sign, Barricade Rental	153.00
Contract Maintenance Total:						714.25
80982	03/24/2016	Water Fund	Contractor Payments	Park Construction Company, Inc.	Pavement Management Project	50,949.62
Contractor Payments Total:						50,949.62
0	03/30/2016	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Federal Incc	1,551.38
Federal Income Tax Total:						1,551.38
0	03/30/2016	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	1,028.21
0	03/30/2016	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	240.45
FICA Employee Ded. Total:						1,268.66
0	03/30/2016	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 Medicare E	240.45
0	03/30/2016	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00003.03.2016 FICA Empl	1,028.21
FICA Employers Share Total:						1,268.66
81037	03/31/2016	Water Fund	HSA Employee	Premier Bank	PR Batch 00003.03.2016 HSA Empl	76.97
HSA Employee Total:						76.97
0	03/31/2016	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00003.03.2016 ICMA Defe	65.02
ICMA Def Comp Total:						65.02
81033	03/31/2016	Water Fund	Medical Ins Employee	NJPA	Health Insurance Premium	396.52
Medical Ins Employee Total:						396.52
81033	03/31/2016	Water Fund	Medical Ins Employer	NJPA	Health Insurance Premium	2,080.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Medical Ins Employer Total:						2,080.94
0	03/30/2016	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00003.03.2016 Post Emplo	162.13
MN State Retirement Total:						162.13
0	03/30/2016	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00003.03.2016 MNDCP De	114.86
MNDCP Def Comp Total:						114.86
0	03/22/2016	Water Fund	Office Supplies	Blanks-USA-CC	Door Hanger Paper	105.68
Office Supplies Total:						105.68
0	03/31/2016	Water Fund	Operating Supplies	Aggregate Industries-MWR, Inc.	Road Base	689.08
0	03/22/2016	Water Fund	Operating Supplies	Amazon.com- CC	Valve Boxes	361.12
0	03/24/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	772.64
0	03/31/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	434.55
0	03/31/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	277.60
0	03/31/2016	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Credit	-372.03
0	03/24/2016	Water Fund	Operating Supplies	Grainger Inc	Socket Set, Knee Pad Inserts	84.29
0	03/24/2016	Water Fund	Operating Supplies	Grainger Inc	Wrenches	124.44
0	03/24/2016	Water Fund	Operating Supplies	Grainger Inc	Wrench, Clothing	156.06
0	03/22/2016	Water Fund	Operating Supplies	Menards-CC	16 Gallon Wet/Dry	127.48
0	03/22/2016	Water Fund	Operating Supplies	Sears-CC	Tools	163.87
80998	03/24/2016	Water Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	48.00
Operating Supplies Total:						2,867.10
0	03/30/2016	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,054.01
PERA Employee Ded Total:						1,054.01
0	03/30/2016	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera Emplo	1,054.01
0	03/30/2016	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00003.03.2016 Pera additio	162.13
PERA Employer Share Total:						1,216.14
80983	03/24/2016	Water Fund	Postage	Postmaster	Water Billing Postage-Acct: 8393	2,000.00

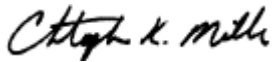
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Postage Total:						2,000.00
81056	03/31/2016	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Locating Service	1,286.81
Professional Services Total:						1,286.81
81038	03/31/2016	Water Fund	Rental	Q3 Contracting, Inc.	Barricade, Sign Rental	106.40
Rental Total:						106.40
0	03/30/2016	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00003.03.2016 State Incom	656.44
State Income Tax Total:						656.44
0	03/31/2016	Water Fund	Utilities	Xcel Energy	Water Tower	4,219.56
Utilities Total:						4,219.56
0	03/24/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Supplies	393.69
0	03/31/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Supplies	2,429.42
0	03/31/2016	Water Fund	Water Meters	Ferguson Waterworks #2516	Meter Supplies	781.87
0	03/24/2016	Water Fund	Water Meters	Goodin Corp.	Meter Supplies	78.87
81055	03/31/2016	Water Fund	Water Meters	Viking Electric Supply, Inc.	Vinyl Tape	48.40
Water Meters Total:						3,732.25
Fund Total:						81,112.42
Report Total:						901,953.16

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 04/11/2016
Item No.: 9.b

Department Approval

City Manager Approval



Item Description: Approval of 2016 Business and Other Licenses.

BACKGROUND

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

Massage Therapist License

Carlita Williams
MRT Massage
2353 Rice Street
Roseville, MN 55113

Temporary On-Sale Liquor License

Rotary Club of Roseville
2233 Hamline Ave N, Suite 620
Roseville, MN 55113

The Rotary Club of Roseville is hosting their “Taste of Roseville” event at the Muriel Sahlin Arboretum at Central Park in Roseville. The alcohol will be provided by Cellar’s Wine, which holds a current Off-Sale Liquor License. Per City Code, a security plan has been created and approved by the Roseville PD.

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

The correct fees were paid to the City at the time the application(s) were made.

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s).

REQUESTED COUNCIL ACTION

Motion to approve the business and other license application(s) pending successful background checks.

Prepared by: Chris Miller, Finance Director

Attachments: A: Applications



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

Massage Therapist License

☒ New License

☐ Renewal

For the License Year Ending June 30, 2016

1. Full Legal Name (Please Print) Williams Carlita Danette

2. Home Address _____

3. Telephone _____

4. Date of Birth (mm/dd/yyyy) _____

5. Email Address _____

6. Driver's License Number _____ State of Issuance _____

7. Ethnicity: _____

8. Sex: _____

9. Have you ever used or been known by any name other than the legal name given in number 1 above?

☐ Yes

☒ No

If Yes, List each full name along with dates and places where used.

10. Name and address of the licensed Massage Therapy Establishment at which you expect to be employed:

MRT Massage

2353 Rice St. Roseville MN 55113

11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?

☒ Yes

Phoenix, AZ 85302

☐ No

12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? If yes, explain in detail on the back of this page.

☐ Yes

☒ No

☐ N/A

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks. (Note: Background checks may take up to 30 days to complete.)

Signature

Carlita Williams

Date

3-28-16

Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including proof of a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.

License Fee is \$100.00 (prorated quarterly)



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
Rotary Club Of Roseville		May 7, 1970		23-7068538	
Address		City	State	Zip Code	
2233 Hamline Ave N, Suite 620		Roseville	Minnesota	55113	
Name of person making application		Business phone		Home phone	
David Kray		763-792-3621			
Date(s) of event		Type of organization			
June 23, 2016		☐ Club ☒ Charitable ☐ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Terry Carlson		Roseville	Minnesota	55113	
Organization officer's name		City	State	Zip Code	
			MN		
Organization officer's name		City	State	Zip Code	
			MN		
Organization officer's name		City	State	Zip Code	
			MN		

Location where permit will be used. If an outdoor area, describe.
Roseville Central Park Muriel Sahlin Arboretum

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Celler's Wine, 2701 Lincoln Drive, Roseville, MN 55113

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

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

TEMPORARY ON SALE LICENSE IN CENTRAL PARK - SECURITY PLAN

1. TYPE OF ENTERTAINMENT ESTABLISHMENT WILL OFFER: This adult oriented food, wine and beer sampling event will feature music by the Roseville Lutheran Church Jazz Band and acasstical quitorist Rick Vander wall
2. DATES AND HOURS OF TEMPORARY ON SALE LIQUOR: "Sample Pours" will be provided from 5:00 pm until 8:00 pm on 6/23/16.
3. NUMBER/UTILIZATON OF SECURITY PERSONNEL: Hiring two Roseville police officers for this event. Rotary volunteers will be checking ID's at entry and issuing color coded wrist bands as well as periodically checking ID's of any suspicious underage attendees with wrong colored wristbands.
4. CONTROL AND CLEARANCE OF PARKING LOT: Rotary volunteers will periodically check lots and shuffle drivers will keep an eye on parking lots. Rotary volunteers will sweep lots and pick up trash from the event before leaving.
5. UNRULY PATRONS: Alert the two Roseville police officers at this event.
6. PATRONS WHO ARE INTOXICATED: Alert the two Roseville police officers at this event.
7. PATRONS PRESENTING FALSE IDENTIFICATIONS: Alert the two Roseville police officers at this event
8. CONTROL/SUPERVISION OF PATRONS UNDER 21 YEARS OF AGE: Issue color coded wrist bands at entry with one color for those of age and a different color for those under 21 years of age. Inform all vendors of the color coded wristband system. Periodically check vendor employee compliance, as they are typically underage.
9. CIRCUMSTANCES UNDER WHICH THE POLICE WILL BE CALLED:
Two Roseville police officers will be at this event
10. HANDLING OF PHYSICAL DISTURBANCES, INCLUDING FIGHTS: Alert the two Roseville police officers
11. NAMES AND CONTACT INFORMATION FOR ALL MANAGEMENT EMPLOYEES: Rotary volunteers
Bill Kaufenberg 612-363-6123
Jerry Hromatka 612-669-7874
Doug Anderson 651-336-5067

SITE SECURITY PLAN SUBMITTED BY:

David Kray - Facilities

Print Name and Title

David Kray 4/1/16

Signature and Date

612-747-7385

Contact Telephone Number

POLICE REVIEW AND APPROVED BY:

LORNE R. ROSAND 10MET. LT

Print Name and Title

Lorne R. Rosand 04-04-2016

Signature and Date

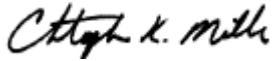
651-792-7211

Contact Telephone Number

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 4/11/2016
Item No.: 9.c

Department Approval



City Manager Approval



Item Description: Approve General Purchases or Sale of Surplus Items Exceeding \$5,000

BACKGROUND

City Code section 103.05 establishes the requirement that all general purchases and/or contracts in excess of \$5,000 be approved by the Council. In addition, State Statutes require that the Council authorize the sale of surplus vehicles and equipment.

General Purchases or Contracts

City Staff have submitted the following items for Council review and approval:

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
IT	CDW Government Inc.	McAfee anti-virus license renewal	A	\$ 4,000.00	\$ 16,980.00	Budget
Streets	AAA Striping	Pavement Painting	B	12,200.00	7,204.00	Budget
Path/Parking Lots	Bituminous Roadways	Parking Lot Resurfacing	B	180,000.00	77,130.00	CIP
Police	Streichers	Long Gun Replacements		26,000.00	25,340.00	CIP

Comments/Description:

- a) Metro I-Net shared licensing. Roseville's portion is only \$3,560.
- b) Represents lowest of three bids.

Sale of Surplus Vehicles or Equipment

City Staff have identified surplus vehicles and equipment that have been replaced and/or are no longer needed to deliver City programs and services. These surplus items will either be traded in on replacement items or will be sold in a public auction or bid process. The items include the following:

<u>Department</u>	<u>Item / Description</u>

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

Funding for all items is provided for in the current operating or capital budget.

23 **STAFF RECOMMENDATION**

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

26 **REQUESTED COUNCIL ACTION**

27 Motion to approve the attached list of general purchases and contracts for services and where
28 applicable; the trade-in/sale of surplus equipment.

29

30

Prepared by: Chris Miller, Finance Director
Attachments: A: 2016 CIP Purchase Summary

31

City of Roseville

Updated February 29, 2016

2016 Summary of Scheduled CIP Items

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Administration					
Voting Equipment		\$ -	\$ 9,000	\$ -	\$ 9,000
Office Furniture		-	5,000	-	5,000
Finance					
Software Acquisition		-	20,000	-	20,000
Central Services					
Copier & Postage Machine Lease		-	77,840	8,898	68,942
Police					
Marked Squad Car Replacements	1/11/2016	78,495	132,000	170	131,830
Unmarked Vehicle Replacement	1/11/2016	52,112	24,000	-	24,000
Park Patrol Vehicle Replacement		-	10,500	-	10,500
Vehicle Tools & Equipment		-	11,855	-	11,855
Vehicle Computers & Printers		-	19,760	-	19,760
K9		-	16,000	-	16,000
Sidearms, Long-Guns, Non-Lethal Equip.		-	18,080	700	17,380
Tactical Gear	1/11/2016	10,800	11,330	-	11,330
Crime Scene Equipment		-	4,000	-	4,000
Radio Equipment	2/22/2016	13,588	15,500	-	15,500
Office Equipment	2/8/2016	5,390	9,225	-	9,225
Office Furniture		-	8,400	525	7,875
Kitchen Items		-	4,635	3,463	1,172
Fire					
SCBA's		-	350,000	263,360	86,640
Training Equipment		-	3,000	-	3,000
Air Monitoring Equipment		-	5,000	-	5,000
Rescue Equipment		-	15,000	4,166	10,834
Public Works					
Vehicle Replacement: Engineering	1/25/2016	20,800	25,000	-	25,000
Vehicle Replacement: 1-ton		-	33,000	-	33,000
Vehicle Replacement: 3/4-ton	1/25/2016	25,539	27,500	-	27,500
Vehicle Replacement: Wheel Loader	1/25/2016	126,918	205,000	94,181	110,819
Vehicle Replacement: Bobcat		-	22,000	-	22,000
Vehicle Replacement: Sign Truck		-	50,000	-	50,000
Office Furniture		-	5,000	-	5,000
Parks & Recreation					
Grader		-	45,000	-	45,000
Trailer		-	5,000	-	5,000
Sweeper		-	8,000	-	8,000
Mower Blade Sharpener		-	10,000	-	10,000

City of Roseville

Updated February 29, 2016

2016 Summary of Scheduled CIP Items

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
General Facility Improvements					
Replace Rooftop Heat/AC		-	20,000	-	20,000
Replace garage Co Ra Vac Heaters		-	60,000	-	60,000
Door Card Reader		-	10,000	-	10,000
Update Flooring CH/PD		-	75,000	-	75,000
City Hall Entrance Walkway Improvements		-	15,000	-	15,000
Card Access System Replacement		-	40,000	-	40,000
Brimhall Gymnasium		-	5,000	-	5,000
Central Park Gymnasium		-	5,000	-	5,000
Commons: Electronic Lock System		-	50,000	-	50,000
Arena: Mezzanine Glass System		-	15,000	-	15,000
OVAL: Cooling Tower		-	85,000	-	85,000
OVAL: Micro Processors		-	50,000	-	50,000
OVAL: Bathroom Partitions		-	7,500	-	7,500
OVAL: Zamboni		-	115,000	-	115,000
Information Technology					
Computer Replacements		-	91,750	-	91,750
Printers & Copiers		-	19,800	-	19,800
Network Equipment	Various	57,810	87,995	15,021	72,974
Server Room Cooling		-	18,000	-	18,000
Surveillance Cameras (40)		-	11,250	-	11,250
Telephone Handsets (283)		-	40,000	-	40,000
Office Furniture		-	25,000	-	25,000
Park Improvements					
Tennis & Basketball Courts		-	10,000	-	10,000
Shelters & Structures		-	51,500	-	51,500
Volleyball & Bocce Ball Courts		-	15,000	-	15,000
Pathway Lighting		-	25,000	-	25,000
PIP Items		-	200,000	461	199,539
Natural Resources		-	50,000	-	50,000
Street Improvements					
Improvements		-	2,100,000	55,841	2,044,159
Street Lighting					
Improvements		-	25,000	-	25,000
Pathways (Existing)					
Improvements		-	180,000	2,920	177,080
Communications					
Conference Room Equipment		-	4,500	-	4,500
Other Equipment		-	10,000	-	10,000
License Center					
General Office Equipment		-	1,000	-	1,000
Office Painting		-	6,500	-	6,500
Office Carpetting		-	15,000	-	15,000
Community Development					
Computer Replacements		-	4,300	-	4,300
Permit Database Conversion		-	3,000	-	3,000
Online Permit/Scheduling Software		-	20,000	-	20,000
Office Furniture		-	1,000	-	1,000

City of Roseville

Updated February 29, 2016

2016 Summary of Scheduled CIP Items

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Water					
Trench Box Replacement		-	30,000	-	30,000
Watermain Replacement	2/8/2016	94,017	900,000	5,694	894,306
Other Equipment		-	-	7,043	(7,043)
Sanitary Sewer					
Vehicle Replacement: 1-ton		-	40,000	-	40,000
Wacker Compactor Replacement		-	25,000	-	25,000
Galtier LS Rehab		-	400,000	95	399,905
Sewer Main Repairs		-	1,000,000	-	1,000,000
I & I Reduction		-	100,000	-	100,000
Storm Sewer					
Compost Turner		-	160,000	-	160,000
Pond improvements/Infiltration		-	300,000	-	300,000
Storm Sewer Replacement/Rehabilitation	3/14/2016	44,000	400,000	113,088	286,912
Golf Course					
Gas Pump Replacement		-	10,000	-	10,000
Greens Mower		-	30,000	-	30,000
Course Netting/Deck/Shelter		-	12,000	-	12,000
Clubhouse Roof Replace		-	33,000	-	33,000
Clubhouse / Carpeting / Flooring		-	12,000	-	12,000
Sidewalk/Exterior repairs		-	8,000	-	8,000
Irrigation System Upgrades		-	24,000	-	24,000
Total - All Items			\$8,257,720	\$ 575,625	\$7,682,095

REQUEST FOR COUNCIL ACTION

Date: 4/11/2016
Item No.: 9.d

Department Approval



City Manager Approval



Item Description: Request for Approval for a Training Agreement Between the East Metro Public Safety Training Facility and the City of Roseville.

BACKGROUND

The Fire Department is required to conduct live fire training annually as part of its continued certifications and standards programs. The newly built fire station allows us to meet most of our training requirement in-house with the exception of live fire training.

The newly completed East Metro Public Safety Training Facility, has several options which allow for live burn training. The Fire Department is requesting to enter into a training agreement for use of the live burn training building on an annual basis.

In past years we have utilized both the St. Paul training site and Minneapolis training site for completion of our required live burn training.

FINANCIAL IMPACTS

The cost of the annual training costs would be about \$800-1,000 which is included in our current training budget.

STAFF RECOMMENDATION

Staff recommends Council approval of a Training Agreement between the East Metro Public Safety Training Facility and the City of Roseville.

REQUESTED COUNCIL ACTION

Authorize the Fire Department enter into a Training Agreement between the East Metro Public Safety Training Facility and the City of Roseville.

Prepared by: Timothy O'Neill, Fire Chief
Attachments: A: Agreement with East Metro Public Safety Training

AGREEMENT

AGREEMENT made this 15th day of March, 2016 by and between the EAST METRO PUBLIC SAFETY TRAINING FACILITY, a Minnesota municipal corporation ("East Metro Public Safety Training Facility"), and City of Roseville Fire Department ("Tenant").

1. Use Fire Training Facility. East Metro Public Safety Training Facility hereby leases to Tenant and Tenant hereby leases from East Metro Public Safety Training Facility the fire training facility located at 1881 Century Avenue North, Maplewood, Minnesota 55109.

2. Term. The Tenant may use the facility as desired for a period of one (1) year from the date of execution of the this lease, subject to availability and pursuant to the terms contained herein regarding hourly-rates, consumables, insurance, etc. Tenant shall schedule with the Training Site Coordinator for use of the facility and Tenant-use will be on a first-come-first-served basis subject to availability. This Lease may be restated and/or amended and renewed annually.

3. Fees. For the use of the East Metro Public Safety Training Facility the Tenant shall pay for time and for all consumables listed in Appendix A (tenant will pay based on the facility actually used and for consumable items actually used). A training site manager must be on-site for all training and Facility shall provide one if needed by Tenant at the rate set in Appendix A. The total cost of such rental periods shall be determined and invoiced by Maplewood Fire. Payment shall be made no more than ten (30) days following the use of the facility by the Tenant or receipt of the invoice for the use, whichever is sooner.

3a. Cancellation Fee. A cancellation fee of \$200.00 will be charged if the cancellation is made within less than 24 hours of the scheduled rental; if more than 24 hours notice is given, there will be no charge for the cancellation.

4. Insurance. Tenant shall take out and maintain until six (6) months after use of the facility general liability insurance covering personal injury, including death, which may arise out of the Tenant's use of the fire training facility and equipment owned by East Metro Public Safety Training Facility. Limits for bodily injury and death shall not be less than \$1,000,000.00 for one person or occurrence (or the tort liability limits set by legislation for municipalities, currently set at \$1,500,000.00 (Minn. Stat. § 466.04). East Metro Public Safety Training Facility shall be named as an additional insured on the policy and the Tenant shall file with East Metro Public Safety Training Facility a certificate evidencing coverage at least ten (10) days before Tenant's use of the fire training facility. The certificate shall provide that East Metro Public Safety Training Facility must be given ten (10) days advance written notice of the cancellation of the insurance.

5. Indemnification. Tenant shall hold East Metro Public Safety Training Facility, cities and its officers, employees, and agents harmless from claims made by itself and third parties for claims including, but not limited to, personal injury, wrongful death, and property damage resulting from Tenant's use of the fire training facility and equipment owned by East Metro Public Safety Training Facility. Tenant shall indemnify East Metro Public Safety Training Facility, its officers, employees, and agents for all reasonable costs, damages, judgments or expenses which East Metro Public Safety Training Facility may pay or incur in consequence of such claims, including attorney's fees. These indemnifications

are subject to the tort liability limits set by legislation for municipalities, currently set at \$1,500,000.00 (Minn. Stat. § 466.04), for those Tenants that are municipalities.

6. Maintenance. Tenant shall maintain the fire training facility and equipment owned by East Metro Public Safety Training Facility in as good a condition as it was in before its use by Tenant. Tenant shall be responsible for any damage to the fire training facility and equipment as a result of its use and shall promptly reimburse East Metro Public Safety Training Facility for any cost of repair. Tenant shall clean the facility and equipment after use by Tenant. If facility is left in disrepair or unclean Facility shall be cleaned or caused to be cleaned by the site manager and the costs involved to Tenant,

7. Policies and Procedures. The Tenant shall follow the policies and procedures adopted by East Metro Public Safety Training Facility and disseminated to all lessees.

8. Site Manager. East Metro Public Safety Training Facility shall appoint a training site manager to monitor the use of the equipment and fire training facility for Facility and for Tenants that do not have sufficient staff to perform the training and monitoring required (per section 3 above). Tenant shall comply with all instructions received from the training site manager and in cases of conflicting instruction(s), the facility's appointed site manager's decision shall be final. This shall not relieve Tenant from any other undertaking and responsibility under the terms of this Agreement or requirements of the Policies and Procedures.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and
year first above written.

EAST METRO PUBLIC SAFETY
TRAINING FACILITY

BY: _____
Steve Lukin, Fire Chief

TENANT:

East Metro Training Facility Fees and Rental Rates

Facility fees are for a **2-hour minimum** with an additional hourly rate for additional time.
Rates are subject to change or review annually.

Facility Rental	2-hour Minimum Fee	Additional Cost per Hour
Burn Tower: Class A Live Fire <i>(Not including consumables)</i>	\$500	\$250
Burn House: Class B Live Fire <i>(Includes consumables-Smoke/Propane)</i>	\$700	\$350
Burn Tower: Other Use	\$350	\$175
Burn House: Other Use	\$350	\$175
Drill Pad Only	\$150	\$75
Facility Cancellation Fee <i>(under 24-hours/no show)</i>	\$200	n/a
Fees - Props, Tools & Consumables	2-hour Minimum Fee	Add/Hr
Hand Tools	Per tool	\$10
Rescue Mannequin	\$40	\$20
Plywood or Particle Board (4' x 8' sheet)	Per Sheet	\$20/Per sheet
Pallets	Per Pallet	\$6/Per Pallet
Straw	Per Bale	\$10/Per Bale
Power Tools <i>(includes fuel cost)</i>	Per Tool	\$25
Smoke Machine <i>(includes consumables)</i>	\$100	\$25
Forcible Entry Prop	\$200	\$100
Additional EMTF Safety Officer/Instructional Assistance	Per Hour	\$50
EMTF Training Site Manager <i>(Required*)</i>	\$150	\$75

*EMTF Training Site Manager is required to ensure compliance with EMTF policies and procedures. The site manager will check the renter in and confirm acknowledgement of rules and site use needs. At completion of any training evolution, the renter will be required to do a walkthrough of the training areas used with the Training Site Manager. Confirmation of site use, consumables use, and documentation of any damage or issues will be verified at the end of the time period.

If requested the Training Site Manager can assist with operation of Class B props if the renter does not have an approved instructor.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 9.e

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Bid for 2016 Pavement Management Project

BACKGROUND

The 2016 Pavement Management Project consists of mostly street mill and overlay projects and a few street reclaim projects. The project also includes some watermain and sanitary sewer forcemain replacement. Plans and specifications were developed for the project and bids were solicited in March.

The bids were opened at 1 p.m. on Tuesday, April 5, 2016. Four qualified bids were received for this year's project. After thorough review of the bids received staff recommends awarding the following work as a part of the 2016 Pavement Management Project:

P-16-04 Mill and Overlay Project – Approximately 4.7 miles of roadway (See Attachment B for the street segments in the 2016 Pavement Management Program)

P-16-04 WATERMAIN REPLACEMENT

- Terrace Drive (County Road C to Dale Street)
- Farrington Street (Iona Lane to County Road C2)

P-16-04 SANITARY FORCEMAIN IMPROVEMENTS

- Dale Street Lift Station (Along South Owasso Boulevard and Heinel Drive)
- Galtier Lift Station (Along Galtier Street, County Road C2, and Farrington Street)

POLICY OBJECTIVE

Based on past practice, the City Council has awarded the contract to the lowest responsible bidder. For the 2016 Pavement Management Project, the apparent low bid is T.A. Schifsky & Sons, Inc. of North St Paul, Minnesota. The following is a summary of the bids received for this project:

Contractor	Bid
T.A. Schifsky & Sons, Inc.	\$2,737,436.80
Park Construction Co.	\$2,792,711.43
North Valley, Inc.	\$2,834,424.49
Hardrives, Inc.	\$2,996,742.76

22 **BUDGET IMPLICATIONS**

23 Staff received four bids for this project. The low bid submitted by T.A. Schifsky & Sons, Inc., in
24 the amount of \$2,737,436.80, is 14.68% lower than the engineer's construction estimate of
25 \$3,208,412.00. The bids were all lower than anticipated for the proposed project. The biggest
26 reason for this was the price for bituminous, which accounts for almost 40% of the total project
27 costs, came in much lower than was anticipated.

28 This project is proposed to be paid for using approximately \$730,500.00 of Municipal State Aid
29 funds, approximately \$1,146,936.80 from the Street Infrastructure Fund, approximately
30 \$360,000.00 from the Water Utility fund, approximately \$451,000.00 from the Sanitary Sewer
31 Utility fund, and approximately \$49,000.00 from the Storm Sewer Utility fund.

32 This project is proposed to be completed by October of 2016.

33 **STAFF RECOMMENDATION**

34 Staff recommends approval of a resolution awarding bid for the 2016 Pavement Management Project
35 in the amount of \$2,737,436.80 to T.A. Schifsky & Sons, Inc. of North St Paul, Minnesota.

36 **REQUESTED COUNCIL ACTION**

37 Approve resolution awarding bid for the 2016 Pavement Management Project in the amount of
38 \$2,737,436.80 to T.A. Schifsky & Sons, Inc. of North St Paul, Minnesota.

39 Prepared by: Jesse Freihammer, City Engineer
Attachments: A: Resolution
B: Map of 2016 PMP Area

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 11th day of April, 2016, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION AWARDING BIDS
FOR 2016 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Tuesday, April 5, at 1:00 p.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

Contractor	Bid
T.A. Schifsky & Sons, Inc.	\$2,737,436.80
Park Construction Co.	\$2,792,711.43
North Valley, Inc.	\$2,834,424.49
Hardrives, Inc.	\$2,996,742.76

WHEREAS, it appears that T.A. Schifsky & Sons, Inc. of North St Paul, Minnesota, is the lowest responsible bidder at the tabulated price of \$2,737,436.80.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with T.A. Schifsky & Sons, Inc. for \$2,737,436.80 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.
2. The City Manager is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids except the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

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

37

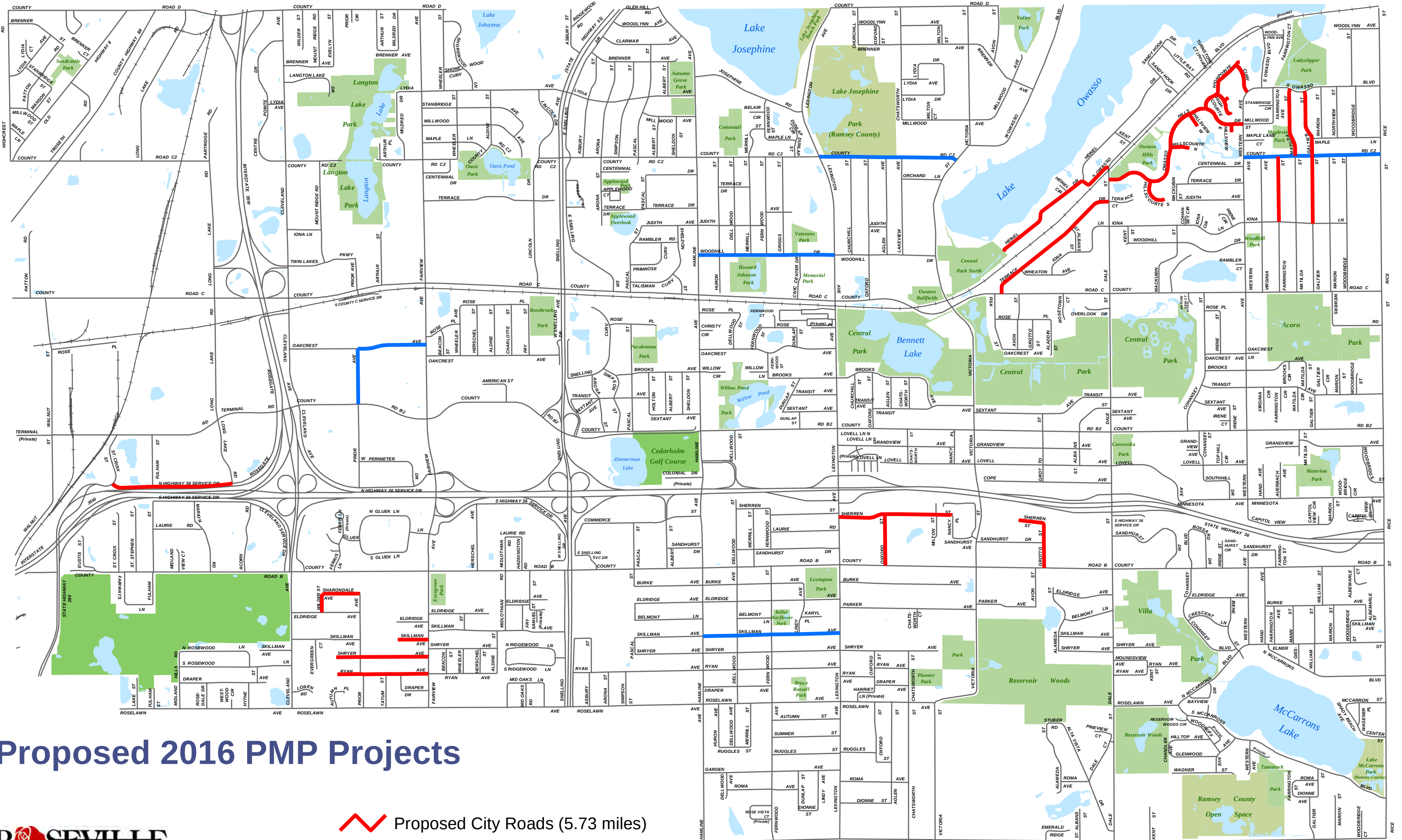
38 The motion for the adoption of the foregoing resolution was duly seconded by Member , and
39 upon vote being taken thereon, the following voted in favor thereof: ; and and the
40 following voted against the same: .

41

42 WHEREUPON said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Manager this 11th day of April, 2016.

(SEAL)



Proposed 2016 PMP Projects



Prepared by:
Engineering Department
January 11, 2016

- Proposed City Roads (5.73 miles)
- Proposed MSA Roads (2.45 miles)

Data Sources and Contacts:
* Ramsey County GIS Base Map (11/2/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2008), 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.

0 500 1000 1500 2000 Feet

mapdoc: Proposed2016PMP.mxd
map: Proposed2016PMP.pdf



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 9.f

Department Approval



City Manager Approval



Item Description: Award Contract for Engineering Services for Replacement of Cleveland Lift Station

BACKGROUND

Staff has identified a need to replace the Cleveland sanitary sewer lift station due to the age and condition of the structure and components. This lift station is located at 3033 Cleveland Avenue. The lift station currently provides sanitary sewer pumping for 27 homes and 19 commercial properties. This lift station has been identified as the top priority for replacement according to the City's recently completed Lift Station Needs Study. The City is also planning to replace the aging forcemain that runs 900 feet east from the lift station.

Staff has developed a scope of work for the engineering services needed to reconstruct this lift station. This includes preliminary engineering including soil borings, design, and preparation of bid documents, construction administration and inspection services, and preparation of operations manuals for this lift station. The schedule we proposed will allow us to award this project this summer for 2016 or 2017 construction.

Seven (7) proposals for this work were received. Staff reviewed and scored them utilizing a best value format. The following are the proposals received and the scoring by staff:

	Score	Design	Construction	Total Cost
Bolton & Menk, Inc.	97	\$34,360	\$17,170	\$51,530
SEH, Inc.	94.5	\$31,693	\$11,212	\$42,905
TKDA	92.5	\$25,971	\$23,939	\$49,910
FOTH	88.75	\$40,032	\$20,193	\$60,225
WSB	85.25	\$24,335	\$37,384	\$61,719
Wenck	72	\$42,040	\$46,610	\$88,650
Donohue & Associates	70.75	\$43,260	\$30,570	\$73,830

The major difference in costs between the Bolten & Menk proposal and the SEH proposal was the amount of time estimated for construction. This varies typically depending on the contractor and weather. The Bolten & Menk proposal is an hourly task and they estimated 134 hours. The

SEH proposal estimated 60 hours of construction in their proposal with additional hours billed at a set rate. The ultimate cost to the City would be similar under either proposal. The level of effort for design services was similar in scope and cost.

Bolten & Menk is finishing up work on the Wagner Lift Station project from last year, which was a successful project. The staff that performed this work is identified in the Bolten & Menk proposal to do the work for the Cleveland Lift Station.

Staff is recommending award of the contract to Bolton & Menk, Inc., who scored the highest in the Best Value proposal process.

POLICY OBJECTIVE

Staff plans and recommends the timely replacement of infrastructure to provide continuous uninterrupted sanitary sewer service to all properties in Roseville. Staff seeks to find the most cost effective purchasing opportunities to meet budgetary and operational objectives.

BUDGET IMPLICATIONS

We are anticipating that the city's cost for this improvement will be funded by the Sanitary Sewer Utility fund. The estimated cost for this project is \$550,000 and will be further refined through the design phase of the project. This is a capital need included in the capital improvement plan.

STAFF RECOMMENDATION

Staff recommends award of a contract to Bolten & Menk, Inc. for engineering services for the replacement of the Cleveland sanitary sewer lift station.

REQUESTED COUNCIL ACTION

Motion awarding an engineering services contract to Bolton & Menk, Inc., in an amount not-to-exceed \$51,530.00 for engineering services for reconstruction of the Wagner sanitary sewer lift station.

Prepared by: Jesse Freihammer
Attachments: A: Location Map
B: Scoring Totals

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 9.f

Department Approval



City Manager Approval



Item Description: Award Contract for Engineering Services for Replacement of Cleveland Lift Station

BACKGROUND

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WSB	85.25	\$24,335	\$37,384	\$61,719
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Bolten & Menk is finishing up work on the Wagner Lift Station project from last year, which was a successful project. The staff that performed this work is identified in the Bolten & Menk proposal to do the work for the Cleveland Lift Station.

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Staff plans and recommends the timely replacement of infrastructure to provide continuous uninterrupted sanitary sewer service to all properties in Roseville. Staff seeks to find the most cost effective purchasing opportunities to meet budgetary and operational objectives.

BUDGET IMPLICATIONS

We are anticipating that the city's cost for this improvement will be funded by the Sanitary Sewer Utility fund. The estimated cost for this project is \$550,000 and will be further refined through the design phase of the project. This is a capital need included in the capital improvement plan.

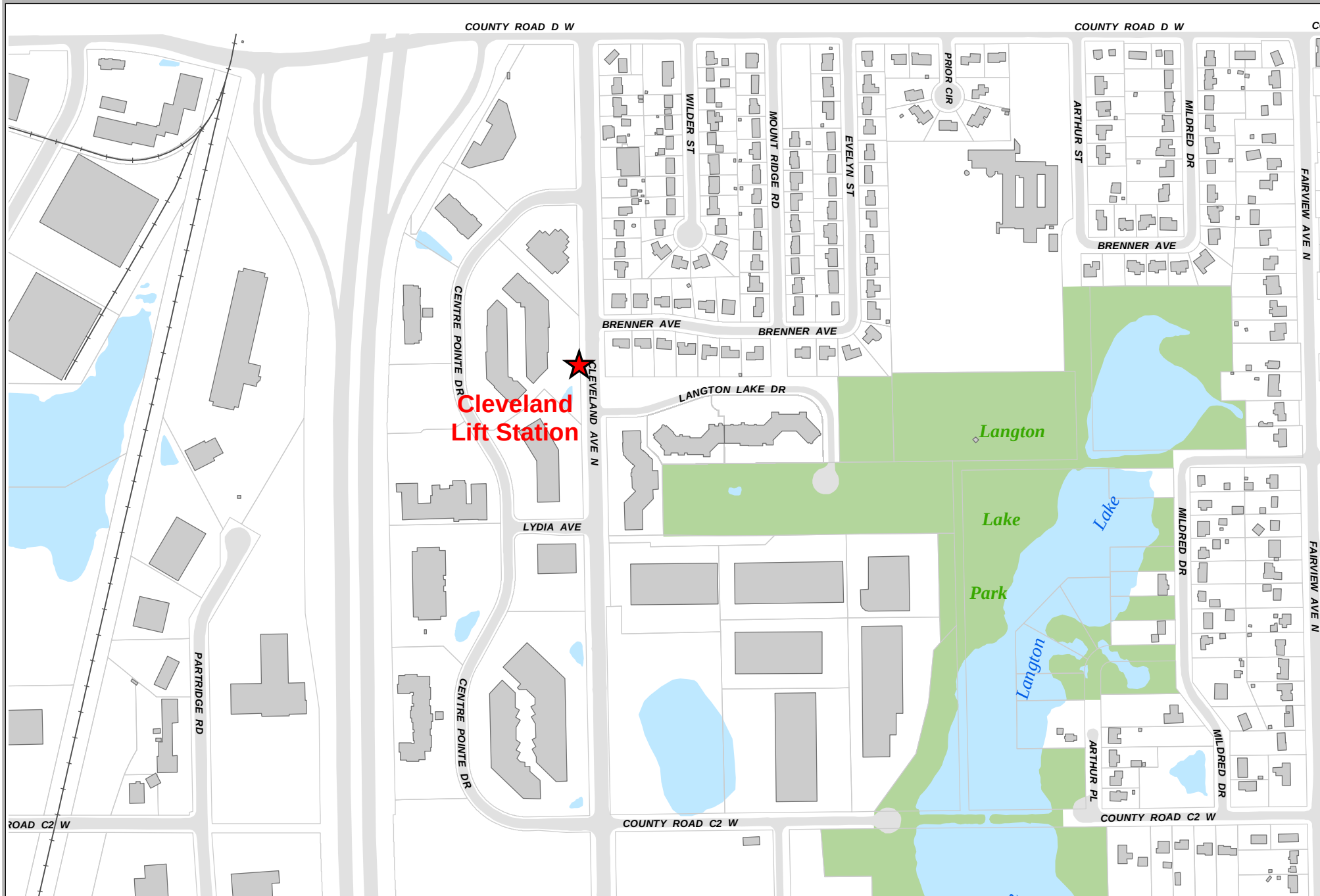
STAFF RECOMMENDATION

Staff recommends award of a contract to Bolten & Menk, Inc. for engineering services for the replacement of the Cleveland sanitary sewer lift station.

REQUESTED COUNCIL ACTION

Motion awarding an engineering services contract to Bolton & Menk, Inc., in an amount not-to-exceed \$51,530.00 for engineering services for reconstruction of the Wagner sanitary sewer lift station.

Prepared by: Jesse Freihammer
Attachments: A: Location Map
B: Scoring Totals



16-14 Cleveland Lift Station Project



Prepared by:
Engineering Department
March 29, 2016

Data Sources and Contacts:
 * Ramsey County GIS Base Map (3/1/16)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

DISCLAIMER
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data obtained in various ways. The City does not warrant the accuracy or reliability of the data shown, and it 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 warrant that the GIS Data can be used for registration, tracking or any other purpose requiring precise measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact (612) 762-1075. The planning department is provided pursuant to Minnesota Statutes § 466.02, Subd. 2 (2006), and the use of the 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 to which the City, its employees or agents, or third parties which arise out of the user's access or use of the data provided.

0 100 200 300 400 Feet

mapdoc: ClevelandLiftStation.mxd
 map: ClevelandLiftStation.pdf



	Fees Proposal (Attachment B) Average Score	Project Scope Understanding (Attachment B) Average Score	Background and Qualifications (Attachment E) Average Score	Past Performance Survey (Attachment C) Average Score	Total
	40 points possible	30 points possible	20 points possible	10 points possible	100 points possible
Bolton & Menk	37	30	20	10	97
SEH	38	27	19.5	10	94.5
WSB	29	27.75	18.5	10	85.25
Donohue	24.5	23.25	13	10	70.75
Wenck	19.5	25.5	17	10	72
TKDA	36.5	27	19	10	92.5
Foth	30	29.25	19.5	10	88.75

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 4/6/2016
Item No.: 9.g

Department Approval

City Manager Approval



Item Description: Approve Morris Leatherman Company Community Survey Agreement

BACKGROUND

On March 28, 2016, the City Council approved a draft of the 2016 community survey of Roseville residents, approved a budget of \$18,500 and directed staff to arrange a contract for resident survey services with The Morris Leatherman Company. Attached herewith is a proposed agreement with The Morris Leatherman company to provide resident survey services.

POLICY OBJECTIVE

To conduct a 119-question survey of 400 randomly selected Roseville residents to provide a benchmark for determining resident satisfaction with City services and other topics of interest to the City Council.

BUDGET IMPLICATIONS

The proposed agreement for survey services is \$18,500. The financial source is the 2016 adopted Communications budget.

STAFF RECOMMENDATION

Based on the policy objective and previous approval of the survey draft and budget by the City Council, staff recommends approval of the attached agreement.

REQUESTED COUNCIL ACTION

A motion authorizing the Mayor and City Manager to sign the attached agreement with The Morris Leatherman Company to provide residential survey services.

Prepared by: Garry Bowman, Communications Manager
Attachments: A: Morris Leatherman Agreement
B: Final Morris Leatherman Pricing Proposal



Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the sixth day of April, 2016, between the City of Roseville, a municipal corporation (hereinafter "City"), and Morris Leatherman Company, (hereinafter "Consultant").

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from April 7, 2016 through July 7, 2014, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

- 45 4. **City Assistance.** The City agrees to provide the Consultant with the following assistance
46 concerning the Work to be performed hereunder:
47
- 48 A. Depending on the nature of the Work, Consultant may from time to time require access
49 to public and private lands or property. To the extent the City is legally and reasonably
50 able, the City shall provide access to and make provisions to enable the Consultant to
51 enter upon public and private land and property as required for the Consultant to
52 perform and complete the Work.
53
- 54 B. The City shall furnish the Consultant with a copy of any special standards or criteria
55 promulgated by the City relating to the Work, including but not limited to design and
56 construction standards, that is needed by the Consultant in order to prepare for the
57 performance of the Work.
58
- 59 C. A person shall be appointed to act as the City's representative with respect to the Work
60 to be performed under this Agreement. Such representative shall have authority to
61 transmit instructions, receive information, interpret, and define the City's policy and
62 decisions with respect to the Work to be performed under this Agreement, but shall not
63 have the right to enter into contracts or make binding agreements on behalf of the City
64 with respect to the Work or this Agreement.
65
- 66 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an
67 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
68 paid in the same manner as other claims made to the City. Invoices shall contain the
69 following:
70
- 71 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
72 employee, his or her name, job title, the number of hours worked, rate of pay for each
73 employee, a computation of amounts due for each employee, and the total amount due
74 for each project task. The Consultant shall verify all statements submitted for payment
75 in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable
76 expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing
77 and such documentation of such expenses as is reasonably required by the City. Each
78 invoice shall contain the City's project number and a progress summary showing the
79 original (or amended) amount of the Agreement, current billing, past payments and
80 unexpended balance due under the Agreement.
81
- 82 B. To receive any payment pursuant to this Agreement, the invoice must include the
83 following statement dated and signed by the Consultant: "I declare under penalty of
84 perjury that this account, claim, or demand is just and correct and that no part of it has
85 been paid."
86
87
88
89
90

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

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. **Project Manager and Staffing.** The Consultant has designated William D. (Bill) Morris, President and Peter J. Leatherman, Chief Executive Officer ("Project Contacts") to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Consultant may not remove or replace Project Contracts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
8. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If however, the City terminates the Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the

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

- 140
141 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided
142 under this Agreement without the express written consent of the City. The Consultant shall
143 promptly pay any subcontractor involved in the performance of this Agreement as required
144 by the State Prompt Payment Act.

- 145
146 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
147 independent contractor and not an employee of the City. No statement herein shall be
148 construed so as to find the Consultant an employee of the City.

- 149
150 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not
151 discriminate against any person, contractor, vendor, employee or applicant for employment
152 because of race, color, creed, religion, national origin, sex, marital status, status with regard
153 to public assistance, disability, sexual orientation or age. The Consultant shall post in
154 places available to employees and applicants for employment, notices setting forth the
155 provision of this non-discrimination clause and stating that all qualified applicants will
156 receive consideration for employment. The Consultant shall incorporate the foregoing
157 requirements of this Provision 12 in all of its subcontracts for Work done under this
158 Agreement, and will require all of its subcontractors performing such Work to incorporate
159 such requirements in all subcontracts for the performance of the Work. The Consultant
160 further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota
161 Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with
162 Disabilities Act of 1990.

- 163
164 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
165 obligations hereunder, without the prior written consent of the City.

- 166
167 14. **Services Not Provided For.** No claim for services furnished by the Consultant not
168 specifically provided for herein shall be paid by the City.

- 169
170 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state
171 and local laws, statutes, ordinances, rules and regulations in the performance of the Work.
172 The Consultant and City, together with their respective agents and employees, agree to
173 abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section
174 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation
175 by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to
176 be performed shall constitute a material breach of this Agreement and entitle the City to
177 immediately terminate this Agreement.

- 178
179 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
180 not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, its Council, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Consultant to fully perform, in any respect, all of the Consultant's obligations under this Agreement.

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Employer's Liability	\$500,000 each accident
(Not needed for	\$500,000 disease policy limit
Minnesota based	\$500,000 disease each employee
Consultant):	
Commercial General Liability:	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
	\$2,000,000 Products – Completed Operations
	Aggregate
	\$100,000 fire legal liability each occurrence
	\$5,000 medical expense
Comprehensive Automobile	
Liability:	\$1,000,000 combined single limit (shall include
	coverage for all owned, hired and non-owned
	vehicles.

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

- 228
229 a. Personal injury with Employment Exclusion (if any) deleted;
230
231 b. Broad Form Contractual Liability coverage; and
232
233 c. Broad Form Property Damage coverage, including Completed Operations.
234
235
236 D. Professional Liability Insurance. The Consultant agrees to provide to the City a
237 certificate evidencing that it has in effect, with an insurance company in good standing
238 and authorized to do business in Minnesota, a professional liability insurance policy.
239 Said policy shall insure payment of damage for liability arising out of the performance
240 of professional services for the City, in the insured's capacity as the Consultant, if such
241 liability is caused by an error, omission, or negligent act of the insured or any person
242 or organization for whom the insured is liable. Said policy shall provide an aggregate
243 limit of \$_____. Said policy shall not name the City as an additional
244 insured.
245
246 E. Consultant shall maintain in effect all insurance coverages required under this
247 Provision 18 at Consultant's sole expense and with insurance companies licensed to do
248 business in the state in Minnesota and having a current A.M. Best rating of no less
249 than A-, unless otherwise agreed to by the City in writing. In addition to the
250 requirements stated above, the following applies to the insurance policies required
251 under this Provision:
252
253 a. All policies, except the Professional Liability Insurance policy, shall be written on
254 an "occurrence" form ("claims made" and "modified occurrence" forms are not
255 acceptable);
256
257 b. All policies, except the Professional Liability Insurance and Worker's
258 Compensation Policies, shall contain a waiver of subrogation naming "the City of
259 Roseville";
260
261 c. All policies, except the Professional Liability Insurance and Worker's
262 Compensation Policies, shall name "the City of Roseville" as an additional insured;
263
264 d. All policies, except the Professional Liability Insurance and Worker's
265 Compensation Policies, shall insure the defense and indemnify obligations assumed
266 by Consultant under this Agreement; and
267
268 e. All policies shall contain a provision that coverages afforded thereunder shall not
269 be canceled or non-renewed or restrictive modifications added, without thirty (30)
270 days prior written notice to the City.
271
272 A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as
273 applicable, which evidences the compliance with this Paragraph 18, must be filed with

City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

- F. If Consultant fails to provide the insurance coverage specified herein, the Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its contractors, subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

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

- 320
- 321 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related
- 322 to this Agreement or the relationships which result from this Agreement shall be subject to
- 323 mediation as a condition precedent to initiating arbitration or legal or equitable actions by
- 324 either party. Unless the parties agree otherwise, the mediation shall be in accordance with
- 325 the Commercial Mediation Procedures of the American Arbitration Association then
- 326 currently in effect. A request for mediation shall be filed in writing with the American
- 327 Arbitration Association and the other party. No arbitration or legal or equitable action may
- 328 be instituted for a period of 90 days from the filing of the request for mediation unless a
- 329 longer period of time is provided by agreement of the parties. Cost of mediation shall be
- 330 shared equally between the parties. Mediation shall be held in the City of Roseville unless
- 331 another location is mutually agreed upon by the parties. The parties shall memorialize any
- 332 agreement resulting from the mediation in a Mediated Settlement Agreement, which
- 333 Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
- 334
- 335 21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
- 336 have the right to conduct a review of the performance of the Work performed by the
- 337 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
- 338 to provide such information as the City may reasonably request. Following each
- 339 performance review the parties shall, if requested by the City, meet and discuss the
- 340 performance of the Consultant relative to the remaining Work to be performed by the
- 341 Consultant under this Agreement.
- 342
- 343 22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
- 344 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
- 345 this provision shall render this Agreement void.
- 346
- 347 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
- 348
- 349 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
- 350 shall be considered an original.
- 351
- 352 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for
- 353 any reason, held by a court of competent jurisdiction to be contrary to law, such decision
- 354 shall not affect the remaining provisions of this Agreement.
- 355
- 356 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
- 357 the parties is contained in this Agreement. This Agreement supersedes all prior oral
- 358 agreements and negotiations between the parties relating to the subject matter hereof as
- 359 well as any previous agreements presently in effect between the parties relating to the
- 360 subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions
- 361 of this Agreement shall be valid only when expressed in writing and duly signed by the
- 362 parties, unless otherwise provided herein. The following agreements supplement and are
- 363 a part of this Agreement: None.
- 364

provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None.

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

CITY OF ROSEVILLE

Mayor

City Manager

(CONSULTANT)

By: 

Its:  Vice President

PROJECT PROPOSAL

THE MORRIS LEATHERMAN COMPANY

3128 Dean Court
Minneapolis, Minnesota 55416
(612) 920-0337
Fax: (612) 929-1069

To: Garry Bowman **Date:** April 6, 2016
From: Peter Leatherman **Subject:** Survey Project Costs and Schedule

Residential Survey Parameters:

- 400 Random Sample of City of Roseville residents
- 119 Questions
- Quality of Life and City Service Survey

Costs:

- 400 Random Sample, ± 5.0 in 95 out of 100 cases \$18,500.00

Project Schedule:

- Completion of all fieldwork within a three to four week period.
- Coding, data entry and preparation of the frequencies. The frequencies are available within two weeks after completion of the fieldwork.
- Presentation of the survey results at a City Council meeting.
- Delivery of the final written report to the City of Roseville, including presentation graphics. Afterwards, telephone consultation, as the need arises, will be provided about the study's findings and implications.

Work Products:

- Frequencies of Responses
- Cross-Tabulation Tables
- Written Analysis

Peter Leatherman
Vice President



Exhibit B

The City of Roseville agrees to pay The Morris Leatherman Company the sum of \$18,500.00 for the completion of a Quality of Life and City Service Survey per the terms and conditions of the City of Roseville's Standard Agreement for Professional Services. The survey will include a random sample of 400 City of Roseville Residents. The total number of questions will be 119.

Cost will include all fieldwork, coding, data entry and preparation of the frequencies. Frequencies should be provided within two weeks after completion of the fieldwork. Cost will also include the presentation of the survey results at a City Council meeting and delivery of the final written report to the City of Roseville.

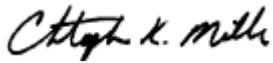
Exhibit C

The written report required under Exhibit B shall become the sole property of City after payment to Consultant of the TOTAL AMOUNT required in Exhibit B. The survey questionnaires and replies and all related data, materials, and information shall remain the property of Consultant. Consultant agrees not to divulge or use for any purpose, including but not limited to advertising and public relations, the information obtained in the survey without the written consent of City; provided, however, if the data or results of the survey are directly or indirectly made public by City or anyone else, Consultant may make public the following information: the population from which the sample was taken, the method of obtaining the interviews, including the size and design of the sample, and the basis of the data if the sample is less than the total sample, the dates and times when the interviews were conducted, the exact wording of questions asked and the client's name. City agrees that if it or anyone else acting on its behalf wishes to release in whole or in part to the public by press release, speech, or otherwise, the data or results of the survey or contents of the written report, that City or such other person will first notify Consultant in writing, and that there will be also stated in the release, speech, or otherwise, that the survey was done by THE MORRIS LEATHERMAN COMPANY, OF MINNEAPOLIS, MINNESOTA. City further understands and agrees that the names and addresses of interviewers used by Consultant and the names and/or addresses of persons sampled are confidential and will not be made available to City.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 04/11/16
Item No.: 9.h

Department Approval



City Manager Approval



Item Description: Consider Renewing the IT Shared Service Agreement with the Anoka County Joint Law Enforcement Council (JLEC)

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) or shared services agreements for the joint exercise of powers that are common to each.

In 2014 the City Council authorized an IT Shared Service Agreement with the Anoka County Joint Law Enforcement Council (JLEC) for the period ending 12/31/15. The primary purpose of the Agreement was to provide IT engineering-related tasks that were associated with the County's new Records Management and Dispatch Systems. While JLEC receives support services from another entity, it wants to continue a business relationship with Roseville for occasional system and network planning as well as the use of Roseville's high-capacity internet connection as their backup connection.

The estimated *annual* support hours is only expected to be 24 hours or less – or about \$2,000 at most. A share of the internet connection would amount to \$3,600 annually.

The City of Roseville currently provides IT support for a number of Anoka County law enforcement agencies and fire departments including Anoka, Lino Lakes, East Bethel, St. Francis, Circle Pines, and Centerville. Because of these relationships, the extension of this Shared Service Agreement is consistent with the current business model.

The City of Roseville currently employs 17 full-time employees to administer the information systems for the City of Roseville and 41 other municipal and governmental agencies. The attached Shared Service Agreement has been conceptually approved by the Anoka County JLEC and is awaiting approval from the Roseville City Council. Anoka County JLEC expects to approve this agreement later this month.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices.

FINANCIAL IMPACTS

The proposed agreement provides non-tax revenues to support City operations.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached IT Shared Service Agreement with the Anoka County

30 JLEC.

31 **REQUESTED COUNCIL ACTION**

32 Approve the attached Information Technology Shared Service Agreement with the Anoka County JLEC
33 for the purposes of sharing a City of Roseville System Engineer employee and internet connection.

34

Prepared by: Chris Miller, Finance Director

Attachments: A: IT Shared Service Agreement with the Anoka County JLEC

35

INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

This INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT (this "Agreement") entered into by and between the City of Roseville, a Minnesota municipal corporation ("*Roseville*"), and the Anoka County Joint Law Enforcement Council, a Minnesota joint powers board ("*JLEC*"), is effective upon the execution of this Agreement by the named officers of both organizations. Roseville and JLEC are referred to individually as "Party" and collectively as the "Parties".

WHEREAS: The City of Roseville and the JLEC agree to work collaboratively in the areas of Information Technology and related service areas, collectively referred to as "IT", and,

WHEREAS: The purpose of this Agreement is to define the terms and conditions under which services will be defined and provided by Roseville, by and through Roseville's Information Technology Division ("*Roseville IT*") to JLEC.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows;

SECTION 1- DEFINITIONS. As used in this Agreement, certain terms shall have the following meanings:

- 1.1 "Agreement" shall mean the combined terms and conditions of this Agreement and of specific Task Order depending on context.
- 1.2 "Provider" shall mean the party to this Agreement defined within a Task Order specified as providing the service to the other party.
- 1.3 "Recipient" shall mean the party to this Agreement defined within a Task Order specified as receiving services from or through the other party.
- 1.4 "Services" shall generally represent the "Scope of Services" as defined within a Task Order and may represent any combination of labor, whether provided by the Provider's employees or a third party designated by the Provider, use of facilities, equipment, software, or material goods utilized or consumed in providing the Services.
- 1.5 "Task Order" shall represent the terms and conditions of this Agreement that specify services, products, and other costs incurred by one party that are to be compensated by the other party. Task Order refers to the written specifications for either annually renewable Services or project-based Services that are completed under accomplishment of specified deliverables or other project event. Task Orders are more fully defined in Section 10.
- 1.6 "Holidays" includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and other holidays customarily recognized by either party.
- 1.7 "Service Hours" means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. local time, Monday through Friday, excluding Holidays.

1.8 "Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

1.9 "Governmental Body" means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction; (b) federal, state, local, municipal or foreign government (including any agency, department, bureau, division, court, or other administrative or judicial body thereof); or (c) governmental or quasi-governmental authority of any nature.

1.10 "Software" means software programs, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

1.11 "Business Continuity" means the ability to maintain operations/services in the face of a disruptive event.

SECTION 2 - EFFECTIVE DATE

The effective date of this Agreement is January 1, 2016 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

SECTION 3 - TERMINATION

3.1 Termination for Convenience. Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, 90 days in advance.

3.2 Termination of Task Order. Each Task Order shall specify the timeline for notice to terminate that Task Order.

3.3 Termination by Mutual Agreement. The parties may terminate this agreement in whole or in part, at any time by mutual agreement.

3.4 Termination of the Agreement shall also terminate any active Task Orders under this Agreement.

3.5 Termination of a Task Order will terminate all Services as defined by the Task Order but does not alter any terms or conditions of any other active Task Order or this Agreement.

3.6 In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. Disentanglements will

be defined as a Task Order and both parties, shall in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed by both parties.

3.7 Third-Party Authorizations. Provider shall execute any third-party authorizations necessary to grant the Recipient the use and benefit of any third-party contracts, to the limits allowed by the contracts.

3.8 Licenses to Proprietary Software. Provider shall negotiate to allow the Recipient (after receiving written approval from the Provider) to use, copy, and modify, applications and programs developed by the Provider that would be needed in order to allow the Recipient to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.

3.9 Delivery of Documentation. Provider shall make reasonable efforts to deliver to the Recipient or its designee, at the Recipient's request, all available documentation and data related to the Recipient, including the Recipient Data held by Provider. Costs incurred will be borne by Recipient.

SECTION 4 - COORDINATION AND COMMUNICATION

4.1 The Management Committee, composed of a designated representative for JLEC and Roseville shall provide oversight and administer this agreement. Designated representatives are considered authorized representatives of their respective management and shall be empowered with authorities granted to the Management Committee under this Agreement.

4.2 The Management Committee shall meet quarterly (or as otherwise mutually agreed) to review the performance with regard to material aspects, risk management, as well as the effectiveness and value of the Services and Task Order provided between the Provider and the Recipient.

4.3 Agreement Review. The Management Committee will meet annually, to formally review and, to the extent mutually agreed upon by the Parties, update the terms, pricing, conditions and other details of this Agreement and any Task Order so that the on-going business requirements of both Parties are met.

SECTION 5 - DISPUTE RESOLUTION

5.1 In the event of a dispute between JLEC and Roseville regarding the delivery of Services under this Agreement or any related Task Order, the Management Committee shall review disputes and recommend options for resolution to the involved personnel.

5.2 Any dispute not resolved by the Management Committee shall be referred to the JLEC Chair and the Roseville City Manager (collectively "Managers") or their designated representatives, who shall review the dispute and options for resolution.

The resolution of the Managers regarding the dispute shall be final as between the parties and shall be reduced to writing as an addendum to this Agreement. Any dispute under Section 5.1 of this Agreement that cannot be resolved by the Managers may be submitted to mediation through the State of Minnesota Bureau of Mediation Services, the cost of which shall be borne equally between the parties.

5.3 In the event either party determines that there has been a breach of the provisions of this Agreement or a related Task Order which cannot be resolved by the Managers, the Agreement or related Task Order may be terminated as described in Section 3.

5.4 In the event of failed dispute resolution under this Section, neither party waives any remedies available in law or equity. The negotiations under this section attempting to resolve any dispute, including any discussions and or materials generated during any Mediation, are and shall remain confidential and inadmissible in any subsequent legal proceedings.

SECTION 6 - INDEPENDENT CONTRACTOR

A Provider is, and shall at all times be, deemed to be an independent contractor in the provision of the Services set forth in this Agreement. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors. A Provider shall retain all authority and responsibility for the provision of Services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by a Provider pursuant to this Agreement. A Provider shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the Recipient jurisdiction, an employee of a Provider jurisdiction or any employee of a Provider jurisdiction, an employee of the Recipient jurisdictions for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation benefits, or any other rights or privileges afforded said employees by virtue of their employment.

SECTION 7 - ASSIGNMENT/SUBCONTRACTING

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 8 - HOLD HARMLESS INDEMNIFICATION

Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in

connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, its negligent acts or omissions under this Agreement.

SECTION 9 - NOTICE

9.1 Notices. Except as otherwise provided, any notices to be given under Section 3 of this Agreement or termination of any Task Order shall be in writing and shall, at a minimum, be delivered electronically or postage prepaid and addressed to:

Anoka County Joint Law Enforcement Council	City of Roseville
Name: Tony Palumbo or his designee	Name: Terrence Heiser
Title: JLEC Chair	Title: Information Technology Manager
Email: tony.palumbo@co.anoka.mn.us	Email: network.manager@metro-inet.us
Address: Anoka County Attorney 2100 Third Avenue Suite 720 Anoka, MN 55303	Address: City of Roseville 2660 Civic Center Drive Roseville, MN 55113

9.2 Choice of Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Minnesota.

9.3 Force Majeure. Neither Party will be liable for delays or failure to perform Services if due to any cause or conditions beyond its reasonable control, including, but not limited to, delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

9.4 Entire Agreement; Amendment; Waivers. This Agreement, together with all Exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid, illegal or unenforceable provision shall be deemed

modified so as to be valid, legal and enforceable to the maximum extent allowed under applicable law.

9.6 Parties Obligated and Benefited. This Agreement will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

SECTION 10 - SERVICES AND TASK ORDERS

10.1 Services under this Agreement will be defined in the form of a Task Order, in writing and signed by the Management Committee.

(a) The intent of this provision is to ensure clear communications and commitment prior to either party taking action or incurring costs on behalf of the other. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified within this Agreement.

(b) Services exchanged or actions taken with the intent of providing Services between JLEC and Roseville without an agreed Task Order will not be covered by the terms of the Agreement and incurred costs will not be reimbursed. The party requesting Services covenants, by way of executing a Task Order pursuant to this Agreement that its requests for Service are within the annual budget for that party.

(c) In cases of emergency, where the urgency of circumstance precludes the practicality of executing a Task Order for a Service not covered by an existing Task Order, the Task Order may be reduced to writing and executed as soon after provision of Services as is practicable. Where the parties cannot agree on the terms of the written Task Order, the parties agree to follow the dispute resolution procedures set forth in Section 5. An emergency may be any unanticipated event or circumstance outside the bounds of existing provisions under any active Task Order that the Management Committee members or the designees of both parties declare as such.

(d) Unless agreed otherwise by both parties, the costs incurred in the planning, preparing and processing of a Task Order by one party will not be charged to the other.

10.2 All Task Orders are subject to the terms and condition of this Agreement.

10.3 All Task Orders must minimally include acceptance by the Management Committee. The Management Committee shall ensure that any additional authorization requirements, with respect to their individual organizations, have been

secured prior to initiating or amending the Task Orders.

10.4 Duration of a Task Order shall be defined in the Task Order and may be: a limited time period; concluded upon accomplishment of specified deliverables; or a continuing Service with regular renewal review.

(a) Task Orders may address Services that are of a general or continuous nature that would be reviewed annually, at the same time as the Agreement. Such Task orders may also be terminated in accordance to the terms defined in Section 3.

(b) Alternatively, Task Orders may also be defined in association with a specific Project which would include specific criteria for normal completion (e.g. point-in-time, deliverable acceptance); these too may be terminated in accordance to the terms defined in Section 3.

10.5 Task Orders may not amend this Agreement or its terms and conditions, but shall specify Services, rates, and other aspects of the scope of work for specific Services related to this Agreement. The terms of a Task Order will apply only to the specific Task Order and may not change such terms or conditions relative to the Agreement or other Task Orders.

10.6 Each Task Order will utilize the standardized form. Attached as Exhibit A.

10.7 Provider of Services will track and report status, as may be defined in the Task Order, with regard to:

(a) Performance-related service levels.

(b) Progress towards deliverables.

(c) Billed costs vs. maximum specified annual Task Order budgeted amount.

10.8 If the deliverables specified in a Task Order are not achieved or the Recipient believes it is not receiving acceptable service, the parties shall follow the dispute resolution procedures set forth in Section 5 and for Termination for Breach set forth in Section 5.4.

SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS

11.1 Unless agreed otherwise by both parties, the Provider will present invoices to Recipient monthly. Charges for Services will be invoiced no later than thirty (30) days following the period in which Services were delivered, costs incurred and all relevant vendor or supplier invoices have been received, or the project milestone for payment is accomplished.

11.2 Invoices may combine charges from multiple Task Orders, unless otherwise defined for a specific Task Order. The Invoice for the Task Orders contemplated under this agreement shall require separate authorizations from a

vote of the JLEC Governance Committee.

11.3 Invoices shall include:

- (a) Total of all charges represented on the invoice.
- (b) Itemization by Task Order and as further instructed within the Task Order.
- (c) Copies of third-party invoices representing a basis for the invoiced charge.
- (d) Any other detail as may be specified within the related Task Order.

11.4 Unless otherwise defined in the Task Order, invoices are due and payable to the Provider within thirty (30) days of receipt of the invoice by the Recipient. An invoice may be disputed within the thirty (30) day period. Any Provider-proposed resolution will restart the thirty (30) day period for payment, without waiving the Recipient's rights to dispute resolution under Section 5.

11.5 Invoiced amounts may be changed upon mutual consent of parties pursuant to Section 10 and each affected Task Order.

11.6 Disputes regarding invoices that cannot be otherwise resolved, the parties agree to follow the dispute resolution procedures set forth in Section 5.

SECTION 12 - PERSONNEL

12.1 Assigned staff. Provider shall designate the personnel to provide services to the Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement, and to make recommendations regarding placement of such personnel for the benefit of Recipient.

12.2 If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. The Provider will establish a plan to resolve the issue within a deadline agreeable to the Recipient. If a mutually acceptable solution can not be reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

12.3 Access to Recipient facilities. The Recipient, depending on requirements of the Task Order, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of this Agreement as to the Services affected.

12.4 Staff substitution. In the event that Recipient notifies Provider that it wishes

Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.

12.5 Background checks. As may be required by the Recipient and the requirements of a Task Order, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement or after the effective date of the related Task Order who provide services to the Recipient. The background investigation shall include but not be limited to, a credit check and criminal records check for misdemeanors and felonies, including fingerprinting and submission of fingerprints to the Minnesota Bureau of Criminal Apprehension. If requested by the Recipient, background checks will be performed on current employees that have access to the Recipient's sensitive data.

12.6 Staff Direction. In situations where JLEC's staff receives direction from Roseville staff or Roseville's staff receives direction from JLEC's staff that may be in conflict with either JLEC's or Roseville's IT strategic direction, policy or guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party's shared infrastructure, the involved staff will immediately notify the Management Committee of such potential conflict and of the relevant policy, guideline or term or condition of this Agreement and delay implementing such direction, unless immediate action is required to ensure business continuity, until the conflict can be resolved in consultation with the Management Committee. The parties will provide one another and their respective staff members with copies of their respective strategic plans, policies, and guidelines and of this Agreement. Neither party is obligated to delay action based on a strategic plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. The Management Committee will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If the parties are not able to resolve the conflict, the provisions of Section 5 (Dispute Resolution) shall apply.

12.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace. Exceptions may be identified by the Provider and are subject to acceptance by the Recipient.

SECTION 13 - TECHNOLOGY PLANNING

13.1 Strategic Information Technology planning. JLEC and Roseville both engage in strategic technology planning that includes establishing a strategic IT direction, and determining technology initiatives and investments in accordance with JLEC and Roseville strategic business goals.

13.2 Each party is invited to participate in the other party's strategic planning process.

SECTION 14 – CONFIDENTIALITY AND DATA PRACTICES

14.1 Through the review and assessment of the County's Systems, the Contractor may be exposed to County data and/or data on individuals or organization which are confidential in nature. In addition, the Contractor may be exposed to confidential information relating to the County's computers, network, and programs. Hereinafter, this data and information is collectively referred to as "County Information." In recognition of the need to protect the County Information, the Contractor covenants and agrees that it shall regard and treat each item of County Information as a trade secret and/or confidential information and that it will not, without the express written consent of the County or except as required by law, redistribute, market, publish, disclose or divulge to any other person, firm, or entity, or use or modify for use, directly or indirectly, in any way, for any person or entity, any of the County Information. Accordingly, all employees of the contractor that shall have access to County Information shall be required to execute the County's Technology Usage Agreement as set forth in Exhibit B. At the termination of this Agreement, the successful proposer shall return to the County all County Information. Unauthorized use of the County's data may be a criminal offense and violators will be prosecuted.

14.2 Minnesota Government Data Practices Act. All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Contract is subject to the provisions of Minn. Stat. Ch. 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13. 08 shall also apply to the Contractor. The Contractor is not required to provide public data to the public if that same data is available from the COUNTY, unless stated otherwise in this Contract.

SECTION 15 – ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Contractor relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, JLEC and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have entered into this Agreement on the 1st day of January, 2016, notwithstanding the dates of signature of the parties.

Anoka Joint Law Enforcement Council	City of Roseville
By:	By:
Name: Tony C. Palumbo	Name: Dan Roe
Title: JLEC Chair	Title: Mayor
Dated:	Dated:
	City of Roseville
	By:
	Name: Patrick Trudgeon
	Title: City Manager
	Dated:



Information Technology Shared Service Agreement

Task Order

This Task Order is a specification of Services to be provided between the Anoka County Joint Law Enforcement Council ("JLEC") and the City of Roseville ("Roseville"); it is an addendum to the current Information Technology Shared Service Agreement ("Agreement") and is subject to the terms and conditions of the Agreement.

Task Order #		Title	
Start Date		End Date	

Provider		POC	

Recipient		POC	

Skill Set (Primary)	
Skill Set (Secondary)	
Skill Set (Tertiary)	

Task Order Cost	
Nonrecurring Charges (NRC)	
Recurring Charges	
Billing Frequency	

Task Order Attachments:

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

Purpose:

1. Background
2. Task Description:
3. Delivery Price Notes/Remedy
4. Billing Type/Frequency:
5. Task Details/Scope of Work
6. Support Scope Changes
7. Task Communications/Management/Reporting:
8. Quality/Measures/Remedy
9. End of Term/Automatic Renewal
10. Termination Provision

IN WITNESS WHEREOF, the Anoka County Joint Law Enforcement Council and the City of Roseville have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the _____ day of _____, 20__.

JLEC

ROSEVILLE

NAME
Title

Date

NAME
Title

Date

EXHIBIT B
Anoka County Information Technology Usage Agreement

All employees and agents of vendors and contractors who will access Anoka County Electronic Information Assets (EIA) in the course of their work for Anoka County (the County) are required to read and sign this document before accessing any computer system attached to the County network or attaching any computer equipment to the County network. Vendor personnel that have access to Protected Health Information (PHI) will need to complete an addendum for HIPPA Business Associate Requirements. These agreements expire upon the completion of work. For purposes of agreements concerning the Public Safety Data System, Anoka County includes the Anoka County Joint Law Enforcement Council and the Anoka County Fire Protection Council.

For more information, contact the Anoka County IT Help Desk: 763-323-5959 or Helpdesk@co.anoka.mn.us

1. Vendor certifies that they have read and will comply with the Anoka County Technology Security Policy.
<http://www.anokacounty.us/DocumentCenter/Home/View/6047>
 2. Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. The County reserves the right to review, audit, or monitor any EIA used by vendor personnel.
 3. All vendor personnel shall only use accounts authorized by the County IT staff. All authority to access EIA shall terminate immediately upon completion of work.
 4. Vendor personnel may access only EIA resources for which they are specifically authorized.
 5. Vendor personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following:
 - a. Passwords shall remain confidential
 - b. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner
 - c. Vendors shall not script their user IDs and passwords for log-on access
 6. Vendor personnel are prohibited from sharing log-on credentials, personal account or password information.
 7. Vendor personnel may not leave their workstation logged onto the network while away from their area.
 8. Vendor personnel, without written approval through the County IT Help Desk or contract provisions/statement of work, shall not:
 - a. Connect to the County network
 - b. Load software onto any County computer
 - c. Install or use any type of encryption device or software on any County hardware
 - d. Attach any device to the County non-public network
 - e. Remove or delete any computer software
 - f. Remove any County computer hardware from a County building
 - g. Attach any network or phone cables to any County device
 - h. Intercept or monitor network traffic by any means, including the use of network sniffers
 9. Vendor personnel shall only execute applications that pertain to their specific contract work.
 10. Vendor personnel shall immediately report to the County IT Helpdesk:
 - a. Log-on issues or any other computer errors
 - b. Reason to suspect a breach of security or potential breach of security
 - c. Anything deemed to be a security loophole or weakness in the computer network to the County
11. Vendor personnel shall not:
 - a. Delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on County hardware.
 - b. Copy or remove any data and/or software from any County EIA for non-authorized business use.
 - c. Disclose any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks and who have signed a current Anoka County Information Technology Usage Agreement.
 - d. Distribute system user passwords
 - e. Distribute door pass codes or security access cards for secured rooms at any County facility.
 12. The County is not responsible for any damages to vendor computer equipment that may occur while installing or using software or hardware to connect to County EIAs.
 13. Vendor personnel may not utilize County EIAs for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-related work activity;
 - d. Violate any federal, state or local laws
 - e. Interfere with County business;
 - f. Create or distribute intimidating, sexually oriented, obscene, offensive, or abusive material, pictures and/or language.
 14. All County EIA not residing on County Equipment, shall be erased or destroyed upon completion of work.
 15. All equipment issued to vendor personnel will be returned in good condition to County upon completion of work.
 16. Use by vendor personnel of any County EIA will acknowledge acceptance of the above-referenced policies. Any vendor employee who violates any of these policies may be removed from the County project as well as being subject to civil and criminal liability.
 17. Violation of agreement may result in immediate suspension of Vendor Personnel's account.

Company Name

Vendor Representative Signature

Date

Vendor Personnel's name, printed

Vendor Personnel's Signature

Date

Vendor Personnel's E-mail:

Vendor Personnel's Phone #:

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 9.i

Department Approval



City Manager Approval



Item Description: Receive Authorization to Accept Minnesota Department of Public Safety
Grant Funds- Financial Crimes Prevention

BACKGROUND

The Roseville Police Department requested funding from the Minnesota Department of Public Safety, Bureau of Crimeinal Apprehension for the purchase of prevention/educational materials targeting financial crimes against seniors. The City of Roseville's population is aging with 20% or 6,785 persons over the age of 65 (2010 Census). It is widely known information that criminals target vulnerable populations including senior citizens. According to the National Crime Prevention Council, the most common types of crimes against seniors are financial crimes, property crimes, violent crimes and elder abuse. Financial crimes include fraud, scams, identity theft and healthcare fraud with criminals taking cash, credit, credit rating or other assets by deception. They often target citizens by telephone and mail, through email and in-person. In Roseville, financially-based crimes such as fraud have significantly increased in the past couple of years. Fraud and financial crimes are often very time-intensive and extremely difficult to investigate.

The Roseville Police Department has begun to proactively address the growing concern of financial crimes against seniors through a highly-targeted educational awareness campaign. The program initiated a few years ago brings financial crimes awareness presentations to area assisted living establishments, nursing homes, senior group organizations and other groups. The program has received rave reviews from attendees, however, the problem continues to grow in Roseville and the surrounding communities. Thus, the Roseville Police Department hopes to reach a broader segment of the population through increased educational presentations and a broad distribution of outreach materials to area seniors and senior outreach partners. The department plans to promote its public awareness campaign through web and media outlets.

On February 19, the Department was awarded \$5,975 in grant funds to purchase financial crimes prevention outreach and education materials- See Attachment A.

PROPOSED ACTION

Allow the Roseville Police Department to accept the \$5,975 in grant funds to be used as requested. Through use of use of financial crimes prevention outreach and education materials, the Department's goal will be to increase awareness of financial crimes affecting senior citizens, with a greater goal of reducing financial crimes in the City of Roseville.

33 **BUDGET IMPLICATIONS**

34 There is no match required by this grant; therefore, no cost to the City of Roseville. Any ongoing
35 costs after the grant expires will be funded by Roseville Police Department forfeiture funds or
36 other grants and donations.

37 **STAFF RECOMMENDATION**

38 Allow the Roseville Police Department to accept the Minnesota Department of Public Safety
39 grant funding thereby allowing the purchase of financial crimes prevention outreach and
40 education materials beginning April 2016.

41 **REQUESTED COUNCIL ACTION**

42 Authorize the Mayor and City Manager to sign the attached Minnesota Department of Public
43 Safety Grant Agreement (see Attachment B) thereby allowing the City of Roseville to accept the
44 grant funding and proceed with the purchasing of financial crimes prevention outreach and
45 education materials.

Prepared by: Sarah Mahmud

Attachments: A: Financial Crimes Prevention Grant Award Letter

B: Minnesota Department of Public Safety Grant Agreement

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal

Office of
Pipeline Safety

Bureau of Criminal Apprehension

1430 Maryland Avenue East • Saint Paul, Minnesota 55106-2802

Phone: 651.793.7000 • Fax: 651.793.7001 • TTY: 651.282.6555

<http://bca.dps.mn.gov>

February 19, 2016

Sarah Mahmud
Roseville Police Department
2660 Civic Center Drive
Roseville, MN 55113

Dear Mrs. Mahmud;

I am pleased to inform you that the proposal submitted for the Financial Crimes Prevention grant program has been selected for funding. The tentative award amount is \$5,975.00.

You will be receiving contract information soon. We appreciate your interest interest in educating the citizens of Minnesota about financial crime.

Congratulations on being selected for funding. We look forward to working with you to ensure success on your initiative.

Sincerely,

Scott Mueller
Special Agent in Charge/Financial Crimes Task Force Commander
MN Bureau of Criminal Apprehension





Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety (“State”) Commissioner of Public Safety Bureau of Criminal Apprehension 1430 East Maryland Avenue St. Paul, Minnesota 55106	Grant Program: Financial Crimes Prevention 2016 Grant Agreement No.: A-FCP-2016-ROSEVLPD-00008
Grantee: City of Roseville Police Department 2660 Civic Center Drive Roseville, Minnesota 55113	Grant Agreement Term: Effective Date: 4/1/2016 Expiration Date: 12/31/2016
Grantee’s Authorized Representative: Sarah Mahmud, Police Services Manager City of Roseville Police Department 2660 Civic Center Drive Roseville, Minnesota 55113 (651) 792-7205	Grant Agreement Amount: Original Agreement \$5,975.00 Matching Requirement \$0.00
State’s Authorized Representative: Maureen Janke, Grants and Contracts Manager Minnesota Department of Public Safety, Bureau of Criminal Apprehension 1430 East Maryland Avenue St. Paul, Minnesota 55106 (651) 793-2720	Federal Funding: CFDA None State Funding: Minnesota Laws of 2015, Chapter 65, Article 1, Section 11, Subdivision 6 Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a State employee will:
 Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Financial Crimes Prevention 2016 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 1430 East Maryland Avenue, St. Paul, Minnesota 55106. The Grantee shall also comply with all requirements referenced in the Financial Crimes Prevention 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Agreement

Page 2 of 2

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No. A-FCP-2016-ROSEVLPD-00008/3-39458

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

66

67

68

69

Distribution: DPS/FAS

Grantee

State's Authorized Representative

**Financial Crimes Prevention
2016**

EXHIBIT A

Organization: Roseville Police

Department

A-FCP-2016-ROSEVLPD-00008

Budget Summary

Financial Crime Prevention : Preventing Financial Crimes Against Seniors	
Budget Category	Award
Program Expenses	
1500 Imprinted Uni-Ball 207pens	\$2,940.00
2000 Imprinted Identity Theft Brochures	\$695.00
2000 Imprinted Senior Scams Brochures	\$740.00
2000 RFID Imprinted Credit Card Holders/ Sleeves	\$1,450.00
Credit Card Reader/Writer	\$150.00
Total	\$5,975.00
Total	\$5,975.00

03/09/2016

Page 1 of 1

REQUEST FOR CITY COUNCIL ACTION

Agenda Date: **04/11/2016**

Agenda Item: 11.a

Department Approval



City Manager Approval



Item Description: Adopt an Ordinance Creating Planned Unit Development Standards within the City Code (**PROJ0017**).

BACKGROUND

In May 2015, The City Council approved the hiring of Sambatek to complete the Planned Unit Development (PUD) standards.

On July 6, 2015, Ben Gozola of Sambatek, the consultant for the creation of Planned Unit Development (PUD) standards, was present to listen and discuss with the Planning Commission and City Council various aspects of planned unit developments and the sorts of code regulation the Commission and Council may want to consider for their ordinance (Attachment E).

On December 7, 2015, Mr. Gozola met again with the City Council to review the proposed draft PUD and was given additional comments and directed to proceed through the formal review and approval process (Attachment F).

On March 28, 2016, the City Council received an overview of the final PUD ordinance (Attachment A) and suggested Mr. Gozola come back with several clarifying changes. Changes to the draft PUD are outlined in an email received by Mr. Gozola and attached to the redlined version of the PUD (Attachment B).

PUBLIC COMMENT

On February 3, 2016, the Planning Commission held the duly noticed public hearing regarding the establishment of new PUD standards. At the hearing Commissioners asked a number of questions and sought clarification on six items (See Attachment G).

The Planning Commission voted 6-0 to recommend approval of the establishment of new PUD standards, including six minor corrections/changes.

SUGGESTED CITY COUNCIL ACTION

Adopt an Ordinance establishing PUD standards, based on a review of the PUD ordinance, comment received by the public, and those noted by Planning Commissioners.

Prepared by: Kari Collins, Interim Community Development Director

Attachments:	A: March 28, 2016 Overview	F: 120715 CC minutes
	B: Draft PUD with Markups	G: 020316 PC minutes
	C: Draft PUD Ordinance for Approval	H: 032816 CC minutes
	D: Ordinance Summary	
	E: 070615 CC minutes	

Memorandum

DATE: 3/28/16

TO: Roseville City Council

FROM: Ben Gozola, AICP

SUBJECT: Planned Unit Development Ordinance Update

Overview

With the tree preservation ordinance complete, Sambatek began work on the Planned Unit Development (PUD) section of code in November of 2015, and presented initial draft language to Council in December. Edits were made to the draft as directed, and the ordinance was examined at a public hearing before the Planning Commission in February. Final edits as directed by the Commission have now been incorporated into the final draft version currently before the Council for potential adoption.

Dating back to our initial meeting with the Planning Commission and City Council, general goals we were asked to achieve with this ordinance included:

- *Approve PUDs as an overlay district to ensure that underlying zoning will apply to issues not specifically addressed by the PUD*
- *PUDs cannot be a variance work around...there must be trade-offs*
- *Documentation of the give and take must be provided by the applicant*
- *Flexibility should extend to at least building placement, trees & landscaping, open spaces, parking standards, and exterior materials*
- *Tradeoffs should include at least better storm water management, Increased setbacks & buffering, sustainability improvements, and structured parking*
- *Do not tie PUDs to specific types of developments*
- *Keep some creativity in the process to allow for new and exciting things to come forward*

Review

The final ordinance before the City Council is organized as follows:

- (A) Purpose and Intent** – This is the section that tells potential applicants what the City wishes to achieve through the PUD process, and sets the stage for future decision making on what is an acceptable PUD. We have identified a number of potential over-arching goals the City would like to accomplish with these types of projects.
- (B) Initiation of Proceedings** – Rather than reinvent the wheel, we simply followed standard language used throughout the Roseville ordinance to explain how the PUD process can be initiated.
- (C) Reflection on the Official Zoning Map** – As recommended, we have crafted the language in this section to adopt PUD's via an overlay district rather than as a stand-alone zoning district. This ensures that underlying zoning standards will still be applicable unless specifically amended by the overlay district. Approaching PUDs this way ensures that the City will be protected if any details are missed during the development review process.
- (D) Permitted Locations for PUD rezoning** – As requested, PUDs would be allowed for all types of development in all districts under this draft language.
- (E) PUD Qualifications** – We are recommending that any land proposed to develop as a PUD be under single ownership, or if under multi-party control, be required to provide “legally sufficient written consent” from all persons and entities with ownership interest. Additionally, we are recommending that PUDs be a minimum of two (2) acres in size unless it can be demonstrated that a project of superior design can be achieved or that greater compliance with the comprehensive plan goals and policies can be attained through use of the PUD process on a smaller parcel.
- (F) Permitted Uses within a PUD** – In this section, we restrict uses to those that are allowed by underlying zoning, but leave the door open for new uses if the Community Development Department deems that such a new use is “substantially similar” to an allowed use. This ensures that new industries seeking a home in Roseville could potentially do so via PUD even if their specific use isn't defined in code. Also addressed is the specialization of uses within a PUD. Whereas subdivision (a) states that uses will be limited to those allowed by underlying zoning, subdivision (b) grants the City flexibility to tailor use restrictions to the PUD site and surroundings. For example, current Roseville codes state that “no commercial

transactions" can occur at a mini-storage facility. This provision could potentially allow someone to propose a mini-storage facility that includes a management office, sale of boxes and moving equipment, etc. The "use" hasn't changed, but the general regulations *governing the use* were tailored specifically for the site. Protection against impacts to the surrounding properties are built into the review process to ensure that such changes are appropriate.

(G) Areas of Flexibility – The suggested areas of flexibility within this draft were taken directly from the feedback received at the project kick off meeting: Building Placement, Trees & Landscaping Requirements, Open Spaces, Parking Standards, Exterior Materials, and Density. We are also suggesting a catch-all category of "other" in the event an applicant can show why an unlisted area of flexibility is in-line with the intent of the PUD ordinance. Despite our best efforts, we cannot always envision what the next big thing might be, and this criteria could leave the door open for something special that might otherwise be put on hold if a zoning amendment were necessary.

(H) PUD Review Criteria – This section sets up the test for when a PUD should be approved and when a PUD should be denied. Include too many criteria, and PUDs can become hard to approve. Include too few criteria, and PUDs will not produce the desired results. We believe we have struck a proper balance that will both net a good development, and will ensure the PUD is not used as a variance work around. In order to satisfy these review criteria, a development will have to be of top quality and prove it is deserving of the flexibility discussed in the previous subsection.

Per the framework of we've created, all PUDs will need to achieve the following goals: high quality buildings and aesthetics, blending in with peripheral development including minimization of conflicts, all modifications to underlying zoning must be addressed for adverse impacts, and phases must be able to stand alone. Beyond that, we are requiring that at least one of the city's specific goals are also achieved: sustainability improvements, improved storm water management, enhanced buffering, or structured parking.

(I) PUD Review Procedures – the review procedures are fairly repetitive, but can be summarized by the following steps:

- 1) Initial Developer Open House – this will be the public's first notice of the potential development, and will allow the applicant to work with the neighbors from the outset of the project. City staff has added this since the first version was before Council.

- 2) PUD Sketch Plan – feedback from the open house and initial plans are shared with the City Council for general feedback and direction. Staff will identify plan sets that were deemed unnecessary to review the application so Council may direct otherwise should they disagree. No formal decisions are made at the sketch plan phase
- 3) Second Developer Open House – using the feedback from sketch plan, the developer is required to prepare a concept plan that addresses the City's concerns. Before being presented to the City, the revised plan is again shown to the public first at a second developer's open house.
- 4) PUD Concept Plan – This stage includes review of a preliminary plat and all preliminary plan sets necessary to fully review the proposed development plan. Colored renderings, a detailed concept site plan, grading & erosion control plans, utility plans, tree preservation plans and a traffic study (if required), amongst other plan sets will allow the Planning Commission and City Council to determine if the PUD should be approved or denied. Staff will also pen an initial draft of the Overlay district at this stage for finalization at Final Plan should the Concept plan be approved.
- 5) PUD Final Plan – PUD final plan is analogous to Final Plat. All plans and materials must be updated in conformance with conditions of Concept plan approval, the developers agreement must be finalized, and all legal documents must be in order. The overlay district language will be finalized and published during this step, after which the plat may be filed at the County and development may begin.

All told, the public will have up to five (5) opportunities to provide feedback to either the developer, planning commission, or City Council throughout the course of the project.

(J) PUD Amendments – Procedures for amending approved PUDs are outlined for both PUD Overlay Districts and pre-existing PUDs. Amendments to approved overlay districts can take one of three forms:

- 1) Administrative Amendments which are relegated to only minor changes dictated by engineering or other circumstances which have no appreciable real-world impacts. Such changes must conform to the approved overlay district intent and be consistent with all requirements of the PUD ordinance.

- 2) Ordinance Amendments which may be needed to update language within the adopted overlay district ordinance. This process is intended to be used to amend or clarify language within the code, and all changes must be consistent with the intent of the original PUD approval.
- 3) All other proposed changes that do not qualify for an Administrative Amendment and cannot be realized through a minor text change in the overlay district language must be processed through a PUD Amendment. This requires the applicant to restart the development process at the second required open house.

(K) PUD Cancellation – In the event a PUD needs to be eliminated (i.e. an older PUD that no longer serves any purpose), this section will guide the City process.

(L) Administration – This section includes some generalized language we like to include in our ordinances: protection from the 60-day rule due to procedures, and regulations on preconstruction within a proposed PUD.

Public Hearing

The planning commission held a public hearing in February to obtain feedback on the regulations. Following the hearing, the Commission recommended a number of changes to the language which are all reflected in the final draft. Minutes from the Planning Commission meeting are attached for your reference.

Attachments

Following this memo, staff has provided two documents to (hopefully) make understanding and reviewing this ordinance easy.

- **Attachment A:** This is a clean copy of the proposed language to allow for easy reading of the ordinance. This copy also includes comments to explain specific provisions being proposed.
- **Attachment B:** This is the official ordinance document you are asked to take action on tonight.

Kari Collins

From: Benjamin Gozola, AICP <BGozola@sambatek.com>
Sent: Tuesday, April 05, 2016 9:01 AM
To: Kari Collins; Thomas Paschke
Subject: RE: PUD Ordinance Updates
Attachments: ORD_PUDs_CC_04-05-16.docx; Comparison Document_Roseville PUD_CC_04-05-16.docx; Summary Publication Resolution_PUD_03-28-16.docx

Kari,

Attached are the updated documents. Note that in addition to the changes requested by Council, both sides have made a number of minor grammatical or punctuation updates which are also shown in the red-lined version. Council driven changes are highlighted in yellow.

Again, Council updates include:

- 1023.07(F) was updated to say “residential” density
- 1023.09(E)(2)(i) was updated to remove the first sentence which read “The Development Agreement may require an Operating and Maintenance Plan.”
- 1023.09(E)(3) was updated to include a new subdivision “b” that requires staff to once again disclose any informational requirements that were waived. Note that Council had identified this as becoming a new subdivision “c,” but it seemed to fit better as “b” given the language in subdivision “a.”
- I added a new 1023.09(E)(4) to outline a specific time limit to act on an approved PUD. I used language similar to your time deadlines for conditional use permits.
- 1023.10 was updated to remove the possessive from PUDs.

Please let me know if you need anything further – thank you!

Benjamin Gozola

Senior Planner

763.746.1650 BGozola@sambatek.com



Engineering | [Surveying](#) | [Planning](#) | [Environmental](#)
[MFRA is now Sambatek!](#)



From: Kari Collins [mailto:Kari.Collins@cityofroseville.com]

Sent: Tuesday, April 05, 2016 8:06 AM

To: Benjamin Gozola, AICP; Thomas Paschke

Subject: RE: PUD Ordinance Updates

Ben, will you send the revised redlined version as well? Just want to make sure the clean/redlined version match.

Thanks,

City of Roseville

ORDINANCE NO. ____

AN ORDINANCE ADDING TEXT TO TITLE 10 ZONING ORDINANCE
OF THE ROSEVILLE CITY CODE RELATING TO
PLANNED UNIT DEVELOPMENTS

THE CITY OF ROSEVILLE ORDAINS:

Section 1. The City Council of the City of Roseville hereby adopts City Code, Title 10, Chapter 1023: Planned Unit Developments, as follows (formatting to match existing code standards):

1023.01: PURPOSE AND INTENT

A. The purpose of the Planned Unit Development (PUD) zoning district is to provide greater flexibility in the development of residential and non-residential areas in order to achieve more creative development outcomes while remaining economically viable and marketable. This is achieved by undertaking a process that results in a development outcome exceeding that which is typically achievable through the underlying zoning district. The City reserves the right to deny establishment of a PUD overlay district and direct a developer to re-apply under the standard applicable zoning district if it is determined that proposed benefits do not justify requested flexibilities.

B. Overarching goals (not requirements) of the City in approving a PUD include but are not limited to:

1. Higher standards of site and building design such that a new development appears attractive and inviting from all surrounding parcels;
2. Greater utilization of new technologies in building design, construction, and land development;
3. A more creative and efficient use of land than would otherwise be possible;
4. Incorporation of extensive landscaping and site amenities in excess of what is required by code;
5. Creation of high-quality park, open space, and trail opportunities that exceed the expectations established in the Comprehensive Plan;

6. Enhanced access to a convenient and efficient multi-modal transportation option to service the daily needs of residents at peak and non-peak use levels, with high connectivity to the larger community;
7. Creative designs that reduce initial infrastructure costs as well as long-term maintenance and operational costs;
8. The preservation and enhancement of desirable site characteristics (including flora and fauna, scenic views, and screening, ~~etc~~);
9. Flexibility in design and construction to alleviate anticipated impacts to nearby properties, and to provide greater opportunity for increased buffers between uses of differing ~~intensity~~ intensities;
10. Incorporation of structured parking to hide vehicle storage and to promote opportunities for improved buffering between intensive uses and sensitive areas;
11. Elimination of repetition by encouraging a housing mixture that diversifies the architectural qualities of a neighborhood;
12. Facilitation of a complementary mix of lifecycle housing; and
13. Accommodation of higher development intensity in areas where infrastructure and other systems are capable of providing appropriate levels of public services; and subsequently lower intensity in areas where such services are inadequate, or where natural features require protection and/or preservation.

1023.02: INITIATION OF PROCEEDINGS

The owner of property on which a PUD is proposed shall file the applicable application for approval of the PUD by paying the fee(s) set forth in Chapter 314 of this Code and submitting a completed application form and supporting documents as set forth on the application form and within this Section. Complete applications shall be reviewed by City Commissions as deemed necessary by the Community Development Department, including a public hearing before the Planning Commission, and be acted upon by the City Council according to the process set forth in Chapter 108 of this Code. If a proposed PUD is denied, any subsequent application for a substantially similar PUD within one (1) year of the date of denial shall fully address all findings which supported the denial prior to being accepted as complete.

1023.03: REFLECTION ON THE OFFICIAL ZONING MAP

- A. PUD provisions provide an optional method of regulating land use which permits flexibility from standard regulating provisions. Establishment of a PUD shall require adoption of an ordinance creating an overlay zoning district atop the boundaries of the development area. For each PUD District, a specific ordinance shall be adopted establishing all rules which shall supersede underlying zoning. Issues not specifically addressed by the PUD Overlay ~~district~~District shall be governed by the underlying zoning district regulations.
- B. All PUDs approved prior to [date of ordinance publication] shall be allowed to continue per the original conditions of approval.

1023.04: PERMITTED LOCATIONS FOR PUD REZONING

Establishment of a PUD ~~overlay district~~Overlay District may be requested for any area regardless of current zoning.

1023.05: PUD QUALIFICATIONS

- A. Establishment of a PUD will be considered only for areas of land in single ownership or control. Alternatively, multiple party ownership, in the sole discretion of the City, is acceptable when legally sufficient written consent from all persons and entities with ownership interest is provided at the time of application.
- B. Projects eligible for a PUD shall have a site which consists of a parcel or contiguous parcels of land two (2) acres or more in size. Tracts of less than two ~~(2)~~-acres may be eligible for a PUD overlay district only if the applicant can demonstrate that a project of superior design can be achieved, or that greater compliance with the comprehensive plan goals and policies can be attained through use of the PUD process.

1023.06: PERMITTED USES WITHIN A PUD

- A. The extent of permitted land uses within a PUD shall be limited to those land uses that are either permitted or deemed by the Community Development Department to be substantially similar to those allowed in the underlying zoning district.
- B. Adopted PUD ~~overlay district~~Overlay District regulations may include specific provisions governing uses which supersede underlying zoning requirements.
- C. More than one building may be placed on one lot in a PUD.

1023.07: AREAS OF FLEXIBILITY

Flexibility provided through a PUD will not to be approved simply to avoid adherence to underlying zoning regulations, but instead must be used as a springboard to new development that would not otherwise be possible utilizing existing zoning standards. Areas of possible flexibility include [the following](#):

- A.** Building Placement – including zero lot line construction subject to building code allowances. Specifications and standards for lots and setbacks shall be at the discretion of [the City Council](#), and shall encourage a desirable living or working environment which assists in achieving the goals set out for PUDs in Section 1023.01(B).
- B.** Trees/Landscaping Requirements – requires specialized landscaping plans that better address on-site needs and adjacent property concerns than would otherwise be required.
- C.** Open Spaces – provision of public open spaces that are enhanced with public art and other amenities to provide a congregation area and a unique sense of place within the development.
- D.** Parking Standards – a change in stall or lot configuration requirements in exchange for structured parking, better screening of parking areas, or higher quality landscaping throughout a parking area.
- E.** Exterior Materials – flexibility on exterior materials to allow for unique architectural expression.
- F.** Density – up to a 10% increase in [residential](#) density if the PUD provides substantially more site amenities and achieves more comprehensive plan goals than could be achieved in a conventional development for the applicable land use zone.
- G.** Other – the City Council reserves the right to consider other modifications to underlying zoning requirements not listed above provided such changes are supportable under the PUD review criteria listed in Section 1023.08.

1023.08: PUD REVIEW CRITERIA

The following findings shall be made by the City Council prior to approval of a new or amended PUD ~~overlay district~~ [Overlay District](#):

- A.** The quality of the building and site design proposed by the PUD will substantially enhance aesthetics of the site and implement relevant goals and policies of the comprehensive plan;
- B.** The design creates a unified environment within the project boundaries by ensuring architectural compatibility of all structures, efficient vehicular and pedestrian circulation, enhanced landscaping and site features, and efficient use of utilities;

C. The design achieves maximum compatibility with surrounding land uses, both existing and anticipated, and shall minimize the potential adverse impacts that the PUD and surrounding land uses may have on one another;

D. The design takes into consideration proposed modification of underlying zoning requirements; and provides appropriate solutions to eliminate adverse impacts that proposed modifications may impose on surrounding lands;

E. If the proposed PUD involves construction over two or more phases, the applicant has demonstrated that each phase is capable of being a stand-alone development independent of other phases; and

F. At least one or more of the following specific goals will be achieved by the proposed PUD:

1. Sustainability Improvements

Multiple sustainability techniques are incorporated into the development plans including but not necessarily limited to:

- a. Implementation of high-quality construction standards and the use of high-quality construction materials to ensure the longevity of the proposed project;
- b. Improvements to reduce the project's energy load, increase energy efficiency, and maximize the use of renewable energy sources;
- c. Inclusion of facilities to reuse or recycle water for on-site uses such as irrigation; and/or
- d. Enhancement of Indoor Environmental Quality (IEQ) by maximizing interior daylight, investment in appropriate ventilation and moisture control, occupant control over systems such as lighting and temperature, and avoidance of materials with high-VOC emissions.

2. Improved Storm Water Management

Where appropriate, maximizing~~maximize~~ the use of ecologically based approaches to storm water management, restoration or enhancement of on-site ecological systems, and protection of off-site ecological systems through the application of Low Impact Development (LID) practices.

3. Enhanced Buffering

Along property lines that abut different use types, implementation of two or more of the following techniques:

- a. Significant vegetative screening and maintenance of existing vegetation if possible and appropriate;
- b. Increased setbacks; and/or
- c. Inclusion of berms, walls, fencing, or a combination of such.

4. Structured Parking

Inclusion of structure parking to minimize land area dedicated to vehicles thereby maximizing uses elsewhere on the property.

1023.09: PUD REVIEW PROCEDURE

All requests to establish a ~~Planned Unit Development overlay district~~ PUD Overlay District shall be initiated by following the steps below.

A. Developer Open House Required

- 1. Prior to submitting ~~an application for~~ PUD Sketch Plan application for review, the applicant shall be required to hold a Developer Open House meeting in accordance with the provisions of Chapter 1102, Section 1102.01(B).
- 2. The written summary required by Chapter 1102, Section 1102.01(B)(5) shall be submitted to the City as a component of the subsequent PUD Sketch Plan application.

B. PUD Sketch Plan

1. Purpose

The PUD Sketch Plan is the next step in the public engagement process, which gives the developer an opportunity to present their ideas to the City Council and the public so as to gain general feedback on areas that will require additional analysis, study, design, and changes, ~~etc.~~ Feedback gained during the PUD Sketch Plan phase should be addressed within the subsequent PUD Concept Plan to be presented at a second required Developer Open House meeting prior to formal submittal.

2. Specific PUD Sketch Plan Submittal Requirements

Except as may be waived by the Community Development Department, the following information shall constitute a complete application for the PUD Sketch Plan~~;~~:

- a. A listing of contact information including name(s), address(es) and phone number(s) of~~;~~ the owner of record, authorized agents or representatives, the engineer, the surveyor, and any other relevant associates;
- b. A listing of the following site data: Address~~address~~, current zoning, parcel size in acres and square feet and the current legal description(s);
- c. A narrative explaining the applicant's proposed objectives for the PUD, a listing of the areas of flexibility from standard zoning sought through the use of PUD design, and an explanation of how the proposal addresses the PUD review criteria in Section 1023.08;
- d. A listing of general information including the number of proposed residential units, commercial and/or industrial land uses and square footages by category of use, public use areas including a description of proposed use, and any other land use proposed as part of the PUD;
- e. Calculation of the proposed density of the project and the potential density under standard zoning regulations, including both gross density and net density accounting for developable and undevelopable land. Undevelopable land for the purposes of this calculation shall include all wetlands, floodplain, slopes greater than 18%, poor soils and areas of concentrated woodlands~~;~~;
- f. The outline of a conceptual development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas~~);~~; and
- g. A PUD Sketch Plan illustrating the nature and type of proposed development. At a minimum, the plan should show:
 - i. Area calculations for gross land area;
 - ii. Existing zoning district(s) on the subject land and all adjacent parcels;
 - iii. Layout of proposed lots and proposed uses. Denote outlots planned for public dedication and/or open space (such as schools, and parks, ~~etc.~~);
 - iv. Area calculations for each parcel;
 - v. General location of wetlands and/or watercourses over the property and within 200 feet of the perimeter of the subdivision parcel;
 - vi. Location of existing and proposed streets within and immediately adjacent to the subdivision parcel;

- vii. Proposed sidewalks and trails;
- viii. Proposed parking areas;
- ix. Proposed parks, common areas, and preservation easements (indicate public vs. private if applicable);
- x. General location of wooded areas or significant features (environmental, historical, cultural) of the parcel;
- xi. Location of utility systems that will serve the property; and
- xii. ~~Other: An applicant may submit any~~ Any additional information that may explain the proposed PUD.

3. PUD Sketch Plan Proposal Review

Upon receiving a PUD Sketch ~~plan~~ Plan proposal application, the Community Development Department shall schedule a date upon which the City Council will review the Sketch Plan application plans and provide feedback to the applicant.

- a. During the meeting, the City Council may make comment on the merit, needed changes, and suggested conditions that the proposer should adhere to with any future application.
- b. Staff should identify information submittals that were waived so the City Council may determine if such is needed for PUD Concept Plan submittal.
- c. The City Council may take comment from the public as part of the meeting.
- d. The City Council shall make no formal decision as part of the consideration. The City Council's comments are explicitly not an approval or denial of the project, andbut are intended only to provide information for the applicant to consider prior to application for a possible PUD Concept Plan.

C. Second Developer Open House Meeting Required

- 1. Prior to submitting ~~an application for a~~ PUD Concept Plan application for review, the applicant shall be required to hold a second Developer Open House meeting in accordance with the provisions of Chapter 1102, Section 1102.01(B).
- 2. The written summary required by Chapter 1102, Section 1102.01(B)(5) shall be submitted to the City as a component of the subsequent PUD Concept Plan application.

D. PUD Concept Plan

1. Prerequisites

- a. No application for a PUD Concept Plan will be accepted unless a distinctly similar proposal has completed the PUD Sketch Plan review process within the previous year from the date of the Concept Plan application.
- b. No application for a PUD Concept Plan will be accepted unless the required developer open house meeting has been held not less than 15 days and not more than 45 days prior to the submission of a PUD Concept ~~PUD~~ application.

2. PUD Concept Plan Submittal Requirements

Except as may be waived by the Community Development Department, the following information shall constitute a complete application for PUD Concept Plan.

- a. All required information for a preliminary plat per Chapter 1102, Section 1102.01(C) and Section 1102.02~~;~~
- b. A written summary of the required Developer Open House meeting as required by Chapter 1102, Section 1102.01(B)(5)~~;~~
- c. A separate PUD Concept Site Plan ~~which~~that includes the following information:
 - i. Administrative information (including identification of the drawing as a “PUD Concept Plan,” the proposed name of the project, contact information for the developer and individual preparing the plan, signature of the surveyor and civil engineer certifying the document, date of plan preparation or revision, and a graphic scale and north arrow);
 - ii. Area calculations for gross land area, wetland areas, right-of-way dedications, and proposed public and private parks or open space;
 - iii. Existing zoning district(s) on the subject land and all adjacent parcels;
 - iv. Layout of proposed lots with future lot and block numbers. The perimeter boundary line of the subdivision should be distinguishable from the other property lines. Denote Outlots planned for public dedication and/or open space (such as schools, and parks, ~~etc.~~);
 - v. Area calculations for each parcel;
 - vi. Proposed setbacks on each lot (forming the building pad) and calculated buildable area;
 - vii. Proposed gross hardcover allowance per lot (if applicable);
 - viii. Existing contours at intervals of two feet. Contours must extend a minimum of 200 feet beyond the boundary of the parcel(s) in question;
 - ix. Delineation of wetlands and/or watercourses over the property;

- x. Delineation of the ordinary high water levels of all water bodies;
 - xi. Location, width, and names of existing and proposed streets within and immediately adjacent to the subdivision parcel;
 - xii. Easements and rights-of-way within or adjacent to the subdivision parcel(s);
 - xiii. The location and orientation of proposed buildings;
 - xiv. Proposed sidewalks and trails;
 - xv. Vehicular circulation system showing location and dimension for all driveways, parking spaces, parking lot aisles, service roads, loading areas, fire lanes, emergency access, and if necessary, public and private streets, alleys, sidewalks, bike paths, direction of traffic flow and traffic control devices;
 - xvi. Lighting location, style, and mounting ~~and~~system, as well as a light distribution plan;
 - xvii. Proposed parks, common areas, and preservation easements (indicate public vs. private if applicable); and
 - xviii. Location, access and screening detail of large trash handling and recycling collection areas.
- d. Colored renderings which detail the building materials being used and clearly communicate the look and design of the proposed building(s);
 - e. A grading drainage and erosion control plan prepared by a registered professional engineer providing all information as required by Public Works and/or the Community Development Department;
 - f. A utility plan providing all information as required by Public Works and/or the Community Development Department;
 - g. A landscape plan prepared by a qualified professional providing all information outlined in Section 1011.03, Landscaping and Screening in All Districts;
 - h. A tree preservation plan as required by Section 1011.04, Tree Preservation and Restoration in All Districts;
 - i. The location and detail of signage providing all pertinent information necessary to determine compliance with Chapter 1010, Sign Regulations;
 - j. A traffic study containing, at a minimum, the total and peak-hour trip generation from the site at full development, and the effect of such traffic on the level of service of nearby and adjacent streets, intersections, and total parking requirements;
 - k. A plan sheet or narrative clearly delineating all features not consistent with underlying zoning regulations, and all PUD goals being addressed in exchange for the desired areas of flexibility; and

- 314 l. Any other information as directed by the Community Development Department.

315 **3. PUD Concept Plan Review**

- 316 a. As part of the review process for a PUD Concept Plan, the Community Development
317 Department shall generate an analysis of the proposal against the expectations for
318 PUDs, and make a recommendation regarding the proposed overlay district for
319 Planning Commission and City Council consideration.
- 320 b. The Community Development Department shall prepare a draft ordinance to
321 establish the potential overlay district to be established as a component of the PUD
322 Final Plan.
- 323 c. The Planning Commission shall hold a public hearing and consider the application's
324 consistency with the goals for PUDs, the PUD review criteria, and applicable
325 ~~comprehensive plan~~ Comprehensive Plan goals. The Planning Commission shall
326 make recommendations to the City Council on the merit, needed changes, and
327 suggested conditions to impose on the PUD.
- 328 d. In approving or denying the PUD Concept Plan, the City Council shall make findings
329 on the PUD review criteria outlined in Section 1023.08.
- 330 e. As a condition of PUD Concept Plan approval, ~~finalization~~, adoption, and publication
331 of an overlay district ordinance ~~shall need to~~ must occur prior to the filing of any
332 future final plat.

333 **E. PUD Final Plan**

334 **1. Application Deadline**

335 Application for a PUD Final Plan shall be submitted for approval within ninety (90) days
336 of City Council approval of the PUD Concept Plan unless a written request for a time
337 extension is submitted by the applicant and approved by the City Council.

338 **2. PUD Final Plan Submittal Requirements**

339 Except as may be waived by the Community Development Department, the following
340 information shall constitute a complete application for PUD Final Plan:

- 341 a. All required information for a final plat per Chapter 1102, Section 1102.04;
- 342 b. All required PUD Concept Plan documents, other than the preliminary plat, shall be
343 updated to incorporate and address all conditions of PUD Concept Plan approval;
- 344 c. Any deed restrictions, covenants, agreements, and articles of incorporation and
345 bylaws of any proposed homeowners' association or other documents or contracts
346 which control the use or maintenance of property covered by the PUD;

- d. A final staging plan, if staging is proposed, indicating the geographical sequence and timing of development, including the estimated start and completion date for each stage;
- e. Up-to-date title evidence for the subject property in a form acceptable to the Community Development Department;
- f. Warranty deeds for ~~Property~~property being dedicated to the City ~~for all such as~~ parks, ~~outlots, etc., and~~ ~~o~~Outlots must be free from all liens and encumbrances;
- g. All easement dedication documents for easements not shown on the final plat including those for trails, ingress/egress, ~~etc.,~~ together with all necessary consents to the easement by existing encumbrancers of the property;
- h. Any other information deemed necessary by the Community Development Department to fully present the intention and character of the PUD; ~~and~~
- i. ~~The Development Agreement may require an Operating and Maintenance Plan.~~ If certain land areas or structures within the PUD are designated for recreational use, public plazas, open areas or service facilities, the owner of such land and buildings shall provide a plan to the ~~C~~eity that ensures the continued operation and maintenance of such areas or facilities in a manner suitable to the city.

3. PUD Final Plan Review

- a. The Community Development Department shall generate an analysis of the final documents against the conditions of PUD Concept Plan approval, and make a recommendation as to whether all conditions have been met or if additional changes are needed.
- ~~b.~~ Staff should once again identify any information submittals that were waived so Council may determine if such is needed prior to making a final decision.
- ~~b.c.~~ The Community Development Department shall finalize the ordinance to establish the proposed ~~overlay district~~o~~Overlay d~~istrict for consideration by the Planning Commission and City Council.
- ~~c.d.~~ The Planning Commission shall hold a public hearing on the proposed ~~o~~Overlay ~~d~~istrict ordinance and Final PUD Plans, and shall submit a recommendation to the City Council for consideration. Because a PUD Concept Plan was previously approved, the Planning Commission's recommendation shall only focus on whether the Ordinance and PUD Final Plan are in substantial compliance with the Preliminary PUD Concept Plan and the required conditions of approval.
- ~~d.e.~~ The City Council shall then consider the recommendations of the Community Development Department, the public, and the Planning Commission; and make a decision of approval or denial, in whole or in part, on the PUD Final Plan. A denial shall only be based on findings that a PUD Final Plan is not in substantial compliance with the approved PUD Concept Plan and/or the required conditions of approval.

f. As a condition of PUD Final Plan approval, publication of the ~~overlay district~~Overlay dDistrict ordinance shall be required prior to filing of the approved final plat.

e.g. Planned Unit Development Agreement.

- i. At its sole discretion, the City may as a condition of approval, require the owner and developer of the proposed PUD to execute a development agreement which may include but not be limited to all requirements of the PUD Final Plan.
- ii. The development agreement may require the developers to provide an irrevocable letter of credit in favor of the City. The letter of credit shall be provided by a financial institution licensed in the state and acceptable to the City. The City may require that certain provisions and conditions of the development agreement be stated in the letter of credit. The letter of credit shall be in an amount sufficient to ensure the provision or development of improvement called for by the development agreement.

f.h. As directed by the City, documents related to the PUD shall be recorded against the property.

4. Time Limit

a. A ~~Planned Unit Development~~PUD shall be validated by the applicant through the commencement of any necessary construction or establishment of the authorized use(s), subject to the permit requirements of Title 9 of this Code, in support of the ~~Planned Unit Development~~PUD within one (1) year of the date of PUD Final Plan approval. Failure to meet this deadline shall render the PUD Final Plan approval void. Notwithstanding this time limitation, the City Council may approve extensions of the time allowed for validation of the ~~Planned Unit Development~~PUD approval if requested in writing by the applicant; extension requests shall be submitted to the Community Development Department and shall identify the reason(s) why the extension is necessary along with an anticipated timeline for validation of the ~~Planned Unit Development~~PUD.

b. An application to reinstate a PUD that was voided for not meeting the required time limit shall be administered in the same manner as a new PUD beginning with ~~aat~~ PUD Concept Plan [The prerequisite for a previous PUD Sketch Plan submittal shall not apply, but the required open house in 1023.09(C) must be held].

1023.10: PUD AMENDMENTS

Approved ~~PUD's~~PUDs may be amended from time to time as a result of unforeseen circumstances, overlooked opportunities, or requests from a developer. At such a time, the applicant shall make an application to the ~~city~~City for a PUD amendment.

A. Existing PUD Overlay Districts

Amendments for approved PUD Overlay ~~districts~~Districts shall be processed as one of the following:

1. Administrative Amendment

The Community Development Department may approve minor changes in the location, placement, and height of buildings if such changes are required by engineering or other circumstances, provided the changes conform to the approved ~~overlay district~~Overlay District intent and are consistent with all requirements of the PUD ordinance. Under no circumstances shall an administrative amendment allow additional stories to buildings, additional lots, or changes to designated uses established as part of the PUD. An Administrative Amendment shall be memorialized ~~via~~in a letter signed by the Community Development Director and recorded against the PUD property.

2. Ordinance Amendment

A PUD change requiring a text update to the adopted PUD overlay district language shall be administered in accordance with adopted regulations for zoning code changes in Chapter 1009. Ordinance amendments shall be limited to changes that are deemed by the Community Development Department to be consistent with the intent of the original PUD approval, but are technically necessary due to construction of the adopted overlay district language.

3. PUD Amendment

Any change not qualifying for an administrative amendment or an ~~o~~Ordinance amendment shall require a PUD amendment. An application to amend a PUD shall be administered in the same manner as that required for a new PUD beginning ~~at~~with a PUD Concept Plan [the prerequisite for a previous PUD Sketch Plan submittal shall not apply, but the required open house in 1023.09(C) must be held].

B. Pre-existing PUDs Approved as a Special Use Permit

Pre-existing PUDs authorized prior to ~~[date this ordinance is effective]~~ shall continue to be governed per the original conditions of approval until the PUD is cancelled by the City, or the PUD is converted to a PUD ~~overlay district~~Overlay dDistrict. An application to amend a pre-existing PUD shall be administered in the same manner as that required for a new PUD beginning ~~at~~with a PUD Concept Plan. ~~[T~~he prerequisite for a previous PUD Sketch Plan submittal shall not apply, but the required open house in 1023.09(C) must be held].

1023.11: PUD CANCELLATION

A PUD shall ~~only~~ be cancelled and revoked only upon the City Council adopting an ordinance rescinding the overlay district or special use permit establishing the PUD. Cancellation of a PUD shall include findings that demonstrate that the PUD is no longer necessary due to changes in local regulations over time; is inconsistent with the Comprehensive Plan or other ~~application-applicable~~ land use regulations; threatens public safety, health, or welfare; or due to other applicable findings in accordance with law.

1023.12: ADMINISTRATION

In general, the following rules shall apply to all PUDs:

A. Rules and regulations

No requirement outlined in the PUD review process shall restrict the City Council from taking action on an application if necessary to meet state mandated time deadlines;

B. Preconstruction:

No building permit shall be granted for any building on land for which a PUD plan is in the process of review, unless the proposed building is allowed under the existing zoning and will not impact, influence, or interfere with the proposed PUD plan.

C. Effect on Conveyed Property:

In the event that any real property in an approved PUD is conveyed in total, or in part, the new owners thereof shall be bound by the provisions of the approved overlay district.

Section 2. Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this _____ day of _____, 2016

City of Roseville

ORDINANCE NO. ____

AN ORDINANCE ADDING TEXT TO TITLE 10 ZONING ORDINANCE
OF THE ROSEVILLE CITY CODE RELATING TO
PLANNED UNIT DEVELOPMENTS

THE CITY OF ROSEVILLE ORDAINS:

Section 1. The City Council of the City of Roseville hereby adopts City Code, Title 10, Chapter 1023: Planned Unit Developments, as follows (formatting to match existing code standards):

1023.01: PURPOSE AND INTENT

A. The purpose of the Planned Unit Development (PUD) zoning district is to provide greater flexibility in the development of residential and non-residential areas in order to achieve more creative development outcomes while remaining economically viable and marketable. This is achieved by undertaking a process that results in a development outcome exceeding that which is typically achievable through the underlying zoning district. The City reserves the right to deny establishment of a PUD overlay district and direct a developer to re-apply under the standard applicable zoning district if it is determined that proposed benefits do not justify requested flexibilities.

B. Overarching goals (not requirements) of the City in approving a PUD include but are not limited to:

1. Higher standards of site and building design such that a new development appears attractive and inviting from all surrounding parcels;
2. Greater utilization of new technologies in building design, construction, and land development;
3. A more creative and efficient use of land than would otherwise be possible;
4. Incorporation of extensive landscaping and site amenities in excess of what is required by code;
5. Creation of high-quality park, open space, and trail opportunities that exceed the expectations established in the Comprehensive Plan;

- 24 6. Enhanced access to a convenient and efficient multi-modal transportation option to
25 service the daily needs of residents at peak and non-peak use levels, with high
26 connectivity to the larger community;
- 27 7. Creative designs that reduce initial infrastructure costs as well as long-term
28 maintenance and operational costs;
- 29 8. The preservation and enhancement of desirable site characteristics (including flora and
30 fauna, scenic views, and screening);
- 31 9. Flexibility in design and construction to alleviate anticipated impacts to nearby
32 properties and to provide greater opportunity for increased buffers between uses of
33 differing intensities;
- 34 10. Incorporation of structured parking to hide vehicle storage and to promote
35 opportunities for improved buffering between intensive uses and sensitive areas;
- 36 11. Elimination of repetition by encouraging a housing mixture that diversifies the
37 architectural qualities of a neighborhood;
- 38 12. Facilitation of a complementary mix of lifecycle housing; and
- 39 13. Accommodation of higher development intensity in areas where infrastructure and
40 other systems are capable of providing appropriate levels of public services and
41 subsequently lower intensity in areas where such services are inadequate or where
42 natural features require protection and/or preservation.

43 **1023.02: INITIATION OF PROCEEDINGS**

44 The owner of property on which a PUD is proposed shall file the applicable application for
45 approval of the PUD by paying the fee(s) set forth in Chapter 314 of this Code and submitting a
46 completed application form and supporting documents as set forth on the application form and
47 within this Section. Complete applications shall be reviewed by City Commissions as deemed
48 necessary by the Community Development Department, including a public hearing before the
49 Planning Commission, and be acted upon by the City Council according to the process set forth in
50 Chapter 108 of this Code. If a proposed PUD is denied, any subsequent application for a
51 substantially similar PUD within one (1) year of the date of denial shall fully address all findings
52 which supported the denial prior to being accepted as complete.
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54 **1023.03: REFLECTION ON THE OFFICIAL ZONING MAP**

- 55 **A.** PUD provisions provide an optional method of regulating land use which permits flexibility
56 from standard regulating provisions. Establishment of a PUD shall require adoption of an
57 ordinance creating an overlay zoning district atop the boundaries of the development area.
58 For each PUD District, a specific ordinance shall be adopted establishing all rules which shall
59 supersede underlying zoning. Issues not specifically addressed by the PUD Overlay District
60 shall be governed by the underlying zoning district regulations.
- 61 **B.** All PUDs approved prior to [date of ordinance publication] shall be allowed to continue per
62 the original conditions of approval.

63 **1023.04: PERMITTED LOCATIONS FOR PUD REZONING**

64 Establishment of a PUD Overlay District may be requested for any area regardless of current
65 zoning.

66 **1023.05: PUD QUALIFICATIONS**

- 67 **A.** Establishment of a PUD will be considered only for areas of land in single ownership or
68 control. Alternatively, multiple party ownership, in the sole discretion of the City, is
69 acceptable when legally sufficient written consent from all persons and entities with
70 ownership interest is provided at the time of application.
- 71 **B.** Projects eligible for a PUD shall have a site which consists of a parcel or contiguous parcels
72 of land two (2) acres or more in size. Tracts of less than two (2) acres may be eligible for a
73 PUD overlay district only if the applicant can demonstrate that a project of superior design
74 can be achieved, or that greater compliance with the comprehensive plan goals and policies
75 can be attained through use of the PUD process.

76 **1023.06: PERMITTED USES WITHIN A PUD**

- 77 **A.** The extent of permitted land uses within a PUD shall be limited to those land uses that are
78 either permitted or deemed by the Community Development Department to be substantially
79 similar to those allowed in the underlying zoning district.
- 80 **B.** Adopted PUD Overlay District regulations may include specific provisions governing uses
81 which supersede underlying zoning requirements.
- 82 **C.** More than one building may be placed on one lot in a PUD.
83

84 **1023.07: AREAS OF FLEXIBILITY**

85 Flexibility provided through a PUD will not to be approved simply to avoid adherence to
86 underlying zoning regulations, but instead must be used as a springboard to new development that
87 would not otherwise be possible utilizing existing zoning standards. Areas of possible flexibility
88 include the following:

- 89 **A.** Building Placement – including zero lot line construction subject to building code
90 allowances. Specifications and standards for lots and setbacks shall be at the discretion of the
91 City Council and shall encourage a desirable living or working environment which assists in
92 achieving the goals set out for PUDs in Section 1023.01(B).
- 93 **B.** Trees/Landscaping Requirements – requires specialized landscaping plans that better address
94 on-site needs and adjacent property concerns than would otherwise be required.
- 95 **C.** Open Spaces – provision of public open spaces that are enhanced with public art and other
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- 97 **D.** Parking Standards – a change in stall or lot configuration requirements in exchange for
98 structured parking, better screening of parking areas, or higher quality landscaping
99 throughout a parking area.
- 100 **E.** Exterior Materials – flexibility on exterior materials to allow for unique architectural
101 expression.
- 102 **F.** Density – up to a 10% increase in residential density if the PUD provides substantially more
103 site amenities and achieves more comprehensive plan goals than could be achieved in a
104 conventional development for the applicable land use zone.
- 105 **G.** Other – the City Council reserves the right to consider other modifications to underlying
106 zoning requirements not listed above provided such changes are supportable under the PUD
107 review criteria listed in Section 1023.08.

108 **1023.08: PUD REVIEW CRITERIA**

109 The following findings shall be made by the City Council prior to approval of a new or amended
110 PUD Overlay District:

- 111 **A.** The quality of the building and site design proposed by the PUD will substantially enhance
112 aesthetics of the site and implement relevant goals and policies of the comprehensive plan;
- 113 **B.** The design creates a unified environment within the project boundaries by ensuring
114 architectural compatibility of all structures, efficient vehicular and pedestrian circulation,
115 enhanced landscaping and site features, and efficient use of utilities;

- 116 C. The design achieves maximum compatibility with surrounding land uses, both existing and
117 anticipated, and shall minimize the potential adverse impacts that the PUD and surrounding
118 land uses may have on one another;
- 119 D. The design takes into consideration proposed modification of underlying zoning requirements
120 and provides appropriate solutions to eliminate adverse impacts that proposed modifications
121 may impose on surrounding lands;
- 122 E. If the proposed PUD involves construction over two or more phases, the applicant has
123 demonstrated that each phase is capable of being a stand-alone development independent of
124 other phases; and
- 125 F. At least one or more of the following specific goals will be achieved by the proposed PUD:

126 **1. Sustainability Improvements**

127 Multiple sustainability techniques are incorporated into the development plans including
128 but not necessarily limited to:

- 129 a. Implementation of high-quality construction standards and the use of high-quality
130 construction materials to ensure the longevity of the proposed project;
- 131 b. Improvements to reduce the project's energy load, increase energy efficiency, and
132 maximize the use of renewable energy sources;
- 133 c. Inclusion of facilities to reuse or recycle water for on-site uses such as irrigation;
134 and/or
- 135 d. Enhancement of Indoor Environmental Quality (IEQ) by maximizing interior
136 daylight, investment in appropriate ventilation and moisture control, occupant control
137 over systems such as lighting and temperature, and avoidance of materials with high-
138 VOC emissions.

139 **2. Improved Storm Water Management**

140 Where appropriate, maximize the use of ecologically based approaches to storm water
141 management, restoration or enhancement of on-site ecological systems, and protection of
142 off-site ecological systems through the application of Low Impact Development (LID)
143 practices.
144

145 **3. Enhanced Buffering**

146 Along property lines that abut different use types, implementation of two or more of the
147 following techniques:

- 148 **a.** Significant vegetative screening and maintenance of existing vegetation if possible
149 and appropriate;
- 150 **b.** Increased setbacks; and/or
- 151 **c.** Inclusion of berms, walls, fencing, or a combination of such.

152 **4. Structured Parking**

153 Inclusion of structure parking to minimize land area dedicated to vehicles thereby
154 maximizing uses elsewhere on the property.

155 **1023.09: PUD REVIEW PROCEDURE**

156 All requests to establish a PUD Overlay District shall be initiated by following the steps below.

157 **A. Developer Open House Required**

- 158 **1.** Prior to submitting PUD Sketch Plan application for review, the applicant shall be
159 required to hold a Developer Open House meeting in accordance with the provisions of
160 Chapter 1102, Section 1102.01(B).
- 161 **2.** The written summary required by Chapter 1102, Section 1102.01(B)(5) shall be
162 submitted to the City as a component of the subsequent PUD Sketch Plan application.

163 **B. PUD Sketch Plan**

164 **1. Purpose**

165 The PUD Sketch Plan is the next step in the public engagement process, which gives the
166 developer an opportunity to present their ideas to the City Council and the public so as to
167 gain general feedback on areas that will require additional analysis, study, design, and
168 changes. Feedback gained during the PUD Sketch Plan phase should be addressed within
169 the subsequent PUD Concept Plan to be presented at a second required Developer Open
170 House meeting prior to formal submittal.

2. Specific PUD Sketch Plan Submittal Requirements

Except as may be waived by the Community Development Department, the following information shall constitute a complete application for the PUD Sketch Plan:

- a. A listing of contact information including name(s), address(es) and phone number(s) of the owner of record, authorized agents or representatives, the engineer, the surveyor, and any other relevant associates;
- b. A listing of the following site data: address, current zoning, parcel size in acres and square feet and the current legal description(s);
- c. A narrative explaining the applicant's proposed objectives for the PUD, a listing of the areas of flexibility from standard zoning sought through the use of PUD design, and an explanation of how the proposal addresses the PUD review criteria in Section 1023.08;
- d. A listing of general information including the number of proposed residential units, commercial and/or industrial land uses and square footages by category of use, public use areas including a description of proposed use, and any other land use proposed as part of the PUD;
- e. Calculation of the proposed density of the project and the potential density under standard zoning regulations, including both gross density and net density accounting for developable and undevelopable land. Undevelopable land for the purposes of this calculation shall include all wetlands, floodplain, slopes greater than 18%, poor soils and areas of concentrated woodlands;
- f. The outline of a conceptual development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas); and
- g. A PUD Sketch Plan illustrating the nature and type of proposed development. At a minimum, the plan should show:
 - i. Area calculations for gross land area;
 - ii. Existing zoning district(s) on the subject land and all adjacent parcels;
 - iii. Layout of proposed lots and proposed uses. Denote outlots planned for public dedication and/or open space (such as schools and parks);
 - iv. Area calculations for each parcel;
 - v. General location of wetlands and/or watercourses over the property and within 200 feet of the perimeter of the subdivision parcel;
 - vi. Location of existing and proposed streets within and immediately adjacent to the subdivision parcel;

- vii. Proposed sidewalks and trails;
- viii. Proposed parking areas;
- ix. Proposed parks, common areas, and preservation easements (indicate public vs. private if applicable);
- x. General location of wooded areas or significant features (environmental, historical, cultural) of the parcel;
- xi. Location of utility systems that will serve the property; and
- xii. Any additional information that may explain the proposed PUD.

3. PUD Sketch Plan Proposal Review

Upon receiving a PUD Sketch Plan application, the Community Development Department shall schedule a date upon which the City Council will review the Sketch Plan application and provide feedback to the applicant.

- a. During the meeting, the City Council may make comment on the merit, needed changes, and suggested conditions that the proposer should adhere to with any future application.
- b. Staff should identify information submittals that were waived so the City Council may determine if such is needed for PUD Concept Plan submittal.
- c. The City Council may take comment from the public as part of the meeting.
- d. The City Council shall make no formal decision as part of the consideration. The City Council's comments are explicitly not an approval or denial of the project, but are intended only to provide information for the applicant to consider prior to application for a possible PUD Concept Plan.

C. Second Developer Open House Meeting Required

- 1. Prior to submitting a PUD Concept Plan application for review, the applicant shall be required to hold a second Developer Open House meeting in accordance with the provisions of Chapter 1102, Section 1102.01(B).
- 2. The written summary required by Chapter 1102, Section 1102.01(B)(5) shall be submitted to the City as a component of the subsequent PUD Concept Plan application.

D. PUD Concept Plan

240 **1. Prerequisites**

- 241 **a.** No application for a PUD Concept Plan will be accepted unless a distinctly similar
242 proposal has completed the PUD Sketch Plan review process within the previous year
243 from the date of the Concept Plan application.
- 244 **b.** No application for a PUD Concept Plan will be accepted unless the required
245 developer open house meeting has been held not less than 15 days and not more than
246 45 days prior to the submission of a PUD Concept application.

247 **2. PUD Concept Plan Submittal Requirements**

248 Except as may be waived by the Community Development Department, the following
249 information shall constitute a complete application for PUD Concept Plan.

- 250 **a.** All required information for a preliminary plat per Chapter 1102, Section 1102.01(C)
251 and Section 1102.02;
- 252 **b.** A written summary of the required Developer Open House meeting as required by
253 Chapter 1102, Section 1102.01(B)(5);
- 254 **c.** A separate PUD Concept Site Plan that includes the following information:
- 255 i. Administrative information (including identification of the drawing as a “PUD
256 Concept Plan,” the proposed name of the project, contact information for the
257 developer and individual preparing the plan, signature of the surveyor and civil
258 engineer certifying the document, date of plan preparation or revision, and a
259 graphic scale and north arrow);
- 260 ii. Area calculations for gross land area, wetland areas, right-of-way dedications,
261 and proposed public and private parks or open space;
- 262 iii. Existing zoning district(s) on the subject land and all adjacent parcels;
- 263 iv. Layout of proposed lots with future lot and block numbers. The perimeter
264 boundary line of the subdivision should be distinguishable from the other
265 property lines. Denote Outlots planned for public dedication and/or open space
266 (such as schools and parks);
- 267 v. Area calculations for each parcel;
- 268 vi. Proposed setbacks on each lot (forming the building pad) and calculated
269 buildable area;
- 270 vii. Proposed gross hardcover allowance per lot (if applicable);
- 271 viii. Existing contours at intervals of two feet. Contours must extend a minimum of
272 200 feet beyond the boundary of the parcel(s) in question;
- 273 ix. Delineation of wetlands and/or watercourses over the property;
- 274 x. Delineation of the ordinary high water levels of all water bodies;

- 275 xi. Location, width, and names of existing and proposed streets within and
276 immediately adjacent to the subdivision parcel;
- 277 xii. Easements and rights-of-way within or adjacent to the subdivision parcel(s);
- 278 xiii. The location and orientation of proposed buildings;
- 279 xiv. Proposed sidewalks and trails;
- 280 xv. Vehicular circulation system showing location and dimension for all driveways,
281 parking spaces, parking lot aisles, service roads, loading areas, fire lanes,
282 emergency access, and if necessary, public and private streets, alleys, sidewalks,
283 bike paths, direction of traffic flow and traffic control devices;
- 284 xvi. Lighting location, style, and mounting system, as well as a light distribution plan;
- 285 xvii. Proposed parks, common areas, and preservation easements (indicate public vs.
286 private if applicable); and
- 287 xviii. Location, access and screening detail of large trash handling and recycling
288 collection areas.
- 289 **d.** Colored renderings which detail the building materials being used and clearly
290 communicate the look and design of the proposed building(s);
- 291 **e.** A grading drainage and erosion control plan prepared by a registered professional
292 engineer providing all information as required by Public Works and/or the
293 Community Development Department;
- 294 **f.** A utility plan providing all information as required by Public Works and/or the
295 Community Development Department;
- 296 **g.** A landscape plan prepared by a qualified professional providing all information
297 outlined in Section 1011.03, Landscaping and Screening in All Districts;
- 298 **h.** A tree preservation plan as required by Section 1011.04, Tree Preservation and
299 Restoration in All Districts;
- 300 **i.** The location and detail of signage providing all pertinent information necessary to
301 determine compliance with Chapter 1010, Sign Regulations;
- 302 **j.** A traffic study containing, at a minimum, the total and peak-hour trip generation
303 from the site at full development and the effect of such traffic on the level of service
304 of nearby and adjacent streets, intersections, and total parking requirements;
- 305 **k.** A plan sheet or narrative clearly delineating all features not consistent with
306 underlying zoning regulations and all PUD goals being addressed in exchange for the
307 desired areas of flexibility; and
- 308 **l.** Any other information as directed by the Community Development Department.

309 **3. PUD Concept Plan Review**

- 310 **a.** As part of the review process for a PUD Concept Plan, the Community Development
311 Department shall generate an analysis of the proposal against the expectations for
312 PUDs and make a recommendation regarding the proposed overlay district for
313 Planning Commission and City Council consideration.
- 314 **b.** The Community Development Department shall prepare a draft ordinance to
315 establish the potential overlay district to be established as a component of the PUD
316 Final Plan.
- 317 **c.** The Planning Commission shall hold a public hearing and consider the application's
318 consistency with the goals for PUDs, the PUD review criteria, and applicable
319 Comprehensive Plan goals. The Planning Commission shall make recommendations
320 to the City Council on the merit, needed changes, and suggested conditions to impose
321 on the PUD.
- 322 **d.** In approving or denying the PUD Concept Plan, the City Council shall make findings
323 on the PUD review criteria outlined in Section 1023.08.
- 324 **e.** As a condition of PUD Concept Plan approval, adoption and publication of an
325 overlay district ordinance must occur prior to the filing of any future final plat.

326 **E. PUD Final Plan**

327 **1. Application Deadline**

328 Application for a PUD Final Plan shall be submitted for approval within ninety (90) days
329 of City Council approval of the PUD Concept Plan unless a written request for a time
330 extension is submitted by the applicant and approved by the City Council.

331 **2. PUD Final Plan Submittal Requirements**

332 Except as may be waived by the Community Development Department, the following
333 information shall constitute a complete application for PUD Final Plan:

- 334 **a.** All required information for a final plat per Chapter 1102, Section 1102.04;
- 335 **b.** All required PUD Concept Plan documents, other than the preliminary plat, shall be
336 updated to incorporate and address all conditions of PUD Concept Plan approval;
- 337 **c.** Any deed restrictions, covenants, agreements, and articles of incorporation and
338 bylaws of any proposed homeowners' association or other documents or contracts
339 which control the use or maintenance of property covered by the PUD;
- 340 **d.** A final staging plan, if staging is proposed, indicating the geographical sequence and
341 timing of development, including the estimated start and completion date for each
342 stage;

- e. Up-to-date title evidence for the subject property in a form acceptable to the Community Development Department;
- f. Warranty deeds for property being dedicated to the City such as parks and outlots must be free from all liens and encumbrances;
- g. All easement dedication documents for easements not shown on the final plat including those for trails, ingress/egress, together with all necessary consents to the easement by existing encumbrancers of the property;
- h. Any other information deemed necessary by the Community Development Department to fully present the intention and character of the PUD; and
- i. If certain land areas or structures within the PUD are designated for recreational use, public plazas, open areas or service facilities, the owner of such land and buildings shall provide a plan to the City that ensures the continued operation and maintenance of such areas or facilities in a manner suitable to the city.

3. PUD Final Plan Review

- a. The Community Development Department shall generate an analysis of the final documents against the conditions of PUD Concept Plan approval and make a recommendation as to whether all conditions have been met or if additional changes are needed.
- b. Staff should once again identify any information submittals that were waived so Council may determine if such is needed prior to making a final decision.
- c. The Community Development Department shall finalize the ordinance to establish the proposed overlay district for consideration by the Planning Commission and City Council.
- d. The Planning Commission shall hold a public hearing on the proposed overlay district ordinance and Final PUD Plans, and shall submit a recommendation to the City Council for consideration. Because a PUD Concept Plan was previously approved, the Planning Commission's recommendation shall only focus on whether the Ordinance and PUD Final Plan are in substantial compliance with the PUD Concept Plan and the required conditions of approval.
- e. The City Council shall then consider the recommendations of the Community Development Department, the public, and the Planning Commission and make a decision of approval or denial, in whole or in part, on the PUD Final Plan. A denial shall only be based on findings that a PUD Final Plan is not in substantial compliance with the approved PUD Concept Plan and/or the required conditions of approval.
- f. As a condition of PUD Final Plan approval, publication of the overlay district ordinance shall be required prior to filing of the approved final plat.
- g. Planned Unit Development Agreement.
 - i. At its sole discretion, the City may as a condition of approval require the owner and developer of the proposed PUD to execute a development agreement which may include but not be limited to all requirements of the PUD Final Plan.

383 ii. The development agreement may require the developers to provide an
384 irrevocable letter of credit in favor of the City. The letter of credit shall be
385 provided by a financial institution licensed in the state and acceptable to the City.
386 The City may require that certain provisions and conditions of the development
387 agreement be stated in the letter of credit. The letter of credit shall be in an
388 amount sufficient to ensure the provision or development of improvement called
389 for by the development agreement.

390 h. As directed by the City, documents related to the PUD shall be recorded against the
391 property.

392 **4. Time Limit**

393 a. A PUD shall be validated by the applicant through the commencement of any
394 necessary construction or establishment of the authorized use(s), subject to the permit
395 requirements of Title 9 of this Code, in support of the PUD within one (1) year of the
396 date of PUD Final Plan approval. Failure to meet this deadline shall render the PUD
397 Final Plan approval void. Notwithstanding this time limitation, the City Council may
398 approve extensions of the time allowed for validation of the PUD approval if
399 requested in writing by the applicant; extension requests shall be submitted to the
400 Community Development Department and shall identify the reason(s) why the
401 extension is necessary along with an anticipated timeline for validation of the PUD.

402 b. An application to reinstate a PUD that was voided for not meeting the required time
403 limit shall be administered in the same manner as a new PUD beginning with a PUD
404 Concept Plan [The prerequisite for a previous PUD Sketch Plan submittal shall not
405 apply, but the required open house in 1023.09(C) must be held].

406 **1023.10: PUD AMENDMENTS**

407 Approved PUDs may be amended from time to time as a result of unforeseen circumstances,
408 overlooked opportunities, or requests from a developer. At such a time, the applicant shall make an
409 application to the City for a PUD amendment.
410

411 **A. Existing PUD Overlay Districts**

412 Amendments for approved PUD Overlay Districts shall be processed as one of the following:

413 **1. Administrative Amendment**

414 The Community Development Department may approve minor changes in the location,
415 placement, and height of buildings if such changes are required by engineering or other
416 circumstances, provided the changes conform to the approved Overlay District intent and
417 are consistent with all requirements of the PUD ordinance. Under no circumstances shall
418 an administrative amendment allow additional stories to buildings, additional lots, or
419 changes to designated uses established as part of the PUD. An Administrative
420 Amendment shall be memorialized in a letter signed by the Community Development
421 Director and recorded against the PUD property.

422 **2. Ordinance Amendment**

423 A PUD change requiring a text update to the adopted PUD overlay district language shall
424 be administered in accordance with adopted regulations for zoning code changes in
425 Chapter 1009. Ordinance amendments shall be limited to changes that are deemed by the
426 Community Development Department to be consistent with the intent of the original
427 PUD approval, but are technically necessary due to construction of the adopted overlay
428 district language.

429 **3. PUD Amendment**

430 Any change not qualifying for an administrative amendment or an ordinance amendment
431 shall require a PUD amendment. An application to amend a PUD shall be administered
432 in the same manner as that required for a new PUD beginning with a PUD Concept Plan
433 [the prerequisite for a previous PUD Sketch Plan submittal shall not apply, but the
434 required open house in 1023.09(C) must be held].

435 **B. Pre-existing PUDs Approved as a Special Use Permit**

436 Pre-existing PUDs authorized prior to [date this ordinance is effective] shall continue to be
437 governed per the original conditions of approval until the PUD is cancelled by the City, or the
438 PUD is converted to a PUD overlay district. An application to amend a pre-existing PUD
439 shall be administered in the same manner as that required for a new PUD beginning with a
440 PUD Concept Plan. [The prerequisite for a previous PUD Sketch Plan submittal shall not
441 apply, but the required open house in 1023.09(C) must be held].
442

443 **1023.11: PUD CANCELLATION**

444 A PUD shall be cancelled and revoked only upon the City Council adopting an ordinance
445 rescinding the overlay district or special use permit establishing the PUD. Cancellation of a PUD
446 shall include findings that demonstrate that the PUD is no longer necessary due to changes in local
447 regulations over time; is inconsistent with the Comprehensive Plan or other applicable land use
448 regulations; threatens public safety, health, or welfare; or due to other applicable findings in
449 accordance with law.

450 **1023.12: ADMINISTRATION**

451 In general, the following rules shall apply to all PUDs:

452 **A. Rules and regulations**

453 No requirement outlined in the PUD review process shall restrict the City Council from
454 taking action on an application if necessary to meet state mandated time deadlines;

455 **B. Preconstruction**

456 No building permit shall be granted for any building on land for which a PUD plan is in the
457 process of review, unless the proposed building is allowed under the existing zoning and will
458 not impact, influence, or interfere with the proposed PUD plan.

459 **C. Effect on Conveyed Property**

460 In the event that any real property in an approved PUD is conveyed in total or in part, the new
461 owners thereof shall be bound by the provisions of the approved overlay district.

462

463 **Section 2. Effective Date. This ordinance amendment to the Roseville City Code shall take effect**
464 **upon passage and publication.**

465 Passed this _____ day of _____, 2016

City of Roseville

ORDINANCE SUMMARY NO. ____

**AN ORDINANCE ADDING TEXT TO TITLE 10 ZONING ORDINANCE
OF THE ROSEVILLE CITY CODE RELATING TO
PLANNED UNIT DEVELOPMENTS**

The following is the official summary of Ordinance No. _____ approved by the City Council of Roseville on April 11, 2016:

The ordinance establishes new regulations governing Planned Unit Developments (or PUDs) within the City of Roseville. A PUD would require multiple public meetings and substantial documentation to support findings that a final development is a proper fit for the subject property and surrounding lands. In exchange for flexibility on things such as building placement, landscaping requirements, parking standards, exterior materials or density; the development would need to incorporate measures of sustainability, improved stormwater management, enhanced buffering and/or structured parking amongst other improvements to be approved.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the internet web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: _____
Patrick Trudgeon, City Manager

EXTRACT OF THE JULY 6, 2015 CITY COUNCIL MEETING MINUTES

Planned Unit Development (PUD) Ordinance Update

Similar to the presentation for tree preservation, Mr. Gozola outlined previous discussions as listed in Attachment B dated July 6, 2015; defined what PUD's were, their commonalities and variables by community, various approaches, and what they should look link in Roseville.

Mr. Gozola strongly recommended the City Council's consideration of using an overlay district concept, and provided his rationale in making that recommendation based on most of the zoning regulations already in place or available for specific consideration in a PUD and providing an important safeguard; better understanding by the public in understanding the rezoning concept through use of a PUD; and special regulations available in code and accessible to all. Mr. Gozola further opined that by controlling things via zoning, it provided the City Council with greater authority to make changes in the future rather than using the Conditional Use approach for a one-time situation and setting conditions that hopefully didn't miss any important issue during that process. Mr. Gozola advised that the PUD provided the City the ability to zone by right versus discretionary zoning; and provided more assurance and specificity for a developer that a good end product would be achieved.

Mr. Gozola reviewed other considerations, such as where to allow PUD's; how and why to allow them; and the main goals desired by the City in using PUD's and specific benefits to focus on. Mr. Gozola sought input on the current background and project understanding shown on pages 2 - 4 of Attachment B.

Councilmember Willmus, with concurrence by Mayor Roe, stated he would not agree with a PUD only being tied to a subdivision process only; but would look at applicability beyond just subdivisions.

Councilmember Willmus stated that Mr. Gozolas' presentation slides #25 and #26 concisely stated his thoughts on PUD's.

Councilmember McGehee stated there should be no limit on where a PUD should be; advised that she was not a fan of Conditional Use permits; and liked the sustainability and storm water management aspects; and supported structured parking as incentives.

To add to what was already stated, Mayor Roe opined that the PUD process should not be unrestricted as to what could be done, but more specific as to the limits and what can happen. Mayor Roe stated he was not supportive of a PUD approval based on who was sitting at the City Council dais rather than having a consistent policy for a developer to follow versus doing whatever they wanted to do. Mayor Roe spoke in support of standards and parameters that outlived a sitting City Council to avoid potential arbitrary issues or concerns. Mayor Roe opined that a perceived problem with the old PUD's was that basically anything could be proposed with majority support of the City Council.

Councilmember McGehee stated her biggest concern with the old PUD was the lack of protection for underlying zoning as implemented and without a public engagement piece.

Mayor Roe concurred that the public engagement piece was missing in most development activity at that time. Councilmember McGehee recognized and agreed with the five points for flexibility as listed: building placement, parking standards, trees/landscaping, exterior materials, and open spaces.

Councilmember Etten agreed with presentation slides #25 and #26 as well; noting that the tree preservation ordinance stated the same objective in allowing flexibility as with the PUD. Councilmember Etten opined that overlaying the PUD with underlying zoning made a lot of sense and served the community better in the long-term.

Councilmember Willmus echoed the comments of Councilmember McGehee, agreeing that the community had issues with the old PUD when the underlying zoning was stripped away and protections lost. Councilmember Willmus spoke in support of the directions highlighted, with specificity or a broad general look, and the overlay maintaining the underlying zoning. Councilmember Willmus stated he had less concern about having a more open book and seeing what creative aspects could come out in some areas.

Mayor Roe noted that in the old process, the PUD was zoning and you had to catch everything, and clarified that many PUD's with perceived problems as he previously stated actually did not get approved.

Chair Boguszewski asked individual commissioners to share their thoughts specific to PUD's.

Commissioner Daire stated one thing that struck him is the quid pro quo nature of the PUD, allowing tailoring of responses for staff, the Commission and City Council for a development proposal. Commissioner Daire agreed that if you had four units, this would not be a good tool for that, but it allowed for creative give and take; and agreed that the PUD can't be used to work around the variance process. If it was felt there was the need for some ability to address good proposals at the same time as offsetting their impacts, Commissioner Daire agreed that the PUD concept allowed for that versus the Conditional Use permit process; and also agreed with the idea of an overlay designated zone for PUD's. From an historical standpoint, Commissioner Daire opined that it was difficult to see where the Conditional Use permit applied and impacts they've had, while with an overlay district they could be quickly identified, such as with the Twin Lakes Redevelopment Area for focus.

Commissioner Bull agreed the idea of an overlay served as a great foundation as long as the structural standards remained behind it, and allowing the PUD flexible guidelines. With that flexibility, Commissioner Bull opined it was harder to apply standards and could create difficulty for staff, the Commission and City Council to determine trade-offs.

Vice Chair Cunningham agreed with the concepts of presentation slide #25.

Commissioner Murphy agreed with keeping the underlying zoning requirements and whatever language would be constructed to provide a measure of success if applied consistently. Commissioner Murphy noted that, even with different staff and/or Councilmembers, the rules would remain the same from year to year and receive similar results when applied.

Commissioner Stellmach expressed appreciation for all of tonight's information and discussion, but offered no opinion or comment beyond that at this time without having more time to digest it.

Commissioner Gitzen opined that the PUD was an important tool for the City Council; and allowed consideration of a variety of options and some sensitivity for particular sites. Commissioner Gitzen opined that the PUD process should provide for land uses and density variations as the community redeveloped and moved ahead.

Chair Boguszewski also agreed with the need for strong public outreach upfront to make sure of a transparent, consistent process and application of standards to avoid misperceptions as often found in the past.

Councilmember McGehee agreed with Councilmember Willmus' statement about creativity; opining that often with rigid planning it seemed that only the City or its staff had really good ideas; while this could open the City up to other ideas and diverse projects.

When the City Council first started considering this, Councilmember Willmus noted it was specifically under the context of residential applications or uses; however, the more he considered it, he was now finding himself looking citywide to address future questions.

Mayor Roe agreed with a citywide consideration and opined that the Conditional Use was not a bad tool, but that it really was most applicable specifically to allowing a particular type of use, with conditions, and could not be used very well as a tool for flexibility beyond just the type of use on the site. Mayor Roe opined the PUD provided a more flexible tool to deal with multiple issues broader than a Conditional Use permit; and while he was initially opposed to reopening the PUD process, he was now coming around.

Mayor Roe thanked the Planning Commission for their attendance tonight, their ongoing good work, and their input for this discussion.

Mr. Gozola thanked the City Council and Planning Commission for this joint meeting, and the helpful feedback it provided him.

**Extract of the December 7, 2015, Roseville City Council
Meeting Minutes**

a. Receive Update on Proposed Planned Unit Development (PUD) Ordinance

City Planner Thomas Paschke and Sambatec Consultant Ben Gozola were available to receive feedback on the most recent update on the proposed PUD ordinance prior to moving forward with a draft to the Planning Commission as modified and detailed in the RCA and draft PUD regulations dated December 7, 2015.

Mr. Gozola reviewed the revisions since the original November draft and subsequent City Council feedback to-date; with comments specifically addressed via Attachment C.

Councilmember Willmus

Overall, Councilmember Willmus stated he found the draft to be on the right track.

PUD Qualifications (Section A, (5) - Page 3, line 64

Councilmember Willmus asked if there was a need to have all land area controlled under single ownership, which he found an area of concern.

Specific to ownership and establishment of PUD's for areas of a plan under single ownership or control, Councilmember Willmus stated his concern, since there could be a partnership or corporation situation, or multiple controlling parties. However it was decided, Councilmember Willmus noted the need to be clear and consistent throughout the document, noting a contradiction from page 3 to page 12 as currently written.

PUD Review Procedure (Section 9, pages 5 and 6)

Councilmember Willmus noted issues in the past with PUD's and the design review committee's closed door approach, and suggested revised language beyond "...unless waived by staff...", allowing for decision-points in a more open, transparent process for the Planning Commission and/or City Council through a public body to allow people to see what was happening from the front end of a project.

Page 12, #7

Operating and maintenance of common areas, Councilmember Willmus opined that appeared to address residential settings, and his preference was that this also easily apply to commercial settings too. Councilmember Willmus also noted that no matter the ownership of a property, it was important to define who would be the holder of the documents, whether or not it was the city, but expressed his lack of interest in the city becoming an arbitrator for snow plowing, etc. with preference that those things be recorded with the property title for those parties involved in the PUD and outside the city's role.

Councilmember McGehee

Councilmember McGehee agreed she thought this was on the right track, but expressed some confusion in line with those comments of Councilmember Willmus about sharing common ownership by entities and how to interpret those entities or individual contracts. Councilmember McGehee expressed her need to more clearly understand what is being proposed; and if the goal was to avoid the city arbitrating how something worked in a variety of scenarios, especially in commercial areas, she was in agreement with that.

As touched upon by Councilmember Willmus, Councilmember McGehee noted her concern with the design review committee consisting of staff, opining that she would like to hear the consultant address what triggers were in place to move that from an administrative review to one in a more public or transparent arena to inform the public and the process itself. From her personal point of view, Councilmember McGehee stated there was more visibility needed beyond the Planning Commission, but was unsure of the trigger or threshold to bring that potential waiver to the City Council for more review.

Mayor Roe noted that related to the PUD submittal requirements (page 6) and needed further conversation.

Councilmember Etten

Page 6, Item #2

Specific to PUD submittal plan requirements brought up by Councilmember Willmus, Councilmember Etten stated his interpretation was that these items should be part of the public meeting and public application process, but anything waived by staff was determined not to be specific requirements and not material to that particular application.

Mr. Gozola noted that at that point it would only be a concept plan going before the Planning Commission and City Council; and if more information was needed the applicant needed to provide that to staff and include it with any preliminary application.

PUD cancellation, page 12

Regarding the city having the sole right to cancel a PUD, Councilmember Etten questioned if that included after development.

Mr. Gozola responded that he had yet to see one cancelled, and had pulled this language from that of another city. However, Mr. Gozola suggested the City should have that cancellation ability should it ever find itself in a position needing it.

Councilmember Laliberte

Design Review Committee

Councilmember Laliberte also expressed concerns in the lack of transparency in a quasi-review process behind closed doors.

Timeframe (page 8)

Councilmember Laliberte opined the difference in clauses about 365 days and 3 months ,and questioned that rationale.

Mr. Gozola noted that the 365 days related to when the concept plan was submitted, and typical timeline between concept and preliminary plat states; with the developer required to set an open house within 3 months to keep plans relevant. Mr. Gozola noted the potential for someone to do quicker or wait longer, and if longer, a second open house would be required.

Mayor Roe

Purpose and intent (Page 1, paragraph 1.1.a)

While a minor point, Mayor Roe noted the need to retain flexibility for development of neighborhoods and in non-residential areas, and suggested stating “residential and non-residential areas.”

Enhanced Buffering (Page 5, paragraph 3)

Mayor Roe noted along property lines abutting different use types, this was more specific from the City Council's point of view (e.g. single-family, medium density residential or parks/open space) and specific areas needing more focus on buffers and adjacencies. Mayor Roe suggested talking about those specific districts as a starting point, but still stating the possibility for more or additional districts.

Open House Meeting Requirement (Page 8)

Mayor Roe stated he was not aware of a slightly different requirement in several areas; and asked that code be reviewed for consistency to provide a single open house process for all, an area of organizational consideration for staff and the City Council.

Preliminary Plan and Timeframe

Mayor Roe noted the 365 day and 3 month issue had already been addressed. In other land use issues, Mayor Roe recalled language of not less than 15 days and not more than 45 days, and for consistency, suggested justifying one or the other, based on that previous detailed discussion.

Councilmember McGehee

Regarding cancellation of a PUD, Councilmember McGehee stated she found that strange, since the City could amend PUD's, but didn't have the ability to do anything else according to this document to restrict a PUD, expressed her confusion as to why the City Council had the ability to cancel a PUD, and asked that the next discussion would provide more background on that point.

Discussion

Single Entities (page 3)

Mr. Gozola advised that he understood the questioned raised, and the City Council needed to be comfortable with the language of their ordinance and that it met the needs of the applicant process in Roseville.

Using Rosedale Center as an example, Mr. Gozola questioned how to address and avoid separate agreements with separate entities.

Community Development Director Paul Bilotta suggested language indicating that all parties, who are owners, have to be part of the PUD contract.

City Attorney Gaughan advised, if the City Council wasn't comfortable in requiring some formal partnership, a similar approval process to that of Rosedale Center could be used requiring consent from all ownership interests; with that provision made rather than the City acquiring partnership interests on a PUD.

Without objection, this language was agreed to by City Council consensus.

Mayor Roe clarified that he had no objection of working with a single conglomerate or document, simply how best to express it.

2 acre versus other sizes

Mayor Roe suggested that because any parcels smaller than 2 acres could be combined, this would effectively cover the entire city.

After minimal discussion, without objection, the City Council agreed to the 2 acre language.

Adjacency to specific districts (Page 5)

Councilmember Willmus suggested more specificity with other city documents, naming specific districts (e.g. LDR, MDR, Parks/Open Space) as suggested by Mayor Roe as a good starting point, and providing protections to residential districts.

Without objection, the City Council agreed.

Transparency and public participation (page 6)

From his perspective, Mayor Roe opined this made sense from a transparency and early involvement of the public in the process, moving the concept plan before the open house, but still maintaining notification of those within 500'. Even if it comes before the City Council and proceeds no further, Mayor Roe noted this at least provided an opportunity for the public to comment, as well as during preliminary and final plat approval; using the same notification process and open house requirements. Mayor Roe opined this accomplished the goal consistent with other areas.

Councilmember McGehee agreed, but questioned the trigger for that public review versus administrative review.

Mayor Roe noted that was the next part of the discussion.

In context, Councilmember Willmus agreed with where it fell in this document, but noted some of the details were important for the public to know (e.g. density, development schedules, etc.) and if staff deemed that information wasn't important or pertinent, there may be others in the community that felt it was and wanted that information early on in the process to provide their feedback before the formal public hearing at the Planning Commission. Councilmember Willmus stated his preference to have that on the table and not give staff an opportunity to waive any of those items.

Mr. Bilotta noted that by bringing the concept to the City Council for a first look without any decision-making, provided an opportunity for staff to justify why they were waiving anything; and if the RCA came forward for consideration of a concept plan, and staff waived any items, the City Council would then have the right to address that.

Councilmember Willmus agreed to that as long as attention was called to it and it wasn't simply omitted.

Mayor Roe clarified that any waiving by staff had to be justified by them.

Councilmember Etten agreed with that process, if the RCA clearly stated why staff waived any items from the standard list; with Mayor Roe opining it seemed consistent with other items received by the City Council.

Mr. Bilotta used wetland delineation as an example with Rosedale Center and depending on soil types, at the early stage it may be an important piece, but at the concept level, would provide an opportunity for City Council and public comment before soil borings were done. While this may serve as only a caution from staff and no costs were yet incurred, Mr. Bilotta

noted this provided an opportunity for feedback from the City Council and public for the applicant.

Councilmember McGehee stated she found this list similar to that used for past Environmental Assessment Worksheet forms, as a checklist, with “not applicable” for boxes as appropriate, and as her preference for such a checklist to come before the City Council.

Mayor Roe requested the consultant, by general consensus, to add staff justification of administrative waivers of requirements as part of the process and reflected in language accordingly.

Timeframe (Page 8)

Mr. Bilotta noted that typically in ordinance the timeframes were one year and 180 days. However, realistically with Minnesota weather, Mr. Bilotta noted how that could impact development and construction cycles, resulting in the 365 day time period depending on when the process was initiated and how long analysis required, with the ultimate goal of developers with a contract to get through the process as quickly as possible.

Without objection, the City Council agreed.

To be consistent, Councilmember Laliberte asked that the 15/45 day period be followed. However, Councilmember Laliberte noted current work by two advisory commissions on notification process and their task force recommendations, asking that the consultant acknowledge their work and recommendations as they related to this document.

Operating and maintenance requirements for common area – single ownership (Page 12)

Mayor Roe agreed that the city didn’t want to get into dispute resolution.

Mr. Bilotta agreed with Councilmember Willmus that the documents should be recorded between parties, but somehow injecting the city as an intervening party in case one of the other parties defaulted (e.g. snow removal) to resolve any issues.

Mayor Roe questioned if the city would be enforcing the terms of any PUD.

As an example, Councilmember Willmus, noted cross titles of properties.

Mr. Bilotta noted the need for the city to be third party to a PUD agreement so other parties couldn’t undo any situation.

Cancellation (Page 13)

Councilmember Willmus opined there was a viable role for the City to have cancellation authority should a PUD at some point in the future come forward for rezoning or redevelopment, and retain the ability to terminate any agreement in place.

Councilmember McGehee expressed interest in better understanding that.

City Planner Paschke used the 1980’s era Center Pointe development as an example; and current issues specific to uses, with that PUD amended two separate times already, and difficulties in selling one vacant lot because uses for it were currently so narrowly defined. Mr. Paschke opined that the only option to address that was to cancel the PUD or modify/amend the PUD. By having the ability for the City to cancel the entire PUD, Mr. Paschke advised that it would allow them to look at the entire PUD and determine whether or

not the conditions of approval were still applicable to the agreement of if rezoning was a better tool to move forward beyond canceling the PUD.

Mr. Bilotta noted other similar actions, such as moving from Industrial to Medium Density Residential zoning, and having the same controls over a PUD and not being locked into place, but having the ability to cancel a PUD versus amending them if multiple issues were found. In response to Councilmember McGehee, Mr. Bilotta advised this would allow cancelation of a PUD versus having a whole series of PUD's on top of other PUD's, by rescinding all of them and creating a new PUD.

Councilmember McGehee noted this clarified that it was a collaborative effort versus her initial understanding that it would be the City pulling a PUD out from under a developer or property owner.

Mr. Gozola advised that his only remaining questions were about overarching goals (page 1) and PUD review criteria (page 4); and thanked the City Council for their feedback.

Mayor Roe thanked Mr. Gozola for the fantastic job with the draft to-date. Mayor Roe noted the next step would be the consultant redrafting the document for presentation at the Planning Commission and the subsequent process to follow.

Public Comment

Lisa McCormick

Page 3, Section 6.a

Ms. McCormick noted current language of "substantially similar" and for some reason that caught her attention in questioning how that would be judged. Ms. McCormick stated she was unclear as to whether that was a staff decision, but she would prefer it earlier on in the process.

Mayor Roe clarified that it would be the public part of the process if not on the list explained in the process.

Page 8, Section b.1

Having attended several open houses, Ms. McCormick suggested the need for a standardized form or checklist for applicants and for those attending to know what type of information was expected of the applicant.

Page 12

Based on her personal experience, Ms. McCormick encouraged the City Council to adopt a policy of having development agreements recorded, especially related to older PUD's and land acquisition to determine easily what private agreements were in place. Ms. McCormick opined this would provide another checkpoint to know requirements for maintenance required by the City.

Page 7

Related to concept proposal review, Ms. McCormick stated that she was a proponent of minimum 500' notification area, as being reviewed by the task force as they review current zoning notification areas. Ms. McCormick noted the PIK situation was a good case in point, as she was clearly interested in that parcel, but not being within 500' had not received any

238 notice, and suggested the need to involve interested parties via the website for public
239 awareness of significant projects.

240 Specific to Ms. McCormick's comments, Mayor Roe asked staff to respond.

241 Mr. Bilotta advised that any documents, including development agreements that ran with the
242 land were recorded by the city, including all previous PUD's.

243 Mayor Roe asked that the consultant review specific language of the proposed ordinance
244 compared to state statute.

245 Councilmember Willmus noted that Ramsey County was obligated to record any document
246 presented to them.

247 Related to permitted uses, Mr. Bilotta advised that every day staff was required to interpret
248 what is considered "similar," and needed to distinguish various items based on previous City
249 Council action and direction. Mr. Bilotta assured the City Council and public that staff was
250 not attempting to gain any additional powers beyond what had already been delegated to
251 them.

252 Councilmember McGehee opined that the 500' notification issue brought forward by Ms.
253 McCormick was a valid concern, especially when there was a large piece of undeveloped
254 land that people in that area may be interested in; and suggested some way to address those
255 particular situations.

256 Mayor Roe noted the task force was currently reviewing that for recommendation; and
257 reiterated his long-ago proposal that hadn't gained any traction, but suggested basing notices
258 on the longest dimension of a property.

259 Mr. Bilotta noted that was one piece missing from current procedure, and advised that a
260 recommendation coming from the notifications task force would solve 80-90% of the
261 problem. Mr. Bilotta reported that their recommendation was, when there was a big land use
262 action, a large sign would be placed to provide notice to those in the area or driving by.

263 Councilmember McGehee expressed her support of the sign concept.

**EXTRACT OF THE FEBRUARY 3, 2016, ROSEVILLE PLANNING COMMISSION
MEETING MINUTES**

a. PROJECT FILE 0017, Amendment 26

**Request by the Community Development Department to consider a
Zoning Code Text Amendment to Title 10 of Roseville City Code,
establishing a Planned Unit Development (PUD) process**

Chair Boguszewski opened the public hearing for Project File 0017 at approximately 6:38 p.m.

City Planner Thomas Paschke advised noted discussion of the PUD process when the Commission met jointly with the City Council and Sambatek consultant Ben Gozola to review the PUD process itself and initiate the ordinance update. Mr. Paschke briefly noted the resulting discussion on ideas and overview for the planning document, followed by the City Council's review of a preliminary draft at their December 7, 2015 meeting, providing a further opportunity between then and now for staff and the consultant to further refine the process. Mr. Paschke noted that Mr. Gozola was present tonight with the latest update for consideration by the Commission, and to receive public input.

Sambatek consultant Ben Gozola provided a review as detailed in the staff report dated February 3, 2016, and attachments. Mr. Gozola noted several overarching issues identified throughout the update process:

- 1) The city didn't want any new PUD zoning districts, but preferred to move toward an overlay district as presented tonight, with the intent to create a win-win for all and providing adequate documentation to show trade-offs for all to clearly understand.
- 2) As part of that, consideration of how to deal with older PUD's citywide now, and push to make sure that process was open and transparent for the public, one of the concerns expressed with the old PUD process and perception that there was a lack of openness. Mr. Gozola noted that was a priority expressed to make sure the process was open and public throughout, while allowing flexibility as one of the important components moving forward.

Mr. Gozola referenced "Attachment B" as a highlighted copy of proposed City Code, creating "Chapter 1023: Planned Unit Developments," and intended for tonight's discussion. Mr. Gozola advised that the City Attorney had been involved in helping draft language following the City Council's last review, as noted, and specifically addressing various issues.

Mr. Gozola summarized various subsections addressing specific requests made previously by the City Council and/or Planning Commission, including flexibilities (Section 1023.07); minimum and/or maximum parking standards by reduction of stalls or lot configuration.

As part of the parking area of flexibility (Item D), Mr. Gozola suggested wording as noted "... allowing flexibility for all districts throughout the City."

In Section 1023.09 – PUD Review Procedures (pages 5 – 12 of Attachment B), Mr. Gozola noted that section established a 5-step PUD review process refined by the City Council and staff over the course of a project, and reviewed various steps in the process, with various areas that staff may waive administratively, but alerting the City Council and Commission of their rationale in doing so and available for future reference. For instance, Mr. Gozola noted that the sketch plan process may be waived.

Mr. Gozola further noted that the second developer open house meeting was now included by policy and to formally address to the public what resolution was provided by the developer of any concerns or issues brought forward by the public during the first open house (Line 226 – 4th step). As noted on pages 12-13, Mr. Gozola noted that staff would draft the first rendition of language for the first overlay district plan, with developer costs covering city staff time to do so.

Commission Discussion/Deliberation

Member Murphy questioned the process or series of steps called out to convert pre-existing PUD's to the new overlay district (line 397).

Mr. Gozola responded that the effort was trying to describe that existing PUD's would not be touched unless needing major changes, but would be considered on a case-by-case basis in which case it may send it back to the concept plan stage. At that time, Mr. Gozola noted that a draft overlay district may be indicated at that point, or a new PUD adopted and cancellation of the old PUD depending on the extent of change.

At the request of Member Murphy, Mr. Gozola confirmed that if amending a pre-existing PUD, the end result intended is an overlay. As an example, Mr. Gozola noted the Rosedale Center pre-existing PUD and if this ordinance had been in place at the time of the latest amendment, it would have moved back to the concept plan step and been cleaned up.

Member Gitzen referred to a number of sections throughout the draft document referencing other spots that appeared to be missing applicable section numbers (e.g. line 82). Mr. Gozola thanked Member Gitzen for noting that, making note that the document needed further review to make references and sections consistent.

Member Bull sought clarification of the role of developers, applicants and/or property owners in the PUD overlay.

Mr. Gozola noted that typically both the owner and developer would be participants in the application process, coming together with a proposal for their intent; with both parties working with city staff to craft the overlay district language itself, with staff overseeing that process to ensure it fits with city code language.

At the request of Member Bull, Mr. Paschke advised that typically a property owner and developer seeking to redevelop or proposing a specific project, if supported by the Commission and City Council. In the end, Mr. Paschke noted that there may be an entirely different owner at some point beyond the current owner/applicant/developer after that initial process. However, Mr. Paschke noted that the PUD document would be recorded against the property, remaining similar to today's process. At a minimum, Mr. Paschke noted that the property owner, if not an applicant, had to sign the application

or provide a letter of support for the project with the ownership group signing for it, and all parties acknowledging their agreement with the proposed process.

Specific to amending an existing PUD, Member Bull referenced comments from Mr. Gozola that a developer may request an amendment, and questioned if this could be any developer, or if it could only be the original developer who may no longer exist.

Mr. Gozola clarified that it could be any person with existing control or ownership of the property.

Mr. Paschke concurred, noting that the developer being referenced in this language is a new person interested in doing something different, and therefore prompting amendment of an existing PUD.

Member Daire asked if both had to be done in concert with the present owner of that particular property; with Mr. Paschke responding that was accurate or having control of those properties within that PUD.

Member Bull questioned why an application could not be resubmitted for a year, and why that particular time period.

Mr. Gozola advised that was intended to avoid confusion for the public with a developer applying repeatedly with multiple applications if initially denied. To avoid public concern, especially if the development may be an emotional one in the community or neighborhood, Mr. Gozola noted that the intent was for a developer to take time to address the findings for denial with their previous application. Mr. Gozola noted that the intent was to convey that the city didn't want to see another application unless it was new and could prove successful.

Member Daire asked if the one-year application period for resubmitting a zoning change was consistent with other areas of zoning code; to which Mr. Paschke responded that it was.

Specific to the PUD sketch plan proposal review, and date for the City Council to review the plans and provide their feedback to the applicant (lines 200-202), Member Bull questioned how that date could be known at that time and communicated with homeowners to ensure interested parties were available to attend that open house.

Mr. Gozola clarified that this step was previously drafted for additional city notice for a PUD sketch plan for notice of properties within 500'. However, at the direction of staff, Mr. Gozola advised that with the addition of the initial developer's open house and that meeting notice and process, a secondary notice was deemed unnecessary. Mr. Paschke concurred with Mr. Gozola's synopsis.

Member Bull noted that the comment (BGA24) was not carried over into the text specific to setting a date.

Mr. Gozola concurred, noting that his understanding of the city's initial open house and process would provide that information at that time.

Mr. Paschke agreed, noting that generally speaking, staff didn't feel it was necessary to send out a notice on a sketch plan coming before the City Council for initial review, when it was the attempt to get the project before the City Council and those potentially interested. Mr. Paschke noted that there would be various venues for the public to

monitor this particular project and proposal, but giving a tentative date would serve as a good beginning for the public to track upcoming agendas and determine which meeting an issue was coming before the City Council.

Member Bull noted the need for the public to be proactive in determining that 45-day period.

Member Bull noted, in various requirements for the plan, he thought it would be helpful that diagrams not only show property boundaries and the sketch plan, but also surrounding properties so provide information on the consistency in that zoning and not requiring due diligence in accessing other reference materials.

Mr. Gozola concurred with that suggestion, and noted it would be easy to add to the list of materials.

Member Bull questioned, in staff's drafting of the ordinance to establish the potential overlay district (line 293); what effort was being required of staff to draft something without preliminary approval, and further questioned the timing of that draft. Member Bull sought to ensure staff's time was not being wasted without first having that preliminary approval.

Mr. Gozola understood Member Bull's concerns, but from his experience had found it helpful to have preliminary language included providing some idea, even though it may require further refinement.

Member Bull questioned the basis for 90-days for submission (line 305), and questioned how a developer may feel with that timeframe. Member Bull questioned if that was consistent with other communities, or how it have been arrived at.

Mr. Gozola advised that he had frequently used that timeframe in other communities, but it could be set at the preference of the commission. Mr. Gozola noted that 90-days kept things from dragging out and ensured that the ball didn't stop rolling.

Specific to the commission's review of the final plat (line 340), Member Bull noted that the commission didn't typically review the final plat, with it proceeding directly to the City Council. Member Bull noted that the current process was for the preliminary plat to be carried through with refinements done by staff, to the City Council; and questioned why this was proposed to be different here.

Mr. Gozola advised that this provided for an additional public hearing to adopt the overlay district and language; and suggested this allowed the commission to see the plans and to determine whether or not they're in substantial compliance.

At the request of Member Bull as to whether they would also be reviewed at the City Council level, Mr. Paschke advised that this would not be done in the future. Mr. Paschke advised that the intent was to have the commission more involved in shepherding things through to the City Council, and reviewing the details throughout the proposed 5-step process.

Chair Boguszewski noted that, with this proposed process, this provided a final opportunity for public input.

Mr. Gozola concurred, noting that the public could then have the opportunity to address ordinance district language itself to verify it fulfills the intended purpose, but recognized that the decision would already be substantially made at that point.

Mr. Paschke noted that there could be additional minor refinements to make sure the details were consistent with and addressed any concerns, and that mitigations and impacts had been addressed.

Referencing line 249 for City Council approval in whole or in part, Member Bull questioned how “partial approval” would work.

Mr. Gozola advised that the City Council may find that the first phase of a PUD work together (e.g. three phases of a PUD plan), or that the first phase can work on its own merits, but the second and third phases may require further tweaking. Under that scenario, Mr. Gozola noted that therefore, the first phase could move forward but the developer would be required to return with the remaining phases for finalization at that time.

Member Bull questioned if phase one was approved, was the developer under any obligation to proceed with following phases.

As with any developer, Mr. Gozola noted the considerable time and cost involved in the application process, and while they may back out if necessary (e.g. finances, marketability, etc.) further noted that a developer may end up delaying or eliminating further phases based on realities.

If part of the property involved in a PUD overlay district changes ownership during the process, Member Bull questioned what would happen.

Mr. Gozola advised that, as a new owner, you would assume all recorded requirements of the land and be required to comply with those documents and obligations.

If the property changed ownership during the overlay process itself, Member Bull asked if the process had to start all over again.

Mr. Gozola advised that a new property owner would need to be party to the PUD application before moving down the path, noting that they would now have ownership of the plan and would need to be addressed as to apply for the application.

Regarding the first and second open houses (Section 1023.09 PUD Review Procedure beginning with line 138); Member Gitzen questioned the distinctions between the two and their specific pre-requisites.

Mr. Gozola advised that the language had first been drafted as “first” and “second” open houses, but after further in-house discussion, and the process outlined at the concept stage, it didn’t seem right to list them as such. Mr. Gozola noted that the intent was that the pre-requisite covered the first open house and a certain time period.

Member Gitzen stated his preference that they need further distinction somehow, whether the first was identified as a “preliminary” developer open house or otherwise defined.

Mr. Gozola suggested this proposed language made more sense to an existing PUD owner and provided a better understanding of their process. Mr. Gozola noted that the open houses would still be a component of the final plat.

Specific to the requirements of graphic scale (line 238) as a land surveyor, Member Gitzen asked that language be changed to “north arrow” rather than “true north arrow;” with that request duly noted by Mr. Gozola.

Member Daire noted that this language appears to mandate two open houses: one related to the sketch plan and one related to the concept plan for a PUD. When calling for developer open houses, Member Daire noted that intent was to have the process be as open and transparent as possible in describing what was going on, with notifications sent out to properties within 500’ of the project two times.

While this is not currently done, Mr. Paschke clarified that it is being considered; with the current process of staff providing an Excel spreadsheet to the developer from the City’s database allowing the developer to draft a mailing list of labels to meet their requirement to send out a specific notification, currently followed for any open house.

Since it would require no additional work for city staff, Member Daire contended that due to the two separate steps, an open house for the plan review process be included. Since the developer would already be receiving a mailing list for those deemed to be within 500’ of their property, Member Daire opined that he considered it inconsequential that the developer/owner be mandated to send a second notice to those same property owners within that 500’ radii using the initial list they received, specifying in bold print that this was a sketch plan and describing its intent, as well as the second review for the concept plan and describing that intent. While the open houses may seem redundant, Member Daire opined that it accomplishes the city’s purpose for transparency, and describing all changes up to that point. Member Daire reiterated his preference that the developer be mandated to mail both times to those within 500’, even while recognizing that the City of Roseville goes beyond the state law requirement of a 350’ notice radius. However, Member Daire further opined that he didn’t think this was asking too much of a developer to make that effort.

At the request of Mr. Paschke, Member Daire clarified that his intent was to further revise the language, referencing Section 1102.01.B for the open house process, to require notification for the sketch plan and again for the concept plan.

Mr. Paschke noted that this was the intent of the proposed language, with the first open house specific to the sketch plan and providing notice to properties within 500’ and to repeat that process for the concept plan. Mr. Paschke noted that staff reviews the content and information proposed by the developer for both mailings.

Member Daire sought clarification as to whether the developer/owner was required to provide a summary of both meetings to staff.

Mr. Paschke responded affirmatively, along with providing a summary to those attending the meeting as well to ensure that summary is consistent with the recollection of those in attendance and assuring them that their issues/concerns had been raised at the sketch plan stage. Therefore, Mr. Paschke noted that it was his understanding that as the proposal moved toward to the concept stage (e.g. hard documents) those issues were documented and had been addressed.

Mr. Gozola referenced the written summary requirements as a mandatory part of the application itself (line 231).

As confirmed by Mr. Paschke, Chair Boguszewski noted that the aforementioned and ongoing work of the joint notification task force, if ultimately approved by the CEC, Planning Commission and City Council, would apply to this as well. As an example, if the notification area changed, Chair Boguszewski noted it would also apply to this ordinance; with Mr. Paschke again confirming that supposition.

Member Stellmach referenced line 65, noting that even if a tract of land was less than two acres, there could still be a PUD overlay if the applicant demonstrated the project was of superior design. Member Stellmach suggested clarification of “at the discretion of staff” as it related to “superior” design and how that determination was made.

Mr. Gozola opined that it was implied, and would ultimately be at the discretion of the City Council. However, Mr. Gozola noted that the thought was that, before a proposal reached the City Council level, the door would not be shut on proposals that may have a lower level set than two acres. Admitting that the language may be interpreted as “wishy-washy,” it left the door open to consider those projects; especially when smaller than two acres may make it harder to address some of the benefits it may provide.

Mr. Paschke concurred, noting that step two of the process for presentation of the sketch plan before the City Council would allow that to be fleshed out and a determination made as to whether or not it applied to the PUD process.

Member Stellmach reiterated that it would depend on staff and the City Council to make that determination.

Member Gitzen suggested for those parcels of land less than two acres, the language should be revised to “eligible for” rather than “governed by,” with Mr. Gozola agreeable to either version; and Chair Boguszewski suggesting revising it at least preliminarily as suggested by Member Gitzen (line 64).

In addressing goals (Section 1023.08 PUD Review Criteria. Item F, starting at line 112), 0, Member Stellmach noted the four different options, and questioned how it had been determined to pick one or more of the goals as listed instead of insisting a developer try to achieve them all. As an example, Member Stellmach questioned if this would be too burdensome for a developer, or if there was some concern that a developer may end up with structured parking while ignoring sustainability goals.

Mr. Gozola noted that every site was different and constrained in some way if required to meet all of the goals. Mr. Gozola advised that the ultimate thought was to push people toward those goals, but not stop all PUD site development by stating

categorically they had to achieve all of the goals or a project wouldn't be considered; since they may not be viable at all sites.

Member Daire questioned it if wouldn't be to a developer's advantage to have more than one goal.

Mr. Gozola responded that it may, but could depend on the developer and the cost of which criteria to the bottom line if choosing to meet all (e.g. return on investment for structured parking). Mr. Gozola advised that it would probably be beneficial to accomplish more than one goal, but at a minimum, the developer would be required to meet one of the goals before the city considered moving a project forward.

Referencing the list of PUD sketch plan components (line 180), Member Stellmach noted language that "...at a minimum the plan SHOULD show..." certain components and asked if they were considered requirements, the language shouldn't be changed to "MUST SHOW" or "SHALL SHOW."

Because this references the sketch plan, Mr. Gozola responded that the thought was that it provide guidance on what was desired, but not all would be important for the developer at this point in providing their concept and receiving feedback from the city and community as to whether they should spend more money to proceed. Mr. Gozola noted that the intent of "SHOULD" was to allow that flexibility at this point for the developer.

Member Stellmach noted his understanding with that clarification that this section was to provide guidance of the types of things being sought, but not yet required at this point; and therefore agreed with the language as presented.

Member Daire opined that, if changed to "SHALL" rather than "SHOULD," the language should also be accompanied by "...UNLESS OTHERWISE DETERMINED BY DEVELOPMENT STAFF."

Mr. Gozola agreed with that, and as noted in lines 156-157, before all requirements, it was stated "...unless waived by staff."

In the event real property was conveyed (lines 4170418), Member Stellmach questioned if and how this applied to property ownership changing through an inheritance or transfer of land without a buyer, and if those buyers were bound by the overlay district as a purchaser would be.

Mr. Gozola responded that this language had been taken from another community as drafted by their city attorney, but suggested having the Roseville City Attorney take another look at this language to make sure he remained comfortable with it.

Member Stellmach asked how the City's Tree Preservation and Replacement Plan worked in conjunction with this language, and whether it was required for every project.

Mr. Gozola responded that requirements of that ordinance would apply to each site for specific review.

In preparing for a final staging plan (line 321), Member Bull suggested that language be provided similar to that of line 3352, that any deeds dedicated to the city be free of any encumbrances before approval and subsequent filing; and would be more appropriate after rather than before approval by the City Council.

Mr. Gozola advised that the intent was to protect the city, and offered to revise language at the preference of the City.

Ben – if required by tree preservation code – is applicable to each site – would need to review

Chair Boguszewski opined that was similar to the issues raised by Member Stellmach related to “superior design” (lines 102-103) with aesthetically pleasing considerations being in the eye of the beholder and subjective by nature. If staff doesn’t feel comfortable fighting those battles, Chair Boguszewski noted he got the point, but didn’t know if the language should be stricken accordingly or if alternative language based on Mr. Gozola’s experience may provide a way to state that more objectively.

Mr. Gozola advised that “enhanced” may be another word, but he remained unsure of whether addressing the city’s minimum landscaping preferences and use of “enhanced” got to the ultimately goal being sought after.

Mr. Paschke stated that “enhanced” to him meant more than a minimum; and “aesthetically pleasing” involved many types and varieties for landscape design. Mr. Paschke offered to further wordsmith the language if so directed by the commission and depending on their action tonight.

Chair Boguszewski asked staff to further review that section, and while it may not be consistent with the surrounding area, it seemed too subjective of a term from his perspective.

Chair Boguszewski noted another similarity with the lead-in (line 77) and desirability of providing guidance in using “...new and exciting development that would otherwise be possible...”

Member Murphy suggested striking language “and exciting” in line 77, opining that wouldn’t lose anything in the intent.

Chair Boguszewski suggested the need to retain the word “MUST” as the springboard, then remove “exciting.”

Member Gitzen stated he was going to suggest “innovative” versus “new and exciting.”

Member Murphy spoke against the term “innovative” depending on whether or not a concept was actually innovative or the eighth occurrence of similar use.

Chair Boguszewski agreed with Member Murphy to strike the “...AND EXCITING...” language.

Member Gitzen questioned where the preliminary and final plats to be submitted fit in.

Mr. Gozola responded that in Subd. D.2 (lines 229-230) that was referenced in city code outlining requirements for plats as part of the overall concept plan submitted as noted.

Mr. Paschke concurred, noting that they ran concurrently with the preliminary as part of the concept; and the commission would see the final as part of the process.

Chair Boguszewski thanked Mr. Gozola for his work on this ordinance.

Chair Boguszewski closed the public hearing at approximately 7:44 p.m., with no one appearing for or against.

MOTION

Member Boguszewski moved, seconded by Member Murphy to recommend to the City Council approval of the draft PUD standards, based on tonight's discussion and amended as follows:

- ***Line 64: Strike language "governed by" and replace with "eligible for"***
- ***Line 77: Strike "and exciting" language***
- ***LINE 82: Correct the formatting issue(s) referencing "Section A.1.b," and any others noted elsewhere specific to section references***
- ***Line 87: Change "reduction" to "change"***
- ***Lines 179-198: Add language to add "adjacent sites or areas"***
- ***Line 238: Remove "true north arrow" and replace with "north arrow"***
- ***Line 418: Strike "buyers" and replace with "new or subsequent owners"***

Member Bull opined that the one year requirement for not returning; and opined that if an application was not substantially the same, or included a different or less parcels than previously submitted, or indicated a substantial change, considering the considerable expense of the developer/owner in providing those detailed plans, he hated to restrict them with that timeframe. Member Bull noted that there could also be zoning or comprehensive plan changes during that time, or different city council members having different opinions on development aspects. Member Bull opined that it didn't benefit citizens or developers willing to pay another fee to go through the process if they chose to do so Member Bull suggested the city should be obligated to process any applications, noting that this was more substantial of a process than they would have with a simpler zoning request.

At the request of Chair Boguszewski, Mr. Paschke estimated the approximate time for a typical PUD process, from start to finish, at realistically 6-8 months depending on different occurrences, plans and other specifics for each PUD application.

Chair Boguszewski suggested it may be better to state that "within one year of the start date of the first project" so that realistically, it may be only 3-4 months, but still imply some type of limit that another submission could not be considered within a year of that initial application submittal rather than within a year of denial.

Member Bull stated his approval of that, allowing refinement of developer plans, while still expediting the timeframe.

Member Stellmach stated that he shared the concern about not being able to apply for a whole year, but questioned how a subsequent application was to be revised or fully address findings for denial of the previous submittal. In other words, Member Stellmach questioned how the review worked for a revised application versus a new application and how the timing component worked.

Mr. Gozola responded that an application could be submitted immediately if the plan addresses those required elements; but if the City Council denies the concept plan through a series of findings for that denial. Mr. Gozola noted that the attempt was being made to ensure a developer didn't address only some but not all in their intent to return immediately and not address major concerns. As noted by Member Stellmach, this would require the developer to fix the specific problems before moving forward, and not only in bits and pieces.

Chair Boguszewski noted that realistically with specific and concrete findings for denial that would become apparent early on in the process, between the sketch and concept plans or even earlier. Chair Boguszewski opined that it would be extremely rare or unlikely that the process would get to that final denial without the developer being aware of the issues behind the scenes.

Member Stellmach asked what provision and under what scenario for submission of a new application this would be triggered.

Mr. Paschke advised that it would be a completely different proposal for the same parcel. Mr. Paschke opined that submission of a totally different proposal for the same proposal was desirable without a timeout. Mr. Paschke questioned if or why the city would want developers to fish for various ideas without giving the neighborhood and city a break from an extensive process such as this; and also recognizing the considerable burden on the developer for plans and related costs, as well as on staff and neighbors considering a potential zoning change. Mr. Paschke further opined that this kept those developers attempting to short-cut the process to rethink their proposal to obtain future approval.

Member Bull stated his desire was to not see a developer strong-armed from being required to do nothing for 12 months before being considered again. Based on potential changes in society or economics, Member Bull noted such a delay may result in a project no longer being feasible or viable, placing a burden on a developer/owner that wasn't to anyone's advantage.

Member Daire opined that language of line 46 allowed serious developers/owners to proceed and make reasonable changes in their application in order to meet requirements of the concept plan, and also safeguarding his financial interests. Member Daire reiterated that he found those interests protected for both the developer and/or owner fully protected by line 46; allowing them to return with changes no different than his reaction to the sketch plan series of changes that may be required after the open house or city council review and before moving on to the concept plan. Member Daire opined that those interests are covered and delayed only as long as he decided it should be provided their ability to demonstrate those questions or concerns had been reasonable answered and within the law.

Member Stellmach stated that, in his read of findings for denial based on a similar submittal and not based on a substantially different PUD submittal; to which Mr. Paschke concurred. Member Stellmach noted that would be a different project could be submitted within a one year period.

Chair Boguszewski concurred, noting that this wasn't the type of thing trying to be avoided.

Member Murphy agreed with Member Daire's interpretation, allowing for a year's rest for consideration of that rezoning.

Mr. Paschke agreed that another one could not be sought sooner than one year.

Member Murphy stated that this seemed to him in lock step with that type of rezoning and opined it was a mistake to have the zoning and PUD rejection timings different.

Chair Boguszewski noted that, since it was addressing a substantially different development that was not subject to the one-year waiting period, he questioned if the intent of Member Murphy was to change the word "DENIAL" on line 46 within one year of the original application.

Member Murphy clarified that the language as written was fine with him.

Member Bull reiterated his initial concerns, but agreed with language as presented.

Mr. Paschke noted that the language was similar to that used in the zoning code.

Member Bull expressed appreciation for the detail included about submission requirements; and clarified that his concern was related to having it all encompassed in this ordinance; when attempts were made elsewhere to move things out of ordinance and into applications for staff to be able to modify as needed verses requirements to change ordinances or modify language repeatedly (e.g. line 226)

Mr. Paschke noted there were two views: 1) that would be great to provide staff with that latitude and flexibility on the application and be able to determine whether or not certain things were worth having listed there. 2), Mr. Paschke noted that this is specific for unique developments versus typical applications, and therefore, he thought it would be better to retain it in the ordinance to encapsulate that special process and necessities rather than on the application form(s). Mr. Paschke stated that if found not working, which would be part of the initially testing, he would find it more applicable to be part of future code revisions; but if found to be occurring too frequently, the process could be changes accordingly. However, for the time-being, Mr. Paschke spoke in support of changes via ordinance.

Chair Boguszewski noted (line 233) the separation of submittals and applications related to the open house, and asked if that was to provide staff flexibility to change that administratively or if there could be a way to change it so it was still listed as a guide in the template.

Member Stellmach noted such as "the following and any additional items staff may feel appropriate."

Mr. Paschke cautioned revising that language, noting that it could be staff beyond that of the Community Development Department, such as the Engineer or Public Works Department, or even the Parks & Recreation Department as applicable.

Mr. Gozola also noted another benefit of this change may be if and when a judge looked at this list, and in staff's attempt to protect the city, once things were or were not included on the list on an application, or if the application itself changes and should not include the list for some reason, the process entered into a grey area in terms of whether or not an application can be deemed incomplete. Mr. Gozola noted that lines 227-228 in the introductory language allowed for such adjustments.

Chair Boguszewski recognized that logic. In lines 235-266, Chair Boguszewski noted that without the process for a majority vote of the City Council to change ordinance language, except with the language in line 227 allowing for waivers, such requirements could be selectively waived by staff.

Member Murphy noted that in order to prevent such a potential staff waiver and to retain the reasonable list provided, there would be nothing wrong with having a City Council level discussion that may add to that list. While items can be waived, Member Murphy opined it would not prove terribly burdensome to add additional items if items were found to be missed or new technologies indicated them. Seeing that PUD's are the exception to typical, straightforward land use issues, Member Murphy opined that the requirement to meet the exception list should be kept at a high level.

Chair Boguszewski asked his colleagues if, given their nature, changes of that manner should be reviewed by discussion of the City Council, and therefore kept in the currently proposed language; with the consensus of the body being affirmative.

Member Gitzen expressed concern related to cancellation language and whether it sufficiently addressed both pre-existing and new PUD's.

Mr. Paschke sought clarification that the concern was regarding pre-existing PUD's seeking to be cancelled and supported by staff, and would there would be any problems.

Member Gitzen noted his concern was whether they were consistent specific to the cancellation talked about when approved.

Mr. Paschke clarified that pre-existing or old PUD's didn't necessarily have agreements and were approved much differently than today's PUD's that were typically subject to conditions, most of which would have been met. If there was a need in an existing PUD for a condition yet to be met, or still needed, Mr. Paschke stated compared to those approved today, then Mr. Paschke stated that yes, it made sense to cancel those PUD's allowing them to function under the general zoning ordinance and no longer needing a PUD to amend if already covered in current code. However, Mr. Paschke noted that each of those would need to be reviewed independently; and the question answered whether if cancelled did it comply with today's requirements. Mr. Paschke noted that there may be some out there better served cancelled and addressed in ways other than through a PUD. Mr. Paschke noted that staff may not consider a PUD if they don't have conditions applied to them, or nothing binding, with zoning there forever and a day; and opined that it would clear up confusions and misconceptions.

Mr. Paschke advised that staff, as well as the City Attorney, were in agreement with the cancellation language as presented.

Ayes: 6

Nays: 0

Motion carried.

Chair Boguszewski noted this was scheduled to go before the City Council at their February 22, 2016 meeting; and tonight's meeting minutes would be included as part of the meeting materials as available.

Chair Boguszewski again thanked Mr. Gozola for his work; and Mr. Gozola expressed his pleasure in working with the Commission as well.

Regular City Council Meeting**Monday, March 28, 2016****Page 9**

McGehee moved, Etten seconded, adoption of Resolution No. ____ (Attachment A) entitled, "Resolution Ordering Preparation of a Feasibility Report for Owasso Private Drive Storm Water Project;"

Roll Call

Ayes: Willmus, Laliberte, Etten, McGehee and Roe.

Nays: None.

10. General Ordinances for Adoption**a. Adopt an Ordinance Creating Planned Unit Development (PUD) Standards within the City Code**

City Planner Thomas Paschke reviewed past action of the City Council in hiring the firm of Sambatek to complete PUD standards for the city; and discussions to-date at Planning Commission and City Council levels. Mr. Paschke noted the Planning Commission's public hearing held on March 2, 2016 leading to tonight's updated presentation to the City Council since their last review of the document on December 7, 2015. Attachments were provided as detailed in the RCA of this date.

Ben Gozola, Sambatek

Prior to his presentation, Mr. Gozola referenced the various attachments, as well as an additional marked up copy of new Chapter 1023: Planned Unit Developments, provided as a bench handout and made part of the staff report.

Mr. Gozola reviewed the history of the process, the project understanding by his firm, and overarching goals of the PUD ordinance.

In referencing Attachment B during his presentation, Mr. Gozola noted this is a clean copy of the proposed language allowing for easy reading of the ordinance, and including comments explaining specific provisions being proposed in addition to items for further consideration by the City Council. Mr. Gozola noted that the City Attorney had reviewed the document as well; and reviewed those areas receiving major and minor changes since the document was last before the City Council, moving section to section of Chapter 1023, and referencing the comment section of the marked-up ordinance.

Bench Handout

- Page 13, Line 318 (McGehee)
Councilmember McGehee noted the need to correct language using PUD as a possessive noun, duly noted by Mr. Gozola.
- Page 9, Line 260 (McGehee)
Councilmember McGehee agreed that the term "true north" was too technical and use of "north arrow" by the consultant was preferable.

Attachment C

• Page 4, Line 106-108 (Willmus)

Specific to density, Councilmember Willmus asked if that would be phrased differently for residential and commercial developments.

At the request of Mr. Gozola, staff confirmed that there was no standard commercial floor ratio, and this was unique to residential density.

Mayor Roe suggested stating “residential” density accordingly, duly noted by Mr. Gozola.

• Termination (Willmus)

Councilmember Willmus suggested the ordinance include a termination clause, with his preference being termination at 12-months post-approval of the final PUD document.

• Page 9, Lines 249-250 (Willmus)

Councilmember Willmus suggested similar language for Concept and Final PUD Plan submittals, allowing items flagged and/or waived or if different than those initially submitted between those stages.

Mr. Gozola referenced language on Page 8, lines 224-225 related to PUD Sketch Plans, suggesting that language be inserted as noted by Mayor Roe on Page 12, Item c between lines 370-371 and paralleling that other language.

• PUD Qualifications (Willmus)

Councilmember Willmus questioned PUD qualifications related specifically to multi-party ownership, such as situations with silent partners. Councilmember Willmus noted the specificity of this proposed language identifying “all persons or entities with ownership interests,” and questioned if the proposed language precluded Limited Liability situations having silent partners.

City Attorney Gaughan opined that he didn’t believe it would preclude that situation, noting that typically non-silent partners would possess authority to act on behalf of the entity as a whole. Mr. Gaughan opined that he was not aware of a situation where any partnership contingent within an entity of such size and authority would allow partners to act without the knowledge or authority of all partners. Mr. Gaughan further clarified that this could be part of the legally written consent, and part of that consent would be affirmation of purported owners.

• Traffic Studies (Laliberte)

1 Councilmember Laliberte noted the city typically requesting traffic studies,
2 but if mitigation solutions were subsequently required as a result of that study
3 (e.g. parking structures) questioned if that would be appropriate based on
4 Mr. Gozola's familiarity with other PUD models.

5
6 Mr. Gozola responded that such a study would be a submittal requirement at
7 the Concept Stage, and if deemed necessary by the city, then the study would
8 be requested outlining what would be needed for subsequent approval by the
9 city, and conditions placed on PUD approval as such.

10
11 • Second Notice Elimination (Laliberte)

12 At the request of Councilmember Laliberte as to when notice of the process
13 would occur, Mr. Gozola reviewed the steps, (Page 6, line 151) with the first
14 step being the initial developer open house required (Chapter 1102.01) and the
15 process to be followed for those meetings. As part of that process, Mr. Gozola
16 clarified that notices of upcoming developer open houses and City Council
17 review dates as indicated by staff would already have been sent out as part of
18 that first step. Mr. Gozola noted that the question became whether that same
19 review was needed for the City Council portion.

20
21 Councilmember Laliberte agreed with that process as long as the open house
22 and City Council dates were included in that notice and not skipped over to allow
23 constituents to be aware of City Council actions.

24
25 Mayor Roe noted that prior to the second open house, which was also noticed,
26 there would be another opportunity for connecting with surrounding residents.

27
28 • Termination (Laliberte)

29 Councilmember Laliberte agreed with Councilmember Willmus that something
30 specific was needed; and agreed with a twelve-month duration if nothing
31 happened, the developer/applicant would need to start the process over again.

32
33 Councilmembers Etten and McGehee agreed with the addition of a termination
34 clause.

35
36 Mayor Roe noted that, if no action occurred during that 12-month period, approval
37 became moot, but agreed with adding that language to the termination
38 clause. However, Mayor Roe suggested language for twelve-months, or as
39 per the City Council meeting timeframe allowing greater flexibility.

40
41 Councilmembers Willmus, Laliberte, Etten and McGehee agreed with Mayor
42 Roe's suggestion, as long as the termination didn't remain open-ended.

43
44 While current staff and council members were aware of the intent now, Councilmember
45 Willmus noted the need to address future personnel to ensure

1 something didn't fall between the cracks due to it not being memorialized
2 within the PUD ordinance.

3
4 Mr. Paschke stated staff's openness to including such language, but suggested
5 an option be included should a developer choose to extend the period before
6 or prior to the PUD becoming a moot point and seeking an extension of a rea-
7 sonable period along with their reasons for not yet having begun the project.
8 Mr. Paschke noted that this would require the developer to seek City Council
9 approval to extend the PUD with language addressing that extension accord-
10 ingly.

11
12 Councilmember Willmus agreed with the proposal, but asked to see the actual
13 language itself. Councilmember Willmus noted building permit language for
14 subsequent construction. If actively engaged in implementing it, Coun-
15 cilmember Willmus opined that was a different situation than final approval
16 having been granted and then the developer goes away and the city doesn't
17 hear from them for a year.

18
19 Mayor Roe noted that, without objection, the City Council was interested in
20 language to address this issue.

21
22 **Bench Handout**

- 23 • Page 12, "2.i PUD Final Plan Submittal Requirements," Lines 358 – 362 (City
24 Attorney Gaughan)

25 City Attorney Gaughan noted that provision related to an operating and
26 maintenance plan for common areas provided on page 13; and suggested it be
27 struck out of this section on page 12. Mr. Gaughan noted it originally came
28 from a new provisions and referenced a Development Agreement, but noted
29 that a Development Agreement is not required at the Final Plan submitted
30 making the reference inappropriate.

31
32 Since that was not a mandate, and at the request of Mayor Roe, City Attorney
33 Gaughan suggested striking the first sentence from Item 2.i, and the remainder
34 remain as written.

35
36 Without objection, Mayor Roe noted the City Council's agreement with this
37 revision.

- 38
39 • Page 3, PUD Qualifications , Section 1023.05 (lines 68 – 70) (Etten)

40 Councilmember Etten asked how and why this needed sorting out and how it
41 was unique, suggesting it was applicable to enhanced developments no matter
42 their size.

43
44 Mr. Gozola noted this same discussion occurred with the City Council in De-
45 cember of 2015, with the conclusion being that while PUD's were typically

1 set for two acres, some flexibility was preferred so as not to eliminate some
2 projects that the city may want. Mr. Gozola noted that it would be harder to
3 achieve some of the goals outlined in the ordinance to qualify under a PUD as
4 those properties decrease in size. But, Mr. Gozola stated the intent was for the
5 city to state to a developer that if they could show us they could achieve a de-
6 sired project on a smaller parcel, the City Council would consider it.

7
8 Mayor Roe, with concurrence by City Attorney Gaughan, agreed this would
9 retain the City Council's discretion for each project.

- 10
11 • Page 12, Lines 377 – 381 Voting Majorities (Etten)
12 Councilmember Etten sought clarification as to whether this vote required for
13 approval was a simple or super majority vote.

14
15 Mr. Paschke stated it would be a simple majority vote.

16
17 Councilmember Willmus questioned if that was always applicable, should a
18 PUD be considered a Comprehensive Plan Amendment.

19
20 Mr. Paschke, with confirmation by City Attorney Gaughan, responded "no."

21
22 Mayor Roe noted that the PUD had to meet the underlying zoning. However,
23 he noted some votes required a simple majority vote of the full City Council
24 versus a simple majority vote of the quorum present and sought clarification
25 of which applied.

26
27 City Attorney Gaughan clarified it would be a simple majority vote as re-
28 quired for a zoning amendment, as was applicable and necessary for "up zon-
29 ing." At the request of Mayor Roe, Mr. Gaughan opined that he didn't sus-
30 spect it would not require a quorum of the full body for a PUD, but offered to
31 verify that information.

- 32
33 • Page 15, Section 1023.11P: PUD Cancellation (Etten)
34 Councilmember Etten again sought clarification as to the percentage vote re-
35 quired to create a cancellation, with Mr. Paschke and Mayor Roe agreeing that
36 a simple majority would suffice.

37
38 Mayor Roe requested that Mr. Gozola and staff return with a document reflecting
39 tonight's discussion and revisions for final review and approval.

40
41 Councilmember Willmus asked that only one copy of the document be included in
42 the next agenda packet to avoid confusion.
43

Councilmember McGehee thanked Mr. Paschke and Mr. Gozola for getting this PUD ordinance done, opining that on her part it had been long-awaited and much appreciated.

With agreement by his colleagues, Mayor Roe stated this document was much better than the city's previous document.

b. Consider Amendments to Roseville City Code Chapter 201, Advisory Commissions; Chapter 205, Human Rights Commission; and Chapter 207 Ethics Commission

City Manager Trudgeon briefly summarized the RCA and Attachment B consisting of a draft ordinance highlighting proposed amendments to City Ordinance, Chapter 201 related to the city's advisory commissions. Mr. Trudgeon sought feedback from Councilmembers as to staff's proposed changes based on previous discussions and actions.

Councilmember Etten expressed his appreciation for the majority of the changes.

Section 201.06: Organization (Etten)

Councilmember Etten suggested moving the contents of Item H (lines 34-25) into Item A related to election of officers at the first meeting or change language in line 14 to include "appointment of an Ethics Commission representative (per Chapter 207 as reference)."

Councilmember Laliberte agreeing that was a great fix.

Mayor Roe suggested the same could be accomplished by striking Item H up to the word "appoint" with the remaining language moved to Item A, immediately after "...elect a chair and vice-chair, [and a member to serve on the Ethics Commission] from among its appointed members for a term of one-year."

City Manager Trudgeon duly noted Mayor Roe's suggestion; without objection.

Special Meetings

Councilmember Willmus questioned the need to include language related to special meetings for all advisory commissions, while recognizing the necessity for the Planning Commission for certain land use items and their timing. Councilmember Willmus questioned what had previously been in individual advisory commission language.

City Manager advised that it varied, with some not mentioned and others having a separate chapter, some in-depth about operations and others not addressing it; and resulting in an inconsistent standard. While it is critical for the Planning Commission to hold a special meeting as needed, Mr. Trudgeon suggested the revised language allowing all advisory commissions to host a special meeting. Mr.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 11.b

Department Approval

City Manager Approval



Item Description: Consider Amendments to Chapter 201, Advisory Commissions; Chapter 205, Human Rights Commission; and Chapter 207 Ethics Commission of the Roseville City Code

BACKGROUND

On February 8, 2016, the City Council discussed modifying the scope, duties, and functions of the Human Rights Commission and having other advisory commission members serving as members of the Ethics Commission. Staff has prepared these amendments to the City Code making these changes for City Council consideration. Staff has also determined that another part of the Uniform Commission Code regarding the calling of special commission meetings should be reviewed for a possible amendment. The minutes for the February 8 meeting can be found as 'Attachment A.' At the March 28 meeting, the City Council requested that some minor edits be made to the proposed amendments and brought back for final consideration.

Advisory Commissions (Chapter 201)

Based on the proposed changes to Chapter 207 regarding the Ethics Commission, staff is proposing to add language to 201.06 that states that each advisory commission shall annually appoint one member to serve on the Ethics Commission. The City Council suggested that this requirement be put in Section 201.06 (A) and that change has been made. Additionally, as a result of looking at the need to potentially hold a special meeting of the Planning Commission and determining there is not an ability to call for a special commission meeting between regular meetings, staff is proposing adding language allowing the commission chair or the City Manager to call for a special commission meeting with the approval of both parties. This would give the flexibility for commissions to call for a special meeting to deal with urgent issues. This is especially relevant to the Planning Commission when dealing with time sensitive land use issues.

Human Rights Commission (Chapter 205)

At the February 8 meeting, the City Council made some suggestions for changes to the Human Rights Commission scope, duties, and functions. The Human Rights Commission met on February 17 and recommend approval of the changes suggested by the City Council. At the March 28 meeting, the City Council inquired whether the phrase "the affairs of this community" was intended to be removed. In checking with the Chair of the HRC and staff, it was determined that this language was inadvertently stricken and should be included back into the code. The changes are reflected in Chapter 205 of Attachment B.

29 Ethics Commission (Chapter 207)
30 At the February 8 meeting, the City Council reviewed the proposed amendment to the Chapter 207
31 regarding the membership of the Ethics Commission. The City Council directed staff to amend the
32 ordinance to state that the Ethics Commission shall be comprised of one member from each existing
33 advisory commission and have an annual meeting of its members and other otherwise meet as needed or
34 when an ethics complaint is filed. On March 28, a minor grammatical change was requested by the City
35 Council in Chapter 207.01 (replacing “all other” with “each”). This change is reflected in Chapter 207
36 of Attachment B.

37 **FINANCIAL IMPLICATIONS**

38 None

39 **STAFF RECOMMENDATION**

40 Staff recommends that the City Council adopt an ordinance amending Chapters 201, 205 and 207 of the
41 Roseville City Code.

42 **REQUESTED COUNCIL ACTION**

43 Motion to adopt an ordinance amending Chapters 201, 205 and 207 of the Roseville City Code.

44 -and-

45 Motion to adopt summary ordinance

46

47

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

Attachment A: February 8, 2016 City Council Minutes

Attachment B: Ordinance amending Chapters 201, 205, and 207-redlined copy

Attachment C: Ordinance amending Chapters 201, 205, and 207-clean copy

Attachment D: Summary Ordinance

the FBI Director at the 262nd graduation of the FBI National Academy. Lt. Scheider opined that her attendance would be of benefit to her, her colleagues, and the citizens of Roseville.

Mayor Roe congratulated Lt. Scheider, noting that her accomplishments had now raised the city's expectations of her, which may be an unintended consequence of her attendance. However, Mayor Roe noted the City of Roseville and City Council's pride in Lt. Scheider's work; and thanked her for that and her service to the community.

Councilmembers concurred with Mayor Roe.

b. Discussion with Various Commissions (Community Engagement, Human Rights and Ethics Commission)

At the request of Mayor Roe, City Manager Trudgeon referenced recent conversations late last fall (Attachment A) when the City Council directed the Human Rights Commission (HRC) and Community Engagement Commission (CEC) to review the scope and functions found in their specific city code commission chapters and make recommendations of any changes they considered applicable. As part of a broader discussion, City Manager Trudgeon reported that the City Council discussed the current Ethics Commission and whether or not it should be looked at differently going forward.

City Manager Trudgeon noted that Chair Wayne Groff of the HRC and Chair Scot Becker of the CEC were in attendance tonight, as well as Norine Quick-Lindberg representing the Ethics Commission; and invited them to briefly speak to their recommendations.

Chair Wayne Groff, HRC

Chair Groff reviewed the HRC projects projected in 2016, including the Naturalization Ceremony swearing in new residents and sponsored by the HRC; the annual Essay Contest, reporting the much better response of students this year (tripling to over 130 applicants), based on the hard work of former HRC Commissioner Bachhuber and Commissioner Christianson who worked directly with teachers at the school to phrase this year's question with school curriculum. While this means a lot of work for HRC Commissioners, Chair Groff stated that he anticipates a good contest this year and anticipated presenting winners to the City Council in May.

Chair Groff noted the HRC's excitement to have a presence in the Rosefest Parade this year; and looked forward to the appointment of three new commissioners to serve soon and hearing their ideas.

As noted in the packet materials, Chair Groff referenced the HRC's review of Chapter 205 related to the HRC and noted minor questions or suggested revisions.

Chair Groff noted the HRC's interest in participating in the City Council's efforts as outlined in their strategic planning document (PPP) focusing on SE Roseville.

Mayor Roe thanked Chair Groff for his comments; and noted that much of the draft HRC ordinance language remained from the 1960's and its initial establishment; and expressed his appreciation for their review and suggestions.

Councilmember McGehee questioned the HRC's interest in bringing up ethnic days as part of the Rosefest parade or at different times of the year, such as recent activities at the Central Park band shell as an example. While unsure of the role of the HRC in promoting those ethnic events, Councilmember McGehee expressed the interest of the City Council to bring some of those groups forward to share their culture with the community, and of considerable interest to her. Councilmember McGehee expressed her appreciation for what the HRC had done to-date, not just in terms of their general scope of diversity, but also recognizing mental illness, physical handicaps, and accessibility to city facilities and amenities, representing a broader mission than human rights. Based on comments made earlier tonight during public comment related to a city complaint process, Councilmember McGehee suggested the HRC may be able to work with the Ethics Commission to look into such a process.

Councilmember Etten also expressed his appreciation for the work of the HRC in redefining its scope and defining itself from the CEC. Councilmember Etten further expressed appreciation for the strong programs they facilitated and reaching into the schools and revising the annual Essay Contest to coordinate with student curriculum and the positive results in getting more students involved.

Referencing the HRC's highlighting of their Scope, Duties and Function, Section 205.02, Item B of Chapter 205 and uncertainty about the intent of a "human relations project," Councilmember Etten expressed his confusion as well about what that statement meant or whether the HRC should be doing that or whether it was meaningful to the commission code without further definition. Councilmember Etten opined that he found that section superfluous.

Councilmember Laliberte thanked the HRC for their work in updating this chapter, which hadn't been addressed during the broader Uniform Commission Code review, she opined that they had made it a better document. Councilmember Laliberte agreed that the aforementioned Item B should be removed from the HRC scope, duties and function, as it was no longer relevant.

Mayor Roe agreed that he had no interest in retaining that Item in this document.

If the HRC doesn't feel it should be part of their mission, Councilmember McGehee expressed her interest in it being looked at as part of the City Council's ongoing look at SE Roseville, or planning and programming for Parks & Recreation

programs to ensure accessibility to existing or future buildings and facilities. If not belonging under the HRC's scope, Councilmember McGehee suggested it belong by reference somewhere for city staff as part of their process.

Chair Groff offered his agreement in part with Councilmember McGehee specific to "human relations," and opined he thought it covered educational efforts and should refer back to the Americans with Disabilities Act (ADA).

Mayor Roe agreed that a human relations program sounded like a document, and if based on programs and education, it was covered elsewhere allowing for removal of Item B from this chapter to eliminate confusion.

Mayor Roe addressed language highlighted by the HRC under Section 205.02 (third line) related to participation in the affairs of this community by assisting the state department of Human Rights in implementing the Minnesota Human Rights Act. Mayor Roe questioned what form that would take for the Roseville HRC.

Chair Groff advised that the HRC had discussed this section, and suggested it needed further clarification to remove any indication of an enforcement function, but also allowing reference to the State Human Rights Act as the initiation of the Roseville HRC and its promotion and education of those values in Roseville.

Mayor Roe questioned if the language included in the following paragraphs (Items A through F) sufficiently covered other agencies and groups that allowed eliminating the aforementioned language.

Councilmember Willmus opined that by leaving the language within the scope of this chapter, it created an environment of confusion of what the Roseville HRC could actually do, and therefore caused him concern.

Councilmember Laliberte expressed her interest in leaving the language referencing the Minnesota Human Rights Act, and its reference in that paragraph, but instead of saying the Roseville HRC "advised," perhaps state that it "supported" those efforts.

Mayor Roe suggested that the HRC look at that language again and make a recommendation to the City Council.

Councilmember Etten agreed with Councilmember Laliberte's suggestion of the Roseville HRC advocating and supporting the Minnesota Human Rights Act.

Mayor Roe suggested substituting Councilmember Laliberte's language and remove "in implementing" and replace it with "...by assisting the state department of human rights in implementing the Minnesota Human Rights Act by advocating and supporting the Act, and advising the City Council..." Mayor Roe personally

suggested that there be no modifier related to advising the City Council on programs to improve community relations, whether short- or long-range programs, that either should be considered.

Chair Groff advised that he would bring that suggestion back to the HRC at their next meeting.

Mayor Roe echoed the comments of his colleagues on the good work accomplished and being done by the HRC and thanked them for their review of this document. Mayor Roe recognized that it had been stressful for the HRC over the last few months with a shortage of members. Mayor Roe further echoed support to build cultural activities into existing events or into the life of the community; and encouraged the HRC to foster that and make recommendations to the City Council accordingly.

Chair Scot Becker, CEC

Chair Becker briefly summarized the materials (Attachment C) providing the status of 2015 CEC priority projects and an overview of CEC adopted 2016 priority projects proposed. Chair Becker reported that the joint task force of the CEC and Planning Commission to study notification issues and formats, as well as recommendations to the City Council on formation of neighborhood associations was anticipated early in 2016.

In 2016 Priority Projects of the CEC, Mayor Roe noted the third bullet point “expanding city leaning/engagement opportunities,” suggesting the need to discuss with the CEC the line between recommending, advocating, advising and implementing. Mayor Roe opined that the implantation category needed further review of those lines from his perspective, specifically if considerable time was intended to be spent by the CEC in forming a welcome packet and/or implementing a city open house.

Chair Becker advised that he shared those concerns, and part of the CEC’s recommendations to the City Council would be directing reliance on city staff for implementation.

Mayor Roe stated that his personal expectation specifically with starting community visioning work prior to the 2017 comprehensive plan, one thing talked about with the CEC last year and the different categories and spectrum of engagement (e.g. identifying stakeholders and tools for each type of process). Mayor Roe opined that was key in looking at the comprehensive plan update. However, with the *current Imagine Roseville 2025* document being over ten years old and some of its provisions out-of-date based on decisions before the city now, Mayor Roe suggested it may be time to recommend a process to update – not recreate – that community vision as a starting point to initiate the comprehensive plan update. Mayor Roe opined that it would be his goal to have that update, not

an extensive document difficult to use, but as a reference document at which time that related infrastructure work could be tied into other engagement processes (e.g. SE Roseville) and without giving the CEC too much that would prove difficult for it to accomplish in a timely manner.

As a member of the Imagine Roseville 2025 Subcommittee, Councilmember Willmus stated he found the organization of that group overall quite effective and broad, with a number of satellite groups reporting back to the broader steering committee. Councilmember Willmus expressed his interest in retaining that model, but questioned if that effort should be put on the CEC.

Mayor Roe clarified that it was not his intent that the CEC run the process, but simply recommend a process back to the City Council.

Councilmember Willmus suggested the CEC could recommend utilizing the past process and ways to tweak it; and expressed appreciation to Mayor Roe for clarifying his intent. Councilmember Willmus stated that it was his intent to look to the CEC to recommend models used in the past, their areas of success, areas needing revision and ideas to do so; but clarified he was not intending that the CEC become that steering committee nor that he had any intent of mixing those two contexts.

Mayor Roe agreed with the comments of Councilmember Willmus.

Councilmember Laliberte also agreed with those comments; clarifying that the City Council was not asking the CEC to recreate the wheel if good processes were already in place or simply needed tweaking, she would consider that first before working from scratch. Councilmember Laliberte spoke to learning lessons from those past processes and applicable suggestions for employing those strategies in some but not all cases, and why not; and systematically engaging processes in one place but not all.

Councilmember Laliberte expressed her disappointment that the City Council hadn't received the CEC's recommendations on formation of neighborhood associations sooner, and expressed her personal concern in the 2015 CEC status update using words like "assist" and "encourage" when her understanding was that the intent was to create a guide for the process versus pushing neighborhoods to do something they're not motivated to do. Councilmember Laliberte expressed her anticipation of that coming back to the City Council soon.

Chair Becker advised that his estimated timing was conservative and as an individual commissioner hoped to have it ready to handoff sooner, but noted it may be necessary to delay it another month realistically, even though the final document and recommendation to the City Council was very close to being completed. Chair Becker clarified that the CEC was bringing forward a set of recommenda-

tions for the city to assist formation of neighborhood associations, but further clarified that the intent was not for the CEC to take any active role once that handoff to the City Council had been completed.

Councilmember Laliberte stated that she was envisioning a proposed step by step kit for neighborhood organization, such as done for the organized trash hauling effort.

Chair Becker advised that some of that was included in CEC recommendations.

Councilmember Laliberte recognized the CEC's interest in receiving direction related to SE Roseville, admitting that she was also struggling with what had been done, what was being done, and what still needed to be done; whether all stakeholders are plugged in or others remained to be engaged; and how to get to fruition. Councilmember Laliberte stated that she wasn't even aware if the right people were currently working on the issue; and expressed her understanding of the CEC needing to figure out where they fit in.

Specific to a previous City Council directive and 2014 strategy included in the CEC ordinance, Councilmember Laliberte asked that the City's Volunteer Coordinator have touch points with the CEC in areas where volunteer opportunities are available. Councilmember Laliberte opined that the CEC has a better idea of that piece related to volunteerism since it was part of their ordinance language.

As heard earlier tonight during public comment, Councilmember McGehee stated that she was not a big supporter of the CEC and had never been, noting the many problems. While expressing appreciation for the CEC's work on the city website which was vitally needed and had been accomplished, along with the work she anticipated from the notification task force, Councilmember McGehee opined there was little need for a group to work on community engagement and involvement as long as the City Council now had policies in place. Councilmember McGehee noted her ongoing concern in the lack of City Council responsiveness when the public comes forward with issues or concerns; but opined those issues will not be solved by a commission since they were the City Council's concern. During her five-year tenure, Councilmember McGehee noted many requests by large groups of citizens that had not been addressed, while special interests of smaller groups seemed to get quicker responses from the City Council. Councilmember McGehee cautioned that this did not go unnoticed in the community.

Specific to neighborhood associations, Councilmember McGehee opined that coalescence was needed, not a check list; and expressed her confusion as to what happened to the task force and why it was dissolved. Councilmember McGehee further opined that when community visioning is started, if there were any previous problems it was too much was directed by the City Council and their desire for control. Whether vetting of the steering committee or those participating,

Councilmember McGehee stated it would be nice to get something advising what should and should not be done and providing particularly broad direction while establishing a process in place allowing engagement of the public in ways not currently being done. Councilmember McGehee stated she hadn't seen that coming forward from the CEC to-date.

Specific to her perception of the SE Roseville issue, Councilmember McGehee noted lots of stuff going on (e.g. community gardens) with long-term residents living in that area wanting to be involved, and committed to those efforts without the need of an association. Councilmember McGehee opined that there were many natural communities in Roseville and groups continually forming without attempting to put them into some structure.

Specific to involving renters, youth and senior citizens, Councilmember McGehee stated that the Business Retention Program was addressing outreach needs, while she was most interested in involving renters in the process since renters were remaining in the community longer versus their former transient nature. Therefore, Councilmember McGehee opined that it would now be timely to see if there was a way to reach renters to determine their interest in being involved in their community.

As heard earlier tonight about the action or inaction of the City Council, Councilmember McGehee stated her disappointment in the availability of a broader list of jobs for the CEC to undertake; and opined that she didn't support the targeted ideas presented by the CEC. Specific to the neighborhood association bullet point, Councilmember McGehee agreed with the comments of Councilmember Laliberte, opining that she didn't see it.

Chair Becker advised that, while unable to address Councilmember McGehee's five-year tenure and those experiences, he clarified that the task force did not dissolve in July of 2015 nor had their work been in vain. Chair Becker further clarified that remaining members of the task force and citizens-at-large, as well as other participants, were not actively forcing neighborhoods to form associations, but were intent on recommending ways for the City Council to proceed and encourage those groups to form around issues or activities, and represent their potential.

Councilmember Etten opined that the discussion around "assist" and "encourage" formation of Roseville neighborhood associations suggested action, and suggested a better term may be "formulate" new ideas or ways to reach other populations. Councilmember Etten noted another item he supported from the listed CEC strategies was outreach to unrepresented groups, and expressed his interest in seeing more related to that. Councilmember Etten stated his support for the CEC and infrastructure work of community engagement processes; and agreed with their purpose for neighborhood associations in strengthening the community. Councilmember Etten opined this served as a way to bring people together in a positive

versus negative way, and encouraged their formation rather than forcing them, with the model available as a tool for them moving forward.

Councilmember McGehee opined that the Dale Street Project process brought things forward in a positive way, and noted that the city had provided that opportunity.

Mayor Roe clarified that the intent of the CEC had been defined as an engagement process and not requiring the formation of a neighborhood association as noted by Councilmember Etten.

Councilmember Laliberte opined that the CEC list involved a lot of great things, and asked if the CEC would be talking about priorities to bring things to conclusion and move on to their next priority, or if they envisioned doing many of these initiatives at the same time.

Chair Becker advised that the CEC had collectively come up with the ideas they wanted to pursue, and noted that he had intentionally added one more thing than he felt reasonable to accomplish within one year, hoping to get feedback from the City Council. Chair Becker advised that the 2014 ideas supported by the City Council had been included while eliminating those that had not received that support, and noted the CEC would expend their energy accordingly, incorporating tonight's feedback to inform the next draft of this document. Chair Becker advised that he would intent to pursue all of the initiatives during the year, while some may depend on outside timing beyond the CEC (e.g. SE Roseville).

Chair Becker referenced the comments related to decreasing meeting frequency, but opined that the CEC would need all their scheduled meetings to accomplish the work before them.

For the record, Mayor Roe asked if the CEC had any recommendations to change their scope of duties or ordinance language; with Chair Becker confirming that they had no recommendations to that effect.

Ethics Commission

City Manager Trudgeon addressed the role of the Ethics Commission (EC), noting two members were present in tonight's audience. Mr. Trudgeon reviewed the original intent of the EC when set up and their current quarterly meeting schedule given the limited number of issues coming before the EC of late. Mr. Trudgeon suggested another approach may be prudent comprising the EC with other commission members to meet annually for training. As expressed by the City Council, the EC meets infrequently and there appears to be a lack of meeting substance, creating hesitancy on the part of the City Council to appoint someone to serve. Therefore, Mr. Trudgeon suggested that consideration be discussed to have commission chairs serve on the EC on an as-needed basis, since the Ethics Code and

annual training are in place. Mr. Trudgeon advised that he had prepared a quick draft of such a potential ordinance with tonight's meeting materials as a starting point off point for feedback.

Councilmember Laliberte asked for input from the EC commissioners tonight and whether or not they found their work fulfilling.

Norine Quick-Lindberg, Heinel Drive, Representative of the EC

Ms. Lindberg offered a prepared statement providing her personal opinion, suggesting that the City Council revisit the Ethics Code and revise it. Ms. Lindberg opined that Roseville was unique, but without formal complaints that didn't necessarily equate to a sound system, and suggested refinement of the code prior to eliminating scheduled meetings of the EC, which may then prompt less frequent meetings than even quarterly.

Ms. Lindberg shared inconsistencies she found (e.g. definition clarifications between employee and non-employee public officials being unclear – Section 5.d criminal); the lack of denied sanctions and advisory positions (e.g. Section 2.4); and whether the City Attorney or EC are given more weight in issuing advisory opinions. If the EC doesn't have that authority, Ms. Lindberg questioned their purpose.

Ms. Lindberg further noted that the City Council determined its own sanctions if found in violation, and as discussed before and with minor revision, thought more discussion was needed for all Councilmembers if an ethics complaint was filed. Ms. Lindberg advised that she had compared the Roseville Ethics Code with those of other metropolitan communities, and based on complaints heard earlier tonight and those attendees at the Roseville EC, opined that the City of Minneapolis had a general Code of Ethics to guide behavior and Human Rights Act definitions. With the addition of a general discrimination statement and federal and state law references and inclusion, Ms. Lindberg offered to submit those ethics findings annually to the City Council.

Mayor Roe noted a number of reasons the code language was as currently written, and sought to make sure this City Council and Ethics Commission understood that initial rationale and why it was established as written. Mayor Roe referenced discussion held at the time the original code was in place, and not to imply these are not valid questions, expressed the need that those past discussions inform this process. Mayor Roe noted that the City Attorney had worked with the Code and could advise the City Council if they decided to move in this direction.

Councilmember McGehee noted that she was also here when working through the Ethics Code subsequently reconstituted in a different tone; and suggested it may be worthwhile to review that previous process, since she was also not sure everyone was privy to how and why those revisions were applied. Specific to com-

plaints brought to the EC without formal filings, Councilmember McGehee asked if that wasn't due to no process being in place. Councilmember McGehee opined that a process was needed, and whether or not it belonged in the Ethics Code, there needed to be a process for handling violations.

Mayor Roe clarified that he didn't think it had been established that the complaints brought forward were ethics violations.

Councilmember McGehee stated that she understood that, but still thought a Code of Conduct was needed.

Mayor Roe suggested that this discussion not get into that level of detail tonight; and thanked commissioners for their work.

Councilmember Willmus stated that he hated to set the clock back and revisit mistakes under the previous code, opining that often that commission had been used as a political tool for disagreements, which was why the EC had been dissolved in the first place. Councilmember Willmus opined that he found the focus of the current Code of Ethics aligned where it needed to be, and as far as the complaint process itself, expressed his disinterest in seeing anyone labeled as an ethics violator if there was any disagreement in how to best proceed at the commission level. Councilmember Willmus opined that he thought the function of how the EC should work or how to assemble it was needed, and he expressed his appreciation for the model provided in the packet in draft form, allowing a complaint to be dealt with as it comes forward. Councilmember Willmus also spoke in support of further discussion on the continuation of the three commissions and their scopes and duties for further discussion and attempting to free up administrative personnel as liaisons.

Councilmember Etten expressed his support of the EC format and representation on it by representatives of standing commissions. However, Councilmember Etten questioned if that role should be held by chairpersons, since they already had a bigger work load, and suggested that each commission could annually elect or appoint one member, not necessarily the chairperson, to serve on the EC. Councilmember Etten suggested that, after hearing from commission chairpersons beforehand and tonight commissions that perhaps the EC could hold their annual meeting shortly after those elections, with the focus of the EC to prepare the annual ethics training and up-to-date ethics issues if they are the body to do so. Councilmember Etten suggested inserting language in to the draft EC ordinance to "hold an annual meeting and meet otherwise on an as-needed basis."

Mayor Roe concurred with Councilmember Etten's suggested language.

Councilmember Laliberte concurred, noting that she was going to ask for an annual meeting for those EC members to guide the ethics training versus putting that

decision on city staff. Councilmember Laliberte further suggested inserting a sentence to the Uniform Commission Code in the "officer" section providing for that expectation that a member would serve on the EC.

Discussion ensued on the need to review specific language of the Uniform Commission Code to determine if the officers' section applied to the commissions themselves.

Councilmember Laliberte suggested a meeting of the existing EC and City Attorney to walk through rationale for the current code and take input of any suggested recommendations for revision to it.

Mayor Roe agreed and suggested that could be their parting recommendations; with Councilmember Laliberte agreeing with the value of that input from existing EC members before moving on.

Councilmember McGehee agreed with those suggestions going forward, especially those of Councilmember Laliberte, given the EC commissioner's service and specific recommendations. Councilmember McGehee opined that it would be rude to not allow them to meet with the City Attorney to offer their recommended changes and address any inconsistencies.

City Manager Trudgeon noted that the EC would be meeting in two days, and to the extent it could be accomplished advised that he would begin that conversation, and suggested scheduling meetings more frequently than the current quarterly meeting, depending on future direction of the City Council.

Mayor Roe spoke in support of looking to members of commissions versus only the chairpersons; and agreed with a minimum annual meeting and definition of their purpose, but involving commission chairs at a minimum. Mayor Roe also supported the current EC reviewing the current Code of Ethics and providing their parting recommendations to the City Attorney for the record.

Councilmember Laliberte reiterated the importance in holding themselves and those representing the city to high standards, and the importance of getting this work done. Councilmember Laliberte, with agreement by her colleagues, thanked the work of the EC to-date, stating that their work and service did matter.

Meeting Frequency Discussion

City Manager Trudgeon noted comments in the RCA (lines 23 – 46) related to frequency of HRC and CEC meetings, but noted the number of and importance of tasks covered by the city's Administration Department. Mr. Trudgeon expressed his concerns with the long-term expectations of administrative staff from the public and commissions, which represented a large task, and the desire of city staff to provide dedicated service to all parties. Therefore, Mr. Trudgeon noted his sug-

gested change in frequency of meetings to facilitate quality versus quantity of meetings and allow staff to be or remain effective in their interaction with commissioners by providing guidance and context. However, Mr. Trudgeon expressed his concern as City Manager, with the long-term impact to city staff in sustaining that coverage, given the multitude of many objections placed upon them, and possibly taking away from other important issues. Mr. Trudgeon recognized the desire of commissions to meet monthly, but opined that it was unsustainable and eventually something would break down and issues would not be addressed in a timely manner or issues not reviewed sufficiently. Based on past and current discussions, Mr. Trudgeon restated his recommendation for less frequent meeting schedules for commissions served by administrative staff.

Councilmember McGehee noted that one long-term commission had been reduced, and the CEC intended as a policy group, with the HRC more active in doing things. Councilmember McGehee asked if City Manager Trudgeon saw a reduction in meetings of the CEC to every other month and keeping the HRC meeting monthly, both meeting monthly, or each meeting once/month opposite the other.

City Manager Trudgeon noted that was the suggestion proposed.

From a trial period, Councilmember McGehee opined that she could see the policy group getting direction and discussing that, but opined it would be harder for a more active group offering educational programs such as the HRC.

City Manager Trudgeon advised that it seemed to him based on the approach he was suggesting and based on his outside observation, that having the HRC and CEC both alternate meetings, their planning activities and policy issues overall could be addressed sufficiently. Mr. Trudgeon questioned the need for the HRC to meet regularly or monthly other than to update status versus the CEC actively working on issues and policies needing more touches along the way. Mr. Trudgeon opined, that if having to choose, the HRC could meet less frequently, recognizing the HRC may have a different opinion.

Councilmember McGehee stated she would be happy to support City Manager Trudgeon's proposal understanding that it needed to remain as a pilot program, allowing City Manager Trudgeon the discretion for that flexibility.

Councilmember Laliberte noted she had been anxious to hear the HRC's 2016 plans; and noted that moving forward in filling vacancies related to those items listed in their work plan, and noted that they listed only one new item beyond their current work plan. Councilmember Laliberte admitted she didn't have a good feel for the work of the HRC and staff need, since there didn't appear to be much new ground to cover other than plugging into the SE Roseville efforts. Therefore, Councilmember Laliberte suggested seeing if the HRC meeting 4-6

times per year was viable unless needed more often, while continuing to have the CEC meet 12 times per year.

Mayor Roe noted that a commission could also cancel meetings if and when they were found unnecessary.

After hearing from the chairs of both commissions, Councilmember Etten opined that it was important for them to retain a full slate of meetings to continue their work. Therefore, Councilmember Etten admitted he was struggling with the recommendation of City Manager Trudgeon and was reluctant to cut back on meeting frequency when commissioners were saying they still needed monthly meetings to accomplish their tasks. Councilmember Etten opined that he found it hard to consider cutting their meeting frequency without cutting reducing their tasks accordingly, especially if that meant the work would be accomplished offline versus in the public arena.

Councilmember McGehee noted that commission meeting minutes were not previously formalized as they are now; and questioned how essential that is especially if it took staff time.

Mayor Roe clarified that the staff time being discussed was that in preparing for the meetings; with City Manager Trudgeon concurring, noting that frequently it required 2-3 hours for each meeting.

In response to Councilmember McGehee referencing past meeting agendas, and not full meeting packets, City Manager Trudgeon clarified that as with any commission, a lot of input was needed, including background materials. Depending on the commission, Mr. Trudgeon noted that some did their own work in preparation for their meeting (e.g. CEC) with staff only gathering and copying those materials.

Councilmember McGehee suggested that work would be slower if only meeting every other month.

City Manager Trudgeon admitted that would be a question to consider, and asked what the City Council was interested in commissions pursuing. Specific to the CEC, Mr. Trudgeon opined that it would be challenging for them to move to an every other month meeting given their current work load. If in the future that work load changed or as things were removed from that docket, Mr. Trudgeon noted it may be possible then to reduce meeting frequency of the CEC.

City Manager Trudgeon reiterated that his broader area of concern was the mismatch of staff resources and number of advisory commissions in an effort to be fair to those volunteer commissioners and their tasks; and his interest in making the overall process work to some extent.

Councilmember McGehee opined that a lot of the work indicated didn't need to be assigned to the CEC, but could come through staff suggestions or by hiring a consultant.

Mayor Roe clarified that tonight's goal was not to get into a discussion of the specific work of commissions. Mayor Roe reviewed the comments of council members tonight that there was some support for fewer meetings of the HRC at a minimum, but not so much with the CEC at this time.

Mayor Roe suggested continuing with the current meeting schedule and revisiting it after six months or at the end of 2016 unless a better proposal was brought forward, anticipating each commission would continue to meet 12 times per year.

Councilmember Laliberte reiterated her recommendation, opining that 20-24 meetings for staff just with the HRC and CEC may prove challenging; and therefore she had recommended that schedule be reduced to sixteen meetings to be more manageable. Councilmember Laliberte questioned if some of the work of staff could be accomplished by the advisory commissions themselves if meetings were reduced from twelve to six meetings annually.

City Manager Trudgeon noted that both commissions had discussed that option, and felt it should be left as is.

Mayor Roe advised that he was not hearing a majority offer support for any other option other than keeping it as is; with City Manager Trudgeon advising that he would continue to monitor the situation.

12. Public Hearings and Action Consideration

a. Approve Request for a Noise Variance for the 2016 CIPP Project

Assistant Public Works Director Jesse Freihammer summarized this request of the Engineering Department for a variance from the City's noise ordinance for the 2016 Cast-in-Place Piping Project (CIPP). As detailed in the RCA dated February 8, 2016, Mr. Freihammer noted that the variance was based on an operational and curing standpoint for the material, and as designated on the map would involve the main impact of generator noise and boilers used to cure the pipe. Mr. Freihammer noted that this would involve a constant hum, and effort would be made to try to limit major vehicle or construction traffic noise over night.

Mr. Freihammer reviewed alternatives if the variance was not granted, including not lining the pipes that would not solve the city's aging infrastructure issues, or digging up the pipes that would prove much more impactful to residents based on the depth and large diameter of the pipes.

**City of Roseville
ORDINANCE NO.**

**AN ORDINANCE AMENDING SELECTED TEXT OF THE ROSEVILLE CITY CODE,
CHAPTER 201, ADVISORY COMMISSIONS; CHAPTER 205, HUMAN RIGHTS
COMMISSION, AND CHAPTER 207, ETHICS COMMISSION.**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 2, Chapter 201.06 of the Roseville City Code is amended as follows:

201.06: ORGANIZATION:

A. Election of Officers: At the first meeting following the start of new regular terms of appointment, or at such other time as required by State Statutes, each advisory commission shall elect a chair and vice-chair from among its appointed members for a term of one-year and appoint a member to serve on the Ethics Commission as described in Chapter 207 of this code.

B. Governing Documents: City Code and State Statutes will govern commission activities. A commission shall not adopt separate by-laws or rules to govern commission duties or activities.

C. Committees, Subcommittees and Task Forces: Commissions may by majority vote appoint committees or subcommittees of their own members from time to time as required for the conduct of their business. The formation of any other committees, task forces and/or alternate workgroups would be subject to the provisions of this Chapter and shall be created only after approval of the City Council. Subcommittees shall report on work underway and completed on a regular basis to the full commission.

D. Logo and Materials: To reflect the official nature of the commission and to preserve consistency of the City's brand, only the official city logo or a Council-approved derivative of the logo, that contains the words "City of Roseville," shall be used on commission materials.

E. Accessibility: Commission members will be available to residents of the city by providing a preferred phone number or email address that can be used on the city website and/or on print materials.

F. Staff Liaison: Each commission will be served by a staff liaison to assist in meeting planning and commission processes and serve as a conduit to city staff and the City Council.

G. New Commissioner Training: New commission members will receive both general and commission-specific training from the staff liaison and commission chair before beginning their term.

~~H. Ethics Commission Appointment. Each commission shall annually appoint a member to serve on the Ethics Commission as described in Chapter 207 of this code.~~

SECTION 2: Title 2, Chapter 201.07 (A) of the Roseville City Code is amended as follows:

201.07: MEETINGS AND REPORTS:

A. Meeting Schedule: Prior to the start of each calendar year, each commission shall adopt a regular meeting schedule for the coming year. Commissions may amend their regular meeting schedule, cancel meetings, or call special meetings as needed by majority vote at a regular commission meeting. A special meeting of a commission may be called by the commission chair and/or the City Manager between regular meetings after consultation and approval of both parties.

Commissions shall meet at least quarterly, except as otherwise required by this Code or State Statutes.

SECTION 3 : Title 2 , Chapter 205 of the Roseville City Code is amended as follows:

205.01: ESTABLISHMENT AND MEMBERSHIP:

There is established a human rights commission of the city, which shall consist of seven members appointed by the City Council and which shall be subject to Chapter 201 of the City Code. (Ord. 566, 2-19-1968)

205.02: SCOPE, DUTIES AND FUNCTION:

The purpose of the commission is to ~~encourage secure for all citizens equal opportunity in employment, housing, public accommodations, public services and education and~~ full participation in ~~the affairs of this community by assisting the state department of human rights in implementing and uphold~~ the Minnesota Human Rights Act and by advising the City Council on long range programs to improve community relations in the city. Additionally the commission will work to increase ~~the sense of community inclusion~~ by ~~providing educational and social opportunities that support topics and issues of human rights. reaching out to all members of the community and ensuring that our city government and its activities, programs and services are accessible understandable and responsive to all.~~ (Ord. 566, 2-19-1968; amd. 1995 Code, Ord. 1324, 08-08-2005) (Ord. 1381,04-27-2009)

In fulfillment of its purpose, the commission's duties and responsibilities shall be to:

A. Enlist the cooperation of agencies, organizations and individuals in the community in an active program directed to create equal opportunity and eliminate discrimination and inequalities.

~~B. Formulate a human relations program for the city to give increased effectiveness and direction to the work of all individuals and agencies addressing themselves to planning, policy making and educational programming in the area of civil and human rights.~~

BC. Advise the mayor, the City Council and other agencies of the government of human relations and civil rights problems. Act in an advisory capacity with respect to planning or operation of any city department on issues of civil and human rights and recommend the adoption of such specific policies or actions as are needed to provide for full equal opportunity in the community.

CD. Develop such programs of formal and informal education as will assist in the implementation of the Minnesota state act against discrimination, and provide for the commission's assumption of leadership in recognizing and resolving potential problem areas in the community. (Ord. 566, 2-19-1968; amd. 1995 Code)

DE. Monitor statistical and other data trends in our city and identify and recommend to the city council ways to encourage mutual understanding among our citizens about the community's diversity through, but not limited to:

1. connecting and partnering with neighborhood, community, educational, business and social services groups and organizations;
2. co-sponsoring citywide neighborhood or facilitating community events which would include opportunities for heritage and cultural events; and
3. programs for engaging citizens and community leaders in a holistic approach including dialogues, education and training about diversity issues.

E. Partner with various commissions on new ways to bring the community together.

(Ord. 1381, 4-27-2009) (Ord. 1481, 07-20-2015)

SECTION 4 : Title 2 , Chapter 207.01 of the Roseville City Code is amended as follows:

207.01: ESTABLISHMENT AND MEMBERSHIP:

There is established an ethics commission of the City which shall consist of one member
~~from each all other City advisory commissions five members appointed by the City Council~~
and which shall be subject to Chapter 201 of the City Code.

The ethics commission shall hold an annual meeting and otherwise meet on an as-needed basis or when an ethics complaint is filed.

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

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109 (SEAL)

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CITY OF ROSEVILLE

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BY: _____

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Daniel J. Roe, Mayor

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119 ATTEST:

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122 _____
Patrick J. Trudgeon, City Manager

**City of Roseville
ORDINANCE NO.**

**AN ORDINANCE AMENDING SELECTED TEXT OF THE ROSEVILLE CITY CODE,
CHAPTER 201, ADVISORY COMMISSIONS; CHAPTER 205, HUMAN RIGHTS
COMMISSION, AND CHAPTER 207, ETHICS COMMISSION.**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 2, Chapter 201.06 of the Roseville City Code is amended as follows:

201.06: ORGANIZATION:

A. Election of Officers: At the first meeting following the start of new regular terms of appointment, or at such other time as required by State Statutes, each advisory commission shall elect a chair and vice-chair from among its appointed members for a term of one-year and appoint a member to serve on the Ethics Commission as described in Chapter 207 of this code.

B. Governing Documents: City Code and State Statutes will govern commission activities. A commission shall not adopt separate by-laws or rules to govern commission duties or activities.

C. Committees, Subcommittees and Task Forces: Commissions may by majority vote appoint committees or subcommittees of their own members from time to time as required for the conduct of their business. The formation of any other committees, task forces and/or alternate workgroups would be subject to the provisions of this Chapter and shall be created only after approval of the City Council. Subcommittees shall report on work underway and completed on a regular basis to the full commission.

D. Logo and Materials: To reflect the official nature of the commission and to preserve consistency of the City's brand, only the official city logo or a Council-approved derivative of the logo, that contains the words "City of Roseville," shall be used on commission materials.

E. Accessibility: Commission members will be available to residents of the city by providing a preferred phone number or email address that can be used on the city website and/or on print materials.

F. Staff Liaison: Each commission will be served by a staff liaison to assist in meeting planning and commission processes and serve as a conduit to city staff and the City Council.

G. New Commissioner Training: New commission members will receive both general and commission-specific training from the staff liaison and commission chair before beginning their term.

SECTION 2: Title 2, Chapter 201.07 (A) of the Roseville City Code is amended as follows:

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205.02: SCOPE, DUTIES AND FUNCTION:

The purpose of the commission is to encourage full participation in the affairs of this community-and uphold the Minnesota Human Rights Act by advising the City Council on long range programs to improve community relations in the city. Additionally the commission will work to increase inclusion by providing educational and social opportunities that support topics and issues of human rights. (Ord. 566, 2-19-1968; amd. 1995 Code, Ord. 1324, 08-08-2005) (Ord. 1381,04-27-2009)

In fulfillment of its purpose, the commission's duties and responsibilities shall be to:

- A. Enlist the cooperation of agencies, organizations and individuals in the community in an active program directed to create equal opportunity and eliminate discrimination and inequalities.
- B Advise the mayor, the City Council and other agencies of the government of human relations and civil rights problems. Act in an advisory capacity with respect to planning or operation of any city department on issues of civil and human rights and recommend the adoption of such specific policies or actions as are needed to provide for full equal opportunity in the community.
- C. Develop such programs of formal and informal education as will assist in the implementation of the Minnesota state act against discrimination, and provide for the commission's assumption of leadership in recognizing and resolving potential problem areas in the community. (Ord. 566, 2-19-1968; amd. 1995 Code)
- D. Monitor statistical and other data trends in our city and identify and recommend to the city council ways to encourage mutual understanding among our citizens about the community's diversity through, but not limited to:
 - 1. connecting and partnering with neighborhood, community, educational, business and social services groups and organizations;
 - 2. co-sponsoring citywide neighborhood or facilitating community events which would include opportunities for heritage and cultural events; and
 - 3. programs for engaging citizens and community leaders in a holistic approach including dialogues, education and training about diversity issues.
- E. Partner with various commissions on new ways to bring the community together.

(Ord. 1381, 4-27-2009) (Ord. 1481, 07-20-2015)

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90 from each City advisory commission and which shall be subject to Chapter 201 of the City
91 Code.

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94 basis or when an ethics complaint is filed.

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96 SECTION 4 : Effective date. This ordinance shall take effect upon its passage and
97 publication.
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(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick J. Trudgeon, City Manager

**CITY OF ROSEVILLE
OFFICIAL SUMMARY OF ORDINANCE NO.**

AN ORDINANCE RELATING TO CITY OF ROSEVILLE ADVISORY COMMISSIONS

The City Council of the City of Roseville adopted Ordinance No. _____ on April 11, 2016 which is summarized as follows:

The Roseville City Code, Title 2, Commissions has been amended to allow for special meetings of commissions to be called, to modify the scope, duties, and functions of the Human Rights Commission, and to change the membership of the Ethics Commission to one member of each advisory commission and require and annual meeting of the Ethics Commission..

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary is also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2160 Hamline Avenue, Roseville, MN. 55113, and on the internet website of the City of Roseville (www.cityofroseville.com).

Ord – Chapters 201, 205, and 207

BY:

Daniel J. Roe, Mayor

ATTEST:

Patrick J. Trudgeon, City Manager

REQUEST FOR COUNCIL ACTION

Agenda Date: 4/11/2016

Agenda Item: 15.a

Department Approval



City Manager Approval



Item Description: Request by Vogel Mechanical for a **Conditional Use** approval to allow limited production and processing within its headquarters at 2830 Fairview Avenue (PF16-007)

APPLICATION INFORMATION

Applicant: Vogel Mechanical

Location: 2830 Fairview Avenue

Property Owner: Vogel Mechanical

Open House Meeting: none required

Application Submission: considered complete on February 3, 2016

City Action Deadline: June 2, 2016, per City of Roseville extension of the timeline established in Minn. Stat. §15.99

GENERAL SITE INFORMATION

Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Occupied with Vogel Mechanical offices	CMU	CMU-1
North	Single and two family residences	LR	LDR-1 LDR-2
West	Multi-tenant facilities	CMU	CMU-1
East	Multi-tenant facility	CMU	CMU-1
South	Multi-tenant facilities	CMU	CMU-2

Natural Characteristics: The site has a slight elevation drop from north to south.

Planning File History: PF14-012; Interim Use approved for allowance of Vogel Mechanical to occupy the premises, including offices and limited production and processing – Resolution 11160.

Planning Commission Action

On March 2, 2016, the Planning Commission held a public hearing for the proposed conditional use before the item was tabled in order to seek additional information regarding whether a fence could be constructed within the easement located along the north side of the property

On April 6, 2016, the Planning Commission received the additional information, resumed its consideration of the application, and voted 4-3 to recommend Limited Production and Processing as an accessory use, subject to certain conditions.

PROPOSAL OVERVIEW

The applicant seeks approval of “limited production and processing” activity in support of its corporate business office at the property. Clarity should be given as to the degree of limited production and processing that is being applied for at this site in light of how it has been discussed to-date. Some zoning districts regulate limited production and processing activity differently depending on whether it would be the main (or principal) use in a location, or whether it would be ancillary (or accessory) to the principal activity. Correspondingly, definitions are provided in the zoning code for limited production and processing as a principal use and for limited production and processing as an accessory use. In the CMU districts, limited production and processing activity is regulated as a principal use regardless of whether it is central to the business or more ancillary in nature. The CMU-1 district in particular allows for limited production and processing activity as a conditionally-approved principal use, and that is the approval requested by the applicant.

Based on Vogel Mechanical’s application materials, the limited production and processing activity is clearly ancillary to their principal office use; staff drew the connection between the applicant’s proposal and the definition of limited production and processing as an accessory use. Previous staff reports to the Planning Commission inadvertently suggested that Limited Production and Processing were being applied for as an *accessory* use, but this isn’t strictly the case. It should be clarified that the conditional use that is being considered is for a principal use. In the absence of a land use on a land use table, you select the more restrictive comparable land use when making a designation. Limited production and processing is defined under principal uses in the table, and that is how this application should be reviewed.

A Limited Production and Processing facility (regardless of accessory/principal status) requires a Conditional Use in a CMU-1 district. The standards that apply to conditional uses remain the same for a principal use, and the Planning Commission made a recommendation with the following standards before them:

- 1) The proposed use is not in conflict with the Comprehensive Plan.*
- 2) The proposed use is not in conflict with a Regulating Map or other adopted plan.*
- 3) The proposed use is not in conflict with any City Code requirements.*
- 4) The proposed use will not create an excessive burden on parks, streets, and other public facilities.*
- 5) The proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and general welfare.*

Regardless of the principal/accessory status or nature of the use, staff still recommends approval of the Conditional Use based on the information received and the standards identified for Conditional Use approval.

PUBLIC COMMENT

The public hearing for the conditional use application was held by the Planning Commission on March 2, 2016; minutes of the public hearing are included with this RCA as part of Attachment B. A motion was subsequently tabled due to a majority of Planning Commissioners not comfortable recommending a condition of approval specifying the location of a fence without more information about the easement surrounding that location. After discussing the application and the public comment received both during the public hearing and on April 6, the Planning Commission voted 4-2 to recommend approval of the proposed conditional use. Draft minutes of the April 6, 2016, Planning Commission meeting will be available as soon as Staff receives them.

ADDITIONAL INFORMATION

Additional information is included in the materials to help provide clarity.

- For reference, site photos were taken, dated April 7, 2016, to help show what existing fences and landscaping currently exist (see Attachment C). An aerial photo of previous fencing close to, or on the northern lot line is also included as Attachment D. An aerial photo showing fence placement options can be found as Attachment D.1
- Staff has exhausted efforts in locating an easement agreement. Staff met with a County Recorder at the Ramsey County Property Records Division to locate an easement agreement. The only mention of an easement agreement running along the north side of the property was in an Indenture dated June 26, 1968 (Attachment E). The first line of the second description states, "Subject to Fairview Avenue on the west and subject to Terrace Drive on the south; also subject to an easement for utilities over the north 10.0 feet thereof and subject to any other easements of record;..." According to our Attorney Erich Hartmann, the description is "inconclusive" as to where the 'north 10.0 feet' section should be applied (Attachment F).
- Staff contacted Bonnie Vogel of Vogel Mechanical for title information. Staff is currently waiting on a title report. A survey was previously submitted and does not show easement location.

At the March 2 Planning Commission meeting, the Commission received several options to consider:

1A. Applicant's Proposal:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed north fence between the northern side of the building and the northern property line.

1B. IU Condition:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed on the northern edge of the property and as clarified by the Board of Adjustments and Appeal on January 25, 2016.

1C. Standard Buffer Screening:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed north of the existing eastern parking lot to screen lot, including delivery, dock, and refuse/recycling areas.
 - b. Additional landscaping shall be installed in and around the berm adjacent to the front employee and customer parking lot to more fully screen headlights from view of the adjacent residentially zone properties.
- 2. All required screening shall be installed no later than June 30, 2016.
 - 3. If the City receives complaints and can verify excessive noise beyond the property boundary from open doors, the Community Development Department is authorized to require doors remain shut during limited production and processing operations/activities that are generating sound.

On April 6, 2016, staff recommended approval of a Conditional Use to allow Limited Production and Processing with the following conditions:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed north of the existing eastern parking lot's chain link fence to screen the lot, as well as the delivery, dock, and refuse/recycling areas.
- b. Additional landscaping shall be installed in and around the berm adjacent to the front employee and customer parking lot to more fully screen headlights from view of the adjacent residentially zone properties.

At that same meeting the Planning Commission recommended approval of a Conditional Use to allow Limited Production and Processing as an accessory use with the following conditions:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed on the northern edge of the property and as clarified by the Board of Adjustments and Appeal on January 25, 2016.
- b. All required screening shall be installed no later than July 29, 2016.
- c. Production area doors shall be closed during limited production and processing operations.

Due to the clarity provided between principal and accessory use, staff suggests an additional condition be considered, if approved, that minimizes the principal nature of Limited Production and Processing.

Staff would recommend the following condition based on the Limited Production and Processing definitions in City Code:

- d. That all work associated with limited production and processing be contained indoors.

Based on the known information about the site, staff continues to recommend the recommendation provided at the April 6 meeting.

RECOMMENDED ACTIONS

Adopt a resolution approving Limited Production and Processing at 2830 Fairview Avenue, based on the findings and recommendation of the Planning Commission, the content of this RCA, public input, and City Council deliberation, and subject to the following conditions:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed on the northern edge of the property and as clarified by the Board of Adjustments and Appeal on January 25, 2016.
- b. All required screening shall be installed no later than July 29, 2016.
- c. Production area doors shall be closed during limited production and processing operations.
- d. *That all work associated with limited production and processing be contained indoors.*
(Italicized to reflect Staff suggestion).

-or-

Adopt a resolution approving Limited Production and Processing at 2830 Fairview Avenue, based on the findings and recommendation of the content of this RCA, public input, and City Council deliberation, and subject to the following conditions:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed north of the existing eastern parking lot's chain link fence to screen the lot, as well as the delivery, dock, and refuse/recycling areas.
- b. Additional landscaping shall be installed in and around the berm adjacent to the front employee and customer parking lot to more fully screen headlights from view of the adjacent residentially zone properties.
- c. *That all work associated with limited production and processing be contained indoors.*
(Italicized to reflect Staff suggestion.)

ALTERNATIVE ACTIONS

- A) Pass a motion to table the item for future action.** Tabling beyond June 2, 2016 will require the applicant's consent, per Minn. Stat. 15.99.
- B) By motion, deny the request.** Denial should be supported by specific findings of fact based on the City Council's review of the application, applicable City Code regulations, and the public record.

Prepared by: Kari Collins, Interim Community Development Director
651-792-7071, Kari.collins@cityofroseville.com

RCA Attachments:

- A: CMU Land Use Table
- B: April 6 Staff Report and Accompanying Materials
- C: Photos of Site as of April 7, 2016
- D: Aerial Photo of Previous Fence
- D.1: Area Map Showing Fencing Options
- E: Indenture dated June 26, 1968
- F: Correspondence from Att. Hartmann
- G: Draft Resolution

Table 1005-5	CMU-1	CMU-2	CMU-3	CMU-4	Standards
Learning studio (martial arts, visual or performing arts)	P	P	P	P	
Liquor store	C	P	P	P	
Lodging (hotel)	NP	NP	NP	P	
Mini-storage	NP	NP	NP	NP	
Mortuary, funeral home	C	P	P	P	
Motor fuel sales (gas station)	NP	C	C	C	Y
Motor vehicle rental/leasing	NP	C	C	C	Y
Motor vehicle repair, auto body shop	NP	NP	NP	NP	
Motor vehicle dealer (new vehicles)	NP	NP	NP	NP	
Movie theater	NP	P	P	P	
Outdoor display	P	P	P	P	Y
Outdoor storage, equipment and goods	NP	NP	NP	NP	
Outdoor storage, fleet vehicles	NP	NP	NP	NP	
Outdoor storage, inoperable vehicles/equipment	NP	NP	NP	NP	
Outdoor storage, loose materials	NP	NP	NP	NP	
Parking	C	C	C	C	
Pawn shop	NP	NP	NP	NP	
Restaurants, Fast Food	C	C	P	P	
Restaurants, Fast Food w/drive-through	NP	NP	NP	NP	
Restaurants, Traditional	P	P	P	P	
Retail, general and personal service*	P	P	P	P	
Retail, large format	NP	NP	NP	C	
Vertical mixed use	NP	C	P	P	
Industrial Uses					
Laborator for research, development and/or testing	C	P	P	P	
Light industrial	NP	NP	NP	NP	
Limited production/processing	C	P	P	P	
Limited warehousing/distribution	C	C	C	c	Y
Manufacturing	NP	NP	NP	NP	
Warehouse	NP	NP	NP	NP	
Residential Family Living					
Accessory dwelling unit	P	P	NP	NP	Y
Live-work unit	P	P	P	P	Y
Manufactured home park	C	C	C	C	
Multi-family (≥ 3 units/building)	C	C	C	C	

*General retail, such as:

Antiques and collectibles store

Art gallery

Auto parts store

Bicycle sales and repair

Book store, music store

Clothing and accessories sales

Convenience store

Drugstore, pharmacy

Electronics sales and repair

Florist

Jewelry store

Hardware store

News stand, magazine sales

Office supplies

Pet store

Photographic equipment, studio, printing

Picture framing

Second-hand goods store

Tobacco store

Video store

Uses determined by the Community Development Department to be of a similar scale and character

Personal services, such as:

Barber and beauty shops

Dry-cleaning pick-up station

Interior decorating/upholstery

Locksmith

Mailing and packaging services

Photocopying, document reproduction services

Consumer electronics repair

Shoe repair

Tailor shop

Tutoring

Watch repair, other small goods repair

Uses determined by the Community Development Department to be of a similar scale and character

Table 1005-5	CMU-1	CMU-2	CMU-3	CMU-4	Standards
One-family attached (duplex or twinhome)	NP	NP	NP	NP	
One-family attached (townhome or row house)	P	P	P	P	
One-family detached	C	C	NP	NP	
Residential - Group Living					
Assisted living	C	C	C	C	
Nursing home	C	C	C	C	Y
State licensed facility for 1 - 6 persons	C	C	C	C	Y
State licensed facility for 7 - 16 persons	C	C	C	C	Y
Student housing	NP	NP	NP	NP	
Civic and Institutional Uses					
College, campus setting	NP	NP	NP	NP	
College, office setting	P	P	P	P	Y
Community center, library, municipal building	P	P	P	P	
Elementary/secondary school	NP	NP	NP	NP	
Hospital	NP	NP	NP	NP	
Place of assembly	C	P	P	P	Y
Theater, performing arts center	C	P	P	P	Y
Accessory Uses, Buildings, and Structures					
Accessibility ramp/other accommodations	P	P	P	P	
Bed & breakfast establishment	C	C	C	C	
Communications equipment (TV, shortwave radio)	P	P	P	P	Y
Day care family/group family	P	P	NP	NP	Y
Detached garage/off-street parking	P	P	P	P	Y
Drive-throughs	NP	NP	C	C	Y
Gazebo, arbor, patio, play equipment	P	P	P	P	Y
Home occupation	P	P	P	P	Y
Renewable energy system	P	P	P	P	Y
Roomer/boarder	P	P	P	P	Y
Storage building	P	P	NP	NP	Y
Swimming pool, hot tub, spa	P	P	P	P	Y
Telecommunications tower	C	C	C	C	Y
Tennis/other recreational court	P	P	P	P	Y
Temporary Uses					
Temporary building for construction purposes	P	P	P	P	Y



REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: **04/06/2016**Agenda Item: **6a**

Division Approval

Agenda Section

UNFINISHED BUSINESS

Item Description: Request by Vogel Mechanical for a **Conditional Use** approval to allow limited production and processing as an accessory use within its headquarters at 2830 Fairview Avenue (**PF16-007**).

The action deadline for this request extended to June 2, 2016.

BACKGROUND

On March 2, 2016, the Roseville Planning Commission tabled action on Vogel Mechanical's request for Conditional Use (CU) of a limited production and processing as an accessory use in order to seek additional information regarding whether a fence could be constructed within the easement located along the north side of the property.

Planning Division staff has looked into this request and concluded that there is conflicting information on whether one can or should construct a fence near the existing cable line or within the easement. Although representatives of CenturyLink have given permission to construct a fence within the easement and within 2 feet of the existing cable line, Planning Division staff believes such an endeavor may not be in the best interest of the property owner, as there are no guarantees the fence would not be damaged or portions removed at owner's expense should maintenance on the cable line be necessary.

Planning Division also has concluded that obtaining written permission and guarantees against damage and/or removal at owner's expense from senior representatives within CenturyLink would be difficult.

Regarding adequate separation between fences, Corey Yunke of the Roseville Police Department has indicated minimal to no public safety concern based upon placement of fences, should the Vogel fence be 5 to 10 feet south of the property line and neighbors install fences at their rear yards.

REVIEW OF REQUEST

The request by Vogel Mechanical is to permit the addition of a single employee who would complete specialty fabrication of sheet metal and other products related to the business.

Planning Division staff has determined this single employee and the subsequent minor fabrication they would complete would be an accessory use in the limited production/processing use category (see definition below)

Limited production/processing - accessory use: *Light manufacturing, fabrication, assembly, processing, packaging, research, development, or similar ancillary or accessory uses which are conducted indoors and which would not be disruptive of, or incompatible with, other office, retail, or service uses that may be in the same building or complex. Limited production/*

processing generally does not include industrial processing from raw materials. (Ordinance 1445, 7-8-2013)

Regarding the formal review of an application for CU, the Planning Division offers the following legal standards the staff, Commission and City Council must use to evaluate any CU request against:

The role of the City (Planning staff, Planning Commission, and City Council) is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. Given this specific statement, all information and facts surrounding the IU and its conditions of approval need to be placed aside so that the merits of this narrow use (production and processing as an accessory use engaged in by a single employee) can be properly considered against the established CU criteria in Section 1009 of the Zoning Ordinance.

In general, if the facts indicate the application meets the relevant legal standards and will not compromise the public health, safety and general welfare, then the applicant is likely entitled to the approval. The specific issue in this case is whether the proposed limited metal fabrication activity, engaged in by a single employee, will affect adjacent properties and whether conditions need to be required to mitigate any impacts. Other issues such as the potential impacts from recent land use and zoning changes or the possible redevelopment of properties adjacent to or in close proximity to residential areas, are not relevant.

The City is, however, able to add conditions to a CU approval to ensure that any significant negative impacts on and around the subject property are adequately addressed. This criteria is one that requires a review of the Code to determine whether potential impacts of a single employee fabricating sheet metal or other specialty items requires mitigations beyond those set forth in the Code. The Planning Division finds that the Code provides ample protections for the adjacent properties and that the buffering and screening requirements of Section 1011.03.B will sufficiently protect the adjacent residential properties from rear parking lot activities and vehicle headlights in the front parking lot. Therefore, our recommendation is that a screen fence be installed to screen the rear parking lot and additional landscaping be added in and around the front berm.

PLANNING DIVISION RECOMMENDATION

The request before the Planning Commission is complex and challenging given past and current unresolved easement issues. That said, this is not a Planning Case to be reviewed for anything other than the merits of production and processing as an accessory use. If it is determined by the Planning Commission that the addition of production and processing as an accessory use requires screen fencing placed between the building and the northern property line, doors shut during production and processing activities, and additional landscape of other improvement to address vehicle headlights in the front parking lot, than such conditions should be placed on the CU.

The Planning Division has reviewed this specific and minor limited production and processing as an accessory use against all of the pertinent standards found in the Zoning Code and concludes limited production and processing as an accessory use meets/achieves compliance with all CU

criteria of Section 1009.02.C, therefore we recommend approval subject to the following conditions:

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed north of the existing eastern parking lot's chain link fence to screen the lot, as well as the delivery, dock, and refuse/recycling areas.
- b. Additional landscaping shall be installed in and around the berm adjacent to the front employee and customer parking lot to more fully screen headlights from view of the adjacent residentially zone properties.

SUGGESTED PLANNING COMMISSION ACTION

Based on the Planning Divisions review and analysis of the proposed limited production/processing as an accessory use within the building at 2830 Fairview Avenue, we recommend that the Planning Commission recommend approval of the requested CU, subject to the two conditions stated above.

However, on March 2, 2016, the Planning Commission closed the public hearing and was in the process of crafting its recommendation of the requested CU. Based upon the record, the following amendment was approved by the Planning Commission:

First Amendment to the Motion Restated

Member Cunningham moved, seconded by Member Bull to recommend to the City Council an amendment as follows:

- ***Condition 3: Revise to read: ['Production area doors shall be closed during limited production and processing operations.']***

Ayes: 4 (Stellmach, Cunningham, Bull and Boguszewski)

Nays: 3 (Murphy, Daire and Gitzen)

Motion carried.

The Planning Commission must take action of the following motion, whether approve or have fail and then propose a new recommendation for approval.

ORIGINAL MOTION Restated as Amended

Member Daire moved, seconded by Member Murphy to recommend to the City Council approval of a CONDITIONAL USE allowing limited production and processing as an accessory use at 2830 Fairview Avenue, based on the comments and findings contained, and subject to stated conditions for approval as detailed in the staff report dated March 2, 2016; amended as follows:

- **Condition 1.B is the option recommended, in addition to Condition 2 as stated, and Condition 3 as amended:**

- a. A solid opaque cedar fence approximately 6-1/2 feet in height shall be installed on the northern edge of the property and as clarified by the Board of Adjustments and Appeal on January 25, 2016.
- b. All required screening shall be installed no later than June 30, 2016.

108 c. Production area doors shall be closed during limited production and processing
109 operations.

110 The Planning Division has included the March 2, 2016, packet as Attachment A for reference.

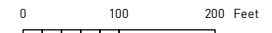
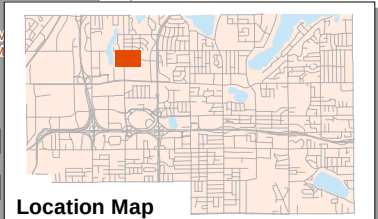
Prepared by: City Planner, Thomas Paschke
651-792-7074 or thomas.paschke@cityofroseville.com

Attachments: A. March 2, 2016 Planning Commission Packet

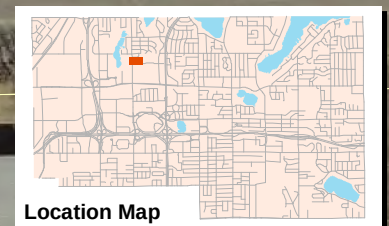
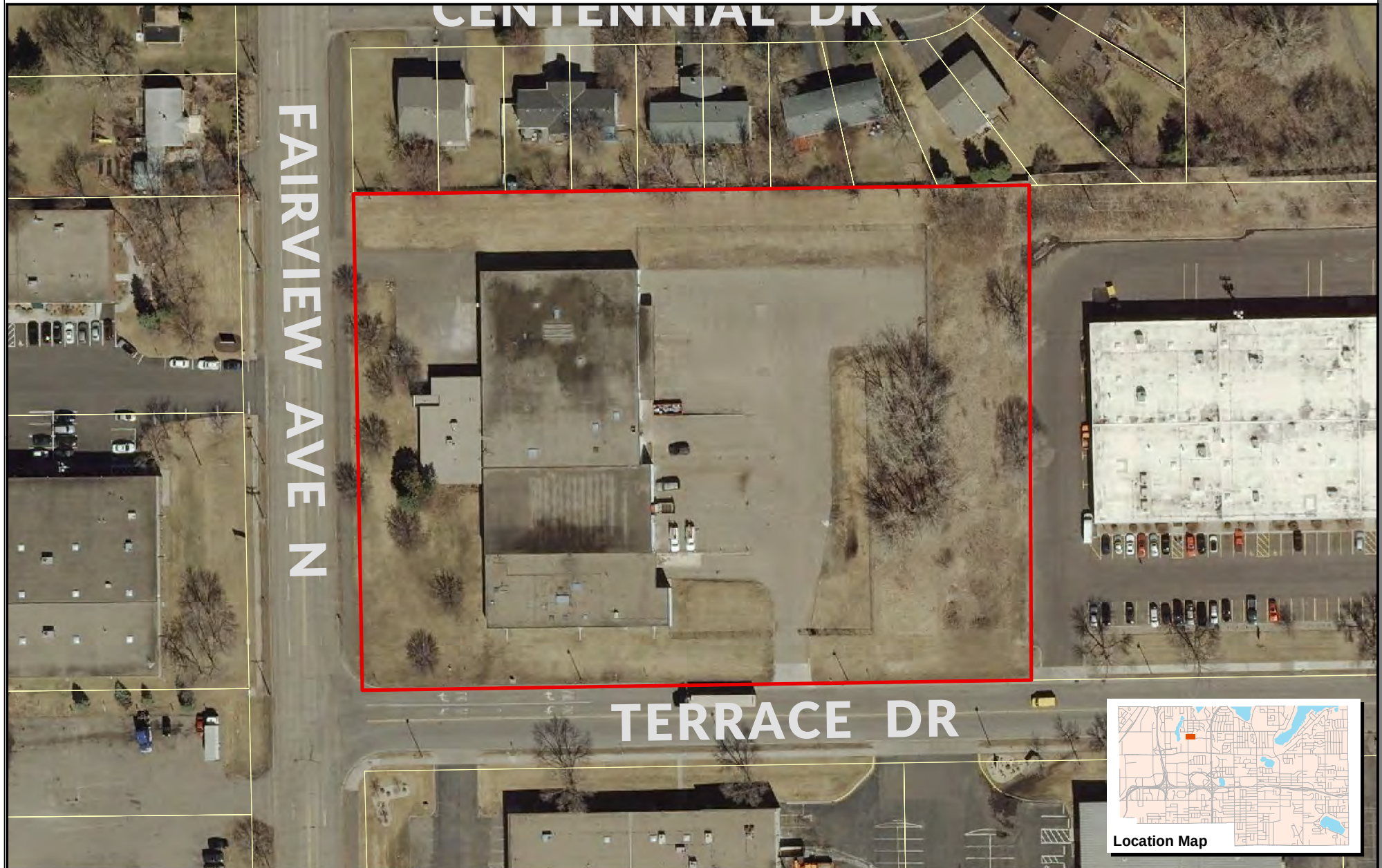


Site Location

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Attachment B for Planning File 16-007



Location Map



Prepared by:

Community Development Department

Printed: February 22, 2016



Site Location

Data Sources

* Ramsey County GIS Base Map (2/2/2016)

* Aerial Data: Surdex (4/2015)

For further information regarding the contents of this map contact:

City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN**Disclaimer**

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Conditional Use Application

February 5, 2016

Vogel Sheetmetal, Inc. dba Vogel Mechanical, Inc.

2830 Fairview Avenue, Roseville, MN

Revised

**Item 7. Additional Required information:**

a. Legal Description and PIN

See attachment

b. Proposed Plans:

Not required. Using existing site.

c. Written Narrative:

Vogel Mechanical, Inc. is a family owned Mechanical Contractor in business since 1995. They provide HVAC, plumbing and other mechanical construction services to commercial, industrial, and public/government markets. Permitted Uses at this Roseville location include Offices for estimating, accounting, operations, and business development departments and indoor storing/staging for off-site construction projects. Vogel Mechanical is seeking Conditional Use approval for limited production and processing for fabrication of sheet metal and accessories. The majority of equipment and material (including sheet metal ductwork) is purchased from outside vendors and shipped directly from the Manufacturer or Vendor to construction jobsites. Often fabrication involves one-of-a-kind or custom work which involves significant design and hand crafted work.

In regard to limited production and processing:

- 1.) The proposed use is not in conflict with the Comprehensive Plan:
 - a. Limited production and processing is a Conditional Use under the recently approved Comprehensive Plan for the CMU-1 district.
- 2.) The proposed use is not in conflict with any Regulating Maps of other adopted plans:
 - a. Re-using existing building and site.

- 3.) The proposed use is not in conflict with any City Code requirements:
- a. The fabrication falls within the definition for limited production and processing:
 - i. *Limited production/processing - accessory use: Light manufacturing, fabrication, assembly, processing, packaging, research, development, or similar ancillary or accessory uses which are conducted indoors and which would not be disruptive of, or incompatible with, other office, retail, or service uses that may be in the same building or complex. Limited production/ processing generally does not include industrial processing from raw materials. (Ordinance 1445, 7-8-2013)*
Limited production/processing - principal use: Light manufacturing, fabrication, assembly, processing, packaging, research, development, or similar principal or primary uses which are predominately conducted indoors and which would not be disruptive of or incompatible with other office, retail, or service uses that may be in the same building or complex. Limited production/processing as a principal/primary use generally does not include industrial processing from raw materials. (Ordinance 1445, 7-8-2013)
 - b. Comments on fabrication:
 - i. It's a supplement to construction services and accounts for less than 5% of total business.
 - ii. Currently there is one full time employee doing fabrication.
 - iii. In 20 years in business with fabrication have never received a complaint regarding noise, traffic, deliveries or any other type of disruption.
 - iv. For 20 years operated office operations successfully on other side of sheet rock wall from limited production and processing without interruption.
 - v. Includes cutting, bending, forming and **manual** assembly of sheet metal accessories, custom ductwork and a wide variety of custom specialty projects for functional and decorative purposes.
 - vi. It is NOT stamping and NOT repeated/constant metal manufacturing.
 - vii. All work is conducted inside.
 - viii. There is no processing of raw materials.
- 4.) The proposed use will not create an excessive burden on parks, streets and other public facilities:
- a. This facility serves as the corporate headquarters for Vogel Mechanical and the projects they perform are at off-site construction sites located throughout the Twin Cities area, Outstate Minnesota and sometimes out of state. Currently there is one full time employee doing limited production and processing work. A minimal number of employees working 7 a.m. – 4 p.m. Monday – Friday shift will not create an excessive burden to parks, streets and other public facilities.

- b. There are currently one to four deliveries per week for limited production and processing work. Delivery trucks include courier vans, UPS/Fed X trucks, box trucks and occasional semi trucks. The frequency and type of deliveries do not create an excessive burden on streets or traffic.
 - c. The limited production and processing will not generate use of parks. To date no employees (including office staff) have used a Roseville Park nor is there any activity related to limited production and processing that would seek the use of parks.
 - d. Because the limited production and processing work does not involve water or liquids there would be no excessive burden on water and sewer.
 - e. The intensity of use is significantly reduced in comparison to former occupant Aramark.
- 5.) The proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and general welfare.
- a. Standard operating hours are Monday – Friday 7 a.m. – 5 p.m.
Closed on weekends and all major Holidays.
 - b. Deliveries are scheduled during the above hours.
 - c. While not related to any conditions resulting from limited production and processing, Vogel Mechanical, Inc. has made significant improvements to property including addition of numerous conifer and canopy trees bordering residential neighborhood. Ongoing future improvements to the property will not negatively impact property value and stand to help increase property values.
 - d. Prior to occupancy property was quickly deteriorating and experiencing regular incidences of theft and vagrancy. Since Vogel Mechanical, Inc. improvements to the property and addition of security monitoring this activity has ceased, creating a positive impact on the surrounding area.
 - e. Vogel Mechanical can grow exponentially with minimum impact to this Roseville site because the business is based 95% on performing construction off-site. Limited production and processing is a supplementary service comprising approximately 5% of revenue, much of which is custom and one-of-a-kind specialty fabrication.

OTHER

- Interim use permit included condition: “Doors shall be closed during operation.”
 - Vogel Mechanical requests that for permanent conditional use this condition be removed for the following reasons:
 - Assumes limited production and processing creates disruption – this is unsubstantiated.
 - Assumes noise from limited production and processing would be perceptible beyond the premises.
 - “during operation” is open to multiple interpretations.

- Interim use permit included condition: “The applicant shall install opaque fencing of 6’ – 8’ in height and coniferous plantings or landscaping along the northern edge of the property”
 - Vogel Mechanical ascertains the following in regard to this condition:
 - “coniferous plantings or landscaping” is complete. Coniferous trees, landscaping and canopy trees have been planted and exceed requirements approved by the city.
 - Opaque fencing 6’ – 6.5’ in height will be installed between the northern side of the building and the northern property line in accordance with code standards, legal constraints, construction standards and reasonable construction conditions.



























Vogel Mechanical: 2830 Fairview Ave

Attachment D.1



Prepared by:

Community Development Department

Printed: April 6, 2016

Data Sources

* Ramsey County GIS Base Map (2/2/2016)

* Aerial Data: Surdex (4/2015)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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Attachment E

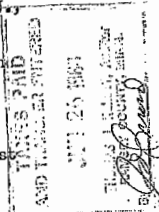
THIS INSTRUMENT, Made this 26th day of June, 1968, between EUGENE J. GLUEK, LOUIS A. GLUEK and FRANK L. McDONALD as Trustees of the Gluek Brewing Company Liquidation Trust under trust agreement dated November 5, 1965 filed in the office of the Register of Deeds of Ramsey County, Minnesota as document No. 1662274, of the County of Hennepin and State of Minnesota, parties of the first part, and ROBERTS CONSTRUCTION, INC., a corporation under the laws of the State of Minnesota, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Ramsey and State of Minnesota, described as follows, to-wit:

That part of the South 1046.0 feet of the North 1446.0 feet of the Southeast quarter (SE $\frac{1}{4}$) of Section 4, Township 29 N., Range 23 W. described as follows: Beginning at a point on the west line of said Southeast quarter distant 400.0 feet south of the northwest corner of said Southeast quarter; thence south along said west line of said Southeast quarter a distance of 400.0 feet; thence east along a line (being the center line of Terrace Drive) drawn at right angles with said west line of said Southeast quarter a distance of 1048.0 feet; thence north along a line drawn parallel with the west line of said Southeast quarter a distance of 393.29 feet, more or less, to an intersection with the north line of the South 1046.0 feet of the north 1446.0 feet of said Southeast quarter; thence west along said north line of the south 1046.0 feet of the north 1446.0 feet of said Southeast quarter a distance of 1048.02 feet, more or less, to the point of beginning.

Subject to Fairview Avenue on the west and subject to Terrace Drive on the south; also subject to an easement for utilities over the north 10.0 feet thereof and subject to any other easements of record; also subject to unpaid special assessments to the extent of the amounts or installments thereof not now delinquent that become due and payable subsequent to the year 1968; also subject to governmental regulation of the use and occupancy of said premises including such regulation of any structures placed thereon; also subject to any rights or encumbrances in or against said land, or any part thereof, not created or caused by the parties of the first part and not existing on March 25, 1968 but originating subsequent to that date.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said



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BOOK 2132 PAGE 178

Kari Collins

From: Erich Hartmann <ehartmann@ebbqlaw.com>
Sent: Thursday, April 07, 2016 12:35 PM
To: Kari Collins; Mark Gaughan
Subject: RE: Interpretation

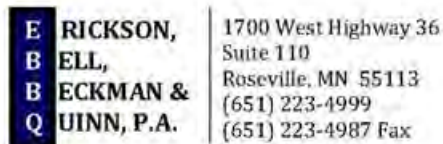
Kari,

To confirm what I said on the phone, the words, "subject to" an easement mean that there was a preexisting easement. A conveyance "subject to" an easement does not create a new easement in Minnesota. Such an easement must be "reserved" or specifically granted. The language in the deed you sent was inconclusive as to the location of any easement, but that does not matter since there should be a separate easement document. The owner needs to send a title report and survey to establish the existence and location of an easement.

Let me know if you obtain either of those and I will take a further look.

Good luck!

Erich J. S. Hartmann



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From: Kari Collins [<mailto:Kari.Collins@cityofroseville.com>]
Sent: Thursday, April 07, 2016 11:41 AM
To: Mark Gaughan; Erich Hartmann
Subject: RE: Interpretation

Yes, the first line of the second descriptions discusses easements. We want to know if the line '...also subject to an easement for utilities over the north 10.0 feet thereof and subject to any other easements of record...' is referring to an easement along the north lot line, over if the language suggests a continuation of an easement along Terrace.

Let me know, thanks!

From: Mark Gaughan [<mailto:mgaughan@ebbqlaw.com>]
Sent: Thursday, April 07, 2016 11:39 AM
To: Kari Collins; Erich Hartmann
Subject: RE: Interpretation

Erich,

Can you take a look at this and give Kari a call, I am in court this morning.

Kari, do you have a specific question on this easement provision?

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Kari Collins <Kari.Collins@cityofroseville.com>

Date: 4/7/2016 11:16 AM (GMT-06:00)

To: Mark Gaughan <mgaughan@ebbqlaw.com>

Subject: Interpretation

Mark, please take a look at this trustee's indenture for 2830 Fairview and let me know your interpretation of the second paragraph that discusses easement location.

Give a call when you can.

Thanks,

Kari Egerstrom Collins | Interim Community Development Director

O: 651.792-7071 | F: 651.792.7070



2660 Civic Center Drive | Roseville, MN 55113

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 11th day of April at 6:00 p.m.

The following Members were present;;
and____were absent.

Council Member introduced the following resolution and moved its adoption:

**RESOLUTION NO. ____
A RESOLUTION APPROVING LIMITED PRODUCTION AND PROCESSING AS A
CONDITIONAL USE AT 2830 FAIRVIEW AVE.**

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed CONDITIONAL USE on April, 6 2016, voting 4 – 2 to recommend approval of the use based on public testimony and the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the proposed CONDITIONAL USE will not result in adverse impacts to the surrounding properties based on the following findings:

- a. The proposed use is not in conflict with the Comprehensive Plan.*
- b. The proposed use is not in conflict with a Regulating Map or other adopted plan.*
- c. The proposed use is not in conflict with any City Code requirements.*
- d. The proposed use will not create an excessive burden on parks, streets, and other public facilities.*
- e. The proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and general welfare.*

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the proposed limited production and processing as a CONDITIONAL USE at 2830 Fairview Avenue in accordance with Roseville City Code, subject to the following conditions:

- a.
- b.
- c.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member_____and upon vote being taken thereon, the following voted in favor:_____; and_____voted against.

WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 11^h day of April 2016.

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 15.b

Department Approval



City Manager Approval



Item Description: Authorize Entering into a Professional Services Contract with
Economic Development Services, Inc. – Janna King, CEcD, EDFP

BACKGROUND

The Economic Development Authority (EDA) was established on January 4 after the dissolution of the Housing & Redevelopment Authority. On February 8 Community Development staff presented an overview of existing economic development programs and potential programs that the City could pursue. Currently, the City of Roseville plays a very reactive role in Economic Development (ED) recruitment, retention, and marketing. Current staffing levels within the Community Development Department cannot accommodate aggressive and robust economic development strategic thinking. City Staff determined a consultant could help staff and the new EDA determine the needs of the City and develop a strategy with attainable objectives.

City Manager Pat Trudgeon and I interviewed three Economic Development Consultants to discuss qualifications, and explore possibilities for more strategic Roseville ED. We interviewed Annie Deckert of Decklan Group Consultants, and Economic Development Consultant Kirstin Barsness. Janna King, of Economic Development Services, Inc. rose to the top as far as experience surrounding redevelopment challenges and opportunities. Ms. King is well balanced in business retention programs, developing subsidy policies, role/requirements of EDAs, and marketing strategies for attracting new business. A copy of Ms. King's bio and background can be found as 'Attachment A.' As a Roseville resident, Ms. King is excited to provide her expertise in the community she resides.

Ms. King will guide the EDA by developing an 'Economic Development Strategy' with the goal of directing how the City can lay the framework for more robust economic development efforts through 2016 and 2017. A copy of the Draft Professional Services Agreement with a Scope of Services is attached as 'Attachment B.'

Tentative/Suggested Timeline

April 11	Authorize Entering into a Professional Services Contract with Economic Development Services, Inc.
April 18	Introduction and Discussion (First-Touch) with Ms. Janna King
May 23	Receive Draft ED Strategy (Second-Touch)
June 13	Approve ED Strategy and Determine Resources/Funding/Staffing Needs to Achieve Objectives

29 **BUDGET IMPLICATIONS**

30 The Community Development Department budgets \$20,000 annually for economic development
31 professional services. Staff anticipates that the 'Phase 1' Economic Development Strategy, may range
32 from \$5,000 - \$10,000 based on the scope of services.

33 **STAFF RECOMMENDATION**

34 Staff recommends that the City Council authorize Entering into a Professional Services Contract with
35 Economic Development Services, Inc. – Janna King, CEcD, EDFP.

36
37 **REQUESTED COUNCIL ACTION**

38 Motion to Authorize Entering into a Professional Services Contract for Economic Development
39 services with Economic Development Services, Inc.

40
Prepared by: Kari Collins, Interim Community Development Director

Attachment A: Janna King Bio and Background of Experience

Attachment B: Draft Professional Services Agreement with Scope of Services



Economic Development Services, Inc.

Janna King, CEcD, EDFP **Economic Development Services, Inc.**

Janna King established Economic Development Services, Inc. in 1994. Her consulting practice is informed by fifteen years of front line leadership in county and regional economic development organizations. She started her career in economic development at Region 5 Regional Development Commission and Community Development of Morrison County. Janna served as the first president of the St. Cloud Area Economic Development Partnership and as the Executive Director of the St. Cloud Downtown Development Corporation during a period of significant transformation in the downtown area. Janna was recruited from St. Cloud to lead the Midland Texas Chamber of Commerce, a 1,600-member chamber, which was embarking on a major economic development initiative. Under her leadership the Chamber won numerous marketing awards for its convention and visitor's bureau and economic development activities, including the American Economic Development Council's *Best of Show* award. The community's success in recruiting firms from California was recognized in the Wall Street Journal.



Throughout her career she has emphasized the importance of creating communities and places that are attractive to businesses and a talented, productive workforce. She has worked to integrate economic development, community development and workforce development strategies to create economically vibrant communities.

Janna maintains the rigorous Certified Economic Developer designation through the International Economic Development Council (IEDC). She also received the Economic Development Financing Professional certification from the National Development Council. She regularly presents at statewide and national conferences, and is an instructor for IEDC's Upper Midwest basic economic development course and for IEDC's national courses on economic development planning, real estate redevelopment and reuse, and small business and entrepreneurial development. Janna served on the board of the Economic Development Association of Minnesota and as founding president of a statewide SBA 504 company in Texas. She received the 2013 President's Award from the Economic Development Association of Minnesota for "her visionary leadership and her tremendous accomplishments as an economic development professional." She currently serves on the GREATER MSP Partner Advisory Council and is the treasurer of the MN Economic Development Foundation.

Janna graduated magna cum laude with degrees in Geography and Environmental Studies from Gustavus Adolphus College and did advanced coursework at Mankato State in Urban Studies. She has served on the Gustavus Economics and Management Advisory Committee, as vice president of the Alumni Board, and a member of Commission 150, a strategic planning effort engaging friends of the college. She served as an executive mentor in a Robert Wood Johnson Foundation leadership development program and as the board chair for an innovative theater-dance company based in Minneapolis. Janna received her neighborhood's *Friends of Fulton* Award for an innovative storm water management initiative.



Economic Development Services, Inc.

Established in 1994, Economic Development Services, Inc. has addressed development and redevelopment issues and opportunities in over 100 communities in 10 US states and Mexico.

City of Minneapolis – Above the Falls Market Research and Development Feasibility Study

Primary responsibility included conducting developer roundtables, evaluating market preferences for alternative land use scenarios, assessing comparative market characteristics, and identifying the role of the Upper Riverfront in the regional economy. Also worked as part of a team with Bay Area Economics to analyze the financial viability of redevelopment, economic return to the city, and impacts on surrounding residents, businesses and other stakeholders.



City of Sartell, MN - 4,000 Acre Masterplan

Analyzed regional and sub- regional market conditions. Worked with community leaders and a land planning firm to shape the vision for a commercial development area and office campus with a substantial medical component. This was contrary to an early interest in developing a “typical” industrial park in the area, which couldn’t compete successfully in the regional market. The medical office development strategy enabled the city to maximize its tax base and create quality employment opportunities.



Tom Leader Studio/Kennedy Violich Architecture – RiverFirst Design for the Minneapolis Upper Riverfront

Participated actively on the team that won the Minneapolis Riverfront Design Competition in 2011. Provided market insights; assessed tax-generating capacity of various development scenarios; developed strategy for tax-generating catalyst projects; identified funding sources. Provided insights regarding the integration of parks and trails with employment uses.



City of Roseville – 275-acre Twin Lakes Redevelopment

Participated as a team member preparing the Alternative Urban Area Review (AUAR) of development alternatives. Facilitated dialogue with developers and was responsible for integrating workforce and workforce transportation considerations into the AUAR. Participated in preparation of a successful application for a US EPA Brownfield Revolving Loan Fund. Assisted with communications for key stakeholder groups: residents; business and property owners; funders and regulators; and developers in the 1999-2000 timeframe.





City of Green Bay Comprehensive Plan – Economic Development Analysis & Planning

Worked with a team of land use and transportation planners to develop the City’s comprehensive plan providing development-related insights. Key responsibilities and contributions included:

- Analyzing city and regional economy
- Interviewing major employers, brokers, developers, property owners and port authority
- Identifying key development areas, industries and opportunities
- Identifying key issues to be addressed to retain major paper mills – including port related issues, rail area redevelopment challenges and the need for excellent transportation access to sites capable of supporting 1.2 – 1.5 million square foot warehouses
- Identifying an opportunity to redevelop a blighted corridor for high tax base medical offices
- Developing policy recommendations to support downtown and commercial corridor revitalization
- Recommending establishment an enterprise fund to capture profits from greenfield industrial park to support redevelopment of extensive brownfields, which was adopted by the city
- Introducing the concept of “tax base density” to guide future development of the I-43 industrial park



New Brighton, MN - Old Highway 8 Corridor Planning

Worked with community leaders and a land use planning firm to shape the redevelopment vision and plan for the Old Highway 8 Corridor near the intersection of I-35 and I-694. Responsibilities and contributions included:

- Interviewing employers and property owners in the corridor; preparing the market analysis and coordinating a development roundtable
- Identifying opportunities to integrate parks and trails with employment locations
- Identifying an opportunity to redevelop an asphalt plant adjacent to a park into high amenity housing.



City of Minneapolis – Cedar Riverside Small Area Plan Market Analysis & Vision

Served as the project manager and lead consultant on the market analysis and vision for the Cedar Riverside Small Area Plan. The project included interviews with businesses and developers; engagement of the local business organizations and major institutions (U of MN, Fairview, Augsburg); market analysis; integration of light rail transit opportunities from two transit corridors; and a parking study. Janna helped shape a vision for the area that emphasizes reconnecting places and people, and identifies four sub-market nodes and their related market niches.





Xcel Energy St. Cloud - Business/Industrial Park Market Analysis, Community Participation & Strategy Development Support

Analyzed regional market absorption for business and industrial parks in the St. Cloud Area. Identified the highest potential sites based on physical characteristics, proximity to utilities and workforce, adjacent uses, transportation access, political considerations, sub-regional market characteristics, and other factors. Focusing on the highest potential site, successfully resolved a contentious situation by bringing township and city officials, farmers and property owners together for a tour of business and industrial parks. Following the tour, they developed a shared vision and goals for the area. Supported the city's consulting engineer in creating a masterplan for the site along the TH15 and a recent Mississippi River bridge crossing.



St. Cloud Downtown Development Corporation, Executive Director

Worked with property owners and business leaders in the community advocating for revitalization of downtown. Significant projects include:

- Differentiating market niches of various areas of downtown St. Cloud
- Negotiating skyway connections to the new Civic Center
- Coordinating fundraising and naming rights for the Civic Center
- Negotiating the location of a transit station and a fire station
- Development of the Radisson Hotel and related skyways
- Expansion of the Courthouse and related road relocation
- Management of a parking ramp for a limited partnership and transfer of ownership to the St. Cloud HRA
- Expansion of Centre Square (retail development adjacent to flagship department store)
- Construction of two major banks and related parking structures



St. Cloud Area Economic Development Partnership, Inc., President/CEO

Recruited to lead a new private/public partnership consisting of 14 member organizations including seven units of local government, two electric utilities, two educational institutions, and three key business organizations. Highlights include:

- A multi-faceted business retention program, including industry sector support (optical, metal fabrication); a consistent business visitation program ensuring that all major employers received a professional call at least every 18 months; and tours and presentations that built relationships in the manufacturing community. Strong relationships with existing industry resulted in numerous opportunities to support business expansions including through financing assistance, zoning, utility extensions, workforce training, highway access/safety, and identification of expansion sites.
- Sale of a long-vacant 262,000 sf facility with 50' sidewalls to a foundry operation. Key actions to successfully compete for the project included a workforce training program involving both the technical college and university and fast track siting of an industrial landfill. Reflecting the level of cooperation that developed in the community, the grand opening featured two mayors – one representing the community in which the plant expanded, the other representing the community that provided a former sewage lagoon as the site for the industrial landfill.



Standard Agreement for Professional Services

This Agreement ("Agreement") is **made** on the 11th day of April, 2016 between the City of Roseville, a municipal corporation (hereinafter "City"), and Economic Development Services, Inc., (hereinafter "Consultant").

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from April 11, 2016 through April 11, 2017, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant \$150 per hour subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

- 45 4. **City Assistance.** The City agrees to provide the Consultant with the following assistance
46 concerning the Work to be performed hereunder:
47
- 48 A. Depending on the nature of the Work, Consultant may from time to time require
49 access to public and private lands or property. To the extent the City is legally and
50 reasonably able, the City shall provide access to and make provisions to enable the
51 Consultant to enter upon public and private land and property as required for the
52 Consultant to perform and complete the Work.
53
- 54 B. The City shall furnish the Consultant with a copy of any special standards or criteria
55 promulgated by the City relating to the Work, including but not limited to design and
56 construction standards, that is needed by the Consultant in order to prepare for the
57 performance of the Work.
58
- 59 C. A person shall be appointed to act as the City's representative with respect to the
60 Work to be performed under this Agreement. Such representative shall have
61 authority to transmit instructions, receive information, interpret, and define the City's
62 policy and decisions with respect to the Work to be performed under this Agreement,
63 but shall not have the right to enter into contracts or make binding agreements on
64 behalf of the City with respect to the Work or this Agreement.
65
- 66 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an
67 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
68 paid in the same manner as other claims made to the City. Invoices shall contain the
69 following:
70
- 71 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
72 employee, his or her name, job title, the number of hours worked, rate of pay for each
73 employee, a computation of amounts due for each employee, and the total amount
74 due for each project task. The Consultant shall verify all statements submitted for
75 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
76 reimbursable expenses, the Consultant shall provide an itemized listing and such
77 documentation of such expenses as is reasonably required by the City. Each invoice
78 shall contain the City's project number and a progress summary showing the original
79 (or amended) amount of the Agreement, current billing, past payments and
80 unexpended balance due under the Agreement.
81
- 82 B. To receive any payment pursuant to this Agreement, the invoice must include the
83 following statement dated and signed by the Consultant: "I declare under penalty of
84 perjury that this account, claim, or demand is just and correct and that no part of it has
85 been paid."
86
87

88 The payment of invoices shall be subject to the following provisions:
89

A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.

B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Consultant has designated Janna King to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Consultant may not remove or replace Project Contracts without the prior approval of the City.

7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.

8. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If however, the City terminates the Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another consultant to undertake or complete the Work to be performed hereunder.

- 136
- 137 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided
- 138 under this Agreement without the express written consent of the City. The Consultant
- 139 shall promptly pay any subcontractor involved in the performance of this Agreement as
- 140 required by the State Prompt Payment Act.
- 141
- 142 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
- 143 independent contractor and not an employee of the City. No statement herein shall be
- 144 construed so as to find the Consultant an employee of the City.
- 145
- 146 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall
- 147 not discriminate against any person, contractor, vendor, employee or applicant for
- 148 employment because of race, color, creed, religion, national origin, sex, marital status,
- 149 status with regard to public assistance, disability, sexual orientation or age. The
- 150 Consultant shall post in places available to employees and applicants for employment,
- 151 notices setting forth the provision of this non-discrimination clause and stating that all
- 152 qualified applicants will receive consideration for employment. The Consultant shall
- 153 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for
- 154 Work done under this Agreement, and will require all of its subcontractors performing
- 155 such Work to incorporate such requirements in all subcontracts for the performance of
- 156 the Work. The Consultant further agrees to comply with all aspects of the Minnesota
- 157 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act
- 158 of 1964, and the Americans with Disabilities Act of 1990.
- 159
- 160 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
- 161 obligations hereunder, without the prior written consent of the City.
- 162
- 163 14. **Services Not Provided For.** No claim for services furnished by the Consultant not
- 164 specifically provided for herein shall be paid by the City.
- 165
- 166 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
- 167 state and local laws, statutes, ordinances, rules and regulations in the performance of the
- 168 Work. The Consultant and City, together with their respective agents and employees,
- 169 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
- 170 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
- 171 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
- 172 Work to be performed shall constitute a material breach of this Agreement and entitle the
- 173 City to immediately terminate this Agreement.
- 174
- 175 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
- 176 not affect, in any respect, the validity of the remainder of this Agreement.
- 177
- 178 17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, its
- 179 Council, officers, agents and employees harmless from any liability, claims, damages,
- 180 costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or
- 181 indirectly from a negligent act or omission (including without limitation professional

errors or omissions) of the Consultant, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Consultant to fully perform, in any respect, all of the Consultant's obligations under this Agreement.

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Employer's Liability (Not needed for Minnesota based Consultant):	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability:	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

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

- a. Personal injury with Employment Exclusion (if any) deleted;
- b. Broad Form Contractual Liability coverage; and

c. Broad Form Property Damage coverage, including Completed Operations.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of \$1,000,000.00 Said policy shall not name the City as an additional insured.

E. Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:

- a. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- b. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";
- c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;
- d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates

shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

- F. If Consultant fails to provide the insurance coverage specified herein, the Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its contractors, subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

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

- 319 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
320 related to this Agreement or the relationships which result from this Agreement shall be
321 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
322 actions by either party. Unless the parties agree otherwise, the mediation shall be in
323 accordance with the Commercial Mediation Procedures of the American Arbitration
324 Association then currently in effect. A request for mediation shall be filed in writing with
325 the American Arbitration Association and the other party. No arbitration or legal or
326 equitable action may be instituted for a period of 90 days from the filing of the request
327 for mediation unless a longer period of time is provided by agreement of the parties.
328 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
329 the City of Roseville unless another location is mutually agreed upon by the parties. The
330 parties shall memorialize any agreement resulting from the mediation in a Mediated
331 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
332 court having jurisdiction thereof.
333
- 334 21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
335 have the right to conduct a review of the performance of the Work performed by the
336 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
337 to provide such information as the City may reasonably request. Following each
338 performance review the parties shall, if requested by the City, meet and discuss the
339 performance of the Consultant relative to the remaining Work to be performed by the
340 Consultant under this Agreement.
341
- 342 22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
343 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
344 this provision shall render this Agreement void.
345
- 346 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of
347 Minnesota.
348
- 349 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
350 shall be considered an original.
351
- 352 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
353 for any reason, held by a court of competent jurisdiction to be contrary to law, such
354 decision shall not affect the remaining provisions of this Agreement.
355
- 356 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
357 the parties is contained in this Agreement. This Agreement supersedes all prior oral
358 agreements and negotiations between the parties relating to the subject matter hereof as
359 well as any previous agreements presently in effect between the parties relating to the
360 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
361 provisions of this Agreement shall be valid only when expressed in writing and duly
362 signed by the parties, unless otherwise provided herein. The following agreements
363 supplement and are a part of this Agreement: None.

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

CITY OF ROSEVILLE

Mayor

City Manager

(CONSULTANT)

By: _____

Its: _____



Economic Development Services, Inc.

DATE: March 30, 2016
TO: Patrick Trudgeon, City Manager
Kari Collins, Interim Community Development Director
FROM: Janna King, Economic Development Services, Inc.
RE: Scope of Services

The City of Roseville seeks to:

1. Better understand Roseville's economic development issues and opportunities
2. Clarify the city's role in economic development
3. Create an economic development strategy to guide the EDA's activities in 2016 and 2017
4. Implement the 2016-2017 strategy
5. Respond to economic development opportunities professionally and promptly

To accomplish these objectives, the Contractor will provide these services.

1. Phase 1: Provide the EDA with options and information in May 2016 to assist them in setting priorities and creating a strategy for EDA activities in 2016-2017. The strategy will provide guidance to policymakers for FY17 budget development and will identify activities for Phase 2 of this contract.

To inform strategy development, the following information will be provided for consideration by policymakers:

- A preliminary assessment of Roseville's economic development issues and opportunities;
 - Successful economic development programs and examples from other communities that may be appropriate for Roseville, including costs and benefits;
 - Resources available through other regional partners including Ramsey County, GREATER MSP, chambers, workforce development partners, Enterprise Minnesota and others; and
 - Information on existing Roseville activities in key areas of economic development practice (e.g. business retention/expansion, business attraction, marketing and promotion, financing, redevelopment) supplemented with a range of options for enhanced economic development activity in the community.
2. Phase 2: Support the Council/EDA, as requested, in implementing the Phase 1 strategy for 2016-2017 created and approved by the EDA.
 3. Assist the Interim Community Development Director, as needed, with special development-related projects

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016

Item No.: 15.c

Item 14.c from March 28, 2016

Department Approval



City Manager Approval



Item Description: Recycling Request for Proposal

BACKGROUND

In October of 2013, the City entered into an Agreement for Comprehensive Recycling Services with the Neighborhood Recycling Corporation, d.b.a. Eureka Recycling, for the years of 2014-2016. That contract expires at the end of 2016.

City staff have been working on updating the Request for Proposals (RFP) used in 2013 in order to solicit proposals for recycling services beyond 2016. As part of this process, we have made presentations to the Public Works, Environment and Transportation Commission (PWETC) as well as posted questions on Speak Up Roseville to solicit feedback from the public on the current state of recycling in Roseville and desires going forward.

Attached to this RCA are several background documents including:

- Draft Request for Proposals for 2017 and beyond
- Presentation from February PWETC meeting
- Summary of PWETC Comments
- Summary of Speak Up Roseville Feedback
- Current Agreement with Eureka Recycling
- Request for Proposals issued in 2013

Some of the key components and options in the proposed RFP are as follows:

- Cart Ownership – City vs Contractor owned (currently contractor owned)
- Weekly vs Bi-Weekly Service (currently bi-weekly)
- Recycling service in Parks – the contractor will respond with pricing for different methods of collecting recyclables in Parks
- Organics Collection – contractor will provide details of a proposed method and cost for collecting organics. Staff recognizes that the market may not be mature enough to offer organics recycling now, but this could change during the term of the new contract
- Revenue Share – contractor will be able to provide a price with or without revenue share
- Term of contract – Minimum term 3 years. The contractor will also provide pricing for two – one year extension options, as well as a 5 year term with two – one year extension options.

28 Zero Waste Event staffing – the contractor will be required to provide staff at all City Zero Waste
29 Events including Earth Day, Taste of Rosefest, Run for the Roses and the Wild Rice Festival.

30 **POLICY OBJECTIVE**

31 Chapter 403 of the City Code establishes a system of curbside recycling as a public utility for
32 Residential Dwellings and Multi-Family Complexes in the City. In order to meet the goals and
33 requirements of this Chapter the City must contract with a private contractor for the collection of
34 recyclable materials.

35 **BUDGET IMPLICATIONS**

36 The City has established a Recycling Fee that all residential properties pay. This fee is analyzed
37 annually in order to fund the recycling pick-up service. This fee will be adjusted as a result of the
38 final cost for recycling services as provided by the selected contractor.

39 **STAFF RECOMMENDATION**

40 Staff recommends that the City Council receive the staff presentation on the Recycling Request for
41 Proposals (RFP), provide input for the final RFP, and approve the RFP for advertisement.

42 **REQUESTED COUNCIL ACTION**

43 Receive the staff presentation on the Recycling Request for Proposals (RFP), provide input for the
44 final RFP, and approve the RFP for advertisement.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Draft 2016 Recycling Request for Proposals
B: Presentation from February PWETC Meeting
C: Summary of PWETC Comments
D: Summary of Speak Up Roseville Comments
E: Current Agreement for Comprehensive Recycling Services
F: 2013 Request for Proposals for Recycling Services

Updated 3/31/2016



**Specifications and Request For Proposal
for
Comprehensive Recycling Service**

April 15, 2016

Proposal accepted until 4:00 p.m. CDT
May 13, 2016

Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

**Request For Proposals
City Recycling Services**

City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single unit and multi-unit dwellings within the

**City of Roseville
For
January 1, 2017 to December 31, 2019
or
January 1, 2017 to December 31, 2021**

The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
May 13, 2016**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7049
Ryan.johnson@cityofroseville.com

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CITY OF ROSEVILLE
REQUEST FOR PROPOSALS FOR COMPREHENSIVE RECYCLING
SERVICES
TO ALL SINGLE UNIT AND MULTI-UNIT DWELLINGS

1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company to provide comprehensive residential recycling services for the City. Those services include collection, processing, marketing, staffing for recycling information at special events, and public education.

Among the goals of the City are to maximize recovery of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation in recycling and waste diversion.

Roseville residents have identified a city-wide goal to be an environmentally healthy community, and residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values expressed by residents include:

- Collection Operations – which includes Clean and quiet; Low impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, Collecting more materials as markets become available, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-unit dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, reduced carbon footprint, use of Clean Diesel Technology and Natural Gas powered vehicles, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and Material Recovery Facilities (MRF) locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

The RFP defines the service standards and specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of this RFP, the City of Roseville has identified 9,361 Residential Dwelling Units, defined as single unit dwellings, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Single unit dwellings (SUD's) as specified herein. The City has identified 6,112 Multi-unit dwellings (MUD's) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein. The City has allowed faith organizations and small businesses that have similar recyclables composition to SUD's, to opt into the recycling program. There are 12 additional locations with a total of 19, 96 gallon carts. The City will allow other organizations and small businesses to opt-in to the recycling program, as long as the composition of materials is similar.

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

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

Event	Date/Time
RFP Issued	April 15, 2016
Mandatory Pre-proposal Meeting	April 26, 2016 at 1:00p.m.
Questions Regarding RFP to be Submitted to City	April 29 by 4:00 p.m.
References Submitted to City	April 29 by 4:00 p.m.
Notification of Intent Submitted to City	April 29 by 4:00 p.m.
Answers to Questions Issued to Pre-Proposal Meeting Attendees	May 6 by 4:00 p.m.
Proposals Due to City	May 13 by 4:00 p.m.
Interviews of Finalists	Week of May 30
Tour of designated MRF for RFP	Before June 3, 2016
Council Meeting to Authorize Contract Negotiations	July 11, 2016
Execution of Contract	August 15, 2016 (approximately)

These dates are subject to change as the City deems necessary.

- 2.01.** All contact by prospective Contractors and their agents regarding the City's RFP and procurement decision-making must only be made with the City's designated contact person, Ryan Johnson, until after final execution of a contract for the RFP services. Prospective Contractors are encouraged to contact Mr. Johnson with questions or requests for more information. Contacts made with other City residents, officials or employees may, at the sole discretion of the City, disqualify the Proposer from consideration.
- 2.02.** Contractors are required to attend the pre-proposal meeting at 1:00 p.m. CDT on April 26 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- 2.03.** Questions, requests for clarification or requests for information about this RFP or process must be submitted no later than 4 p.m. April 29, 2016, in writing (preferably by email) to:
- Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties recorded by the City as having attended the pre-proposal meeting. Responses will be emailed by 4:00 p.m. May 6, 2016

- 2.04.** Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references no later than 4:00 p.m. CDT, April 29, 2016, in writing (preferably by email) to:
- Ryan Johnson, Environmental Specialist
Engineering Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked by the City to complete a survey rating the proposer's service.

- 2.05.** All proposals must be sealed and delivered to the Engineering Department Office at City Hall no later than 4:00 p.m. CDT, **May 13, 2016**, to be considered eligible. See Section 10 for details on how to submit a proposal.
- 2.06.** The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See “Evaluation Criteria” Section of this RFP). Finalists will be invited to interview with the review committee to be held the week of **May 30**. Following the interviews the committee will recommend Proposers with whom to negotiate further to the City Council.
- 2.07.** Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor.
- 2.08.** After a draft contract has been negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.
- 2.09.** The new recycling contract will commence on January 1, 2017.

3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single unit dwellings, duplexes, triplexes and four-plexes since July 1987. Once a month collection occurred from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, weekly collection from April 2006 – February 2014, and every other week collection has occurred at SUDs after February 2014.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years commodities have been added to include collection of old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated recycling to a two-sort system. In 2014 Roseville switched to a Single Stream program that is collected every other week.

Participation rates reported by Contractors were between 56 and 71 percent from 1999 – 2007, between 74 and 82 percent from 2007 – 2012, and between 76 and 93 percent for 2013 & 2014. City-wide recycling tonnages

were fairly constant ranging from 2,900 to 3,300 tons collected annually since the program began.

Multi-unit dwellings were added to the program in 2003. Currently there are 97 buildings with a total of 6,112 units in the program. All new buildings are required to join the program.

4. DEFINITIONS

4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper, polyethylene (LDPE), and aluminum.

4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

4.05 City's designated contact person

The City has designated Environmental Specialist Ryan Johnson as the City's sole point of contact for prospective Contractors.

4.06 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass food and beverage jars and bottles; plastic food and beverage bottles and containers, pails, and trays with any of the resin identification codes #1-#7 (excluding black plastic & Styrofoam); aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

4.07 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

4.08 Collection

The aggregation and transportation of recyclable materials from the place at which they are generated including all activities up to the time when they are delivered to a recycling facility.

4.09 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

4.10 Contractor

The City's recycling service Contractor under the new contract beginning operation on January 1, 2017.

4.11 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include cardboard heavily coated in plastic or, wax.

4.12 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

4.13 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. If the Contractor owns the carts, carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

4.14 Curbside recycling service

The recycling collection services, specified in this RFP and the subsequent contract, serving customers with recycling pickup at the curb or alley at their residence.

4.15 Glass jars and bottles

Glass jars, bottles, and containers (lids/caps and pumps removed) that are used for packing and bottling of food and beverages.

4.16 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.17 HDPE – Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

4.18 Holidays

Days on which Recycling service is deferred one calendar day, including January 1, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

4.19 Market Indicator

Commodity price indices as per the recycling industry publication specified in the Contract.

4.20 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

4.21 Materials Recovery Facility (MRF)

A facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

4.22 Multi-unit dwellings (MUD)

A building or a portion thereof containing five or more dwelling units.

4.23 Multi-unit dwelling (MUD) recycling containers

Recycling containers used for multi-unit dwellings (MUD's) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MUDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

4.24 Multi-unit dwelling (MUD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MUD residents that utilize MUD recycling containers as specified in 4.23 and use MUD recycling stations as specified in 4.25.

4.25 Multi-unit dwelling (MUD) recycling stations

The location of MUD recycling containers will be designated by the City with agreement of the recycling Contractor and the MUD building owner. MUD recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

4.26 Non targeted materials

Non-recyclable materials that are not included in the City's recycling program. Examples of non-targeted items include, but are not limited to: pumps on plastic bottles, ceramic materials, heavily coated paper packaging, etc.

4.27 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM "Yellow Sheet."

4.28 Organics

Residential organic materials derived from plant and animal matter including food waste and non-recyclable paper that is collected for composting.

4.29 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

4.30 Participation Rate

The number of single unit dwellings (SUDs) that set out recyclable material at least once during a defined period of time (specific time) as a percentage of the number of eligible SUDs in the City.

4.31 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging – excluding black plastic, with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

4.32 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

4.33 Process residuals

The material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but are not limited to bulky items, contaminants, sorted tailings,

floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

4.34 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

4.35 Processing Fee

Agreed upon unit fee allocated towards Contractor's cost of processing recyclables.

4.36 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

4.37 Set-Out Rate

The number of single unit dwellings (SUD's) that set out recyclable material each week as a percentage of the number of eligible SUDs in the City.

4.38 Single Unit Dwelling (SUD)

A building containing up to four (4) dwelling units.

4.39 Steel cans

Disposable containers fabricated primarily of steel or tin used for food or beverages.

4.40 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated location to collect recyclable material. The driver returns the bins/carts to the same location.

4.41 Waste

Any material that is deemed by the processor to be unable to be marketed into recycled content products. Typical "waste" includes pumps on plastic bottles, ceramic material in glass streams, and other prohibited items.

4.42 Zero Waste Events

Public events where organizers minimize the amount of waste generated by requiring recyclable or compostable packaging and products, and recycling or composting those materials.

5 GENERAL REQUIREMENTS FOR ALL COLLECTIONS

5.01. Service Requirements

The Contractor shall provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur bi-weekly on the day of the week designated in Exhibit A “Recycling Collection Zones” map. Contractor may submit an alternate bid for weekly collection.

5.02. Collection Vehicle Equipment Requirements

All vehicles must be clearly identified on both sides with Contractor’s name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Be leak-proof; and,
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

1. Two-way communications device
2. First aid kit
3. All safety equipment required by Federal, State of Minnesota, and local governing bodies; including federal and state Departments of Transportation
4. Universal Spill Kits, or other appropriate equipment for cleaning up spills and/or leaks
5. Receptacle for driver’s cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch

customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

The Contractor shall certify that each employees of the Contractor that will be performing work in the city shall have been found free of offenses of felony, gross misdemeanor or misdemeanor punishable by jail. The certification shall be approved by the Roseville Police Department.

Contractor's personnel will be trained both in program operations and in customer service and Contractor shall insure that all personnel maintain a courteous and positive attitude with the public and in the work place.

Contractor shall ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
3. Be clean and presentable in appearance, as so far as possible.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside location so as to avoid spillage and littering or damage to the container.
7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property.
9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
10. Not smoke while inside garages or other enclosed buildings.

5.04. Recycling Containers

Contractor must submit proposals for options in which the Contractor owns the carts **and** in which the City owns the carts. Please see Attachment E.

The standard cart approximate dimensions shall be:
36-gallon cart 36" height x 18.5" wide x 23.5" deep
64-gallon cart 39" height x 25" wide x 31" deep
96-gallon cart 41" height x 30" wide x 36" deep

If the Contractor owns the carts, cart surface shall be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacture.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one week of the report of damage.

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

Multi-unit dwellings (Option One Contractor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 96-gallon carts (and cardboard dumpsters where requested) for all multi-unit dwellings as specified in definition 4.22 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.25. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Multi-unit buildings can also be serviced by using single sort dumpsters, or another appropriately sized receptacle to contain the recycling materials. It will be the responsibility of the Contractor or designated subcontractor to purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the appropriate sized receptacles.

Multi-unit dwellings (Option Two City-Owned Carts)

The City shall procure 96-gallon carts for use in the single stream collection program. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The Contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract. The Contractor or designated subcontractor shall ship, assemble, deliver, store/inventory, maintain and distribute the carts (and Contractor owned cardboard dumpsters where requested) for all multi-unit dwellings in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.25. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Multi-unit buildings can also be serviced by using single sort dumpsters, or another appropriately sized receptacle to contain the recycling materials. It will be the responsibility of the Contractor or designated subcontractor to purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the appropriate sized receptacles.

Curbside Single Stream (Option One Contractor-Owned Carts)

The Contractor or designated subcontractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute 64-gallon carts. The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory for both the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

Curbside Single Stream (Option Two City-Owned Carts)

The Contractor or designated subcontractor shall work with the City to procure 64-gallon carts for use in the single stream collection program. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. Damaged carts shall be repaired or replaced within two business days.

Proposers must clearly specify their proposed single-sort cart manufacturer.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The cart manufacturer selected by the City under a separate procurement process shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. This cart roll-out plan shall include:

1. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
2. Cart order quantity (including specified overage to have in stock as excess inventory).
3. Contractor's plan for cart roll-out to customers, including start and end dates.

The Contractor will work with the City to create the educational materials for distribution to customers.

At a minimum, the educational materials must have the following items:

1. Single stream system instructional brochure for customers.
2. Single stream system instructions (text and images) for the City's website and newsletters.

Cart rollout, or an approved cart rollout plan, shall be completed by the Contractor, no later than December 30, 2016. The Contractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor.

5.05. Collection

Multi-unit dwellings

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multi-unit dwellings shall receive service once a week unless a different service frequency is agreed to by the City, the property owner, and the Contractor. The City does not regulate the day of the week multi-unit dwellings shall receive service. Contractor shall inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service.

Curbside Collection

Residents shall place recycling carts at curbside or at the alley on collection day, placing the cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Walk-up service shall be provided at no additional charge for all customers who request it. The City will compile a list of seniors, disabled and/or special needs residents who request such service.

The Contractor must, at least once per quarter, or as agreed upon by the City and the Contractor, conduct curbside recycling cart checks. Geographic regions for cart checks must rotate between each

recycling zone. The Contractor shall audit the contents by visually inspecting the material of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the carts. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

Zero Waste Events

Roseville holds four Zero Waste events each year at which organic material is collected for composting:

- Earth Day Celebration, 3rd Saturday in April
- Taste of Rosefest, 4th Thursday in June
- Run for the Roses, 4th Saturday in June
- Wild Rice Festival, 2nd Saturday in September

The contractor shall be responsible for attending the events to staff and monitor the zero waste collection stations, and educate residents. The contractor will also be responsible for educating any vendors, prior to the event date, that attend and hand out, sell, etc., any goods or services. All material (organic, recyclables, trash) collected shall be the responsibility of the Contractor for appropriate processing, or disposal. Organics shall be disposed of at a permitted organics composting facility. The Contractor shall provide a report to the City after the event highlighting the amount recycled, composted, and landfilled. The report shall also include ways to improve diversion at the event, and any other successes/opportunities that were identified.

As part of their Value Added Plan, Proposers are encouraged to describe their experience conducting Zero Waste events.

Curbside Collection of Residential Organics

The City may consider the option to offer curbside organics (food waste and non-recyclable paper) collection during the term of the agreement. Proposers should address in their Value Added Plan, including cost and collection method, a proposal for curbside collection of organics. The City retains the rights to initiate negotiations with the Contractor to implement curbside organics collection.

Opt-in Program

The City allows small businesses and faith organizations to opt-in to the City's recycling program through an application process. To opt-in, organizations and businesses need to send in an application to the City, have a similar composition to a single unit dwelling (SUD), and be able to recycle materials in a 96 gallon recycling cart. If these requirements are met, the City will approve the opt-in application

and provide the information to contractor. The contractor is then responsible to drop of the cart(s) and start collection on the next scheduled service date.

Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

Curbside

Contractor shall leave the unacceptable recyclables and leave an “education tag” indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

If the unacceptable recyclables have been tipped into the collection truck, the driver shall record the address of the stop. The Contractor shall send a letter to the resident noting the unacceptable recyclables and providing information on what are accepted recyclables. The address shall be recorded on a form acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

Multi-unit dwellings

Contaminated carts or dumpsters of material will not be collected and a tag, if available, will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator within one business day by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

5.06. City’s annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City’s program
- How to prepare materials
- How to receive additional information about the program

- Annual calendar of curbside recycling districts

The flyer shall be delivered to homes no later than January 31 of each year.

5.07. City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the annual public education flyer as detailed in 5.06.

5.08. Collection Zones

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. Collection in each zone shall occur on the designated day, except for Holidays. The number of housing units in each collection zone is detailed in Exhibit B.

5.09. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will request the Public Works Director. If the Public Works Director cannot be reached, the Contractor shall contact the City Manager.

5.10. Cleanup Responsibilities

Contractor shall immediately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of acceptable and unacceptable recyclables.

Contractor shall immediately clean up any spills or leaks from equipment, and will follow proper reporting. **All** spills must be reported to the City, and spills over 5 gallons must also be reported to the MPCA Duty Officer (651-649-5451).

Each piece of equipment on public property must have a Universal Spill Kit or other appropriate spill kit.

5.11. Missed & Partial Dump Collection Policy & Procedures

Contractor shall have a duty to pick up missed & partially dumped collections. Contractor agrees to pick up all missed & partially dumped collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. If notice of a missed or partially dumped collection is received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed or partially dumped collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a local telephone-equipped office with specific knowledge of the City's contract to receive missed & partially dumped collection complaints between the hours of 7:00 a.m.-5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

5.12. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Public Works Director. "*Severe Weather*" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is -20 degrees F or colder. Upon postponement, Collector shall immediately notify the City, put notice on the Contractor's website, alert the news media and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City. Collection will be made the following business day.

5.13. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

5.14. Ownership

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel physically touches the recyclables for collection, at which time ownership shall transfer to the Contractor.

5.15. Scavenging Prohibited

Any person or persons taking recyclable materials from a recycling container without explicit permission of the inhabitant of a Single Unit Dwelling or the owner or manager of a multi-unit dwelling Complex will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

5.16. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

5.17. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property,

including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

5.18. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting recyclables. The Contractor agrees not to make any claim for compensations against a City for such interference. The City of Roseville shall, whenever possible, advance information and instructions about how the Contractor may best provide services in the improvement area.

5.19 Municipal Facilities

Contractor will provide weekly recycling service at no additional charge to:

1. City Hall – 2660 Civic Center Drive
2. Roseville Skating Center – 2661 Civic Center Drive
3. Public Works Maintenance Facility – 1140 Woodhill Drive
4. Fire Station One – 2701 Lexington Avenue
5. Cedarholm Golf Course – 2395 Hamline Avenue
6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
7. Other mutually agreed upon City facilities.

Contractor will provide on-call recycling service to:

1. License Center – 2737 Lexington Avenue
2. Fire Station Two – 2501 Fairview Avenue (currently not in service)

City Park Recycling

Contractor shall provide a proposal for recycling services in City Parks. The proposal should include servicing carts on a \$ per pull

basis that are adjacent to parking lots, adjacent to buildings (< 25' from parking lot), and on trails/pathways. The contractor should also provide a recommended schedule for servicing the parks, and include a removal and placement plan of carts in the spring and fall. The Recycling Coordinator will inform the contractor on scheduling the servicing, dates for removal and placement of the carts.

Exhibit D is the list of parks and number of carts that will need servicing either weekly, or every other week.

Contractor will provide carts, dumpster, or other mutually agreed upon containers to facilitate Municipal Facility recycling service.

6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

6.01. Monthly and Annual Materials Reports

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

1. Gross amounts of materials collected, by recyclable material (in tons)
2. Net amounts of materials marketed, by recyclable material (in tons)
3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
4. The markets generally used for the sale of recyclables
5. Amounts of process residuals disposed (in tons)
6. Revenue share credits back to the City (if any)
7. Total number of stops
8. End Market Certification as specified in 7.06
9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multi-unit recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.**

6.02. Customer Relations Report

Monthly the Contractor shall provide the City with

1. A list of all customer complaints, including a description of how each complaint was resolved.

2. A list of all addresses where education tags were left for residents and why the tags were left.
3. A list of all missed pick ups, and partial dumps, reported to the Contractor.

6.03. Annual Report to Multi-unit dwellings (MUD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MUD owners served by the City's contractor. A copy of each report to the MUD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, phone numbers, e-mail, etc.)
2. Street address of each MUD served.
3. Number of dwelling units for each MUD.
4. Description of collection services made available to occupants, including number of MUD recycling stations, number of MUD recycling containers, location of stations and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage estimates for each building.
7. Recommendations for future improvements (e.g., specific public education tools).

An example of the Contractor's annual report to MUD building owners shall be included with the proposal.

6.04 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

Upon receipt of the Contractors annual report, the City shall schedule a meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.

- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to ensure accurate information and program directions. Contractor shall have the written approval of the City before any material is produced or distributed to the City customers. Contractor shall pay for the annual design, printing and mailing of at least 9,361 copies of a curbside program flyer. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer, and 1,000 printed copies of the curbside program flyer to the City. The flyer shall be delivered to homes, and City, no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-unit dwelling complex recycling flyer to multi-unit dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be required to provide posters and other educational material for multi-unit dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will specify the quantities of each set of materials needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they will provide (e.g., recycling education

materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

6.07. Annual Work Plan

The City and the Contractor shall develop an Annual Work Plan. The Annual Work Plan shall include initiatives the City and the Contractor will undertake to improve the City's recycling program. These initiatives may include (but is not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The Annual Work Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

6.08. Outreach to Low Participating Communities

Contractor shall include in the Annual Work Plan specific descriptions of engagement efforts to low participating communities. Specifically the City seeks to engage immigrant communities. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

6.09. Outreach Using Electronic Communications

Contractor shall identify in the Annual Work Plan engagement efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

7. MATERIALS PROCESSING AND MARKETING

7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected in the City will go to recycling markets to be manufactured into recycled content goods. The City prefers those markets to be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. **The proposals must clearly specify the location(s) of its materials**

recovery facility (MRF), or subcontractor's facility, where material collected from the City will be delivered and / or processed, and a copy of the Contractor's written agreement with the MRF. The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Proposers shall arrange a tour of the designated MRF for the RFP review committee. The tour shall occur before June 3, 2016.

Upon collection, the City's Contractor shall deliver the collected recyclables to a recyclable material recovery facility (MRF), an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.34 or with written authorization from the City and the Minnesota Pollution Control Agency.

7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.
- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing City approved educational materials explaining the market situation to residents.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

7.03. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of each year and a copy of the analysis provided to the City no later than April 30 of each year. Upon request of the City, an agent(s) of the City shall attend the composition study.

As part of this proposal, proposers shall provide their methodology for estimating Materials Composition.

7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.33, derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

7.05. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

8. PAYMENT AND PENALTIES

8.01. Term of Contract

The term of the new recycling contract will be a period of three years from January 1, 2017 through December 31, 2019 or a period of 5

years from January 1, 2017 through December 31, 2021. The City is requesting that Contractors provide pricing for both options, and also provide an option for two extensions, each for one year.

8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2017 the City certifies that there are 9,361 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

8.03 Multi-unit dwellings Billing

Contractor will send an itemized bill for the number of pulls designated to receive service that month. For 2017, the City has identified 6,112 multi-unit dwellings at 94 locations. City will designate new or additional buildings to receive service with 30 days notice to Contractor.

8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.

C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.

D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Steel (1st issue of the month), high side ferrous scrap prices.

E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).

F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

The City or the Contractor may propose other revenue sharing commodities and corresponding proposed pricing formulae, at any time during the duration of the contract. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the contract.

8.05. Performance Penalties

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the

Contractor in the amounts specified below as performance penalties for failure of the Contractor to fulfill its obligations.

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

- a) **Missed Curbside Collection: \$50.00 per miss**
For each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out".. Also included in Missed Curbside Collection are Partial Dumps. Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.
- b) **Missed Walk Up Collection: \$50.00 per miss**
Missed collection address above two misses at that address in any four consecutive collection weeks.
- c) **Missed Multi-Unit Dwelling Complex Collection: \$100.00 per miss**
- d) **Partial Dumps: \$50.00 per miss**
Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.
- e) **Throwing or Dropping Carts: \$50.00 per incident**
For each witnessed report of a driver throwing rather than placing, the curbside recycling container or deliberately dropping the container when the bottom of the container is more than four feet above the ground.
- f) **Failure to Collect Material on a Block: \$500.00 per incident**
For each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."
- g) **Failure to Collect an Entire Zone: \$1,000 per incident**

For each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of collection hours from the Recycling Coordinator or designated alternate.

- h) Failure to Complete a Majority (50%) of the Collection District: \$2,500 for each incident.**
- i) Failure of the Contractor to immediately, or within 6 hours maximum, clean up a spill or material spilled by Contractor within six (6) hours of an incident: \$250 each incident PLUS any additional costs accrued by the City to ensure proper MS4 compliance.**
- j) Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected: \$100 each incident**
- k) Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11: \$250 each incident**
- l) Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts, and not replacing torn, dirty, unreadable labels: \$100 each incident**
- m) Failure to maintain recycling carts in proper working order as specified in 5.05: \$100 each incident**
- n) Failure to provide a complete monthly report as specified in 6.01 and 6.02. : \$250 each incident**
- o) Failure to return cart to curbside location: \$100 each incident**
- p) Employees smoking in enclosed structures while performing duties, extinguishing smoking material anywhere other than in container as specified in 5.02, or not following general no smoking rules: \$50 each incident**
- q) Failure to collect recyclables according to specifications in 5.05 and 5.08: \$250 for each incident.**

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

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

8.06. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.01. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract.

Contractor shall provide a Certificate of Insurance as proof of general liability coverage for bodily injury or death in the amount specified by state law.

The Certificate of Insurance shall name the City as an additional insured, and state that the Contractor's coverage shall be the primary coverage in the event of a loss.

The Contractor shall also provide a Certificate of Vehicle Liability Insurance in the amount of at least \$1,000,000.

The Contractor shall further provide a Certificate of Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the

amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate.

Contractor agrees that it shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

A 30-day written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require any of its subcontractors, if subcontracting is allowable under this contract, to comply with these provisions.

9.02. Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contract, in accordance with the Minnesota Workers Compensation Law.

9.03. Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working

conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

9.04. Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

9.05. Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

9.06. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

9.07. Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed Contract.

9.08. Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

9.09. Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

9.10. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract

9.11. Retention of Records

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

9.12. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until a contract is signed by the City and the Contractor. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

9.13. Inspection of Records and Disclosure

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its duly authorized agents at any time during normal business hours, as often as the City deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and report prepared by the Contractor shall become the property of the City upon termination of the City's contract with the Contractor.

9.14. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

9.15. Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination for cause.

9.16. Non-Assignability and Bankruptcy

The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations under said agreement without prior written approval from the City. In the event Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

9.17. Indemnification

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from malfeasance, misfeasance, negligence or an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance Bond and a Payment Bond with the corporate surety in the sum of \$50,000 each, or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

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

9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

9.21. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn after three (3) days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

10. SUBMITTING PROPOSALS

10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right, at its sole discretion, to:

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

10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This may be allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

10.03. RFP and Proposal to Become Part of Final Contract

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

10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, April 29, 2016, in writing (preferably by email) to:

Ryan Johnson
Engineering Department

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references. References will be asked to complete an evaluation form in which they rate the proposer's service. Ratings will be compiled to create an average score that will be included in the overall scoring evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

10.05. How to Submit Proposals

Proposal shall be submitted to the Engineering Department Office at City Hall no later than 4:00 p.m. CDT, May 13, 2016 in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Ryan Johnson
Environmental Specialist
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

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

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a USB Flash Drive (or suitable alternative format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD.

Pricing sheets should be submitted within a separate sealed envelope, that is contained within the Recycling Services Proposal packet.

Any pages that contain Proprietary Information should be clearly marked as Confidential.

10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 3,300 tons per year
- Annual recyclable tonnage collected at Multi-unit dwellings under the City contract = 600 tons per year
- Single unit dwellings and other units that receive curbside service using curbside bins = 9,361 units
- Multi-unit dwellings that will receive MUD type of service = 6,112 housing units at 94 locations

10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection Operations– which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, Collecting more materials as markets become available, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-unit dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, reduced carbon footprint, use of Clean Diesel Technology and Natural Gas powered vehicles, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations
- References

- Net Price to the City

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists may, at the sole discretion of the City, be invited to interviews (see chart below).

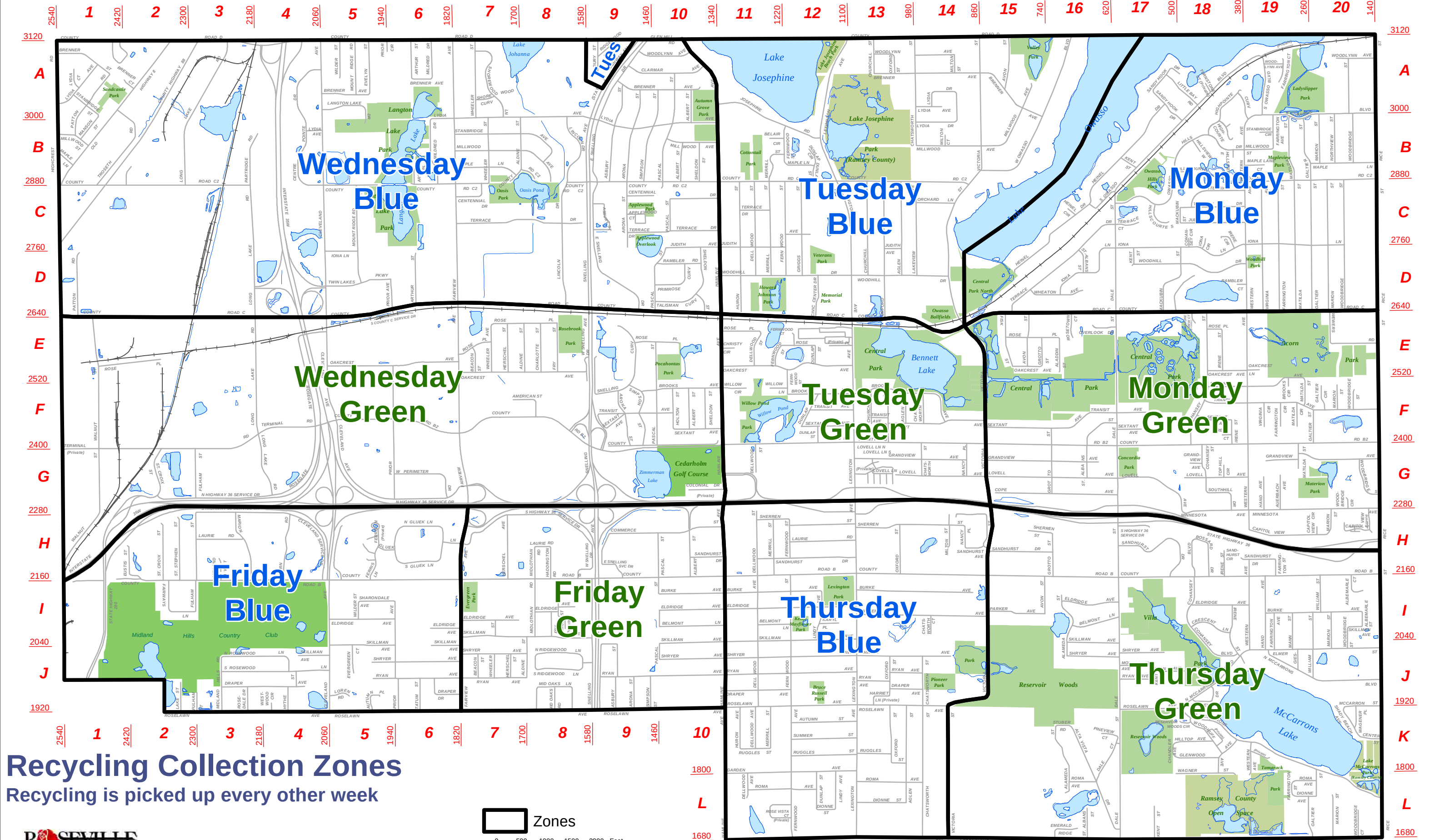
At the interview, proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, added value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

Evaluation Criteria and Weighting	
RFP Base Specifications	Pass/Fail
<i>Reference RFP Sections 5.04, 5.05, 5.19, 5.21, 6.01, 6.03, 7.01, proposal forms</i>	
Category	Weight
Project Capability	20%
<i>Reference RFP Sections 5 - 9</i>	
How Well Proposal Meets Community Values	10%
<i>Reference RFP Introduction and Sections 5 - 9</i>	
*Price	40%
Past Performance (Survey of Other Cities)	15%
Value Added Plan	15%
Total	100%
Finalists	
Interview – clarification phase	

The review committee will present its recommendation to the City Council at the **July 11** meeting. (See Section 2, Contractor Selection Process and Schedule).

***The City will use the following formula to score the Price:**

Low bid divided by proposers price multiplied by the maximum score of 40 points.



Recycling Collection Zones

Recycling is picked up every other week



www.ci.roseville.mn.us

Prepared by:
Engineering Department
December 18, 2015

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

 Zones
0 500 1000 1500 2000 Feet

Data Sources and Contacts (11/02/15):
* Ramsey County GIS Base Map
* City of Roseville Engineering Development



Street Index <i>(key to grid locator on map)</i>											
Acorn Rd N	H:4	Fernwood Ct N	E:12	Midland Hills Rd N	J:3	Sextant Ave W	F:9-10,12,15-16,18				
Aglen Ave N	C,D:13	Fernwood St N	C-E,G,J:11	Midland View Ct N	H:3	Shady Beach Ave N	K:20				
Aglen St N	F,K:13	Ferris Ln N	H:5	Midlothian Rd N	H-I:8	Sharondale Ave W	I:5				
Aladdin St N	E:16	Fisk St N	E:15	Mildred Dr N	A-B:6	Sheldon St N	B,D,F:15				
Alameda St N	I,K:16	Fry St N	E-F,I:8	Millwood Ave W	B:7-8,10,13-15	Sherren St W	H:11-15				
Albemarle Ct N	I:20	Fulham St N	G-J:2	Millwood St N	B:1,19	Shorewood Curv W	A:7				
Albemarle St N	I:20	Galtier Cir N	F:20	Milton St N	A,H:14	Shorewood Ln W	A:7				
Albert St N	A,B,F,H:10	Galtier St N	B-D,F,I:19	Minnesota Ave W	G:18-20	Shryer Ave W	J:5-7,10-14,16-17				
Aldine St N	B,E,J:7	Garden Ave W	K:11-12	Moundsview Ave W	J:17	Simpson St N	A-B:9-10; F,J:9				
Alta Vista Dr N	K,L:16	Giesmann St N	I-J:19	Mount Ridge Rd	A:5	Skillman Ave W	J:5-6,10-12,16,20; I:7				
American St N	F:7,8	Glen Hill Rd W	A:10	Mount Ridge Rd	A:10	Snelling Ave N	A-J:9				
Applewood Ct W	C:9	Glenwood Ave W	K:17-18	Nature View Ct N (Private)	E:18	Snelling Curv N	E-F:9				
Arona St N	A-C,F,J:9	Gluek Ln W	H:5-6	Northview St N	B:20	E Snelling Service Dr	A-D,H:9				
Arthur Pl N	B:6	N Gluek Ln W	H:6	Oakcrest Ave W	E:5-8,11-12,15,18	W Snelling Dr N	B-D:8				
Arthur St N	A,D:6	S Gluek Ln W	H:6	Oakcrest Ln W	E:19	Southhill Dr N	G:18				
Asbury St N	A,B,J:9	Grandview Ave W	G:13-16,18-20	Old Highway 8	A,B:1-2	Stanbridge Ave W	B:7-8				
Auerbach Ave N	G:19	Griggs St N	C,D:12	Orchard Ln W	C:14	Stanbridge Cir W	B:19				
Autumn Pl W	J:5	Grotto St N	E-H:15	Overlook Dr W	E:16	Stanbridge St W	A:1				
Autumn St W	K:12	Haddington Rd N	H:6	Owasso Hills Dr W	B:18; C:17	Stubber Rd W	K:16				
Avon St N	A,E,I:15	Hand Ave N	G,I:19	S Owasso Blvd	A-C:16-20	Summer St W	K:12				
Bayview Dr W	J:18	Harriet Ln W (Private)	J:13	W Owasso Blvd	A-B:15-16	Talisman Curv W	D:10				
Beacon St N	E,J:7	Heinel Cir W	C:16	Oxford St N	A,C-F,H,J,K:13	Tatum St N	J:6				
Belair Cir W	B:11	Heinel Dr W	A-D:15-17	Parker Ave W	I:13-15	Terminal Rd W	F:1-3				
Belmont Ln W	I:10,11,16	Herschel Ave N	H:7	Partridge Rd N	B:3-4	Terrace Ct W	C:17				
Bossard Dr N	H:18	Herschel St N	J:7	Pascal St N	A-F,H,J:10	Terrace Dr W	C:7-8,10-11,18; D:15-16				
Brenner Ave W	A:5-6,9-10,13-15	Highcourte N	B:18	Patton Rd N	A-B,D:1	Top Hill Cir N	G:18				
Brenner Ct W	A:2	Highcrest Rd N	A-B,G,H:1	W Perimeter Dr W	G:6	Transit Ave W	F:9-14,16-20				
Brenner St W	A:1	Highpointe Curv N	A-B:18	Pineview Ct W	K:16	Troseth Rd N	B:1-2				
Brooks Ave W	F:8-10,12-14,18-19	Hillscourte N	B:18	Primrose Curv W	D:10	Turnstone Ct (Private)	A:18				
Brooks Cir N	F:19	Hillscourte S	C:17	Prior Ave N	B-G,I,J:5	Victoria St N	A-L:14				
Burke Ave W	I:10-14,19-20	Hillsview E	B:18	Rambler Ct W	D:18	Virginia Ave N	C-D:19				
Capitol View (Private)	H:20	Hillsview W	B:18	Rambler Rd W	D:10	Virginia Cir N	F:19				
Capitol View Ave W	H:19-20	Hilltop Ave W	K:17	Reservoir Woods Cir	K:17	Wagener Pl N	K:20				
Capitol View Cir N	H:19	Holton St N	F:10	Rice St N	A-L:20	Wagner St W	K:17-19				
Centennial Dr W	C:7,9-10,18	Huron Ave N	K:11	N Ridgewood Ln W	J:8	Walnut St N	E-H:1				
Center St W	K:20	Huron St N	C-D:11	S Ridgewood Ln W	J:8	Western Ave N	B-K:18				
Centre Pointe Dr N	A-B:4	Highway 35W	A,B:4; G-H:1-4	Ridgewood Rd N	A:9	Westwood Cir N	J:4				
Chandler Ave N	K:17	N Highway 36 Service Dr	G:3-4,6	Roma Ave W	L:11-13,16,19	Wewers Rd N	E:20				
Charlotte St N	E:8	S Highway 36 Service Dr	H:3-4,7-8,17	Rose Pl W	E:1-2,7-12,15-16,18	Wewers Rd W	E:20				
Chatsworth Ct N	I:14	Highway 88	A-C:1-3	Rosedale Dr N	J:3	Wheaton Ave W	D:15-16				
Chatsworth St N	A-B,F,G,J-L:13	Highway 280	H-J:1	Rosegate	F-G:4	Wheeler Ave N	E:7				
Christy Cir W	E:11	Hythe St N	J:4	Roselawn Ave W	J:2-14,17	Wheeler St N	A-B,I-J:7				
Churchill St N	A,C-D,F:13	Iona Cir N	C:18	Rose Vista Ct W (Private)	L:11	Wilder St N	A,I:5				
Civic Center Dr N	D:12	Iona Ln W	C-D:16-20	N Rosewood Ln W	J:3-4	William St N	I-J:19				
Clarmar Ave W	A:9-10	Irene Cir N	C:18	S Rosewood Ln W	J:3-4	Willow Cir W	E:11				
Cleveland Ave N	A-F,I-J:4; G:4-6	Irene Ct W	F:18	Ruggles St W	K:11-13	Willow Ln W	G:17				
Cleveland Service Dr N	F-G:5; H:4	Irene St N	E-F,H-I:18	Ryan Ave W	J:5-7,9-13,17	Woodbridge Cir N	G:20				
Cohansey Blvd N	H-J:18	Josephine Rd W	B:11-12	Saint Albans St N	C,F-G,L:16	Woodbridge Ct N	L:20				
Cohansey Cir N	C:18	Saint Croix Ave W	C:10-13,18	Saint Croix St N	G-H:2	Woodbridge St N	A-G:1,20				
Cohansey St N	E-G:18	Karyl Pl W	I:12	Saint Stephen St N	H:2	Woodhill Dr W	D:11-14,17-18				
Colonial Dr W (Private)	G:10	Kent St N	B,D,I-J,L:17	Samuel St N (Private)	I:8	Woodlynn Ave W	A:9-10,13-14,19-20				
Commerce St W	H:9-10	Lake St N	J:2	Sanhurst Cir W	H:18	Woodruff Ave N	K:18				
Cope Ave W	G:15-16	Lakeview Ave N	C-D:13	Sandhurst Dr W	H:10-12,14-15,17,19	Woodruff Ave W	K:18				
County Road B W	H:1-20	Larpenteur Ave W	L:11-20	Sandy Hook Dr N	A:17						
County Road B2 W	F:4-20	Laurie Rd W	H:3,8,12								
County Road C W	D:1-20	Lexington Ave N	A-L:12								
County Road C2 W	B:1-14	Lincoln Dr N	B-D:8								
County Road D W	A:1-7,12-16	Lindy Ave N	I,L:12								
S County Service Dr W	E:5	Little Bay Rd N	A:17-18								
Crescent Ln W	I:19	Long Lake Rd N	A-F:3								
Dale Ct N	K:16	Loren Rd W	J:5								
Dale St N	C-L:16	Lovell Ave W	G:13-16								
Dellwood Ave N	I-L:11	Lovell Ln W (Private)	G:13								
Dellwood St N	C-E,G,H:11	N Lovell Ln (Private)	G:13								
Dellwood St N (Private)	G:11	S Lovell Ln	G:13								
Dionne Ave W	L:19	Lydia Ave W	A-B:1,4,6-14								
Dionne St W	L:12-13	Lydia Ct N	A:1								
Draper Ave W	J:3-4,11,13	Lydia Dr W	A-B:14								
Draper Dr W	J:6	Mackubin St N	C-D,J,L:17								
Dunlap St N	E-F,L:12	Manson St N	B:1								
Eldridge Ave W	I:5,7-8,10-12,16,18	Maple Ln W	B:1,7-8,20								
Elmer St W	J:19-20	Maple Lane Ct W	B:19								
Emerald Ridge W	L:16	Marion Rd N	H:3								
Eustis St N	E,H:1	Marion St N	B-I,L:20								
Evelyn St N	A:5	Matilda Cir N	F:19								
Evergreen Ct N	J:5	Matilda St N	B-D,F-G:19								
Fairview Ave N	A-J:6	McCarron St W	J:20								
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20								
Farrington Ave N	B,I:19	S McCarrons Blvd W	K-L:18-20								
Farrington Cir N	F:19	Merrill St N	B-C,H,K:11								
Farrington Ct N	A:19	Mid Oaks Ln	J:8								
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8								
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4								

Places of Worship			
Name (Alphabetical by Denomination)	Address	Phone	Map
Frontline Church & Outreach Center (All)	2819 Hamline Ave N	636-2594	C:10
Christ Temple (Apostolic)	2651 Hamline Ave N	628-9090	D:10
Real Life Church (Assemblies of God)	2353 Chatsworth St N	490-5433	G:13
Bethany Baptist Church (Baptist)	2025 Skillman Ave W	631-0211	I:5
Calvary Baptist Church (Baptist Gen. Conf.)	2120 Lexington Ave N	487-2855	I:13
Roseville Baptist Church (Baptist SBC)	211 County Road B2 W	484-9604	F:20
Vietnamese Buddhist Association (Buddhist)	475 Minnesota Ave W	482-7990	G:18
Corpus Christi Catholic Church (Catholic)	2131 Fairview Ave N	639-8888	I:6
St. Rose of Lima (Catholic)	2048 Hamline Ave N	645-9389	I:11
Rose Hill Alliance (Christian Alliance)	2105 Roselawn Ave W	631-0173	J:4
Church of Christ Roseville (Church of Christ)	241 Larpenteur Ave W	488-5688	L:20
St. Christopher's Episcopal Church (Episcopal)	2300 Hamline Ave N	633-4589	G:11
Roseville Covenant Church (Evangelical Covenant)	2865 Hamline Ave N	633-5526	C:10
Grace Church of Roseville (Independent Bible)	1310 County Road B W	633-6479	G:10
North Heights Lutheran Church (Lutheran)	2701 Rice St N	484-2049	D:20
Galilee Lutheran Church (Lutheran)	145 N McCarrons Blvd W	488-6769	J:20
Lutheran Church of the Resurrection (Lutheran)	910 County Road D W	484-1292	A:14
St. Michael's Lutheran Church (Lutheran)	1660 County Road B W	631-1510	I:8
Advent Lutheran Church (Lutheran ELCA)	3000 Hamline Ave N	633-3232	A:11
Roseville Lutheran Church (Lutheran ELCA)	1215 Roselawn Ave W	487-7752	J:12
Prince of Peace Lutheran Church (Lutheran ELCA)	2561 Victoria St N	454-4144	E:14
King of Kings Lutheran Church (Lutheran LCMS)	2330 Dale St N	484-5142	G:17
Emmanuel Mennonite Church (Mennonite GC MC)	2800 Arona St N	636-9303	C:9
Centennial United Methodist Church (Methodist)	1524 County Road C2 W	633-7644	B:9
North Como Presbyterian Church (Presbyterian USA)	965 Larpenteur Ave W	488-5581	L:14

City Parks and Facilities			
Park Name		Acres	Map Ref
Acorn		44.25	E:19,20
Applewood Overlook		2.42	C:9,10
Applewood Park		2.09	C:9,10
Autumn Grove		6.61	A,B:10
Bruce Russell		1.93	J:12
Central Park		225.00	D:15,E:13-17,F:17
Concordia Park		4.75	G:17
Cottontail		6.40	B:11
Evergreen		3.94	I:7
Howard Johnson		9.05	D:11
Keller Mayflower		2.26	I:12
Ladyslipper		16.52	A:19,20
Langton Lake		53.54	A-C:6
Lexington		8.45	I:12
Mapleview		3.26	B:19
Materion		8.51	G:19,20
Memorial Park			D:12
Oasis		14.44	B,C:7,8
Owasso Ballfields		4.37	D:14
Owasso Hills		8.51	B,C:17
Pioneer		4.71	J:14
Pocahontas		5.69	E:10
Reservoir Woods		109.75	J:15-16,K:17
Rosebrook		8.28	E:8
Sandcastle		3.37	A:1,2
Tamarack		6.46	K,L:19
Valley		10.61	A:15
Veterans		3.57	D:12
Villa		40.83	I,J:17,18
Willow Pond		14.76	F:11
Woodhill		2.63	D:19
Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12
* For all police or fire emergencies, dial 911			
Library / Post Office			
Facility	Address	Phone	Map Ref
Ramsey County Library	2180 Hamline Ave N	628-6803	H:11
Roseville Post Office	2000 County Road B2 W	631-0628	F:5
Schools / Colleges			
Name	Address	Phone	Map Ref
Brimhall Elementary School	1744 County Road B W	638-1958	I:7
Central Park Elementary School	535 County Road B2 W	481-9951	F:17
Concordia Academy	2400 Dale St N	484-8429	G:17
Fairview Community Center	1910 County Road B W	631-1013	I:6
King of Kings	2400 Dale St N	484-9206	G:17
Northwestern College	3003 Snelling Ave N	631-5100	A:8
North Heights Lutheran	2701 Rice St N	484-7825	D:20
Christian Day School			
Parkview Center School	701 County Road B W	487-4360	H:16
Roseville Area High School	1240 County Road B2 W	635-1660	G:11-12
Roseville School District 623	1251 County Road B2 W	635-1600	F:11
St. Rose of Lima	2072 Hamline Ave N	646-3832	I:11
Financial Institutions			
Key	Name	Address	Map Ref
B1	Affinity Plus Federal Credit Union	2730 Snelling Ave N	D:9
B2	Bremer Bank	1715 County Road B2 W	F:8
B3	Community National Bank	1501 County Road C W	D:9
B4	Interbank	1875 County Road B2 W	F:6
B5	North Star Bank	1820 Lexington Ave N	K:13
B6	Premier Bank	1875 Highway 36 W	G:6
B7	TCF	Har Mar Mall	I:9
B8	TCF	2167 Lexington Ave N	H:12
B9	Teacher's Federal Credit Union	2150 Lexington Ave N	I:13
B10	Twin City Co-op Credit Union	1935 County Road B2 W	F:6
B11	US Bank	2690 Snelling Ave N	D:9
B12	US Bank (Byerly's)	1601 County Road C W	D:8
B13	Wells Fargo Bank	2440 Fairview Ave N	F:7

Medical Clinics				
Key	Facility	Address	Phone	Map Ref
M1	Now Care	1955 County Road B2 W	635-0054	F:7
M2	Rosedale Medical Center	1835 County Road C W	(763)785-4300	D:6
M3	Twin Lakes Eye Center	1835 County Road C W	638-1555	D:6
Major Shopping Centers				
Name	Address		Stores	Map Ref
Crossroads of Roseville	1643-1655 County Road B2 W		20	F:8
Hamline Center	2797-2833 Hamline Ave N		18	C:10
Har Mar	2100 Snelling Ave N		54	I:9
Lexington Plaza	1680-1754 Lexington Ave N		25	L:13
Lexington Plaza Shoppes	1739-1787 Lexington Ave N		12	L:12
McCarron Hills	1681-1717 Rice St N			L:20
Rosedale	1595 Highway 36 W		143	G:7,8
Rosedale Commons	2480 Fairview Ave N		19	F:7
Rosedale Marketplace	2401-2439 Fairview Ave N		12	F,G:6
Rosedale Square	1601-1677 County Road C W		25	D:8
Rosedale Square North	2701-2717 Lincoln Dr N		14	C:8
Roseville Center	1121-1215 Larpenteur Ave W		21	L:12
Roseville Crossings	Lincoln Dr at Snelling/County C		8	D:8
Rosewood	2181-2195 Snelling Ave N		6	H:8
Supermarkets				
Name	Address		Phone	Map Ref
Byerly's	1601 County Road C W		633-6949	D:8
Cub Foods	2100 Snelling Ave N		633-9740	I:9
Rainbow Foods	1201 Larpenteur Ave W		488-1825	L:12
Super Target	1515 County Road B W		633-0000	H:9
Hotels / Motels				
Name	Address		Phone	Map Ref
Comfort Inn	2715 Long Lake Rd N		636-5800	D:3
Country Inns & Suites	2905 Snelling Ave N		628-3500	B:8
Courtyard by Marriott	2905 Centre Pointe Dr		746-8000	B:4
Days Inn	2550 Cleveland Ave N		636-6730	E:5
Fairfield Inn	3045 Centre Pointe Dr N		636-7869	A:4
Marriott Residence Inn	2985 Centre Pointe Dr N		636-0680	B:4
Motel 6	2300 Cleveland Ave N		639-3988	G:5
Radisson	2540 Cleveland Ave N		636-4567	E:5
Super 8	2401 Prior Ave N		636-8888	G:5
Restaurants				
Key	Restaurant	Address	Phone	Map Ref
American				
R1	Applebee's	1893 Highway 36 W	697-0648	G:6
R2	Arby's	2105 Snelling Ave N	636-6222	I:8
R3	Arby's	Rosedale Center	636-4460	G:7
R4	Baker's Square	1881 Highway 36 W	631-3322	G:6
R5	Boston Market	2720 Lincoln Dr N	631-1110	D:8
R6	Buffalo Wild Wings	Har Mar Mall	636-9464	I:9
R7	Byerly's Minnesota Grill	1601 County Road C W	633-6949	D:8
R8	Charley's on Centre Pointe	2905 Centre Pointe Dr N	746-8000	B:4
R9	Chili's Grill & Bar	1840 County Road B2 W	633-7718	F:6
R10	Countryside	2851 Snelling Ave N	633-4422	C:8
R11	Eddington's	Har Mar Mall	697-9794	I:9
R12	Fuddrucker's	2740 Snelling Ave N	636-3833	D:9
R13	Great Steak and Potato	Rosedale Center	697-1710	G:7
R14	Granite City Food and Brewery	The Plaza at Rosedale	209-3500	G:8
R15	Joe Senser's Sport Grill & Bar	2350 Cleveland Ave N	631-1781	G:5
R16	KFC	2087 Snelling Ave N	631-8133	I:8
R17	Key's Cafe & Bakery	1682 Lexington Ave N	487-5397	L:13
R18	Macy's Marketplace	Rosedale Center	639-6721	G:7
R19	Major's Sports Cafe	2801 Snelling Ave N	379-1180	C:8
R20	Old Chicago	Har Mar Mall	639-0303	I:9
R21	Old Country Buffet	2480 Fairview Ave N	639-0088	F:7
R22	Perkins	1495 County Road B W	633-8080	H:9
R23	Pippins	2887 Snelling Ave N	639-0633	B:8
R24	Ruby Tuesday	Rosedale Center	635-0985	F:7
R25	TGI Friday's	2480 Fairview Ave N	636-9539	F:7
Bagels				
R26	Bruegger's Bagels	2712 Lincoln Dr N	635-0185	D:8
R27	St. Paul Bagelry	1702 Lexington Ave N	488-1700	L:13
Burgers				
R28	Burger King	2080 County Road C W	631-1798	E:4
R29	Burger King	2151 Snelling Ave N	636-7972	I:8
R30	McDonald's	2075 Snelling Ave N	631-1630	I:8
R31	Snuffy's Malt Shop	1125 Larpenteur Ave W	488-0241	L:12
R32	Wendy's	1899 Perimeter Dr W	636-3545	G:6
Chinese / Asian				
R33	Big Bowl Asian Kitchen	Rosedale Center	636-7173	G:8
R34	China Jen Restaurant	2193 Snelling Ave N	633-3113	H:8
R35	China Restaurant	2811 Hamline Ave N	636-8385	C:10
R36	Chinese Gourmet Express	Rosedale Center	631-0622	G:7
R37	E Noodle Cafe	1711 Rice St N	488-1246	L:20

Recycling Day	Single Unit		Other				Total
	Single Unit	Townhome	Double Dwelling	Half Double Dwelling	Two Family	Three Family	
Monday	2,124	504	14	10	2	3	2,657
Tuesday	1,317	85	10	12	10	3	1,437
Wednesday	1,338	118	28	28	16	3	1,531
Thursday	2,332	80	36	6	14	0	2,468
Friday	1,159	90	8	0	8	3	1,268
City Wide	8,270	877	96	56	50	12	9,361

Source: Single Unit + Other
Ramsey County Total 8,484
Property Records Townhome
19-Jan-16 Total 877
Total SFD 9,361

City of Roseville - Multi Family Complex Recycling Service Level

Apartments - Rental	Address	# units	# Carts
Aquarius Apartments	2425 County Road C2	99	3 paper, 3 containers
Brittany Apartments	175 Larpenteur Avenue	17	1 paper, 1 containers per building,
	1722, 1725, 1735, 1738 Woodbridge Court	62	weighted to prevent blowing over
Centennial Gardens East	1405-1425 Terrace Drive / 1400-1420 Centennial Drive	95	2 paper, 2 containers per complex
Centennial Gardens West	2815-2845 Pascal Street	95	
1363 County Road B		11	1 paper 1 containers
1610 County Road B		11	1 paper 1 containers
1647 County Road B		11	1 paper 1 containers
2447 County Road B		17	1 paper 1 containers
Coverdale Apartments	1725 Dellwood Street	12	1 paper 1 containers
Dale Terrace Apartments	720 County Road B	42	2 paper, 2 containers
1144 Dione Street		23	2 paper 2 containers
1614 Eldridge Avenue		11	1 paper 1 containers
1615 Eldridge Avenue		11	1 paper 1 containers
1624 Eldridge Avenue		11	1 paper 1 containers
1625 Eldridge Avenue		11	1 paper 1 containers
1634 Eldridge Avenue		11	1 paper 1 containers
1635 Eldridge Avenue		11	1 paper 1 containers
Garley Apartments	1634 County Road B	11	1 paper 1 containers
2180 Haddington Road		5	1 paper 1 containers
Hamline Terrace	1360-1410 Terrace Drive	102	3 paper, 3 containers
2900 Highcrest Road		11	1 paper 1 containers
2950 Highcrest Road		12	1 paper 1 containers
Hillsborough Apartments	240-250 Grandview Avenue	86	1 paper, 1 container per station in
	2335-2345 Woodbridge Street	120	garage, 4 stations, caretakers bring
			carts to west parking garage
			entrance
Hilltop Apartments	160-170 Elmer Street	34	2 paper 2 containers
Karie Dale Apartments	2355-2393 Dale Street	44	1 paper, 1 containers per dumpster -
			two dumpsters
Lar Dale Apartments	655 Larpenteur Avenue	17	1 paper 1 containers
The Lexington	2755 Lexington Avenue	150	4 containers, 4 3 yd cardboard
			dumpsters
Lexlawn	1943 Lexington Avenue	17	1 paper 1 containers
Lexington Court	2192-2206 Lexington Avenue	52	1 paper, 1 containers per dumpster -

City of Roseville - Multi Family Complex Recycling Service Level

			two dumpsters
Lexington Twins	1890-1900 Lexington Avenue	22	2 paper 2 containers
Marion Apartments	195-221 Larpenteur	58	1 paper, 1 containers per building, weighted to prevent blowing over
	1720 Marion Street	29	
	1735, 1740, 1745 Marion Street	87	
1705 Marion Street		3	1 paper, 1 containers
1750 Marion Street		24	1 paper 1 containers
McCarrons Apartments	166-204 North McCarrons Boulevard	56	1 paper, 1 containers per dumpster - two dumpsters
161 McCarrons Street		11	1 paper 1 containers
161 Minnesota Avenue		6	1 paper 1 containers
Northwestern College Apartments	1610 Lydia Avenue	23	1 paper 1 containers
Talia Place	3020 Old Highway 8	11	1 paper 1 containers
Parkview Manor	2202-2210 Dale Street	34	3 paper, 2 containers
Palisades	535-570 Sandhurst Drive	330	1 paper 1 containers per building in garage 5 buildings
2125 Pascal	2125-2133 Pascal Street	22	1 paper 1 containers per building - two buildings
Riviera Apartments	885-965 Highway 36	32	1 paper 1 containers
Riviera Apartments	925, 965 W. Highway	64	1 paper 1 containers per building - two buildings
Rose Hill Estates	591-601 County Road B	35	2 paper 2 containers
	2194 Dale Street	17	
Rose Mall Apartments	2201-2221 Albert Street	54	15 carts total
	1430-1440 Commerce Street	36	
	2190-2220 Pascal Street	72	
Rose Park Apartments	2128-2136 Fry Street	22	2 paper, 2 containers
Rose Vista Apartments	1222-1238 Rose Vista Court	154	14 carts total
Rosedale Estates	2735-2855 Rice Street	360	16 carts total
Roselawn Apartments	1125 Roselawn Avenue	17	1 paper 1 containers
Roselawn Village	1074 Roselawn Avenue	22	2 paper 2 containers
Rosetree Apartments	655 Highway 36	48	2 paper 2 containers
Roseville Terrace	1759 Dunlap Street	18	1 paper 1 containers per building - two buildings
	1760 Fernwood Street	17	
Sienna Green	2225-2265 Snelling Avenue	120	1 paper, 1 container per building, 6 buildings
Sienna Green II	2275 Snelling Ave. N	46	2 paper 2 containers

City of Roseville - Multi Family Complex Recycling Service Level

1629 Skillman Avenue	1629-1635 Skillman Avenue	14	1 paper 1 containers
Snelling Terrace	2906-2930 Snelling Avenue	48	2 paper 2 containers
2980 Snelling Avenue	Northwestern College	17	1 paper 1 containers
2610 Snelling Curve		17	1 paper 1 containers
South Oak Apartments	1080 County Road D	25	1 paper 1 containers
Sun Place Apartments	1721 Marion Street	30	1 paper 1 containers
Terrace Park	1420 Terrace Drive	36	2 paper 2 containers in garage
Valley 8 Apartments	3050 Old Highway 8	85	1 paper 1 containers per dumpster - two dumpsters
Victoria Place	2250 Victoria Street	58	4 carts, 1 2 yd for cardboard
Apartments - Senior Housing Rental	Address	# units	# Carts
Applewood Pointe	1480 Applewood Court	94	1 paper 1 containers per floor - three floors - caretaker brings to driveway
Applewood Pointe - Langton Lake	1996 Langton Lake Drive	48	1 paper 1 containers per floor
Cherrywood Pointe	2996 Cleveland Ave	50	3 paper, 3 containers
Eagle Crest	2925-2945 Lincoln Drive	216	4 paper, 4 containers
Coventry Seniors Apartments	2820 Snelling Ave (109) 2775-2839 Asbury St (40)	149	10 carts
Greenhouse Village	1024 Larpenteur	102	8 carts - 4 of each
Heritage Place	563 County Road B W	50	2 paper 2 containers 3 yd cardboard dumpster
Rosepointe	2545-2555 Hamline Avenue	190	6 carts, 2 2-yd for cardboard
Roseville Seniors	1045 Larpenteur Avenue	127	3 paper, 3 containers
Rosewood Estates	2750 Victoria Street	106	2 paper, 2 containers
Sunrise Assisted Living	2555 Snelling Avenue N	77	6 carts
Villas at Midland Grove	1940 Fulham Street	32	1 paper, 1 containers each floor, 3 floors
Condominiums	Address	# units	# Carts
Bonaventure	3090 Lexington Avenue	30	3 paper, 2 containers
Executive Manor Condos	3153-3155 Old Highway 8	72	3 containers, 3 paper
Hamline House Condos	2800 Hamline Avenue	150	4 paper, 4 containers
Lake Josephine	3076 Lexington Avenue	23	3 carts of each
McCarrons Lake Condos	185 N McCarrons Blvd	42	3 carts of each

City of Roseville - Multi Family Complex Recycling Service Level

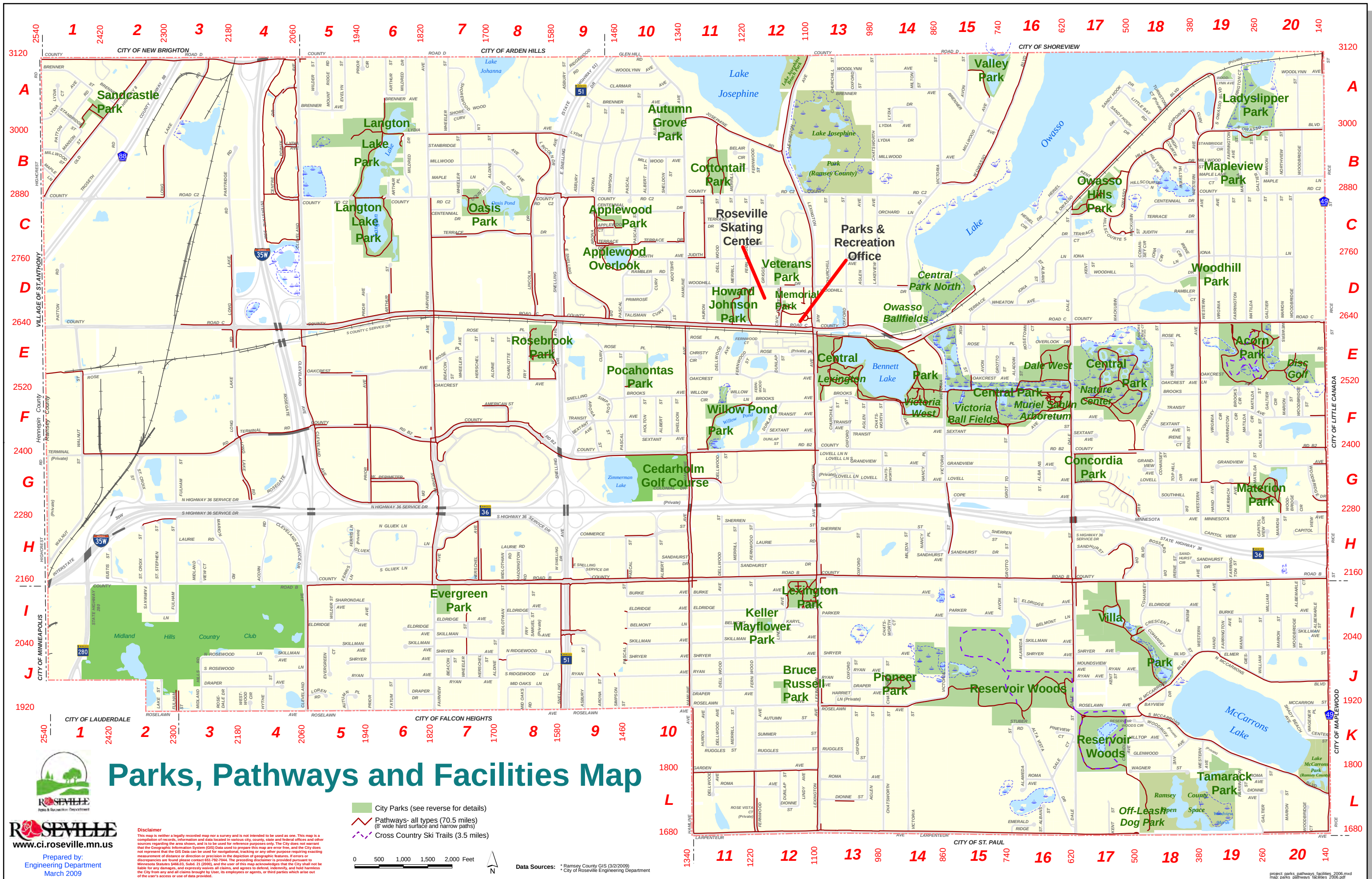
Midland Grove Condos	2200-2250 Midland Grove Road (private)	174	9 carts 3 4-yd for cardboard
Parkview Estate	2670-2700 Oxford Street	204	2 paper, 3 containers in each building - 4 buildings
Ramsey Square	2700-2730 Dale Street	192	1 paper, 1 containers per building, 4 buildings
Roseville Commons	2496 County Road C2 W	30	2 paper, 2 containers in garage
Rosewood Village	1620-1690 Highway 36	201	4 sets caretaker brings to tipping location on east edge of parking lot
Villa Park	500 County Road B	95	2 carts 1 2-yd for cardboard
Townhomes - Rental	Address	# units	# Carts
Roseville Townhomes	3085 Old Highway 8	40	2 containers, 1 paper dumpster per building, 2 buildings
Samuel Street (2086-2090)	2086 units 5-8, 2087 units 1-4, 2090 units 9-12	12	2 paper 2 containers
Mobile Home Parks	Address	# units	# Carts
Roseville Mobile Home Park	2599 Lexington Avenue	107	3 paper, 3 containers
Office Building	Address	# units	# Carts
State Farm Office Bldg	2201 Lexington	8	1 paper, 1 containers

2006 – 2014 Roseville Recycling Composition

Type of Material	2006	2007	2008	2009	2010	2011	2012	2013	2014
	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage	% of Total Tonnage
Total Annual Tons	3,441	3,681	3,556	3,281	3,322	3,244	3,173	3,225	3,212
Papers									
News Mix	63.98%	56.46%	66.00%	61.65%	59.68%	51.53%	56.86%	54.40%	56.27%
Cardboard	6.71%	13.23%	4.50%	5.48%	7.34%	10.33%	9.09%	8.78%	8.59%
Boxboard	2.37%	7.60%	2.60%	5.48%	3.79%	7.04%	5.81%	2.54%	4.48%
Wet Strength	0.36%	0.10%	0.50%	0.00%	1.77%	0.46%	0.50%	0.58%	0.84%
Phone Books	1.33%	0.11%	0.10%	0.02%	0.12%	0.14%	0.28%	0.37%	0.00%
Milk Cartons & Juice Boxes	Not collected	Negligible	Negligible	Negligible	0.02%	0.03%	0.47%	0.07%	0.31%
Textiles	0.40%	Negligible	Negligible	0.02%	0.02%	Negligible	0.20%	0.09%	0.11%
Residual	0.24%	0.11%	0.50%	0.06%	0.07%	0.27%	0.19%	0.07%	N/A
TOTAL	75.40%	76.60%	74.20%	72.72%	72.81%	69.79%	73.40%	66.90%	70.60%
Containers									
Total Glass	14.89%	15.15%	16.70%	17.54%	17.31%	18.08%	16.94%	18.78%	17.58%
Steel Cans	2.64%	2.00%	2.40%	2.43%	2.65%	2.49%	2.38%	3.30%	2.09%
Aluminum	1.48%	1.10%	1.40%	1.40%	1.43%	2.10%	1.37%	1.99%	1.13%
Total Plastics	4.70%	4.01%	4.60%	5.75%	5.67%	6.94%	5.63%	7.29%	6.13%
Residual	0.89%	0.15%	0.70%	0.17%	0.12%	0.60%	0.28%	1.74%	N/A
TOTAL	24.60%	22.40%	25.80%	27.28%	27.19%	30.21%	26.60%	33.10%	26.93%
									2.47%

2015 Roseville Recycling Composition

Type of Material	Percentage
News Mix	54.08
Cardboard	7.35
Mixed Paper	4.38
Carrier Stock	0.74
Phone Books	0.00
Textiles	0.16
Aluminum Cans	0.98
Steel Cans	2.12
HDPE Natural	1.12
HDPE Col	1.00
PET	3.11
Tubs and Lids	0.66
Thermoform	0.20
Mix Glass	21.36
Milk Cartons/Juice Boxes	0.19
Residual	2.55
2015 Total Tonnage	3,305



Street Index <i>(key to grid locator on city map)</i>					
Acorn Rd N	H:4	Fisk St N	E:15	Mildred Dr N	A,B:6
Aglen Ave N	C,D:13	Fry St N	E-F:I:8	Millwood Ave W	B:7,8,10,13-15
Aglen St N	F,K:13	Fulham St N	G-J:2	Millwood St W	B:1,19
Aladdin St N	E:16	Galtier Cir N	F:20	Milton St N	A,H:14
Alameda St N	I,K:16	Galtier St N	B-D,F,L:19	Minnesota Ave W	G:18-20
Albemarle Ct N	I:20	Garden Ave W	K:11,12	Moundsview Ave W	J:17
Albemarle St N	I:20	Giesmann St N	I,J:19	Nancy Pl N	G,H:14
Albert St N	A,B,F,H:10	Glen Hill Rd W	A:10	Nature View Ct N (Private)	E:18
Aldine St N	B,E,J:7	Glenwood Ave W	K:17,18	Northview St N	B:20
Alta Vista Dr N	K,L:16	Gluek Ln W	H:5,6	Oakcrest Ave W	E:5-8,11,12,15,18
American St N	F:7,8	N Gluek Ln W	H:6	Oakcrest Ln W	E:19
Applewood Ct W	C:9	S Gluek Ln W	H:6	Old Highway 8 N	A,B:1,2
Arona St N	A-C,F,J:9	Grandview Ave W	G:13-16,18-20	Orchard Ln W	C:14
Arthur Pl N	B:6	Griggs St N	C,D:12	Overlook Dr W	E:16
Arthur St N	A:6,D:6	Grotto St N	E-H:15	Owasso Hills Dr W	B:18,C:17
Asbury St N	A,B,J:9	Haddington Rd N	H:8	S Owasso Blvd W	A-C:16-20
Auerbach Ave N	G:19	Hamline Ave N	A-L:10	W Owasso Blvd N	A,B:15-16
Autumn Pl W	J:5	Hand Ave N	G,I:19	Oxford St N	A,C-F,H,J,K:13
Autumn St W	K:12	Harriet Ln W (Private)	J:13	Parker Ave W	I:13-15
Avon St N	A,E,I:15	Heinel Cir W	C:16	Partridge Rd N	B:3,4
Bayview Dr W	J:18	Heinel Dr W	A-D:15-17	Pascal St N	A-F,H-J:10
Beacon St N	E,J:7	Herschel Ave N	H:7	Patton Rd N	A,B,D:1
Belair Cir W	B:11	Herschel St N	J:7	W Perimeter Dr W	G:6
Belmont Ln W	I:10,11,16	Highcourte N	B:18	Pineview Ct W	K:16
Bossard Dr N	H:18	Highcrest Rd N	A-B,G-H:1	Primrose Curv W	D:10
Brenner Ave W	A:5,6,9,10,13-15	Highpointe Curv N	A-B:18	Prior Ave N	B-G,I-J:5
Brenner Ct W	A:2	Hillscourte North W	B:18	Prior Cir N	A:5
Brenner St W	A:1	Hillscourte South N	C:17	Rambler Ct W	D:18
Brooks Ave W	F:8,9,10,12-14,18,19	Hillsvieview East N	B:18	Rambler Rd W	D:10
Brooks Cir N	F:19	Hillsvieview West N	B:18	Rice St N	A-L:20
Burke Ave W	I:10-14,19,20	Hilltop Ave W	K:17	N Ridgewood Ln W	J:8
Capitol View (Private)	H:20	Holton St N	F:10	S Ridgewood Ln W	J:8
Capitol View Ave W	H:19,20	Huron Ave N	K:11	Ridgewood Rd N	A:9
Capitol View Cir N	H:19	Huron St N	C-D:11	Roma Ave W	L:11-13,16,19
Centennial Dr W	C:7,9,10,18	Highway 35W N	A,B:4,G-H:1-4	Rose Pl W	E:1,2,7-12,15,16,18
Center St W	K:20	N Highway 36 Service Dr W	G:3-4,6	Rosedale Dr N	J:3
Centre Pointe Dr N	A-B:4	S Highway 36 Service Dr W	H:3-4,7-8,17	Rosegate	F-G:4
Chandler Ave N	K:17	Highway 88 N	A-C:1-3	Roselawn Ave W	J:2-14,17
Charlotte St N	E:8	Highway 280 N	H-J:1	Rosetown Ct N	E:16
Chatsworth St N	A,B,F,G,J,L:13	Hythe St N	J:4	Rose Vista Ct W (Private)	L:11
Christy Cir W	E:11	Iona Cir N	C:18	N Rosewood Ln W	J:3,4
Churchill St N	A,C,D,F:13	Iona Ln W	C-D:16-20	S Rosewood Ln W	J:3,4
Civic Center Dr N	D:12	Irene Cir N	C:18	Ruggles St W	K:11-13
Clamar Ave W	A:9,10	Irene Ct W	F:18	Ryan Ave W	J:5-7,9-13,17
Cleveland Ave N	A-F,I,J:4,G:4-6	Irene St N	E,F,H,I:18	St Albans St N	C,F,G,L:16
Cleveland Service Dr N	F-G:5,H:4	Josephine Rd W	B:11,12	St Croix St N	G,H:2
Cohansey Blvd N	H-J:18	Judith Ave W	C:10-13,18	St Stephen St N	H:2
Cohansey Cir N	C:18	Karyl Pl W	I:12	Samuel St N (Private)	I:8
Cohansey St N	E-G:18	Kent St N	B, D, J, I, L:17	Sandhurst Cir W	H:18
Colonial Dr W (Private)	G:10	Lake St N	J:2	Sandhurst Dr W	H:10-12,14,15,17,19
Commerce St W	H:9,10	Lakeview Ave N	C,D:13	Sandy Hook Dr N	A:17
Cope Ave W	G:15,16	Larpenteur Ave W	L:11-20	Sextant Ave W	F:9,10,12,15,16,18
County B Rd W	H:1-20	Laurie Rd W	H:3,8,12		
County B2 Rd W	F:4-20	Lexington Ave N	A-L:12		
County C Rd W	D:1-20	Lincoln Dr N	B-D:8		
County C2 Rd W	B:1-14	Lindy Ave N	I,L:12		
County D Rd W	A:1-7,12-16	Little Bay Rd N	A:17-18		
Crescent Ln W	I:18	Long Lake Rd N	A-F:3		
Dale Ct N	K:16	Loren Rd W	J:5		
Dale St N	C-L:16	Lovell Ave W	G:13-18		
Dellwood Ave N	H-L:11	Lovell Ln W (Private)	G:13		
Dellwood St N	C-E, G-H:11	N Lovell Ln W (Private)	G:13		
Dellwood St N (Private)	G:11	S Lovell Ln W (Private)	G:13		
Dionne Ave W	L:19	Lydia Ave W	A,B:1,4,6-14		
Dionne St W	L:12,13	Lydia Ct N	A:1		
Draper Ave W	J:3,4,11,13	Lydia Dr W	A,B:14		
Draper Dr W	J:6	Mackubin St N	C,D,J,L:17		
Dunlap St N	E,F,L:12	Manson St N	B:1		
Eldridge Ave W	I:5,7,8,10-12,16,18	Maple Ln W	B:1,7,8,20		
Elmer St W	J:19-20	Maple Lane Ct W	B:19		
Emerald Ridge W	L:16	Marion Rd N	H:3		
Eustis St N	E,H:1	Marion St N	B-I,L:20		
Evelyn St N	A:5	Matilda Cir N	F:19		
Evergreen Ct N	J:5	Matilda St N	B-D,F,G:19		
Fairview Ave N	A-J:6	McCarron St W	J:20		
Fairways Ln N	I:2	N McCarrons Blvd W	J:18-20		
Farrington Ave N	B, I:19	S McCarrons Blvd W	K,L:18-20		
Farrington Cir N	F:19	Merrill St N	B,C,H,K:11		
Farrington Ct N	A:19	Mid Oaks Ln	J:8		
Farrington St N	B-D,H,L:19	Mid Oaks Rd	J:8		
Fernwood Ave N	K-L:11	Midland Grove Rd N	H:4		
Fernwood Ct N	E:12	Midland Hills Rd N	J:3		
Fernwood St N	C-E,G-J:11	Midland View Ct N	H:3		
Ferris Ln N	H:5	Midlothian Rd N	H,I:8		

City Parks and Facilities			
Park	Acreeage	Map Ref	
Acorn	44.25	E:19,20	
Applewood Overlook	2.42	C:9,10	
Applewood Park	2.09	C:9,10	
Autumn Grove	6.61	A,B:10	
Bruce Russell	1.93	J:12	
Central Park	225.00	D:15,E:13-17,F:17	
Concordia Park	4.75	G:17	
Cottontail	6.40	B:11	
Evergreen	3.94	I:7	
Howard Johnson	9.05	D:11	
Ladyslipper	16.52	A:19,20	
Langton Lake	53.54	A-C:6	
Lexington	8.45	I:12	
Mapleview	3.26	B:19	
Materion	8.51	G:19,20	
Mayflower	2.26	I:12	
Memorial Park		D:12	
Oasis	14.44	B,C:7,8	
Owasso Ballfields	4.37	D:14	
Owasso Hills	8.51	B,C:17	
Pioneer	4.71	J:14	
Pocahontas	5.69	E:10	
Reservoir Woods	109.75	J:15-16,K:17	
Rosebrook	8.28	E:8	
Sandcastle	3.37	A:1,2	
Tamarack	6.46	K,L:19	
Valley	10.61	A:15	
Veterans	3.57	D:12	
Villa	40.83	I,J:17,18	
Willow Pond	14.76	F:11	
Woodhill	2.63	D:19	
Facility	Address	Phone	Map Ref
City Hall	2660 Civic Center Dr	792-7000	D:12
Parks and Recreation Office	2660 Civic Center Dr	792-7006	D:12
Skating Center	2661 Civic Center Dr	792-7007	D:12
Brimhall Community Gymnasium	1744 County Road B W	638-1958	I:7
Central Park School Community Gym.	535 County Road B2 W	481-9951	F:17
Roseville Gymnastics Center	1240 County Road B2 W	635-1660	G:11-12
Cedarholm Golf Course	2323 Hamline Ave N	792-7011	G:10
Harriet Alexander Nature Center	2520 Dale St N	792-7012	F:17
Roseville Fire Administration*	2701 Lexington Ave N	792-7009	D:12
Roseville Police Department*	2660 Civic Center Dr	792-7008	D:12

*For all police or fire emergencies - dial 911

Park Name	Address	Total # of		Building/Field	Pathway	Service
		Carts	Parking Lot			
Acorn	2806 Cty Rd C W	17	2	2	13	Weekly
Applewood	2838 Arona St	1			1	Every other week
Applewood Overlook	2838 Arona St	1			1	Every other week
Autumn Grove	1365 Lydia Ave W	5	1	2	3	Every other week
Bruce Russell	1175 Roselawn Ave W	1		1		Every other week
Central Park - Dale East, HANC	2520 Dale St N	4	1	1	2	Weekly
Central Park - Dale West	2525 Dale St N	5	2	1	2	Weekly
Central Park - Lexington	2540 Lexington Ave N	24	2	4	18	Weekly
Central Park - North	816 Heinel Dr N	1			1	Weekly
Central Park - Victoria Ballfields	2490 Victoria St N	9	3	3	3	Weekly
Central Park - Victoria West	2495 Victoria St N	10			10	Weekly
Concordia	2394 Dale St N	2		2		Every other week
Cottontail	1281 Cty Rd C2 W	1			1	Every other week
Evergreen	1810 Cty Rd B W	6	1	1	4	Weekly
Howard Johnson	1260 Woodhill Dr	4	1		3	Every other week
Keller Mayflower	2070 Fernwood St	1		1		Every other week
Langton	1894 Cty Rd C2 W	8	4		4	Weekly
Lexington	2131 Lexington Ave N	7	1	1	5	Every other week
Mapleview	2917 Matilda St	2			2	Every other week
Oasis	1700 Cty Rd C2 W	5	1		4	Every other week
Owasso Ballfields	2659 Victoria St N	2	2			Weekly
Owasso Hills	593 Owasso Hills Dr	1			1	Every other week
Pocohontas	2540 Pascal St	2			2	Every other week
Reservoir Woods	1901 Alta Vista Dr	2			1	Every other week
Rosebrook	2590 Fry St	5	2	1	2	Every other week
Sandcastle	3060 Patton Rd	2	1		1	Every other week
Tamarak	1745 Farrington St	1			1	Every other week
Valley	3110 Avon St	2			2	Every other week
Veterans	1135 Woodhill Dr	2			2	Every other week
Villa	2055 Cohansey Blvd	5			5	Every other week
Willow Pond	1283 Cty Rd B2 W	1			1	Every other week
Total		139	24	20	95	

Attachment A - Proposal Content Checklist

Proposers must prepare six hard copies and one electronic copy of the submissions that follow the format and sequence specified in this RFP. Submission must be printed on 100% post-consumer recycled content paper and one electronic copy of the proposal formatted in Microsoft WORD on a USB flash drive.

Proposers shall complete and submit this checklist of items for inclusion in the proposal. Each item must be submitted on a separate page. This checklist may also be filled out electronically using the attached Form version.

Responsiveness (Pass/Fail)

The Contractor must submit the following in order to be considered responsive:

- ☐ Completed Proposal Submittal Form and Affidavit of Non-Collusion (Attachment B)
- ☐ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation
- ☐ List of firm's Principal Officers' names, and name, addresses and contact information (telephone, email, fax) for designated contact person
- ☐ A comprehensive cart rollout plan and schedule for the initial cart distribution (Section 5.04)
- ☐ Examples of monthly and annual reports (Section 6.01)
- ☐ Example of the Contractor's annual report and educational materials sent to MUD building owners (Section 6.03)
- ☐ A statement clearly specifying the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed (Section 7.01)
- ☐ Certification of end markets (Section 7.06)
- ☐ Examples of proposer's public education materials including education tags (Section 5.06 and 6.05)
- ☐ List of references – similar to what was previously submitted electronically
- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Capability Form (Attachment D)
- ☐ Pricing Forms (Attachment E)
- ☐ Value Added Plan (Attachment F)

Formatting Requirements

Contractor must follow the formatting requirements of the following Attachments.

- ☐ Project Capability Plan (Attachment C)
- ☐ Project Community Values Form (Attachment D)
- ☐ Value Added Plan (Attachment F)

In order to minimize bias, the attachments identified above must NOT contain any names that can be used to identify the Contractor. Templates of these Attachments in Word format are available for download.

Contractors are NOT allowed to re-create, re-format, or modify the Attachment templates (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

Attachment B

**PROPOSAL SUBMITTAL FORM
COMPREHENSIVE RECYCLING COLLECTION SERVICES**

**CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113**

TO: Ryan Johnson
Environmental Specialist
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Sir:

- 1. The following proposal is made for Comprehensive Recycling Collection Services as described in the Specifications provided to the prospective contractors.
- 2. The undersigned certifies that the specifications contained herein have been carefully examined and understood and that at no time will misunderstanding of said specifications be pleaded.
- 3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive any informalities and technicalities without explanation.
- 4. If a corporation, what is the State of Incorporation? _____
- 5. If a partnership, state full names of all co-partners: _____

- 6. The contractor, in compliance with the Notice Requesting Proposals for Comprehensive Recycling Services, hereby submits the following proposal:

Official Address:

Firm Name:

By: _____
Title: _____
Date: _____

**AFFADAVIT AND INFORMATION REQUIRED OF BIDDERS
(RFP SUBMITTERS)**

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposals, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official reviewing the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public
My Commission expires _____, 20____

Attachment C

Project Capability Plan

This template must be used. The Project Capability Plan should identify the Contractor’s capability to meet the requirements for recycling service. The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Project Capability 1 Claim: _____

Documented Performance: _____

Project Capability 2 Claim: _____

Documented Performance: _____

Project Capability 3 Claim: _____

Documented Performance: _____

Project Capability 4 Claim: _____

Documented Performance: _____

Project Capability 5 Claim: _____

Documented Performance: _____

Project Capability 6 Claim: _____

Documented Performance: _____

Attachment D

Project Community Values Capability

This template must be used. The Contractor must identify its capability to meet the Community Values:

- Collection Operations – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, Multi-family dwelling recycling
- Resident and Community Engagement Efforts – which includes Voluntary expansion to businesses, Effective frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, Outreach to low participating communities, Outreach using electronic communications
- Environmental– which includes Experience with Zero Waste events, Reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

The capability claims should be prioritized (list the most important claims first). The Contractor may add or delete Project Capability Claim table templates, but do not exceed the two-page limit. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Contractor has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Community Values Capability 1 Claim: _____

Documented Performance: _____

Community Values Capability 2 Claim: _____

Documented Performance: _____

Community Values Capability 3 Claim: _____

Documented Performance: _____

Community Values Capability 4 Claim: _____

Documented Performance: _____

ATTACHMENT E

PRICE WORKSHEET

Instructions for Roseville RFP price worksheet

All proposers must fill out at least one proposal scenario price worksheet. Pages two and three may be filled out electronically using the attached Form version of this attachment. In addition, proposers also may complete the optional Additional alternate proposal scenario worksheet. Proposers may submit multiple scenarios.

Proposers may fill in the attached form or use their own in similar formats. However, the contents in the attached price worksheet must be included if alternative formats are submitted.

The basic revenue share formula outline within this RFP can be summarized as a portion of the Proposer's materials sales revenue from commodities less processing costs for these commodities. Alternative revenue sharing formula may be proposed. The City has a stated preference for using the specified published indexes as a means to simplify the accounting of proposed revenue share. Proposers can indicate from zero to 100 percent revenue share for percent of published price index. Thus, vendors can opt out of the revenue share component by simply inserting zero percent for the commodities for each scenario proposed. Alternate revenue sharing formula can be proposed, but these must be clear with examples for each alternate formula. Also, vendors proposing alternate revenue sharing formula must justify how the monitoring and accounting of the alternate formula will be at least as simple as the basic revenue share formula contained within this RFP.

The City will use the assumed tonnage and material splits in Exhibit C for calculating the net revenue share back to the City from all proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

ATTACHMENT E – 1

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 3 Year Term

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 2

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 3 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 3

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$_____ per MUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 4

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 3 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$_____ per MUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 5

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per Pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 6

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 3 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per Pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 7

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 3 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per Pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 8

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 3 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per Pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 9

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 3 Year Term Contractor Owned Carts

- ☐ Single Stream Weekly
- ☐ Single Stream Every Other Week
- ☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per Pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 10

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 3 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per Pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 11

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 5 Year Term

Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 12

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario – 5 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Single Unit Dwelling per Month \$ _____ per SUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 13

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$_____ per MUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 14

MULTI-UNIT DWELLING COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi-Unit Dwelling Collection Scenario – 5 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi-unit dwelling per Month \$_____ per MUD

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 15

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 16

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Parking Lots – 5 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 17

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 18

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Adjacent to Buildings (walk up) – 5 Year Term City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 19

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 5 Year Term Contractor Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT E – 20

CITY PARK COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. City Park Collection Scenario: Trails & Pathways – 5 Year Term

City Owned Carts

☐ Single Stream Weekly

☐ Single Stream Every Other Week

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Recycling Cart at a City Park per Month \$_____ per pulled CART

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less processing cost per ton _____ per ton

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

Attachment F

Value Added Plan

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

Item 1 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

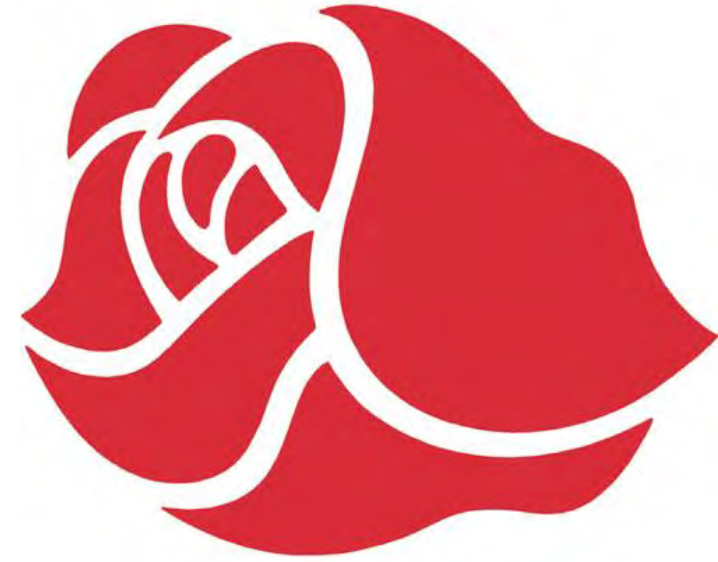
Item 2 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 3 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 4 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 5 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____

Item 6 Claim: _____
How will this add value? _____
Documented Performance: _____
Cost Impact: _____



2017 Recycling RFP

PUBLIC WORKS ENVIRONMENT & TRANSPORTATION
COMMITTEE

JANUARY 26, 2016

2017 Recycling RFP

- General updates
- Contract Term: 3 or 5 Year
- Proposal with Costs for recycling within Roseville Parks
- Proposal with Costs for the addition of Organics
- Partial dumps
- Revenue Share
- Cart Ownership (City vs. Contractor)
- Zero Waste Event Staffing
- Costs

Contract Term

- 3 Year: January 1, 2017 and ends December 31, 2019
- 5 Year: January 1, 2017 and ends December 31, 2021
- Potential for two, one year extensions if mutually agreed upon

Proposal with Costs for recycling within Roseville Parks

➤ Section 5.21. Collection, Page 23-24

Contractor shall provide a proposal for recycling services in City Parks. The proposal should include servicing (pulling) carts that are adjacent to parking lots, adjacent to buildings, and on trails. The contractor should also include the removal and placement of carts in the spring and fall. Exhibit D is the list of parks and number of carts that will need servicing either weekly, or every other week. The Recycling Coordinator will inform the contractor on scheduling the servicing, dates for removal and placement of the carts.

Curbside Collection of Residential Organics

➤ Section 5.05. Collection, Page 19

The City may consider the option to offer curbside organics (food waste and non-recyclable paper) collection during the term of the agreement. Proposers should address in their Value Added Plan, including cost and collection method, a proposal for curbside collection of organics. The City retains the rights to initiate negotiations with the Contractor to implement curbside organics collection.

Partial Dumps

➤ Section 5.11. Missed & Partial Dump Collection Policy & Procedures, Page 21

➤ 8.05 Liquidated Damages, Page 35

Partial Dumps would be defined as a report by a resident that their recycling cart was not fully emptied, and the recyclables were not over-packed into the cart.

Revenue Share

- Revenue Share currently 100% to the City, Section 8.04. Revenue Sharing, Page 31-34
- If Revenue Share is less than the processing cost, the revenue share is \$0.00.

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total	% Change vs. previous year
2006	\$7,328.07	\$6,470.76	\$7,366.49	\$7,371.29	\$8,276.15	\$7,756.15	\$5,903.35	\$7,226.06	\$6,354.46	\$6,310.02	\$8,540.55	\$7,810.58	\$86,713.93	
2007	\$7,833.53	\$6,635.21	\$9,383.84	\$9,850.45	\$9,224.59	\$8,917.43	\$10,027.22	\$10,471.46	\$9,503.32	\$11,017.46	\$12,655.98	\$10,877.64	\$116,398.13	34%
2008	\$11,027.09	\$9,869.71	12,262.35	\$12,625.01	\$13,752.46	\$12,713.37	\$15,192.49	\$16,251.89	\$16,483.87	\$10,667.34	\$3,503.28	\$630.84	\$134,979.70	16%
2009	\$146.65	\$546.04	\$1,727.92	\$1,740.36	\$1,893.08	\$2,087.38	\$2,777.13	\$3,258.05	\$4,421.35	\$5,035.89	\$4,792.94	\$6,934.73	\$35,361.52	-74%
2010	\$6,548.11	\$6,424.67	\$8,138.25	\$9,456.56	\$8,985.75	\$9,699.31	\$7,828.76	\$7,693.92	\$7,522.19	\$8,605.67	\$11,081.25	\$12,762.16	\$104,746.60	196%
2011	\$11,229.48	\$12,280.73	\$15,044.20	\$16,597.19	\$16,932.55	\$16,569.55	\$15,311.54	\$16,594.03	\$15,330.20	\$13,842.29	\$12,191.45	\$10,421.55	\$172,344.76	65%
2012	\$8,667.41	\$8,475.43	\$11,005.11	\$11,053.48	\$9,202.35	\$8,324.85	\$6,481.18	\$5,484.87	\$4,197.14	\$3,837.67	\$4,321.99	\$5,883.62	\$86,935.10	-50%
2013	\$5,739.59	\$4,813.29	\$5,253.69	\$6,856.80	\$6,292.18	\$5,195.20	\$4,936.48	\$5,020.13	\$4,748.44	\$5,200.17	\$5,238.43	\$6,542.91	\$65,837.31	-24%
2014	\$6,164.53	\$2,560.32	\$3,628.85	\$5,814.19	\$6,509.04	\$5,834.21	\$6,467.44	\$6,139.13	\$6,527.74	\$5,908.23	\$3,822.61	\$3,177.79	\$62,554.08	-5%
2015	\$984.54	(\$1,455.14)	(\$2,247.58)	(\$2,212.92)	(\$3,505.86)	(\$3,417.39)	(\$2,465.43)	(\$2,875.19)	(\$3,286.66)	(\$3,838.58)	(\$3,964.80)	(\$4,715.38)	\$984.54	-98%

Cart Ownership (City vs. Contractor)

- Quotes for both Scenarios: City and Contractor Owned Carts
- Ramsey County has a grant program that will pay for 50% of a City's Cart purchase if they opt to own the cart
- Foth recommends cart ownership, and utilizing Ramsey County Grant program
- Estimated # of carts to own: ~12,000
- Cost per cart: \$45
- Cost: \$540,000
- Ramsey County Grant: \$270,000

Zero Waste Events

- Current RFP

- Living Smarter Fair (discontinued), Earth Day, Run for the Roses, & Wild Rice Festival

- New RFP

- Earth Day, Taste of Rosefest, Run for the Roses, & Wild Rice Festival

- Section 5.05. Collection, Page 19

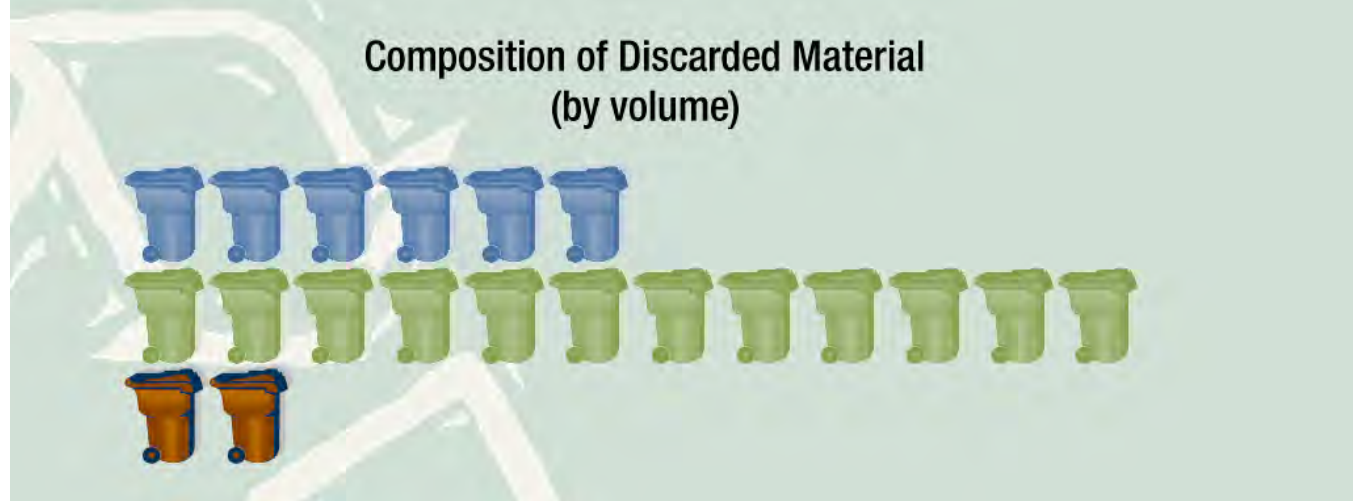
The contractor shall be responsible for attending the events to monitor the collection stations, and educate residents. All material (organic, recyclables, trash) collected shall be the responsibility of the Contractor for appropriate processing, or disposal. Organics shall be disposed of at a permitted organics composting facility.

Zero Waste Events: Taste of Rosefest 2015



With help and cooperation from many Rotary members, volunteers, vendors, and attendees we recycled 243 pounds and composted 370 pounds. Most impressively, we only generated 5 bags of trash, weighing 61.55 pounds. Overall, by weight 91% of all discards were either composted or recycled.

The chart below shows how much was discarded by volume. Only two carts were needed for trash while it took 18 carts to collect all the recycling and compost generated at Taste of Rosefest.



Costs

- Current Contract w/ Eureka Recycling
 - *Roseville has one of the lowest (if not the lowest) rates in the metro area*
 - *2014: \$2.22/unit (~\$412,000 annually)*
 - *2015: \$2.26/unit (~\$420,000 annually)*
 - *2016: \$2.31/unit (~\$429,000 annually)*
- 2013 RFP Process
 - *3 proposals total in Foth Price Comparison*
 - *Proposer 1- \$4.58/unit (~\$853,000 annually)*
 - *Proposer 2- \$2.88/unit (~\$536,000 annually)*
- *County wide average for curbside pickup, contractor owned carts, every other week:
~\$3.20/unit*

Next Steps

➤ Staff

- Tonight: Receive comments and input.
- Incorporate comments/input.
- City Council agenda for February 22

Questions

Public Works Environment & Transportation Commission Comments on 2017 Recycling Request for Proposal

The Public Works Environment & Transportation Commission (PWETC) reviewed the draft Recycling Request for Proposals (RFP) and supporting documentation during their 26-Jan-16 and 23-Feb-16 meetings. The full RFP is attached as Attachment A, and below is a summary of the comments provided by the PWETC. The Commission also reviewed the comments that were submitted on Speak Up Roseville. The overview of those comments is provided in a separate attachment.

Section 5.01, Service Requirements, Page 13

Biweekly pickup was supported by the Commission but they would like the Review Panel to look at the pricing of weekly to see if there is any cost benefit.

Section 5.04, Multi-unit dwellings, Page 15-16

Members reviewed the multi-unit pick up process and recommended that wording be changed to provide more flexibility for which containers could be used for servicing. The recommended language was added to the RFP and states that carts and/or dumpsters can be utilized for recycling, or another appropriately sized container suitable for the site. Members were in favor of looking into a “price per pull” cost for servicing multi-unit dwellings. The price per pull would reflect the number of recycling containers at a multi-unit building that get serviced, and not simply based on the total number of apartments at a building. The price per pull could ensure that there are adequate recycling containers at a building, which could lead to an increase in monthly and annual recyclables recovery.

Section 5.05, Organics Collection, Page 19

Members were in favor of reviewing a proposal for the collection of residential organics (food waste and non-recyclable paper). They recognize the benefit of an organics collection program as an opt-in option where property owners would pay a separate fee.

Section 5.19, City Park Recycling, Page 24-25

Within the RFP, contractors are to propose how they would service recycling containers within City Parks. Proposers should identify how they would collect the materials at different locations (adjacent to parking lots, buildings, or on trails, and at what costs). Increasing recycling within City Parks is part of the City’s SCORE Grant with Ramsey County. To meet these goals, staff are looking at different options: 1) have a contractor service all the carts within a parks; 2) have City Staff service the all the containers, or some of them, and dump the recyclables at a central location for the contractor to pick up; 3) change nothing with the current program. Members commented that they City should look into the cost of all options and determine how it fits with the budget, and also Staff availability. Members also discussed the timing of the pickups whether it should be the same day as the section that it is in, or if all the parks should be picked up on one day. One member recommended that pickup be the same day as the zone it was in.

Section 8.01, Term of Contract, Page 31-32

PWETC members were in favor a Three Year Term for recycling, but would like to see pricing for the Five Year option with two extensions for a total of 7 years. This would allow the review panel to find potential price breaks for servicing single unit and multi-unit dwellings. These different term scenarios would also include a potential cost if the City decides to own their own carts, versus having a contractor own them. The members were in favor of the City owning the carts if there was enough budget available to purchase them, and if it didn't increase the cost a significant amount to the residents. Members were also in favor of utilizing a grant from Ramsey County that would offset the cost of the recycling cart purchase by 50%. If the recycling budget couldn't fund the cart purchase, a member proposed using Revenue Share to purchase carts as funding allowed in the future.

Section 8.04, Revenue Sharing, Page 32-34

The PWETC discussed the Revenue Share component of the RFP and discussed how it would impact the monthly, annual, and full term price of the service. Overall, Members want the best price available for the residents. This could be achieved through a revenue share and commodity prices, or without a revenue share and a fixed cost.

Section 8.05, Performance Penalties, Page 34-37

Members of the Commission recommended changing Liquidated Damages to Performance Penalties. The change in language could make it easier for the City to impose a fee to the Contractor for not fulfilling the conditions within the Contract and RFP. Members also noted that there should be a clear definition of how each penalty amount was derived, and that each amount wasn't an arbitrary number.

Section 10.08, Evaluation Criteria, Page 46-47

Lastly Members reviewed the Evaluation Criteria for Weighting found on Page 47 of the RFP. A recommendation was made to modify the percentages as follows: to reduce the Community Value's Score by 10% and increase Past Performance and the Value Added Plan components by 5% each to 15%. To evaluate the proposals, Members commented on two different scenarios on who should be on the Review Panel: one was to have staff wholly comprise the Panel; another option was to include staff, a member of the PWETC, and potentially a citizen. Members discussed the options and did not make a formal recommendation.

Throughout the RFP with no specific page numbers

General wording recommendations for the RFP were provided by the PWETC. Items noted during discussion included: defining MRF (Materials Recovery Facility), clarifying Clean up, Annual Work Plan, Work Plan, Plan, etc. The recommendations from the members were incorporated into the updated RFP to add clarification. A member noted that the City should incorporate language from our Municipal Separate Storm Sewer System (MS4) Permit. This would ensure the City is protected during contractor incidents that spill material, fluids, etc., and ensure proper and timely cleanup and reporting. Language from the MS4 Permit was incorporated into the RFP. Most notably, language was added that identifies who to contact if a spill occurs, and how any damage caused to the City infrastructure would be paid for.

Speak Up Roseville: Recycling Discussion

Overview created on 02/16/2016 from website responses. For full list of responses, visit:

<http://speakuproseville.org/>

1. Topic: Overall Satisfaction with Roseville's Recycling Program

Majority of the residents who answered are happy with Eureka and satisfied with the recycling service. For those who aren't satisfied, most were unhappy with the fees, missing their pickups due to the every other week schedule, and the customer service at Eureka.

Total Responses: 14

Satisfied: 11

Unsatisfied: 2

2. Topic: Pickup frequency

Most residents are happy with the bi-weekly pickup. Some residents have trouble remembering what day their pickup is on. Other residents fill their bins and have to use other containers to hold their recycling so they feel the weekly schedule would work better.

Total Responses: 12

Satisfied with Bi-Weekly: 8

Unsatisfied with Bi-Weekly: 3

3. Topic: How easy is it to recycle in Roseville?

The residents who answered said that they liked the single-sort. They feel single-sort makes it easy to recycle and residents would not want to go back to dual sort. One resident said they think recycling should be turned back to the free market and have several options to pick from rather than one imposed by the city.

Total Responses: 12

Satisfied with single-sort: 11

Unsatisfied with single-sort: 1

4. Topic: Recycling in parks and on trails

Of the residents who answered, many felt like we need to have increased recycling in city parks. Of the residents who were in favor of increased park recycling, they would be willing to have increased fees to make recycling more available. Residents feel there needs to be more recycling bins at the entrance and exit of every trail. Others feel that residents already pay enough in taxes and would not want extra fees for recycling.

Total Responses: 8

Would like more recycling: 5

Against more recycling: 1

5. Topic: [Organics recycling](#)

Many of the residents use the Ramsey County compost centers, however they don't feel it is convenient in the winter time because the centers are open less days. Many residents think this is an interesting concept but would not want the extra cost to be substantial. They also feel that this service should be optional by household. Many residents mentioned our leaf recycling center on Dale Street and mentioned adding an organics recycling option there.

Total Responses: 11

Would like Curbside Pickup: 5

Do not want Curbside Pickup: 5

6. Topic: [Missing Options?](#)

Some residents feel as though recycling should be voluntary. They do not feel that residents should be forced to recycle and pay for it. Some feel that residents should be able to sign up for individual contracts with recycling companies if they choose to recycle. On the other hand, there were many residents against an open system. They feel this would create more trucks on the streets if residents had individual contracts. Many residents said that recycling should be encouraged and mandatory. Other residents feel they would like more education on recycling and composting.

Total Responses: 7

Agreement for Comprehensive Recycling Services

This Agreement ("Agreement") is made on the thirteen day of October 2013, between the City of Roseville, a municipal corporation (hereinafter "City"), and The Neighborhood Recycling Corporation d.b.a. Eureka Recycling, a Minnesota Corporation, with its principal place of business at 2828 Kennedy Street Northeast, Minneapolis, Minnesota 55413 (hereinafter "Contractor").

Preliminary Statement

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

The City and Contractor agree as follows:

1. **Scope of Work Proposal.** The Contractor agrees to provide the comprehensive recycling services shown in Section 5 (General Requirements for All Collections), Section 6 (Annual Reporting and Promotional Activities) and Section 7 (Materials Processing and Marketing) of the City's Request for Proposals ("Work") in consideration for the compensation set forth in Provision 3 below. The Work shall be performed using Single-Stream Collection illustrated in the Project Capability Plan, the Community Values Plan and the Value Added Plan of the Contractor's Proposal in the designated zones detail in the Recycling Zones Map. The performance of the Work shall be subject to the provisions contained in Section 8.05 (Liquidated Damages) of the Request for Proposals which provisions are incorporated into and made an integral and binding part of this Agreement. Section 5, 6, 7, 8.05 and the Project Capability Plan, the Community Values Plan and the Value Added Plan of the Contractor's Proposal and the Recycling Zones Map are attached hereto as Exhibit A.

Contractor shall survey residents as to their preferred cart size. That survey shall include (at a minimum) bin dropped material, a phone hotline, online ordering and a city-wide mailing. Contractor shall deliver carts beginning Monday, February 3, 2014 with collection of recyclables using the carts to commence on Monday, February 17, 2014.

The Contractor shall pay all costs associated with the initial cart order and rollout. The Contractor shall pay all costs for swapping out the carts.

The Contractor will maintain a sufficient new and replacement cart inventory that will be purchased by the Contractor. The Contractor shall, at its own expense, service and repair carts to meet supply and demand needs for the entire term of the contract.

For plastics that residents set out for recycling for which there are no viable markets (specifically post-consumer #3 PVC plastic packaging or #6 Polystyrene plastic, low or high densities) if the Contractor can determine an item is #3 or #6 plastic prior to dumping the cart they will leave it behind with a tag. Some plastics for which there are no viable markets will arrive at the processing facility. The Contractor will do its best to separate these unrecyclable plastics out from the rest of the recyclable plastics at the processing facility.

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program.

2. **Term.** The term of this Agreement shall be from January 1, 2014, through December 31, 2016, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Contractor pursuant to the relevant portions of Attachment E-1 of the Contractor's proposal attached hereto as Exhibit B and as follows:

City agrees to pay Contractor \$2.22 per residential dwelling unit per month in 2014 for weekly curbside collection, processing and marketing of recyclables. For 2014 the City certifies that there are 9,611 residential curbside units that will receive service. The City will notify the Contractor by December 1 of each year what the certified number of curbside units will be for the subsequent year. In 2015 the City will pay Contractor \$2.26 per residential dwelling unit per month; and \$2.31 per residential dwelling unit in 2016.

The City agrees to pay Contractor \$2.22 per certified multi-family dwelling unit per month in 2014. City shall determine the number of units that will receive service during a given month by the last Monday of the previous month. For 2011 the City certifies that there are 6,076 residential multi-family dwelling units. In 2015 the City will pay Contractor \$2.26 per multi-family dwelling unit per month; and \$2.31 per multi-family dwelling unit in 2016.

Compensation will be subject to the following:

- A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
- B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4. **City Assistance.** The City agrees to provide the Contractor with the following assistance concerning the Work to be performed hereunder:
 - A. Depending on the nature of the Work, Contractor may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Contractor to enter upon public and private land and property as required for the Contractor to perform and complete the Work.
 - B. The City shall furnish the Contractor with a copy of any special standards or criteria promulgated by the City relating to the Work that is needed by the Contractor in order to prepare for the performance of the Work.
 - C. When dealing with contamination issues at multi-family properties, the City will assist the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.
 - D. The City's Public Works Director or designee shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.
5. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. The Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. Invoices submitted shall be paid in the same manner as other claims made to the City. To receive any payment pursuant to this Agreement, invoices shall contain the following:
 - A. The current billing and past payments.
 - B. The following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

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

- A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the Contractor shall be paid for any services performed prior to the delivery upon Contractor of written notice from the City of such suspension.

- B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

Contractor shall, each quarter, pay the City one hundred percent of the net revenue from the sale of the recyclables. Net revenue will be calculated by multiplying the tons of individual material collected by the agreed upon market indices (indicated in the RFP) minus the processing fee of \$74 per ton for all recyclables processed. Because the owner of the Yellow Sheet Index discontinued the category Mixed Paper #1, the City and Contractor agree to replace that index with OMB Yellow Sheet, Chicago region for Mixed Paper #2, high side of the range.

For commodities where revenue is based on Market pricing the Contractor shall provide copies of Load Verification Forms detailing the amount of material sold, the vendor, and the price paid. The Load Verification Forms shall be included with the Contractor's monthly report to the City. The following commodities will use Market pricing confirmed by Load Verification Forms: Aseptic Cartons; Clothes, Linens and Rags; and Other Plastics

6. ***Project Manager and Staffing.*** The Contractor has designated Christopher Goodwin, Director of Customer Relations ("Project Contact") as the person for the City to contact and communicate with regarding the performance of the Work. The Project Contact shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Contractor may not remove or replace Project Contact without 30 days written notice to the City. Contractor designates (651) 222-SORT (7678) as the number for residents to call with questions, concerns and complaints.
7. ***Standard of Care.*** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.

9. **Termination.** This Agreement may be terminated at any time by the City, with cause, by delivering to the Contractor at the address of the Contractor set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates the Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another contractor to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. **Independent Contractor.** At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
13. **Assignment.** The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.
15. **Compliance with Laws and Regulations.** The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes

Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, its Council, officers, agents and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Contractor to fully perform, in any respect, all of the Contractor's obligations under this Agreement.

18. **Insurance.**

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

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

Worker's Compensation: Statutory Limits

Employer's Liability \$500,000 each accident

Commercial General Liability: \$1,500,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 Products – Completed Operations
Aggregate
\$100,000 fire legal liability each occurrence
\$5,000 medical expense

Comprehensive Automobile Liability: \$1,000,000 combined single limit (shall include

coverage for all owned, hired and non-owned vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- a. Personal injury with Employment Exclusion (if any) deleted;
 - b. Broad Form Contractual Liability coverage; and
 - c. Broad Form Property Damage coverage, including Completed Operations.
- D. Contractor shall maintain in effect all insurance coverages required under this Provision 18 at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- a. All policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 - b. All policies, except the Worker's Compensation Policy, shall contain a waiver of subrogation naming "the City of Roseville";
 - c. All policies, except the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
 - d. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and
 - e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's

obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

- E. If Contractor fails to provide the insurance coverage specified herein, the Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its contractors, subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

Contractor shall execute and deliver to City a Performance and Payment Bond with a corporate surety in the sum of \$25,000.00 or equal ("equal" may include a Letter of Credit from a banking institution approved by City). This Contract will not become effective until such a bond, in a form acceptable to City, has been delivered to City and approved by the City Attorney.

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
20. ***Dispute Resolution/Mediation.*** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated

Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

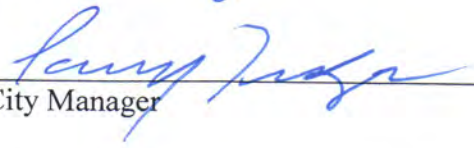
21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
22. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

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

CITY OF ROSEVILLE

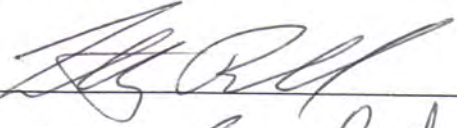


Mayor



City Manager

THE NEIGHBORHOOD RECYCLING
CORPORATION

By: 

Its: CEO - President



Specifications and Request For Proposal for Comprehensive Recycling Service

Date, 2013

Proposal accepted until 4:00 p.m. CDT
Day, Date, 2013

Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

Request For Proposals City Recycling Services

City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single-family households and multi-unit households within the

**City of Roseville
For
January 1, 2014 to December 31, 2016
Or Alternate Proposal
January 1, 2014 to December 31, 2018**

The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
Day, Date, 2013**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Kari Collins, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Kari Collins, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7023

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CITY OF ROSEVILLE

SPECIFICATIONS FOR COMPREHENSIVE RECYCLING SERVICES TO ALL RESIDENTIAL SINGLE-FAMILY HOUSEHOLDS AND MULTI-FAMILY HOUSEHOLDS

1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company that has the resources and ability to provide comprehensive residential recycling services for the entire City. Those services include collection, processing, marketing and public education.

Among the goals of the City are to maximize the fullest recovery possible of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation.

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

These specifications define the service standards, specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of these specifications, the City of Roseville has identified 9,611 Residential Dwelling Units, defined as single-family households, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Residential Dwelling Units (RDU), as specified herein. The City has identified 6,076 Multi-family Dwelling Units (MDU) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein.

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

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

Event	Date/Time
RFP Issued	June 19, 2013
Mandatory Pre-proposal Meeting	July 2, 2013
Questions Regarding RFP to be Submitted	July 12 at 4:00 p.m.
References Submitted	July 12 at 4:00 p.m.
Notification of Intent Submitted	July 12 at 4:00 p.m.
Proposals Due	July 26 at 4:00 p.m.
Interviews of Finalists	Week of August 12
Council Meeting to Authorize Contract Negotiations	August 26, 2013

These dates are subject to change as the City deems necessary.

- 2.01.** All contact by prospective Contractors and their agents about the City's RFP and procurement decision-making must only be made with the City's designated contact person, Kari Collins. Prospective Contractors are encouraged to contact Ms. Collins with questions or requests for more information.
- 2.02.** Contractors are required to attend the pre-proposal meeting at 10:00 a.m. CDT on July 2 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- 2.03.** Questions, requests for clarification or requests for information about this RFP or process must be submitted by 4 p.m. Date, 2013, in writing (preferably by email) to:
Kari Collins
Administration Department

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties recorded by the City as having received a copy of this RFP. Responses will be emailed by 4:00 p.m. Date, 2013.

- 2.04.** Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Day, Date, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked to complete a survey rating the proposer's service.

- 2.05.** All proposals must be sealed and delivered to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, **Date**, 2013, to be considered eligible. See Section 10 for details on how to submit a proposal.
- 2.06.** The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See "Evaluation Criteria" section of this RFP). Finalists will be invited to interviews with the review committee to be held the week of **Date**. Following the interviews the committee will recommend a top Contractor to the City Council.
- 2.07.** Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor. If negotiations with top-ranked Contractor are not successful, the City may then initiate negotiations with second ranked Contractor, and so on.

2.08. Once a draft contract has been successfully negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.

2.09. The new recycling contract will commence on January 1, 2014.

3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single-family homes, duplexes, triplexes and four-plexes since July 1987. The program was once a month collection from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, and weekly collection since then.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years it has expanded to collect old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated where residents sort their recycling into seven different categories to a two-sort system. The previous program was source separated and picked up the first and third weeks of the month. In 2007 Roseville switched to weekly collection.

Participation rates were between 56 and 71 percent. However, in the past five years the participation rate has been between 74 and 82 percent. Recycling tonnages were fairly constant around 2,900 tons collected annually.

Multi-family complexes were added to the program in 2003. Currently there are 97 buildings with a total of 6,076 units in the program. All new buildings are required to join the program.

4. DEFINITIONS

4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper (70%), polyethylene (LDPE) (24%), and aluminum (6%), with a tight polyethylene inside layer.

4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

4.05 City's annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City's program
- How to prepare materials
- How to receive additional information about the program

The flyer shall be delivered to homes no later than January 31 of each year.

4.06 City's designated contact person

The City has designated Administrative Assistant Kari Collins as the City's sole point of contact for prospective Contractors.

4.07 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass jars and bottles; plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5; aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

4.08 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

4.09 Collection

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

4.10 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

4.11 Contractor

The City's recycling service Contractor under the new contract beginning operation on January 1, 2014.

4.12 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include plastic, waxed or other coated cardboard.

4.13 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

4.14 Curbside recycling bins

Uniform curbside recycling bins (e.g., blue, plastic recycling tubs) in which recyclables can be stored and later placed for curbside collection, as specified by the City. Bins must include the City of Roseville's curbside recycling logo on two sides.

4.15 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

4.16 Curbside recycling service

The recycling collection service, together with related public education and other customer services, specified within this RFP utilizing curbside recycling pickup.

4.17 Dual Sort

A system where residents separate their recycling into two categories: paper products and bottles and cans (see 4.07 City-designated recyclables). Recyclables are kept in their two distinct categories through collection at curbside and transportation to a processing facility. Recyclables are then processed separately and sorted into commodities for sale.

4.18 Glass jars and bottles

Glass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

4.19 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.20 HDPE – Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

4.21 Market demand

The economic and technical capacity of markets to use recyclable material to make new products.

4.22 Market Indicator

Commodity price indices as per specified recycling industry publication or actual prices paid by specified end-market company.

4.23 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

4.24 Materials Recovery Facility (MRF)

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

4.25 Multiple family dwellings (MFD)

A building or a portion thereof containing five or more dwelling units.

4.26 Multiple family dwelling (MFD) recycling containers

Recycling containers used for multiple family dwellings (MFD) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash. Recycling containers must be maintained in proper operating condition and be reasonably clean and sanitary.

4.27 Multiple family dwelling (MFD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MFD residents that utilize MFD recycling containers as specified in 4.26 and use MFD recycling stations as specified in 4.28.

4.28 Multiple family dwelling (MFD) recycling stations

The location of MFD recycling containers will be designated by the City with agreement of the recycling Contractor and the MFD building owner. MFD recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

4.29 Non targeted materials

Non-recyclable materials that are not included in the City's recycling program. Examples of typical non-targeted items include (but are not limited to): pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

4.30 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM "Yellow Sheet."

4.31 Organics

Organic materials derived from plant and animal matter including non-recyclable paper that is collected for composting.

4.32 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

4.33 Participation Rate

A record of which specific households on a recycling route set out recyclable material at some point during a defined period of time (usually one month) as a percentage of the overall number of eligible households.

4.34 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

4.35 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

4.36 Process residuals

The normal amount of material that can not be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but not limited to bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

4.37 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

4.38 Processing center

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

4.39 Processing Fee

Agreed upon unit fee allocated towards Contractor's cost of processing various types of recyclables.

4.40 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

4.41 Set-Out Rate

The number of single family households (SFDs) that set out recyclable material each week as a percentage of the number of eligible SFDs in the City.

4.42 Single-Family Dwelling (SFD)

A building containing up to four (4) dwelling units.

4.43 Steel cans

Disposable containers fabricated primarily of steel or tin used for food or beverages.

4.44 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated spot to collect recyclable material for loading onto the truck. The driver then returns the bins/carts to the same location. The City

will compile a list of seniors, disabled and/or special needs residents who request such service.

4.45 Waste

Any delivered recyclable material that is deemed by the processor to be unable to be marketed into recycled content products. Typical “waste” in this context includes pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

4.46 Zero Waste Events

Public events where organizers plan to minimize the amount of waste generated. Then they work to recycle or compost as much as possible of the waste generated.

5. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

5.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur weekly on the day of the week designated in Exhibit A “Garbage and Recycling Collection Zones” map. Contractor may submit an alternate bid for bi-weekly collection.

5.02. Collection Vehicle Equipment Requirements

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

All vehicles must be clearly identified on both sides with Contractor’s name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

1. Two-way communications device
2. First aid kit
3. An approved fire extinguisher

4. Warning flashers
5. Warning alarms to indicate movement in reverse
6. Sign on the rear of the vehicle which states “This Vehicle Makes Frequent Stops.”
7. A broom and shovel for cleaning up spills
8. Receptacle for driver’s cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Contractor’s personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place.

Contractor shall provide copies of all internal corporate policies and procedures regarding program operation management that ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
3. Be clean and presentable in appearance, as so far as possible.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside

location so as to avoid spillage and littering or damage to the container.

7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property.
9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
10. Not smoke while inside garages, multifamily complexes or other enclosed buildings.

5.04. Recycling Containers

The Driver is required to record and report to Contractor Dispatch the location of any cart or bin that is damaged and that cart or bin shall be repaired or replaced by the Contractor or designated subcontractor within one (1) week of the report of damage.

Curbside Dual Sort

Contractor shall annually provide 500 blue plastic recycling bins for distribution to participants in the dual sort curbside recycling program. Recycling containers shall not be a prerequisite to participation. Other container types such as kraft grocery bags, boxes, and bins not exceeding 18 gallons in capacity are acceptable to the extent that route drivers readily recognize recyclables.

Multiple Family Dwellings

Contractors shall provide containers for all Multiple Family Dwellings as specified in definition 4.25 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.28.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one (1) week of the report of damage.

Curbside Single Stream

Contractors or designated subcontractor shall provide carts or bins for use in single stream collection programs. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

If the Contractor proposes to use 18-gallon bins, Contractor shall annually provide 500 blue plastic replacement recycling bins for distribution to participants in the single stream curbside recycling

program. Other container types such as kraft grocery bags, boxes, and bins not exceeding 18 gallons in capacity are acceptable to the extent that route drivers readily recognize recyclables.

If the Contractor proposes using wheeled carts, the Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory. The contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract.

The standard 64-gallon cart shall be approximately 26" x 26" x 41" in dimension, and be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacture. No contractor identification shall be on the cart.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The Contractor shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. The Contractor will work with the City to create the educational material for distribution to customers. This educational material and its distribution may meet the annual mailing requirements detailed in 6.05.

At a minimum, the plan must have the following items:

1. Single stream system instructional brochure for customers.
2. Single stream system instructions (text and images) for the City's website and newsletters.
3. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
4. Cart order quantity (including specified overage to have in stock as excess inventory).
5. Contractor's plan for cart roll-out to customers, including start and end dates.

Cart rollout shall be completed December 27, 2013. The Contractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor.

5.05. Collection

Curbside Dual Sort

Items shall be placed in paper kraft bags, City-provided blue recycling bins, designated recycling carts or any other container not exceeding 18 gallons in capacity that can reasonably be identified as containing recyclable material to be collected.

Containers shall be placed at the curbside, as specified in 4.13, by 7:00 a.m. on the designated collection day.

On the designated collection day as specified in 5.08 and Exhibit A, contractor shall empty all acceptable materials from container and any acceptable materials that are placed adjacent to container, and shall replace container at curbside as defined in 4.10 (not in the street).

Free walk-up service as specified in 4.44 shall be provided for all customers who request it.

The Contractor must conduct at least twice per year, or as agreed upon by the City and the Contractor, curbside recycling bin checks. For each recycling zone, the Contractor shall audit the contents of bins from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in an annual report to the City.

Multiple Family Dwellings

Contractor will use containers as specified in 4.26. They shall be located in multiple family dwelling recycling stations as specified in 4.28.

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multiple Family Dwellings shall receive service once a week unless a difference service frequency is agreed to by the City and the

Contractor. The City does not regulate the day of the week Multiple Family Dwellings shall receive service. Contractor shall inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service.

Curbside Single Stream

Recycling carts shall be placed at curbside on collection day, placing cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials that have been prepared according publicized procedures. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Free walk-up service as specified in 4.44 shall be provided for all customers who request it.

The Contractor must conduct at least once per quarter, or as agreed upon by the City and the Contractor, curbside recycling cart checks. Areas for cart checks must rotate between each recycling zone. The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

Organics

Roseville holds four Zero Waste events each year at which organic material is collected for composting. Roseville staff and volunteers monitor the collection stations during the events. Material collected shall be shared with the Contractor for disposal at a permitted organics composting facility.

Proposers are encouraged to address their potential for curbside collection of organics. As part of its Solid Waste Master Plan, Ramsey County is requiring cities offer residents the opportunity to recycle organic materials by the end of 2016.

5.06. City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the annual public education flyer as detailed in 4.05.

5.07. Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

Curbside

Contractor shall leave the unacceptable recyclables and leave an “education tag” indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

The driver shall record the address on forms acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

Multiple Family Dwellings

Contaminated carts of material will not be collected and a tag will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

5.08. Collection Zones

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. The number of housing units in each collection zone is detailed in Exhibit B.

5.09. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

5.10. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclables. Contractor shall have no responsibility to remove any items that are not recyclable materials and have been properly dealt with as specified in 5.07.

5.11. Missed Collection Policy & Procedures

Contractor shall have a duty to pick up missed collections. Contractor agrees to pick up all missed collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m. - 5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

5.12. Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will request the City Manager. If the City Manager cannot be reached, the Contractor shall contact the Public Works Director.

5.13. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. “*Severe Weather*” shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is –20 degrees F or colder. Upon postponement, Collector shall immediately notify the City and put notice on the Contractor’s website and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City. Collection will be made the following business day.

5.14. Holidays

Holidays means any of the following: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection in that day’s zone and subsequent days’ zones will be collected one day later, with Friday being collected on Saturday. The Contractor shall assist the City in publicizing the yearly calendar including alternate collection days.

5.15. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver’s identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

5.16. Ownership

Ownership of the recyclables shall remain with the person placing them for collection until Contractor’s personnel physically touches the recyclables for collection, at which time ownership shall transfer to the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the

residential dwelling unit will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

5.17. Scavenging Prohibited

It is unlawful for any person other than the City's recycling Contractor or the Multi Family Complex owner's independent hauler to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers (City Code 403.03). The owner, owner's employees, owner's independent hauler's employees, or City's recycling Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

5.18. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

5.19. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to,

repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

5.20. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting recyclables. The Contractor agrees not to make any claim for compensations against a City for such interference. The City of Roseville shall, whenever possible, advance information and instructions about how the Contractor may best provide services in the improvement area.

5.21 Municipal Facilities

Contractor will provide free weekly recycling service to:

1. City Hall – 2660 Civic Center Drive
2. Roseville Skating Center – 2661 Civic Center Drive
3. Public Works Maintenance Facility – 1140 Woodhill Drive
4. Fire Station One – 2701 Lexington Avenue
5. Cedarholm Golf Course – 2395 Hamline Avenue
6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
7. Evergreen Park Concession stand (in season) – 1810 County Road B
8. Owasso Ballfields Concession stand (in season) – 2659 Victoria Avenue
9. Acorn Park (in season) – 286 County Road C
10. Central Park, Victoria Ballfields (in season) – 2490 Victoria Avenue
11. Other mutually agreed upon City facilities.

Contractor will provide on-call recycling service to:

1. License Center – 2737 Lexington Avenue
2. Fire Station Two – 2501 Fairview Avenue (currently not in service)

Contractor will provide carts or other mutually agreed upon containers to facilitate that service.

5.22. Single Stream Cart Ownership

The Contractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the carts. Cart distribution will be for both for the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer. The cart shall include hot-molded logos, and in-mold label (IML) of recycling instructions per city approval. A reference example of IML recycling instructions (e.g. from another existing City recycling program) must be included with the education material in the proposal packet (Section 6.05).

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

At the end date of the contract period the carts shall become the property of the City of Roseville for use in the next contract cycle.

5.23. Existing Bins, Lids and Wheel Kits

If the City accepts the Contractor's single-stream proposal, the existing bins at residential properties become property of the homeowner. Unwanted bins may be returned to the city for recycling.

6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

6.01. Monthly and Annual Materials Reports

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

1. Gross amounts of materials collected, by recyclable material (in tons)
2. Net amounts of materials marketed, by recyclable material (in tons)
3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
4. The markets generally used for the sale of recyclables

5. Amounts of process residuals disposed (in tons)
6. Revenue share credits back to the City (if any)
7. Total number of stops
8. End Market Certification as specified in 7.06
9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multifamily recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.**

6.02. Customer Relations Report

Annually the Contractor shall provide the City with

1. A list of all customer complaints, including a description of how each complaint was resolved.
2. A list of all addresses where education tags were left for residents and why the tags were left.
3. A list of all missed pick ups reported to the Contractor.

6.03. Annual Report to Multiple Family Dwelling (MFD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MFD owners served by the City's contractor. A copy of each report to the MFD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, phone numbers, e-mail, etc.)
2. Street address of each MFD served.
3. Number of dwelling units for each MFD.
4. Description of collection services made available to occupants, including number of MFD recycling stations, number of MFD recycling containers, location of stations and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage estimates for each building.
7. Recommendations for future improvements (e.g., specific public education tools).

A copy of the Contractor's annual report to MFD building owners shall be included with the proposal.

6.04 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this annual meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. Contractor shall pay for the annual design, printing and mailing of at least 9,611 copies of a curbside program flyer. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer to the City. The flyer shall be delivered to homes no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-family complex recycling flyer to Multi Family Dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be

required to provide posters and other educational material for Multi Family Dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide (e.g., recycling education materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation (see also Sections 6.08 and 6.09). The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

6.07. Annual Work Plan

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program. These initiatives may include (but is not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The

Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

6.08. Outreach to Low Participating Communities

Contractor shall include in the annual work plan outreach efforts to low participating communities. Specifically the City seeks to engage immigrant communities. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

6.09. Outreach Using Electronic Communications

Contractor shall identify in the annual work plan outreach efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

7. MATERIALS PROCESSING AND MARKETING

7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected by the Contractor will go to recycling markets to be manufactured into recycled content goods. Preferably those markets will be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. **The proposals must clearly specify the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed.** The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Upon collection by the City's recycling Contractor, the City's Contractor shall deliver the designated recyclables to a recyclable material recovery facility (MRF), an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.29 or with written authorization from the City and the Minnesota Pollution Control Agency.

7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. In such case, the City would pay the Contractor, as additional compensation, the tipping fee at the Newport RDF plant or a mutually agreeable alternative site. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.
- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing educational materials explaining the market situation to residents.

If the City notifies the Contractor to cease collection of a particular recyclable material, the parties shall immediately meet to renegotiate the per unit fee for service.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the

arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

7.03. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of each year and a copy of the analysis provided to the City no later than April 30 of each year.

7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.36, derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

7.05. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

8. PAYMENT AND DAMAGES

8.01. Term of Contract

The term of the new recycling contract will be a period of three years from January 1, 2014 through December 31, 2016. Contractor may submit an alternate proposal for a five-year contract covering January 1, 2014 through December 31, 2018.

8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2013 the City certifies that there are 9,611 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

8.03 Multiple Family Dwelling Billing

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 6,076 multi-family dwelling units that will be receiving service as of January 1, 2014. The City will designate new or additional buildings to receive service with 30 days notice to Contractor.

8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.

C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.

D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side ferrous scrap prices.

E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).

F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

The City or the Contractor may propose other revenue sharing commodities and corresponding proposed pricing formulae, at any time during the duration of the contract. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the contract.

8.05. Liquidated Damages

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

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

a) Missed Curbside Collection

\$50 for each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out" and the recyclables were properly sorted.

b) **Missed Walk Up Collection**

\$50 per missed collection address above two misses at that address in any four consecutive collection weeks.

c) **Missed Multi Family Complex Collection**

\$50 per missed collection

d) **Throwing or Dropping Containers**

\$50 for each witnessed report of a driver throwing rather than placing, the curbside recycling container or deliberately dropping the container when the bottom of the container is more than four feet above the ground.

e) **Failure to Collect Material on a Block**

\$500 for each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul de sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."

f) **Failure to Collect an Entire Zone**

\$1,000 for each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of collection hours from the Recycling Coordinator or designated alternate.

g) **Failure to Complete a Majority (50%) of the Collection District**

\$2,500 for each incident.

h) **Failure to clean up material spilled by Contractor within six (6) hours of verbal or written notification**

\$250 each incident

- i) **Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected**

\$100 each incident
- j) **Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11**

\$250 each incident
- k) **Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts**

\$100 each incident
- l) **Failure to maintain recycling carts in proper working order as specified in 5.05**

\$100 each incident
- m) **Failure to provide a complete monthly report as specified in 6.01 and 6.02.**

\$250 each incident
- n) **Failure to return bin/cart to curbside location**

\$100 each incident
- o) **Employees smoking in enclosed structures while performing duties or extinguishing smoking material anywhere other than in container as specified in 5.02**

\$50 each incident
- p) **Failure to collect recyclables according to specifications in 5.05 and 5.08**

\$250 for each witnessed report of a driver inappropriately collecting recyclable material

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall

notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

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

Exceptions: For the purposes of this Proposal, the Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Contractor, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Contractor shall obtain the approval for the delay from the Recycling Coordinator or their designee prior to 4:00 p.m. of the scheduled Collection Day.

8.06. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.01. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract.

Contractor shall provide a Certificate of Insurance as proof of general liability coverage for bodily injury or death in the amount specified by state law. As of January 1, 2011 that is \$1.5 million for bodily injury or death and \$200,000 for damages to property.

The Certificate of Insurance shall name the City as an additional insured, and state that the Contractor's coverage shall be the primary coverage in the event of a loss.

The Contractor shall also provide a Certificate of Vehicle Liability Insurance in the amount of at least \$1,000,000.

The Contractor shall further provide a Certificate of Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate.

Contractor agrees that it shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

A 30-day written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require any of its subcontractors, if subcontracting is allowable under this contract, to comply with these provisions.

9.02. Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contract, in accordance with the Minnesota Workers Compensation Law.

9.03. Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

9.04. Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

9.05. Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and

regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

9.06. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

9.07. Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed Contract.

9.08. Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

9.09. Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

9.10. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

9.11. Retention of Records

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

9.12. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until a contract is signed by the City and the Contractor. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

9.13. Inspection of Records and Disclosure

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its duly authorized agents at any time during normal business hours, as often as the City deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's

prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and report prepared by the Contractor shall become the property of the City upon termination of the City's contract with the Contractor.

9.14. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

9.15. Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

9.16. Non-Assignability and Bankruptcy

The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations under said agreement without written approval from the City. In the event Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

9.17. Indemnification

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$40,000 or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

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

9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

9.21. Contract Conditions

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

10. SUBMITTING PROPOSALS

10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right to:

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

10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Contractor-subcontractor

relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

10.03. RFP and Proposal to Become Part of Final Contract

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

10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Day, Date, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references. References will be asked to complete an electronic survey through a third-party provider in which they rate the proposer's service. Ratings will be compiled to create an average score that will be included in the evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

10.05. How to Submit Proposals

Proposal shall be submitted to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, Day, Date, 2013, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Kari Collins
Administrative Assistant
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

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

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a compact disk (or suitable alternative disk format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative. All proposals must be printed on 100% post consumer recycled paper and the CD should be reformatted/recycled.

10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 2,900 tons per year
- Annual recyclable tonnage collected at Multi Family Complexes under the City contract = 590 tons per year
- Single family dwellings and other households that receive curbside service using curbside bins = 9,611 housing units
- Multifamily dwelling buildings that will receive MFD type of service = 5,910 housing units at 94 locations

10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists will be invited to interviews (see chart below).

At the interview proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, add value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

Evaluation Criteria and Weighting	
RFP Base Specifications	Pass/Fail
<i>Reference RFP Sections 5.04, 5.23, 6.01, 6.03, 7.01, proposal forms</i>	
Category	Weight
Project Capability	20%
<i>Reference RFP Sections 5 - 9</i>	
How Well Proposal Meets Community	20%

Values	
<i>Reference RFP Introduction and Sections 5 - 9</i>	
Price	40%
Past Performance (Survey of Other Cities)	10%
Value Added Plan	10%
Subtotal	100%
Finalists	
Interview – clarification phase	
Total	100%

The review committee will present its recommendation to the City Council at the **Date** meeting. (See Section 2, Contractor Selection Process and Schedule).

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: April 11, 2016
Item No.: 15.d
Item 15.a from March 28, 2016

Department Approval



City Manager Approval



Item Description: Twin Lakes Parkway East Collector Project – Authorization to Proceed with Final Design

BACKGROUND

On November 9, 2015, Council awarded a professional service contract for preliminary design for the Twin Lakes Area East Collector Improvements to SRF Consulting Group. This project (Attachment A) was looked into as an additional improvement related to the redevelopment of Twin Lakes Parkway. It has been indicated on several occasions and by multiple parties, that it would be advantageous to make improvements to the transportation network east of Fairview Avenue in order to encourage traffic to use Terrace Drive/Lincoln Drive/County Road C2 as a preferred route to Snelling Avenue from the intersection of Twin Lakes Parkway and Fairview Avenue.

Over the past few months, SRF has studied the corridor and presented a preliminary layout for the East Collector Area improvements (Attachment B). The major improvements identified include the following;

- Geometric improvements to the intersection of Terrace Avenue and Lincoln Avenue to make the thru movement east bound to northbound (Attachment C). The current movement is north-south. This would remain a three-way stop.
- Geometric improvements to the intersection of County Road C-2 and Lincoln Avenue to make the thru movement north bound to east bound (Attachment D). Southbound on Lincoln Drive would be the only stopped condition.
- Addition of a second left turn lane on eastbound County Road C-2 to northbound Snelling Avenue

The major goal of this project is to facilitate traffic moving east to west between Cleveland Avenue and Snelling Avenue as an alternate to County Road C. The geometric improvements as proposed would enhance this movement. By redesigning the two intersections, the east to west movement becomes more intuitive and should help traffic navigate the corridor more efficiently.

Further, the addition of a second left hand turn lane on County Road C2 should help alleviate some of the stacking that occurs during peak traffic and which will likely grow as the Twin Lakes Area redevelops.

In order to provide a second left turn lane on County Road C-2 to Snelling Avenue, the full access on County Road C2 to 2875 Snelling Avenue and 2887 Snelling Avenue would be reduced to a right in, right out. Full access would still be provided off Lincoln Drive for both properties.

The addition of the second left turn lane also requires some signal modifications to the signal light at Snelling Avenue. The Minnesota Department of Transportation currently has the signal light on its list for replacement in 2020. The additional turn lane and signal modification could be delayed until this date to provide some cost savings to the City.

POLICY OBJECTIVE

This project would enhance the City's transportation network in this area and make some improvements as identified in previous traffic studies of the Twin Lakes Area.

BUDGET IMPLICATIONS

Currently there are no additional financial implications of moving this project into final design as City staff will complete the final design.

Staff proposes using dollars returned to the City as part of the decertification of TIF 13 to fund these improvements. The City expects to receive approximately \$800,000 as a result of the TIF 13 decertification in 2017.

Preliminary construction costs are estimated at \$150,000 for the current concept plan, not including any signal upgrades or replacement. If the signal was modified prior to replacement, costs would be approximately an additional \$50,000-\$75,000.

The signal light replacement cost for the City is estimated to be \$150,000. This cost will occur even if the East Collector project does not move forward as the signal is at the end of its 30 year design life and is scheduled to be replaced in 2020. Municipal State Aid Funds are available to fund this portion of the project.

STAFF RECOMMENDATION

Authorize staff to hold a neighborhood meeting on the Twin Lakes East Collector project.

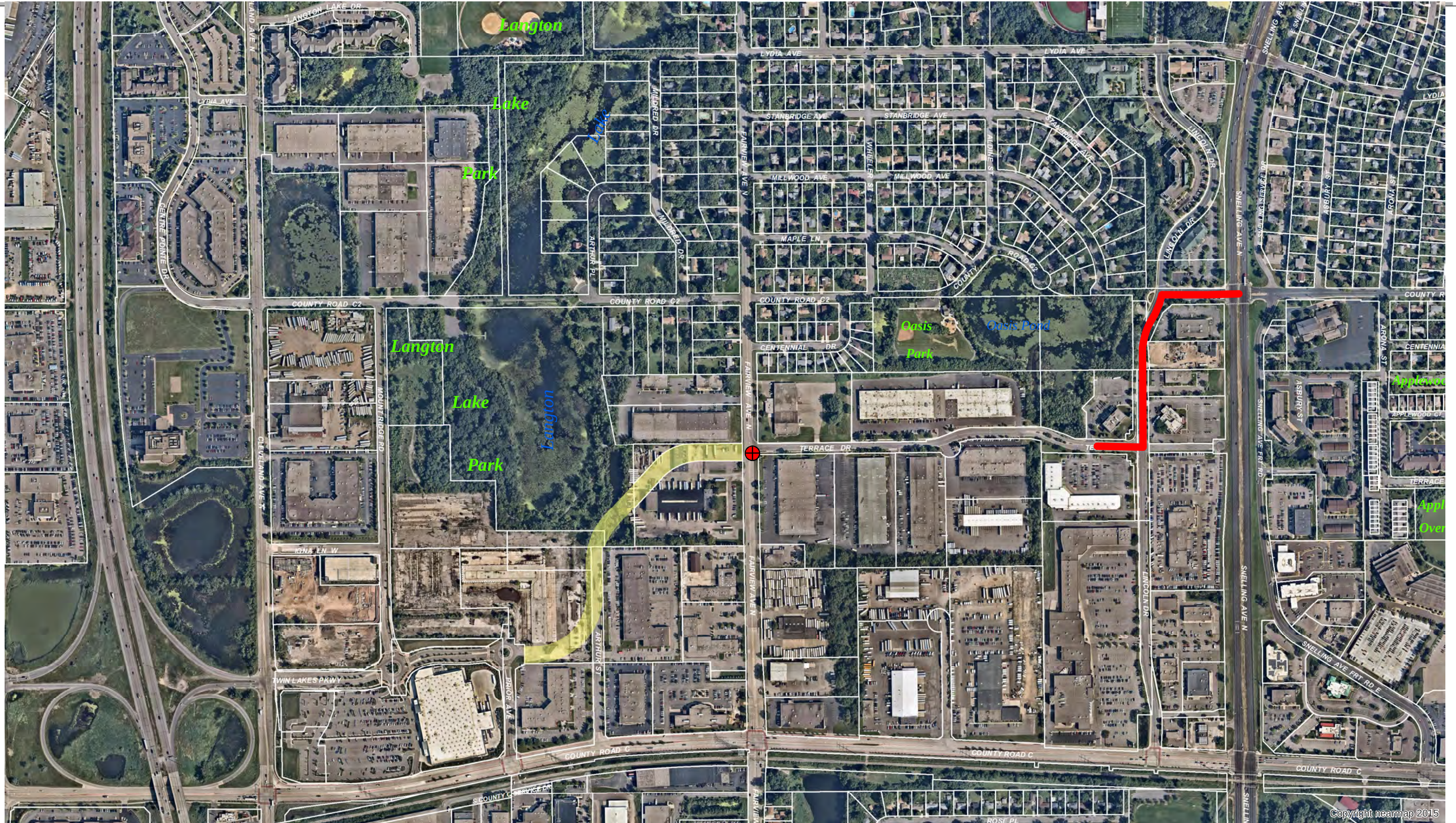
Authorize staff to complete final design of the Twin Lakes East Collector project and bring final design to Council prior to bidding.

REQUESTED COUNCIL ACTION

Authorize staff to hold a neighborhood meeting on the Twin Lakes East Collector project, complete final design of the Twin Lakes East Collector project and bring final design to Council prior to bidding.

Prepared by: Jesse Freihammer, Asst. Public Works Director/City Engineer

Attachments: A: East Collector Location Map
B: Preliminary Layout – East Collector
C: Preliminary Layout, Lincoln Drive & Terrace Ave
D: Preliminary Layout, Lincoln Drive & County Rd C-2



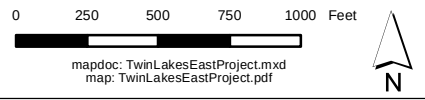
Twin Lakes East Project

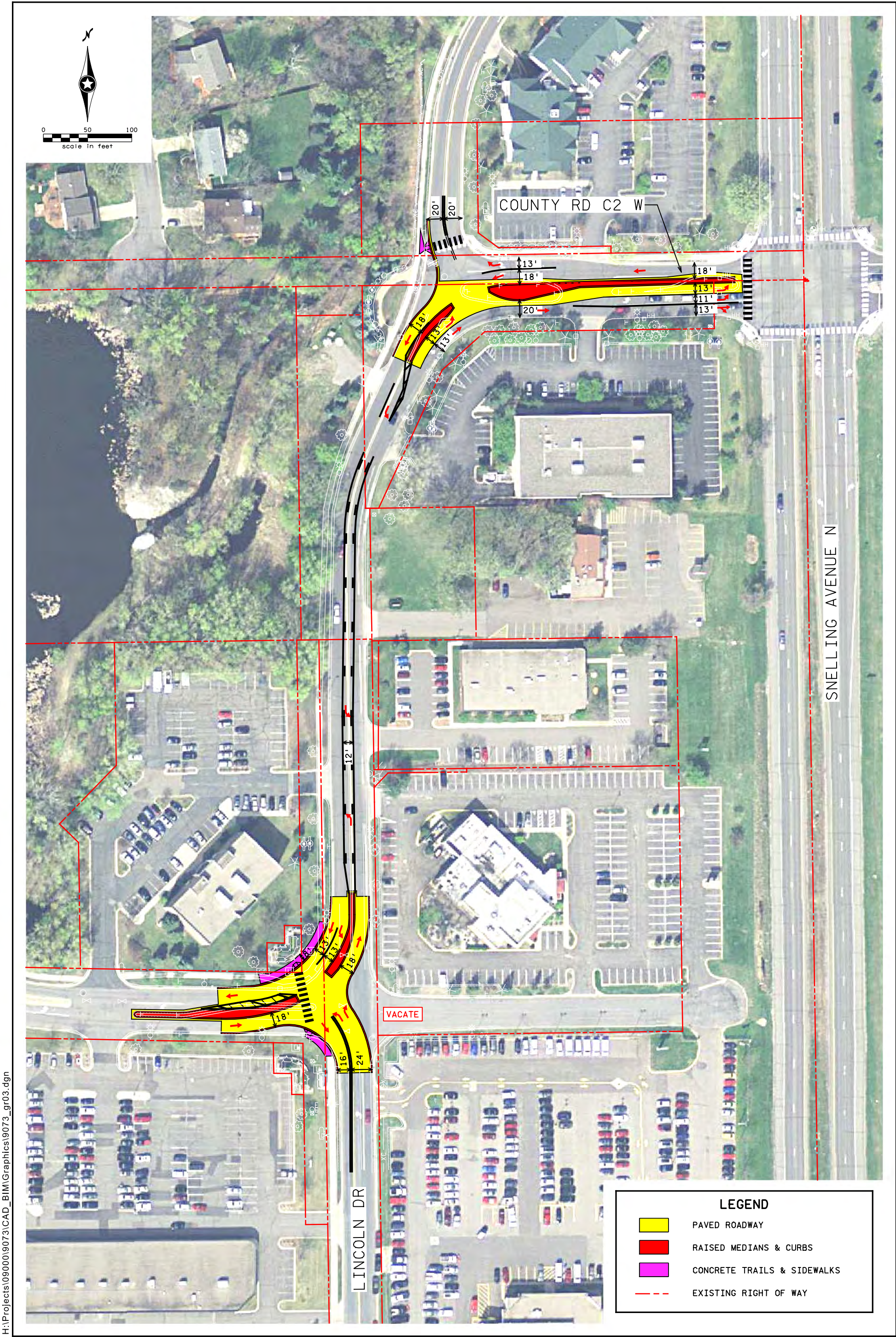
ROSEVILLE
Prepared by:
Engineering Department
March 17, 2016

-  Roadway Improvement Area
-  Proposed New Roadway
-  Proposed New Signal

Data Sources and Contacts:
* Ramsey County GIS Base Map (3/2/16)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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

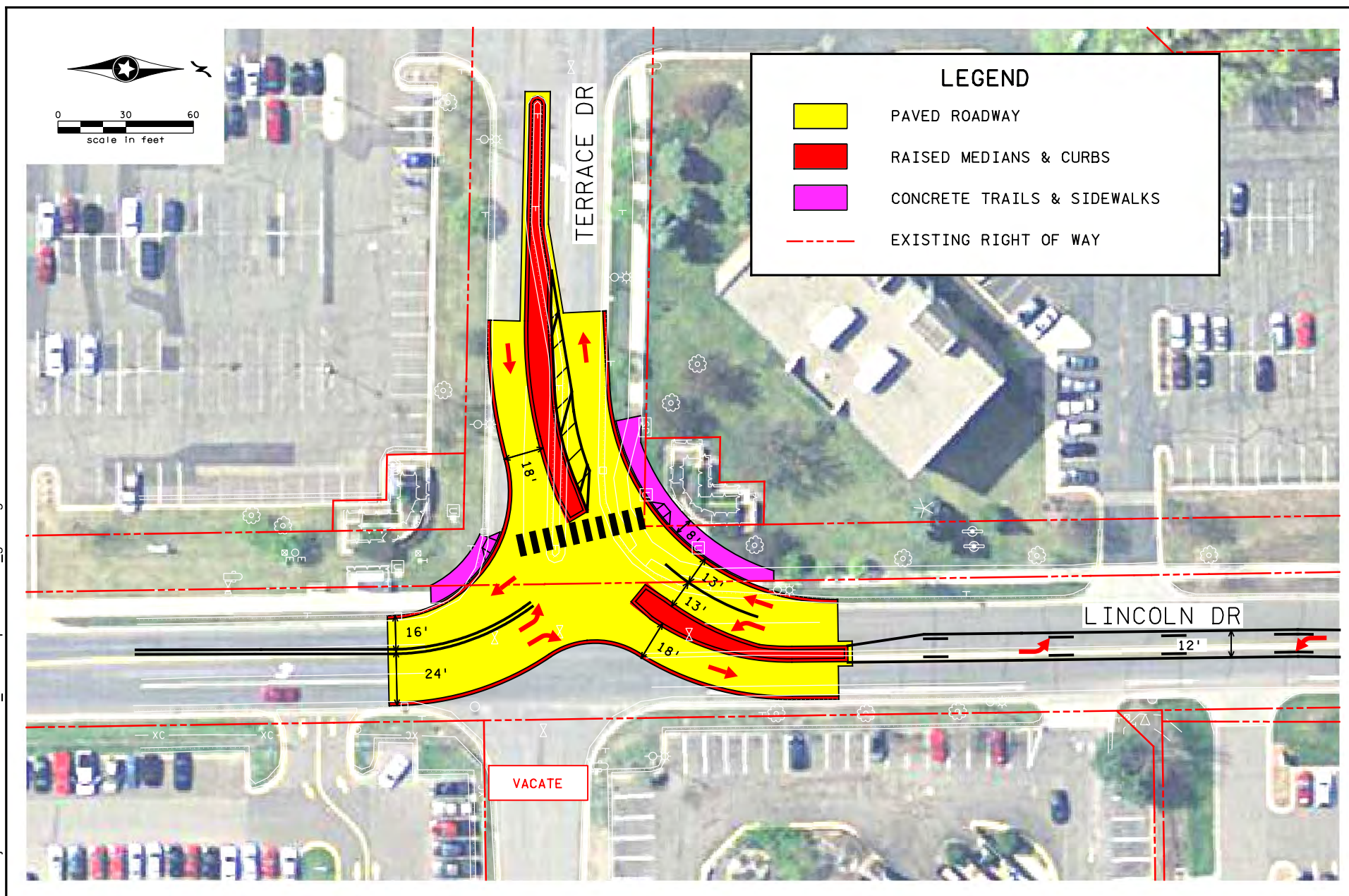




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Figure 3

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Concept Geometrics

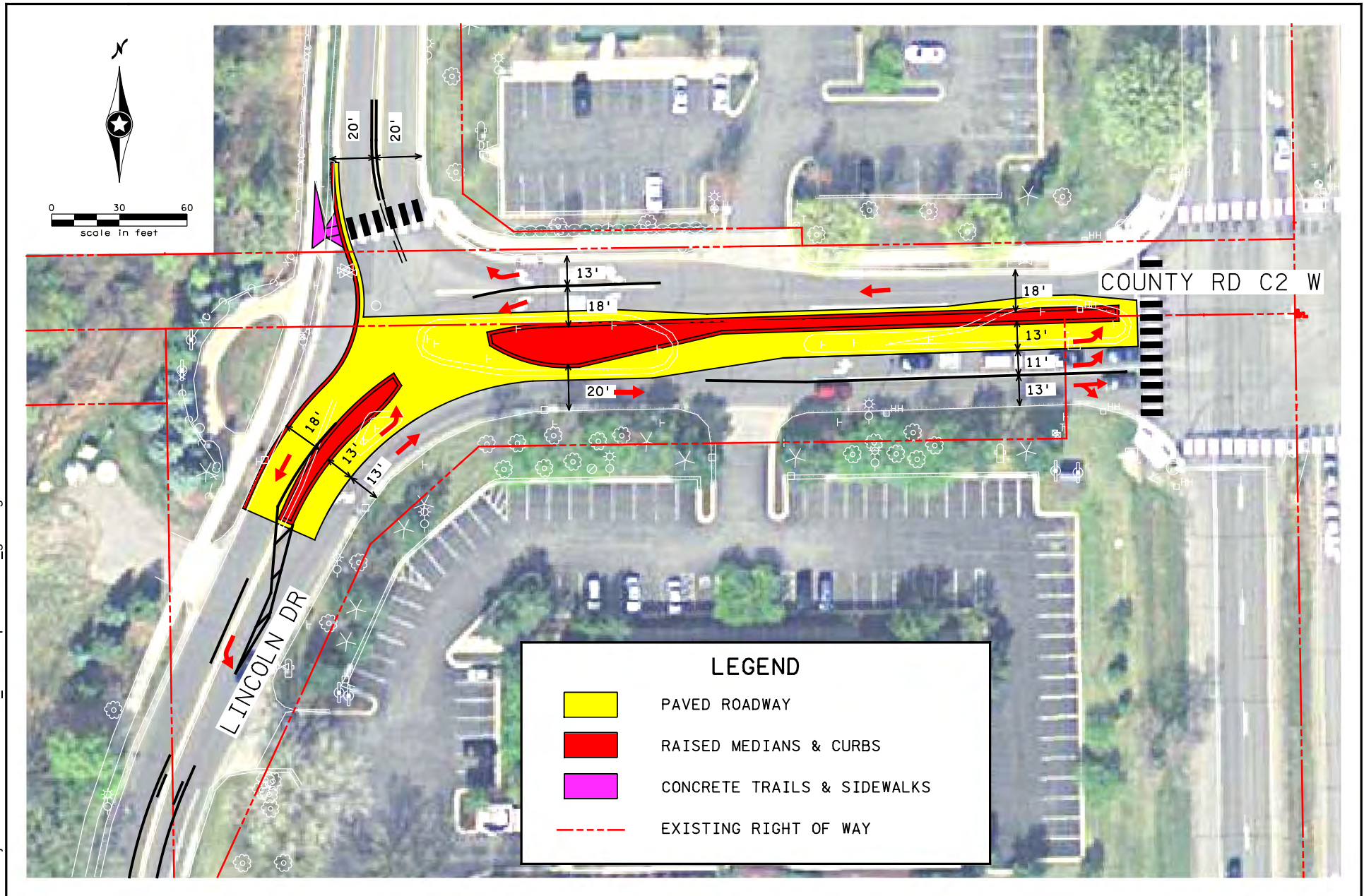
Twin Lakes Area East Collector

City of Roseville

Job #9073
3/17/2016

Figure 1

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REQUEST FOR COUNCIL ACTION

Date: 04/11/16
Item No.: 16.a

Department Approval



City Manager Approval



Item Description: Receive Direction on Southeast Roseville Redevelopment Opportunities

BACKGROUND

On December 7, 2015, the City Council adopted their 2016 Policy Priority Plan, which identified Housing and Economic Development (HED) as one of two overarching priorities; within the HED priority, the Council then articulated five strategic initiatives, one of which is Southeast (SE) Roseville. The purpose of this discussion is to do 4 things: 1) establish the boundaries of SE Roseville 2) determine the collaborators and define the scope of redevelopment/reinvestment, 3) receive guidance on properties currently available, and 4) review the current development landscape of SE Roseville.

1. Establishing the Boundaries of SE Roseville

As part of the larger redevelopment discussion, staff is requesting guidance on how to define the boundaries of SE Roseville for the purposes of the Council's strategic initiative. One way to define the area would be to use the census tract boundaries for the area, which are Highway 36 to the north, Larpenteur Avenue to the south, Dale Street to the west, and Rice Street to the east (see Attachment A).

Another way would be to use Roseville's 2030 Comprehensive Plan, which identifies two opportunity areas in SE Roseville: the corridor along Rice St. and the corridor along Larpenteur Ave. (see Attachment B). These two corridors have both "development swells" as well as several properties available for redevelopment, which may mean these corridors are where the greatest opportunity for redevelopment resides.

Council may want to use one of the two options presented or a hybrid of the two. Council may also choose to establish other geographic boundaries that capture the redevelopment they would like to accomplish the SE Roseville strategic initiative.

2. Defining the Scope and Collaborators for the SE Roseville Redevelopment/Reinvestment

As outlined in the Policy Priority Plan, the goal of creating a Southeast Roseville Redevelopment Plan cannot be achieved until we identify all potential stakeholders (e.g., residents, businesses, Maplewood, St. Paul, and Ramsey County), determine the level of community engagement, define the scale of the redevelopment plan (census tract/corridor reinvestment), and understand how aggressively the City Council would like to pursue redevelopment opportunities when they arise in SE Roseville.

Staff has had preliminary conversations with representatives of Maplewood, St. Paul, and Ramsey County to discuss how we might collaborate to redevelop the corridors. The St. Paul Area Chamber of Commerce (SPACC) has also been leading conversations for the Accelerate Ramsey County

(ARC) program, which hosted a two-day workshop that considered possible collaborations for redevelopment of the area (see Attachment C). Although SPACC is still pursuing the ARC program, no formal actions have been presented to the participating communities for further discussion.

Before continuing conversations with potential partners, staff is seeking guidance about how to move forward and has researched several options for the Council to consider:

- o **Corridor Development Initiative (CDI)** – This process was used for the redevelopment of the Dale Street Fire Station and consists of a four-part workshop series that engages community members, business representatives, and underrepresented groups using hands-on activities to identify issues affecting the community. The outcome of the CDI process is a guiding document that integrates market feasibility analyses with community visioning so that the proposals sought for redevelopment are both economically viable and acceptable to the community. The approximate cost of this type of process is \$20,000 – \$24,000 and the focus would be only on Roseville sites that the community is contemplating redeveloping. (Attached is an example of the process that was used on Dale Street Redevelopment see Attachment D).
- o **Strengths, Weaknesses, Opportunities and Threats (SWOT) Approach** – Staff would work with a consultant to bring together stakeholders from all three communities to discuss the area’s strengths, challenges, opportunities, and threats. The consultant would then provide a written document for the community to adopt that would guide the redevelopment sites in the SE Roseville area. The approximate cost of this option would be from \$5,000 – \$8,000, depending on the level of support provided by City staff, how many meetings are needed, and the level of participation. (See attachment E for proposal).
- o **Design Charrette** - This process would create a document that would represent a community-based vision for the area. The focus would be on reinvestment of the Rice St./Larpenteur corridors with participation and input from all three communities and Ramsey County. This process would include pathway wayfinding, creative place-making efforts, and redevelopment opportunities. This process may be lengthier as it requires full participation from all jurisdictions that abut Rice and Larpenteur. The cost would range between \$30,000 – \$40,000 (split between participating jurisdictions) and would need equal buy-in from all three cities and the County. (An example of the scope of these services can be found in Attachment F).

3. Currently Available Properties

During the past few months, the Community Development Staff has learned of several properties that are currently available in the SE Roseville area. Staff is seeking guidance whether to pursue the properties now or wait until redevelopment possibilities have been explored using one of the strategies described earlier.

The following properties are available for consideration at this time:

- **211 N. McCarron’s Boulevard (Zoning: Institutional)**
Owned by the Department of Military Affairs, this parcel is being offered to the City before being put on the market. The appraised value established June 18, 2014, is **\$2,190,000** for the land and building “as-is.” The 9.54 acre site has a useable land area of 6.89 acres due to dedicated easements and wetland setback requirements. The building

on the site is roughly 58,360 sq. ft. but would be cost prohibitive to maintain “as is.” The City must let the Department of Military Affairs know if we are interested in the property by May 13, 2016. If the City Council is interested in acquiring the property for redevelopment but needs more time to explore the possibilities through one of the processes outlined earlier, the Community Development Staff can seek an extension of the First Right of Refusal (Attachment G).

- **196 S. McCarron’s Boulevard (Zoning: Low Density Residential)**

The property owner received a letter several years ago advising that the property might qualify for the Housing Replacement Program, which strives to bring new investment and improvements to the City’s neighborhoods by acquiring older homes, demolishing them, and reselling the land to a qualified builder or homeowner to construct a new home. The trustee of the property has asked for the City to consider this home for the program. A City building inspector went through the home and determined that it was built in 1900 then moved to its current location. The inspector also noted the following reasons why the home would be a good candidate for the house replacement program: the home does not have a full basement – either in height or under the full footprint of the house, the floor plan is obsolete and would be difficult to modify, the garage is not accessible from the street, and access to the lot is a challenge based on existing property lines. The assessed value of the land and home is \$135,300, and the trustee of the estate is asking for slightly less than the assessed value. Zoning of this property is single family and the site is roughly .52 acres. If the City acquired this property, it might be able to use the lot to leverage larger redevelopment activities on 210 S. McCarrons Blvd. Constructing another single-family home would be challenging due to the lot’s current jagged property lines (Attachment H).

- **210 S. McCarrons Boulevard (Zoning: Medium Density Residential)**

This parcel is roughly 4.74 acres and is listed for \$2,450,000. The property has a home that was built in 1911 and has lake access. There are several other accessory structures on the site such as a garage, barn, and storage shed. (Attachment I).

To have a clearer understanding of the financial resources the REDA/City has available to support property acquisition, Finance Director Chris Miller has provided a memo (Attachment J) related to account balances for the REDA as well as the balance of the City’s Tax Increment Financing (TIF) District #12.

- The Housing Replacement Program has an account balance of \$607,000, which could be used to purchase and demolish the home at 196 S. McCarrons Blvd. The funds in this account also are used to maintain the lot (mowing) and pay property taxes during the time the REDA owns the lot before it is sold to a qualified developer. This is an existing program that the REDA has.
- The Multi-Family Housing and Loan Program, which has been used in the past to purchase the multi-family and single-family lots next to the Dale Street Fire Station, has an account balance of \$1,566,000. There currently would not be enough funds to acquire the asking prices of the Armory nor 210 S. McCarrons Blvd. If the REDA/Council

agreed upon a purchase price and wanted to acquire these properties, additional funds could either come from the TIF #12 account or the REDA/Council would have to determine what other programs to modify/discontinue. If TIF District #12 funds are used, the Council would need to modify the TIF plan to acquire the identified properties.

Other sources of funding, such as bonding, could also be considered.

4. Current Development Landscape of SE Roseville

Before concluding, staff would like to provide a brief overview of the current state of development in the SE Roseville area (Attachment I).

The following properties in the area are currently on the market:

- **1943 Rice Street (Zoning: Community Business):** Midwest Marine listed for \$225,000; building is 2,260 sq.ft. on .86 acre.
- **166, 182, 194, 204, N. McCarron's Blvd, and 161 McCarron's, St. (Zoning: High Density Residential):** 67 rental units on the market for \$4,522,500; built in 1959 and located in 2.8 acres.

The following property is not on the market but is in the area:

- **295 Larpenteur - Margolis Landscaping (Zoning: Medium Density Residential):** this is a nonconforming use with 5.96 acres

The following property currently has plans under review in the Community Development Department:

- **1681 Rice Street – ICO Gas Station (Zoning: Community Business):** .52 acre site currently being redeveloped

The following properties are in the neighboring communities and are in the process of being redeveloped:

- **270 Larpenteur Avenue W., St. Paul:** Linder's former gardening site. Proposed redevelopment of the 11+ acre site into 158,000 sq.ft. Hmong Charter School that would likely open Fall 2017 school year.
- **1958 Rice Street, Maplewood:** Rice Street Community Gardens. St. Paul Waterworks site being leased to Galilee Lutheran Church of Roseville to provide 200+ garden plots. Volunteer organized and scheduled to open Spring 2016.

POLICY OBJECTIVE

The Roseville City Council adopted a 2016 Priority Plan on December 7, 2015, that included a goal of creating a Southeast Roseville Redevelopment Plan.

BUDGET IMPLICATIONS

Finance Director Chris Miller provided a memo that details fund balances available for potential acquisition of property. Resources for a redevelopment plan/visioning could be used through funds budgeted in 2016 for special projects. In the event a large visioning project is shared with other stakeholders, funds could be off-set depending on the number of jurisdictions involved.

STAFF RECOMMENDATION

Staff recommends the City Council provide guidance on the following:

1. Guidance on the boundaries of SE Roseville based on the options identified in the RCA Background (census tract, Rice/Larpenteur Corridor, or other boundaries determined by Council).
2. What style of visioning/redevelopment plan is desired for SE Roseville?
 - a. CDI process
 - b. SWOT approach
 - c. Design Charrette
3. *Guidance on acquisition or redevelopment of any of the following properties:
 - a. 211 N. McCarrons Blvd. – *The Armory*
 - b. 196 S. McCarrons Blvd. – *Housing Replacement Opportunity*
 - c. 210 S. McCarrons Blvd. – *Medium Density Residential Opportunity*

*Based upon direction from Council, Community Development staff will seek appraisals for sites that are determined of interest and bring back for further consideration of the City.

REQUESTED COUNCIL ACTION

Discuss and provide guidance regarding redevelopment philosophy of SE Roseville including SE Roseville boundaries, level of interest in acquiring property for redevelopment, and, if comfortable, make motion to select a visioning/redevelopment plan from the options listed:

- a. CDI process
- b. SWOT approach
- c. Design Charrette

Prepared by: Kari Collins, Interim Community Development Director
Attachments: A: Southeast Roseville Census Tract
B: 2030 Economic Development & Redevelopment Chapter of the Comp Plan
C: Accelerate Ramsey County Summary Report
D: CDI Process
E: SWOT Approach
F: Design Charrette
G: Letter from Military Affairs
H: Survey of 196 S. McCarrons Blvd.
I: Map of Properties
J: Memo from Chris Miller

Housing

	Rest of Roseville	Southeast Roseville
Single Family Units (Detached, Attached, Condo)	10,129	878
Percentage Rentals	7.0%	7.1%
Multi-Family Rental Units	3,211	873
Percentage of City Total	78.6%	21.4%

Building Conditions

Source: City permit data, 2011-2015

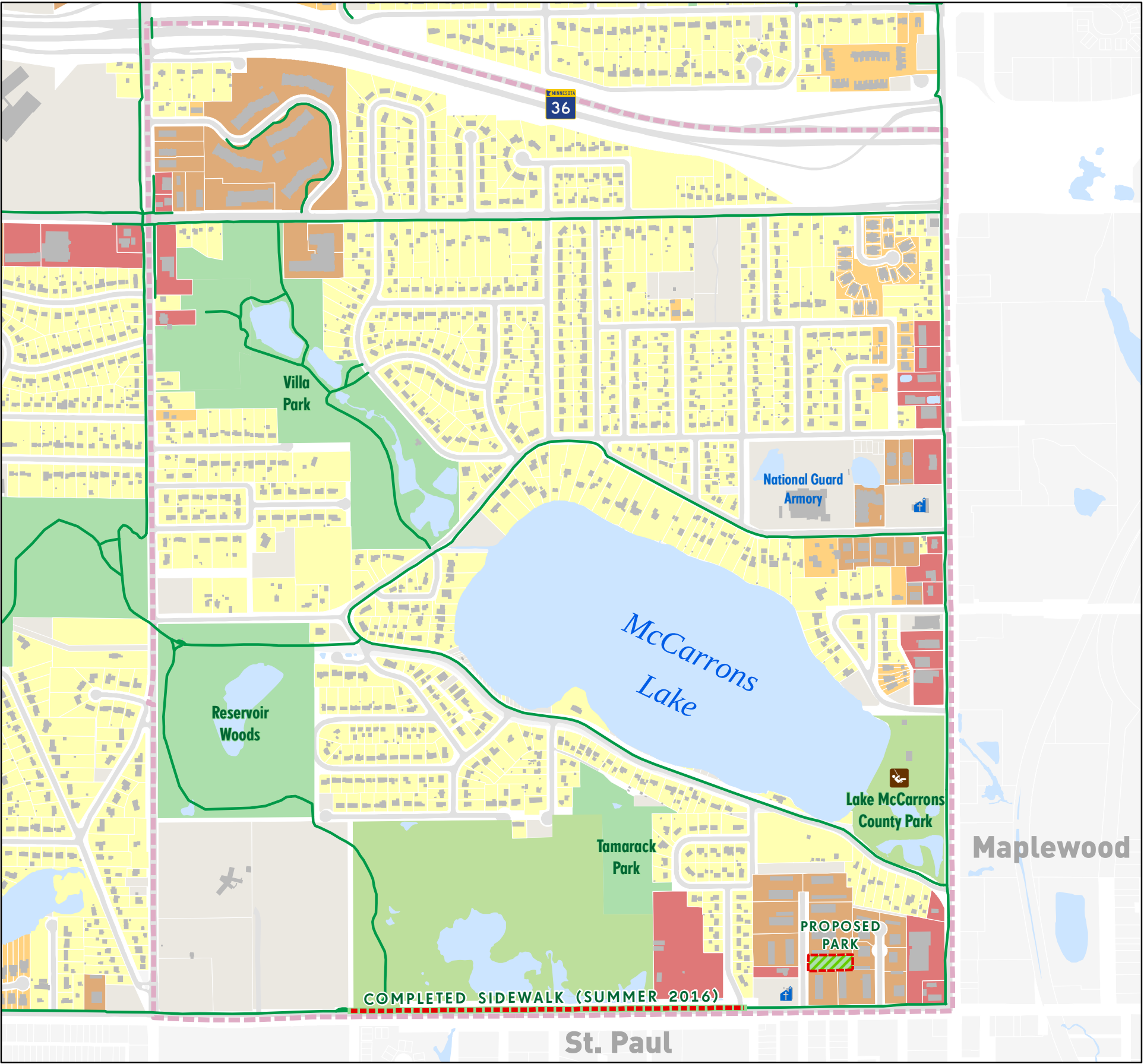
	Rest of Roseville	Southeast Roseville
Residential Reinvestment		
Average Permit Valuation	\$12,706	\$11,172
Commercial Reinvestment		
Average Permit Valuation	\$65,234	\$32,709
Average Age of Structure	30 yrs	41 yrs

Economic Characteristics

Source: American Community Survey

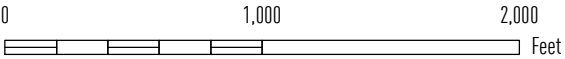
	Rest of Roseville	Southeast Roseville
Median Household Income	\$62,617	\$42,929
Percent of Population Below Poverty Line	7.4%	29.7%
Median Single Family Home Value	\$197,300	\$183,700
		\$180,000 *

**(excluding lake homes)*



Southeast Roseville Neighborhood Condition

- New Sidewalk (Summer 2016)
- Existing Pathways/Trails
- Proposed Park
- Census Tract 416.02
- Single Family Detached
- Single Family Attached
- Multi Family
- Commercial



Economic Development and Redevelopment

Introduction

Economic development and redevelopment are not required contents for the Comprehensive Plan. These aspects of community development are, however, critically important for the future of Roseville. Through this Comprehensive Plan, the City continues to place strong emphasis on the enhanced quality of life for its residents and businesses by promoting the creation of living-wage jobs, expansion of the property-tax base, prevention of blight, and enhancement of community image.

The Economic Development and Redevelopment chapter of the Comprehensive Plan contains the following components:

- ♦ Goals and Policies
- ♦ Implementation Strategies
 - Opportunity Areas
 - Facilitating Redevelopment
 - Tools for Public Actions
 - Keys to Implementation

The Economic Development and Redevelopment chapter works in conjunction with other chapters of the Comprehensive Plan:

- ♦ Land Use seeks to establish and maintain areas that enable Roseville to attract and retain high-quality businesses.
- ♦ Transportation creates and maintains a street system that makes Roseville a viable business environment. The transportation system provides the connections between businesses, employees, customers and the market.
- ♦ Utilities provide the wastewater treatment and water-supply systems required to operate a wide range of businesses.
- ♦ Housing and Neighborhoods help to ensure that Roseville has a suitable supply of housing to attract people that become the customers and employees of local businesses.

In a perfect world, the Comprehensive Plan would not include a separate economic development and redevelopment chapter, as the development needs of the

community would be met through the combination of market forces, land-use planning, and other City land-use controls. However, in reality, this approach may leave certain development needs and community objectives unmet. The purpose of the Economic Development and Redevelopment Chapter of the Comprehensive Plan is to identify gaps and reinforce policies in the other chapters of the Comprehensive Plan and provide a foundation for local decision making to guide economic development and redevelopment efforts in Roseville.

Goals and Policies

The following goals and policies guide City actions related to economic development and redevelopment.

Goal 1: Foster economic development and redevelopment in order to achieve Roseville's vision, create sustainable development, and anticipate long-term economic and social changes.

Policy 1.1: Use planning studies to evaluate options and to establish plans for reinvestment, revitalization, and redevelopment of key areas and corridors.

Policy 1.2: Ensure that local controls allow for contemporary retail, office, and industrial uses that are part of the community vision.

Policy 1.3: Encourage an open dialogue between project proposers, the surrounding neighborhood, and the broader community through individual and neighborhood meetings and use of technology.

Policy 1.4: Enhance communication of the community's objectives for promoting business development to enhance the quality of life in Roseville.

Policy 1.5: Where appropriate, use public-private partnerships to achieve the community's economic development and redevelopment goals.

Goal 2: Enhance opportunities for business expansion and development that maintains a diverse revenue base in Roseville.

Policy 2.1: Foster strong relationships with existing and prospective businesses to understand their needs and to maximize opportunities for business retention, growth, and development.

Policy 2.2: Support existing businesses and welcome new businesses to serve Roseville's diverse population and/or provide attractive employment options that encourage people to live within the community.

Policy 2.3: Improve the awareness of community assets and opportunities that Roseville offers prospective businesses through ongoing participation in regional economic development organizations and coordination with county and regional agencies.

Policy 2.4: Encourage locally owned and/or small businesses to locate or expand in Roseville.

Goal 3: Establish an infrastructure system to meet the needs of current businesses and facilitate future growth.

Policy 3.1: Work with local businesses and the Metropolitan Council to improve transit service to, from, and within Roseville.

Policy 3.2: Work with Ramsey County, MnDOT, and the Metropolitan Council to promote, coordinate, and facilitate regional improvements to the roadway system, as well as to communicate planned roadway

improvements to the general public in advance of construction.

Policy 3.3: Ensure that adequate public utilities (e.g., sewer and water) will be available to serve future commercial and industrial development.

Policy 3.4 Encourage and promote the development of advanced, state-of-the-art telecommunication and information technology infrastructure to and within Roseville.

Policy 3.5: Work with service providers to ensure adequate supplies and reliable distribution systems for electricity and natural gas.

Goal 4: Encourage reinvestment, revitalization, and redevelopment of retail, office, and industrial properties to maintain a stable tax base, provide new living-wage job opportunities, and increase the aesthetic appeal of the city.

Policy 4.1: Encourage and facilitate infill commercial, industrial, and office development on vacant commercial parcels to ensure maximum efficiency of land use.

Policy 4.2: Encourage and facilitate redevelopment of or distressed commercial, industrial, and retail properties into viable developments by working with property owners and interested developers.

Policy 4.3: Foster environmental remediation of polluted property through partnerships with property owners and funding agencies.

Policy 4.4: Use inspections and code enforcement to promote the maintenance of property, identify ongoing issues, and prevent the spread of potential blighting factors.

Policy 4.5: Continue to give attention to creating and maintaining aesthetic quality in all neighborhoods and business districts.

Goal 5: Make effective use of available financial resources to facilitate community economic development and redevelopment objectives.

Policy 5.1: Establish a strong working knowledge of the type and purpose of available municipal, regional, state, and federal development incentive programs.

Policy 5.2: Review new and innovative economic development incentives for application in Roseville.

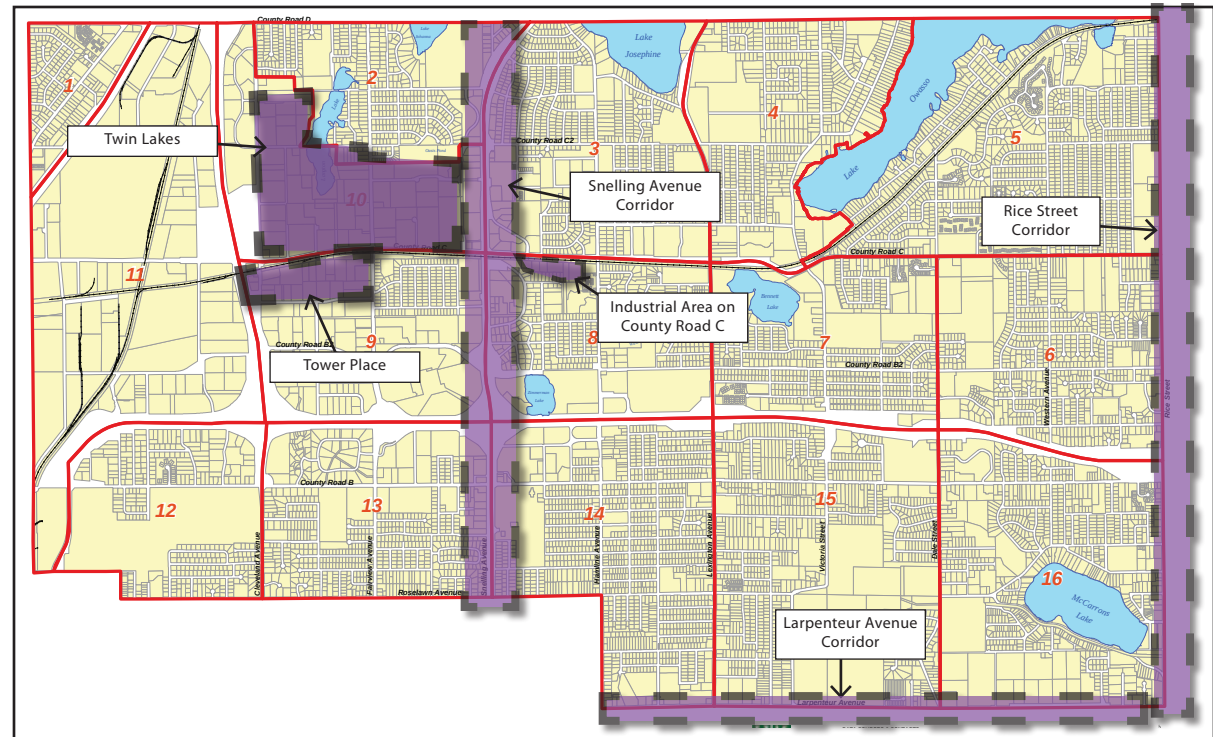
Policy 5.3: Establish guidelines for the use of financial incentives to promote the most effective use of limited resources, including tax revenues.

Goal 6: Integrate environmental stewardship practices into commercial development.

Policy 6.1: Foster transit-supportive development along existing and planned transit corridors.

Policy 6.2: Support official controls and programs that incorporate state-of-the-art technology for new construction or rehabilitation of existing commercial buildings that promotes innovative and sustainable building methods.

Policy 6.3: Encourage the use of high-quality, durable, and energy-efficient building materials and construction products in renovations of existing buildings and construction of new buildings to promote decreased energy and land consumption, resource efficiency, indoor environmental quality, and water conservation, and to lessen site and community impacts.



Opportunity Areas

Figure 7.1

Policy 6.4: Encourage third-party certification (e.g., LEED) of “green” building practices for new and renovated commercial structures.

Policy 6.5: Create ongoing resources to educate the development community about “green” renovation and “healthy building” construction techniques.

Policy 6.6: Encourage the use of low-impact and low-maintenance landscaping within commercial development to decrease natural resources consumed by landscape maintenance.

Policy 6.7: Encourage the reduction of impervious surfaces, including consideration of decreasing parking requirements in return for additional landscaping and pervious surfaces.

Implementation Strategies

The Economic Development and Redevelopment Chapter of the Comprehensive Plan creates a framework for public action. Many of the detailed plans and programs used to address economic development and redevelopment needs lie outside the Comprehensive Plan. This approach allows more flexibility in responding to changing market forces and development needs and opportunities.

Opportunity Areas

The Land Use chapter identifies a series of areas with particular opportunity for future redevelopment. A key to implementing the Comprehensive Plan will be understanding the development opportunities in these areas in order to create a plan for desired public improvements and to encourage the desired private investment. The map in Figure 7.1 highlights the location of these areas. The remainder of this section briefly describes the nature of the redevelopment opportunity in each area.

Rice Street Corridor

The Rice Street Corridor forms the eastern boundary of Roseville. The corridor is a complex setting with a wide range of land uses located in Roseville, Little Canada and Maplewood. It creates both the opportunity and the need for planned and coordinated redevelopment. The level of study conducted with the 2008 update did not allow for the planning needed to explore future land-use options in conjunction with the adjacent cities. The Rice Street Corridor is part of Planning Districts 5, 6 and 16 in the Land Use chapter.

Snelling Avenue Corridor

The Snelling Avenue Corridor is important to both transportation and development in Roseville. Snelling Avenue is the primary north/south corridor through Roseville. Only Interstate 35 and Highway 36 carry more traffic than Snelling Avenue. This corridor is a critical connection between Roseville and the region. The character of the roadway and the volume of traffic also physically divide the community. In the Land Use chapter, Snelling Avenue forms an edge for seven Planning Districts (2, 3, 8, 9, 10, 13 and 14). It is important to examine this corridor, including adjacent parcels, as a cohesive area and plan for future redevelopment possibilities, transit improvements, pedestrian connections, and landscaping improvements along this major entrance into Roseville.

Larpenteur Avenue Corridor

Another important corridor is Larpenteur Avenue from Hamline Avenue to Rice Street. The area west of Lexington Avenue has benefited from both public (streetscape) improvements and new private investment. The Comprehensive Plan seeks to extend these redevelopment initiatives along the corridor to the east. Additional planning will be needed to design and facilitate these changes.

Twin Lakes

The Twin Lakes area (see Planning District 10) has been a redevelopment focus of Roseville for many years. It is an excellent illustration of the long-term nature of redevelopment. Twin Lakes continues to be a redevelopment priority for Roseville. The Comprehensive Plan seeks to build on the foundation that has been laid by prior planning and environmental studies.

Tower Place

The Tower Place area lies in the northwest part of Planning District 9. The area continues to evolve as an employment center with office/warehouse and office developments. New opportunities may exist in the future if transit services are provided on the adjacent railroad corridor.

Isolated Industrial Area on County Road C

The Land Use chapter encourages the redevelopment of the existing industrial area south of County Road C and east of Snelling Avenue. The industrial uses exist on smaller parcels with constrained access in an area that is predominantly residential. Public involvement will be needed to facilitate this redevelopment and to provide needed access improvements.

Facilitating Redevelopment

The Comprehensive Plan seeks to create a place where land-use plans, policies, and controls work together with private investment to properly maintain all properties in Roseville. It is recognized that this approach may not succeed in all locations, as despite the best plans and intentions, properties may become physically deteriorated and/or economically unviable. In such places, the City may need to facilitate redevelopment and prevent the spread of blight and disinvestment. City involvement may include:

- ♦ Acquisition of land
- ♦ Preparation of sites for development
- ♦ Remediation of polluted land
- ♦ Construction or reconstruction of public improvements
- ♦ Provision of adequate parking

- ♦ Removal of other physical and economic barriers to achieve community objectives

These actions may require the use of a variety of financial tools available to the City.

Tools for Public Actions

In order to facilitate redevelopment, the State has provided cities with several tools to assist in financing improvements. These include:

- ♦ Tax Increment Financing
- ♦ Special Service District
- ♦ Tax Abatement
- ♦ Special Assessments
- ♦ Housing Improvement Area
- ♦ General Property Taxes
- ♦ Commercial Rehabilitation Loans and Grants

Keys to Implementation

The experience of Roseville shows that several factors are important to achieving goals and policies for economic development and redevelopment.

Patience: Many development goals cannot be met overnight. The time frame for implementation reflects its evolutionary nature; it looks forward over a period of years. The desired change often requires the patience to wait for the right things to happen, rather than making changes simply to be seen as doing something.

Commitment: Commitment to the Comprehensive Plan and patience go hand-in-hand. This Plan does not simply seek to attract development to Roseville; it also seeks to move Roseville toward a vision for

the future. There is a difference. Commitment to the Comprehensive Plan means the willingness to actively promote public and private investments that achieve its goals, and to deter developments that do not fit. Not all of these decisions will be easy.

Public-Private Partnerships: These goals and policies require a continuation and strengthening of the public-private partnerships found in Roseville for many years. City government, neighborhoods, and businesses must actively collaborate to achieve the vision for the community.

Financial Reality: Achieving these goals and policies requires the careful investment of public funds, but the private side of the financial equation must not be overlooked. The Comprehensive Plan seeks to balance the investment in public initiatives with the creation of a financial environment that sustains businesses, provides employment, enhances the tax base, and results in sustainable development benefiting the community.

Strategic Investments: If financial support for the Comprehensive Plan was unlimited, the need for strategic decisions would be less important. With limited funds, though, every expenditure is crucial. Every investment must be evaluated for its impact on achieving the vision for the future of Roseville.

Positioning Ramsey County to benefit from new trends in the economy and development

Workshop proceedings and Next Steps Ramsey County, MN

Accelerate Ramsey County (ARC), a countywide initiative spearheaded by the Chamber of Commerce, is leading work to position Ramsey County for a competitive future. On September 23 and 24, 2015, Smart Growth America (SGA) delivered a two-day workshop, co-sponsored by ARC and East Metro Strong, to engage stakeholders in a discussion of the future of economic and physical development in the county broadly and on Larpenteur Avenue, a priority focal area for the county and municipalities.

The overall goal of the workshops was to bring new ideas and information to the county and its cities to help create a direction and path forward for redevelopment and revitalization work. The workshop provided participants with an overview of relevant national trends, examples and best practices from around the country, and a chance to discuss Ramsey County's needs and economic goals within this context.

Over the two days, the attendees — elected representatives and staff from Ramsey County and many of its communities — articulated goals, shared local knowledge and information, and identified potential next steps for the county and for development on the Larpenteur corridor.

Next Steps for Ramsey County and Larpenteur Avenue

At the conclusion of the first day of the workshop, participants were asked to develop a list of next steps to advance economic development in the county, and on the second to develop next steps for Larpenteur Ave. The major steps identified are listed below:

Ramsey County

Many participants suggested three next steps:

1. Identify possible sites where walkable centers could be established.
2. Create process/criteria for site selection.
3. Identify/create transit plans that are supportive of or would support existing/planned centers.

Numerous other steps were also suggested and can be found in the full report.

Larpenteur Avenue

Participants coalesced around the following steps. Additional suggestions can be found in the full report.

1. Accelerate Ramsey County should be in a leadership/facilitator role and participants suggest that this be accomplished through ARC partner the Saint Paul Area Chamber of Commerce.
2. The Chamber, in this role should start by:
 - a. Achieving leadership alignment (reach out to electeds and other leaders within municipal and county government).
 - b. Undertaking a specific effort to make this a priority for Saint Paul. The Chamber should carry out its leadership role but should co-convene its outreach with cities in the county.
3. Inventory upcoming public sector infrastructure investments and major private development investments should be assembled to inform the process of selecting centers for development.

SGA was charged elaborating on and adding to the list based on discussions during the workshop and best practices and successful examples from elsewhere. Our recommendations:

1. Identify an entity to lead/catalyze the process of strategically positioning Ramsey County for the future.
2. Develop a stakeholder engagement plan.
3. Develop the urgency, coalition and vision needed for a sustained effort.
4. Plan and execute a number of early moves to demonstrate that this effort is about action.
5. Create a centers plan to guide actions.
6. Conduct a market analysis to identify the locations and types of centers most likely to be supported by the market.
7. Catalogue major planned public and private investments.
8. Pick a model project to get going in advance of the broader vision being complete.
9. Seek developers with experience building walkable centers.
10. Review and prepare the regulatory and financials tools at the County and Cities disposal.
11. Plan for success.
12. Consider creating a Place-Management entity.
13. Put a particular focus on Larpenteur Avenue and the other locations in the County governed by multiple jurisdictions.

We discuss each of these in the full report.

SGA has not had the opportunity for deep study in county. These recommendation should be evaluated by the stakeholders with the benefit of their local knowledge and used as they see fit.



Corridor Development Initiative

Overview

The **Corridor Development Initiative (CDI)**, coordinated by the **Twin Cities Local Initiatives Support Corporation (LISC)**, is a proactive planning process to assist the planning and development of mixed-use projects, including mixed income, higher density and affordable housing along major corridors, with access to transportation options, retail amenities, parks, and job opportunities. CDI fosters an exciting partnership among neighborhoods, city government, and a technical team of development consultants, design experts, and facilitators to connect market opportunities with neighborhood and city goals and raises the level of dialogue around redevelopment issues.

How the process works

The initiative is based on the belief that development projects enjoy their greatest success when all interested parties have an equal voice in the outcomes that. A typical initiative lasts six months and is overseen by an advisory group of city staff and elected officials, community and business associations, and volunteer committees. The advisory group works with initiative technical team to identify key issues, aggregate current planning reports and studies, and propose specific opportunity sites to be explored for development opportunities. The group is also responsible for:

- designing and guiding a series of community workshops
- developing an outreach and communication strategy to recruit participation
- reviewing the materials and recommendations provided through the Corridor

Development Initiative process

Community workshops

At our community workshops, everyone has a seat at the table from the beginning. Guided by a team of design, development, facilitation, transportation, and market analysis experts, we typically hold four community workshops for each initiative.

The workshops allow neighborhood residents to have candid conversations about development scenarios. Most importantly, the workshops provide an opportunity for residents to explore options and alternatives within a framework of city goals, community values, and market feasibility. They create their own development scenarios and test them to see if they are financially viable. By the end of the process, participants collaboratively create specific development recommendations to present to community officials.

For more information, contact:

Gretchen Nicholls
Twin Cities LISC / Corridor Development Initiative
651-265-2280
gnicholls@lisc.org

Videos and testimonials are available at: www.corridordevelopment.org

Memorandum

To: City of Roseville
2660 Civic Center Drive | Roseville, MN 55113
651.792-7086 (office) | 651.792.7070 (fax)

From: Barbara Raye
Center for Policy, Planning, and Performance
2233 University Ave. W. – Suite 200
St. Paul, MN 55114

Re: Facilitation of residents and staff conversations about Southeast Roseville
Focus on the livability issues and economic development opportunities

Date: April 5, 2016

Goal:

The Council has expressed a priority of planning and investing in Southeast Roseville. In conversations with you and planning and development staff an approach that combines engagement within the neighborhood on specific livability issues as well as exploration of economic development opportunities with neighboring Maplewood along the Rice Street Corridor.

However, these conversations should not take place without including those that have already been engaging with residents or others thinking about economic development in the quadrant. The area borders Maplewood and the City of St. Paul and each of these cities is in a different process regarding the area or have established different priorities for their own cities. However, when and where we can coordinate efforts the better it will be for both residents and the long-term success for any economic investments Roseville might make.

Process:

Staff has developed a list of stakeholders from whom you would like to receive input. Some of the meetings can be combined, while others need to be separate in order to ensure both access and full participation. The initial outreach includes 6 informational meetings (some information might be available through minutes or other conversations.)

In addition, we discussed a 3-4 hour meeting to engage the community in generating ideas within the neighborhood to address issues it has identified through the Interagency Group. This meeting will use a map-based process and representative tokens for the residents to imagine what could happen to increase safety, help with transportation/pedestrian walkways, access to existing resources such as Tamarack Park and McCarron's Lake and what business the community could support.

A second conversation of 2-4 hours will be held with Roseville, Maplewood, and Ramsey County staff and interested elected officials regarding economic opportunity sites and ideas for revitalization of the Rice Street Corridor. Ideas will be informed by the community conversation of needs and desired businesses as well as capacity and opportunities identified through larger planning or market studies. This session will also use a map to foster conversations about possible sites and potential investment in a cooperative effort to improve the economic vitality of the corridor.

Most people, regardless of language or culture can use a SWOT framework and can engage around the topics of strengths, challenges, and opportunities – even if we don't call it a SWOT process. City economic development experts and planners will have a more sophisticated language but still consider strengths, challenges and opportunities for economic redevelopment that can be done individually or jointly.

Details and Budget:

Given these assumptions, I estimate that there would be a total of 14 hours related to advance conversations and outreach with stakeholders, 2 half-day sessions; one with the residents that would focus on livability and business desires and the second with city and county representatives on economic opportunities on the corridor. There will be significant preparation required for the community meeting to ensure language, culture, visual, and communication needs are addressed. Less time will be required to prepare for the economic development conversations. A final report will include plans for investment in the residential area addressing issues the community has identified and identification of economic development opportunities that can be explored by the City.

The total hours spent in the engagement, preparation, workshop process, and summary of the plan is a maximum of 50 hours at our standard rate of \$150/hour for a maximum contract of \$7,500. I assume the Roseville staff will assist with logistics, outreach and scheduling, and preparing the materials we would use at each of the two planning sessions. Planning staff would also be involved in preparing maps and in editing and helping to finalize the plan itself.

This approach is modeled on the CDI process, but eliminates some of the larger block conversations and financial proforma data with the residents (who will focus on neighborhood livability issues rather than specific development sites) and does not include a panel of developers nor a market assessment. These latter two items might be helpful in developing the final plan depending on the results of our conversation on development opportunities. They could be added to the initial scope and budget if you want to do so or done separately by the City at a later point.

If you have any questions, please let me know. This is a preliminary proposal and can be amended as needed to better meet your needs. I look forward to working with you!

Proposed concept of stakeholder's meetings to engage the community

Housing and Economic Development
Focus on the borders of Maplewood, Roseville and St. Paul

Identify key stakeholders

1. Residents -
 - a. Property homeowners and Tenants in the area
 - b. Local Associations/Districts – ie. Lake McCarron Neighborhood, District 6
 - c. Population Representation – ie. Karen Organization of Minnesota (KOM)
 - d. Faith Community and Nonprofits
2. Businesses –
 - a. Rice Street Business Owners and Tenants
 - b. Larpenteur Street Business Owners within ½ mile of intersection
 - c. Chamber of Commerce and other organized business associations (ie. District 6)
 - i. St. Paul Area Chamber of Commerce
 - ii. North End Business Association
3. Technical -
 - a. City Council (representatives)
 - b. City Staff from all 3 cities including
 - i. Community/Economic Development
 - ii. Police
 - iii. Administration
 - iv. Park and Recreation
 - c. Ramsey County Commissions (representatives)
 - d. Ramsey County Staff
 - i. Community and Economic Development
 - ii. Human Services
 - iii. Sheriff
 - iv. Parks and Recreation
 - v. County Engineer/Planner
 - e. School Districts
 - i. Roseville
 - ii. St. Paul
 - f. St. Paul Water Works
 - g. Chamber of Commerce and other organized business associations
 - i. St. Paul Area Chamber of Commerce
 - ii. District 6 Planning Council

Group Discussions and facilitation of meetings

1. Identify facilitator to guide community discussions that identify
 - a. SWOT
 - b. Or some other type of exercise as determined by facilitator

2. Organize 2 separate meetings for public stakeholder groups on same day – one for each stakeholder group in each community (6 meetings)
 - a. Residents in evening for each of the communities
 - b. Businesses first thing in the morning for each of the communities
3. Facilitator brings findings of resident and businesses to Technical stakeholders meeting to discuss so that next steps and goals can be identified
 - a. Possibly initial ½ day meeting to discuss community meetings and provide direction
 - b. Possible additional Technical stakeholder meetings as needed to work through issues.

March 31, 2016

To City of Roseville Staff:

Thanks so much for the opportunity to help you address the planning priority in southeast Roseville.

The following pages are a first draft of an approach for what I am terming the McCarron District. Please consider this very preliminary. It was necessary to flush out a basic scope of ideas in order to give you an honest basis for cost.

I understand that you may only carry a portion of this information into the April meeting with Council – after which you will make your decision and engage a firm in constructing a formal agreement for services.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Musty", with a long horizontal flourish extending to the right.

Peter Musty
Urban Designer
PETER MUSTY LLC
Minneapolis
www.petermusty.com
peter@petermusty.com
612-743-5994

INITIAL OBSERVATIONS

The Cities of Roseville, Maplewood and north Saint Paul boast some of the best residential neighborhoods in the region, if not the country. These neighborhoods are critical to each cities' economic competitiveness. Protecting them and making them livable depend on providing them with complete neighborhoods with a competitive set of amenities for families within a convenient distance.

The district also has effective boundaries of rail corridor to the east, Hwy 36 to the north. St Paul is on the south side of Larpenneur, Maplewood is northeast of Rice-Larpenneur.

Arterials Rice and Larpenneur are a crossroads at the outer edge of the three cities. Rice Street is a Ramsey County facility linking northern reaches of Saint Paul to Highway 36. Both Larpenneur and Rice, lack the more walkable designs found in other stretches of both arterials.

The suburban era mixed commercial district along the Rice Street Corridor sits on higher ground adjacent to McCarrons Lake and related low/wet areas to east, northeast, northwest.

Comfortable walking conditions from Larpenneur and Rice outward into the neighborhoods are not consistent. Larpenneur into the neighborhoods are in some locations graceful and compatible, at some points rough or severe, exacerbated by land use conflicts, sidewalk gaps, parking lots, etc.

Demographic and market trends research will likely show a mix of opportunities for redevelopment on sites in all three cities.

The public spaces such as parks are not well defined. Some suffer from public private definition. There is an absence of neighborhood scale play areas for children in some areas. Examples include (list).

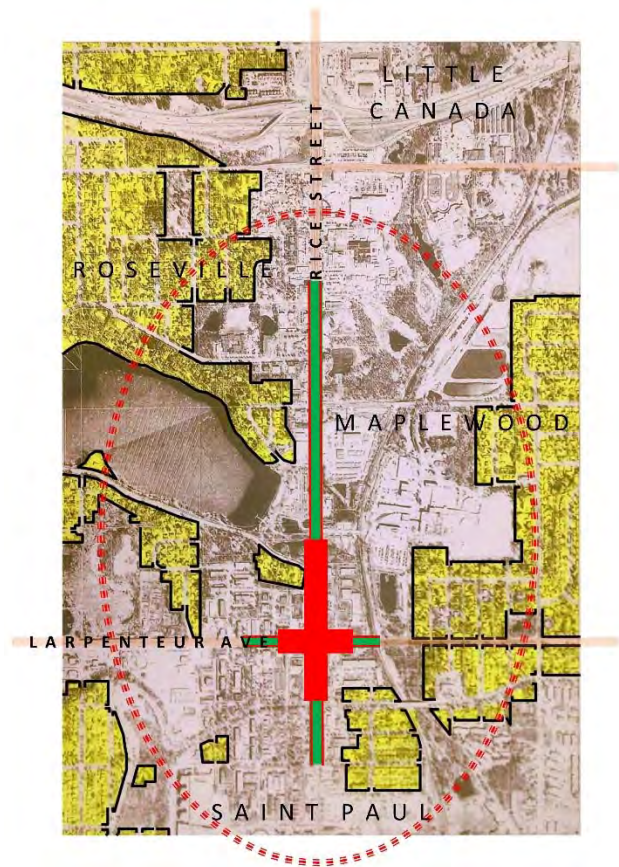
The City of Roseville faces increasing number of decisions in southeastern Roseville and have set forth that planning in the district is among the highest priorities in 2016. Several public and private projects are coming forward with more frequency. It is apparent that smaller scale investments, both public and privately driven, would benefit from the context of an overall plan for the district.

There is no current municipal document, map or drawing that effectively captures any form of community based vision.

Adding complexity to planning (both in the past and today) has been the number of jurisdictions in the district: City of Roseville, City of Maplewood, City of St Paul and Ramsey County (Rice Street).

Decisions need to be made in context. Priorities for investments need to be set. There is a need to create a plan in the district.

And, it is time to address the district's potential collaboratively.



CHALLENGING QUESTIONS AHEAD

Going forward, the three cities face an exciting economic and community development challenge that will benefit from collaborative planning:

Catalyzing Private Investment and Reinvestment. What will be the City's specific role in catalyzing new and continued development and revitalization? What kind of housing will be needed? What can the City do to positively impact residential and commercial market value?

Public Amenities and Livability for Families. How can we enhance walkability? How do we establish, define and keep safe a coordinated range of public spaces and amenities? How do we keep the city safe? How do we activate and leverage the diverse sources of energy found in the district, and connect it gracefully to the stability of our more established neighborhoods?

Creative Economy and Community Building. How do we better cultivate and involve community's cultural assets and creative resources? What can we do to attract diversity and support emerging and established cultural and emerging immigrant communities?

PROPOSED CROSS-AGENCY PLANNING PROJECT

MCCARRON DISTRICT FRAMEWORK PLAN

Proposal is to execute a multi-jurisdiction *McCarron District Plan*. The plan will...

- be an illustrative and written vision for the future of the district.
- set in place a simple overarching cross-agency framework, accompanied by a simple list of strategic actions for each municipality, the County and the Met Council(?).
- be informed by a range of community interactions.
- will be administered and managed by Roseville and funded(?) by a range of agencies with a stake in the impacted communities (Roseville, Maplewood, Saint Paul, Ramsey County, Met Council (Placemaking Grant?).
- have a study area all non-single family areas and public streets/areas within ½ mile of Rice Street...(tbd), and may include key sites and amenities outside that area. (See figure tbd)
- be formatted as if it were headed for formal acceptance (minimum) by the City of Roseville, City of Maplewood and City of St Paul and Ramsey County.

KEY PLANNING IDEAS, CONCEPTS and ACTIVITIES

Discovery Charrette

Creative Placemaking Demonstration* **

‘McCarron District’ Market Trends Report * **

- Current Demographic and Market Profile
- Trends and Site Specific Potential
- Missing Middle Housing**

Cross-Jurisdiction Framework Drawings

- Isometric Aerials and Street Level 3D
- Public Realm Improvement Plan**
- Built Form Plan (w/Heights and Frontages)
- Streetscape and Public Space Design Concepts* **

City Specific Guidelines and Implementation List

- Development Guidelines for Key Sites (list tbd)

- City Specific Implementation List - Some of the strategic actions included in each cities’ implementation plan might include:
- Redevelopment of underperforming sites
- Guidelines for immediate, near term and long range investments in streetscape improvements, parks and other public amenities, including (supply list):
- Engagement of a representative group of stakeholders in creating a vision for their community
- Creation a master plan for public spaces
- Illustrate an exciting graphic vision for re-development that is attracts insider and outsider investment
- Set in place flexible guidelines for changes that embody community values

* *Technical assistance from municipal staff would likely be requested.*

** *Additional consultant may be required if this activity is desired.*

PROPOSED PROCESS

Discovery

(Apr – July)

- Staff Summaries
- GIS Mapping (X-Rays)
- Computer Modeling

Engagement

(May-Oct)

- Stakeholder Interviews
- Community Discovery Day @ McCarrons Park w/ related Creative Placemaking Event and Visioning Event
- Issue Based Community Meetings/Panel Discussions (tbd if additional expense if necessary)

Document Production

(Aug-Dec)

- PM LLC works on plan
- PMLLC presents plan
- Staff Reviews
- Plan refinements
- Community Review Period(s)

Municipal Acceptance, Approval and/or Adoption

HIGHLY EVOCATIVE/GRAPHIC DOCUMENT

The final document will be a 12-16 page (max) highly illustrated *visioneer*. It will be formatted cross-platform for devices and print. There may be ‘removable’ pages with site specific or city specific content.

COST

Staff Based Scenario: \$20K-\$30K +

Peter Musty LLC would work collaboratively with a three-agency team, and relies on various municipal staff from each community to execute small portions of the work. This will require dedicated amounts of time from staff members such as: a GIS person (Roseville), project staff point (Roseville), additional senior staff from each community, and perhaps additional time from interns to execute limited public events. Time from Ramsey County staff may also be requested.

Consultant Based Scenario: \$30K- \$49K+

This approach enables more limited staff time from public agencies, and represents for staff-approved contractors and events. Of course the total sum would depend on the scope of the project (boundaries), the level of interest on part of participating agencies, and the level of funding available from each source involved. Team Members that Peter may engage, with staff approval:

Joe Hollman - market research

Dan Parolek – Missing Middle housing

Carrie Christensen - creative placemaking / public spaces

Tom Borrup/Harry Waters Jr – community building event

AGREEMENT

PETER MUSTY LLC would enter into agreement with City of Roseville, within a participation agreement with City of St Paul and City of Maplewood. Peter will personally manage the project, and involve one intern or junior staff in limited tasks. A ~\$2000-\$4000 monthly lump payment would last for [tbd] months and would cover both Peter Musty and any of that companies paid contractors or staff.

STAFF HOMEWORK !

In the *Staff Team Fee Scenario* especially (see Cost above), these would be prerequisite to the plan production (must be completed or obtained prior to public process):

- Summary of Demographic Conditions and Trends
- Summary of Planned Public Improvements and Public Works issues
- Summary of Municipal Spending and Projects in or impacting the Study Area
- Summary of Previous Planning that is binding
- Summary of Existing and Future Housing and Commercial Market for the Study Area
- Summary of Emerging Communities
- Summary of Macro Economic Development Issues/Aspirations impacting study area
- Summary of Community Groups and Stakeholders and Contact Info
- GIS Mapping (X-Rays of the district and context including land ownership, age of buildings, current height limits.

OTHER SERVICES to CONSIDER

- Additional Key Site Redevelopment Guidelines (not included above)
- Comprehensive Frontage (Walkability) Guidelines: Map, Types, Key and Parameters – this is a matrix of simple design guidelines for how new construction will address the streets throughout the district, within redevelopment projects and new development. This along with the Public Realm Improvements Plan will ensure walkability. *Once in place, this is also a document that can be then calibrated for use in other districts of Roseville.*
- Park and/or Public Space Programming
- Public Art Plan
- Formal Creative Placemaking Strategy – arts based activation of public spaces.
- Added Graphics and Watercolor Renderings (not included)

ADDITIONAL NOTES

1. These outcomes and strategies above must (and will) operate in the context of larger municipal goals for sustainability, equity, public safety, housing affordability/choices, etc.
2. The approximate length of the planning process should take place within 2016 (community reviews of document), with final adjustments, adoption and implementation in 2017.
3. The product outlined above IS a streamlined urban design process creating a predominantly graphic vision of a community based long range plan for physical urban placemaking and public realm improvements, while addressing several key site or public redevelopment issues. The proposed document IS NOT, unless otherwise directed: a full formal traditional text based and issue-comprehensive ‘Small Area Plan’ with Future Land Use Plan; a storm-water management study; a detailed district wide master plan for landscaping; engineering or environmental study; green infrastructure strategy; a comprehensive housing strategy; or a re-zoning study. The process may identify a need for these, and so items such as these may be eventually be called for in the implementation list.



RELEVANT MAJOR URBAN DESIGN and PLACEMAKING PROJECTS

VALLEY VIEW WOODDALE SMALL AREA

PLAN – 2014-2015

- PETER MUSTY LLC led a consultant team for the City of Edina (Minnesota), producing a neighborhood small area plan for a key commercial intersection in transition surrounded by stable single family neighborhoods. The plan was unanimously approved by Edina Planning Commission and City Council within nine months of beginning.

LORING PARK NEIGHBORHOOD

MASTER PLAN 2010-2013

- Consultant team leader, project manager and producer of final document for community driven Small Area Plan process in downtown neighborhood.
- Conceived and executed six month public engagement program in collaboration with well-established neighborhood organization in diverse urban community of 7,000+, thousands of workers, and over a dozen large civic public institutional stakeholders.
- Coordinated production of 140 pages of discovery reports and findings, synthesized findings/input into concept plan.
- Developed a 250 page, five chapter policy document (small area plan), an eight page illustrated Developer's Guide illustrating opportunity site concepts and summarizing goals for sustainability, parking, preservation and urban character.
- Working with planning commission member and the community organization, developed the Loring Indicators, eight neighborhood-wide metrics for long range sustainability.
- Facilitated submission of the district for certification in LEED for Neighborhood Development.
- Winner of 2013 MNAPA Award-Planning in Context.

(Project document: CLPC & City of Minneapolis websites)

PLAN-IT HENNEPIN 2012

- Urban designer and workshop leader for Downtown Minneapolis cultural corridor planning study (project gave rise to Hennepin Avenue Cultural District).
- With oversight of project director and client group, conceived agendas and coordinated artist-planner teams and own staff at four workshops, created eight illustrated event records for community gatherings and design sessions.
- Primary objective of work was to 'translate' wide ranging sources of community input into legible direction for urban design and planning policy.

See: www.hennepintheatretrust.org/plan-it-hennepin

CREATIVE PLACEMAKING in the SOUTH LOOP 2013-2015

- Consultant team co-lead for Creative Community Builders with Tom Borup, performs/performed as overall project manager, discovery charrette director and producer of final municipal policy document for Bloomington Theatre and Art Centre and the City of Bloomington. With major funding and oversight by National Endowment for the Arts, the project enjoys support and involvement by project partners Mall of America, McGough (Developer of Bloomington Central Station Development), Bloomington Convention & Visitors Bureau, Minnesota Valley National Wildlife Refuge.
- Peter conceived, proposed and managed execution of a seven-day discovery charrette involving all project partners, regional artists, district stakeholders and nine constituent groups from the community. Activities include a neighborhood expo, artist/host mixers, project launch party, daily community explorations of past-present-future historic themes, community mural, 'basecamp studio; in Bloomington Central Station Park, neighborhood ice cream social, Placemaker's Idea Prize with jury and community vote prizes, mock design reviews, and final theatrical celebratory performance.

MIXSON AVENUE REDEVELOPMENT - 2008

- Executed master site design plan and aerial watercolor concepts for the Mixson Avenue mixed use redevelopment in North Charleston SC.
- Awarded the prestigious international *Charter Award* from The Congress for New Urbanism for 'excellence in neighborhood design'.
- At peer review critique following two-week charrette, Andres Duany described plan as 'the *new* new urbanism'.
- Currently one of largest LEED-Homes projects in US.

PROJECT DESIGNER: INFILL and HISTORIC BUILDINGS

As project designer, Peter has executed contextual and historically sensitive building design work for private and public clients for a range of buildings:

MIXED USE/AFFORDABLE / MULTI-FAMILY

- Cloverfield Marketplace in Chaska; with Urban Works; master planned 115 unit mixed use multi-family affordable rental project by Aeon, located within Cloverfield TND in Chaska MN. *Awarded 2007 MSP Best In Real Estate.*
- Portland & Franklin Redevelopment – Minneapolis, for Perkins & Will, AEON and Hope Community
- West River Commons Mixed Use Building @ Lake Street and West River Parkway – for Lander Group
- St Louis Park Commons (Excelsior & Grand) Livable Communities Grant and Master Plan Charrette Team Member for Town Planning Collaborative/City of St Louis Park

COMMERCIAL & CIVIC BUILDING DESIGN

Designed several buildings with Claybaugh Preservation Architecture Inc.;

- City Square Building in Chaska MN
- Split Rock Visitors Center in Two Harbors, MN
- Historic Forestville Visitors Center
- St John's Evangelical Lutheran Church Addition
- Anderson Corporation: Anderson Home Renovation & Bayport Foundation Headquarters
- Project designer and public participation leader for Claybaugh on St. Croix Falls Auditorium Master Plan (renovation, new plaza)

REUSE STUDIES of HISTORIC BUILDINGS

Served as project designer with Claybaugh for several historic building reuse concept plans:

- Princeton Middle School
- Morris (MN) School Re-use Concepts
- CSEC (Old) Chaska High School
- Klein Mansion Reuse (Chaska MN).
- Kasson School. Design consulting and website

SMALL URBAN HOMES

Designed several new and remodeled homes with Robert Gerloff Residential Architects.

FORMAL CHARRET'TES

(4-10 DAYS)

Peter has served as team member in nearly 40 formal urban design charrettes in MN and the US.

- 2014 Creative Placemaking in the South Loop / Bloomington, MN
- 2008 Founders Landing Charrette / Marquette, MI
- 2007 Cashiers TND Charrette / Cashiers, NC
- 2007 James Island TND Charrette / Charleston, SC
- 2006 TND Charrette / Buena Vista, CO
- 2006 Central Mt Pleasant Charrette, Mount Pleasant SC
- 2005 Ames Downtown Catalyst Project Charrette/Ames IA
- 2005 Duluth East Downtown, Central Hillside and Lakefront Charrette / Duluth, MN
- 2005 Laurent SD Master Plan Charrette/McCook Co. SD
- 2005 Mixson Avenue Charrette / Charleston, SC
- 2004 New Town at St Charles Charrette, St. Charles MO
- 2004 Charleston Neck Charrette / Charleston, SC
- 2003 Meriam Park Neighborhood Charrette Chico CA
- 2003 North Campus and East Campus Neighborhoods Charrette / Cal State University Monterey Bay CA
- 2002 Southgate II TND Charrette / Petaluma, CA
- 2002 University Avenue TOD Study – Month-long Design Workshops / St. Paul, MN
- 2002 James Island Town Center Charrette (for new McLeod Village) / Charleston, South Carolina /
- 2002 New Longview Design Review & Implementation Charrette / Kansas City, MO / documented by CharretteCenter.com
- 2002 Developer's Charrette for New Resort / San Juan del Sur, Nicaragua
- 2001 Upper Concord Placemaking Charrette / Charleston, SC / documented by CharretteCenter.com
- 2001 Knight Program in Community Building - University of Miami School of Architecture: Team Member / Bealls Hill Charrette, Macon, GA
- 2001 New Longview Charrette / Kansas City, MO / documented by CharretteCenter.com
- 2000 Penn/Broadway Design Charrette / Minneapolis, MN / documented by CharretteCenter.com
- 2000 Los Alamos Downtown Charrette / Los Alamos, NM / documented by CharretteCenter.com
- 2000 Lowry West Design Charrette / Mpls, MN
- 2000 McIver Parcel Charrette / Truckee, CA / documented by CharretteCenter.com
- 2000 Princeton School Reuse Charrette / Princeton MN
- 1999 West 7th (Seven Corners) Charrette, St Paul MN
- 1999 TND Charrette / Ada, MI (Grand Rapids Area)
- 1999 Downtown Charrette/McFarland, WI (Dane Cty)
- 1999 East Wash. Charrette/Madison WI (Dane Cty)
- 1999 Willy St. Design Wkshp/Madison WI (Dane Cty)
- 1999 South Gateway Charrette / Taylors Falls, MN
- 1999 Town Planning Charrette / Sibley Township MN
- 1998 Town Planning Charrette / Fifty Lakes, MN
- 1998 Comprehensive Plan Charrette / Pine City, MN
- 1998 Uptown Charrette / Minneapolis, MN
- 1996 Town Center Charrette / St. Louis Park, MN
- 1996 Downtown Post-Flood Wkshp, Grand Forks

BUILT FORM PLANS, DESIGN GUIDELINES and DESIGN REVIEW

BUILT FORM PLANS – Built Form Plans are regulating plans that specify desired building heights, massing conditions and locations of frontage types.

- **St Anthony West Small Area Plan** 2015-2016 Peter executed Built Form Plan with Biko Associates for St Anthony West Neighborhood Organization
- **Wooddale Valley View Small Area Plan** 2014-2015 Peter recently completed a six month community based planning process working as the consultant lead for an 11 acre small area plan for a neighborhood node. Peter's team of five consultants led a community committee through a three step planning process resulting in unanimous Planning Commission and City Council approval of a plan introducing increased height and density. The plan set in place building frontage guidelines to ensure walkable sensitive transitions from the center to the edge of the area.
- **Loring Park Neighborhood Master Plan** 2014-2015 *See Full Project Description Above.* Work Included Built Form Plan, Developer's Guide, Sustainability Indicators and LEED-ND compliance analyses.

METROPOLITAN COUNCIL LIVABLE COMMUNITIES PROGRAM: GRANT APPLICANT DESIGN REVIEW WORKSHOPS

2013-2016 – Participated on review team in first three years of program. Invited to participate in 2016.

ROADMAP to SUSTAINABILITY at the SAINT PAUL FORD SITE – 2009 Developed Sustainable Development Guidelines for Redevelopment: Working with City of St Paul staff, worked with interdisciplinary team to develop eleven site metrics, benchmarks and best practices for long range redevelopment of the St Paul Ford Site. Contracted to produce final summary poster and final report with oversight of staff. (Document available at City of Saint Paul website.)

LEED-ND, SUSTAINABILITY METRICS DESIGN GUIDELINES for WALKABILITY

- LEED for Neighborhood Development;
 - Project registered in pilot (MI)
 - Project registered as pilot for Existing Neighborhoods (Loring Park Neighborhood)
 - City of St Paul Ford Site Green Team (*Roadmap to Sustainability*)
 - State Regionalization Committee (MN)
 - Completed project LEED-ND 2009 Certified (Park Commons)
- Drafted development principles for Twin Lakes Redevelopment in Roseville
- Drafted sample form-based code, Duluth Knight Program Charrette
- Co-authored frontage design guidelines for downtown Hastings MN, Hutchinson & Excelsior MN
- Developed context research & organizing principles for City of Madison city-wide hybrid form based zoning code rewrite (with Cuningham Group)

HERITAGE PARK DESIGN REVIEWS

Completed collaborative meetings and formal written design reviews in role as *Consultant to Design Review Committee* for master developer of Heritage Park, working with City of Minneapolis staff to review compliance with the Heritage Park pattern book & design guidelines.

HOME DESIGN/REMODELING PLANBOOKS

Performed design, computer modeling and watercolor renderings for Longfellow Bungalow Book (remodeling handbook) as intern; later contracting with RGRA to perform similar work developing Cape Cods & Ramblers and Split Visions (Split Levels) remodeling idea/plan books for two groups of inner ring twin cities suburbs. Projects won awards for community development and historic preservation. Assisted with illustrations and mixed use plan for TND Series Volumes I & II (by Homestyles).

Career Timeline **Peter J. Musty**

PETER MUSTY LLC *Urban Designer and Project Leader*

2009-Present

Duties: Leadership of major urban design projects along with continued consulting in range of design and planning roles. As project designer; performing schematic and design development work on architecture teams serving wide range of clients on mixed use, residential and public building projects. Specific tasks:

- project management
- public and private sector clients
- community based projects
- project scoping/proposals/RFPs
- team formation
- stakeholder interviews
- conception and development of
- community discussion events
- workshop series conception
- planning and development guidelines
- setting meeting agendas
- volunteer team coordination
- direction of staff
- venue coordination
- workshop facilitation
- 3D modeling
- urban design and illustration
- event records
- document production

CharretteCenter Town Design (aka Keane Musty 2007-08) *Urban Designer, President*

2001-2008

Duties: Led 1-4 employee urban design studio executing work on varying design projects and initiatives related to community based urban design. Directed own staff and teams of planning and design consultants on municipal urban design charrettes, urban design projects, and private developments. Performed comprehensive community based urban design work in support of teams serving public sector and private sector clients, including master site plans for new neighborhoods and infill projects. Performed schematic and design development work on architecture teams serving wide range of clients on mixed use, residential and public building projects.

Peter J. Musty Urban Design Consulting *Urban Designer & Project Designer 1995-2001*

Duties: Performed community based urban design work in support of teams serving public sector and private sector clients. Executed range of projects designing and developing regulating plans for urban redevelopments and new traditional neighborhood projects across North America. As project designer, performed schematic and design development work on architecture teams serving wide range of clients on mixed use, residential and public building projects in Minnesota. Project designer on range of project experiences working on historic, civic and public design and adaptive reuse studies in collaboration with Claybaugh Preservation Architecture.

1995-2000

Robert Gerloff Residential Architects (RGRA) *Intern Architect 1996-1998*

Performed residential architectural design work producing schematic, design development and construction drawings in support of Architect on remodeling, additions and new home projects.

Town Planning Collaborative (TPC) *Urban Designer (project design contracts) 1995-1999*

Executed aerial and street level watercolor renderings, block and street sections, site plans, and building, frontage and street typology development for infill redevelopments, urban districts, suburban town centers and green-field developments. Within urban design projects, performed comprehensive community based visioning, planning workshops and design charrettes in support of teams serving public sector and private sector clients. As project designer, performed schematic and design development work on architecture teams serving wide range of clients on mixed use, residential and public building projects.

City of South Bend *Municipal Planning Intern*

1994-1995

Supported city planning staff in range of municipal planning duties. Specific tasks included property tax and homestead case research, annexation studies and process, park design, and design of district gateway signage.

Degree, Training & Fellowship

Research Fellowship

2001

University of Miami School of Architecture - Knight Program in Community Building

Bachelor of Architecture *Five Year Professional Degree Program**

1995

University of Notre Dame School of Architecture - Rome Studies Program 1992-93 - Thesis completed: *The Crossing*, mixed use civic redevelopment for Downtown Brainerd, Minnesota - * Equivalent of undergraduate Bachelors + two year Masters of Architecture degree



**DEPARTMENT OF MILITARY AFFAIRS
JOINT FORCE HEADQUARTERS MINNESOTA
OFFICE OF THE ADJUTANT GENERAL
20 12TH STREET WEST
SAINT PAUL, MINNESOTA 55155-2004**

REPLY TO
ATTENTION OF

January 21st, 2016

Roseville City Council
2660 Civic Center Drive
Roseville, MN 55113

Dear Members of the Council:

The Adjutant General has determined that it is advantageous for military training to sell the Armory located at 211 McCarron's Boulevard North in Roseville, Minnesota.

Pursuant to Minnesota Statute 193.36, the Armory will be offered for sale to the City of Roseville for the sum of \$2,190,000.00 in accordance with the appraisal of fair market value rendered on June 18th, 2014 by Dahlen, Dwyer & Foley, Inc, a copy of which is attached, and an electronic copy is available on request. Should the City decline, the property will be offered to Ramsey County. If you determine that the City of Roseville has no interest in purchasing the property, and if Ramsey County also declines to purchase the property, it will be offered for sale to the public.

Statute requires that municipalities be offered a reasonable opportunity to purchase properties that become available under these circumstances. Please reply with a notice of interest in purchasing the property by May 13th, 2016. If a decision cannot be made by May 13th 2016 and a possible interest exists, please request a time extension.

The point of contact is the undersigned at 651 268 8913 or via email @ donald.j.kerr2.nfg@mail.mil.

Sincerely;

A handwritten signature in purple ink, appearing to read "Donald J. Kerr".

Donald J. Kerr
Executive Director
Minnesota Department of Military Affairs

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 28, RANGE 23, EXCEPT THE WEST 800 FEET THEREOF, AND EXCEPT THE SOUTH 256.42 FEET THEREOF;

AND

THE EAST 39 FEET OF THE NORTH 90 FEET OF THE SOUTH 256.42 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13

AND

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13 LYING SOUTHWESTERLY OF THE CENTER OF MCCARRONS BOULEVARD AS NOW LOCATED AND NORTHWESTERLY OF THE CENTERLINE OF A LANE RUNNING NORTH 79 DEGREES 35 MINUTES WEST FROM A POINT ON THE EAST LINE OF SAID SECTION 13, DISTANT 575.6 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, LYING NORTHWESTERLY OF A LINE RUNNING NORTHEASTERLY FROM SAID CENTERLINE OF LANE, AT RIGHT ANGLES THERETO AND FROM A POINT DISTANT 657.74 FEET NORTHWESTERLY FROM ITS POINT OF BEGINNING ON SAID EAST LINE OF SECTION 13.

PREPARED FOR:

ELWIN SANDS
2812 AULDINE STREET NORTH
ROSEVILLE, MN 55113

LEGEND:

- FOUND IRON PIPE (AS NOTED)
- SET 1/2" REBAR W/CAP #44109
- POWER POLE
- ⊗ CATCH BASIN
- OVERHEAD UTILITY LINE
- CHAINLINK FENCE
- CONCRETE SURFACE
- BITUMINOUS SURFACE



NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE INSURANCE COMMITMENT. EASEMENTS SHOWN ARE FROM RESEARCH AT THE CITY OF ROSEVILLE.
- 2) ADDRESS OF THE SUBJECT PROPERTY: 196 MCCARRONS BOULEVARD SOUTH, ROSEVILLE, MN 55113
P.L.D.: 132923440002
- 3) PARCEL AREA: 23,782 SQ. FT.
AREA WITHIN RIGHT OF WAY OF MCCARRONS BLVD: 3,074 SQ. FT.
NET AREA: 20,708 SQ. FT.
- 4) FOR THE PURPOSE OF THIS SURVEY, THE EAST LINE OF SECTION 13 HAS AN ASSUMED BEARING OF DUE NORTH.

CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

SIGNED: *Trevor W. Van Nester*

Trevor W. Van Nester, Minnesota Professional Surveyor #44100
Madison Professional Surveyor #10895

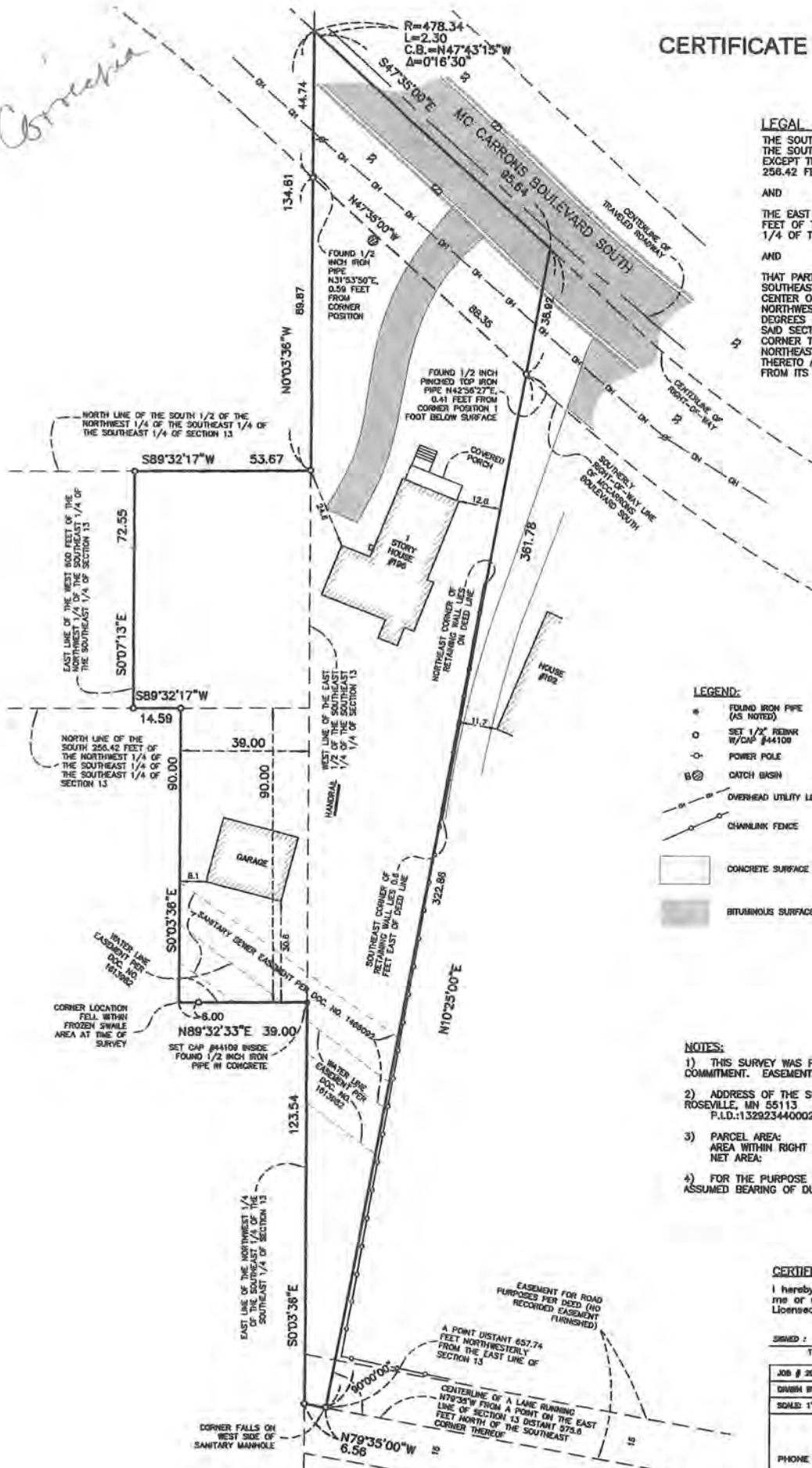
JOB # 2006004	ISSUED: 03-04-2009
DRAWN BY: TWM	REV:
SCALE: 1" = 20 FEET	

VAN NEST SURVEYING
PROFESSIONAL SURVEYING SERVICES

85 WILDMAN ROAD EXCELSIOR, MN 55331
PHONE (952) 698-3055 TOLL-FREE FAX (952) 473-0120
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SHEET 1 OF 1



FLOORPLAN

Client: Sands Family Trust

File No.: 901096RH

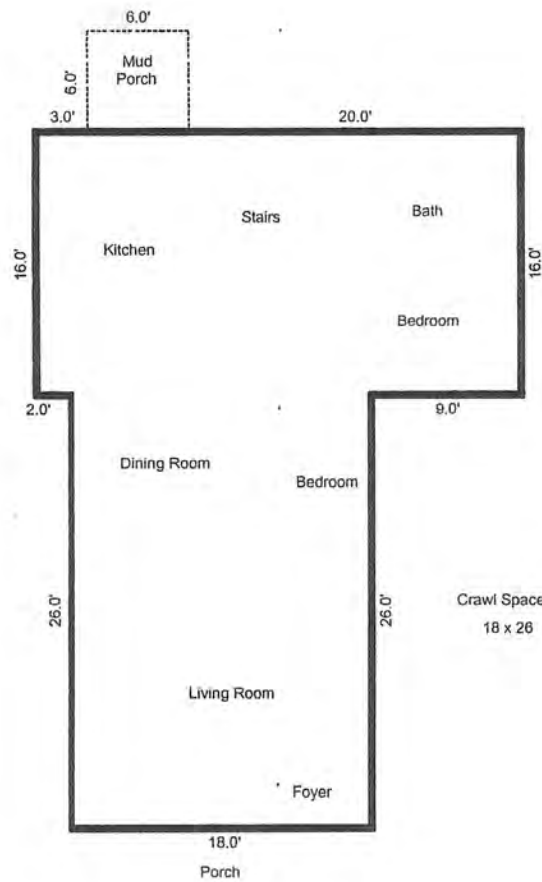
Property Address: 196 McCarron's Blvd S

Case No.:

City: Roseville

State: MN

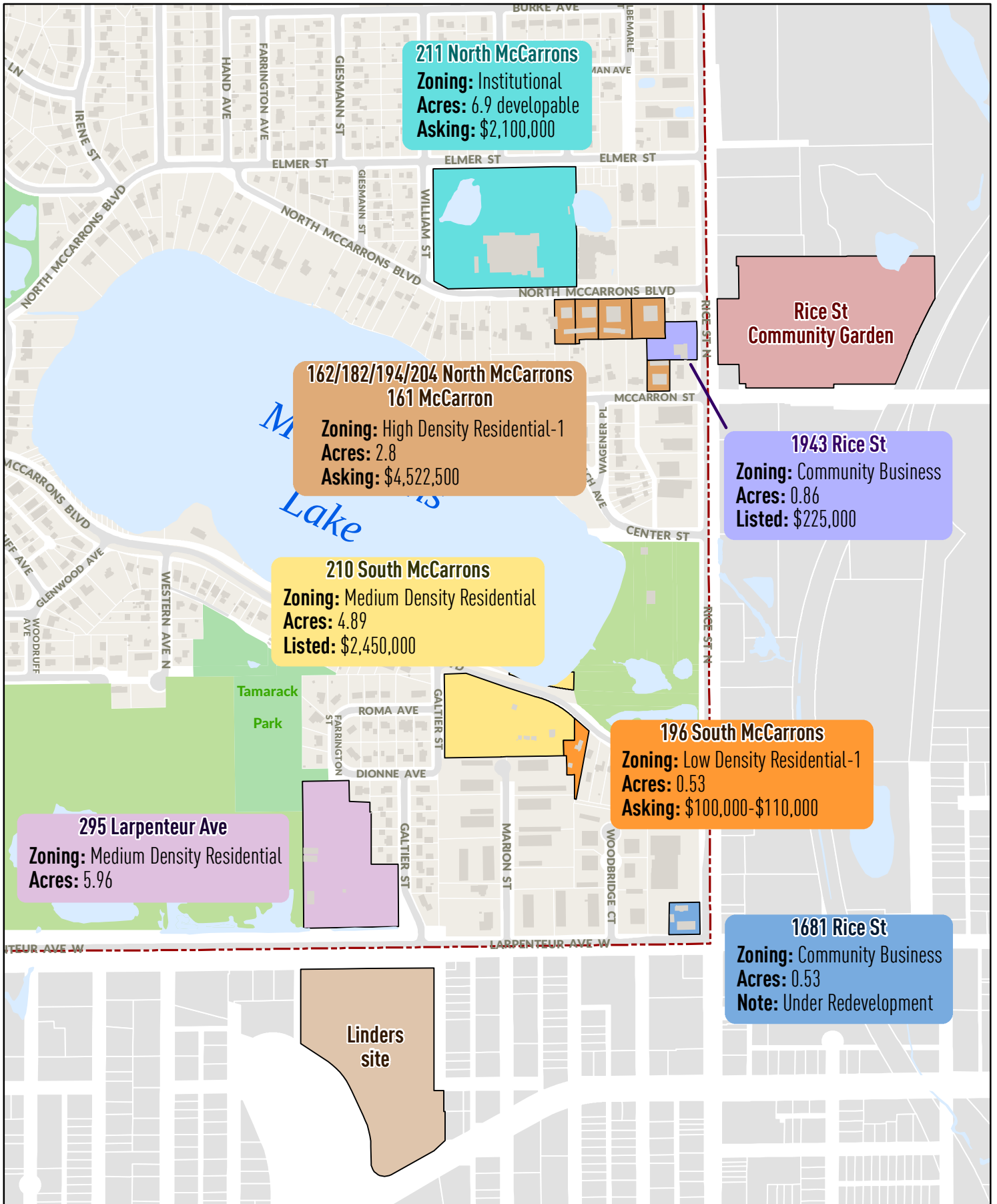
Zip: 55113



Sketch by Apex IV Windows™

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Totals
GLA1	First Floor	932.00	932.00
P/P	Porch	36.00	36.00

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
18.0	x	26.0	468.00
16.0	x	29.0	464.00



SE Roseville Sites





Memo

To: Kari Collins, Interim Community Development Director
 Jeanne Kelsey, HRA Director
From: Chris Miller, Finance Director
Date: April 5, 2016
Re: Summary of Available Funds for the Roseville EDA

Kari and Jeanne,

The information below contains a brief overview of the funds available to the Roseville Economic Development Authority for the period ending 12/31/15. For legal and management purposes, these monies are segregated into one restricted fund and four unrestricted funds.

The *restricted* fund is governed by an agreement with Ramsey County which specifies how the monies can be spent in accordance with federal law. The remaining funds were established to address specific goals or priorities, but technically can be repurposed at any time.

Restricted Funds

- ☐ Community Development Block Grant (CDBG) Program (*Fund 721*)

Unrestricted Funds

- ☐ General EDA Programs (*Fund 723*)
- ☐ Housing Replacement / Single Family Construction Program (*Fund 720*)
- ☐ Property Abatement Program (*Fund 722*)
- ☐ Multi-Family & Housing Program (*Fund 724*)

The available funds as of 12/31/15 are as follows:

	Funds
<u>Program</u>	<u>Available</u>
CDBG (Restricted)	\$ 333,000
General EDA Programs **	294,000
General EDA Programs: SF Revolving Loan via GMHC	600,000
Housing Replacement / Single-Family Construction	607,000
Property Abatement	121,000
Multi-Family Housing & Loan Program	1,566,000
Total Available Funds	\$ 3,521,000
** \$165,000 is needed for cash-flow purposes to meet operational needs in between tax levy collection periods.	

As shown in the table above, the total amount of available monies as of 12/31/15 is \$3,521,000, of which, \$3,188,000 is *unrestricted*. A portion of these monies were committed or earmarked earlier this year to provide on-going support for existing housing and economic development programs.

In addition to these amounts, the EDA also has a number of outstanding loans and mortgages that will provide varying levels of income in future years. They are summarized in the table below.

<u>Program</u>	<u>Loan/Mortgage Value</u>
CDBG (Restricted): 960 Lovell	\$ 12,830
CDBG (Restricted): Sienna Green	351,305
CDBG (Restricted): 1491 Applewood Court	59,000
CDBG (Restricted): 1497 Applewood Court	59,000
General EDA Programs: GMHC	331,585
Housing Replacement / Single-Family Construction: 1481 Applewood Ct.	55,000
Housing Replacement / Single-Family Construction: 1491 Applewood Ct.	36,000
Housing Replacement / Single-Family Construction: 1497 Applewood Ct.	28,000
Multi-Family & Housing Program: Sienna Green	56,095
Total Loan/Mortgage Value	\$ 988,815

The total value of existing loans and mortgages as of 12/31/15 is \$988,815, of which, \$506,680 is unrestricted. However, it will take over 20 years to fully collect on the outstanding balances based on current amortization schedules.

Finally, I will note that the City also holds approximately \$600,000 in funds in its TIF District #12 (Arona Site), and is slated to collect another \$130,000 in 2016. This District is scheduled for decertification on 12/31/16, however there may be potential uses that the EDA can capitalize on before decertification occurs. Any uses must be within the parameters previously outlined by Bond Counsel.