



City Council Agenda

Monday, September 27, 2010

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|---|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for September: Roe, Ihlan, Johnson, Pust, Klausing |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report |
| 6:15 p.m. | 5. Recognitions, Donations, Communications |
| 6:20 p.m. | 6. Approve Minutes
a. Approve Minutes of September 20, 2010 Meeting |
| 6:25 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Set a Public Hearing for transfer of Ownership for Roseville Wine & Spirits, LLC dba Snelling Liquors application for Off Sale Intoxicating Liquor License
c. Appoint Election Judges and Authorize City Manager to Appoint, if needed
d. Receive <i>Imagine Roseville 2025</i> Update
e. Receive Shared Services Report
f. Receive Grant Application Report
g. Approve new Metropolitan Council Section 8 Assistance Program Contract for Housing Inspection Services |
| 6:35 p.m. | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| | 10. Presentations |
| 6:40 p.m. | a. Parks and Recreation System Master Plan Draft Review |

and Comment

11. Public Hearings

- 7:40 p.m. a. Public Hearing for Solem Management, LLC's (dba Café Zia) Application for a Wine and 3.2% Liquor License
- 7:45 p.m. b. Public Hearing for Apple MN LLC's (Applebee's Neighborhood Grill and Bar) Application for On-Sale and Sunday Intoxicating Liquor License

12. Business Items (Action Items)

- 7:50 p.m. a. Consider Solem Management, LLC's (dba Café Zia) Application for a Wine and 3.2% Liquor License
- 7:55 p.m. b. Consider Apple MN LLC's (Applebee's Neighborhood Grill and Bar) Application for On-Sale and Sunday Intoxicating Liquor License
- 8:00 p.m. c. Consider Recycling Services Contract
- 8:20 p.m. d. Consider Community Survey
- 8:35 p.m. e. Consider City Abatement for Violations of City Code at 885 County Road C-2
- 8:45 p.m. f. Consider City Abatement for Violations of City Code at 2875 Griggs
- 8:55 p.m. g. Consider City Abatement for Violations of City Code at 850 Lovell
- 9:05 p.m. h. Consider Minimum Lot Size Ordinance
- 9:25 p.m. i. Consider a Minor Subdivision Creating Three Residential Parcels from the Two Existing Parcels at 3077 and 3091 Fairview Avenue (PF07-054)
- 9:35 p.m. j. Consider a Minor Subdivision Creating Two Additional Residential Parcels at 2218 Hwy 36 (PF10-019)

13. Business Items – Presentations/Discussions

- 9:45 p.m. **14. City Manager Future Agenda Review**
- 9:50 p.m. **15. Councilmember Initiated Items for Future Meetings**
- 10:00 p.m. **16. Adjourn**

Some Upcoming Public Meetings.....

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Tuesday	Sep 28	6:30 p.m.	Public Works, Environment & Transportation Commission
Tuesday	Oct 5	6:30 p.m.	Parks & Recreation Commission
Wednesday	Oct 6	6:30 p.m.	Planning Commission
Monday	Oct 11	6:00 p.m.	City Council Meeting
Tuesday	Oct 12	6:30 p.m.	Human Rights Commission
Monday	Oct 18	6:00 p.m.	City Council Meeting
Tuesday	Oct 19	6:00 p.m.	Housing & Redevelopment Authority
Monday	Oct 25	6:00 p.m.	City Council Meeting
Tuesday	Oct 26	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Oct 25	5:30 p.m.	2010 Human Rights Forum Roseville Skating Center, 2661 Civic Center Drive
Thursday	Oct 28	5:00 p.m.	Grass Lake Water Management Organization

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

Date: 9/27/10

Item: 6.a

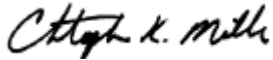
Approve 9/20/10 Minutes

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 9/27/2010
Item No.: 7.a

Department Approval



City Manager Approval



Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$362,819.16
60054-60152	\$251,461.75
Total	\$614,280.91

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: n/a

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 9/22/2010 - 1:06 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/16/2010	Telephone	Telephone	FSH Communications-LLC		64.13
0	09/16/2010	Non Motorized Pathways	NESCC-Fairview Pathway	Evergreen Land Services		2,250.00
0	09/16/2010	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc		812.04
0	09/16/2010	General Fund	Operating Supplies	Sysco Mn		78.57
0	09/16/2010	Recreation Fund	Operating Supplies	Sysco Mn		39.96
0	09/16/2010	Recreation Fund	Operating Supplies	Sysco Mn		7.00
0	09/16/2010	Recreation Fund	Operating Supplies	Sysco Mn		7.96
0	09/16/2010	Recreation Fund	Professional Services	Joe Tricola		50.00
0	09/16/2010	Information Technology	Transportation	Shaun Shaver		43.50
0	09/16/2010	Solid Waste Recycle	Conferences	Recycling Association of MN		240.00
0	09/16/2010	General Fund	211403 - Flex Spend Day Care			550.00
0	09/16/2010	Water Fund	Professional Services	Elecsys International Corp.		93.65
0	09/16/2010	Water Fund	Use Tax Payable	Elecsys International Corp.		-6.02
0	09/16/2010	General Fund	Operating Supplies	Julie Griffin		50.33
0	09/16/2010	Police Forfeiture Fund	Professional Services	John Jorgensen		9.02
0	09/16/2010	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227		5,342.18
0	09/16/2010	General Fund	210600 - Union Dues Deduction	MN Teamsters #320		578.24
0	09/16/2010	General Fund	Transportation	Steve Zweber		134.00
0	09/16/2010	Community Development	Electrical Inspections	Tokle Inspections, Inc.		4,001.20
0	09/16/2010	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota		5,351.61
0	09/16/2010	General Fund	211403 - Flex Spend Day Care			732.00
0	09/16/2010	License Center	Rental	Gaughan Properties		4,452.00
0	09/16/2010	General Fund	211403 - Flex Spend Day Care			189.00
0	09/16/2010	General Fund	211402 - Flex Spending Health			353.65
0	09/16/2010	Telecommunications	Printing	Greenhaven Printing		6,027.75
0	09/16/2010	Telecommunications	Use Tax Payable	Greenhaven Printing		-387.75
0	09/16/2010	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC		1,461.89
0	09/16/2010	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC		441.00
0	09/16/2010	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC		1,271.14
0	09/16/2010	General Fund	Training	City of St. Paul		900.00
0	09/16/2010	Workers Compensation	Professional Services	SFM Risk Solutions		1,063.00
0	09/16/2010	General Fund	Operating Supplies	City of St. Paul		1,843.05
0	09/16/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank		23.70
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		-43.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		75.75
0	09/16/2010	Recreation Donations	Operating Supplies	St. Croix Recreation Co., Inc.		929.81
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		70.53
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		43.61
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		57.59
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		173.84
0	09/16/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		22.58
0	09/16/2010	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn P.A.		280.00
0	09/16/2010	License Center	Professional Services	Quicksilver Express Courier		151.62
0	09/16/2010	Fire Vehicles Revolving	Fire Department Vehicles	Rosenbauer-General Safety Equipment, LLC		267,951.00
0	09/16/2010	Solid Waste Recycle	Professional Services	Eureka Recycling		33,994.04
0	09/16/2010	Recreation Fund	Operating Supplies	Grainger Inc		21.55
0	09/16/2010	Recreation Fund	Operating Supplies	Grainger Inc		16.67
0	09/16/2010	Recreation Fund	Operating Supplies	Grainger Inc		22.68
0	09/16/2010	General Fund	Motor Fuel	Yocum Oil		18,603.20
0	09/16/2010	Recreation Fund	Operating Supplies	Eagle Clan, Inc		423.01
0	09/16/2010	General Fund	Op Supplies - City Hall	Eagle Clan, Inc		505.52
0	09/16/2010	P & R Contract Maintenance	Operating Supplies	Eagle Clan, Inc		81.12
0	09/16/2010	General Fund	Operating Supplies City Garage	Eagle Clan, Inc		499.85
0	09/16/2010	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc		74.55
0	09/16/2010	General Fund	Operating Supplies	Streicher's		40.99
0	09/16/2010	General Fund	Operating Supplies	Streicher's		40.99
0	09/16/2010	General Fund	Operating Supplies	Streicher's		330.24
0	09/16/2010	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc		337.94
0	09/16/2010	Recreation Fund	Operating Supplies	Fastenal Company Inc.		46.29
Check Total:						362,819.16
60054	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Diane Alshouse		60.00
Check Total:						60.00
60055	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Dale Anderson		60.00
Check Total:						60.00
60056	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Jonathan Anderson		60.00
Check Total:						60.00
60057	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	William Bart		60.00
Check Total:						60.00
60058	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Kayleen Bonczek		60.00
Check Total:						60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60059	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Ryan Burke		60.00
					Check Total:	60.00
60060	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Darrell Cascio		60.00
					Check Total:	60.00
60061	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Robert Erdman		60.00
					Check Total:	60.00
60062	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Terrence Fleming		60.00
					Check Total:	60.00
60063	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Christine Haack		60.00
					Check Total:	60.00
60064	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Frank Hess		60.00
					Check Total:	60.00
60065	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Nam M Ho		60.00
					Check Total:	60.00
60066	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Amy Kerber		60.00
					Check Total:	60.00
60067	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Dennis Libra		60.00
					Check Total:	60.00
60068	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Brian Okstad		60.00
					Check Total:	60.00
60069	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Bartt Pierce		60.00
					Check Total:	60.00
60070	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Margaret Schloteldt		60.00
					Check Total:	60.00
60071	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Richard Schultz		60.00
					Check Total:	60.00
60072	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Ken Tonn		60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						60.00
60073	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Rachana Visaria		60.00
Check Total:						60.00
60074	09/15/2010	Housing & Redevelopment Agency	Payment to Owners	Brian Wall		60.00
Check Total:						60.00
60075	09/16/2010	General Fund	Operating Supplies	3M		769.50
Check Total:						769.50
60076	09/16/2010	Recreation Fund	Ice Rental	98 Junior North Stars		149.98
Check Total:						149.98
60077	09/16/2010	Information Technology	Contract Maintenance	Access Communications Inc		56.51
60077	09/16/2010	Information Technology	Contract Maintenance	Access Communications Inc		39.01
Check Total:						95.52
60078	09/16/2010	General Fund	Clothing	Aspen Mills Inc.		49.95
60078	09/16/2010	General Fund	Clothing	Aspen Mills Inc.		132.86
Check Total:						182.81
60079	09/16/2010	General Fund	Contract Maintenance	Atlas Business Solutions, Inc.		450.00
Check Total:						450.00
60080	09/16/2010	General Fund	Vehicle Supplies	Batteries Plus, Inc.		193.91
Check Total:						193.91
60081	09/16/2010	Telecommunications	Memberships & Subscriptions	Broadcasting & Cable		214.99
Check Total:						214.99
60082	09/16/2010	Recreation Fund	Fee Program Revenue	Cindy Cameron		192.02
60082	09/16/2010	Recreation Fund	Fee Program Revenue	Cindy Cameron		19.00
60082	09/16/2010	Recreation Fund	Operating Supplies	Cindy Cameron		9.00
60082	09/16/2010	Recreation Fund	Sales Tax Payable	Cindy Cameron		5.98
60082	09/16/2010	Recreation Fund	Collected Insurance Fee	Cindy Cameron		5.00
Check Total:						231.00
60083	09/16/2010	General Fund	Operating Supplies	Central Power Distributors Inc		44.86
60083	09/16/2010	Boulevard Landscaping	Operating Supplies	Central Power Distributors Inc		44.85

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						89.71
60084	09/16/2010	Recreation Fund	Professional Services	City of Shoreview		984.97
Check Total:						984.97
60085	09/16/2010	General Fund	Training	City of St. Michael		25.00
Check Total:						25.00
60086	09/16/2010	Community Development	Deposits	Clear Choice Properties		2,845.50
Check Total:						2,845.50
60087	09/16/2010	Water Fund	Hydrant Meter Deposits	Clever Name Contracting		1,100.00
60087	09/16/2010	Water Fund	Water - Roseville	Clever Name Contracting		-8.80
60087	09/16/2010	Water Fund	State Sales Tax Payable	Clever Name Contracting		-0.57
60087	09/16/2010	Water Fund	Miscellaneous Revenue	Clever Name Contracting		-40.00
Check Total:						1,050.63
60088	09/16/2010	Golf Course	Merchandise For Sale	Coca Cola Bottling Company		220.75
Check Total:						220.75
60089	09/16/2010	General Fund	Operating Supplies	Coffee Mill, Inc.		404.00
Check Total:						404.00
60090	09/16/2010	Information Technology	Telephone	Comcast Cable		66.58
60090	09/16/2010	General Fund	Contract Maintenance	Comcast Cable		4.69
60090	09/16/2010	General Fund	Contract Maintenance	Comcast Cable		11.47
Check Total:						82.74
60091	09/16/2010	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair		2,109.24
Check Total:						2,109.24
60092	09/16/2010	Info Tech/Contract Cities	Roseville School Joint Fiber	Dell-Comm Inc.		7,350.00
60092	09/16/2010	Sanitary Sewer	Other Improvements	Dell-Comm Inc.		1,763.33
60092	09/16/2010	Sanitary Sewer	Other Improvements	Dell-Comm Inc.		1,763.34
60092	09/16/2010	Sanitary Sewer	Other Improvements	Dell-Comm Inc.		1,763.33
Check Total:						12,640.00
60093	09/16/2010	Recreation Fund	Advertising	Dex Media East LLC		39.28
60093	09/16/2010	Golf Course	Advertising	Dex Media East LLC		39.27
Check Total:						78.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60094	09/16/2010	General Fund	Operating Supplies	Diamond Vogel Paints, Inc.		419.22
				Check Total:		419.22
60095	09/16/2010	General Fund	211200 - Financial Support	Discover Bank		281.16
				Check Total:		281.16
60096	09/16/2010	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
				Check Total:		210.24
60097	09/16/2010	Boulevard Landscaping	Operating Supplies	Earl F. Anderson, Inc.		459.57
				Check Total:		459.57
60098	09/16/2010	Golf Course	Operating Supplies	Ecolab Inc		202.38
				Check Total:		202.38
60099	09/16/2010	General Fund	Operating Supplies	EMP		52.95
60099	09/16/2010	General Fund	Operating Supplies	EMP		344.82
60099	09/16/2010	General Fund	Operating Supplies	EMP		405.13
				Check Total:		802.90
60100	09/16/2010	Golf Course	Operating Supplies	Excel Turf and Ornamental		502.31
				Check Total:		502.31
60101	09/16/2010	General Fund	Operating Supplies	Far From Normal		300.00
				Check Total:		300.00
60102	09/16/2010	General Fund	Operating Supplies	Fed Ex		128.22
				Check Total:		128.22
60103	09/16/2010	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.		33.64
60103	09/16/2010	Recreation Fund	Operating Supplies	Fra-Dor Inc.		727.19
60103	09/16/2010	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.		819.20
				Check Total:		1,580.03
60104	09/16/2010	Contracted Engineering Svcs	Capital Equipment	Frontier Precision, Inc.		461.70
60104	09/16/2010	General Fund	Other Improvements	Frontier Precision, Inc.		31,039.71
				Check Total:		31,501.41
60105	09/16/2010	Information Technology	Contract Maintenance	FWR Communication Networks		200.00
				Check Total:		200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60106	09/16/2010	Recreation Improvements	Other Improvements	G & L Construction Services LLC		15,200.00
				Check Total:		15,200.00
60107	09/16/2010	Storm Drainage	Operating Supplies	Gertens Greenhouses		112.00
60107	09/16/2010	Boulevard Landscaping	Operating Supplies	Gertens Greenhouses		148.51
60107	09/16/2010	Boulevard Landscaping	Operating Supplies	Gertens Greenhouses		-4.01
				Check Total:		256.50
60108	09/16/2010	Water Fund	Watermain Lining	GM Contracting, Inc.		33,378.21
				Check Total:		33,378.21
60109	09/16/2010	General Fund	Contract Maintenance Vehicles	Harmon Auto Glass		203.25
				Check Total:		203.25
60110	09/16/2010	General Fund	Other Improvements	HealthEast Vehicle Services		3,770.00
				Check Total:		3,770.00
60111	09/16/2010	Recreation Fund	Contract Maintenance	Hejny Rentals, Inc.		80.95
				Check Total:		80.95
60112	09/16/2010	General Fund	Rental	Hennepin Technical College		900.00
				Check Total:		900.00
60113	09/16/2010	Boulevard Landscaping	Operating Supplies	Heritage Shade Tree Consultants		318.75
				Check Total:		318.75
60114	09/16/2010	Recreation Fund	Building Rental	Deb Hetland		375.00
				Check Total:		375.00
60115	09/16/2010	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956		350.28
				Check Total:		350.28
60116	09/16/2010	General Fund	211202 - HRA Employer	ING ReliaStar		10,044.00
				Check Total:		10,044.00
60117	09/16/2010	Water Fund	Hydrant Meter Deposits	Insituform Tech		1,000.00
				Check Total:		1,000.00
60118	09/16/2010	Sanitary Sewer	CIPP Lining of Sanitary Sewer	Insituform Technologies USA, Inc.		93,584.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						93,584.50
60119	09/16/2010	Recreation Fund	Operating Supplies	Intl Chemtex Corp		1,036.70
Check Total:						1,036.70
60120	09/16/2010	General Fund	Professional Services	ISS Facility Services-Minneapolis, Inc.		4,090.88
60120	09/16/2010	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapolis, Inc.		798.23
60120	09/16/2010	General Fund	Professional Services	ISS Facility Services-Minneapolis, Inc.		399.11
60120	09/16/2010	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapolis, Inc.		598.67
60120	09/16/2010	License Center	Professional Services	ISS Facility Services-Minneapolis, Inc.		498.89
Check Total:						6,385.78
60121	09/16/2010	Recreation Fund	Fee Program Revenue	Lisa Jensen		18.50
60121	09/16/2010	Recreation Fund	Fee Program Revenue	Lisa Jensen		1.50
60121	09/16/2010	Recreation Fund	Collected Insurance Fee	Lisa Jensen		1.00
Check Total:						21.00
60122	09/16/2010	General Fund	Clothing	Keepers Inc		799.99
Check Total:						799.99
60123	09/16/2010	General Fund	Training	Dennis Kim		52.09
Check Total:						52.09
60124	09/16/2010	Equipment Replacement Fund	Rental - Copier Machines	Konica Minolta Business Solutions, Inc		69.86
60124	09/16/2010	Equipment Replacement Fund	Rental - Copier Machines	Konica Minolta Business Solutions, Inc		2,003.15
Check Total:						2,073.01
60125	09/16/2010	Water Fund	Hydrant Meter Deposits	David Kray		400.00
60125	09/16/2010	Water Fund	Miscellaneous Revenue	David Kray		-40.00
Check Total:						360.00
60126	09/16/2010	General Fund	210600 - Union Dues Deduction	LELS		1,596.00
Check Total:						1,596.00
60127	09/16/2010	General Fund	Advertising	Lillie Suburban Newspaper Inc		71.66
60127	09/16/2010	Community Development	Advertising	Lillie Suburban Newspaper Inc		84.31
60127	09/16/2010	General Fund	Advertising	Lillie Suburban Newspaper Inc		160.40
Check Total:						316.37
60128	09/16/2010	General Fund	Conferences	MCPA		210.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						210.00
60129	09/16/2010	General Fund	Operating Supplies	Meigs Paving Asphalts & Emulsions		82.50
Check Total:						82.50
60130	09/16/2010	Community Development	Miscellaneous Revenue	MN Dept of Labor and Industry		-41.86
60130	09/16/2010	Community Development	Building Surcharge	MN Dept of Labor and Industry		2,095.64
Check Total:						2,053.78
60131	09/16/2010	Recreation Fund	Memberships & Subscriptions	National Geographic Little Kids		15.00
Check Total:						15.00
60132	09/16/2010	General Fund	Training	Natl Assoc of School Resource Officers, Inc.		495.00
Check Total:						495.00
60133	09/16/2010	Recreation Fund	Non Fee Program Revenue	Colleen Nelson		34.00
60133	09/16/2010	Recreation Fund	Fee Program Revenue	Colleen Nelson		2.00
60133	09/16/2010	Recreation Fund	Collected Insurance Fee	Colleen Nelson		2.00
Check Total:						38.00
60134	09/16/2010	Recreation Fund	Operating Supplies	North Suburban Youth Foundation, Inc		718.00
Check Total:						718.00
60135	09/16/2010	Golf Course	Contract Maintenance	On Site Sanitation, Inc.		40.61
Check Total:						40.61
60136	09/16/2010	General Fund	Professional Services	Performance Plus, Inc.		335.00
60136	09/16/2010	General Fund	Professional Services	Performance Plus, Inc.		1,005.00
Check Total:						1,340.00
60137	09/16/2010	General Fund	211401- HSA Employee	Premier Bank		1,786.15
60137	09/16/2010	General Fund	211405 - HSA Employer	Premier Bank		3,586.15
Check Total:						5,372.30
60138	09/16/2010	Storm Drainage	Contract Maintenance	Q3 Contracting, Inc.		217.37
60138	09/16/2010	Storm Drainage	Contract Maintenance	Q3 Contracting, Inc.		72.82
Check Total:						290.19
60139	09/16/2010	Telephone	St. Anthony Telephone	Qwest		300.48
60139	09/16/2010	Telephone	Telephone	Qwest		172.11
60139	09/16/2010	Telephone	Telephone	Qwest		641.26

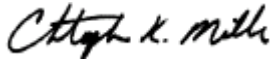
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60139	09/16/2010	Telephone	Telephone	Qwest		641.26
60139	09/16/2010	Telephone	Telephone	Qwest		641.26
60139	09/16/2010	Telephone	Telephone	Qwest		86.06
60139	09/16/2010	Telephone	Telephone	Qwest		641.26
60139	09/16/2010	Telephone	Telephone	Qwest		61.09
Check Total:						3,184.78
60140	09/16/2010	P & R Contract Maintenance	Professional Services	Rainbow Tree Care		2,822.74
Check Total:						2,822.74
60141	09/16/2010	General Fund	Professional Services	Ramsey County Recorder		6.70
Check Total:						6.70
60142	09/16/2010	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik		368.03
Check Total:						368.03
60143	09/16/2010	Singles Program	Operating Supplies	Ron Rieschl		20.00
Check Total:						20.00
60144	09/16/2010	Building Improvements	MN Grant Skating Center	Roof Spec Inc.		300.00
Check Total:						300.00
60145	09/16/2010	Recreation Fund	Overpayment of Program Fees	John Sagstetter		73.50
Check Total:						73.50
60146	09/16/2010	General Fund	Operating Supplies	Sam's Club		19.22
Check Total:						19.22
60147	09/16/2010	General Fund	Operating Supplies	Staples Business Advantage, Inc.		238.28
60147	09/16/2010	General Fund	Operating Supplies	Staples Business Advantage, Inc.		95.11
Check Total:						333.39
60148	09/16/2010	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD		68.90
Check Total:						68.90
60149	09/16/2010	General Fund	Professional Services	Sheila Stowell		264.50
60149	09/16/2010	General Fund	Professional Services	Sheila Stowell		4.35
Check Total:						268.85
60150	09/16/2010	Police Forfeiture Fund	Professional Services	Twin Cities Transport & Recove		90.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						90.84
60151	09/16/2010	Recreation Fund	Contract Maintenance	United Rentals Northwest, Inc.		48.09
Check Total:						48.09
60152	09/16/2010	General Fund	Contract Maintenance	Verizon Wireless		432.71
Check Total:						432.71
Report Total:						614,280.91

REQUEST FOR COUNCIL ACTION

Date: 09-27-10
Item No.: 7 . b

Department Approval



City Manager Approval



Item Description: Set a Public Hearing for transfer of Ownership for Roseville Wine & Spirits, LLC dba Snelling Liquors application for Off Sale Intoxicating Liquor License

Background

Roseville Wine & Spirits, LLC dba Snelling liquors has applied for a transfer of ownership of their Off Sale Intoxicating liquor license at 2217 Snelling Avenue N. The City Attorney will review the application prior to the issuance of the license to ensure that it is in order. A representative from Snelling Liquors will attend the hearing to answer any questions the Council may have.

Financial Implications

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

Council Action

Motion to set a public hearing for Off-Sale Intoxicating liquor license for Roseville Wine & Spirits, LLC dba Snelling Liquors to be held on October 11th.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company. Name State Fund Mutual Policy # 41527201
 Licensee's MN Sales and Use Tax ID # _____ apply for a MN sales and use tax ID #, call (651) 296-6181
 Licensee's Federal Tax ID # _____

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC) ROSEVILLE WINE AND SPIRITS LLC		Social Security #	Trade Name or DBA Snelling Liquors	
License Location (Street Address & Block No.) 2217 Snelling Ave N		License Period From 1.1.10 To 12.31.10		Applicant's Home Phone #
City Roseville	County RAMSEY	State MN	Zip Code 55113	
Name of Store Manager Terri Metcalf		Business Phone Number 6516336777		DOB (Individual Applicant)

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
LAURIS DeLou Valtinson			officer owner	50%	
Terri Jo Metcalf			officer owner	50%	
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 9-13-10, state incorporated in Minnesota, amount paid in capital 196,000. If a subsidiary of any other corporation, so state _____ and give purpose of corporation _____. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? ☐ Yes ☐ No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
ONE FLOOR, 1/2 building, Street Level
- Is establishment located near any state university, state hospital, training school, reformatory or prison? ☐ Yes ☒ No If yes state approximate distance. _____
- Name and address of building owner: CMD Properties INC - Cliff Snyder
2215 Snelling Ave N. Roseville MN 55113
Has owner of building any connection, directly or indirectly, with applicant? ☐ Yes ☒ No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? ☐ Yes ☒ No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. NO
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
☐ Yes ☒ No If yes, give name and address of establishment. _____

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? ☒ Yes ☐ No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. ☐ Yes ☒ No ☐ Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. ☐ Yes ☒ No ☐ Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. _____
12. State Number of Employees 5
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? _____
14. If this license is being issued by a County Board, is it located in an organized township? If so, attach township approval. _____

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. NO
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. NO
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? ☐ Yes ☒ No If yes, give dates, charges and final outcome. _____
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☐ Yes ☒ No If yes, attach a copy of the summons. _____

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- ☐ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- ☐ B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Signature of Applicant

Date

LAURIS VALTINSON

Lauris Valtinson

9/20/10

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department

Title

Signature

County Attorney's Signature

PS 9136-(2009)

IMPORTANT NOTICE

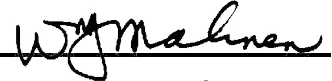
All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.
For information call (513) 684-2979 or 1-800-937-8864

REQUEST FOR COUNCIL ACTION

Date: September 27, 2010
Item No.: 7 . C

Department Approval

City Manager Approval



Item Description: Appoint Election Judges and Authorize City Manager to Appoint, if needed

BACKGROUND

Minnesota Statute Sect 204B21, Subd 2, requires that election judges for precincts in a municipality be appointed by the governing body of the municipality at least 25 days before an election.

Judges are assigned to precincts in compliance with all state laws. Occasionally, additional judges may be added after the 25th day to ensure compliance with state law and to meet precinct needs.

By approving the RCA the City Council authorizes individuals to serve in the November 2 General Election and authorizes the City Manager to appoint additional judges, as needed.

POLICY OBJECTIVE

Meet state statute pertaining to election judge appointments and ensure that an adequate number of judges are available to administer the general election.

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

Approve the Request for Council Action appointing election judges to work at the November 2, 2010 General Election and authorizing the City Manager to appoint additional judges if the need arises.

REQUESTED COUNCIL ACTION

Approve the Request for Council Action appointing election judges to work at the November 2, 2010 General Election and authorizing the City Manager to appoint additional judges if the need arises.

REQUESTED COUNCIL ACTION

Prepared by: Carolyn Curti, Elections Coordinator
Attachments: A: Election judge list

First Name	Last Name	First Name	Last Name	First Name	Last Name
Jerry Ann	King	Kim	Voss	Mary	Lunzer
Jill	Lund	Kimberlee	Redington	Mary	Poeschl
Jim	Heuer	Kris (Iris)	Baird	Mary	Rhode
Joan	Affeldt	Laura	Grundtner	Mary	Robbins
Joan	Bean	Laurel	Cederberg	Mary Ann	Palmer
Joan	Carchedi	LaVerne	Dickhudt	Mary J.	Drache
Joanne	Bittner	Laverne	Esch	Mary Lou	Gavin
Joanne	Odegard	Leah	Doherty	Mary Lou	Schmitz
Joanne	Peterson	Lee	Mallin	MaryAnn	Jurney
Joanne	Robbins	Lenore	Hartmann	Maureen	Dalnes
John	Borden	Linda	Groth	Maureen	Misgen
John	Wottrich	Linda	Hebert	Merrie	Zakaras
Joseph R.	Zwack	Linda	Luna	Merry Ann	Hodge
Joyce	Markham	Linda	Olson	Mike	Rose
Judith	Goff	Linda	Ruesch	Mildred M.	DeZiel
Judy	Florine	Lisa	LeMay	Mitchell	Helle-Morrissey
Juliana	Kimball	Liz	Harper	Mychael	Walter
June	Stewart	Lois	Weier	Nancy	Neumann
Kami	Miller	Lois K.	Berns	Nancy	Rude
Karen	Keeney	Lorraine	Eitel	Nestor	Riano
Karen	Newman	Lorraine	Fait	Norma	Ethen
Karen	Rajcic	Lyn	Grunewald	Norman	Peterson
Karen	Wasiluk	Lynn	Maier-Belair	Pat	Kloss
Karyl L.	Petersen	Manuel T.	Woods	Pat	Weber
Kathleen	Morris	Margaret	Enloe	Patricia	Lund
Kathleen	Shearon	Marie	Buettner	Patricia	Rose
Kathryn	Bitney	Marilyn	Dunshee	Patrick	Burns
Kathryn	Vilendrer	Marilyn	Maguire	Paul	Braun
Kathy	Ortloff	Marlys	Benshoof	Paula	Rusterholz
Katie	Castle	Marlys	Schwab	Peggy	Verkuilen
Kay	Frederickson	Marvin	Root	Peter	Rhode
Ken	Rhodes	Mary	Cantwell	Phyllis	Frechette
Kenneth	Boyer	Mary	Johnston	Quintin	Heckert
Kenneth	Kaden	Mary	Kepke	Richard	Oswald

RCA 2010General

First Name	Last Name
Alexander	Kennedy
Amy	Herrera
Ana Lea	Barraquet-Bossi
Andrea	Brodtmann
Angelina	Fenske
Angie	Hoffmann-Walter
Ann	Thelen
Anne	Venne
Ardeth	Gutzmann
Arlene	Zwickel
Art	Stoeberl
Barb	Meyer
Barb	Obeda
Barb	Yates
Betty	Hanson
Betty	McNulty
Betty	Richards
Betty Jean	Clay
Beverly	Bail
Bill	Krause
Bonnie	Salverda
Brent	Engebretson
Bruce	Kennedy
Bryant	Ficek
Carol	Doughty
Carol	Ingersoll
Carol	Kough
Carole	Erickson
Carole	Hamre
Carolyn	Cushing
Catherine	Bell
Catherine	Croghan

First Name	Last Name
Charles	Johnson
Charles	McJilton
Charles S.	Stene
Charlie	Quick
Charlotte	Ferlic
Cheryl	Sharp
Chuck	Cochrane
Clarice	Erickson
Colleen	Reinert
Darlene	Belka
David	Voss
Debbie	Prince
Deborah	Rankin-Moore
Delores	Degraw
Derek	Schramm
Donna	Huberty
Dorothy	Manke
Dorothy	Sonnack
Duane	Sanocki
E. Anita	Peterson
Ed	Bailen
Ed	Langan
Ed	Obeda
Edgar	Meyer
Elaine	Heisterkamp
Eleanor	Palmer
Elise	Walster
Elizabeth	Montour
Elizabeth	Murray
Erik	Wolhowe
Ernest	Brodtmann
Ervin	Stoss
Florence	Jaeger
Francia	Weber

First Name	Last Name
Franklin	Barrett
Gail	Kenney
Gary	Grefenberg
Gary	Peterson
George	Edwards
George	Johnson
Geraldine	Skogen
Gerry	Frid
Gerry	Tierney
Gloria	Boyer
Gloria	Johnson
Gloria	Tymesen
Gordon	Gutzmann
Gretchen	Johnson
Hal	Rude
Harry	Wernecke
Helen	DeSmidt
Helen	Pritchett
Henry H.	Webster
Herbert	Dickhudt
Howard	Anderson
Howard	Reitz
James	Hennessy
Jan	Boehlke
Jan	Cooper
Jane	Peterson
Janelle	House
Janet	Dahle
Janet	Wilke
Janette	Ostendorf
Janice	Daire
Jean	Drake
Jean	Urie
Jerry	Laden

First Name	Last Name
------------	-----------

Rita	Zoff
Robert	Nelson
Robin	Chattopadhyay
Rosa	Chamblee
Rosemary	Johnson
Sally	Ennis
Sandy	Brennom
Sandy	Hanson
Sharell	Babin
Sharon	Gerber
Sharon	Oswald
Sharon	Trout
Sheila	Anderson
Shirley	Barber
Shirley	Buerkle
Shirley	Kennedy
Stephen	Jackson
Stephen	Muscanto
Stew	Thornley
Susan	Gilbertson
Susan	Melville
Terese	Chromey
Theodora	Lathrop
Theodore	Thompson
Thomas	Kennedy
Vernon	Eidman
Vicky	Lorenz
Victor	Shepperd
Wanda	Emanuel-Woods
Wanda	Krause
Warren	Anderson
Wayne	Griesel

REQUEST FOR COUNCIL ACTION

Date: 09/27/10
Item No.: 7.d

Department Approval

City Manager Approval



Item Description: Receive Quarterly Update of Imagine Roseville 2025 Medium and Long Term Goals

BACKGROUND

The September 2010 Update of the Imagine Roseville 2025 Medium and Long Term Goals is provided in fulfillment of the City Manager's requirement to regularly report the progress of staff to the Council. Note: There is no new activity this quarter to report.

REQUESTED COUNCIL ACTION

Receive the September 2010 Quarterly Update of the Imagine Roseville 2025 Medium and Long Term Goals.

Prepared by: Bill Malinen

Attachments: A: September 2010 Update of the Imagine Roseville 2025 Medium and Long Term Goals

**Imagine Roseville 2025
Medium & Long Term Goals
September 2010 Update**

Note: There is no new activity this quarter to report.

Medium Term Goals

Encourage businesses with family-sustaining jobs	❑ Twin Lakes Phase II infrastructure project out for bid. Expected start, Summer 2010. <i>PT 6/10</i> ❑ Twin Lakes infrastructure 90% complete, Phase II is being planned for 2010 <i>PT 12/09</i> ❑ Twin Lakes infrastructure project underway. <i>PT 9/09</i> ❑ Twin Lakes infrastructure project out for bids. Expected start date, June 2009 <i>PT 6/09</i> ❑ Began the design work for the Twin Lakes public infrastructure to better position the project to take advantage of development opportunities when they arise. <i>PT 3/09</i> ❑ This past spring, the City created the Twin Lakes Public Financial Participation Framework that created a high priority in granting TIF funds within Twin Lakes to projects that create family-sustaining jobs. <i>PT 7/08</i>
More actively support existing businesses	❑ No new activity to report at this time. <i>PT 6/10</i> ❑ No new activity to report at this time <i>PT 9/09</i> ❑ Worked with the Ramsey County and State of Minnesota to assist UV Color with their expansion plans. <i>PT 6/09</i> ❑ No new activity to report at this time. <i>PT 3/09</i> ❑ Given the budget dollars, funding is not possible for 2009. <i>PT 10/08</i> ❑ Staff has brought forward to the Council about participating in the Twin Cities Capital Community Fund, which will lend money to businesses in participating communities. Decision pending. <i>PT 7/08</i>
Increase funding for and more actively promote housing redesign program	❑ No new activity to report at this time. <i>PT 6/10</i> ❑ No new activity to report at this time <i>PT 9/09</i> ❑ The Multi-Family loan program is in place, but no applications have been received. <i>PT 6/09</i> ❑ The RHRA has discontinued the redesign program due to a lack of interest. However, the RHRA has instituted a new multi-family loan program to assist property owners to make exterior improvements and incorporate energy efficient improvements in their buildings. <i>PT 3/09</i> ❑ Given the limited participation, the RHRA is proposing to no longer fund the program and utilize funding for existing loan programs and marketing of RHRA services to reach more residents. The RHRA is preparing to create a multi-family rehab program to allow for reinvestment in aging properties. <i>PT 10/08</i> ❑ In the past six months, the Roseville HRA has reviewed the existing redesign program and has changed some of the program guidelines to make it available to more people. Improvements to program ongoing. <i>PT 7/08</i>
Provide loans and other assistance to help people maintain property	❑ No new activity to report at this time. <i>PT 6/10</i> ❑ The HRA has prepared a budget and levy that will continue loan and assistance programs subject to City Council approval. <i>PT 12/09</i> ❑ The HRA has revisited its strategic plan in order to reprioritize its goals and programs. <i>PT 9/09</i> ❑ The HRA is paying for page in the City newsletter to better promote

	its programs as well as providing resources for our residents. <i>PT 9/09</i> ❑ No new activity to report <i>PT 6/09</i> ❑ The RHRA has created a new multi-family loan program to foster reinvestment into the community's multi-family housing stock. In addition, the City has improved its code enforcement policies and procedures to better inform residents and property owners. <i>PT 3/09</i> ❑ In 2008, the Roseville HRA consolidated its loan program into one program for easier convenience. The RHRA also continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. <i>PT 10/08</i> ❑ In the past six months, the Roseville HRA has reviewed its existing loan programs and has consolidated two loan programs into one and have made the funds more available for residents to make exterior and interior improvements. The Roseville HRA also added another \$133,000 to the loan pool. The Roseville HRA continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. <i>PT 7/08</i>
Seek collaborative partners and alternative funding mechanisms	❑ JPA signed with City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually. <i>CM 6/09</i> ❑ 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. <i>CM 6/09</i> ❑ Engaged the City of Lake Elmo to provide Accounting Services generating surplus monies. <i>CM 3/09</i> ❑ Provided City Manager proposal for creating a Streetlight Utility for funding installation and operation of streetlights citywide. <i>DS 10/08</i> ❑ Alternative funding mechanisms have been discussed briefly but not yet researched to determine whether viable. <i>CM 7/08</i>
Foster youth leadership and development	❑ Re-implementation of the Police Explorers Program in 2008. <i>CS 3/09</i> ❑ Improved relatively new Leaders in Training (LIT) program. No new programs have begun at this time. <i>LB 7/08</i>
Citywide transportation system	❑ Will explore opportunities for connection from new Park N Ride facility. <i>DS 3/09</i> ❑ Researching possibilities of moving youngsters to and from programs and facilities. <i>LB 7/08</i>
Update Master Plans (to include parks and community facilities) throughout Parks & Recreation System.	❑ City Council authorized an agreement with LHB/Cornejo to lead the System Master Plan Update <i>LB 9/09</i> ❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ RFPs issued, proposals received and analyzed. Plan to bring to City Council in March, 2009 for consideration. Difficult as no funding for the project has been identified. <i>LB 3/09</i> ❑ Pathway Master Plan approved by City Council in September. <i>DS 10/08</i> ❑ RFP being finalized with Parks and Recreation Commission. Will soon bring to City Council for input and authorization to issue. <i>LB 10/08</i> ❑ Pathway Plan update underway. <i>DS 7/08</i> ❑ Met with six firms to gather pre request for proposal (RFP) information. Plan to discuss further with Parks and Recreation

	Commission at an upcoming meeting. <i>LB 7/08</i>
Include shade pavilions and/or park shelters at all parks to promote neighborhood connections and accommodate neighborhood gatherings	❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
Revise water rates from use base to conservation base incentives for 10-20% reduction in residential and business usage	❑ For 2009, adopted a conservation-based rate structure to encourage water conservation and greater transparency in actual costs. <i>CM 3/09</i> ❑ PWETC recommendation for 2009 implementation at September 08 meeting. Anticipate Council discussion November 2008. <i>DS 10/08</i> ❑ Discussed with PWETC April, 2008 Council discussion August/September 2008. <i>DS 7/08</i> ❑ Initial discussions are expected in the Fall of '08, but our rate structure is heavily dependent on high water users to support utility operations. It is unlikely that our rate structure could be changed to a conservation base until 2010. <i>CM 7/08</i>
Fund Citywide traffic model	❑ No new activity <i>DS 6/09</i> ❑ No new activity (funding challenges). <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ CIP discussion item. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ City awarded LCDA grant for construction of trail from Sienna Green to County Road B. Construction expected in 2011. <i>PT 6/10</i> ❑ Draft of new residential and commercial zoning codes promotes design that promotes walkability. <i>PT 6/10</i> ❑ Staff, in conjunction with AEON, has applied for an LCDA grant from Metropolitan Council for a grant to construct a sidewalk from Har Mar Apartments to County Road B which dramatically improve walkability and access for the residents of the Har Mar Apartments to local stores and transit options. <i>PT 12/</i> ❑ Staff is planning on sending out RFPs for the new zoning code in September. <i>PT 9/09</i> ❑ Rice Street Interchange design will incorporate bike and ped facilities into the design and have discussed transit needs with Met Council. <i>DS 6/09</i> ❑ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. <i>PT 6/09 - see also Long Term Goals</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Long Term Goals</i> ❑ Comp Plan Transportation section discusses each of these items. Council discussion October 08. <i>DS 10/08</i> ❑ Livable Communities concepts incorporated into design guidelines, Pathway Master Plan discusses ped and bike goals and policies. <i>DS 7/08</i>
Long Term Goals	
Develop program to provide fire, safety, CPR, fire extinguisher training to businesses	❑ The Fire Department started offering fire training classes and CPR classes to businesses and community members who request such training. This started with the adoption of the City Fee Schedule on November 17, 2008. <i>RG 3/09</i> ❑ The Fire Dept will begin offering CPR/AED at a rate of \$80 per student and Safety Training at a rate of \$80 per hour. Costs will cover

	prorated trainer's salary/benefits, books, training materials, administrative time. These services will be offered to businesses once the City's fee schedule is amended to include these fees and this <i>IR2025</i> goal will be complete. <i>RG 7/08</i>
Community Center Discussion	❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
Establish a Community Resource and Volunteer Center/Network with support and coordinating staff to recruit, train, nurture volunteers.	❑ Proposal accepted by the 2009 Leadership St. Paul Program to assign a group to Roseville to enhance the volunteer program by creating a comprehensive community volunteer model. <i>LB 3/09</i> ❑ Researching possible resources needed to establish such a program and what a program of this type would look like. <i>LB 7/08</i>
Identify segments with poor or no connection. Follow Master plan guide. Address Hwy 36 and Snelling crossing barriers: tunnels or bridges at Lydia, Co C, Co B, or Roselawn	❑ No new activity. <i>DS 6/09</i> ❑ Developing Fairview NTP Pathway project for 2009 construction. Seeking funding opportunities. <i>DS 3/09</i> ❑ Pathway Master Plan adopted September 08. Seeking funding opportunities. <i>DS 10/08</i> ❑ Discussed as part of Pathway Plan update, incorporate into final draft plus additional locations. <i>DS 7/08</i>
Consider Roundabouts, if space and buying R.O.W. is feasible	❑ Second Roundabout to be constructed in Twin Lakes Summer 2010 <i>DS 5/10</i> ❑ First Roundabout will be constructed late summer 2009 in Twin Lakes Phase I <i>DS 6/09</i> ❑ Roundabout included in Phase I Twin Lakes improvements construction 2009. <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ Look into ROW requirements and identify possible corridors 2009. <i>DS 7/08</i>
Add buses and routes for flexibility and suburb-to-suburb travel	❑ Have had additional discussion with Metro Transit regarding additional service to Park N Ride <i>DS 4/10</i> ❑ No new activity <i>DS 6/09</i> ❑ Explore opportunities created by new Park N Ride <i>DS 3/09</i> ❑ Discussed this flexibility with Metro Transit for Twin Lakes Park N Ride facility. <i>DS 10/08</i> ❑ Continue to push this issue in all discussions with Metro Transit. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ Provided feedback to Metro Transit on proposal for additional Park N Ride facility in Little Canada at County Road B and Rice St <i>DS 5/10</i> ❑ Draft of new residential and commercial zoning codes promotes design that promotes walkability. <i>PT 6/10</i> ❑ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. <i>PT 6/09</i> ❑ No new activity <i>DS 3/09</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Med Term Goals</i> ❑ Included in Transportation section of Comp Plan. <i>DS 10/08</i> ❑ The City has also been working with surrounding communities to promote the development of the Northeast Diagonal as a transit corridor. <i>PT 10/08</i> ❑ Identify needs in CIP 2009-2018 Meeting with Northeast Diagonal

	cities to pursue getting corridor back into 2030 Plan. <i>DS 7/08</i> ❑ These items are being emphasized in the Comprehensive Plan Update with the goal of making alternative forms of a greater priority in the community's growth and redevelopment in the future. <i>PT 7/08</i>
Work w/ Metro Transit to identify location of long-term park-n-ride facility	❑ Park and Ride structure completed and open for business. <i>PT 6/10</i> ❑ Under construction. Expected completion by 12/31/09 <i>PT 6/09</i> ❑ Metro Transit relooking at the Rice Street/Hwy 36 area <i>DS 6/09</i> ❑ Approved and open by 12/31/09 <i>DS 3/09</i> ❑ The City Council approved the Metro Transit Park and Ride facility in December 2008. Construction will commence in the spring of 2009 and will be completed by the end of the 2009. <i>PT 3/09</i> ❑ Ongoing. The City Council is currently considering the construction of a new park and ride facility located within Twin Lakes that is expected to replace the spaces at Rosedale Mall after 2011. Staff continues to have dialogue with Metro Transit staff regarding needs for additional park and ride facilities. <i>PT 10/08</i> ❑ Council Consideration of Twin Lakes facility October 2008. <i>DS 10/08</i> ❑ Underway for Twin Lakes, additional future needs along Hwy 36 corridor east end of Roseville. <i>DS 7/08</i>
Continue to lobby for the Northeast Diagonal transit line	❑ No new activity to report at this time. <i>PT 6/10</i> ❑ No new activity to report at this time. <i>PT 9/09</i> ❑ No new activity to report at this time. <i>PT 6/09</i> ❑ No new activity to report at this time. <i>PT 3/09</i> ❑ City is currently working with the City of Vadnais Heights to build a coalition with surrounding communities to promote the development of the NE Diagonal as a transit corridor. Language supporting the use of the NE Diagonal is currently in the draft Comp Plan. <i>PT 10/08</i> ❑ Council Discussion September 2008. <i>DS 10/08</i> ❑ Meeting with adjacent cities July 2008. <i>DS 7/08</i>

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09/27/10
Item No.: 7.e

Department Approval

City Manager Approval

W. Malinen

Item Description: Receive Quarterly Shared Services Update

BACKGROUND

In February 2009, Resolution 10691, Authorizing Examination of Cooperation and Shared Services with Others, was adopted by the City Council supporting discussing and researching possible new and enhanced cooperation and shared services with local governments and others; and authorizing the City Manager to pursue and examine new cost-effective means of cooperating and sharing services; and directing the City Manager to report back on a regular basis to the City Council regarding cooperative opportunities.

REQUESTED COUNCIL ACTION

Receive the September 2010 Quarterly Shared Services Update

Prepared by: Bill Malinen

Attachments: A. Resolution 10691
B. September 2010 Shared Services Update

**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 23rd day of February 2009, at 6:00 p.m.

The following members were present: Johnson, Ihlan, Roe, Pust and Klausing

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

**RESOLUTION No. 10691
AUTHORIZING
EXAMINATION OF COOPERATION AND
SHARED SERVICES WITH OTHERS**

WHEREAS, In 2008, the Minnesota Legislature imposed a three year tax levy limit on local governments; and

WHEREAS, Current economic conditions have caused a significant state budget deficit; and

WHEREAS, The Governor has unallotted local government aid to cities and counties; and

WHEREAS, In his proposed 2010-2011 biennial budget, the Governor has eliminated future Market Value Homestead Credit aid to Roseville; and

WHEREAS, The current economic challenges facing residents and local governments requires creativity and resourcefulness to continue to provide a high level of government services; and

WHEREAS, The City of Roseville provides cost effective and efficient governmental services to its residents and businesses; and

WHEREAS, The current economic pressures make continuing providing the high level of service an economic challenge; and

WHEREAS, Jointly sharing services between local governments and school districts and others can be a cost effective and efficient way to deliver services.

NOW, THEREFORE, BE IT RESOLVED, that

1. The City Council hereby actively supports discussing and researching possible new and enhanced cooperative efforts and sharing services with local governments and others.
2. The City Council hereby authorizes the City Manager and/or his designee to pursue and examine new cost effective means of cooperating and sharing services with other local governments and others to provide services and programs.
3. The City Council directs the City Manager to report back on a regular basis on any progress regarding cooperative opportunities.

The motion for the adoption of the foregoing resolution was duly seconded by Member Roe, and upon a vote being taken thereon, the following voted in favor thereof: Johnson, Ihlan, Roe, Pust and Klausning

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Governmental Cooperation Initiatives

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 23rd day of February, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of February, 2009.



William J. Malinen, City Manager

(Seal)

Shared Services Update*

9/27/10

Roseville Services Used by Others

BOLD identifies changes

Description of Shared Service	Shared Service Updates:
1. GIS Services with North St. Paul	o For the past three years, the City of Roseville has provided the City of North St. Paul 425 hours of Community Development staff time for GIS services for a fee of \$15,000 annually. Staff will plan on continuing this relationship into 2011. <i>PT 06/09</i> North St. Paul has continued using GIS services in 2010. <i>PT 03/10 PT 06/10</i>
2. Program Offerings to Lauderdale	o Entered into an general agreement to provide certain program offerings to the community of Lauderdale for a fee LB 6/09
3. IT support services	- o JPA signed with the City of Forest Lake for IT support services. Value of the contract is \$55,000 annually <i>CKM 9/09</i> - o JPA signed with the City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually <i>CKM 6/09</i>
4. Joint Fiber Optic Network	- o 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. Expected completion on 10/31/09 <i>CKM 9/09</i> - o 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000 <i>CKM 6/09</i>
5. Engineering Services Falcon Heights and Arden Hills	o Continue to provide Engineering support services <i>DS 05/09</i>
6. Street message painting	o Provide as needed to Falcon Heights <i>DS 6/09</i>
7. East Metro SWAT	- o Multi-Jurisdictional tactical team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and University of MN police department. <i>RM 11/09</i> - o Multi-Jurisdictional tactical team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and we have the University of MN police department interested in joining in the near future. <i>CS 6/09</i>
8. Pursuit Intervention Technique Training	o This training is legislatively mandated. Law enforcement personnel must attend this training every three years. RPD oversees this training and is working on adding more departments to the group. <i>CS 6/09</i>
9. K-9 Police Training Area	o K-9 teams from throughout the metro area travel to the Roseville K-9 training area, where the grounds is set up to assist officers and their K-9 partners in preparing for Police Dog 1 certification trials and street work. <i>CS 6/09</i>
10. Automatic Mutual Aid with Lake Johanna Fire	o Provide mutual aid between Lake Johanna Fire and Roseville Fire for all structure fires. <i>TO 9/09</i>
11. Capital City Mutual Aid Association	o Provide fire mutual aid for all fire departments within Ramsey County. <i>TO 9/09</i>
12. North Suburban Mutual Aid Association	o Provide fire mutual aid for all fire departments within Hennepin County. <i>TO 9/09</i>

Others' Services Used by Roseville

Description of Shared Service	Shared Service Updates:
1. Equipment Rental opportunity	o Received equipment rental rate list from City of St. Paul <i>DS 6/09</i>
2. Equipment Sharing with Ramsey County PW	o Ongoing sharing of sealcoat equipment with RCPW <i>DS 6/09</i>
3. St. Paul P.D. Records Management System	<u>o</u> Utilize their report-writing software and records management system. All law enforcement agencies with the exception of Ramsey County Sheriff's Office all contract with St. Paul PD for this system. <i>CS 6/09</i> o Deleted 9/10 RM
4. Ramsey County Dispatch Service	o Provides dispatching services for the entire county except White Bear Lake. <i>CS 6/09</i>
5. Ramsey County Detention Service	o Temporary and long-term incarceration for arrested individuals. <i>CS 6/09</i>
6. Ramsey County Warrant Service	o Serves active warrants resulting from Roseville PD arrests. <i>CS 6/09</i>
7. Allina Medical	o Provides EMT services/ East Metro Swat tactical EMS service overview. <i>CS 6/09</i>
8. Roseville Fire Department	o Training and the providing of EMT services. <i>CS 6/09</i>
9. Century College	o Mandated and career training for law enforcement personnel. <i>CS 6/09</i>
10. Bureau of Criminal Apprehension	o Training, lab work, evidence analysis, statistical information, identification information, etc. Team also responds to critical incidents, suspicious deaths, etc. We also utilize their polygraph service. <i>CS 6/09</i>
11. MN State Patrol	o Assists in accident reconstruction, investigations, etc. <i>CS 6/09</i>
12. Financial Crime Services	o Implementation of the check diversion program. <i>CS 6/09</i>
13. Crime Stoppers	o Creation of a "tip-line" and on-going partnership in working with the media to develop leads in high-profile cases. <i>CS 6/09</i>
14. East Metro Narcotics Task Force	o A Roseville officer is assigned to this unit. <i>CS 6/09</i>
15. Ramsey County Crime Lab	o Use lab for narcotics testing. <i>CS 6/09</i>
16. Midwest Children's Resource Center	o Assist us on interviews of victims of abuse. <i>CS 6/09</i>
17. Northwest Youth and Family Services	o They handle youth diversion programs for Roseville. <i>CS 6/09</i>
18. Tubman Family Alliance	o Provide follow-up and advocacy for victims of domestic violence. <i>CS 6/09</i>
19. Target Corporation	o They provide assistance with video forensics. <i>CS 6/09</i>
20. BCA, Ramsey County, St. Anthony Police Department	o We utilize these agencies for computer forensics. <i>CS 6/09</i>
21. Ramsey County Apprehension and US Marshals	o Both have provided assistance to us on several cases in gathering intelligence, locating suspects, executing search warrants and tracking cell phones. <i>CS 6/09</i>
22. Postal Inspector	o We regularly work with the US Postal Inspector in verifying addresses and also on criminal cases involving US Mail. <i>CS 6/09</i>
23. Mid-America	o We have entered into a partnership with Mid-America for storage and sale of forfeited vehicles. <i>CS 6/09</i>
24. Propertyroom.com	o Utilize this web-based service to sell items recovered by the

	police department. <i>CS 6/09</i>
25. Ramsey County Special Investigations Unit	o Their analysts have assisted us on several cases, creating crime maps, analysis and forecasting. <i>CS 6/09</i>
26. Bureau of Criminal Apprehension	o Laboratory analysis of evidence from fire scenes. <i>TO 9/09</i>
27. State Fire Marshal office	o Assistance with fire investigations on an as needed basis. <i>TO 9/09</i>
28. State Fire Marshal Office	o Resources and materials for public fire safety education. <i>TO 9/09</i>
29. Allina Medical transportation	o Provide patient transport within the city of Roseville. <i>TO 9/09</i>
30. Allina Medical transportation	o Provide medical training for fire department. <i>TO 9/09</i>
31. Minnesota State Regional Hazardous Material teams	o Provide response and technical assistance at Haz Mat incidents. <i>TO 9/09</i>
32. St. Paul Fire Training Center	o Provide training area for fire training. <i>TO 9/09</i>
33. Ramsey County municipalities	o Share purchase and maintenance of election equipment <i>CC 12/09</i>
34. Arden Hills, Little Canada, Lauderdale, Maplewood, Shoreview and White Bear Lake	o Coordinated a rain barrel/compost bin truckload sale <i>WM 6/10</i>
35. 911 Cell Phone Bank	o PD utilizes services to collect and refurbish cell phones donated by the community to the PD's 911 Emergency Cell Phone program <i>RM 9/10</i>
36. Ramsey County Project Lifesaver Program	o Personal locating device service offered to Ramsey County residents <i>RM 9/10</i>
37. Combined CERT (Citizens Emergency Response Team)	o Program into New Brighton's VIPS (Volunteers in Police Services) Program to offer more opportunities to volunteer and train members. <i>RM 9/10</i>

**2/23/09: Resolution 10691 - Authorizing Examination of Cooperation and Shared Services with Others*

REQUEST FOR COUNCIL ACTION

Date: 09/27/10

Item No.: 7.†

Department Approval

City Manager Approval

WJ Malinen

Item Description: Receive Update of City Grant Applications

BACKGROUND

In May, 2009, Resolution #10711 authorizing the City Manager to execute certain grant applications on behalf of the City and to report any applications to the City Council was adopted. The City has applied for several grants in the past several months.

POLICY OBJECTIVE

To notify the Council of grant applications that the City has applied for in recent months.

STAFF RECOMMENDATION

Receive the report.

REQUESTED COUNCIL ACTION

Receive the report.

Prepared by: **William J. Malinen, City Manager**

Attachments: A: Resolution 10711, Authorizing the City Manager to Execute Certain Grant Applications
 B: List of grant applications and status report

**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 18th day of May, 2009, at 6:00 p.m.

The following members were present: Roe, Johnson, Ihlan, Pust and Klausing

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

**RESOLUTION No. 10711
Resolution Authorizing the City Manager to Execute Certain
Grant Applications on behalf of the City of Roseville**

WHEREAS, the City of Roseville has applied for a variety of grants which benefit the City; and

WHEREAS, the Roseville City Council encourages staff to continue to identify and apply for grants as a means to fund the policies, priorities and programs of the City, as established by actions of the Council; and

WHEREAS, grant submittals sometimes require verification of authority to submit an application on behalf of the City, and the required timeframes for submittal sometimes may not allow for Council authorization prior to application deadlines.

NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville does hereby authorize the City Manager to execute grant applications on behalf of the City of Roseville in cases where Council authorization is not required or is required but cannot be practically obtained prior to an application deadline, and where any matching funds or other city financial obligation related to the grant are accounted for either in the City budget or by previous Council action; and

BE IT FURTHER RESOLVED, that the City Manager will report any such grant applications to the City Council after the application is submitted.

The motion for the adoption of the foregoing resolution was duly seconded by Member Roe, and upon a vote being taken thereon, the following voted in favor thereof: Roe, Johnson, Ihlan, Pust and Klausing
and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 18th day of May, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of May, 2009.



William J. Malinen, City Manager

(Seal)

**City of Roseville
Grant Applications**

9/27/10

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
The US Conference of Mayors—Main Street Economic Recovery Survey on Infrastructure Job Potential	Commercial Officer – 1 yr	\$120,000	3/09	PD				Yes		0	
MN Dept of Human Rights	Facilitated Training for HRC	\$1,500	4/09	AD	None				7/23/09	\$1,500	
Bureau of Justice Assistance	CSO – 1 yr CITs – 1 yr	\$31,828	4/09	PD	None				7/24/09	\$31,828	04/13/09
COPS Hiring Recovery Program	Three Officers	\$601,500	4/09	PD				9/01/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$3,720	7/09	PD				8/10/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$2,840	4/10	PD	None					0	
US Dept of Homeland Security <i>8/17/09 Award Period September 2009</i> <i>11/23/09 First round of grants awarded in October, We were not included in the first round of grants. Pending further award rounds before end of 2009.</i>	Assistance to Firefighters, Fire Station Construction	\$4,927,110	7/09	FD	Land Purchase, Landscaping, Some Bldg Equip, Interior Finishing, Office Equip, Interior Furniture			4/1/2010		0	
MN Office of Justice Programs Recovery Act	New RMS, Mobile, Field Reporting Pkg	\$400,032	7/09	PD	None				09/09	\$400,032	09/28/09

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
MN DEED	Property acquisition, construction segment of TL Pkwy and reconstruction of Prior Avenue	\$1,000,000	8/09	CD	Matching Funds: 1,000,000	CC	07/27/09		11/9/09	\$1,000,000	2/22/10
ARRA Federal Stimulus Recovery Act – Geothermal Technologies Program Grant	Extension of Geothermal to Mtnce Bldg & City Hall	\$1,154,480	8/09	PW	Matching Funds 1,154,480	CC	07/27/09	10/09		0	
Ramsey County Sheriff's Office and the Minnesota Department of Public Safety	Overtime for Safe & Sober participation	\$52,170		PD	None	CC	10/19/09		10/19/09	\$52,170	10/19/09
Ramsey County Environmental Response Fund	Brownfields cleanup	\$30,000	8/09	CD	N/A				09/09	\$30,000	12/21/09
Metropolitan Council Livable Communities Program	Site acquisition, stormwater management, and pedestrian improvements associated with Sienna Green Phase 2	\$297,100	8/09	CD	N/A	CC	9/14/2009		1/13/10	\$202,100	6/28/10
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$344,570	11/06	CD	N/A				12/01/09	\$180,570	3/08/10
Lakeridge	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
Kiwanis	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
TCF	Defibrillator	\$1,000	6/09	PD	None				06/09	\$1,000	06/09
MN Dept of Human Rights	Community Outreach	\$1,500	9/09	AD	None				10/22/09	\$1,500	Yes
MN Dept of Human Rights	Civic Engagement	\$1,500	12/09	AD	None				01/10	\$1,500	
MN Pollution Control Agency	Stipend for Two GreenCorps	0	7/09	AD, PR, PW	Office space, support	CC	7/20/09	9/09		0	

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
	Volunteers										
Minnesota Department of Agriculture	Forest Protection Grant for Emerald Ash Borer	\$100,000		PR	15% In-Kind or Cash Match				1/15/10	\$50,000	1/11/10
Dept of Homeland Security National Urban Area Security Initiative Program	Bear Cat	\$230,000	07/09	PD	None				09/09	\$230,000	Pending Ramsey County Action
US Dept of Homeland Security	BearCat Vehicle for SWAT	\$227,557	02/10	PD	0				Yes	\$227,557	02/10
Granite Foundation	Partial Funding to Purchase an ATV to replace golf cart used to patrol parks	\$5,000	03/09	PD	\$6,000				06/09	\$5,000	04/13/09
Target Corporation	Funding for Shop with a Cop, Citizen's Academy, and National Night to Unite	\$3,500		PD	Ongoing- typically provided on an annual basis					0	
	In-squad cameras	\$95,000	5/10	PD	Pending					0	
MN Office of Traffic Safety	In-Squad Cameras	\$52,000	09/10	PD	0				Yes	\$52,000	09/10
Ramsey County UASI Project	Emergency Operations Center Equipment	\$36,695	1/10	FD	None				3/2010	\$7650	4/1/201
Assistance to Firefighters Grants (AGF)	CPR devices	\$12,200	3/09	FD	\$4,880			4/2/2010		0	
Federal Appropriation	Twin Lakes infrastructure	\$1,000,000	4/09		None				12/09	\$1,000,000	
State of Minnesota- Dept of Homeland Security	Fire Corps Program	\$6,600	3/10	FD	None		3/10			0	
DEED Contamination Investigation& RAP Development Grant	Site assessment at PIK Site	\$50,000	5/10	CD	50% match to be paid my McGough	Council	4/26/10		6/10	\$50,000	
Rice Creek Watershed District	Cost share for drainage improvements	\$50,000	5/09	PW	Remainder of project costs				3/10	\$50,000	5/10
Ramsey Conservation District	Wetland restoration Rain Gardens	0	5/09	PW	Remainder of project costs				4/10	\$27,165	5/10
Metropolitan Council Environmental Services	Sanitary Sewer Infrastructure	\$50,000	7/10	PW	>50% match					0	

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
	Improvements										
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$83,000	6/10	CD	None				7/10	\$83,000	
Minnesota Department of Public Safety	First Responder Reimbursement Program	0	09/10	FD	None					0	
Ryan Companies	Purchase of Defibrillator	\$500	07/10	PD	0				Yes	\$500	
Dept of Public Safety	Safe & Sober	\$20,000	02/09	PD	0				Yes	\$20,000	2/09
Target Corporation	McGruff Costume	\$1,000	07/10	PD	0				Yes	\$1,000	8/10
2010 US DOJ—COPS Ofc	Three add'l officers	\$552,126		PD			6/10	Pending		0	
		\$11,222,028.00								\$3,477,072.00	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9-27-10
Item No.: 7.g

Department Approval

City Manager Approval



Item Description: **City Council approval of a new Metropolitan Council Section 8 Assistance Program contract for housing inspection services.**

BACKGROUND

- Roseville's Community Development Department performs Section 8 housing inspection services, under contract, for Metropolitan Council's Section 8 Housing Assistance Program.
- The City performs approximately 120 inspections per year. Inspections are conducted by the land-use Code Enforcement Officer. Previously, the City received \$24.00 per inspection.
- The Metropolitan Council has drafted a new contract to cover these services (the last signed contract dates back to 1988).
- The new contract increases the payment per inspection to \$26.00 (HUD standard).
- The City Attorney has reviewed the contract.
- The contract can be terminated by either party with a 90 day written notice.
- While revenues do not totally cover costs, the Section 8 housing inspections do account for approximately \$3,000.00 per year in revenue for the department and allows the City to observe the interior condition of various apartment buildings throughout the City.

POLICY OBJECTIVE

Metropolitan Council's Section 8 Housing Assistance Program involves housing that is scattered in various apartment buildings, duplexes and single family homes throughout Roseville. This program utilizes the existing private rental market to provide decent, safe, and sanitary housing opportunities for low income seniors, disabled individuals, families, and singles at an affordable cost. The Section 8 Program is funded through the Department of Housing and Urban Development (HUD). The basic purpose of the Section 8 Program is to offer expanded rent assistance opportunities to low income households by utilizing existing housing units. The Metro HRA offers the program in communities throughout Anoka, Carver, and most of suburban Hennepin and Ramsey Counties.

FINANCIAL IMPACTS

- Costs of providing inspection services:
 - The City performs approximately 120 inspections per year.
 - Inspection costs:
 - Inspection/documentation per inspection - \$26.84
 - Total cost for 120 inspections - \$3,220.00

- o Inspection Revenue:
 - Revenue per inspection - \$26.00
 - Total revenue for 120 inspections - \$3,120.00
- o Net Loss:
 - \$100.00

STAFF RECOMMENDATION

Staff recommends that the Council approve the attached contract which provides for the City to perform Section 8 Housing Assistance Program inspection services for the Metropolitan Council.

REQUESTED COUNCIL ACTION

Approve the attached contract which provides for the City to perform Section 8 Housing Assistance Program inspection services for the Metropolitan Council.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Metropolitan Council Section 8 Housing Assistance Program inspection services contract

**METROPOLITAN COUNCIL
SECTION 8 HOUSING ASSISTANCE PROGRAM**

CITY: Roseville	CONTRACT NO. 10I030
SERVICE AREA: City of Roseville	
EFFECTIVE DATE: October 1, 2010	EXPIRATION DATE: September 30, 2015

CONTRACT FOR HOUSING INSPECTION SERVICES

THIS CONTRACT is made and entered into by the Metropolitan Council (“Council”) and the City identified above (“City”).

WHEREAS, the Council is authorized by Minnesota Statutes section 473.195 to function as a housing and redevelopment authority throughout the seven-county metropolitan area and exercises its statutory authority through its Housing and Redevelopment Authority unit; and

WHEREAS, the Council has entered into one or more Annual Contributions Contracts (“ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) and has federal contract authority to operate a federal Section 8 housing assistance program (“Section 8 program”) within the seven-county “metropolitan area” as defined by Minnesota Statutes section 473.121, including the City; and

WHEREAS, in addition to the federal Section 8 housing program the Council administers within the metropolitan area other federal and state-funded rental assistance housing programs; and

WHEREAS, the City is a public body, corporate and politic, duly organized under the laws of Minnesota and is authorized to perform the housing inspection and reinspection services contemplated by this contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this contract, the City and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this paragraph have the meanings given them in this paragraph, except as otherwise provided or indicated by the context.

- (a) **“Metropolitan Council”** or **“Council”** means the Metropolitan Council established by Minnesota Statutes section 473.123. When expressly stated or otherwise indicated by the context of this contract, the term “Council” means the Metropolitan Council acting through its Housing and Redevelopment Authority unit (“Metro HRA”).

- (b) **“City”** means the City identified at page 1 of this contract, acting through its governing body and its duly authorized or designated employees, staff or agents.
- (c) **“Section 8 Program”** means a housing assistance payments program under Section 8 of the United States Housing Act of 1937, Title 42, United States Code, section 1437(f), as amended, including the HUD Housing Choice Voucher Program.

II. HOUSING INSPECTION SERVICES

2.01. Inspection and Reinspection Services. The Council agrees to purchase and the City agrees to provide and perform within the City the following Section 8 and other housing program inspection and reinspection services:

- (a) **Inspections and Reinspections.** The City will inspect and reinspect dwelling units for use in the Section 8 program and other housing programs administered within the City that require similar periodic housing inspections. Inspections and reinspections of dwelling units shall include a thorough and complete on-site inspection and certification of the dwelling unit sufficient to ensure conformance with federal Housing Quality Standards (“HQS”) as set forth in Title 24, Code of Federal Regulations, section 982.401, as amended, or as required by locally-established requirements which have been approved by HUD. Such inspections and reinspections shall include:
 - (1) Initial inspections that shall be conducted prior to initial lease up and occupancy by Section 8 or other housing assistance program applications or participant families;
 - (2) Annual inspections that shall occur no later than twelve (12) months after the previous inspection;
 - (3) Interim inspections or reinspections at other times during the terms of Section 8 or other housing assistance program leases when requested by the Council to determine if assisted units meet HQS as required by Title 24, Code of Federal Regulations, section 982.405, as amended; and
 - (4) Inspections required by locally established requirements that have been approved by HUD.

The HQS inspections shall be performed in a timely manner and within the timeframes established by the Council so the interests of the families, rental property owners, and the Council are not compromised. The Council will provide the City with adequate prior notice of inspections or reinspections.

- (b) **Inspection Reports.** Reports of all inspections and reinspections shall be made by the City on inspection forms provided by the Council. The City will fully and accurately complete in a timely manner all inspection forms and will provide timely notification of inspection results to landlords, program participants and the Council. The City will promptly notify the Council of any landlord or family failure to remedy within specified timelines any “failed” items identified during inspections or reinspections.

2.02. Program Requirements and Training. The City agrees to comply with the following training requirements during the performance of this contract.

- (a) **Staffing and Resources.** The City shall provide adequate inspectors and resources to perform in a timely manner the housing program inspection services contemplated by this contract. Inspectors shall be properly trained and, if required by law, regulation or ordinance, properly licensed and certified.
- (b) **Section 8 Training.** The City will develop and maintain a thorough understanding of the applicable Section 8 program regulations and the requirements and procedures set forth in manuals and other materials provided by the Council. The City agrees to send a representative to all required Section 8 program training sessions conducted by the Council. The Council will notify the City of a required training session at least ten (10) business days prior to the training session.
- (c) **Inspector Background Checks.** The City will conduct or cause to be conducted an appropriate background check on all individuals performing inspection services for the City under this contract who have or will have the means within the scope of the individual’s duties to enter dwelling units, and shall comply with any background check provisions of applicable federal law and Minnesota Statutes sections 299C.66 through 299C.71, as amended from time to time.

III. HOUSING INSPECTION FEES

3.01. Inspection Fee. The Council agrees to pay the City an inspection fee of \$26.00 per unit for each inspection or reinspection required pursuant to Paragraph 2.01. The per-unit inspection fee includes all administrative overhead and all other contract performance related expenses of the City, including all training costs, all costs associated with completing and submitting required reporting forms, and all costs associated with preparing and mailing correspondence and notices regarding inspections.

3.02. Method of Payment. Payments to the City by the Council shall be made according to the following provisions:

- (a) **Monthly Invoice.** The City shall prepare and submit to the Council a monthly written invoice on a form or in a format approved by Metro HRA staff. The

invoice shall briefly describe actual inspection services performed during the month.

- (b) **Monthly Payments.** The Council will pay the per-unit inspection fee stated in Paragraph 3.01 on a monthly basis following the Council's receipt and verification of a monthly written invoice from the City.

IV. RECORDS, FILES, AND AUDITS

4.01. Records. The City agrees to maintain accurate, complete and separate accounts and records of all fees claimed under this contract and all payments received pursuant to this contract. Such accounts and records shall be kept and maintained during the term of this contract and for a period for six (6) years following the termination of this contract.

4.02. Audit and Inspection. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the Council and either the Legislative Auditor or the State auditor, as appropriate, during the term of this contract and for a minimum of six (6) years following the termination or expiration of this contract. The City further agrees that HUD and the Comptroller General of the United States, or their duly authorized representatives, shall have full and free access to all City offices and facilities, and to all the books, documents, papers and records of the City that are pertinent to the performance of this contract or pertinent to the operation and management of the Section 8 or other federally funded program, including the right to audit, and to make excerpts and transcripts from the books and records.

4.03. Data Privacy. The City agrees to abide by the Minnesota Government Data Practices Act and other applicable state and federal law governing private or confidential data on individuals. The use or disclosure of information concerning a housing program applicant or participant in violation of the Minnesota Government Data Practices Act or any other applicable state or federal law or rule of confidentiality is prohibited, except on the written informed consent of the applicant or participant, or as otherwise allowed or provided by state or federal law. Data on a family that are collected or created because of the family's status as a housing program applicant or participant is classified as private "benefit data" under Minnesota Statutes section 13.462.

V. CONTRACT TERM

5.01. Period of Performance. This contract is effective on the date this contract is finally executed by the Council and shall cover inspection services performed by the City on and after the contract Effective Date identified at page 1. This contract shall continue until the earlier of the following: termination of housing program funding by HUD or other funding sources that renders the inspection services unnecessary; termination of this contract by either party pursuant to Paragraph 5.02 of this contract; or the contract Expiration Date identified at page 1.

5.02. Termination of Contract. The Council and the City both shall have the right to terminate this contract at any time and for any reason by submitting written notice of termination

to the other party at least ninety (90) days prior to the specified effective date of the termination. In addition, the Council shall have the right to terminate this contract on fourteen (14) calendar days written notice if the City's performance is not timely or is substantially unsatisfactory, or if the City has violated any of the material terms, conditions or agreements contained in this contract. In either event, on the termination of this contract all finished and unfinished documents, work papers, products and records prepared by the City under this contract shall become the property of the Council. On the termination of this contract, the City will be paid for inspection services satisfactorily performed up to the date of the contract termination according to the terms stated in Article III. of this contract.

VI. CONTRACT PERFORMANCE AND MODIFICATION

6.01. Assignment. The City shall perform with its own organization the total work provided for under this contract and shall neither assign this contract nor subcontract or transfer any of the contract work without the prior written consent of the Metro HRA staff.

6.02. Prompt Payment of Subcontractors. If the City receives prior written consent from the Council pursuant to Paragraph 6.01 of this contract and assigns, subcontractors or transfers any of the work provided for under this contract, the City agrees to pay any subcontractor within ten (10) days of the City's receipt of payment from the Council for undisputed services provided by the subcontractor(s). The City further agrees to pay interest of one and one-half (1½) percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s). The City agrees the minimum monthly interest penalty payment for an unpaid balance of one hundred dollars (\$100.00) or more is ten dollars (\$10.00). For an unpaid balance of less than one hundred dollars (\$100.00), the City agrees to pay the actual penalty due to the subcontractor(s).

6.03. Amendments. The terms of this contract may be changed or modified by mutual agreement of the parties. Such amendments, changes, or modifications shall be effective only on the execution of written amendment(s) signed by the Council and the City.

VII. LIABILITY

7.01. Indemnification. To the extent permitted by law, the City agrees to indemnify, defend and save and hold the Council, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the City or the City's employees and agents. This clause shall not be construed to bar any legal remedies the City may have for the Council's failure to perform its obligations under this contract. Nothing in this clause shall be construed as a waiver on the part of either the City or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

7.02. Insurance. The Council assumes no liability with respect to bodily injury, illness, accident, theft or any other damages or losses concerning persons or property arising out of the City's performance of the inspection services, or the use or maintenance of the City's equipment or vehicles. The City is responsible for providing adequate insurance coverage to protect against legal liability arising out of the City's activities under this contract. Upon request from Metro

HRA staff, the City shall provide copies of insurance instruments or certifications from the insurance issuing agency which show the insurance coverage, the designated beneficiary, the parties covered and the coverage amounts.

7.03. Independent Contractor Status. The City acknowledges that the City and the City's agents and employees are independent contractors under the terms and conditions of this contract. The City is responsible for the employment, discharge, compensation, benefit coverage and supervision of all City personnel, employees and agents. The City expressly acknowledges that the City and the City's personnel, employees and agents shall not assert any claims against the Council for reemployment, workers' compensation or other employee benefits of any type related to the performance of this contract.

VIII. EQUAL EMPLOYMENT; NONDISCRIMINATION

8.01. Equal Employment Opportunity. The City agrees to provide equal employment opportunities.

- (a) **Nondiscrimination and Affirmative Action.** The City shall not discriminate against any 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 City shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation and age. Such action includes, but is not 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.
- (b) **Notice Posting.** The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the nondiscrimination provisions of Paragraph 8.01(a) of this contract. The City will in all solicitations or advertisements for employees placed by or on behalf of the City state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation and age.
- (c) **Subcontracts.** The City agrees to incorporate the provisions of Paragraph 8.01 in any subcontracts for project work.

8.02. Equal Opportunity Compliance Reviews. The City shall cooperate with the Council and HUD in conducting compliance reviews and complaint investigations pursuant to applicable federal and state civil rights statutes, executive orders, and related rules and regulations.

8.03 Nondiscrimination in Housing. The City agrees to comply with federal and state laws prohibiting discrimination in housing.

- (a) **Federal Laws.** The City shall comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964 prohibiting discrimination based on race, color, or national origin and Executive Order 11063 with respect to those provisions prohibiting discrimination based on religion or sex, and with implementing HUD regulations. The City shall comply with Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and with any implementing regulations. The City shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against handicapped persons who would otherwise qualify to participate in Section 8 programs and, where applicable, the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in or be denied the benefit of the Section 8 programs because of such status.
- (b) **State Laws.** The City shall comply with all applicable provisions of the Minnesota Human Rights Act.

IX. GENERAL PROVISIONS

9.01 Conflict of Interest. The City agrees to abide by federal and state conflict of interest laws pertaining to the performance of this contract.

- (a) **Federal Conflict Provisions.**
 - (1) In accordance with Title 24, Code of Federal Regulations, section 982.161(a), neither the Council nor any of its contractors or subcontractors may enter into any contract, subcontract or arrangement in connection with the Section 8 tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:
 - (i) Any present or former member or officer of the Council, except a “participant commissioner”;
 - (ii) Any employee of the Council, or any contractor, subcontractor or agent of the Council, who formulates policy or who influences decisions with respect to the Section 8 programs;
 - (iii) Any public official, member of a governing body, or state or local legislator, who exercises functions or responsibilities with respect to the Section 8 programs; or
 - (iv) Any member of the Congress of the United States.

- (2) Any member of the classes described in Paragraph 9.01(a)(1) must disclose their interest or prospective interest to the Council and HUD.
- (3) The conflict of interest prohibitions under Paragraph 9.01(a)(1) may be waived by the HUD Field Office for good cause.
- (b) **State Conflict Provisions.** The members, officers and employees of the City will comply with all applicable state statutory and regulatory conflict of interest laws, including Minnesota Statutes sections 10A.07 and 469.009, as amended.

9.02. Federal Certification Regarding Lobbying. Pursuant to title 24, Code of Federal Regulations, part 87, the City certifies, to the best of its knowledge and belief, that:

- (a) **Use of Federal Funds.** No federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) **Disclosure.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract or its funding, the City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) **Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by title 31, United States Code, section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9.03. Federal Regulations; HUD and Metro HRA Policies. The City agrees to perform the housing program inspection services contemplated under this contract in compliance with: part 982 and other applicable provisions of Title 24, Code of Federal Regulations, and other applicable federal regulations governing the Section 8 program; applicable provisions of the HUD Guidebook; the Administrative Plan for the Metropolitan Council Housing and Redevelopment Authority, as amended or revised; current procedures, letters and forms provided by the Council in policy/procedural memoranda; HUD's Housing Inspection Manual for the Section 8 Existing Housing Program; and all other applicable procedures and policies as may be provided to the City.

9.04. Prohibition of Service Charges. The City shall not charge any fee to any Section 8 or other housing program applicant or participant or charge any fee to any rental property owner for any housing program inspection services provided under this contract.

9.05. Prior Contracts. The City and the Council agree this contract supersedes and replaces any existing or preceding contract for Section 8 housing inspection services between the Council and the City, and that any existing contract for Section 8 housing inspection services between the Council and the City is terminated upon final execution of this contract.

9.06. Warranty of Legal Capacity. The individual signing this contract on behalf of the City represents and warrants on the City’s behalf that the individual is duly authorized to execute this contract on the City’s behalf, and that this contract constitutes the City’s valid, binding, and enforceable agreements.

IN WITNESS WHEREOF, the City and the Council have caused this contract to be executed by their authorized representatives.

Approved as to form:

METROPOLITAN COUNCIL

Deputy General Counsel

By: _____
Guy Peterson, Director
Community Development Division

Date: _____

CITY OF ROSEVILLE

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/27/2010

Item No.: 10 . a

Department Approval



City Manager Approval



Item Description: Parks and Recreation System Master Plan Draft Review and Comment

BACKGROUND

Among other items, the updated parks and recreation system master plan initially set out to:

1. Establish a clear vision for the Roseville parks, programs and facilities
2. Establish a detailed implementation program – work to be done on this one yet
3. Establish documented capital funding priorities for improvements and acquisitions to the parks and recreation system
4. Establish documented programming priorities for the parks and recreation system
5. Evaluate existing park and recreation system features, amenities and services related to peer communities and accepted national standards to identify problems and potentials
6. Identify the parks and recreation system needs, desires and interests of the community today and in the future based on anticipated demographic, economic and sociologic changes
7. Establish documented policies and priorities for preserving and restoring existing natural features and amenities for the benefit of the community as a whole

The final parks and recreation draft master plan #2 is attached and available for presentation to and review and comment by the City Council, Parks and Recreation Commission, Citizens and City Staff.

The final scheduled meeting of the Citizen Advisory Team (CAT) took place on August 5th, 2010 where they reviewed and commented on the parks and recreation draft master plan #1 and suggestions were incorporated.

The final scheduled meeting of the Technical Advisory Team (TAT) took place on August 26th, 2010 where they reviewed and commented on the parks and recreation draft master plan #1 and suggestions were incorporated.

On Saturday, September 18th, 2010 the Parks and Recreation Commission will have their annual retreat and tour where much of their time will be spent reviewing and commenting on the parks and recreation draft master plan #2.

The anticipated next steps are as follows:

- September 27th - present final draft plan #2 to the City Council
- September 28th – November 1st - receive public comment on final draft plan #2 and refine final as necessary
- November –Parks and Recreation Commission review and recommendation on final Master Plan
- November 15th – City Council adoption of final master plan
- September - October - formation of Citizen Implementation Team (CIP)
 - o begin to explore implementation options and finalize resource and phased path
- November, 2010 or February, 2011 - conduct a statistically valid survey to compare and contrast final plan details and determine support level for implementation direction
- Fall, 2011 – among other funding mechanisms it is anticipated that a referendum for phase 1 will be conducted
- 2010/2011 – communicate plan details and implementation strategies to community

Michael Schroeder from LHB will be at your meeting to present the master plan to you and will be looking forward to your feedback, suggestions, comments and questions.

The final master plan will serve as a:

- ◆ Philosophical framework for the provision of parks, programs and facilities.
- ◆ Policy and procedures guide for parks, programs and facilities
- ◆ Strategic plan for the future of parks, programs and facilities
- ◆ Document bringing together all elements for the management of parks, programs and facilities
- ◆ Comprehensive inventory of parks, programs and facilities

The plan also includes the required elements of the national accreditation program and once adopted, will be referenced in the City Comprehensive Plan as a guide for the parks and recreation system.

It is anticipated that the plan will be reviewed annually with a more extensive update to include full community engagement occurring at least every 5 years.

The plan becomes a working document for City Staff, Parks and Recreation Commission, City Council and Citizens.

This plan is a result of extensive involvement by the entire community while also building on Imagine Roseville 2025. The extent of the process is outlined in the plan.

The important aspect of this plan as in all types of master plans is that it is a guide to navigate through the many challenges of providing an extensive and comprehensive parks and recreation system. The Parks and Recreation Commission and City Staff will always need to review their recommendations using the plan as a reference. The City Council can use the plan as a standards test when rendering their decisions.

POLICY OBJECTIVE

The process for updating the parks and recreation system master plan is consistent with City goals to engage the community when planning the provision of services, facilities and land use.

77 **FINANCIAL IMPACTS**

78 The implementation of the final master plan will require increased resources.

79 **STAFF RECOMMENDATION**

80 Provide feedback and suggestions to LHB and Staff.

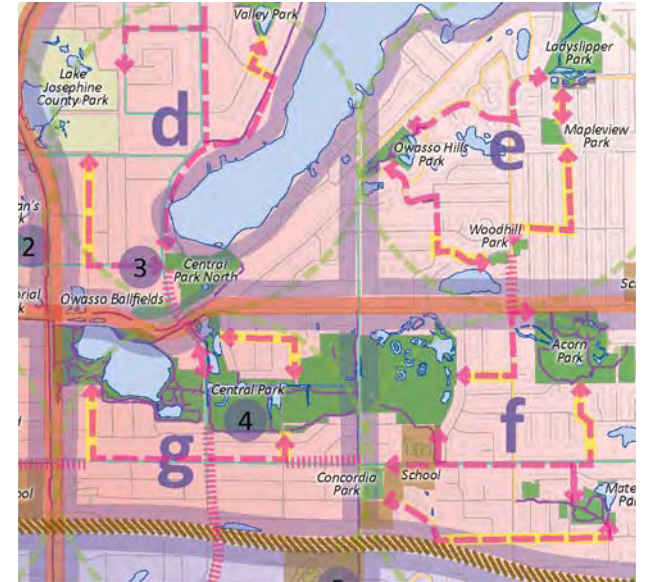
81 **REQUESTED COUNCIL ACTION**

82 Hear presentation and provide feedback, suggestions and comments on draft #2 of the parks and
83 recreation system master plan.

84

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachment: Draft #2 of Parks and Recreation System Master Plan



Parks and Recreation System

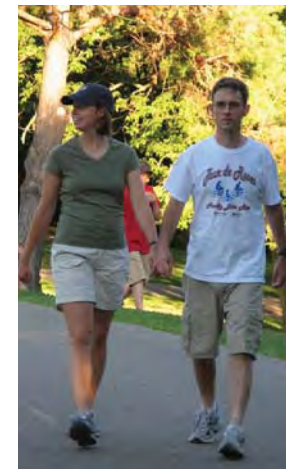
Master Plan

Draft TWO | 15 September 2010

Prepared for:
The City of Roseville, Minnesota

Prepared by:
Roseville Parks and Recreation Department

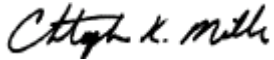
LHB, Inc.
Cornejo Consulting



REQUEST FOR COUNCIL ACTION

Date: 09-27-2010
Item No.: 11 . a

Department Approval



City Manager Approval



Item Description: Solem Management, LLC dba Café Zia has applied for a Wine and 3.2% liquor license at 2723 Lexington Ave.

Background

Solem Management, LLC dba Café Zia has applied for a Wine and 3.2% Liquor License at 2723 Lexington Ave. The City Attorney will review the application prior to the issuance of the license to ensure that it is in order. A representative from Café Zia will attend the hearing to answer any questions the Council may have.

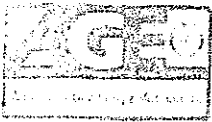
Financial Implications

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

Council Action

Motion approving/denying Café Zia application request for a Wine and 3.2% Liquor License, located at 2723 Lexington Avenue.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications



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

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

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Roseville License Period From: 9-13-10 To: 9-13-11
 Circle One: New License License Transfer _____ Suspension _____ Revocation _____ Cancel _____
 (former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale
 Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____
 Licensee Name: SOLEM Management LLC DOB _____ Social Security _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name CAFE ZIA Business Address 2723 Lexington City Roseville
 Zip Code 55113 County Ramsey Business Phone 651-484-0434 Home Phone _____
 Home Address _____ City _____ Licensee's MN Tax ID # _____
 Licensee's Federal Tax ID # _____ (To Apply call 651-296-6181)
 (To apply call IRS 800-829-4933)

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

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>SUSAN ELIZABETH SOLEM</u>			
(Partner/Officer Name (First Middle Last))	DOB	Social Security #	Home Address
(Partner/Officer Name (First Middle Last))	DOB	Social Security #	Home Address

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

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

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

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

Workers Compensation Insurance Company Name: Transfers Policy # _____

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

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

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



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar St., Suite 222, St. Paul, MN 55101-5133
(651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE
(Not to exceed 14% of alcohol by volume)

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application.

Workers compensation insurance company. Name TRAVELERS Policy # UB-7633R721
LICENSEE'S MN SALES & USE TAX ID # 1719137 To apply for MN Sales Tax # call (651) 296-6181
LICENSEE'S FEDERAL TAX ID # 27-2510541

Applicants Name (Business, Partnership, Corporation) <u>SOLEM Management LLC</u>		Trade Name or DBA <u>CAFE 21A</u>	
Business Address <u>2723 LEXINGTON AVE NO.</u>		Business Phone <u>(651) 484-0434</u>	Applicant's Home Phone ()
City <u>ROSEVILLE</u>	County <u>RAMSEY</u>	State <u>MN.</u>	Zip Code <u>55113</u>
Is this application ☒ New or a ☐ Transfer	If a transfer, give name of former owner		License period From <u>9-7-10</u> To <u>9-7-11</u>

If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.

Partner/Officer Name and title	Address	Social Security #	DOB
<u>SUSAN SOLEM</u>	<u>E</u>	<u>2</u>	
Partner/Officer Name and Title	Address	Social Security #	DOB
Partner/Officer Name and Title	Address	Social Security #	DOB
Partner/Officer Name and Title	Address	Social Security #	DOB

CORPORATIONS

Date of incorporation <u>4-23-10</u>	State of incorporation <u>MINNESOTA</u>	Certificate Number <u>3811674-5</u>	Is corporation authorized to do business in Minnesota? ☒ Yes ☐ No
---	--	--	---

If a subsidiary of another corporation, give name and address of parent corporation

BUILDING AND RESTAURANT

Name of building owner <u>Graughan Co.</u>		Owner's address <u>56 E. BROADWAY, FOREST LAKE, MN 55025</u>	
Are Property Taxes delinquent? ☐ Yes ☒ No	Has the building owner any connection, direct or indirect, with the applicant? ☐ Yes ☒ No	Restaurant seating capacity <u>30</u>	
Hour's food will be available <u>7:00 AM - 10:00 PM</u>	No. of people restaurant employs <u>5</u>	No. of months per year restaurant will be open <u>12</u>	Will food service be the principle business? ☒ Yes ☐ No

Describe the premises to be licensed

COFFEE HOUSE / CAFE

If the restaurant is in conjunction with another business (resort etc.), describe business

NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED

OTHER INFORMATION

- ☐ Yes ☐ No 1. Has the applicant or associates been granted an on-sale non-intoxicating malt beverage (3.2) and/or a "set-up" license in conjunction with this wine license?
- ☐ Yes ☒ No 2. Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? _____ (If the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- ☐ Yes ☒ No 3. During the past license year, has a summons been issued under the liquor civil liability (Dram Shop) (M.S. 340A.802). If yes, attach a copy of the summons.
- ☐ Yes ☒ No 4. Has applicant, partners, officers or employees ever had any liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome. _____
- ☐ Yes ☒ No 5. Does any person other than the applicants, have any right, title or interest in the furniture, fixtures or equipment in the licensed premises? If yes, give names and details. _____
- ☐ Yes ☒ No 6. Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of the establishment. _____

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY OWN KNOWLEDGE

Signature of Applicant

Susan Solem

The licensee must have one of the following: (Check one)

- ☒ A. Liquor Liability Insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. ATTACH "CERTIFICATE OF INSURANCE" TO THIS FORM.
- ☐ B. A Surety bond from a surety company with minimum coverage as specified above in A.
- ☐ C. A certificate from the State Treasurer that the Licensee has deposited with the State, Trust Funds having a market value of \$100,000 or \$100,000 in cash or securities.

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

☐ Yes ☐ No I certify that to the best of my knowledge the applicants named above are eligible to be licensed.

If no, state reason. _____

Signature County Attorney

County

Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of Laws of the State of Minnesota, Municipal or County Ordinances relating to Intoxicating Liquor, except as follows: _____

Signature

Department and Title

Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.
FOR INFORMATION CALL (513) 684-2979 OR 1-800-937-8864

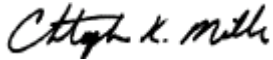
NOTICE

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorney fees.

REQUEST FOR COUNCIL ACTION

Date: 09-27-10
Item No.: 11 . b

Department Approval



City Manager Approval



Item Description: Applebee's Neighborhood Grill and Bar's application for On-Sale and Sunday Intoxicating Liquor License.

Background

Apple Minnesota, LLC, dba Applebee's Neighborhood Grill and Bar has applied for an On-Sale and Sunday Intoxicating Liquor License at 1893 West Hwy 36. All Applebee's restaurants in MN have been sold to Apple Minnesota, LLC.

The City Attorney will review the application prior to the issuance of the license to ensure that it is in order. A representative from Apple Minnesota, LLC will attend the hearing to answer any questions the Council may have.

Financial Implications

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

Council Action

Motion approving/denying Apple Minnesota, LLC. dba Applebee's Neighborhood Grill and Bar application request for On-Sale & Sunday Intoxicating Liquor License located at 1893 West Hwy 36.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications



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

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

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Roseville License Period From: _____ To: _____

Circle One: New License Apple's Restaurants North, LLC Suspension Revocation Cancel _____
(former licensee name) (Give dates)

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

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

Licensee Name: Apple Minnesota LLC DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)
Applebee's Neighborhood Grill

Business Trade Name & Bar _____ Business Address 1893 West Highway 36 City Roseville

Zip Code 55113 County Ramsey Business Phone 651-697-0648 Home Phone _____

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

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

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

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
Gregory Grant Flynn			
Ronald S. Igarashi			
(Partner/Officer Name (First Middle Last))	DOB	Social Security #	Home Address
Lorin M. Cortina			
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
Daniel Victor Krebsbach			

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

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

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

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

Workers Compensation Insurance Company Name: ACE American Insurance Company Policy # WLR C44348615

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

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

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

Date: 9/27/10
Item: 12.a
Cafe Zia Liquor License

No Attachment

See 11.a

Date: 9/27/10

Item: 12.b

Apple MN Liquor License

No Attachment

See 11.b

REQUEST FOR COUNCIL ACTION

Date: Sept. 27, 2010
Item No.: 12 . c

Department Approval

City Manager Approval



Item Description: Consider Awarding a Recycling Services Contract

BACKGROUND

Roseville has contracted for curbside recycling service since 1992. The current contract expires at the end of 2010. At the February 8 meeting, the Council directed staff to issue a Request For Proposals (RFP) for recycling services, and the City Manager noted that staff would use the Best Overall Value Contracting method for selecting the contractor for the next contract.

The City's best overall value contracting process assesses experience, ability to perform high-quality service, and ability to add value to the contract. Roseville has used best value contracting for janitorial services and legal services contracts. The process develops a set of quantifiable criteria for assessing proposals and bids and creates a more objective assessment.

Staff reviewed past practice and case studies from other public entities to develop a set of criteria and weightings for the best value contracting evaluation. That formula, which was included in the RFP, is as follows:

<u>Criteria</u>	<u>Value</u>
Community Values	30%
Price	25%
Past Performance	10%
Completeness of Proposal	10%
Added Value	5%
Interview	20%
Total	100%

This spring the City Manager invited the Public Works, Environment and Transportation Commission to develop a set of Community Values and determine the importance of each value (see Attachment A). The Commission spent more than two hours over their June and July meetings generating the list and determining the importance of each item (expressed numerically). The list was divided into three areas: Collection (worth 60%), Outreach (worth 30%) and Environmental Benefits (worth 10%). The Commission also identified specific actions or attributes for each area and assigned specific percentage values to each item.

Staff then developed a Request for Proposals with the assistance of RW Beck – a national consulting firm retained by Ramsey County to help cities with their procurement of recycling services. In keeping with best overall value contracting, the RFP spelled out a base set of expectations for delivery of services and encouraged proposers to showcase their strengths and innovations – items that could earn a proposer additional points.

The RFP was reviewed by the City Attorney before being issued on August 4. Four companies submitted proposals: Allied Waste, Eureka Recycling, Tennis Sanitation and Waste Management. Some companies submitted more than one proposal. The additional proposals reflected variations on the company's base proposal, or an alternative method of service delivery. One company offered an alternate proposal for a five-year contract. The City Manager determined that a five-year contract was outside the scope of the RFP and thus the five-year proposal could not be considered.

Executive Assistant Margaret Driscoll administered the proposal process, and she received the scores from reviewers and references and compiled the score sheet. Ms. Driscoll reviewed each proposal for completeness and assigned a score for that section of the formula. Each proposer submitted a list of references. Those references were asked to complete a survey through an outside provider in which the references assigned numerical scores to questions regarding the proposer's ability to provide service (e.g. ability to collect cleanly and quietly, quality of customer relations, etc.).

RW Beck staff did a financial analysis of each proposal and determined the net cost to the city for each proposal. Ms. Driscoll used this analysis to assign a score to each proposal for that section of the formula. The financial analysis was also provided to the review panel for its review. Because the proposal from Eureka Recycling and the alternate proposals from Waste Management contained revenue sharing components, RW Beck calculated revenue returned to the City based on three scenarios: commodity prices at the five-year high, at the five-year average and at the five-year low. Currently commodity prices are at or a little above the five year average. Ms. Driscoll used the average figure for her assessment.

The City assembled an assessment panel to review each proposal independently and assign numerical scores for the Community Values and Added Value sections of the formula. Those scores were independently submitted to Ms. Driscoll. The panel consisted of: Robert Craggs, Vice President of RW Beck; Jim DeBenedet, Chair, PWET Commission; Chris Miller, Finance Director; Tim Pratt, Recycling Coordinator; and Duane Schwartz, Public Works Director. In addition the panel interviewed proposers to clarify the proposals and to gain additional information – information that would allow panel members to make an assessment of the proposer's ability to provide recycling service for the City of Roseville.

All scores were submitted to Ms. Driscoll who compiled the results found in Attachment B. The final scores (on a 100 point scale) are as follows:

<u>Proposer</u>	<u>Score</u>
Eureka Recycling	75.26
Allied Waste Proposal 1	58.38
Allied Waste Proposal 2	56.40
Waste Management	54.10
Tennis Sanitation Proposal 2	52.33
Tennis Sanitation Proposal 1	37.54

The results were presented to the review panel. Members unanimously agreed to recommend the City award the recycling services contract to Eureka Recycling.

Committee members found the Eureka Recycling proposal adds value to the City above and beyond what was offered by other proposers by:

- Collecting as many types, or more types, of material than the other proposers as a base and will expand collections to include pizza boxes
- Having the lowest residual rate at their materials recovery facility (MRF)
- Their entire fleet runs on B-20 biodiesel, and all trucks have installed retrofit oxidation catalysts
- Continuing to run an industry-leading multi-family building recycling program
- Sponsoring Zero Waste events
- Continuing with award-winning education programs – including materials in multiple languages
- Marketing material so that it can be recycled to its highest and best use
- Offering additional services such as composting classes and bin distribution events

POLICY OBJECTIVE

Meet the Imagine Roseville 2025 goal that Roseville is an environmentally healthy community by providing recycling service for residents.

To competitively bid for contracted services.

BUDGET IMPLICATIONS

A financial analysis conducted by consulting firm RW Beck indicates the net cost of the Eureka Recycling proposal will be approximately \$1.22 million over the three-year term of the contract – the lowest net cost of any of the proposals (see Attachment C). Currently Roseville pays a net cost of approximately \$350,000 a year.

Roseville also receives an annual SCORE grant of approximately \$65,000 for waste reduction and recycling activities. Roseville has chosen to use the grant to subsidize the cost of the recycling program and reduce the fee homeowners pay for service. Residents are charged a fee on their water bill which generates revenue to cover the remainder of the program costs.

STAFF RECOMMENDATION

Authorize staff to negotiate a three-year recycling services contract with Eureka Recycling. Almost all of the agreement is already contained in the RFP and the response.

REQUESTED COUNCIL ACTION

A Council Motion awarding the a three-year recycling services contract to Eureka Recycling, and authorizing staff to negotiate a final contract.

That contract will be presented to the Council for approval at the completion of negotiations.

Prepared by: Tim Pratt, Recycling Coordinator
Attachments: A: Community Values Chart
B: Master Score Sheet
C: Financial Analysis Summary
D: Request for Proposals

Public Works, Environment and Transportation Commission Recycling Community Values

Functional area	Points	Percentage
Collection	60	
Clean, quiet		10
Impact on street (size and weight of trucks)		15
Frequency of service		20
Easy to participate		20
Comingle		15
More materials picked up-organic too		5
Materials are efficiently recycled (local markets, highest and best use for material)		10
Rewards for adding value		5
Total		100
Outreach	30	
Frequent education of residents		40
Community involvement		10
Annual report on what happens to material		50
Total		100
Environmental Benefits	10	
Experience with Zero Waste events		10
Equipment doesn't use fossil fuel		30
Environmentally Preferred Purchasing (EPP)		30
Local vendor-terminal location		30
Total		100
Grand Total	100	

City of Roseville

Recycling RFP Master Score Form

<u>Company</u>	<u>Criteria/Score</u> <u>Community</u> <u>Values</u>	<u>Criteria/Score</u> <u>Price</u>	<u>Criteria/Score</u> <u>Base</u> <u>Specifications</u>	<u>Criteria/Score</u> <u>Past</u> <u>Performance</u>	<u>Criteria/Score</u> <u>Value added</u>	<u>Criteria/Score</u> <u>Interview</u>	<u>Total</u>
	<u>30 Points</u>	<u>25 Points</u>	<u>10 Points</u>	<u>10 Points</u>	<u>5 Points</u>	<u>20 Points</u>	<u>100 Points</u>
Eureka Recycling Proposal	15.64	25	10	9.32	3.3	12	75.26
Allied Waste Proposal 1	10.07	21.25	6	7.96	1.9	11.2	58.38
Proposal 2	10.24	17.5	6	7.96	3.5	11.2	56.40
Waste Management Proposal	12.60	12.5	9	8.2	2.2	9.6	54.10
Tennis Sanitation Proposal 2	11.10	17.5	7	7.33	1.8	7.6	52.33
Proposal 1	11.31	2.5	7	7.33	1.8	7.6	37.54

City of Roseville - Recycling Proposals Financial Analysis

Ranking of 3 Year Term Proposals

	Total Cost	Rank
Eureka (High Market) [1][2][3][4]	\$ 855,375	1
Eureka (Average Market) [1][2][3][4]	\$ 1,229,130	2
Allied w/o RecycleBank	\$ 1,371,708	3
Eureka (Low Market) [1][2][3][4]	\$ 1,538,260	4
Allied with RecycleBank [5]	\$ 1,541,430	5
Tennis Sanitation [2][6]	\$ 1,585,859	6
Waste Management	\$ 1,775,473	7
Tennis Sanitation [6]	\$ 2,208,816	8

^[1] R. W. Beck conducted a sensitivity analysis based on low, average, and high market pricing for each proposal offering revenue share. The sensitivity analysis, based on historical market pricing, is intended to assist with evaluating market risk.

^[2] Proposal dual stream collection.

^[3] Proposal includes processing fee.

^[4] Proposal includes revenue share.

^[5] RecycleBank provides a financial benefit to residents that is unable to be quantified for purposes of this cost analysis. According to Allied's proposal, the average household can earn \$20 per month in rewards on average.

^[6] Proposal includes recycling credit.



Specifications and Request For Proposal for Comprehensive Recycling Service

August 4, 2010

Proposal accepted until 4:00 p.m. CDT
Tuesday, September 7, 2010

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, 2011 to December 31, 2013**

The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
Tuesday, September 7, 2010**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Margaret Driscoll, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Margaret Driscoll, 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.

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 9,429 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 5,910 Multi-family Dwelling Units (MDU) as detailed in Attachment 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	August 4
Questions Regarding RFP to be Submitted	August 20 at 4:00 p.m.
References Submitted	August 20 at 4:00 p.m.
Notification of Intent Submitted	August 20 at 4:00 p.m.
Proposals Due	September 7 at 4:00 p.m.
Interviews of Finalists	Week of September 13
Council Meeting to Authorize Contract Negotiations	September 27

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, Margaret Driscoll. Prospective Contractors are encouraged to contact Ms. Driscoll with questions or requests for more information.
- 2.02.** Questions, requests for clarification or requests for information about this RFP or process must be submitted by 4 p.m. August 20, 2010, in writing (preferably by email) to:
- Margaret Driscoll
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
margaret.driscoll@ci.roseville.mn.us

All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all qualified Contractors prior by 4:00 p.m. August 25, 2010.

- 2.03.** 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, Friday, August 20, 2010, in writing (preferably by email) to:
- Margaret Driscoll
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
margaret.driscoll@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.

- 2.04.** All proposals must be sealed and delivered to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, September 7, 2010, to be considered eligible. See Section 10 for details on how to submit a proposal.

- 2.05. 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 on September 14. Following the interviews the committee will recommend a top Contractor to the City Council.
- 2.06. 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.
- 2.07. 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.
- 2.08. The new recycling contract will commence on January 1, 2011.

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 with a neck 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.

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. Those tonnages dropped in the tail end of 2008 and all of 2009 due in large part to the downturn in the economy.

Multi-family complexes were added to the program in 2003. Currently there are 94 buildings with a total of 5,898 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:

- Annual calendar (if other than weekly collection)
- 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

4.06 City's designated contact person

The City has designated Administrative Assistant Margaret Driscoll 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 bottles; aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard; 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, and clothes including: belts, coats, hats, gloves, shoes and boots that are clean and free of mold, mildew and excessive stains. Textiles must be dry.

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, 2011.

4.12 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls. 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 color 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 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 made from high density polyethylene resin without pigment or coloring (e.g., milk jugs and gallon water jugs).

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 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 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 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, pizza cartons in corrugated cardboard streams, 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); 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 materials 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 bottles

Plastic bottles shaped with a neck. Plastic lids, caps, rings and pumps are not included. Recyclable plastic bottles shall be identified on the bottom with the

SPI plastic codes #1 (PETE) or #2 (HDPE) including bottles containing: liquor; milk; juice; soft drinks; water; certain foods; soap and cosmetics.

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 Process 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 as landfill cover.

4.41 Rigid Containers

Includes aluminum cans, foil and trays; steel cans; glass bottles and jars; milk cartons and juice boxes; and plastic bottles.

4.42 Set-Out Rate

The number of households (SFDs) that set out recyclable materials each week as a percentage of the number of eligible SFDs in the City.

4.43 Single-Family Dwelling (SFD)

A building containing up to four (4) dwelling units.

4.44 Steel cans

Disposable containers fabricated primarily of steel or tin used for food or beverages.

4.45 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.

4.46 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, pizza cartons in corrugated cardboard streams, etc.

4.47 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 and Exhibit A "Garbage and Recycling Collection Zones" map.

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 Minnesota Statutes and local ordinances;

- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Have a maximum loaded weight not to exceed 40,000 pounds; 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. 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 and tobacco ashes

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 4 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 and shall:

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 and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
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. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
10. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
11. 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 are acceptable to the extent that route drivers readily recognize recyclables.

Multi Family

Contractors shall provide containers for all Multi-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 containers for use in single stream collection programs.

The Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory, service and repair carts to meet supply and demand needs for the entire term of the contract.

The City maintains the right to use its own designated company to provide carts, cart maintenance and repair service. If the City exercises this option, the City will adjust payment to the Contractor to reflect only the collection and processing cost of the Contractor's proposal.

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 color 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.

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.

Each cart will be delivered with a package of recycling information provided by the Contractor and approved by the City as detailed in 6.06 and 6.07 explaining what and how to recycle using the single-stream method.

5.05. Collection

Curbside Dual Sort

Items shall be placed in paper kraft bags, blue recycling bins, designated recycling carts or any other container 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 Attachment 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 4.45 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 the monthly report to the City.

Multi Family

Contractor will use containers as specified in 4.26. They shall be located in multi family 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. The Contractor shall replace containers in their appropriate locations.

Multi Family Complexes 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 Multi Family Complexes shall receive service. Contractor shall inform the City and each complex owner or manager the day and approximate time the complex 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 4.45 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. For 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 monthly 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.

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.

Multi Family

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 Recycling Coordinator 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 Attachment A. The number of housing units in each collection zone is detailed in Attachment 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 a monthly 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, collection will be made the following business day. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City.

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 forty-eight (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 forty-eight (48), the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City's for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within thirty (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. License Center – 2737 Lexington Avenue
5. Fire Station One – 2701 Lexington Avenue

6. Fire Station Two – 2501 Fairview Avenue (currently not in service)
7. Fire Station Three – 2335 Dale Street
8. Cedarholm Golf Course – 2395 Hamline Avenue
9. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
10. Evergreen Park Concession stand (in season) – 1810 County Road B
11. Owasso Ballfields Concession stand (in season) – 2659 Victoria Avenue
12. Other mutually agreed upon City facilities.

Contractor will provide carts or other mutually agreed upon containers to facilitate that service.

5.22. Purchase of Bins, Lids and Wheel Kits

If the City accepts the Contractor's single-stream proposal, the Contractor agrees to purchase the City's remaining blue recycling bins, lids and wheel kits. The Contractor will reimburse the City at a rate of \$8.50 for each bin, \$3.25 for each lid and \$4.50 for each wheel kit. As of June 30, 2010 the City has 400 bins, 200 lids and 150 wheel kits.

The Contractor will coordinate the pick up of used bins, lids and wheel kits from resident's homes with the delivery of the new carts. Buckthorn brand bins distributed before 1996 (blue, ribbed and have the recycling symbol in four corners) will be considered scrap. The Contractor will reimburse the City for all A-1 and Busch Systems bins (blue, smooth with Roseville recycling logo on two sides), lids and wheel kits collected at a rate of \$1.00 for each bin, lid and wheel kit combo.

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 MFD Building Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MFD building owners served by the City's contractor. A copy of each report to the MFD building 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 vehicle emissions from its fleet.

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 9,429 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 Contractor will also be required to provide annually a one-page multi-family complex recycling flyer to Multi Family Complex 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 must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, 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. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) 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.

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.

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 processing center, 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 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.

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. 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 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, 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 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 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.

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 written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify all end markets used for each of the recyclable commodities. The Contractor shall attach written certification from each end market. The Contractor shall specify the percentage of material that goes to each end market.

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, 2011 through December 31, 2013.

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 2011 the City certifies that there are 9,429 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 Family Billing

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 5,910 multi-family dwelling units that will be receiving service as of January 1, 2011. 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 monthly 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. Glass composition is assumed to be: Flint 39%, Amber 29%, Green 32%.

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. Each plastic: 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). Plastics composition of sub-grades is assumed to be: 54% PET, 30% Natural HDPE, 16% Colored HDPE.

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 (0) 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 after 90 days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination 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 \$25,000 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, Friday, August 20, 2010, in writing (preferably by email) to:

Margaret Driscoll
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
margaret.driscoll@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. For each reference above five that the proposer submits, the proposer shall receive a bonus of .025 points added to their average score.

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, Tuesday, September 7, 2010, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Margaret Driscoll
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 = 9,429 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 F 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), Frequency of service, Easy to participate, Ability to Comingle, More materials picked up, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value
- Environmental Benefits – which includes Frequent education of residents, Community involvement, Annual report that includes information on what happens to material
- Outreach – which includes Experience with Zero Waste events, Equipment doesn't use fossil fuel, 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	
Category	Weight
How Well Proposal Meets Community Values	30%
Price	25%
How Well Proposal Meets RFP Base Specifications	10%
Past Performance (References Survey)	10%
Value Added Beyond RFP Base Specifications	5%
Subtotal	80%
Finalists	
Interview	20%
Total	100%

The review committee will present its recommendation to the City Council at the September 27 meeting. (See Section 2, Contractor Selection Process and Schedule).

PROPOSAL FORMS

COMPREHENSIVE RECYCLING COLLECTION SERVICES

**CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113**

TO: Margaret Driscoll
Administrative Assistant
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Madam:

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:

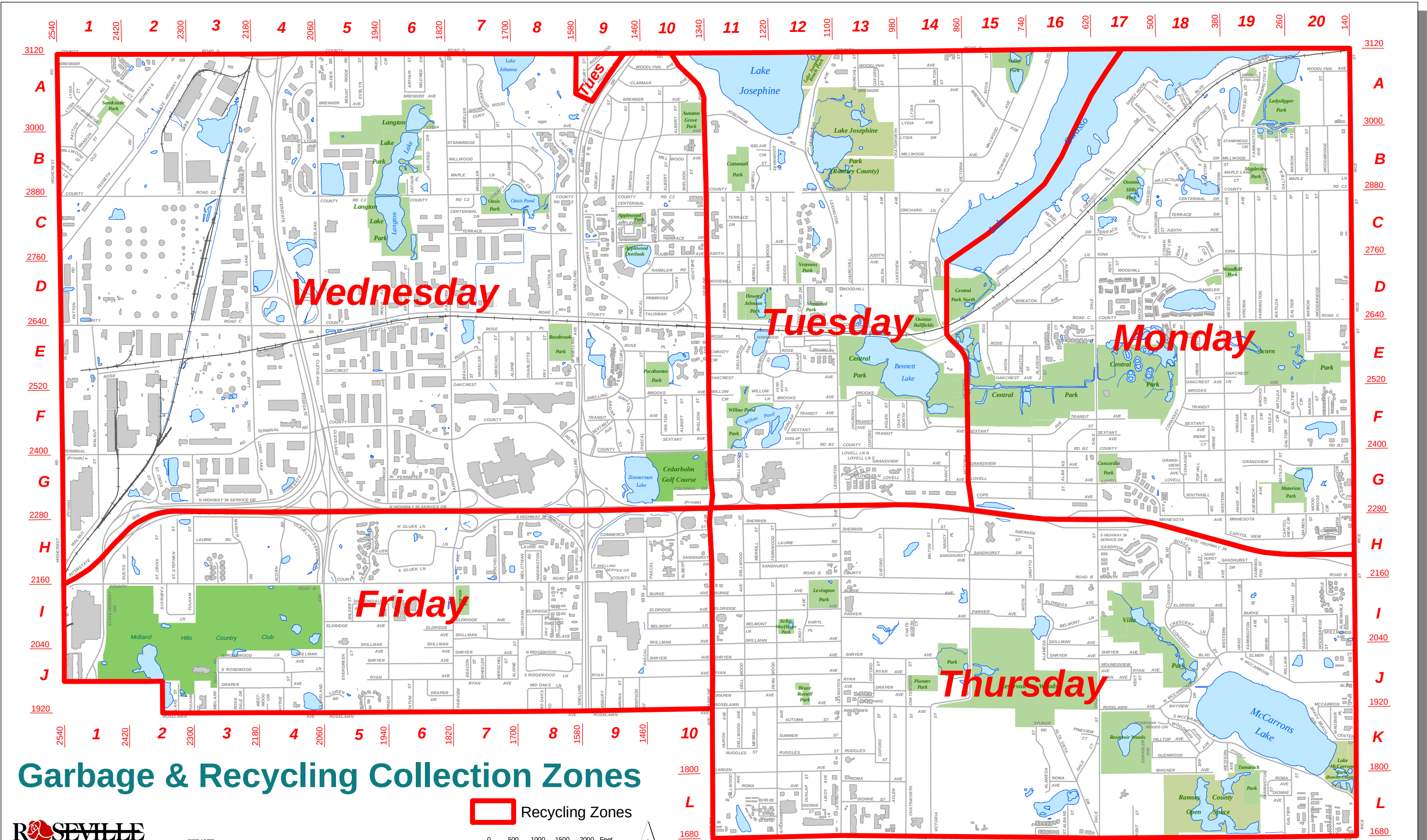
- (1) That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals 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 _____, 2010

Notary Public
My Commission expires _____, 20____



Prepared by:
Engineering Department
April 2007

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.

Data Sources and Contacts (3/05/07):
* Ramsey County GIS Base Map
* City of Roseville Engineering Development

mapdoc: RecyclingZones2007.mxd
map: RecyclingZones2007.pdf

Recycling Day		Multi Family		Single Family		Other				Total
		Apartments	Condominiums	Single Family	Townhome	Double Dwelling	Half Double Dwelling	Two Family	Three Family	
Monday	Units	734	192	2,186	344	12	40	4	0	3,512
	Buildings	6	1	2,186	116	6	20	2	0	2,337
Tuesday	Units	375	511	1,325	74	8	12	4	3	2,312
	Buildings	3	6	1,325	18	4	6	2	1	1,365
Wednesday	Units	1,321	142	1,410	82	60	30	10	3	3,058
	Buildings	17	3	1,410	72	30	15	5	1	1,553
Thursday	Units	1,490	253	2,383	80	38	6	16	0	4,266
	Buildings	24	4	2,383	41	19	3	8	0	2,482
Friday	Units	473	419	1,208	74	8	0	6	3	2,191
	Buildings	26	4	1,208	34	4	0	3	1	1,280
City Wide	Units	4,393	1,517	8,512	654	126	88	40	9	15,339
	Buildings	76	18	8,512	281	63	44	20	3	9,017

Source:
Ramsey County
Property Records
Jun-02

Multi Family
Total 5910
Does not include Nursing Homes

Single Family
Total 8775
Townhome
Total 654
Total SFD 9429

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, weighted to prevent blowing over
	1722, 1725, 1735, 1738 Woodbridge Court	62	
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 garage, 4 stations, caretakers bring carts to west parking garage entrance
	2335-2345 Woodbridge Street	120	
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
2275 Rice Street		8	1 paper 1 containers
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

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		# units	# Carts
Applewood Pointe	1480 Applewood Court	94	1 paper 1 containers per floor - three floors - caretaker brings to driveway
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

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
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

City of Roseville - Multi Family Complex Recycling Service Level

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

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

Roseville Mobile Home Park	2599 Lexington Avenue	107	3 paper, 3 containers
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Office Building

State Farm Office Bldg	2201 Lexington	8	1 paper, 1 containers
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ATTACHMENT C

PRICE WORKSHEET

Instructions for Roseville RFP price worksheet

All proposers must fill out at least one proposal scenario price worksheets. 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 (0) 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 (0) 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 Attachment D 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 C – 1

CURBSIDE COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Curbside Collection Scenario

☐ Dual Stream Weekly

☐ Single Stream Bi-Weekly

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Residential Dwelling Unit per Month \$ _____ per RDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less paper processing cost per ton _____ per ton of all paper grades

Less containers processing cost per ton _____ per ton of all containers

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

ATTACHMENT C – 2

MULTI-FAMILY COLLECTION PRICE WORKSHEET

Company name: _____

Contact person/Title: _____

Address: _____

Phone: _____ E-mail: _____

A. Multi Family Collection Scenario

☐ Dual Stream Weekly

☐ Single Stream Weekly

☐ Other : _____

(Please list page of proposal where this is described) _____

Proposed price per Multi Family Dwelling Unit per Month \$ _____ per MDU

B. Revenue Share Proposal

Revenue share percentage _____ % of published price index

Less paper processing cost per ton _____ per ton of all paper grades

Less containers processing cost per ton _____ per ton of all containers

C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

Attachment D - Annual Tonnages and Composition

Type of Material	2006 % of Total Tonnage	2007 % of Total Tonnage	2008 % of Total Tonnage	2009 % of Total Tonnage
Total Annual Tons	3441	3681	3556	3281
Papers				
News Mix	63.98%	56.46%	66.00%	61.65%
Cardboard	6.71%	13.23%	4.50%	5.48%
Boxboard	2.37%	7.60%	2.60%	5.48%
Wet Strength	0.36%	0.10%	0.50%	0.00%
Phone Books	1.33%	0.11%	0.10%	0.02%
TetraPak	Not collected	Negligible	Negligible	Negligible
Textiles	0.40%	Negligible	Negligible	0.02%
Residual	0.24%	0.11%	.5%	0.06%
TOTAL	75.40%	76.60%	74.20%	72.72%
Containers				
Total Glass	14.89%	15.15%	16.70%	17.54%
Steel Cans	2.64%	2.00%	2.40%	2.43%
Aluminum	1.48%	1.10%	1.40%	1.40%
Total Plastics	4.70%	4.01%	4.60%	5.75%
Residual	0.89%	0.15%	0.70%	0.17%
TOTAL	24.60%	22.40%	25.80%	27.28%
Total Residual	1.13%	0.26%	1.2%	0.23%

Attachment E

Company Background and Qualifications

These are the base specifications

Your response must include answers to the following questions

1. Please describe how you will provide the following recycling services for the City of Roseville:
Collection (Section 5.05)
Processing (Section 7)
Marketing (Section 7)
Public Education (Section 6.05)
2. How many years has your company been operating in the Twin Cities area?
3. Name(s) and location(s) of the processing facilities or MRFs where material collected from the City will be delivered and processed.
4. What materials will you collect, process and market?
5. What are the end markets for each type of material and what percentage of material goes to each market (as described in 7.06)?
6. How many collection vehicles will be used to collect recyclables in Roseville?
7. Describe collection vehicles to be used in Roseville including, but not limited to, make, collection function, gross weight, tare weight, distance between axles, and weight for tires rating. Please include photos.
8. Describe your recycling containers (as discussed in 5.04)
9. Describe contractor/sub-contractor relationships, if applicable

Attachment F

Proposal Content Checklist

Proposers shall submit six hard copies of the proposal and all attachments printed on 100% post-consumer recycled content paper and one electronic copy of the proposal formatted in Microsoft WORD on a compact disk that is reformatted/recycled.

Proposers shall complete and submit this checklist of items for inclusion in the proposal. This checklist may also be filled out electronically using the attached Form version.

Mandatory

- ☐ Written proposal detailing recycling collection, processing, marketing and public education services including all information listed as base requirements in Attachment E
- ☐ List of firm's Principal Officers' names, and name, addresses and contact information (telephone, email, fax) for designated contact person
- ☐ List of references – similar to what was previously submitted electronically
- ☐ Completed price worksheets (Attachment C)
- ☐ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation
- ☐ Completed Proposal Form (page 46 of RFP)
- ☐ Completed Affidavit of Non-Collusion (page 47 of RFP)
- ☐ Copy of monthly report forms as described in 5.05, 6.01 and 6.02
- ☐ Examples of proposer's public education materials including education tags
- ☐ Example of proposer's annual report presented to a city
- ☐ Example of proposer's annual report presented to Multi-Family Dwelling owners as described in 6.03

Optional

- ☐ An explanation of services/contract options (and relevant pricing information) that could increase the value of the firm's proposal. Examples include, but are not limited to:
 - ☐ Additional public education the proposer is able to provide the City
 - ☐ Examples of involvement in recent community activities such as speaking engagements, renting booth space at local events, attending neighborhood block parties, holding classes or contests, etc. and statement of ability/willingness to participate in potential recycling outreach activities in the City
 - ☐ Collection vehicles use of bio-fuels, and use of pollution reduction technology
 - ☐ Examples of how the firm promotes, internally and externally, use of recycled products and other aspects of environmentally preferred purchasing
 - ☐ Additional services the proposer is able to provide the City beyond the RFP base specifications

REQUEST FOR COUNCIL ACTION

Date: Sept. 27, 2010
Item No.: 12.d

Department Approval

City Manager Approval



Item Description: Consider Request to Conduct a Resident Survey

BACKGROUND

Recent state aid cuts have led the City to examine in greater detail the programs and services offered. There have been staff reductions, program cuts and changes in service delivery. The City Council and staff have solicited resident input on the City's budget by inviting the public to come us – attend community meetings or testify at public hearings, with little success.

City Council members have expressed a desire for greater citizen input on budget matters. After much investigation staff have identified a tool that it believes will provide that input – a resident survey. Specifically it is a survey designed by Cobalt Community Research, a 501c3 nonprofit coalition created to help governmental organizations measure, benchmark, and manage their efforts. Their survey instrument is specifically designed to engage residents in budget and planning decisions.

Part of citizen engagement is to assess citizens' satisfaction with various city services. This assessment will give us a benchmark allowing us to know how well services are being provided currently, and allow us in the future to determine if the City's actions or inactions have an effect on resident satisfaction. This would fit with the Council's direction to the City Manager to engage in City-wide performance measurement.

Why a Survey

Surveys are a widely used tool to gauge resident's opinions on budgetary matters. According to an article in the International City/County Manager Association 2010 Municipal Yearbook entitled "Citizen Engagement: An Evolving Process," "citizen surveys give voice to a broader, more representative group of citizens than do public meetings." Such surveys can provide valuable information to elected officials and local government staff on the problems the community faces, or on how to better communicate with residents. These tools also provide an opportunity for individuals who, because of work or family commitments or personal reticence, may find it difficult to participate in the type of meetings typically open to the public.

Roughly 51 percent of jurisdictions responding to the ICMA survey indicated that they conduct citizen surveys, and those operating under the council-manager form reported the highest percentage among all cities and counties – 67%.

About Cobalt

Cobalt Community Research was created as an offshoot of the CFI Group which uses the methodology of the American Customer Satisfaction Index (ACSI) to help private businesses

identify which product and service changes will have the greatest effect on satisfaction, loyalty, recommendation, and other vital future behaviors.

Using their experience gauging business customer satisfaction, Cobalt has created surveys that allow local governments to compare current year scores against similar local governments and even the broader public and private sectors.

The survey instrument from Cobalt has three components.

- 1) A Citizen Engagement section (see example in Attachment A) which provides resident satisfaction with various city services, and develops benchmarks for future assessments (Note that these are sample questions. We would work with Cobalt to develop our own questions).
- 2) A Budget Allocation module (see example in Attachment B) where residents indicate which programs and services are important to them, and solicits possible budgetary actions residents would prefer if there is not adequate funding to provide the services. That data is overlaid with actual budget allocations to support focus of budget and staff on areas with the greatest impact on satisfaction and citizen behaviors (see graphic which is Attachment C).
- 3) The Future Projects module allows residents to rate potential projects by support, funding and cost (see graphic which is Attachment D). This could be used to gauge residents' interest and support for various proposals coming from the Parks and Recreation Master Planning Process. However, this would not preclude an additional survey related to the Master Plan proposals.

The survey would be mailed to 1,500 residents and a follow-up mailing will be sent to non-respondents. In addition to the scientifically valid mail survey, Cobalt would provide an online survey website that would allow residents not selected for the mail survey to respond to the same questions. Online answers would be tabulated separately from the mail survey.

Staff would begin this project by working with Cobalt to develop the questions to be asked. That work would take place this fall. It takes six weeks from the completion of questions until the end of the resident response time. Depending on timing issues, the survey could be issued this fall or may wait until after the holiday season. In either case, survey results would be available for the Council in early 2011. The desired deadline is to have the information for the Council before the annual strategic planning retreat in February.

POLICY OBJECTIVE

In Imagine Roseville 2025 residents identified two strategies for Making Roseville a Welcoming Community:

Benchmark and routinely seek community input to evaluate and continuously improve city services.

Assess needs and desires for new public facilities and programs, including a Community Center, through survey and other methods.

Additionally the Council identified performance goals for the City Manager to achieve in 2010:

84 Excerpt of City Council Meeting Minutes of May 17, 2010
85 Mayor Klausing advised that the City Council and Mr. Malinen agreed on performance
86 targets for 2010, including continued emphasis on the goals and strategies established
87 through the *Imagine Roseville 2025* community visioning process; city-wide performance
88 measurements systems; and demonstration of measurable improvements in community
89 engagement.

90
91 A citizen survey would meet all of these objectives.

92
93 **BUDGET IMPLICATIONS**

94 The 2010 budget includes \$10,000 for a citizen survey. The quote from Cobalt Community
95 Research is for \$9,600.

96
97 **STAFF RECOMMENDATION**

98 Approve contract with Cobalt Community Research on a resident survey.

99
100 **REQUESTED COUNCIL ACTION**

101 A motion to approve contract with Cobalt Community Research on a resident survey.

Prepared by: Tim Pratt, Communications Specialist
Attachments: A: Example of Citizen Engagement section of survey
B: Example of Budget Allocation module
C: Example of Budget Allocation Impact graphic
D: Example of Future Projects graphic
E: Cobalt contract

City of Circleville Citizen Engagement Survey

Thank you for your participation in this survey; we value your opinion. All answers will remain confidential - your name will not be shared. Please take a few moments to complete and return the survey in the enclosed postage-paid envelope.

1. First, think about your **local public school system** and rate it on the following attributes using a scale from 1 to 10, where 1 means "**Poor**" and 10 means "**Excellent**."

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Meeting the needs of the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Preparation of students for solid careers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Preparation of students for college	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Communication with the public	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

2. Now, think about the **transportation infrastructure** in your community and rate it on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Road maintenance	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Road signage	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Amount of traffic congestion on the roads	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Public transportation options	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Accommodation for bicycle and foot traffic	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

3. Please rate your **local fire and emergency medical services** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Adequate fire coverage for the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Fire prevention education	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quick response to fires	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quick response to medical emergencies	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

4. Next, rate the **utility services** (water and sewer, garbage, electricity, etc.) that you use on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Water quality	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adequate garbage collection	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Reliable electrical service	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

5. Next, please rate your **local law enforcement** (police department/sheriff's office, etc.) on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Respectful treatment of citizens	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Fair and equitable enforcement	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Safety education	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quick response	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

6. Rate your **community health care** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Access to health care providers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality of health care providers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

7. Have you paid property taxes in the last 12 months?

☐ Yes

☐ No (Please skip to Q.8)

7a. Rate your **local property taxes** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Not Applicable
Fairness of property appraisals	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adequate period to pay taxes	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Ease of understanding the bills	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Fairness of tax levels	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Amount and quality of services you receive for the local taxes you pay	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

8. Think about community **shopping opportunities** using the scale where 1 means "**Poor**" and 10 means "**Excellent**." Please rate your community for providing:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Shopping convenience for everyday items	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Shopping convenience for major items	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Sufficient choices for most of your shopping needs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

9. Rate the **local government** in your community on the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Having leaders who are trustworthy	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Being well-managed	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Having employees who are well-trained	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Communicating effectively to the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Spending dollars wisely	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Being open to citizen ideas and involvement	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

10. Rate **community events** on the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Range of cultural offerings	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Strong and vibrant arts community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality sporting events to attend	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Variety of festivals and community events	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

11. Rate the **economic health** of your community on the following aspects:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Cost of living	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality of jobs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Affordability of housing	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Availability of jobs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Stability of property values	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Strength of local economy	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

12. Thinking about the **diversity of the people** who live in your community, please rate the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Degree of ethnic diversity in your community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Level of interaction between ethnic groups	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Support of ethnic and religious diversity by community groups, businesses, houses of worship and local government	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

13. Rate your **telecommunication services** in your community on the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Cell phone reception	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Speed of your internet connection	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Variety of options available for access to the internet	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Availability of television programming options	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

14. How frequently do you use the **parks and recreation** facilities and programs?

☐ Never ☐ Less than 6 times a year ☐ 6-12 times a year ☐ More than 12 times a year

15. Next, rate your **local parks and recreation** facilities and programs on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Facilities meet your needs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Facility maintenance	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality of recreational programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Variety of recreational programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

16. How frequently do you use the **local library**?

☐ Never ☐ Less than 6 times a year ☐ 6-12 times a year ☐ More than 12 times a year

17. Rate your **local library** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Hours of operation	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adequacy of resources to meet your needs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Location(s)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

18. Consider all your experiences in the last year with your community. Use a 10 point scale, where 1 means **"Very Dissatisfied"** and 10 means **"Very Satisfied."**

Very Dissatisfied= 1 2 3 4 5 6 7 8 9 Very Satisfied= 10

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

19. Consider all your expectations of your community. Use a 10 point scale where 1 means **"Falls Short of Your Expectations"** and 10 means **"Exceeds Your Expectations."** To what extent has your community fallen short of or exceeded your expectations?

Falls Short= 1 2 3 4 5 6 7 8 9 Exceeds= 10

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

20. Imagine an ideal community. How closely does your community compare with that ideal? Please use a 10 point scale where 1 is **"Not Very Close to the Ideal"** and 10 is **"Very Close to the Ideal."**

Not Very Close= 1 2 3 4 5 6 7 8 9 Very Close= 10

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

21. On a scale where 1 means **"Not at All Likely"** and 10 means **"Very Likely,"** how likely are you to take the following actions:

	Not at All Likely= 1	2	3	4	5	6	7	8	9	Very Likely=10
Recommend the community as a place to live	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Remain living in the community five years from now	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Be a community volunteer	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Encourage someone to start a business in the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Support the current local government administration	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

22. On a scale where 1 is **"Strongly Disagree"** and 10 is **"Strongly Agree,"** to what degree do you agree or disagree that your community is:

	Strongly Disagree= 1	2	3	4	5	6	7	8	9	Strongly Agree= 10	Don't Know
A safe place to live	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for children	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for unmarried young adults	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for senior citizens	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for everyone else	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Physically attractive	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A great place to live	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A great place to have a business	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Growing responsibly	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A safe place to bike and walk	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A safe place to walk at night	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A perfect community for me	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

The following questions are for analysis only and will not be used in any way to identify you.

How long have you been living in this community?

☐ One year or less ☐ 1-5 years ☐ 6-10 years ☐ More than 10 years

Do you own or rent/lease your residence?

☐ Own ☐ Rent/Lease

Is your place of employment located in your community?

☐ Yes ☐ No, a different community ☐ I am not currently employed ☐ Retired

What is your age group?

☐ 18 to 24 ☐ 25 to 34 ☐ 35 to 44 ☐ 45 to 54 ☐ 55 to 64 ☐ 65 or over

Which of the following categories best describes your level of education?

☐ Some high school ☐ High school graduate ☐ Some college ☐ College graduate ☐ Graduate degree(s)

Which of the following categories includes your total family income last year?

☐ \$25,000 or less ☐ \$25,001 to \$50,000 ☐ \$50,001 to \$100,000 ☐ Over \$100,000

Please indicate your marital status:

☐ Single ☐ Married/living with partner ☐ Widowed/separated/ divorced

Mark the boxes that describe the people living in your house (other than yourself and/or a spouse). Check all that apply.

☐ Child(ren) age 12 or under ☐ Child(ren) over age 12 ☐ Parent age 65 or older ☐ None of these

What is your gender?

☐ Male ☐ Female

Please check all that apply:
To which group(s) do you belong?

☐ Asian ☐ Black/African American ☐ American Indian/Alaska Native/Native Hawaiian
☐ White/Caucasian ☐ Hispanic/Latino ☐ Other

[illegible][illegible]

Finally, if there is not adequate funding to provide each service below, please specify the **budgetary actions** you would support for each service. *(Mark all that apply.)*

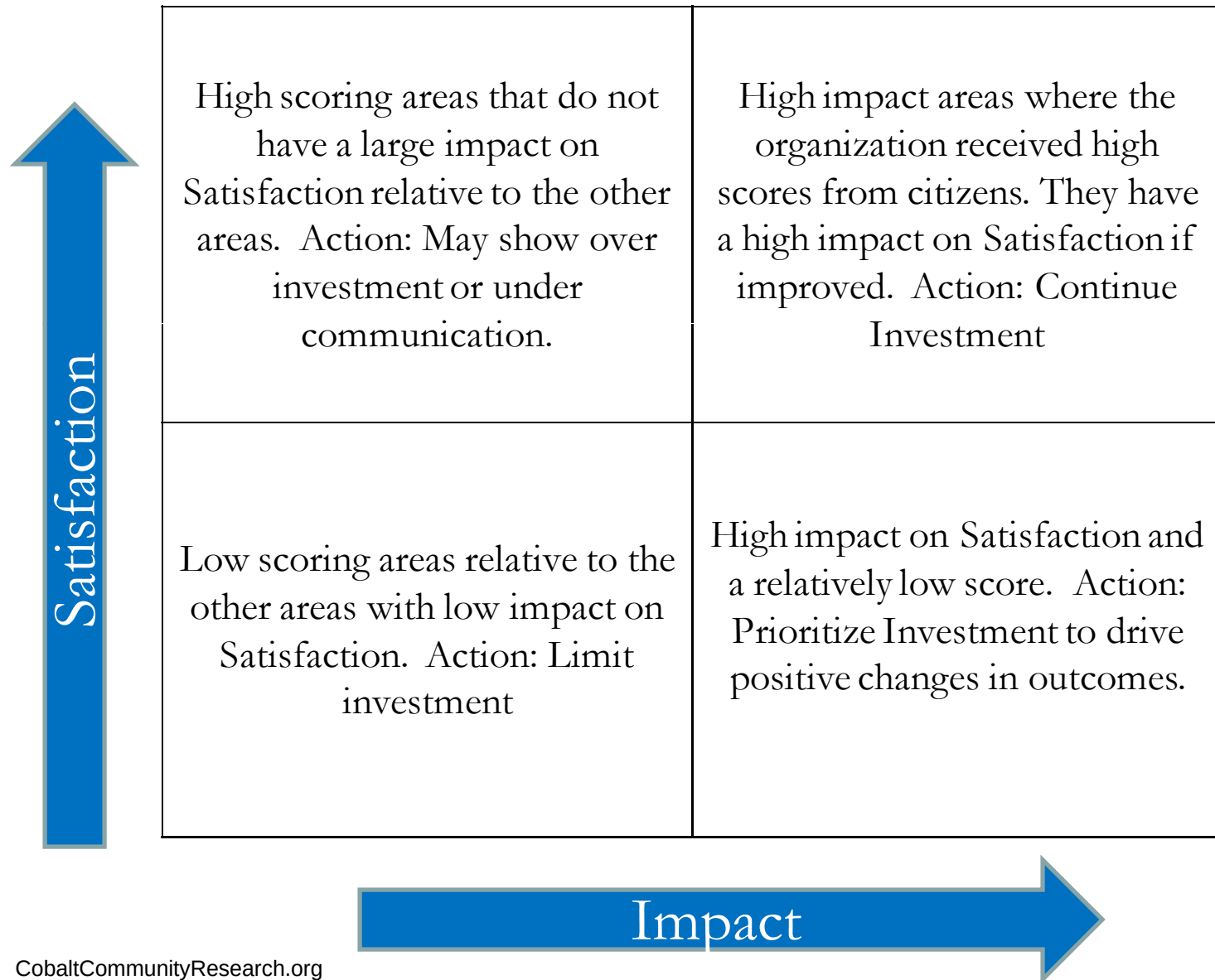
	Eliminate the Service	Reduce Service Levels	Reduce Staffing	Raise User Fees	Raise Taxes	Combine Service with Another Community	Streamline Operations
Crime control	☐	☐	☐	☐	☐	☐	☐
Downtown development/new businesses	☐	☐	☐	☐	☐	☐	☐
Emergency medical services (ambulance)	☐	☐	☐	☐	☐	☐	☐
Firefighting services	☐	☐	☐	☐	☐	☐	☐
Library services	☐	☐	☐	☐	☐	☐	☐
Municipal court	☐	☐	☐	☐	☐	☐	☐
Neighborhood blight control	☐	☐	☐	☐	☐	☐	☐
Parks and recreation	☐	☐	☐	☐	☐	☐	☐
Pedestrian and bike friendly	☐	☐	☐	☐	☐	☐	☐
Rear yard rubbish pickup (Farms, City, Shores Only)	☐	☐	☐	☐	☐	☐	☐
Recycling services	☐	☐	☐	☐	☐	☐	☐
Rubbish pickup	☐	☐	☐	☐	☐	☐	☐
Snow removal	☐	☐	☐	☐	☐	☐	☐
Street lighting	☐	☐	☐	☐	☐	☐	☐
Street maintenance	☐	☐	☐	☐	☐	☐	☐
Tree maintenance and replacement	☐	☐	☐	☐	☐	☐	☐
Water and sewer services	☐	☐	☐	☐	☐	☐	☐
Yard waste collection	☐	☐	☐	☐	☐	☐	☐

OPTION to replace grid above:

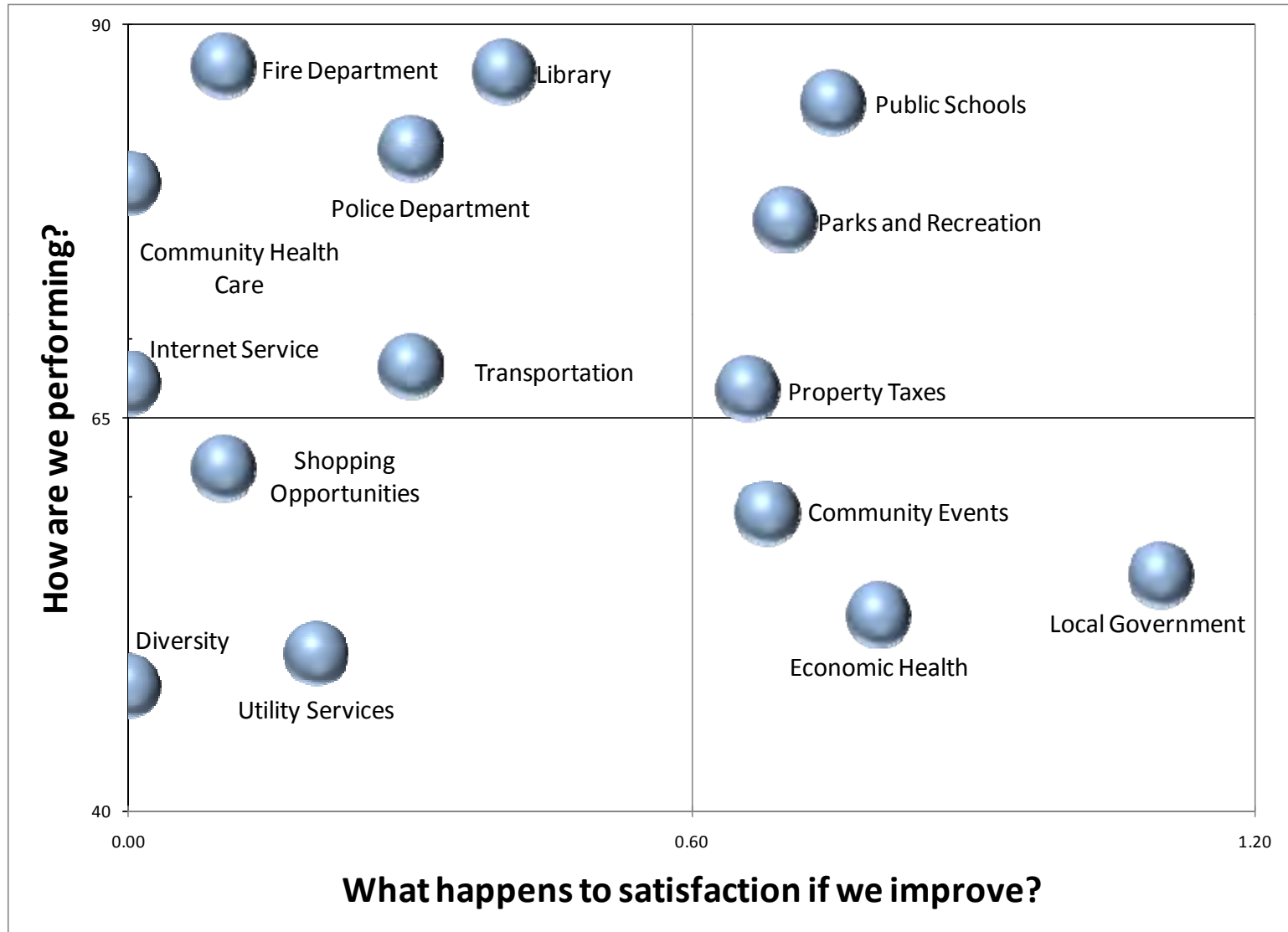
Because of the weak economy and falling property valuations, the City is looking at ways to address the budget shortfall. Below are changes that the City is considering. Do you support each of these potential changes?

	Yes - I support this idea	No - I do not support this idea	Not sure
Reduce the hours and days that city offices and facilities are open (may include city hall, other city offices, libraries, recreation centers, parks, etc.)	☐	☐	☐
Privatize some services (may include cemetery operations, golf course operations, etc.)	☐	☐	☐
Fund public safety through an assessment fee instead of through property tax levies	☐	☐	☐
Use red light camera revenues to reduce property tax revenues needed to balance the budget	☐	☐	☐
Reduce sidewalk and road maintenance	☐	☐	☐
Conserve street lighting (energy) costs	☐	☐	☐
Reduce roadway plantings/beautification projects	☐	☐	☐
Increase user fees to pay the cost of adult recreation programs (may include lawn bowling, softball, etc.)	☐	☐	☐
Reduce cultural arts and special needs funding to non-profit agencies	☐	☐	☐

Understanding the Charts: Community Questions – Long-term Drivers

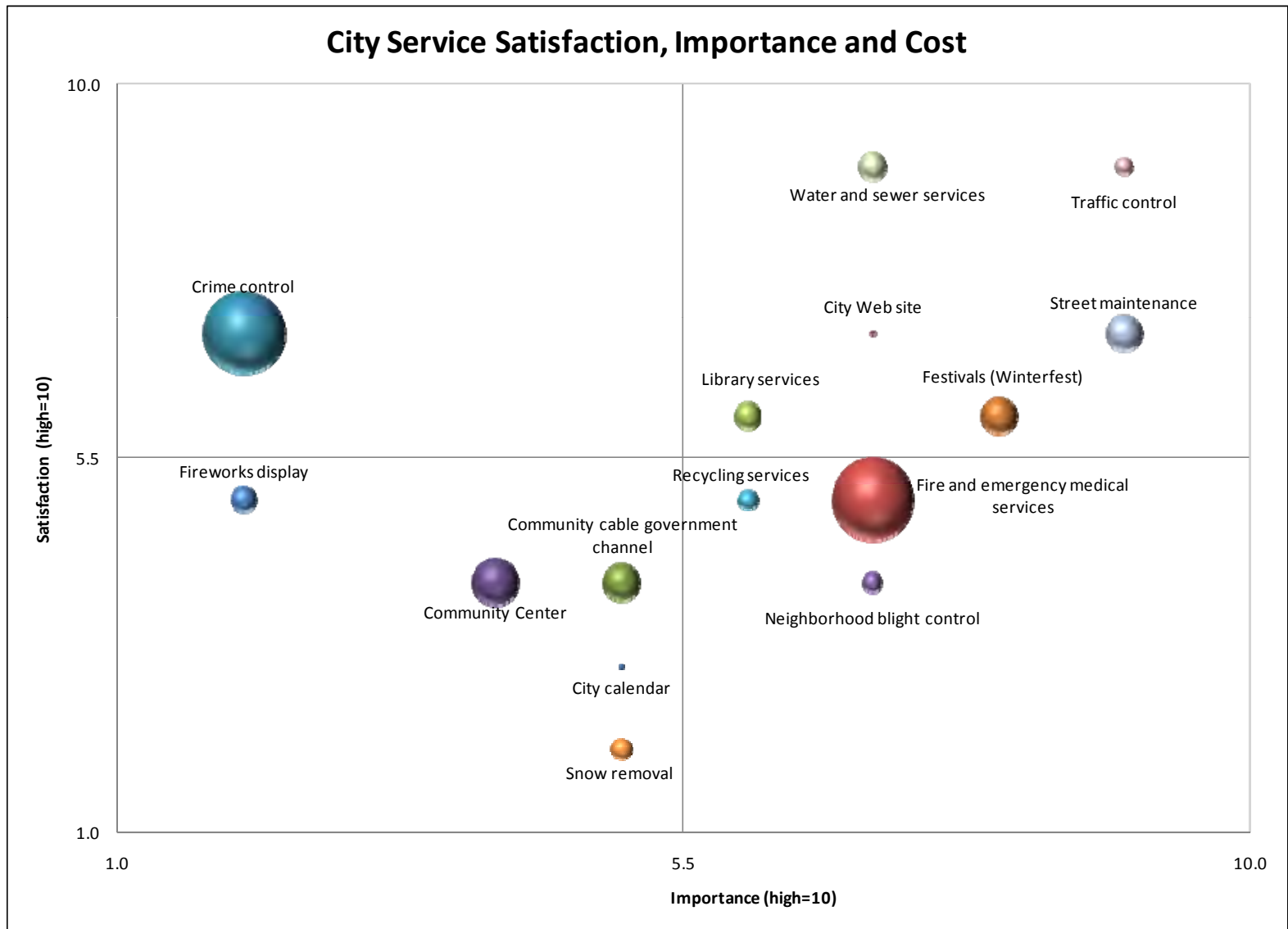


Standard Portal Analysis: Mapping Strategic Priorities



Optional Budget Allocation Module:

Rate Your Programs by Satisfaction, Importance and Cost



Optional Future Project Module:

Rate Potential Projects by Support, Funding and Cost





CITY OF ROSEVILLE, MN

AGREEMENT FOR RESEARCH

August 10, 2010

Submitted by:

William SaintAmour
Executive Director
1134 Municipal Way
Lansing, MI 48917

T: (877) 888-0209

F: (517) 703-9704

E-mail: wsaintamour@cobaltcommunityresearch.org

Agreement No: G242062008000 City of Roseville, MN

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

SECTION I: WORK STATEMENT

SCOPE

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Roseville, MN (the Partner), having a business address of 2660 Civic Center Dr., Roseville, MN 55113, using the Cobalt Citizen Engagement and Priority Assessment SM powered by technology behind the American Customer Satisfaction Index SM (ACSI) and CFI Group USA LLC. Results are targeted for late September to early October 2010.

Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt is located at 1134 Municipal Way, Lansing, Michigan 48917.

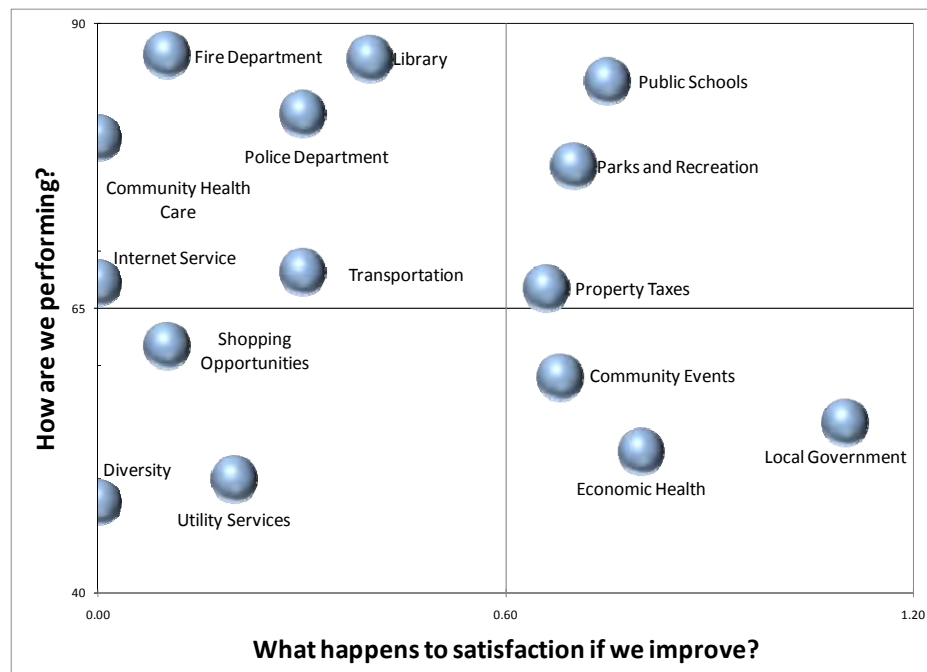
OBJECTIVES

The primary objectives of the research will be as follows:

1. Support budget and strategic planning decisions
2. Explore service assumptions to ensure baseline service levels are well understood
3. Identify which services provide the greatest leverage on citizens' overall satisfaction – and how satisfaction, in turn, influences the community's image and citizen behaviors such as volunteering, remaining in the community, recommending it to others, and supporting the current administration.
4. Measure improvements by tracking performance over time
5. Benchmark performance against a standardized performance index regionally and nationally

FROM INFORMATION TO ACTION

The output from the research supports development of sensible action plans. The improvement priority map shown below illustrates how such results can be displayed. It combines community component scores and impact information from the research model and serves as the starting point for action planning. Generally speaking, the critical areas to improve are those where impact is high and performance is low (lower right quadrant). In this example, citizens are essentially telling us that community leadership is falling short in these important areas and improvements there will focus resources where they have the greatest impact on satisfaction and desired behavioral outcomes.



Once the high-level priorities have been identified, a more specific understanding of the issues at hand is provided by looking at the individual questions that were used to measure each component. The Cobalt portal shows how one can begin “peeling the onion” and identify the operational and/or tactical issues that need to be addressed. Such results are provided for every “component” included in the survey.

In addition, the Partner may add a 1 page supplemental module measuring satisfaction and importance of up to 10 community-specific services and programs to support the budgeting and planning process and engage citizens in important decisions on where limited resources should be applied. The illustration below provides an example of results from the budget allocation module:



Also, the Partner may add an optional module on potential future projects to assess interest level and willingness to fund. In the example below, the bike trail shows nearly 90 percent of residents would like to have the trail implemented, and more than 80 percent are willing to fund such a project through higher fees or taxes.



Also, the Partner may add an optional module to continue up to 10 questions from previous surveys to update key measurements from past research efforts.

PROCESS

Cobalt proposes a five-step process for the development of the Citizen Satisfaction Study.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop supplemental questions to be added to the core questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the survey are aligned with community needs.

Step 3 – Survey Deployment:

The questionnaire will be administered to a random sample of citizens. At this time, Cobalt recommends collecting the surveys through two waves of a mail survey along with an online portal. Deployment and data collection is generally completed within 6 weeks. Data collection via telephone could also be considered to reduce collection time, but at higher cost.

Step 4 – Modeling & Analysis:

Cobalt and CFI Group will analyze the data using the ACSI-based methodology, which quantifies the relationships between the various elements of the survey.

Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or WebEx. Upon request, a summary report in PowerPoint will be provided to the project lead. Access to detailed results will be provided to the project lead through a secure online portal.

TASKS

Cobalt will provide the following services included in the fixed rate:

- Core survey
- Cover letter
- Online link and portal to allow respondents to complete the survey from a link on the Partner's Web site
- Access to a secure, online portal to review core survey results, compare to peer groups, and download tables into MS Excel
- Maintenance of the local government's data on the portal for 24 months
- Assistance creating supplemental custom questions
- Three modules of up to 10 questions each to measure satisfaction, importance, support for funding up to 10 community-specific services and programs, measure support for up to 10 future projects, and continue up to 10 questions from past surveys.
- Supplemental report in MS Excel detailing custom question results and cross tabulation across demographic questions not integrated into results portal

- Technical assistance in understanding the results by phone and e-mail

Cobalt will provide the following service with costs passed to the Partner.

- Two mailings to a sample of residents based on a list that the Partner has provided. Mailings include an initial mailing of the survey and a second mailing of the survey to those who have not responded. Includes data entry of survey results.

ASSUMPTIONS

1. The Partner shall provide resident contact data using the Cobalt Citizen Satisfaction Survey Contact Template in MS Excel.
2. Cobalt will not charge for phone consultation for survey design, preparation of the mailing list, or explanation of results.
3. Cobalt cannot guarantee survey response levels. Typical projects have a response rate of 25% to 35%; however, a minimum of 100 completed surveys is required for accurate analysis. Cobalt will automatically conduct reminder mailings to ensure a minimum of 100, which provides a confidence interval of approximately +/- 3.3% with a 90% confidence. The Partner may designate a higher minimum.
4. Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.
5. The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core Cobalt Citizen Satisfaction Survey, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an “inactive” status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.
6. All research is subject to imprecision based on scope, sampling error, response error, etc. Survey results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

COBALT COMMUNITY RESEARCH TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principals and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff certified by the Market Research Association’s Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRII (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

PRICING

The period of performance for this engagement begins immediately after contract approval. Pricing for deliverables are as follows:

- Mail-based Survey Package with Budget Module, Future Projects Module, Past Survey Questions Module, and Executive Summary Report in MS PowerPoint: **\$6,300**
- Plus distribution below:
 - Production and postage for an initial mailing of the 5-6 page survey to random sample of 1500 residents, a second mailing of the survey to those who have not responded, and business reply postage based on a 25% response rate. Actual costs may vary based on final counts, page counts, postal discounts, and response levels. Includes online portal. **Estimated cost: \$3,300.**

Total Estimate: \$9,600

- The Partner may add other non-demographic question modules (such as Communications Module or expand a contracted module for an additional 10 questions) and open ended questions for \$600 each.
- The Partner may add additional custom demographic questions for \$750 each
- Pricing valid for 60 days from the date of this document.

PAYMENT

Payment shall be made according to the following milestone schedule:

- 50% of quoted amount of the survey engagement upon the signing of the contract
- 50% upon delivery of results
- Invoicing will be within 30 days of each milestone above.

SECTION II: CONTRACTUAL TERMS AND CONDITIONS

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in survey responses received from Partner's residents or members, but not the surveys themselves. The Partner agrees that identity information about individual survey respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the survey. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Partner hereby grants to Cobalt and to CFI Group USA, LLC ("CFI") a perpetual, non-exclusive, royalty free, fully paid-up, worldwide license, with the right to sublicense, to use such Data and Measurements in the performance of the Services and in the creation of indices which are compiled from aggregated Data and Measurements (the "Aggregated Indices"). The Aggregated Indices will contain Partner's Data and Measurements; however, the Aggregated Indices will not contain individually identifiable data regarding Partner or its residents/members and will not allow a user thereof to ascertain or otherwise isolate data regarding the Partner or its residents or members. Cobalt and CFI shall not publish or disclose to any third party Partner's individual Data or Measurements without the prior written consent of Partner. Partner shall have no ownership interest in the Aggregated Indices. Cobalt and CFI has the right to use Partner's name in describing the participants of the Aggregated Indices. In addition, Cobalt and CFI has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the

performance of duties under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 30 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

9. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

10. SURVIVAL.

Sections 3, 4, 6 and this Section 10 shall survive the termination of this Agreement.

BINDING AGREEMENT

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement shall be deemed accepted only after it has been signed by a representative of the Partner and thereafter signed by a representative of Cobalt. Acceptance may be made by facsimile transmission and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative

Date



Cobalt Community Research, Executive Director

August 10, 2010

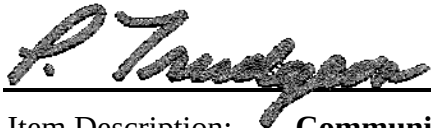
Date

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09-27-10
Item No.: 12.e

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 885 County Road C-2 West.**

BACKGROUND

- The subject property is an owner-occupied single-family detached home.
- The current owner is Mr. Lee Tschida.
- Current violation includes:
 - Siding, trim and garage door deteriorated with peeling paint and damaged siding (a violation of City Code Section 407.02.J & K).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Repair siding and window; then repaint siding, trim and garage door:

Total: Approximately - \$1,500.00

In the short term, costs of an abatement will be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the abatement.

28 **STAFF RECOMMENDATION**

29 Staff recommends that the Council direct Community Development staff to abate the above referenced
30 public nuisance violations at 885 County Road C-2.

31 **REQUESTED COUNCIL ACTION**

32 Direct Community Development staff to abate public nuisance violation at 885 County Road C-2 by
33 hiring general contractors to repair the siding and the window; then repaint siding, trim and garage
34 door.

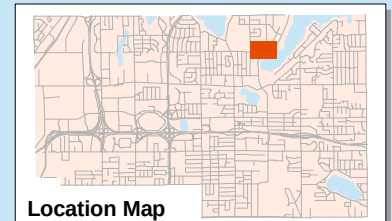
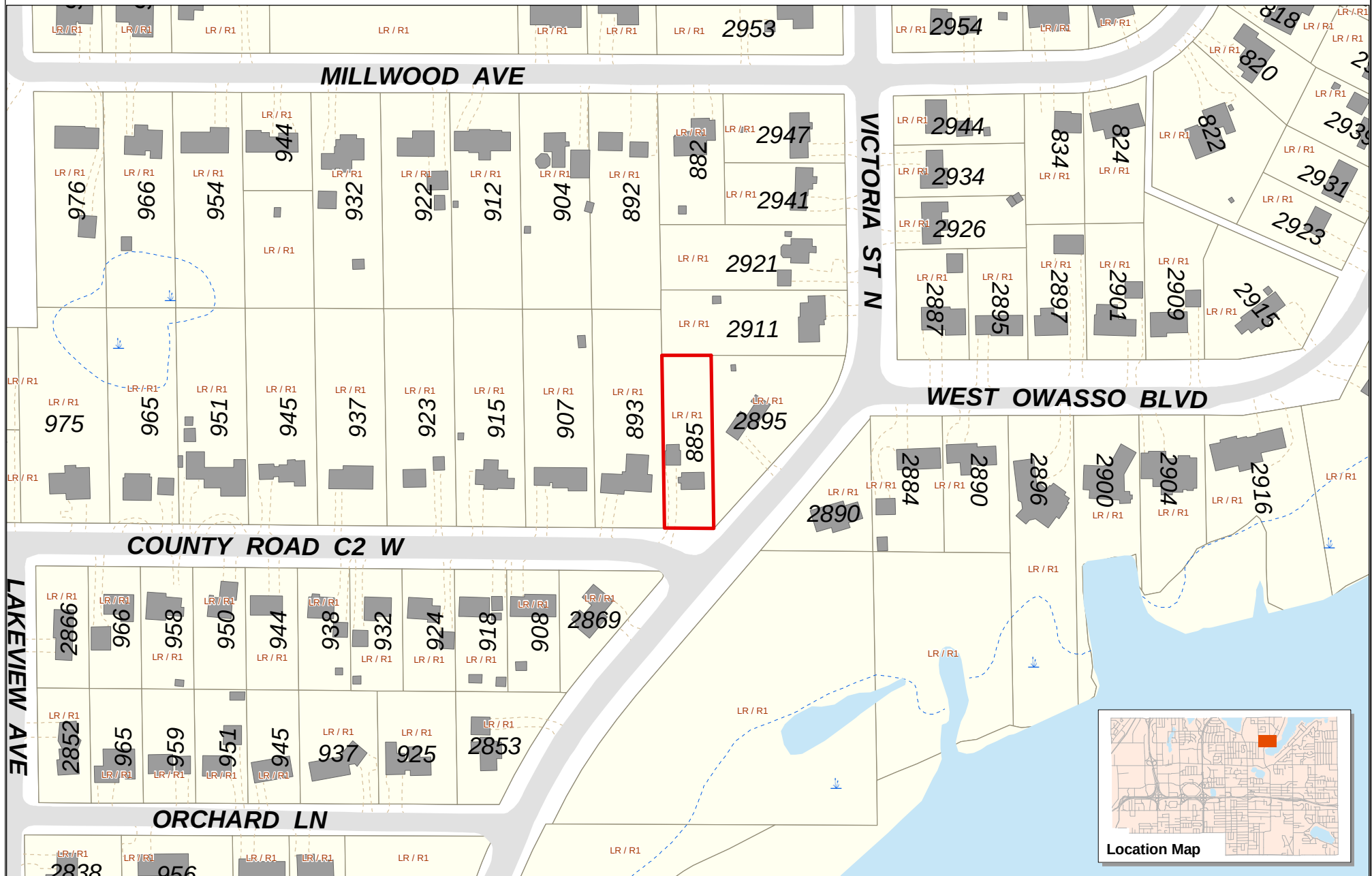
35 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
36 is to recover costs as specified in Section 407.07B.

37

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 885 County Road C-2.

885 County Road C2



Prepared by:
Community Development Department
Printed: July 26, 2010



Site Location

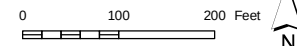
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (7/1/2010)
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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mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09-27-10
Item No.: 12.†

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 2875 Griggs Street.**

BACKGROUND

- The subject property is an owner-occupied single-family detached home.
- The current owner is Mr. Charles Stokes.
- Current violation includes:
 - Garage siding and trim significantly deteriorated (a violation of City Code Section 407.02.J & K).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Replace rotted trim boards and paint entire garage:

Total: Approximately - \$1,500.00

In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the abatement.

28 **STAFF RECOMMENDATION**

29 Staff recommends that the Council direct Community Development staff to abate the above referenced
30 public nuisance violations at 2875 Griggs Street.

31 **REQUESTED COUNCIL ACTION**

32 Direct Community Development staff to abate public nuisance violation at 2875 Griggs Street by hiring
33 general contractors to replace rotted trim boards and paint the entire garage.

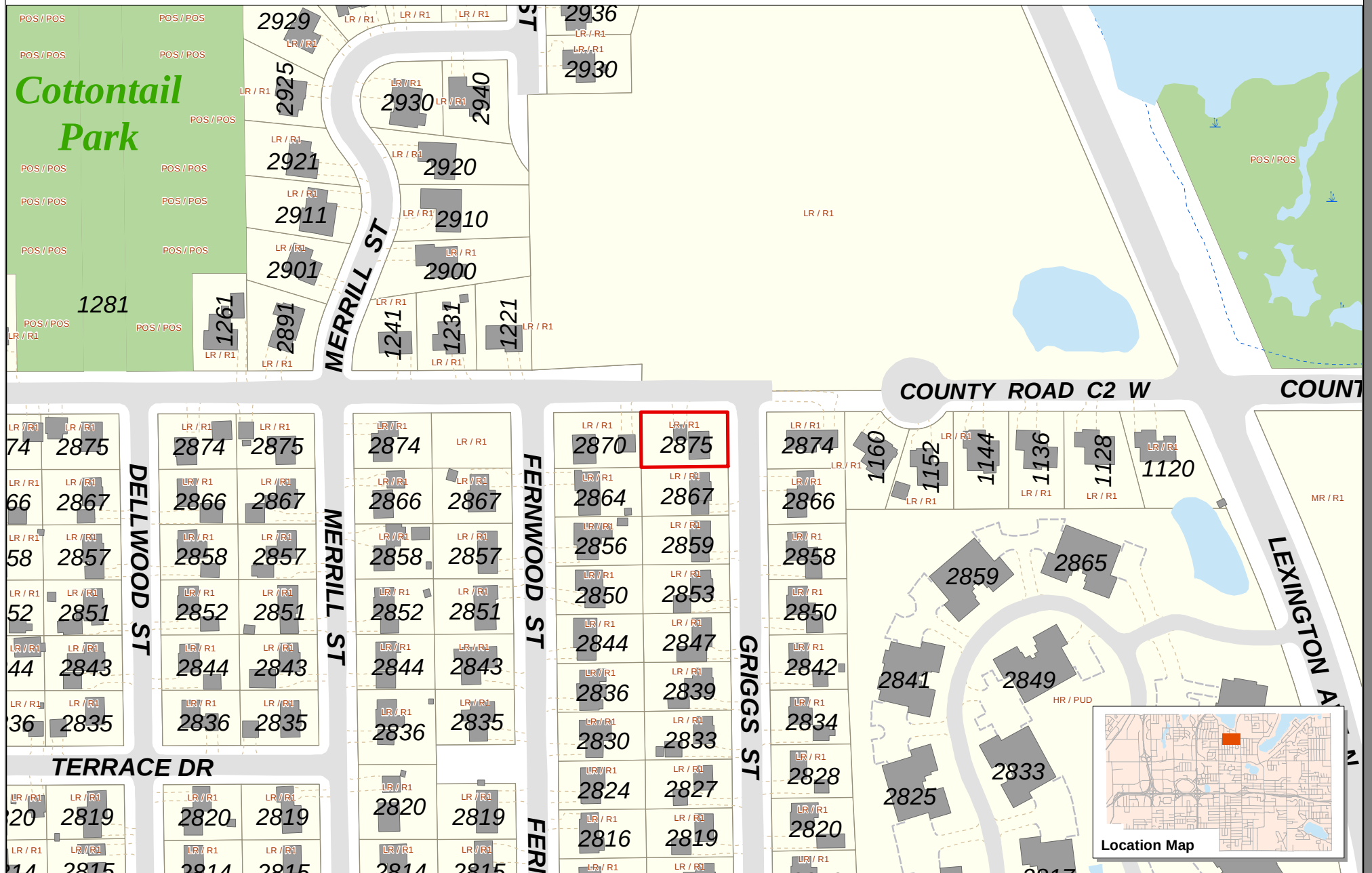
34 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
35 is to recover costs as specified in Section 407.07B.

36

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2875 Griggs Street

2875 Griggs St N



Prepared by:
Community Development Department
Printed: August 17, 2010

Site Location

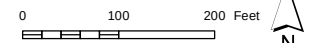
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (8/2/2010)
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2660 Civic Center Drive, Roseville MN

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mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09-27-2010
Item No.: 12 . g

Department Approval

City Manager Approval

PT/DM



Item Description: **Community Development Department Request to Issue a Ramsey County Court Citation for Unresolved Violations of Roseville's City Code and Zoning Ordinance at 850 Lovell Avenue.**

BACKGROUND

- 850 Lovell Avenue is a single-family home located in an R-1 residential neighborhood.
- Property records indicate that 850 Lovell Ave is owned by Ms. Kathleen L. Weinke.
- A Mr. Ed Cosgrove resides at this residence.
- According to complaints received, Mr. Cosgrove has been repairing, detailing and selling cars at this property. This creates excessive noise at all hours of the day and night, thereby unreasonably annoying the neighbors (a violation of City Code Section 407.04 Public Nuisance). Similar complaints and code violations at this property date back to 2002.
- In 2007, Mr. Cosgrove was sentenced in Ramsey County Court to 45 days in jail for creating a public nuisance by unreasonably annoying neighbors (served 30 days and placed on one-year's probation).
- While complaints from neighbors did subside for a while, they have accelerated over the last year. These complaints are mainly of excessive noises (from working on cars) at all hours of the day and night, including repeatedly waking neighbors in the middle of the night.
- City staff periodically inspects this site during the daytime. These inspections have revealed numerous instances of multiple vehicles in the driveway; many not owned by the property owner, some without license plates, and many with dealer plates.
- Police have also responded to complaint calls at this property. Mr. Cosgrove did inform a police officer that he has prospective car buyers look at cars for sale at this property (850 Lovell) because it is more convenient than meeting them at the business location (a violation of Zoning Ordinance Section 1004.01.G Home Occupations).
- Attached is a chronology of disturbances, observations and police reports concerning this property during the period of June through August, 2010. This chronology was compiled from journals kept by neighbors, observations by staff and reports from police.

POLICY OBJECTIVE

City Code enforcement is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support code enforcement as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use

31 chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive
32 Plan support the City's efforts to maintain livability of the City's residential neighborhoods with
33 specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states
34 that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6
35 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

36 **FINANCIAL IMPACTS**

37 The continuing city code and zoning ordinance violations at 850 Lovell Avenue negatively impact the
38 property values of surrounding properties in the neighborhood.

39 The issuance of a Ramsey County Court Citation would involve no monetary outlays by the City as the
40 prosecuting attorney handles these cases as part of their contract.

41 **STAFF RECOMMENDATION**

42 Staff recommends that the Council direct Community Development staff to issue a Ramsey County
43 Court Citation to Mr. Ed Cosgrove for continuing public nuisance and home occupation violations of
44 Roseville's City Code (Section 407.04) and Zoning Ordinance (Section 1004.01) occurring at 850
45 Lovell Avenue.

46 **REQUESTED COUNCIL ACTION**

47 Direct Community Development staff to issue a Ramsey County Court Citation to Mr. Ed Cosgrove for
48 continuing public nuisance and home occupation violations of Roseville's City Code (Section 407.04)
49 and Zoning Ordinance (Section 1004.01) occurring at 850 Lovell Avenue.

50

51

52

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Chronology
B: Map of 850 Lovell Avenue



Community Development Department

Memo

To: City Attorney – Erickson, Bell, Beckman & Quinn, P. A.

From: Don Munson, Building Official

Date: 09-22-2010

Re: June through August Chronology of events at 850 Lovell.

In June, 2010, a Code Enforcement Officer contacted three residents (who have complained of disturbances of the peace at this property) to keep a journal of instances of annoying activity emanating from 850 Lovell Avenue. Two journal entries, as well as Code Enforcement observations and Police reports are chronicled below.

June 2, 2010:

- Journal – 4:30am - Cars being moved, loud noises, car door slamming.

June 3, 2010:

- Journal – 4:00pm - Power washer being run by a generator, very loud washed cars on and off until 7:00 PM.

June 4, 2010:

- Journal – 4:20am - Doors and hoods slamming, several cars being moved, revving (engines).
- Staff – 4 cars in driveway (pic):
 - o D00829 – (dealer plate).
 - o D00546 – (dealer plate).
 - o D00549 – (dealer plate).
 - o XVU 433 – (not a current plate).

June 7, 2010:

- Staff – 4 cars in driveway (pic):
 - o D00829 – (dealer plate).
 - o D00546 – (dealer plate).
 - o D00549 – (dealer plate).
 - o REZ 093 – (owned by party in Stillwater).

June 11, 2010:

- Staff – 4 cars in driveway (pic):
 - o 1 vehicle without license plates.
 - o D00546 – (dealer plate).
 - o D00549 – Dealer plate).
 - o REZ 093 – (owned by party in Stillwater).

June 12, 2010:

- Journal – 11:30am - Ed (Cosgrove) working on a car in the driveway, hood is up.

June 13, 2010:

- Journal - Hood up on car, not same as yesterday. (Ed) in driveway working on car.

June 14, 2010:

- Journal – 9:15am - Ed left with (transport) trailer on back of black SUV. His dad's car, I think. Dad was there.
- Journal – 1:00pm - Ed back with trailer loaded with small grey car.
- Journal – 8:00pm - Ed working on car in driveway, hood up, radio blaring.

June 15, 2010:

- Journal – 11:10am - Ed and some guy working on a car in driveway, hood up.

June 19, 2010:

- Journal – 10:15am – 5 cars in driveway, working on cars, hood up.
- Journal – 11:40pm - Honking several times in driveway for 15 minutes.

June 21, 2010:

- Journal - 7:30pm to 8:15pm - Ed and friend power washing engine on red truck with loud generator, also vacuuming.
- Journal – 11:30pm - Pounding on metal woke me up. Ed and friend working on truck in driveway, pushed truck into garage.
- Staff – 4 cars in driveway (pic);
 - o 1 vehicle without license plates.
 - o D90434 – (dealer plate).
 - o XVU 433 – (not a current plate).

June 22, 2010:

- Journal – 12:30am - Woke up again, more pounding, Ed's dog barking.

June 23, 2010:

- Journal - Squealing in and out of driveway, yelling in driveway. Car alarm heard several times during the day.

June 24, 2010:

- Journal - 3:00AM - Car alarm sounding:
 - o 1:00 PM - Squealing in and out of driveway in red VW.
 - o 5:30 PM - More squealing.
 - o 8:00 PM - More squealing.

June 25, 2010:

- Staff – no cars in driveway.

June 26, 2010:

- Journal - Sunday afternoon car alarm sounding.

June 27, 2010:

- Journal – 10:30pm - Squealing in and out of driveway.

June 29, 2010:

- Staff – 5 cars in driveway (pic):
 - o 1 truck without license plates.
 - o D90434 – (dealer plate).
 - o 850 DAA – (owned by A Auto Sales, Inc).
 - o XVU 433 – (not a current plate).
 - o 076 DHN – (owned by party in Inver Grove Heights).

June 30, 2010:

- Journal – 7:30am - 7 cars in driveway, one parked in front on grass Plate #090434.

July 1, 2010:

- Journal – 7 cars, one still parked on grass.

July 2, 2010:

- Journal – 3:00pm - Yelling and fighting in driveway.
- Journal - 6 cars, one still on grass.

July 3, 2010:

- Journal - 8 cars, one still on grass with no plate.
- Journal – 5:45 to 6:30pm - Working on blue truck in driveway Ed revving loudly.

July 4, 2010:

- Journal – 11:45am - 6 cars, one on grass in front yard. Police stopped and talked to Ed.

July 5, 2010:

- Journal – 9:25am – 6 cars, one on grass. Revving a gray car for 20 minutes very loudly. Ed's dog barking one hour. Called police.
- Journal – 4:30pm - Squealing in and out of driveway.

July 6, 2010:

- Journal - Car finally out of front yard. 6 cars in driveway.
- Staff – 4 cars in driveway (pic):
 - o 1 vehicle without license plates.
 - o 076 DHN – (owned by party in Inver Grove Heights).
 - o 850 DAA – (owned by A Auto Sales, Inc).

July 7, 2010:

- Journal - Pit bull yelping.
- Journal – 6 cars in driveway.
- Staff – 3 cars in driveway (pic):
 - o 1 vehicle without license plates.
 - o 076 DHN – (owned by party in Inver Grove Heights).
 - o 850 DAA – (owned by A Auto Sales, Inc).
- Police - Code enforcement complaint received by police.

July 8, 2010:

- Journal - Pit bull yelping.
- Journal - 6 cars in driveway. Compressor running loud for 40 minutes.
- Staff – 4 cars in driveway (pic):
 - o 076 DHN – (owned by party in Inver Grove Heights).
 - o XVU 433 – (not a current plate).
 - o 850 DAA – (owned by A Auto Sales, Inc).
 - o 1 vehicle without license plates.

July 9, 2010:

- Journal - 7 cars in driveway.

July 12, 2010:

- Journal – 9:30pm - Squealing in and out of driveway.

July 13, 2010:

- Journal – 9:30am - Yelling and swearing in driveway.
- Staff – 3 cars in driveway (pic):
 - o D90434 – (dealer plate).

- o 076 DHN – (owned by party in Inver Grove Heights).
- o 850 DAA – (owned by A Auto Sales, Inc).

July 14, 2010:

- Journal – 10:30pm - Mega bass audio heard.

July 16, 2010:

- Journal – 12:00pm - Ed and friend in and out of garage looking at gray car. Price on windshield \$2995. Gray car revving.
- Journal – 1:30am - Ed and two friends. Woke up by revving and honking. All standing by truck parked in front by garage. Truck door open. Ed hands small brown lunch bag to tall guy; looking around a lot—nervous. Handles bag carefully. Truck and car parked at end of driveway. Both guys leave quickly. Try and go back to sleep. Hear cars being moved. Get up—now 2 new cars in front of garage. Ed moves car in from street. Gets out of car, walks around the entire outside of house, then goes into garage (always locked, no windows, camera mounted on front) comes out with small black bag 12” by 12”. Keeps bag with him while he makes phone call.
- Journal - 2:00AM - Long call, moves bag by back door. Finishes call, goes in house. Gets in car, leaves. Note: Another neighbor has also seen this black bag.
- Journal – Mid July - Saw a man quickly carrying a black satchel into Ed’s garage. Suspicious.
- Staff :
 - o 1 truck on street (XVU 433) with flat tire attached to a car transport hauler holding a wrecked blue car (505 CEU).
 - o 4 cars in driveway:
 - 1 vehicle without license plates.
 - DOO 549 – (dealer plate).
 - TDC 446 – (owned by party in Vadnais Heights).
 - 850 DAA – (owned by A Auto Sales, Inc).
 - o Mr. Cosgrave saw inspector and made an obscene gesture.

July 17, 2010:

- Journal - am - Ed working on car in driveway, hood up.
- Journal – 9:30pm - Ed working on car in driveway, radio blaring for 20 minutes.
- Police - Code enforcement complaint received by police.

July 18, 2010:

- Journal – 12:30pm - Ed working on cars in driveway. Radio blaring, hoods up on cars.

July 19, 2010:

- Journal – 12:30pm - Ed working on cars in garage, revving engines.

July 20, 2010:

- Journal – Early am hours - Woke three times during the night. Cars being moved in and out of driveway. Ed and friends doing loud talking, revving engines, slamming doors and hoods.
- Journal – early morning - Ed working on car in driveway plus car in garage, always loud revving.
- Journal – 5:00pm - Car parked in front yard on grass:
 - o 071 ALY – (owned by party in Roseville).
- Journal – 11:30pm - Lights on in driveway, Black SUV with hood up, Ed in garage working on car, revving engine.

July 21, 2010:

- Journal – 1:15am - Woke up, Ed revving cars, moving cars in and out of driveway.
- Journal – 5:35pm - 35 minutes of revving cars.
- Staff – 4 cars in driveway:
 - o XVU 433 – (not a current plate).
 - o 505 CEU – (owned by party by in Mpls).
 - o 850 DAA – (owned by A Auto Sales, Inc).
 - o 918 DCH – (owned by party in West St. Paul).

July 22, 2010:

- Journal – 5:45pm - Ed and friend hooked up trailer (car transport) on black SUV Lic# XVU 433, left –returned later with blue Ford on trailer Lic. #505 CEU. Left trailer out on street with SUV. Friend in driveway working on orange car revving.

July 23, 2010:

- Journal - 5:00am - 15 minutes of mega bass heard.
- Journal – 6:00pm - Squealing in and out of driveway; screaming and swearing at wife.
- Journal - Ed unhooked SUV and left trailer with car in street. Both trailer and car have flat tires, dangerous.

July 24, 2010:

- Journal – 12:30pm - Trailer still in street. Ed talking with guy walking around blue car on trailer. Looked like Ed was selling it. Called police. Car on trailer not anything attached to anything is dangerous.

July 25, 2010:

- Journal – Car still in street on trailer.
- Journal - Squealing in and out of driveway; screaming and swearing at wife in driveway.

July 26, 2010:

- Journal - Car finally out of street.
- Staff – 7:30 – 8 cars at residence.

July 27, 2010:

- Journal – am - 7 cars in drive, one in alley. Alley is supposed to be used for utility vehicles.
- Journal – pm - Compressor, washing of cars, very loud. Ed and friend working on orange car in drive; revving.

July 29, 2010:

- Journal – am - Ed and father working on car, always revving.

July 30, 2010:

- Journal – 12:15pm - Ed and dad working on car in drive, revving.
- Staff – 4 cars in driveway (pic):
 - o 505 CEU – (owned by party by in Mpls).
 - o 401 DYL – (plate not on file).
 - o TPN 019 – (owned by party in Apple Valley).
 - o XVU 433 – (not a current plate).

July 31, 2010:

- Journal - 2:00am - Revving engine.
- Journal – 5:00am - Cars in and out of driveway.
- Journal – 12:30am - Ed and friend in drive. Woke up. Went on all night until 8:30AM. Awful night.

- Journal - 10:00am - Ed and 2 friends working on 2 cars, always revving. Green truck in alley. Ed drives truck into driveway. Now Ed, dad and friend working on 2 cars and 1 truck. REVVING!
- Disturbance/noise complaint received by police.

August 1, 2010:

- Journal – 9:05am - 7 cars in drive. One in alley Lic#071 ALY in alley. Ed loud revving for 20 minutes. Always loud.
- Police - Complaint of suspicious activities received by police – 9:16pm:
 - o Police observed 6 vehicles in driveway, lights on in house and garage.
 - o Adult male on the property stated to police he was to meet Ed Cosgrove at the property to look at a car Ed had for sale and possibly purchase it.

August 2, 2010:

- Journal – 6:15am - Woke up. Ed revving and moving those (cars) around in driveway, does this all the time, always! One car in garage.
- Staff – 5 cars in driveway (pic):
 - o MLK 317 – (owned by party in Columbia Heights).
 - o 076 DHN – (owned by party in Inver Grove Heights).
 - o 401 DYL – (plate not on file).
 - o REZ 093 – (owned by party in Stillwater).

August 5, 2010:

- Journal – 8:45pm - Loud revving on and on

August 6, 2010:

- Journal – 2:00am - Revving cars in and out of driveway
- Police – Pro-active police visit with Ed Cosgrove:
 - o Ed Cosgrove was working on a classic car in his driveway.
 - o Ed Cosgrove stated he has prospective car buyers look at cars at his home (850 Lovell) because it is more convenient than going to the business location.

August 6, 2010:

- Journal – 5:00am - Revving cars in and out of driveway
- Staff – 5 cars in driveway (pic).
 - o 850 DAA – (owned by A Auto Sales, Inc).
 - o 401 DYL – (plate not on file).

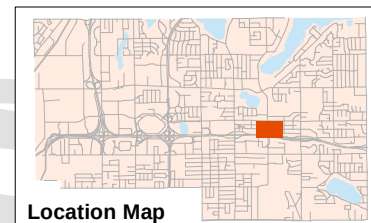
August 11, 2010:

- Staff – 4 cars in driveway (pic).
 - o UPN 626 – (owned by party in White Bear Lake).
 - o 505 CEU – (owned by party by in Mpls).
 - o 401 DYL – (plate not on file).
 - o XVU 433 – (not a current plate).

August 23, 2010:

- Staff – 7 cars observed, Ed Cosgrove and father working on cars (pic).

850 Lovell Ave



Prepared by:
Community Development Department
Printed: September 17, 2010

Site Location

Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (8/30/2010)
For further information regarding the contents of this map contact:
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0 100 200 Feet

mapdoc: planning_commission_location.mxd

REQUEST FOR COUNCIL DISCUSSION

Date: 09/27/2010
Item No.: 12 . h

Department Approval



City Manager Approval



Item Description: Discussion of Proposed Lot Size Ordinance (Councilmember Ihlan)

BACKGROUND

Councilmember Ihlan has requested that a proposed ordinance she has drafted regarding lot sizes be placed on the City Council agenda for discussion.

POLICY OBJECTIVE

Not applicable.

BUDGET IMPLICATIONS

Not applicable.

STAFF RECOMMENDATION

Staff has no recommendation on this item at this time.

REQUESTED COUNCIL ACTION

The City Council should discuss the matters brought up by Councilmember Ihlan and direct staff as needed.

Prepared by: Patrick Trudgeon, Community Development Director

Attachments: A: Proposed Ordinance

DRAFT – Proposed Minimum Lot Dimensions Ordinance

Lot Dimensions

- A. A “neighborhood” is defined as all lots zoned as Low Density Residential -1 which are wholly or partially within 500 feet of the perimeter of a lot or proposed plat or subdivision. If a neighborhood includes only a part of a lot, then the whole of that lot shall be included in the neighborhood for the purposes of calculating minimum lot dimensions under this section.
- B. The minimum dimensions for lots wholly or partially in a Low Density Residential-1 district shall be as follows:
 - (1) The minimum lot area shall be the greater of 9,500 square feet, or the median lot area of lots in the neighborhood.
 - (2) The minimum lot width shall be the greater of 75 feet, or the median lot width of lots in the neighborhood.

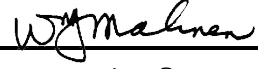
REQUEST FOR COUNCIL ACTION

DATE: 9/27/2010
ITEM NO: 12.i

Department Approval



City Manager Approval



Item Description: Request for approval of a proposed minor subdivision, creating 3 residential parcels from the 2 existing parcels at 3077 and 3091 Fairview Avenue (PF07-054)

1.0 REQUESTED ACTION

1.1 Hold the duly-noticed public hearing for the proposed MINOR SUBDIVISION.

1.2 The applicant requests approval of the proposed MINOR SUBDIVISION creating one additional residential parcel out of two existing parcels.

Project Review History

- Application submitted: August 16, 2010; determined complete: September 9, 2010
- Sixty-day review deadline: October 15, 2010
- Project report prepared: September 15 2010
- Anticipated City Council action: September 27, 2010

2.0 SUMMARY OF RECOMMENDATION

The Planning Division recommends approval of the proposed MINOR SUBDIVISION; see Section 6 of this report for the detailed recommendation.

3.0 SUGGESTED ACTION

By motion, approve the proposed MINOR SUBDIVISION creating a total of three conforming parcels, pursuant to §1104.04 (Minor Subdivisions) of the City Code; see Section 7 of this report for the detailed action.

4.0 BACKGROUND

4.1 The property located in Planning District 12, has a Comprehensive Plan designation of Low-Density Residential (LR) and a zoning classification of Single-Family Residence (R-1) District.

4.2 This MINOR SUBDIVISION was originally approved by the City Council on September 24, 2007; the approval expired, however, because the applicant was unaware of the 30-day time limit for submitting the final documentation for review by City staff to verify consistency with the approval prior to filing the approved subdivision at the Ramsey County Recorder's office. Recent market interest in the subdivided parcels prompted the applicant to inquire about how to finalize the subdivision but, since that approval expired in 2007, the applicant's only option is to seek renewed approval of the proposal.

4.3 A MINOR SUBDIVISION application has been submitted in lieu of the preliminary plat/final plat process because §1104.04E (Minor Subdivision) of the City Code establishes the three-parcel minor subdivision process to simplify those subdivisions "which create a total of three or fewer parcels, situated in accordance with City codes, and no further utility or street extensions are necessary, and the new parcels meet or exceed the size requirements of the zoning code." The current application meets all of these criteria.

5.0 REVIEW OF PROPOSED MINOR SUBDIVISION

5.1 City Code §1004.016 (Dimensional and Setback Requirements) requires interior (i.e., non-corner) single-family parcels to be at least 85 feet wide and 110 feet deep, and to comprise at least 11,000 square feet in total area. All three proposed parcels are 215 feet deep, and the other details are as follows:

- a. The northern parcel would be 96 feet in width and 20,640 square feet in area. The existing house, addressed as 3091 Fairview Avenue, would remain on the northern parcel and the improvements on this parcel would meet all of the applicable setback requirements and the impervious surfaces would remain within the 30% limit.
- b. The middle proposed parcel would be 97 feet in width and 20,855 square feet in area. The detached garage currently on the 3091 Fairview Avenue parcel would stand on this middle parcel; in the absence of a principal use (i.e., a residential dwelling), however, this detached garage would become a nonconforming accessory structure. To avoid creating a nonconforming condition as a result of approving the MINOR SUBDIVISION, Community Development staff recommends requiring the removal of the garage within 60 days of the date of the approval. Because removal of the concrete slab beneath the garage and the driveway in the same timeframe as the garage itself might be difficult with the onset of colder weather, the slab could be allowed to remain until July 1, 2011.
- c. The southern parcel would be 118 feet in width and 25,370 square feet in area. The detached garage currently on the 3077 Fairview Avenue parcel would stand on this southern parcel; this garage became nonconforming in 2007 when the house on the property was demolished by the Roseville Fire Department in a

practice burn exercise. Incidentally, the former house on this parcel still appears in the aerial photograph included with this report as Attachment B. Because the existing detached garage is a legal nonconformity which would not be created by approval of the proposed MINOR SUBDIVISION, Minnesota Statute 462.357 subd. 1e (Nonconformities) and City Code Chapter 1012 (Nonconforming Uses) would prevent requiring its removal as a condition of approving the application.

The approximate locations of the proposed parcel boundaries are shown in Attachment C.

5.2 Among the Development Review Committee's comments about the application, Public Works staff identified the following:

- a. Six-foot-wide utility/drainage easements, shown in Attachment C, are required along the sides and rear of the new parcels, consistent with §1103.04 (Easements) of the City Code. This is a Subdivision Code requirement which does not need to be made a condition of approval of this application.
- b. Existing water services are in place to serve the proposed northern and southern parcels, but a new service will be needed for the middle parcel. Dedicated water services are required by the City Code for each single-family home, so this does not need to be a condition of approval.
- c. Existing sanitary sewer services are in place to serve each of the proposed parcels individually, but the southern parcel would have two services; capping one of the services to the southern parcel will be a requirement of the building permitting process and does not need to be made a condition of approval.
- d. Current topography across the property drains most of the storm water onto the southern parcel; this will need to be corrected as the parcels are developed, rather than during the MINOR SUBDIVISION review and approval process.
- e. An encroachment agreement between the property owner and the City will be needed to account for the portion of the garage at 3077 Fairview Avenue which would stand within the required easement along the southernmost property line. This is a recommended condition of MINOR SUBDIVISION approval.

5.3 According to the procedure established in §1104.04E, if a MINOR SUBDIVISION application is approved, a survey of the approved parcels, the new legal descriptions, and any necessary Quit Claim or Warranty deeds must be submitted for administrative review within 30 days to verify consistency with the City Council's approval; the approved survey must then be recorded by the applicant with the Ramsey County Recorder.

6.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 4 and 5 of this report, Planning Division staff recommends approval of the proposed MINOR SUBDIVISION creating a total of three conforming parcels, consistent with the attached site plan and subject to the following conditions:

- 96 a. The nonconforming garage on the middle parcel shall be removed by November
97 26, 2010 and the concrete slab and driveway shall be removed by July 1, 2011;
98 and
- 99 b. The applicant shall enter into an encroachment agreement covering the portion of
100 the existing accessory structure which would stand within the required
101 utility/drainage easement.

102 **7.0 SUGGESTED ACTION**

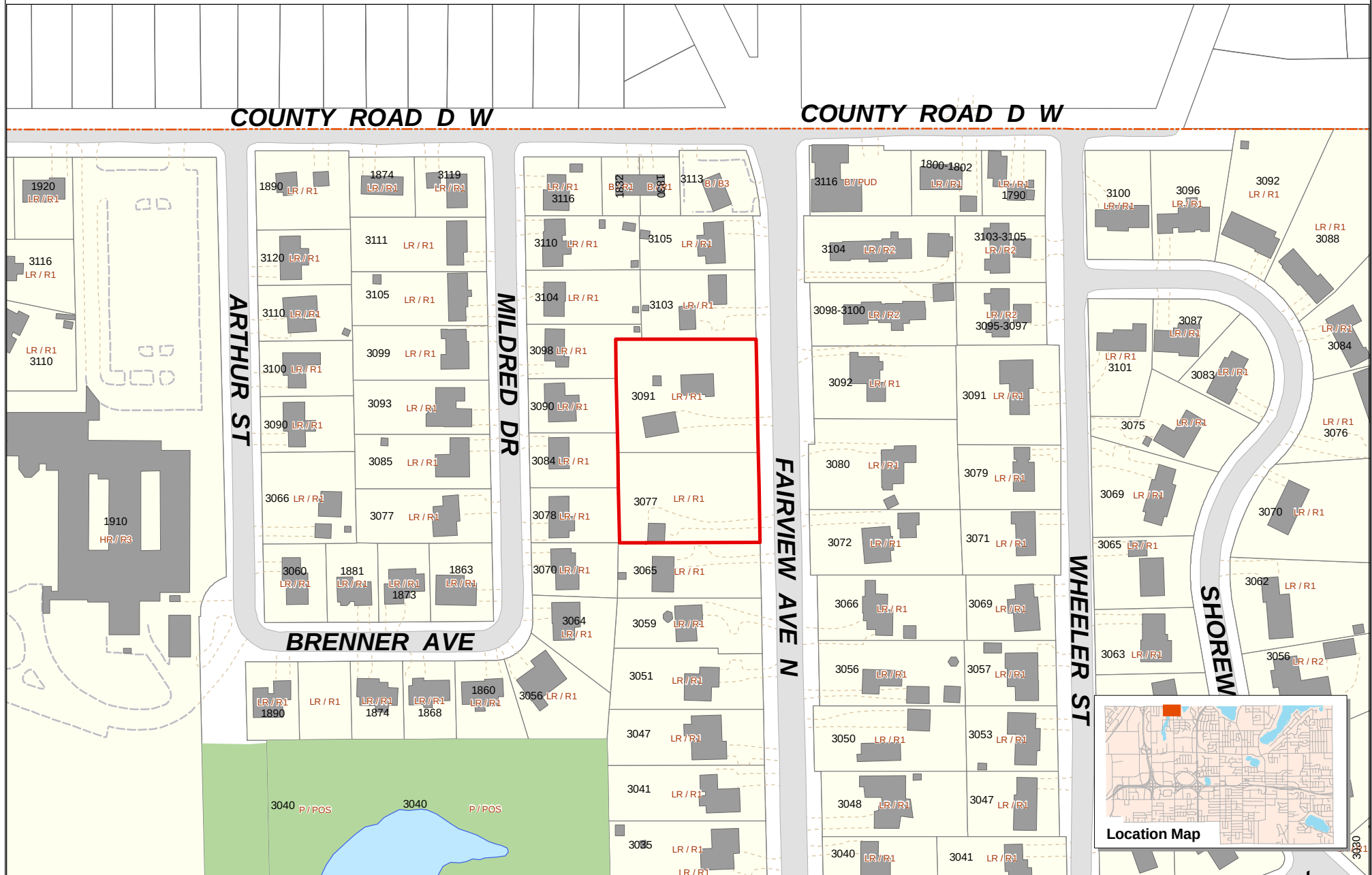
103 **By motion, approve the proposed MINOR SUBDIVISION at 3077-3091 Fairview Avenue**
104 based on the input received during the public hearing and the comments and findings of
105 Sections 4 and 5 and the recommendation of Section 6 of this report.

Prepared by: Associate Planner Bryan Lloyd (651-792-7073)

Attachments: A: Area map
B: Aerial photo

C: Illustration of proposed minor subdivision

Attachment A: Location Map for Planning File 07-054



Prepared by:
Community Development Department
Printed: September 17, 2007



Site Location

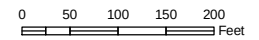
Comp Plan / Zoning
Designations
LR / R1

Data Sources & Contacts:

* Ramsey County GIS Base Map (9/6/2007)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

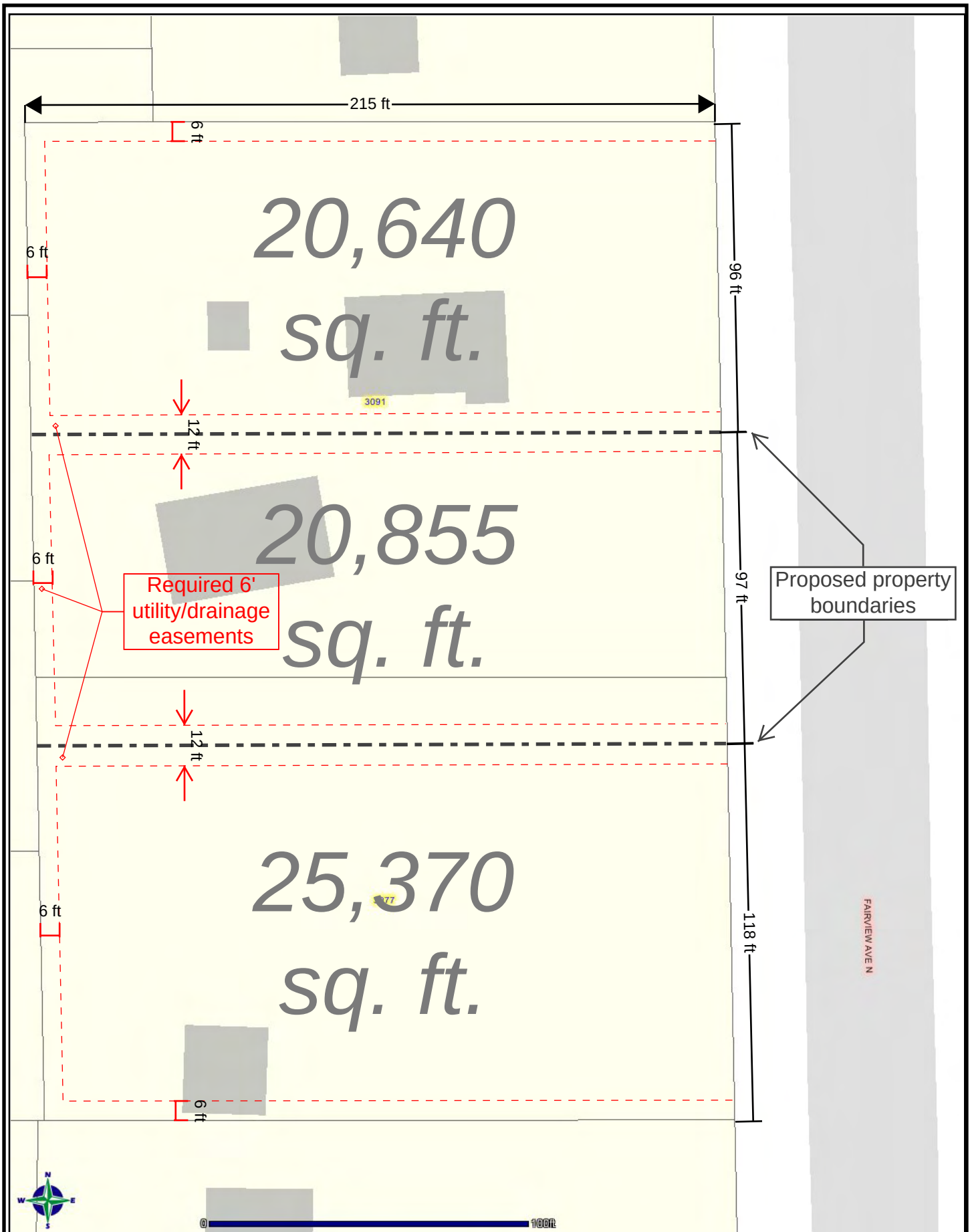
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mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 07-054





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SOURCES: City of Roseville and Ramsey County, The Lawrence Group; August 30, 2010 for City of Roseville data and Ramsey County property records data,

REQUEST FOR COUNCIL ACTION

DATE: 9/27/2010
ITEM NO: 12.j

Department Approval



City Manager Approval



Item Description: Request for approval of a MINOR SUBDIVISION creating two additional residential parcels at 2218 Hwy 36 (PF10-019)

1.0 REQUESTED ACTION

The applicant requests approval of the proposed MINOR SUBDIVISION creating a total of three residential parcels out of a single existing parcel.

Project Review History

- Application submitted and determined complete: June 4, 2010
- Application review deadline (extended by City): October 2, 2010
- Project report prepared: September 14 2010
- Anticipated City Council action: September 27, 2010

2.0 SUMMARY OF RECOMMENDATION

The Planning Division recommends approval of the proposed MINOR SUBDIVISION; see Section 6 of this report for the detailed recommendation.

3.0 SUGGESTED ACTION

By motion, approve the proposed MINOR SUBDIVISION creating a total of three conforming parcels, pursuant to §1104.04 (Minor Subdivisions) of the City Code; see Section 7 of this report for the detailed action.

16 **4.0 BACKGROUND**

17 4.1 The property located in Planning District 12, has a Comprehensive Plan designation of
18 Low-Density Residential (LR) and a zoning classification of Single-Family Residence
19 (R-1) District.

20 4.2 This application first came to the City Council on June 28, 2010 for the required public
21 hearing and final action, but the City Council had some concerns about statutory
22 authorization of minor subdivisions as well as Roseville's Subdivision Code language
23 establishing the minor subdivision processes as alternatives to the more formal plat
24 process. Planning Division staff prepared a TEXT AMENDMENT to the minor subdivision
25 ordinance to address the concerns; Ordinance 1395 amending the subdivision code was
26 adopted by the City Council on September 13, 2010 and subsequently published in the
27 Roseville Review on September 21st.

28 4.3 A MINOR SUBDIVISION application has been submitted in lieu of the preliminary plat/final
29 plat process because §1104.04E (Minor Subdivision) of the City Code establishes the
30 three-parcel minor subdivision process to simplify those subdivisions "which create a
31 total of three or fewer parcels, situated in accordance with City codes, and no further
32 utility or street extensions are necessary, and the new parcels meet or exceed the size
33 requirements of the zoning code." The current application meets all of these criteria.

34 **5.0 REVIEW OF PROPOSED MINOR SUBDIVISION**

35 5.1 City Code §1004.016 (Dimensional and Setback Requirements) requires single-family
36 parcels at street corners to be at least 100 feet wide and 100 feet deep, and to comprise at
37 least 12,500 square feet in total area. The northernmost parcel at the intersection of
38 Marion Road and the Highway 36 Service Drive would be 100 feet wide (i.e., along
39 Marion Road) and 160 feet deep, and it would have a total area of 16,000 square feet.
40 The approximate location of the proposed southern boundary of this corner parcel is
41 shown in the site plan included with this report as Attachment C.

42 5.2 Section 1004.016 also requires interior (i.e., non-corner) single-family parcels to be at
43 least 85 feet wide and 110 feet deep, and to comprise at least 11,000 square feet in total
44 area. The middle proposed parcel would be 85 feet wide, 160 feet deep, and 13,600
45 square feet in area. Existing site improvements would remain on this middle parcel. A
46 portion of the existing home has been removed to achieve the required 10-foot building
47 setback from side property lines; the elimination of an existing, paved turnaround area
48 would bring the impervious coverage within the 30% limit on the proposed middle
49 parcel. The southern parcel would be 116 feet wide, 160 feet deep and 18,560 square feet
50 in area. The approximate location of the proposed shared boundary for middle and
51 southern parcels is also shown in Attachment C.

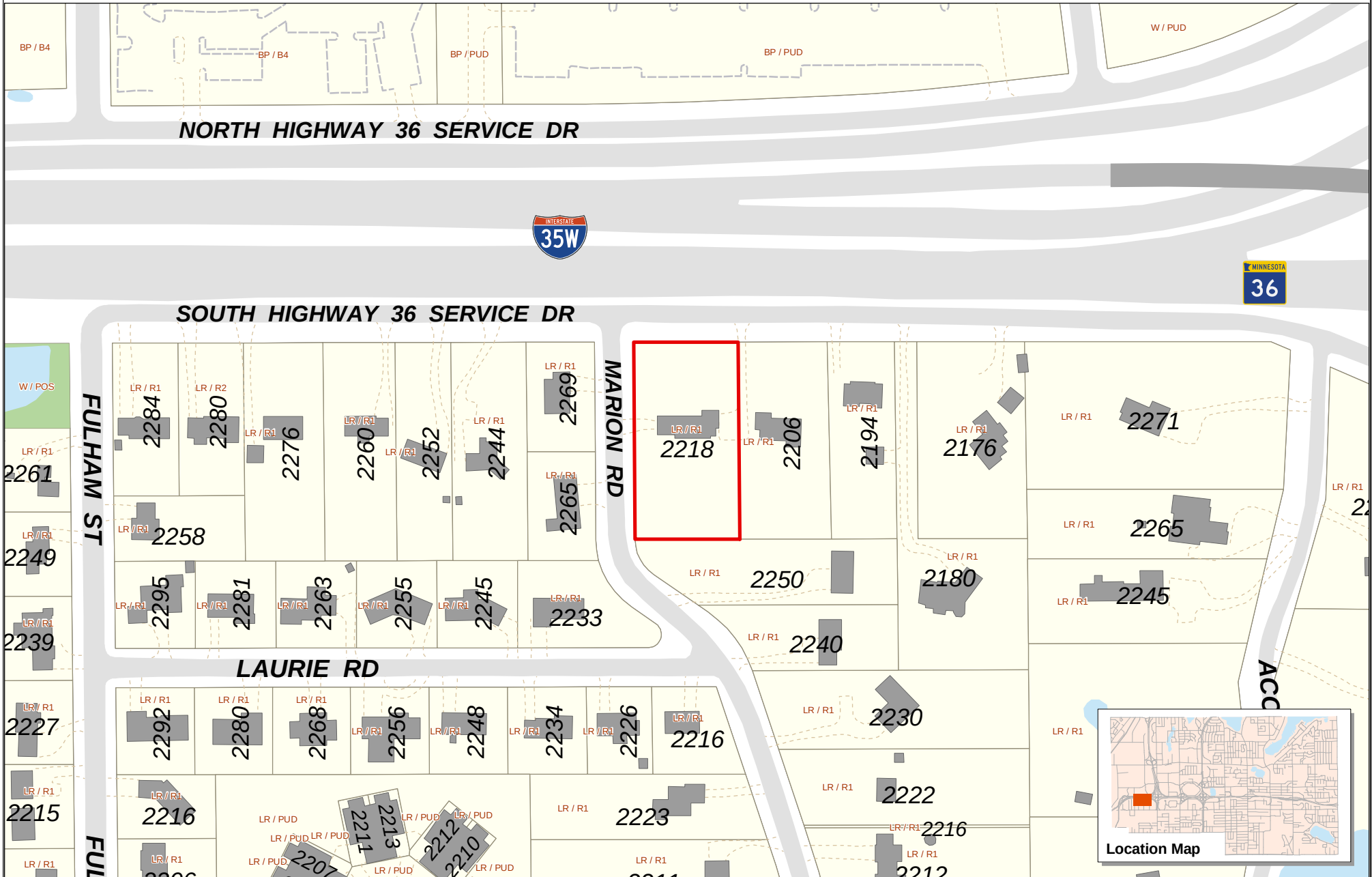
52 5.3 In reviewing the application, Roseville's Development Review Committee (DRC) has
53 confirmed that two, separate sewer and water services are present in the Marion Road
54 right-of-way to serve the proposed parcels. The DRC also noted that that 6-foot wide
55 drainage easements are required along the sides and rear of the new parcels, consistent
56 with §1103.04 (Easements) of the City Code; these easements are shown in Attachment
57 C as well.

- 58 5.4 During previous discussions of this item people have expressed concern relating to
59 emergency access to this neighborhood due to the closure of County Road B at TH280
60 subsequent to the I-35W bridge collapse and the TH280 Improvements project that
61 followed. Emergency vehicle access to the neighborhood is from the east, via County
62 Road B, and a large cul de sac was constructed at Eustis Street to allow fire trucks and
63 other emergency vehicles to turn around on County Road B if necessary. Because egress
64 for smaller vehicles at Cleveland Avenue could be prohibitive in extreme emergencies,
65 such emergency egress was to continue to exist to TH280; staff is working with MnDot
66 and Ramsey County to re-grade the berm and install a knock-down barricade at the
67 western end of County Road B to allow passenger vehicles to access TH280 over this
68 berm if necessary.
- 69 5.5 According to the procedure established in §1104.04E, if a MINOR SUBDIVISION application
70 is approved, a survey of the approved parcels, the new legal descriptions, and any
71 necessary Quit Claim or Warranty deeds must be submitted within 30 days for
72 administrative review to verify consistency with the City Council's approval; then the
73 approved survey must be recorded by the applicant with the Ramsey County Recorder.
- 74 **6.0 RECOMMENDATION**
75 Based on the comments and findings outlined in Sections 4 and 5 of this report, Planning
76 Division staff recommends approval of the proposed MINOR SUBDIVISION creating a total
77 of three conforming parcels, consistent with the attached site plan, with the condition that
78 impervious surfaces on the middle parcel be reduced to a maximum of 30% of the parcel
79 area by July 1, 2011.
- 80 **7.0 SUGGESTED ACTION**
81 **By motion, approve the proposed MINOR SUBDIVISION at 2218 Highway 36** based on
82 the input received during the public hearing and the comments and findings of Sections 4
83 and 5 and the recommendation of Section 6 of this report.

Prepared by: Associate Planner Bryan Lloyd (651-792-7073)

Attachments:	A: Area map	D: Excerpt of 6/28/2010 City Council minutes
	B: Aerial photo	E: City Engineer email on traffic impacts
	C: Illustration of proposed minor subdivision	F: Public comments received by Planning staff

Attachment A: Location Map for Planning File 10-019



Prepared by:
Community Development Department
Printed: June 8, 2010



Site Location

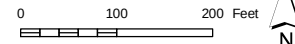
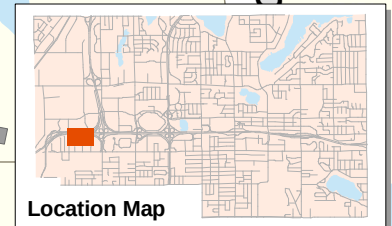
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (6/1/2010)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 10-019



Prepared by:
Community Development Department
Printed: June 8, 2010

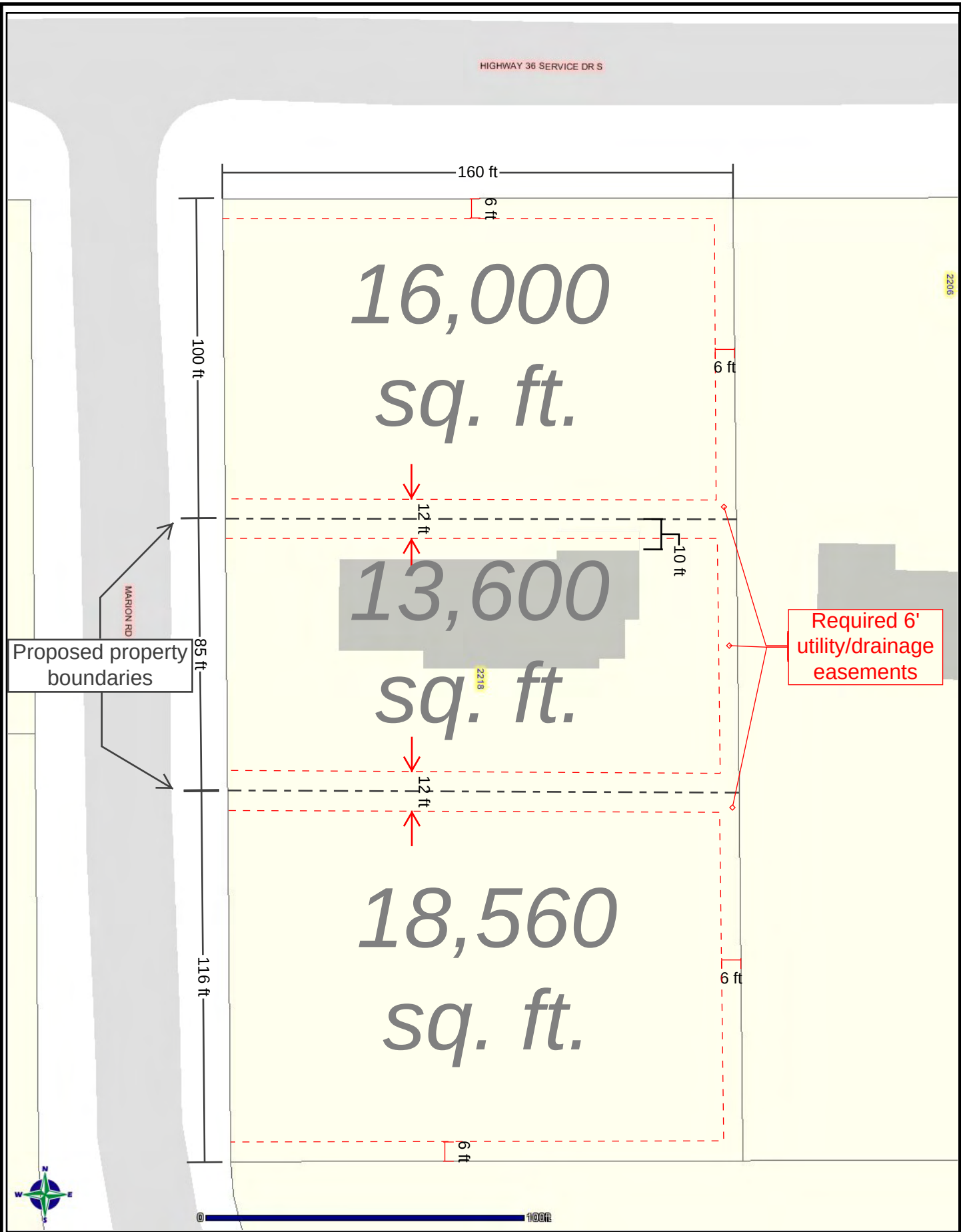


Site Location

Data Sources
* Ramsey County GIS Base Map (6/1/2010)
* Aerial Data: Kucera (4/2009)
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SOURCES: City of Roseville and Ramsey County, The Lawrence Group; June 4, 2010 for City of Roseville data and Ramsey County property records data, June 2010

Conduct a Public Hearing for a Minor Subdivision Creating Two Additional Residential Parcels at 2218 Highway 36

Community Development Director Patrick Trudgeon reviewed the request for a MINOR SUBDIVISION at the corner of Marion Street and Highway 36 Service Drive, as detailed in the RCA dated June 28, 2010.

Discussion among Councilmembers and staff included setback requirements for each lot to be in compliance; removal of a portion of a paved turning area; staff's administrative review of any non compliance issues and/or conditions prior to recording of the plat at Ramsey County and no building permits issued for any of the subdivided lots until they are in compliance.

Mayor Klausing opened and closed the Public Hearing at 8:04 p.m. for the purpose of hearing public comment on the proposed Minor Subdivision Creating Two Additional Residential Parcels at 2218 Highway 36.

Public Comment

Written comments in opposition, provided as a bench handout and were received from Paul A. Lefebvre and Carolyn D. Silflow, 2230 Marion Road; and staff's notice of the opposition of Dr. Hogankamp was also referenced.

Charlie Disney, 2265 Marion Road (across street; purchased Bob Brother's house)

Mr. Disney reviewed the history of the development of this property, former and current property owners; and current lot sizes and uses. Mr. Disney noted that he'd lived in the neighborhood for a long time and had invested substantial money in his home; and questioned why the City wanted to change the distinct and unique nature of this neighborhood, when it had already been impacted by previous construction of a cul-de-sac. Mr. Disney questioned how much density the City was seeking; and whether they'd given consideration to liability and fire hazard issues, in addition to diminishing home values. Mr. Disney opined that the one-way out access would create a crisis should a serious accident occur. Mr. Disney questioned the need to change the whole neighborhood, and what would prevent apartments on those lots in the future. Mr. Disney questioned the City Council's rationale and whether they had any concern for existing wildlife and expressed concern in the potential for drastic change in this neighborhood. Mr. Disney opined that he had no desire to live in an inner-city neighborhood or have "bad people" living next door to him.

Mayor Klausing, in response to Mr. Disney, clarified that this request was not a City Council proposal and that they were not suggesting anything, but was simply considering the request for a Minor Subdivision to divide one lot into three lots; with that consideration taken under the guidance of existing City ordinance.

Mr. Disney spoke in strong opposition to this proposed subdivision, based on his concern for future development and his desire to keep vacant lot area.

Ms. Ruth and Mr. Chris Blumstar, 2250 Marion (adjacent to property to be developed on third southern lot)

Ms. Blumstar advised that their property was currently for sale due to it being a split entry home and their need to provide housing and care for Mr. Blumstar's elderly mother, and their inability to remodel the home to fit those needs. Ms. Blumstar expressed concern in the proposed subdivision negatively impacting their ability to sell their house due to changes in the neighborhood related to existing wildlife and green space. Ms. Blumstar opined that the neighborhood was pleasant as it currently existed. Prompted by Mr. Disney, Ms. Blumstar expressed further concern with noise from construction activities with the proposed rehabilitation of the existing home on one of those lots; and opined that it was daunting to have the property subdivided and further opined that she was intimidated by what was happening and the potential impacts to their property. Ms. Blumstar expressed their interest in remaining in Roseville, and specifically in this neighborhood, but expressed concern that other suitable homes to fit their needs were not available in that

neighborhood; and questioned impacts of proposed rezoning of the entire community and whether that would impact their low density.

Mr. Chris Blumstar

Mr. Blumstar opined that it was ironic that the City Council had previously discussed a tree preservation ordinance, with the potential removal of a substantial number of mature Oak trees between properties with this proposal; and opined that whether they sold their home or not, their property value would diminish. Mr. Blumstar questioned when the City Council said “no” to development and looked at requests from a responsible viewpoint.

Mr. Disney

Mr. Disney advised that he would be very cognizant of individual votes on this matter; noting that this action concerned their future and impacted their neighborhood.

Marilyn Silvas, 2233 Laurie Road W, corner lot

Ms. Silvas noted her previous concern when Highway 280 was closed, and the potential impacts to their housing area with approximately 300 families between Cleveland Avenue and Highway 280, and the availability of only one exit. Ms. Silvas opined that she thought there was a hazard at that time, and now with the potential for allowing more people or future apartments, that additional density was worrisome. Ms. Silvas spoke in opposition to the request, opining there should not be more density and that green space should be preserved; and offered her consensus with the majority of Mr. Disney’s comments.

Mayor Klausing closed the Public Hearing at 8:28 p.m.

Mayor Klausing addressed his concerns in language of City Code, Section 1004 related to platting variations and subdivisions and the five different types of subdivisions and processes to follow, both with and without a public hearing at the Planning Commission level and/or through administrative review by staff with recommendation directly to the City Council, such as this request. Mayor Klausing questioned the “unnecessary hardship” portion of the language as it relates to this request.

City Attorney Caroline Bell Beckman addressed statutory requirements relative to the five exceptions delegated to the City’s Planning Department by the City Council, consistent with the City Council’s authority, and with other communities. On an unrelated note, Ms. Bell Beckman suggested that the City Council may want to review the ordinance in the future to provide more clarity.

Discussion ensued on the ordinance language and its intent and purposes; interpretation of the process in this case; and whether to go back through a more formal process to the Planning Commission.

Mr. Trudgeon advised that, since City Council action in 1995, it was the practice to determine hardship based on those five (5) criteria), and questioned how staff could come up with a standard on an individual case-by-case basis for that analysis.

Applicant, Wayne Groff, new owner at 2218 W County Road 36

Mr. Groff clarified that it was his intent to live on the property; and that he was not purchasing it for redevelopment of higher density housing as suggested by citizens earlier this evening. Mr. Groff advised that he had worked with staff in good faith to meet the requirements of City Code and state law. Mr. Groff noted that his immediate intent was to live in the existing home, once remodeled to replace the existing flat roof for easier maintenance, for 2-3 years; and that he would eventually like to build a home on the corner lot; and finally another on the last lot in approximately 6-8 years that would be handicapped accessible and serve as his retirement home. Mr. Groff assured the City Council and neighbors that it was not his intent to deteriorate the neighborhood; and noted that an easement had been recorded with the deed on the property for the area proposed for removal of a portion of the driveway.

Mr. Groff advised that it was his intent to hire contractors to complete the remodel of the existing home by September 15, 2010, depending on their work schedules; and based on

his landscape architecture background, he was attempting to maintain existing trees, with the exception of a diseased Birch tree, invasive Buckthorn, and Ash trees of concern.

In conclusion, Mr. Groff thanked the City Council for their consideration of his request.

Councilmember Johnson deferred to the advice of the attorney at the bench if they felt there was a need to look at the ordinance language.

Councilmember Pust noted the ordinance language as passed and read over the last fourteen years; and current case law providing the need for further consideration and sending the request through the Planning Commission process, even though she opined that the end result would not change.

Mr. Trudgeon reviewed the more formal platting process and review of preliminary and final plats.

Additional discussion included the 60-day land use review period and time constraints with the first portion set to expire August 3, 2010 unless extended; potential amendment of ordinance; determination of unnecessary hardships; the five types of subdivisions and related criteria; and possible review by the Planning Commission at their August 2010 meeting.

City Attorney Bell Beckman suggested, rather than having the applicant initiate the process again at additional cost to them, that the City Council direct staff to come back with an ordinance amendment reflecting intent and then to reconsider that application at that time.

Mr. Trudgeon advised that the 60-day review period could be extended another 60 days allowing for action in September or October of 2010.

Councilmember Ihlan questioned the City Council's rationale in delaying this action without a discussion on the merits of the proposal or reasons for denial. Councilmember Ihlan expressed her frustration in another example of not protecting large lots in this neighborhood as she had originally raised in 2007. Councilmember Ihlan noted, that at that time, she had proposed a moratorium on Minor Subdivisions based on her concerns that there was no existing oversight to preserve large lots in some neighborhoods; and her subsequent proposal for a sliding scale for lot sizes in some instances that was eventually "shot down" by the Council majority. Councilmember Ihlan opined that this was a unique neighborhood; and also noted that the proposed changes to zoning code further reduced minimum lot area from 11,300 to 9,500 square feet and increased impervious lot coverage. Councilmember Ihlan advised that, no matter when the issue came up for a vote, she would vote to deny it.

Mayor Klausing, in reading the code, asked Councilmember Ihlan to provide the basis for such denial.

Councilmember Ihlan advised that the public had brought forward through their verbal and written comment, four sets of concern that could be addressed under the power of the City Council to deny based on the health, safety, welfare and general good order to the community clause of the overall subdivision language in Section 1101.01. Councilmember Ihlan advised that those concerns consisted of: neighborhood character; environmental – loss of trees and green space (even though private property); threat of diminished property value or difficult sales; and only one major access.

Mayor Klausing advised that his intent in providing for a more formal review and Public Hearing process at the Planning Commission level would be for the purpose of a more transparent process; and that consideration be given to tabling this proposal until the application was verified based on statutory provisions.

149 **Marilyn Silvas**
150 Ms. Silvas clarified that the cul-de-sac was one mile long from Cleveland Avenue to Highway
151 280, with Midland Hills Golf Course abutting more than half of that length, and having a 10'
152 cyclone fence and no access available to leave for those 300 families.

153 Councilmember Roe questioned if, based on his review of the language of Section 1101.04,
154 the City Council was being overly cautious based on how the processes were defined;
155 however, he expressed his support for clarifying the language if so desired by the majority.
156 Councilmember Roe noted, as it related to following statutory guidance, City Councilmember
157 Ihlan made a good point related to consideration of the overall health, safety and welfare in
158 reviewing any application. Councilmember Roe, spoke in support of a motion to table action
159 to clarify the ordinance.

160 **12. Business Items (Action Items)**

161 **a. Approve Request for a Minor Subdivision Creating Two Additional Residential**
162 **Parcels at 2218 Highway 36**

163 Klausing moved, Johnson seconded, tabling action on the proposed MINOR SUBDIVISION at
164 2218 Highway 36.

165 **Roll Call**

166 **Ayes:** Johnson; Ihlan; Pust; Roe; and Klausing.

167 **Nays:** None.

168 Klausing moved, Johnson seconded, authorizing staff to provide written notice to the
169 applicant of the City's extension of the 60-day review period.

170 **Roll Call**

171 **Ayes:** Johnson; Ihlan; Pust; Roe; and Klausing.

172 **Nays:** None.

173 Mayor Klausing directed staff and the City Attorney to reconsider ordinance language.

174 Councilmember Johnson requested that previous traffic impacts in that area also be
175 provided as background information to the City Council and public.

176 Mayor Klausing, for clarification purposes, noted that 7-8 years ago, the City Council held a
177 discussion on traffic issues, with considerable division in the neighborhood and no further
178 action taken by the City of MnDOT. However, as a result of the I-35W Bridge collapse,
179 Mayor Klausing noted that MnDOT unilaterally closed access at that time.

Pat Trudgeon

From: Deb Bloom
Sent: Monday, June 28, 2010 2:33 PM
To: Pat Trudgeon; Duane Schwartz
Subject: RE: Marion Road Traffic related to Minor Subdivision

Marion Street and County Road B have sufficient capacity to handle two more single family lots.

It is assumed that a SF home generates 10 trips/ day. So, these two new lots would generate 20 trips.

Assuming that each existing home on Marion generates 10 trips/day, the current ADT is 300 ADT. This assumes that all of Laurie road exits and enters to the east onto Marion. The two new homes would increase the ADT to 320, less than 10% increase. A two lane residential street has the capacity to handle as much as 10,000 ADT, depending on access.

The 2009 traffic count on County Road B is 1300 ADT. When that street was connected to TH280, it carried 2650 ADT. There is adequate capacity on Co Road B.

Please let me know if you need additional information.

-----Original Message-----

From: Pat Trudgeon
Sent: Monday, June 28, 2010 12:03 PM
To: Deb Bloom; Duane Schwartz
Subject: Marion Road Traffic related to Minor Subdivision

Tonight on the CC agenda, we have the minor subdivision for three new lots to be created on Marion Street/Hwy. 36 service road.

Some of the residents have brought up concerns regard the traffic that will be generated with the creation of two new lots. Craig K. has been talking to some of the residents and telling them that the new subdivision will have minimal impact to traffic on the street.

Nevertheless, Craig feels that question will be brought up.

So in short, is existing Marion Street sufficient to handle the traffic of two new lots. I seem to recall that sf homes generate about 10 trips a day. Is the road wide enough to handle existing and future traffic?

I assume that it will be a minimal impact and the existing road is sufficient to handle the increase, but wanted to verify it with you in case it gets asked tonight.

Pat

Patrick Trudgeon, AICP
City of Roseville
Community Development Director
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7071
(651) 792-7070 (fax)
pat.trudgeon@ci.roseville.mn.us

Thomas Paschke

From: [REDACTED]
Sent: Sunday, June 27, 2010 4:58 PM
To: Thomas Paschke
Subject: Subdivision of 2218 Highway 36

Dear Mr. Paschke,

When we built our home at 2222 Marion Road in 1951, we did so because the large lots gave a rural "feel" to the neighborhood. We would have an area in which we could plant vegetable and flower gardens; and, since there were no trees on our land, we could plant a variety of pines, apples, maples, etc. These trees have matured beautifully. Our neighbors have moved into the neighborhood with similar plans.

We feel that the subdivision plan, while narrowly within the code, would have an immediate negative impact on the neighborhood and potentially greater effects in the future.

Sincerely,

Raymond I. Hakomaki
Mildred R. Hakomaki