

# City Council Agenda

Monday, June 17, 2013 6:00 p.m.

#### **City Council Chambers**

(Times are Approximate)

6:00 p.m.	1.	Roll Call
		Voting & Seating Order: Willmus, Laliberte, McGehee, Etten, Roe
6:02 p.m.	2.	Approve Agenda
6:05 p.m.	3.	<b>Public Comment</b>
6:10 p.m.	4.	<b>Council Communications, Reports and Announcements</b>
		a. Proclaim July Parks & Recreation Month
6:15 p.m.	5.	<b>Recognitions, Donations and Communications</b>
6:20 p.m.	6.	Approve Minutes
		a. Approve Minutes of June 10, 2013 Meeting
	_	

- 6:25 p.m. 7. Approve Consent Agenda
  - a. Approve Payments
  - b. Approve Business & Other Licenses & Permits
  - c. Approve General Purchases or Sale of Surplus Items Exceeding \$5,000
  - d. Adopt a Resolution Changing the Comprehensive Land Use Map Designation; Adopt an Ordinance Amending Zoning Map Classification; and by Motion Approve of a Parcel Combination, all for 600 County Road B and 2130 Dale Street and Regarding a Request by Mueller-Bies Funeral Home
  - e. Adopt Resolution Approving Cost Participation Agreement Between Ramsey County and the City of Roseville for Larpenteur Avenue Construction Work
  - f. Approve July 4<sup>th</sup> Display Contract
  - g. Adopt Resolution Requesting MnDOT to Conduct a Speed Study on Cleveland Avenue, between County Road B-2

#### and Fairview Avenue

6:35 p.m. **8. Consider Items Removed from Consent** 

9. General Ordinances for Adoption

6:40 p.m. a. Zoning Code Text Amendment – Drive Through and Refuse Locations

6:55 p.m. b. Zoning Code Text Amendment – Garage Doors and Loading Docks

10. Presentations

7:10 p.m. a. Public Works Commission Joint Meeting

11. Public Hearings

12. Budget Items

7:50 p.m. **Break** 

13. Business Items (Action Items)

8:00 p.m. a. Approve Preliminary Park Plans

8:30 p.m. b. Issue Recycling RFP

8:50 p.m. c. Classification & Compensation Study Policy Recommendations and Implementation

14. Business Items – Presentations/Discussions

9:10 p.m. a. Consider Setting Additional Council Meetings for the Purpose of Discussing the 2014 Budget

9:20 p.m. **15.** City Manager Future Agenda Review

9:25 p.m. **16.** Councilmember Initiated Items for Future Meetings

9:30 p.m. **17. Adjourn** 

Some Upcoming Public Meetings......

= ·		1	
Tuesday	Jun 18	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Jun 19	6:30p.m.	Human Rights Commission
Monday	Jun 24		Rosefest Parade
Tuesday	Jun 25	6:30 p.m.	Public Works, Environment & Transportation Commission
July			
No	Parks &		
Meeting in	Recreation		
July	Commission		
Thursday	Jul 4		City Offices Closed - Independence Day
Monday	Jul 8	6:00 p.m.	City Council Meeting
Wednesday	Jul 10	6:30 p.m.	Planning Commission
Monday	Jul 15	6:00 p.m.	City Council Meeting

# REQUEST FOR COUNCIL ACTION

Date: 6-17-13

Item No.: 4.a

Department Approval

SBath

City Manager Approval

f. Trudgeon

Item Description: Proclaim July, 2013 as Parks and Recreation Month

#### BACKGROUND

- 2 The City of Roseville has historically recognized the importance of Parks and Recreation and has identified
- 3 it as an essential service in the Parks and Recreation System Master Plan that was adopted in November of
- 4 2010.

5

- 6 The U.S. House of Representatives designated July as Parks and Recreation Month and encourages
- 7 communities around the country to do the same.

#### 8 POLICY OBJECTIVE

- 9 This is consistent with the policies outlined in the Parks and Recreation System Master Plan adopted in
- November 2010.

#### 11 FINANCIAL IMPACTS

12 None

#### 13 STAFF RECOMMENDATION

Staff recommends that the month of July, 2013 be proclaimed Parks and Recreation Month in Roseville.

#### 15 REQUESTED COUNCIL ACTION

Motion adopting the proclamation

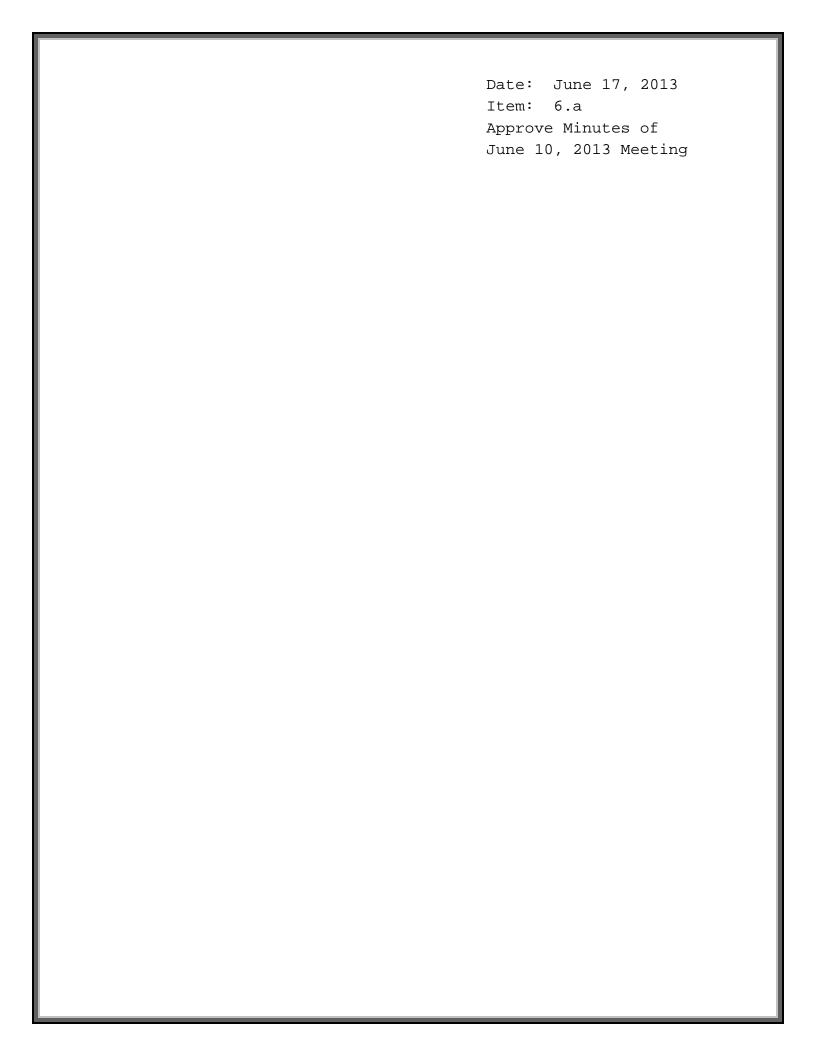
17

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachment: A. Proclamation

18	PROCLAMATION	II A
19		
20	JULY AS PARKS AND RECREATION MONTH	
21 22	JULY 2013	
23	JOLI 2013	
24		
25	WHEREAS parks and recreation programs are an essential part of the Roseville Community; and	
26		
27	WHEREAS parks and recreation are vitally important to establishing and maintaining the quality of	
28	in Roseville and contribute to the economic and environmental well-being of Roseville and the larg community; and	ger
29 30	Community, and	
31	WHEREAS our parks and recreation programs build healthy, active communities that aid in the	
32	prevention of chronic disease, promote social bonds by uniting neighbors and also improve and ens	sure
33	the physical, mental and emotional health of all citizens; and	
34		
35	WHEREAS our parks and recreation programs increase Roseville's economic prosperity through	
36	increased property values, increased tourism, the attraction and retention of residents and businesse	s,
37 38	and crime reduction; and	
39	WHEREAS our parks and natural recreation areas improve water quality, protect groundwater, pre	vent
40	flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and	
41	produce habitat for wildlife; and	
42		
43	WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community a	and
44	provide a place for children and adults to connect with nature and recreate outdoors; and	
45	WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month	e and
46 47	WILKEAS the U.S. House of Representatives has designated July as Farks and Recreation Month	, and
48	WHEREAS Roseville Minnesota recognizes the benefits derived from parks and recreation resource	ces
49		
50	NOW THEREFORE, BE IT RESOLVED BY the Roseville City Council that July is recognized as	Park
51	and Recreation Month in the City of Roseville.	
52	NOW THEREFORE BE IT REGOLVED 4 + 4 C' C - 1 (4 C' C - 1 1 1 1 1	1
53	NOW THEREFORE BE IT RESOLVED that the City Council of the City of Roseville does h	ereby
54 55	proclaim July, 2013 as Parks and Recreation month in the City of Roseville.	
56	IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Roseville	to be
57	affixed this 17 <sup>th</sup> day of July, 2013.	
58		
59		
60		
61	Daniel J. Roe, Mayor	

(SEAL)



# REQUEST FOR COUNCIL ACTION

Date: 06/17/2013

Item No.: 7.a

Department Approval

City Manager Approval

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Cttyl K. mill

Item Description: Approve Payments

#### BACKGROUND

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

Check Series #	Amount
ACH Payments	\$297,211.02
70167-70290	\$310,933.40
Total	\$608,144.42

5

- 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.
- 8 POLICY OBJECTIVE
- 9 Under Mn State Statute, all claims are required to be paid within 35 days of receipt.
- 10 FINANCIAL IMPACTS
- All expenditures listed above have been funded by the current budget, from donated monies, or from cash
- 12 reserves.
- 13 STAFF RECOMMENDATION
- 14 Staff recommends approval of all payment of claims.
- 15 REQUESTED COUNCIL ACTION
- Motion to approve the payment of claims as submitted
- Prepared by: Chris Miller, Finance Director
  A: Checks for Approval

17

# Accounts Payable

## Checks for Approval

User: mary.jenson

Printed: 6/11/2013 - 2:54 PM

<b>Check Number</b>	<b>Check Date</b>	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
70225	06/06/2013	Boulevard Landscaping	Operating Supplies	Brickman Group LTD, LLC	For mowing and weeding streetscape	2,954.00
				Fund 7	Total:	2,954.00
70250	06/06/2013	Central Svcs Equip Revolving	Rental - Copier Machines	Konica Minolta	Copy & Lease Charges	6,877.31
				Fund 7	Total:	6,877.31
0	06/11/2013	Community Development	Credit Card Service Fees	US Bank-Non Bank	April Terminal Charges	467.75
70227	06/06/2013	Community Development	Computer Equipment	CDW Government, Inc.	Fujitsu Twain Scansnap	3,332.88
70253	06/06/2013	Community Development	Advertising	Lillie Suburban Newspaper Inc	Ordinances, Notices	45.48
0	06/06/2013	Community Development	Training	Bryan Lloyd	Training Class Reimbursement	85.00
0	06/06/2013	Community Development	Property Improvement Permit	Midwest Fence	Building Permit Refund-2690 Virginia	52.00
				Fund 7	Total:	3,983.11
0	06/11/2013	Contracted Engineering Svcs	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	1.53
70242	06/06/2013	Contracted Engineering Svcs	Deposits	Fey Construction	Escrow Return	3,000.00
70243	06/06/2013	Contracted Engineering Svcs	Deposits	Tony Fox	Escrow Return	3,000.00
				Fund 1	Total:	6,001.53
0	06/11/2013	East Metro SWAT	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	84.25
0	06/06/2013	East Metro SWAT	Training	Jason Gehrman	SWAT Training Supplies Reimbursem	59.66
				Fund 7	Total:	143.91
0	06/11/2013	Fire Station 2011	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	189.58
0	06/06/2013	Fire Station 2011	Professional Services	Jimmys Johnnys, Inc	Regular Service	136.25
70248	06/06/2013	Fire Station 2011	Professional Services	Karges-Faulkonbridge, Inc.	Fire Station Commissioning Services	500.00
70252	06/06/2013	Fire Station 2011	Professional Services	Lightning Disposal, Inc.	Rolloffs	2,605.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund To	otal:	3,431.33
0	06/11/2013	Fire Vehicles Revolving	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	220.76
				Fund To	otal:	220.76
0	06/11/2013	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	267.99
0	06/11/2013	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	654.09
0	06/11/2013	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	April Fuel Tax	319.77
0	06/11/2013	General Fund	Postage	Pitney Bowes - Non Bank	May Postage	3,000.00
70219	06/06/2013	General Fund	Clothing	Aspen Mills Inc.	Clothing	239.00
70219	06/06/2013	General Fund	Clothing	Aspen Mills Inc.	Clothing	42.45
70219	06/06/2013	General Fund	Clothing	Aspen Mills Inc.	Clothing	89.78
70219	06/06/2013	General Fund	Clothing	Aspen Mills Inc.	Clothing	50.08
70220	06/06/2013	General Fund	Training	BCA/Criminal Justice Training & E	Homicide Statements Analysis	95.00
70220	06/06/2013	General Fund	Training	BCA/Criminal Justice Training & E	-	95.00
70220	06/06/2013	General Fund	Training	BCA/Criminal Justice Training & E	Interrogation Training	150.00
70231	06/06/2013	General Fund	Operating Supplies	CES Imaging	Core 20lb Bond	15.98
70231	06/06/2013	General Fund	Operating Supplies	CES Imaging	Supplies and Service Plan	703.93
70233	06/06/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70233	06/06/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70233	06/06/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70233	06/06/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70233	06/06/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
0	06/06/2013	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	•	12,345.00
0	06/06/2013	General Fund	211403 - Flex Spend Day Care	, , , , , , , , , , , , , , , , , , , ,	Dependent Care Reimbursement	384.00
0	06/06/2013	General Fund	Operating Supplies	Forms & Systems of Minnesota	Thermal Paper	1,356.84
0	06/06/2013	General Fund	Operating Supplies	Mark Ganley	Cell Phone Case Reimbursement	24.10
70245	06/06/2013	General Fund	Professional Services	Goodpointe Technology, Inc.	Qty 18 miles - 2013 pavement survey	2,350.00
0	06/06/2013	General Fund	Training	Thomas Gray	Meals During Training	122.97
70249	06/06/2013	General Fund	Professional Services	KDV, ltd	2012 Audit	12,760.00
0	06/06/2013	General Fund	Training	Dennis Kim	Training Supplies Reimbursement	161.40
0	06/06/2013	General Fund	Vehicle Supplies	Larson Companies	2013 Blanket PO for vehicle repairs	1,042.72
70251	06/06/2013	General Fund	Medical Services	LexisNexis Occ. Health Solutions	Alcohol Test	30.00
70253	06/06/2013	General Fund	Miscellaneous	Lillie Suburban Newspaper Inc	Color Charges Acct: 262	200.00
70253	06/06/2013	General Fund	Advertising	Lillie Suburban Newspaper Inc	Ordinances, Notices	85.60
0	06/06/2013	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	170.00
70258	06/06/2013	General Fund	Operating Supplies	MN Chiefs of Police Assoc	Police Officer Entry Test	4,270.19
0	06/06/2013	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	2,115.41
0	06/06/2013	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
0	06/06/2013	General Fund	Transportation	Tim Pratt	Parking Reimbursement	7.00
0	06/06/2013	General Fund	211402 - Flex Spending Health	111111111111111111111111111111111111111	Flexible Benefit Reimbursement	374.00

<b>Check Number</b>	<b>Check Date</b>	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/06/2013	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	274.60
0	06/06/2013	General Fund	Operating Supplies	SHI International Corp	Toner	280.80
70271	06/06/2013	General Fund	Training	St. Paul Police Dept-PDI	Active Diffusion Strategies	630.00
70272	06/06/2013	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	362.25
70272	06/06/2013	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	6.10
0	06/06/2013	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	71.33
70276	06/06/2013	General Fund	Telephone	T Mobile	Cell Phones-Acct 771707201	39.99
70276	06/06/2013	General Fund	Telephone	T Mobile	Cell Phones-Acct 876644423	58.12
70276	06/06/2013	General Fund	Telephone	T Mobile	Cell Phones-Acct 876644423	376.20
70276	06/06/2013	General Fund	Telephone	T Mobile	Cell Phones-Acct 876644423	144.54
70276	06/06/2013	General Fund	Telephone	T Mobile	Cell Phones-Acct 876644423	254.53
70278	06/06/2013	General Fund	Professional Services	Ariella Tilsen	HRC Community Dialogues	200.00
70279	06/06/2013	General Fund	Professional Services	Time Saver Off Site Secretarial	Human Rights Commission Metting N	140.95
70280	06/06/2013	General Fund	Contract Maint City Hall	Tremco	Drain Patch & Repair Service	921.89
70281	06/06/2013	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
70283	06/06/2013	General Fund	Vehicle Supplies	Uniforms Unlimited, Inc.	Uniform Supplies	30.45
70283	06/06/2013	General Fund	Employee Recognition	Uniforms Unlimited, Inc.	Uniform Supplies	66.26
70285	06/06/2013	General Fund	Training	USPCA Region 12	PD1 Certification	220.00
70286	06/06/2013	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	130.10
70287	06/06/2013	General Fund	Miscellaneous	The Vernon Company	Pencils	201.40
				Fund 1	Total:	48,368.36
0	06/11/2013	General Fund Donations	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	55.00
				Fund T	Fotal:	55.00
0	06/11/2013	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	1,208.65
0	06/11/2013	Golf Course	Credit Card Fees	US Bank-Non Bank	April Terminal Charges	262.04
70226	06/06/2013	Golf Course	Merchandise For Sale	Capitol Beverage Sales, LP	Beverages for Resale	89.50
70228	06/06/2013	Golf Course	Vehicle Supplies	Central Power Distributors Inc	Blade	49.48
70239	06/06/2013	Golf Course	Operating Supplies	Ecolab Food Safety Specialties	Sanitizer Test Strips	20.55
70240	06/06/2013	Golf Course	Operating Supplies	Ecolab Inc	Floor Cleaner	218.54
0	06/06/2013	Golf Course	Use Tax Payable	Hornungs Pro Golf Sales, Inc.	Sales/Use Tax	-2.56
0	06/06/2013	Golf Course	Operating Supplies	Hornungs Pro Golf Sales, Inc.	Tee Bags	39.85
70259	06/06/2013	Golf Course	Memberships & Subscriptions	Mn Dept of Health	Hospitality Fee	35.00
0	06/06/2013	Golf Course	Operating Supplies	MTI Distributing, Inc.	Blades, Nozzles	874.43
0	06/06/2013	Golf Course	Operating Supplies	MTI Distributing, Inc.	Blades, Nozzles	144.20
70274	06/06/2013	Golf Course	Operating Supplies	Superior Tech Products	Grass Seed	844.85
70276	06/06/2013	Golf Course	Telephone	T Mobile	Cell Phones-Acct 876644423	71.61
70277	06/06/2013	Golf Course	Use Tax Payable	TerraMax, Inc.	Sales/Use Tax	-32.66
70277	06/06/2013	Golf Course	Operating Supplies	TerraMax, Inc.	Turf Supplies, Seed	507.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund 7	Fotal:	4,331.14
0	06/11/2013	Housing & Redevelopment Agency	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	-3.79
70167	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Gerald Backlund	Energy Audit	60.00
70168	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Donald Baker	Energy Audit	60.00
70169	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Marie Barnum	Energy Audit	60.00
70170	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Suzanne Beckermann	Energy Audit	60.00
70171	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Allen Carrier	Energy Audit	60.00
70172	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Gary Chilefone	Energy Audit	60.00
70173	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Robert Danforth	Energy Audit	60.00
70174	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Jean Djos	Energy Audit	60.00
70175	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Raymond Gerst	Energy Audit	60.00
70176	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Kenneth Gibson	Energy Audit	60.00
70177	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	John Gisselquist	Energy Audit	60.00
70178	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Troy Gist	Energy Audit	60.00
70179	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Georgiana Gjertson	Energy Audit	60.00
70180	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Jeffery Gorzek	Energy Audit	60.00
70181	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Sagar Goyal	Energy Audit	60.00
70182	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Kelly Graff	Energy Audit	60.00
70183	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Margaret Green	Energy Audit	60.00
70184	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Jeffrey Hagen	Energy Audit	60.00
70185	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Hugh Halverson	Energy Audit	60.00
70186	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Bror Herrick	Energy Audit	60.00
70187	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Richard Husak	Energy Audit	60.00
70188	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Joyce Jacobson	Energy Audit	60.00
70189	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Carol Johansen	Energy Audit	60.00
70190	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Chad Kardash	Energy Audit	60.00
70191	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Joan Kelley	Energy Audit	60.00
70192	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Mary Kepke	Energy Audit	60.00
70193	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Victor Klein	Energy Audit	60.00
70194	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Jake Kosel	Energy Audit	60.00
70195	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Richard Lambert	Energy Audit	60.00
70196	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Melissa Laufer	Energy Audit	60.00
70197	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Mark Lindberg	Energy Audit	60.00
70198	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Kerry Mcindoo	Energy Audit	60.00
70199	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Peter Mokros	Energy Audit	60.00
70200	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	James Nieland	Energy Audit	60.00
70201	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	David & Leslie Norrgard	Energy Audit	60.00
70202	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	John Oswald	Energy Audit	60.00
70202	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Wendell Pass	Energy Audit	60.00
70203	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Glenn Poser	Energy Audit	60.00
70204	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Peter Quayle	Energy Audit Energy Audit	60.00

70207     0       70208     0       70209     0       70210     0       70211     0       70212     0       70213     0       70214     0       70215     0	06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Miles Ray Steven Rehmann James Richards George Sandstrom	Energy Audit Energy Audit Energy Audit	
70208     0       70209     0       70210     0       70211     0       70212     0       70213     0       70214     0       70215     0	06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013	Housing & Redevelopment Agency	Payment to Owners Payment to Owners Payment to Owners	James Richards George Sandstrom	= -	60.00
70209     0       70210     0       70211     0       70212     0       70213     0       70214     0       70215     0	06/05/2013 06/05/2013 06/05/2013 06/05/2013 06/05/2013	Housing & Redevelopment Agency Housing & Redevelopment Agency Housing & Redevelopment Agency Housing & Redevelopment Agency	Payment to Owners Payment to Owners	George Sandstrom	Energy Audit	(0.00
70210 0 70211 0 70212 0 70213 0 70214 0 70215 0	06/05/2013 06/05/2013 06/05/2013 06/05/2013	Housing & Redevelopment Agency Housing & Redevelopment Agency Housing & Redevelopment Agency	Payment to Owners	e e		60.00
70211 0 70212 0 70213 0 70214 0 70215 0	06/05/2013 06/05/2013 06/05/2013	Housing & Redevelopment Agency Housing & Redevelopment Agency	•		Energy Audit	60.00
70212 0 70213 0 70214 0 70215 0	06/05/2013 06/05/2013	Housing & Redevelopment Agency	Payment to Owners	John Sokalski	Energy Audit	60.00
70213 0 70214 0 70215 0	06/05/2013			Janet Staeheli	Energy Audit	60.00
70214 00 70215 0		TT ' 0 TO 1 1 4 4	Payment to Owners	Gary Tillery	Energy Audit	60.00
70215 0	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Thomas Triemert	Energy Audit	60.00
		Housing & Redevelopment Agency	Payment to Owners	Brian Veach	Energy Audit	60.00
70216 0	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Betty Woller	Energy Audit	60.00
	06/05/2013	Housing & Redevelopment Agency	Payment to Owners	Yuming Zhou	Energy Audit	60.00
0 0	06/06/2013	Housing & Redevelopment Agency	Payment to Owners	Lonnie Brokke	Energy Audit	60.00
0 0	06/06/2013	Housing & Redevelopment Agency	Training	Jeanne Kelsey	Training Class Reimbursement	48.00
0 0	06/06/2013	Housing & Redevelopment Agency	Miscellaneous	Jeanne Kelsey	Supplies Reimbursement	24.10
0 0	06/06/2013	Housing & Redevelopment Agency	Miscellaneous	Jeanne Kelsey	Supplies Reimbursement	2.19
70254 0	06/06/2013	Housing & Redevelopment Agency	Professional Services	Maxfield Research, Inc.	Consulting & Research for Multi Fam	4,0 5 00
0 0	06/06/2013	Housing & Redevelopment Agency	Transportation	Jane Reilly	Parking Reimbursement	18.00
70272 0	06/06/2013	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	HRA Meeting Minutes	132.25
70272 0	06/06/2013	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	4.92
70275	06/06/2013	Housing & Redevelopment Agency	Printing	Michael Sutz	Videography	1,030.00
				Fund T	otal:	8,330.67
0 0	06/11/2013	HRA Property Abatement Program	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	3.79
				Fund T	- Cotal:	3.79
0 0	06/11/2013	Info Tech/Contract Cities	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	6.89
				Fund T	otal:	6.89
0 0	06/11/2013	Information Technology	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	77.07
	06/06/2013	Information Technology  Information Technology	Contract Maintenance	Access Communications Inc	Technician Labor	1,620.72
	06/06/2013	Information Technology  Information Technology	Telephone	City of North St. Paul	511 Billing Interconnects	2,030.63
	06/06/2013	Information Technology  Information Technology	Telephone	City of North St. Paul	Data Interconnects	641.25
	06/06/2013		•	T Mobile	Cell Phones-Acct 876644423	181.55
70276	00/00/2013	Information Technology	Telephone	1 Moone	Cell Filolies-Acct 8/0044423	181.33
				Fund 1	Cotal:	4,551.22
0 0	06/11/2013	License Center	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	620.58
	06/11/2013	License Center	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	243.68
	06/06/2013	License Center	Transportation	Mary Dracy	Mileage Reimbursement	146.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/06/2013	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	181.93
0	06/06/2013	License Center	Transportation	Jill Theisen	Mileage Reimbursement	244.08
				Fund 7	Total:	1,437.17
0	06/06/2013	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-May 2013	250.00
				Fund T	Fotal:	250.00
0	06/11/2013	P & R Contract Mantenance	Sales Tax	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	56.84
0	06/11/2013	P & R Contract Mantenance	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	80.68
0	06/06/2013	P & R Contract Mantenance	Operating Supplies	Jill Anfang	Volunteer Refreshements Reimbursen	41.86
70233	06/06/2013	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
70233	06/06/2013	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
70233	06/06/2013	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
70233	06/06/2013	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
70233	06/06/2013	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
0	06/06/2013	P & R Contract Mantenance	Rental	Jimmys Johnnys, Inc	Regular Service	169.84
U	00/00/2013	F & K Contract Mantenance	Rental	Jinniys Johnnys, Inc	Regulal Scivice	109.04
				Fund 7	Total:	392.62
70223	06/06/2013	Pathway Maintenance Fund	Rental	BNSF Railway Company	County Road C Pathway Right-of-wa	13,659 09
				Fund 7	Total:	13,659.09
70281	06/06/2013	Police Forfeiture Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	122.91
				Fund 1	Total:	122.91
0	06/11/2013	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	1,783.73
0	06/11/2013	Recreation Fund	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	62.47
0	06/11/2013	Recreation Fund	Credit Card Fees	US Bank-Non Bank	April Terminal Charges	182.19
70217	06/06/2013	Recreation Fund	Professional Services	AARP	Driving Class	250.00
70221	06/06/2013	Recreation Fund	Professional Services	Louise Beaman	Sand Volleyball Officiating	46.00
70222	06/06/2013	Recreation Fund Recreation Fund	Professional Services			400.00
70232	06/06/2013			Angela Benes	Tap For Older Adults Instruction	2,040.00
		Recreation Fund	Professional Services	Champion Youth	Safety Awareness/Self Defense Instru	,
70235	06/06/2013 06/06/2013	Recreation Fund	Operating Supplies	Coca Cola Refreshments	Beverages Supplies Reimburgement	337.44
0		Recreation Fund	Office Supplies	Lauren Deal	Supplies Reimbursement	26.76
0	06/06/2013	Recreation Fund	Operating Supplies	Lauren Deal	Supplies Reimbursement	28.91
70238	06/06/2013	Recreation Fund	Professional Services	Sharon Eaton	Preschool Instruction	187.50
0	06/06/2013	Recreation Fund	Professional Services	Mark Emme	Sand Volleyball Officiating	276.00
70241	06/06/2013	Recreation Fund	Operating Supplies	Lynn Erickson	Tennis Balls	268.00

<b>Check Number</b>	<b>Check Date</b>	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Fluorescent Lamps	133.12
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Cable Ties	41.04
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Lamp, Gloves, Flashlight	242.80
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Wall Plates	8.03
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Wall Plates, Fluorescent Lamps	86.94
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Wire Connectors, Faceshield	56.26
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Filters	32.32
0	06/06/2013	Recreation Fund	Operating Supplies	Grainger Inc	Motion Sensor Switch	215.43
70246	06/06/2013	Recreation Fund	Operating Supplies	Int'l Chemtex Corp	Liquid Bromine	496.17
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	79.92
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	79.92
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	79.92
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	79.92
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	90.84
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	90.84
0	06/06/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	06/06/2013	Recreation Fund	Professional Services	Jimmys Johnnys, Inc	Regular Service	45.42
70256	06/06/2013	Recreation Fund	Advertising	Mighty Dog Media, LLC	Meeting Pages Advertising	1,200.00
70257	06/06/2013	Recreation Fund	Professional Services	Michael Miller	Softball Umpire Services	4,888.00
70257	06/06/2013	Recreation Fund	Professional Services	Michael Miller	Softball Umpire Services	4,834.00
70260	06/06/2013	Recreation Fund	Professional Services	Morsound	Announcing Services	350.00
70261	06/06/2013	Recreation Fund	Transportation	New Brighton Parks/Recreation	Senior Trip	28.95
0	06/06/2013	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc	Cylinder Repair	55.56
70265	06/06/2013	Recreation Fund	Operating Supplies	Matt Richards	Ice Show Decorations Reimbursemen	486.54
70268	06/06/2013	Recreation Fund	Rental	Roseville Area Schools	Storage Space Lease, Stage Rental	3,900.00
0	06/06/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Flyers	480.00
0	06/06/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Flyers	193.56
0	06/06/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Flyers	193.57
0	06/06/2013	Recreation Fund	Printing	Roseville Area Schools	Sports Flyers	387.13
70269	06/06/2013	Recreation Fund	Professional Services	Roseville Figure Skating Club	Concession Staffing-May 4	195.00
70269	06/06/2013	Recreation Fund	Professional Services	Roseville Figure Skating Club	Concession Staffing-April 22-25	975.00
70269	06/06/2013	Recreation Fund	Professional Services	Roseville Figure Skating Club	Concession Staffing-May 18-19	675.00
70269	06/06/2013	Recreation Fund	Operating Supplies	Roseville Figure Skating Club	Supplies Reimbursement	317.00
70269	06/06/2013	Recreation Fund	Professional Services	Roseville Figure Skating Club	Concession Staffing May 17	405.00
70270	06/06/2013	Recreation Fund	Operating Supplies	Jean Marie Sales	Ice Show Flowers Reimbursement	79.90
70273	06/06/2013	Recreation Fund	Professional Services	Shane Sturges	Sand Volleyball Officiating	184.00
70276	06/06/2013	Recreation Fund	Telephone	T Mobile	Cell Phones-Acct 876644423	212.77

Check Number	<b>Check Date</b>	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
70284 70287 70289 70289 70289	06/06/2013 06/06/2013 06/06/2013 06/06/2013 06/06/2013	Recreation Fund Recreation Fund Recreation Fund Recreation Fund Recreation Fund	Professional Services Operating Supplies Operating Supplies Operating Supplies Operating Supplies	Kathie Urbaniak The Vernon Company Watson Company Watson Company Watson Company	Sand Volleyball Official Rosefest Buttons Concession Items Concession Items Concession Items	276.00 591.33 248.60 588.64 257.63
				Fund To	otal:	30,114.43
0	06/11/2013 06/11/2013	Risk Management Risk Management	Sales Tax Payable Use Tax	MN Dept of Revenue-Non Bank MN Dept of Revenue-Non Bank	Sales/Use Tax- May Sales/Use Tax- May	17.53 30.94
				Fund To	otal:	48.47
0 0 0 70224 0 70244 0 0 0 0 0 70276	06/11/2013 06/11/2013 06/11/2013 06/06/2013 06/06/2013 06/06/2013 06/06/2013 06/06/2013 06/06/2013 06/06/2013 06/06/2013	Sanitary Sewer	Credit Card Service Fees Postage Sales Tax Payable Professional Services Operating Supplies Accounts Payable Professional Services Professional Services Professional Services Operating Supplies Metro Waste Control Board Telephone Operating Supplies	Bluefin Payment Systems-Non Bank Ecoenvelopes-Non Bank MN Dept of Revenue-Non Bank Bolton & Menk, Inc. Ferguson Waterworks #2516 MERLE GAEDY Gopher State One Call Jeft's S.O.S. Drain Cleaning, Corp. MacQueen Equipment MacQueen Equipment Metropolitan Council T Mobile  Fund To	Utility Billing Section 001 Sales/Use Tax- May April Meter Data Download and Batte Water Meter Supplies Refund Check Blanket PO for Gopher State locate re 55 Feet of Main Line Insight CAM System Repair Hydro Jetter Gun Waste Water Service Cell Phones-Acct 771707201	2,057.78 307.18 6.62 720.00 962.50 1.46 140.68 135.00 1,389.38 3,152.81 205,172.44 79.98 214,125.83
				Fund T	otal:	15.00
0	06/11/2013	Solid Waste Recycle	Sales Tax	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	3.00
				Fund To	otal:	3.00
0 0 0 70264 70264	06/11/2013 06/11/2013 06/06/2013 06/06/2013 06/06/2013	Storm Drainage Storm Drainage Storm Drainage Storm Drainage Storm Drainage	Postage Sales Tax Payable Professional Services Rental Rental	Ecoenvelopes-Non Bank MN Dept of Revenue-Non Bank Gopher State One Call Railroad Management Co. III, LLC Railroad Management Co. III, LLC		307.18 21.65 140.69 132.87 132.87

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund 7	Fotal:	735.26
70262	06/06/2013	Street Construction	2013 PMP	North Valley, Inc.	Mill & Overlay	199,633.47
				Fund 7	Total:	199,633.47
0	06/11/2013	Telecommunications	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	-6.53
0	06/11/2013	Telecommunications	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	6.53
70276	06/06/2013	Telecommunications	Telephone	T Mobile	Cell Phones-Acct 876644423	35.61
				Fund 7	Fotal:	35.61
70230	06/06/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	9.36
70229	06/06/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	39.66
70229	06/06/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	103.90
70229	06/06/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	84.15
70247	06/06/2013	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	330.90
70247	06/06/2013	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	3,350.53
				Fund 3	Fotal:	3,918.50
0	06/06/2013	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	SRF Consulting Group, Inc.	Professional Services for Twin Lakes	3,399 57
0	06/06/2013	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	SRF Consulting Group, Inc.	Twin Lakes Traffic Counts	2,214.56
				Fund 7	Fotal:	5,614.13
0	06/11/2013	Water Fund	Water - Roseville	City of Roseville- Non Bank	March Water	1,013.74
0	06/11/2013	Water Fund	Water - Roseville	City of Roseville- Non Bank	April Water	1,816.95
0	06/11/2013	Water Fund	Postage	Ecoenvelopes-Non Bank	Utility Billing Section 001	307.19
0	06/11/2013	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax- May	12,792.47
70236	06/06/2013	Water Fund	Accounts Payable	ADAM COLEMAN	Refund Check	23.26
70237	06/06/2013	Water Fund	Operating Supplies	Commercial Asphalt Co	Dura Drive	1,245.81
0	06/06/2013	Water Fund	Other Improvements	Dakota Supply Group	Qty 3 each - Badger 9" M-200 mag m	8,697.00
0	06/06/2013	Water Fund	Other Improvements	Dakota Supply Group	Qty 6 - Badger Galaxy Radio	597.92
0	06/06/2013	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	56.83
0	06/06/2013	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	27.37
0	06/06/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Water Meter Supplies	73.68
0	06/06/2013	Water Fund	Operating Supplies	General Industrial Supply Co.	Speed Fan	186.85
0	06/06/2013	Water Fund	Operating Supplies	General Industrial Supply Co.	Safety Vests	90.84
0	06/06/2013	Water Fund	Professional Services	Gopher State One Call	Blanket PO for Gopher State locate re	140.68
70255	06/06/2013	Water Fund	Other Improvements	Midwest Testing	Qty 1 - Install 3 - 8" Mag Meters in A	3,450 00

<b>Check Number</b>	<b>Check Date</b>	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
70255	06/06/2013	Water Fund	Other Improvements	Midwest Testing	Qty 1 - Install 2 - 8" gate valves in Ha	500.00
70263	06/06/2013	Water Fund	Accounts Payable	STEVEN PETERSON	Refund Check	19.79
70266	06/06/2013	Water Fund	Accounts Payable	DOUGLAS RICHTER	Refund Check	0.53
70282	06/06/2013	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Coliform Bacteria Testing	360.00
70288	06/06/2013	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Location	136.20
70290	06/06/2013	Water Fund	Accounts Payable	CHANGQI ZHU	Refund Check	4.13
				Fund 7	Total:	31,541.24
0	06/11/2013	Workers Compensation	Police Patrol Claims	SFM-Non Bank	May Work Comp Claims	3,436.11
0	06/11/2013	Workers Compensation	Parks & Recreation Claims	SFM-Non Bank	May Work Comp Claims	13,146.90
0	06/11/2013	Workers Compensation	Sewer Department Claims	SFM-Non Bank	May Work Comp Claims	655.66
				Fund 7	Fotal:	17,238.67
				Repor	t Total:	608,144.42
				nopo.		

# REQUEST FOR COUNCIL ACTION

Date: 6/17/2013 Item No.: 7.b

Department Approval

City Manager Approval

Cttyl K. mill

Item Description: Approve 2013 Business and Other Licenses and Permits

#### BACKGROUND

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

#### **Massage Therapist License**

- Gabrielle Millard, Laura Quamme at Roseville Acupuncture & Massage
- 7 2201 Lexington Ave N., Suite 103
- 8 Roseville, MN 55113

9

5

- Charolette Letourneau at Work of Heart Bodywork, LLC
- 11 2489 Rice St, Suite 140
- Roseville, MN 55113

13

- Mary Piersig at Heartland Hospice
- 15 2685 Long Lake Rd, Suite 105
- Roseville, MN 55113

17

- Erin Rivers-Hill, Alisha Wiest at Rocco Altobelli
- 19 10 Rosedale Center, Suite 945
- 20 Roseville, MN 55113

21

- 22 Kaari Kuusisto at Kaari's Therapeutic Touch
- 23 3101 Old Highway 8, Suite 104
- 24 Roseville, MN 55113

25 26

#### **Massage Therapy Establishment License**

- 27 Work of Heart Bodywork, LLC
- 28 2489 Rice St, Suite 140
- 29 Roseville, MN 55113

30

- 31 Kaari's Therapeutic Touch
- 32 3101 Old Highway 8, Suite 104
- 33 Roseville, MN 55113

34 35

36	Cigarette/Tobacco Products License
37	Hamline Liquors, Inc.
38	2825 Hamline Ave N.
39	Roseville, MN 55113
40	
41	Super America #4520
42	2295 Rice St.
43	Roseville, MN 55113
44	
45	Super America #4502
46	2380 West County Rd D
47	Roseville, MN 55113
48	
49	Super America #4210
50	2172 Lexington Ave
51	Roseville, MN 55113
52	
53	Super America #4115
54	2785 North Hamline Ave
55	Roseville, MN 55113
56	
57	Roseville Marathon
58	2216 County Rd D West
59	Roseville, MN 55113
60	A
61	Amarose Convenience Store
62	1595 West HWY 36, #245
63	Roseville, MN 55113
64 65	Croix Oil Company
66	2151 North Dale St.
67	Roseville, MN 55113
68	Roseville, Wil V 33113
69	B-Dale Shell
70	2164 Dale St. N.
71	Roseville, MN 55113
72	,
73	Rainbow Foods
74	1201 Larpenteur Ave W.
75	Roseville, MN 55113
76	
77	<b>Gasoline Station License</b>
78	Super America #4520
79	2295 Rice St.
80	Roseville, MN 55113
81	
82	Super America #4502
83	2380 West County Rd D
84	Roseville, MN 55113
85	

Super America #4210

86

Page 2 of 4

87	2172 Lexington Ave
88	Roseville, MN 55113
89	
90	Super America #4115
91	2785 North Hamline Ave
92	Roseville, MN 55113
93	
94	Roseville Marathon
95	2216 County Rd D West
96	Roseville, MN 55113
97	Croix Oil Company
98	2151 North Dale St.
99 100	Roseville, MN 55113
100	Rosevine, Wilv 55115
102	B-Dale Shell
103	2164 Dale St. N.
104	Roseville, MN 55113
105	
106	Private Gas Pumps License
107	Ryder Truck Rental
108	2580 Long Lake Rd
109	Roseville, MN 55113
110	
111	Amusement Device License
112	Awe Vending & Amusements at John Rose Oval
113	2601 Civic Center Dr
114	Roseville, MN 55113
115 116	Temporary On-Sale Liquor License
117	Church of Corpus Christi
118	2131 Fairview Ave N
119	Roseville, MN 55113
120	
121	The Church of Corpus Christi is seeking a Temporary On-Sale Liquor License for July 6, 2013 for an event
122	being held on church property.
123	
124	<u>Veterinarian Examination &amp; Inoculation Center License</u>
125	
126	POLICY OBJECTIVE
127	Required by City Code
128	Required by City Code
129	FINANCIAL IMPACTS
130	The correct fees were paid to the City at the time the application(s) were made.
131	STAFF RECOMMENDATION
132	Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements. Staff
133	recommends approval of the license(s).

#### REQUESTED COUNCIL ACTION

134 135

Motion to approve the business and other license application(s) as submitted. Prepared by: Chris Miller, Finance Director 136

Attachments:

Prepared by: Chris Miller, Finance Director

A: Applications Attachments:



## Cigarette/Tobacco Products License Application

	***		
Business Name	HAMLINE LIQUORS	INC.	
Business Address	2825 HAMLINE AVE.	N. ROSEVILLE, MN. 5:	5113
Business Phone	651 - 639 - 1369	, , , , , , , , , , , , , , , , , , ,	<u> </u>
Email Address	Feeder with the second		
Person to Contact in	Regard to Business License:		
Name	HANH V. HOANG		
Address	(	- VI	<del>_</del> .
Phone		, , , , , , , , , , , , , , , , , , ,	
	e following license(s) for the term of one year the City of Roseville, County of Ramsey, S		nding June
	License Required	<u>Fee</u>	
	Cigarette/Tobacco Products	\$200.00	
	licant makes this application pursuant to a try of Roseville may from time to time pres		_
If completed license	should be mailed somewhere other tha	n the husiness address, please advise.	



# **Massage Therapist License**

New License ⊠ Renewal □
For License year ending June 30, 2014
1. Legal Name Clabrielle Anne Millard
2. Home Address
3. Home Telephone
4. Date of Birth
5. Drivers License Number
6. Email Address
7. Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes No If yes, list each name along with dates and places where used.
8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.  ROSEVILLE MUCCOPUTE TO A MASSAGE. 2201 LEXIVATION AVE  ROSEVILLE MN 95  9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No No If yes, explain in detail on a separate page.
Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.
Finance Department, License Division 2660 Civic Center Drive Roseville, MN 55113
License fee is \$100.00 Make checks payable to: City of Roseville



# **Gasoline Station License Application**

Business Name	SuperAmerica +495	G()	
Business Address	2995 /Acc Stree	f, Roseville, MMS	2//3
Business Phone	WS1-787-0733		
Email Address	B. B. Line		
Person to Contact i	n Regard to Business License:	·	
Name Ka	rla Bigham		
Address	and the same of th	series promote the series of t	· · · · · · · · · · · · · · · · · · ·
Phone	//		
I hereby apply for the ending June 30,	ne following license(s) for the term of the city of Roseville,	of one year, beginning July 1, <u>901</u> County of Ramsey, State of Minneso	<u>S</u> , and ta.
	License Required	<u>Fee</u>	
	Gasoline Station	\$130.00	
The undersigned ap regulation as the Co Statue #176.182.	plicant makes this application pursu ouncil of the City of Roseville may t	nant to all the laws of the State of Mi from time to time prescribe, including	nnesota and ; Minnesota
Signature	hissel		
Date 6/19/1	3		
A fire inspection is inspection.	required before issuance of a lic	ense. Please call 651-792-7341 to s	et up an
If completed license	should be mailed somewhere other	than the business address, please ad	vise.



# Cigarette/Tobacco Products License Application

Business Name	SuperAmerica #4520	)			
Business Address	2295 Rice Street		7113		
Business Phone	651-787-0733	/			
Email Address					
Person to Contact in	Regard to Business License:				
Name Kat	la Bigham	AMARIA MARIA M			
Address		1332 parasensy			
Phone	A 1				
	following license(s) for the term of one y he City of Roseville, County of Ramsey,		, and ending June		
	License Required	<u>Fee</u>			
	Cigarette/Tobacco Products	\$200.00			
The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.					
Signature	FISH				
Date	>				
of completed license should be mailed somewhere other than the business address, please advise.					



# **Gasoline Station License Application**

	Annual Control of the	
Business Name	SuperAmerica #4	89
Business Address	2380 West Cou	why Rd D. Roseville, MN 55113
Business Phone	1051-1032-3849	•
Email Address		g t
Person to Contact is	n Regard to Business License:	
Name Kai	la Bigham	
Address	many vive, or	Comp to ware on y
Phone	//	
I hereby apply for the ending June 30,	e following license(s) for the terr	n of one year, beginning July 1, <u>90/3</u> , and e, County of Ramsey, State of Minnesota.
	License Required	<u>Fee</u>
	Gasoline Station	\$130.00
The undersigned ap regulation as the Co Statue #176.182.	plicant makes this application pur uncil of the City of Roseville may	rsuant to all the laws of the State of Minnesota and from time to time prescribe, including Minnesota
Signature	9	
Date 6/13/1	3	
A fire inspection is inspection.	required before issuance of a l	icense. Please call 651-792-7341 to set up an
If completed license	should be mailed somewhere of	er than the business address, please advise.



# Cigarette/Tobacco Products License Application

Business Name SuperAmerica #4507	
	seville, MN 55113
Business Phone <u>(451-4-33-3845</u>	
Email Address	
Person to Contact in Regard to Business License:	
Name Karla Biaham	
Address	1 "
Phone	, , , , , , , , , , , , , , , , , , , ,
I hereby apply for the following license(s) for the term of one year, 130, 2014, in the City of Roseville, County of Ramsey, State	
License Required	<u>Fee</u>
Cigarette/Tobacco Products	\$200.00
The undersigned applicant makes this application pursuant to all the Council of the City of Roseville may from time to time prescribe	
Signature 44200	
Date	
If completed license should be mailed somewhere other than the	e business address, please advise.



# **Gasoline Station License Application**

Business Name	SuperAmerica #4	910 Avenue, Roseville, MN 55113	
Business Address	21/2 Lexington	Avenue, Rosevelle, MN 55113	
Business Phone	1051-487-1108	*	
Email Address		<i>or</i> L	
Person to Contact in	Regard to Business License:		
Name Kar	la Bigham	white the late of the second control of the	
Address	sancing	· · · · · · · · · · · · · · · · · · ·	<del></del>
Phone	and the same of th		
I hereby apply for the ending June 30, _\$\mu_0\$	e following license(s) for the term	n of one year, beginning July 1, <u>20/3</u> , and c, County of Ramsey, State of Minnesota.	
	License Required	<u>Fee</u>	
	Gasoline Station	\$130.00	
		rsuant to all the laws of the State of Minnesota and from time to time prescribe, including Minnesota	
Signature 5	9 2811		
Date 6/12/1	3		
A fire inspection is inspection.	required before issuance of a l	icense. Please call 651-792-7341 to set up an	
If completed license	should be mailed somewhere oth	er than the business address, please advise.	



# Cigarette/Tobacco Products License Application

		<u> </u>		
Business Name	Super America#	-4210		
Business Address	2179 Lexurigton	Avenue,	Roseville, Mi	455/13
Business Phone	651-484-11CK	<i>f</i>	/	ATTERNATION OF THE SAME AND THE
Email Address		<del>- 37</del> -		<del></del>
Person to Contact in	U Regard to Business License:	77		
Name Kar	la Bigham			
Address	<i>*</i>		* " * " J !	
Phone		CONTRACTOR STATE STATE OF THE S		
I hereby apply for the 30, 2014 in	e following license(s) for the ter the City of Roseville, County o	rm of one year, to f Ramsey, State	peginning July 1, <u>201</u> of Minnesota.	3, and ending June
	License Require	<u>d</u>	<u>Fee</u>	
	Cigarette/Tobacco Prod	ducts	\$200.00	
The undersigned app the Council of the Co	olicant makes this application p	ursuant to all the	laws of the State of M , including Minnesota	innesota and regulation as Statue #176.182.
Signature	4 ESVL			
Date(0/12/13	3			
If anymitated license	s should he mailed somewher	re other than the	husiness address, nle	ease advise.



# **Gasoline Station License Application**

	and the state of t	
Business Name	SuperAmerica +1	415
Business Address	2785 North Hav	uline Ave., Researce, MN 55/13
Business Phone	651-631-1241	
Email Address		<u>zy.s1</u>
Person to Contact in	Regard to Business License:	•
Name Kak	la Bigham	
Address	. "	way wandy,
Phone		
I hereby apply for the ending June 30,	following license(s) for the te	rm of one year, beginning July 1, <u>9013</u> , and lle, County of Ramsey, State of Minnesota.
	License Required	Fee
	Gasoline Station	\$130.00
The undersigned appl regulation as the Cou Statue #176.182.	icant makes this application p ncil of the City of Roseville m	oursuant to all the laws of the State of Minnesota and lay from time to time prescribe, including Minnesota
Signature 9	resul_	
Date 6/12/13	3	
A fire inspection is inspection.	required before issuance of a	license. Please call 651-792-7341 to set up an
If completed license:	should be mailed somewhere o	other than the business address, please advise.



# Cigarette/Tobacco Products License Application

Business Name	SuperAmerica #4/15		
Business Address	2785 North Hamlen	e Ave, Roscotte, N	IN 357/
Business Phone	<u>(651-631-124)</u>		
Email Address	1		
Person to Contact in	n Regard to Business License:		
Name Kar	la Bigham		
Address	Marin	1 4 (1 2 =	
Phone	- U		
I hereby apply for th 30, 2014, in	e following license(s) for the term of one y the City of Roseville, County of Ramsey, S	ear, beginning July 1, <u>2013</u> , and er itate of Minnesota.	nding June
	License Required	<u>Fee</u>	
	Cigarette/Tobacco Products	\$200.00	
The undersigned app the Council of the C	plicant makes this application pursuant to a lity of Roseville may from time to time pres	Il the laws of the State of Minnesota and r cribe, including Minnesota Statue #176.19	egulation as 82.
Signature	GERM		
Date 0/12/1	3		
If completed licens	e should be mailed somewhere other tha	n the business address, please advise.	



# **Gas Pumps - Private License Application**

		<u> </u>	
Business Name	Ryder Thi	ck Rental	
Business Address	2580 Lon	Lake R /	Roseu/19mn 55/13
Business Phone	65/636	6900	
Email address	_ www. R	yder. com	
Person to Contact in	Regard to Business License:	<u> </u>	
Name	Jett 1	Losenow	A. 10/
Address	1 / 1 //		
Phone			
I hereby apply for the 30, 20, in the	e following license(s) for the term the City of Roseville, County of R	of one year, beginning July amsey, State of Minnesota	1, 2013, and ending June
	License Required	<u>Fe</u>	
	Gas Pumps - Private	\$60.	00 0
The undersigned app the Council of the Ci	licant makes this application purs	uant to all the laws of the S ime prescribe, including M	tate of Minnesota and regulation as innesota Statue #176.182.
Signature	B/		
Date 6.	573		
A fire inspection is	required before issuance of a lic	ense. Please call 651-792	-7341 to set up an inspection.

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



# **Massage Therapist License**

Nev	v License Renewal
For	License year ending June 30. 2014
1.	Legal Name Charolette Moric Letournesu
2.	Home Address
3.	Home Telephone
4.	Date of Birth
	Drivers License Number
6.	Email Address
	Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes No I If ves. list each name along with dates and places where used.
8.	Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
9.	Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No
grad	use print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of luation from a school of massage therapy including a minimum of 600 hours in successfully completed rse work as described in Roseville Ordinance 116, Massage Therapy Establishments.
266	ance Department, License Division 0 Civic Center Drive eville, MN 55113
	ense fee is \$100.00  Ke checks payable to: City of Roseville



# Massage Therapy Establishment License Application

Business Name	work of	Heart Bodyw	ork LLC	
Business Address	2489 Ri	ce street	Suite 140	
Business Phone		4-2164		
Email Address	work of he	eart body work e	gmail, com	
Person to Contact in			•	
Legal NameCha	rolette Mari	ic Letournesu		
Address			$\equiv 4 I_{\perp}$ (6)	£ 1090
* 5		Date of B	Birth	· ,
Drivers License Numl	ber			
		s) for the term of one year, b e, County of Ramsey, and St	peginning July 1, 2013 tate of Minnesota.	_, and ending June
License Req	<u>uired</u>	<u>Fee</u>		
Massage The	rapy Establishmen	t \$300.00 \$150.00 Background Che	ck (new license only)	
the Council of the Citaddition, the applican	y of Roseville may t acknowledges tha	from time to time prescribe	e laws of the State of Minneson, including Minnesota Statue eviewing the background and cense from the City.	#176.182. <u>In</u>
I have attached a certific	cate indicating Work	ers Compensation coverage, ar	nd the appropriate fee(s).	
Signature Sura	W Setours	new		
Date 4/1///	3			

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



# **Massage Therapist License**

New License Renewal X
For License year ending June 30,
1. Legal Name May Elizabeth Piersia
2. Home Address
3. Home Telephone
4. Date of Birth
5. Drivers License Number
6. Email Address
7. Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes No I If ves. list each name along with dates and places where used.
8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.  Hear Hand Worspice 2685 Longlake Rd. Rossulle Mil.
9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No[N] If yes, explain in detail on a separate page.
Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.
Finance Department, License Division
2660 Civic Center Drive Roseville, MN 55113
License fee is \$100.00  Make checks payable to: City of Roseville



# **Massage Therapist License**

New License Renewal X
For License year ending June 30, 2013
1. Legal Name Laura Princes Ocampe
2. Home Address
3. Home Telephone
4. Date of Birth
5. Drivers License Number
6. Email Address
7. Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes Mo If yes list each name along with dates and places where used.
8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.  Roseville Acceptance of Massage 2201 Lexing ton Aue  Laseville, MN 55113  9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No Yes, explain in detail on a separate page.
Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.
Finance Department, License Division 2660 Civic Center Drive Roseville, MN 55113
License fee is \$100.00 Make checks payable to: City of Roseville



# Cigarette/Tobacco Products License Application

Business Name	Poseville Mar	athon		
Business Address	2216 County Pd 1	) West	poseville, 1	N 66/12
Business Phone	(661) 633-11	5		
Email Address		. et		
Person to Contact in	Regard to Business License:			
Name	Heather Sax	nau		
Address	- · · · · · · · · · · · · · · · · · · ·			
Phone			/ - · - /	101
	following license(s) for the term of one ye ne City of Roseville, County of Ramsey, St		, <u>2013</u> , and end	ing June
	License Required	<u>Fee</u>		(3)
	Cigarette/Tobacco Products	\$200.00		
	icant makes this application pursuant to all y of Roseville may from time to time preso			-

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



## **Gasoline Station License Application**

Business Name	Poseville	Maraghon LD W, PoseMe	
Business Address _	2216 County Pa	LD W, Poseville	MN 551/2
Business Phone	(651)	1633-1161	
Email Address	J. C		
Person to Contact in I	Regard to Business License:		
Name	Heather	Jaman	
Address	· · · · · · · · · · · · · · · · · · ·	·. <u>L</u>	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Phone	*	,	
I hereby apply for the fending June 30,	following license(s) for the term	m of one year, beginning July e, County of Ramsey, State of	1, <u>2013</u> , and Minnesota.
	License Required	<u>Fee</u>	
	Gasoline Station	\$130.0	00
regulation as the Coun Statue #176.182.  Signature  Date	cant makes this application purcil of the City of Roseville ma	y from time to time prescribe,	including Minnesota
inspection.	quited before issuance of a	ncinc. I rease can usi-//2-/	our to set ab an

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



## Cigarette/Tobacco Products License Application

Business Name	AMAROSE	Co	NVENIENC	<i>5</i> \$	TORE		
Business Address	1595	W.	HWY	36	#	245	
Business Phone	651-	636-	3849				
Email Address						***	
Person to Contact in I	Regard to Business	License:					
Name	TWDER	KAUR				<del> </del>	
Address	·		DV		·	, <u>-</u>	
Phone <u>651</u>	- 636 -	- 3840	7				
I hereby apply for the 30, 2014, in the	following license(s e City of Roseville	) for the term , County of R	of one year, begi amsey, State of N	nning July Minnesota.	1, <u>20</u>	3, and ending	June
	License	e Required		<u>Fee</u>			
	Cigarette/To	bacco Produc	ts	\$200.00	1		
The undersigned appli the Council of the City							ition as
Signature Ray	nder kan	<u>ル</u>					
Signature Raying  Date 06 03	2013	<del></del>					
If completed license	· should be mailed :	somewhere o	ther than the bu	ısiness ado	dress, plea	se advise.	



## Cigarette/Tobacco Products License Application

	<u> </u>	^		
Business Name	CRUIX OIL	Company	- 465	
Business Address	CLUIX CONVEN	DALE ST.	Raseville	MNSSII3
Business Phone	651-489-8	735 <i>9</i>		
Email Address				
Person to Contact in	Regard to Business License:			
Name	ES VANDINBLEAT	-		
Address		1,		S =
Phone				
	following license(s) for the term he City of Roseville, County of			ending June
	License Required	Fee	<u> </u>	
	Cigarette/Tobacco Produ	icts \$200.	00	
	licant makes this application purity of Roseville may from time to		Minnesota Statue #176.	.182.
Signature	and the second	MARILE J. OL	1/20/02	
Date 66	13			
74 1 1 1 1 1		-414141 h		

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



## **Gasoline Station License Application**

Business Name	CRUIX OIL CON CRUX CONVENIENCE	MPANY - B-DALE #	=68	
Business Address	2151 NORTH			MN 5543
Business Phone	651-489-83	59		
Email Address				
Person to Contact i	n Regard to Business License:			
Name D6	B VANDINBURG	- CONTRUL	w	
Address		- 110007101-	111.0	
Phone				
I hereby apply for the ending June 30, _>	ne following license(s) for the to	erm of one year, beginn ille, County of Ramsey	ing July 1, <u>2013</u> , State of Minnesota.	, and
	License Required		<u>Fee</u>	
	Gasoline Station		\$130.00	
regulation as the Co	plicant makes this application pouncil of the City of Roseville n	pursuant to all the laws hay from time to time p	rescribe, including Mi	innesota
Statue #176.182.	1111111	MARK J.	OMEN !	RESIDENT
Signature	and to	ETTANGE J	C. C. C. C.	
Date 66	13			
A fire inspection is inspection.	s required before issuance of	a license. Please call 6	51-792-7341 to set u	p an
If completed license	e should be mailed somewhere	other than the business	address, please advise	<b>.</b>



### Alcohol and Gambling Enforcement Division 444 Cedar Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

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

Church of Corpus Christi  Address  City  State  Zip Code  2131 Fairview Avenue N  Roseville  Minnesota  55113  Maureen Boxrud  Forme phone  651-206-2037			Date organize	d	Tax exempt number
Address City State Zip Code Roseville Minnesota 55113    Same of person making application   Business phone   Home phone	hurch of Corpus Christi				TAX EXEMPT HOMIDE
Add New Officer  City State Zip  Add New Officer  Corganization of the church building on church grounds located at address above. (If inclement weather beer will be service.)  APPROVAL  APPROVAL  APPROVAL  APPROVAL  APPROVAL  APPROVAL  City/County  Date Fee Pald  Minnesota  Minnesota  S5113  Minnesota  S512-206-2037  City State  City State  City State  City State  City State  Zip  Minnesota  Minnesota  City State  City  State  City  State  S5113  Add New Officer  S6120  Add New Officer  Add New Officer  S6120  Add New Officer				State	7in Cada
Name of person making application    Business phone	2131 Fairview Avenue N				
Date(s) of event  Type of organization  Uly 6, 2013  Organization officer's name  Organization  Minnesota  Date Fee Paid  Organization  Type of organization  Other non-profit  Permit Date  Officer  Organization  Organization  Organization  Other non-profit  City  State  Zip  Minnesota  State  Zip  Minnesota  State  S	Name of person making application				<del></del>
Type of organization     Club   Charitable   Religious   Other non-profit   Club   Club   Charitable   Religious   Other non-profit   Club   Club   Club   State   Zlp   X   Father Robert Fitzpatrick   Roseville   Minnesota   S5113    Add New Officer   Docation where permit will be used. If an outdoor area, describe, ear will be served outside of the church building on church grounds located at address above. (If inciement weather beer will be served outside of the church building on church grounds located at address of the liquor license providing the service.  The applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  The applicant will carry liquor liability insurance please provide the parrier's name and amount of coverage.  APPROVAL   APPLICATION MUST BE APPROVED BY CITY OR COUNTY SEPORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT    APPROVAL   APPLICATION MUST BE APPROVED BY CITY OR COUNTY SEPORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT    City/County   Date Approved    City Fee Amount   Permit Date   Permit Date    Date Fee Paid	Maureen Boxrud				Trottie prione
Organization officer's name  City  State  Zip  X Father Robert Fitzpatrick  Add New Officer  Docation where permit will be used. If an outdoor area, describe, eer will be served outside of the church building on church grounds located at address above. (If inciement weather beer will be sen the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service, the applicant will carry liquor liability insurance please provide the parrier's name and amount of coverage.  APPROVAL  APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  APPLICATION OF THE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  City/County  Date Approved  City Fee Amount  Permit Date  Date Fee Paid	Date(s) of event		<del></del>		<u> </u>
Add New Officer  Add New Officer Docation where permit will be used. If an outdoor area, describe, ear will be served outside of the church building on church grounds located at address above. (If inciement weather beer will be send the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service, the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  APPROVAL  APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  City/County  Date Approved  Date Fee Paid  Date Fee Paid  Date Fee Paid	uly 6, 2013		_	SZIn_tr ≀	F-1 4.4
Father Robert Fitzpatrick  Add New Officer  Describe Service Seer will be used. If an outdoor area, describe, seer will be served outside of the church building on church grounds located at address above. (If inciement weather beer will be send the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service, the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  APPROVAL  APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  Solution  City/County  Date Approved  Date Fee Paid  Date Fee Paid  Date Fee Paid	Organization officer's name				
Add New Officer  ocation where permit will be used. If an outdoor area, describe.  eer will be served outside of the church building on church grounds located at address above. (If inclement weather beer will be send outside of the church building on church grounds located at address above. (If inclement weather beer will be send outside of the church building on church grounds located at address above. (If inclement weather beer will be send outside of the church building on church grounds located at address above. (If inclement weather beer will be send the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  The applicant will carry liquor liability insurance please provide the parrier's name and amount of coverage.  APPROVAL  APPLICATION MUST BE APPROVED BY CITY OR COUNTY SEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  So o Date Approved  City/County  Date Approved  Date Fee Paid  Date Fee Paid  Date Fee Paid	X Father Robert Fitzpatrick		<del></del>		- Lip
the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  APPROVAL  APPROVAL  APPLICATION MUST BE APPROVED BY CITY OR COUNTY SEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  SOLO City/County  Date Approved  City/Fee Amount  Date Fee Paid  Date Fee Paid	Add New Officer	_ <u></u>		711111111111111111111111111111111111111	
APPROVAL  APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  City/County  Date Approved  City Fee Amount  Date Fee Paid  Date Fee Paid					
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT  City/County  Date Approved  City Fee Amount  Permit Date  Date Fee Paid	the applicant will carry liquor liability insurance please provide	the carrier's name	e and amount	of coverage.	
SO. 00  L/1/3 City Fee Amount Permit Date  Date Fee Paid  Date Fee Paid		the carrier's name	e and amount	of coverage.	
Date Fee Paid  Date Fee Paid	APPLICATION MUST BE APPROVED BY CITY OR COUNTY BE ROSLUILE	PPROVA:			
Just J	APPLICATION MUST BE APPROVED BY CITY OR COUNTY BE  ROSE WITLE  City/County  SO. 00	PPROVA:	O ALCOHOL AND	Sambling enf	DRCEMENT
nature City Clerkor County Official	APPLICATION MUST BE APPROVED BY CITY OR COUNTY BE ROSEVILLE City/County 50.00	PPROVA:	O ALCOHOL AND	SAMBLING ENF	DRCEMENT
	APPLICATION MUST BE APPROVED BY CITY OR COUNTY BE ROSE VILLE  City/County  City Fee Amount	PPROVA:	O ALCOHOL AND	SAMBLING ENF	DRCEMENT

NOTE: Submit thir form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.



## Massage Therapist License

New License Renewal
For License year ending June 30, $203$
1. Legal Name <u>Enin Fivers-Hill</u> 2. Home Address
2. Home Address
3. Home Telephone
4. Date of Birth
5. Drivers License Number
6. Email Address
7. Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes No Yes, list each name along with dates and places where used.
8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.  Pour Altobe W. Salon / Spa
9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No If yes, explain in detail on a separate page.
Please print this form and mail or hand-deliver along with a certified copy of a d ploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.
Finance Department, License Division 2660 Civic Center Drive Roseville, MN 55113
License fee is \$100.00 Make checks payable to: City of Roseville



## Cigarette/Tobacco Products License Application

Business Name	Murphy Petro lu	(C
Business Address	2164 Dale St. N.	Riscuille
Business Phone	651-487-7931	<u> </u>
Email Address		
Person to Contact in	Regard to Business License:	
Name Ma	H Musphy	
Address		
Phone		
I hereby apply for the 30, 2014, in t	following license(s) for the term of one he City of Roseville, County of Ramsey	e year, beginning July 1, <u>Jor3</u> , and ending June y, State of Minnesota.
	License Required	<u>Fee</u>
	Cigarette/Tobacco Products	\$200.00
The undersigned app the Council of the Ci	licant makes this application pursuant to by of Roseville may from time to time pa	o all the laws of the State of Minnesota and regulation a rescribe, including Minnesota Statue #176.182.
Signature	- My	
Date 6-3-1	3	

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



## **Gasoline Station License Application**

Business Name	Murphy Petro	Inc
Business Address	2164 Dale St. 1	Resertle 55113
Business Phone	651-487-7931	
Email Address		×2
Person to Contact in	Regard to Business License:	
14.4	ul. Mucol.	
Name <u>VV\q</u>	TTWW MOTING	0 1
Address	- CALIFORNIA III	
Phone		
		one year, beginning July 1,, and unty of Ramsey, State of Minnesota.
	License Required	<u>Fee</u>
	Gasoline Station	\$130.00
		at to all the laws of the State of Minnesota and m time to time prescribe, including Minnesota
A fire inspection is inspection.	required before issuance of a licen	se. Please call 651-792-7341 to set up an

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



## Cigarette/Tobacco Products License Application

Business Name	RBF, LLC of Wiscon	sin dha Rainbou	1 Foods #8802
Business Address	1201 Larpenteur Ave	inue W. Rosevi	11e MN 55113
Business Phone	<u>U51-488-1875</u>		
Email Address	· · · · · · · · · · · · · · · · · · ·		
Person to Contact in	Regard to Business License:		
Name UCC	sica Ditscheit, Parale	gal	
Address	~ · · · · · · · · · · · · · · · · · · ·	vicencer, vice	
Phone			
	following license(s) for the term of one he City of Roseville, County of Ramsey,		, and ending June
	License Required	<u>Fee</u>	
	Cigarette/Tobacco Products	\$200.00	
	licant makes this application pursuant to by of Roseville may from time to time pro		. —
If completed license	should be mailed somewhere other th	an the business address, pleas	se advise.



## **Amusement Device License Application**

Business Name	John Rose Oval Ide ARENa
Business Address	260/ Civic CTR Drive
Business Phone	260/ Civic CTR Drive Roseville MN 55/13 651-792-7036
Email Address	
Person to Contact is	n Regard to Business License:
Name Ge	orgia AWE
Address	
Phone	
	ne following license(s) for the term of one year, beginning July 1, 1013, and 15014, in the City of Roseville, County of Ramsey, State of Minnesota.
License Required	Fee Quantity Total
Amusement Device	\$15.00 <u>3</u> <u>45.00</u> (per machine)
regulation as the Co Statue #176.182.	plicant makes this application pursuant to all the laws of the State of Minnesota and uncil of the City of Roseville may from time to time prescribe, including Minnesota
A fire Inspection is inspection.	required before issuance of a license. Please call 651-792-7341 to set up an

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



## **Massage Therapy Establishment License Application**

Business Name	KAARI	<u> </u>	TO KAAA	4'S TH	TOUCH BRAPEUTIC
Business Address	3101 01	D Hwy	B SUTT	B104	POSOVILLED MA SSWZ
Business Phone		5.1238		, 	
Email Address	1550es.	in. +iss	ves @ h	otmail.	com
Person to Contact in	Regard to Busine	ess License:			
Legal Name KA	ARI A	KUUSI	STO		
Address	- UNIVER		·	72	¥
Phone 691.	235.12	38	Date of Birth		
Drivers License Numb	oer	V ,	, ,		
I hereby apply for the 31, 2014, in the	following license( ne City of Rosevil	(s) for the term of le, County of Ra	f one year, beginning the same of I	ng July 1, <u>20</u> Minnesota.	りる, and ending June
License Requ	<u>uired</u>	<u>Fee</u>			
Massage The	rapy Establishmer		ground Check (new	license only)	
the Council of the City	y of Roseville may t acknowledges th	y from time to tin at they are respon	ne prescribe, includ usible for reviewing	ling Minnesota S the background	innesota and regulation as Statue #176.182. <u>In</u> d and work history of their
I have attached a certific	ate indicating Worl	kers Compensation	coverage, and the ap	propriate fee(s).	a
Signature /	4 Juns	~			
Date 5/23/1	3				

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



## **Massage Therapist License**

New License Renewal
For License year ending June 30, 2014
1. Legal Name KAARI KUUSISTO
2. Home Address
3. Home Telephone
4. Date of Birth
5. Drivers License Number
6. Email Address
7. Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes No Figure 1 above?  Yes No Figure 2 above 1 above?  Yes No Figure 2 above 2 above 2 above 2 above 2 above 3 above 2 above 2 above 2 above 2 above 3 above 2 above 2 above 3 above 2 above 2 above 3 above 3 above 2 above 3 ab
8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.    YAAM S THOMADENT C + OUTH MYOTAS UAL PENDASS   3 0  000 thuy 8  SHE 104, POSCULUE, MN SS113   9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No! If yes, explain in detail on a separate page.
Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.
Finance Department, License Division 2660 Civic Center Drive Roseville, MN 55113
License fee is \$100.00 Make checks payable to: City of Roseville



## **Massage Therapist License**

New License Renewal
For License year ending June 30, 2013
1. Legal Name AliSMA JUNE Wiest
2. Home Address
3. Home Telephone
4. Date of Birth
5. Drivers License Number
6. Email Address
7. Have you ever used or been known by any name other than the legal name given in number 1 above?  Yes No No No If yes, list each name along with dates and places where used.
8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?  Yes No Yes, explain in detail on a separate page.
Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.
Finance Department, License Division 2660 Civic Center Drive Roseville, MN 55113
License fee is \$100.00  Make checks payable to: City of Roseville

## REQUEST FOR COUNCIL ACTION

Date: 6/17/2013

Item No.: 7.c

Department Approval

City Manager Approval

Ctton K. mille

P. Trudgen

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

#### BACKGROUND

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2 City Code section 103.05 establishes the requirement that all general purchases and/or contracts in

excess of \$5,000 be approved by the Council. In addition, State Statutes require that the Council

authorize the sale of surplus vehicles and equipment.

#### 6 General Purchases or Contracts

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

Department	Vendor	Description	Amount	Budget / CIP
Parks & Rec.	Upper Cut Tree Service	Ash Tree Removal	\$30,000	Budget

#### Comments/Description:

a) Remove ash trees as part of the EAB Removal Program

#### Sale of Surplus Vehicles or Equipment

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

Department	Item / Description

#### POLICY OBJECTIVE

18 Required under City Code 103.05.

#### 19 FINANCIAL IMPACTS

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

21

#### STAFF RECOMMENDATION

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

#### REQUESTED COUNCIL ACTION

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

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Prepared by: Chris Miller, Finance Director

Attachments: A: None

30

## REQUEST FOR CITY COUNCIL ACTION

DATE: **6/17/2013** ITEM NO: 7.d

Department Approval

City Manager Approval

Item Description:

Adopt a Resolution changing the Comprehensive Land Use Map designation; Adopt an Ordinance amending Zoning Map classification; and by Motion approve of a Parcel Combination, all for 600 County Road B and 2130 Dale Street and regarding a request by Mueller-Bies Funeral Home (PF13-007).

#### **Application Review Details**

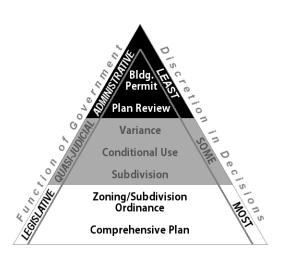
• RPCA prepared: May 30, 2013

• Public Hearing: June 5, 2013

• City Council Action: June 17, 2013

• Statutory Action Deadline: June 23, 2013

Action taken on proposed Comprehensive Plan and zoning amendments is **legislative** in nature; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community. Action taken on a subdivision proposal is **quasi-judicial**; the City's role is to determine the facts associated with the request, and apply those facts to the legal standards contained in State Statute and City Code.



#### 1.0 REQUESTED ACTION

Mueller-Bies Funeral Homes seeks approval of a **Comprehensive Plan land use map change, zoning map change, and parcel consolidation** to facilitate plans to purchase an adjacent residential property and consolidate it with the main property for the purpose of expanding the funeral home parking area.

#### 2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission (5-0 vote) to approve the proposed **Comprehensive Plan land use map change, zoning map change, and parcel consolidation**; see Section 7 of this report for the detailed recommendation.

#### 3.0 SUMMARY OF SUGGESTED ACTION

Adopt a Resolution changing the Comprehensive Land Use Map designation from Low Density Residential (LDR) to Neighborhood Business (NB); Adopt an Ordinance amending Zoning Map classification from LDR to NB; and by Motion approve a Parcel Combination, all for 600 County Road B and 2130 Dale Street; see Section 8 of this report for the detailed action.

#### 4.0 BACKGROUND

- 4.1 The subject properties, located in Planning District 16, have Comprehensive Plan Land Use Designations of Low-Density Residential (LR) and Neighborhood Business (NB) and respective zoning classifications of Low-Density Residential-1 (LDR-1) and Neighborhood Business (NB) Districts. Although zoning maps have shown the Mueller-Bies property to be in the LDR-2 zoning district, this was revealed earlier this year to be a mapping error because the comprehensive rezoning process in 2010 included the rezoning of this property from its former R-2 zoning to its present NB zoning so as to be consistent with the Comprehensive Plan's land use guidance.
- 4.2 The funeral home's acquisition of the property at 600 County Road B would create an internal parcel boundary which, because of setback requirements and other regulations, would complicate the proposed parking area expansion. The elimination of this internal parcel boundary (i.e., the PARCEL CONSOLIDATION) could be approved by the City Council without a public hearing but for the other essential aspects of the overall proposal. The parcel to be acquired is designated as a residential property in Roseville's Comprehensive Plan and zoned for residential uses in the zoning code; likewise, the funeral home property is designated in the Comprehensive Plan and zoned for businesstype uses. The seemingly simple act of consolidating abutting properties doesn't change the underlying regulatory characteristics of that land area. Therefore, if the application would only eliminate the internal parcel boundary, the newly-acquired residential property could only be used for residential purposes rather than for commercial parking. Because of this, the overall application also includes a proposed COMPREHENSIVE PLAN LAND USE MAP CHANGE and ZONING MAP CHANGE so that the now-residential land area is suitably guided and zoned for the intended commercial use.
- 4.3 An applicant seeking approval a COMPREHENSIVE PLAN LAND USE MAP CHANGE and/or ZONING MAP CHANGE is required to hold an open house meeting to inform the surrounding property owners and other interested individuals of the proposal, to answer questions, and to solicit feedback. The open house for this application was held on April 9, 2013; the summary of the open house meeting provided by the applicant is included with this staff report as Attachment C

#### 5.0 Proposal Analysis

5.1 PARCEL RECOMBINATION: City Code §1104.04 (Platting Variations and Minor Subdivisions) establishes the consolidation process as an alternative to the plat process to simplify those subdivisions which seek "to consolidate two or more contiguous parcels...[in such a way that will] not cause any portion of the existing lots, parcels or existing buildings to be in violation of this regulation or the zoning code." Since there are no size requirements for NB-zoned parcels, the current proposal will meets these criteria so long as the existing residence is removed from the property. A diagram illustrating the proposal is included with this report as Attachment D.

- 5.2 COMPREHENSIVE PLAN LAND USE MAP CHANGE: City Code §201.07 (Comprehensive Plan Amendments) allows property owners to seek, and the Planning Commission to recommend, changes to the Comprehensive Plan; a recommendation by the Planning Commission to approve a change to the Comprehensive Plan must have the affirmative votes of at least 5/7ths of the Planning Commission's total membership. While the Comprehensive Plan is generally protective of residential properties, and is especially sensitive to those that are adjacent to commercial properties, the subject residential property is one of only three that are rather isolated among the multi-family and commercial properties along this busy stretch of County Road B. The fact that the Comprehensive Plan continues to guide these properties for residential purposes, however, is more out of deference to those homeowners rather than the result of an objective assessment of the most appropriate long term use of the properties. Taking all of this into account, the Planning Division believes that the proposed expansion of the parking area into what has been a residential property can do justice to the Comprehensive Plan's goals and policies by improving traffic circulation in the area and incorporating appropriate screening/buffering for the adjacent residential properties.
- ZONING MAP CHANGE: Assuming that the proposed parcel consolidation and the change to the Comprehensive Plan are supported and approved, the requested ZONING MAP CHANGE becomes a clerical step to ensure that the zoning map continues to be "consistent with the guidance and intent of the Comprehensive Plan" as required in City Code §1009.04 (Zoning Changes).

#### 6.0 PUBLIC COMMENT

Planning Division staff has received one letter from a nearby commercial business that is supportive of the request.

#### 7.0 RECOMMENDATION AND PLANNING COMMISSION ACTION

Based on the comments and findings outlined in Sections 4 – 6 of this report, the Planning Division recommends approval of the proposed PARCEL CONSOLIDATION, COMPREHENSIVE PLAN LAND USE MAP CHANGE, AND ZONING MAP CHANGE pursuant to Title 2 (Commissions), Title 10 (Zoning), and Title 11 (Subdivisions) of the City Code.

The duly-noticed public hearing for this application was held by the Planning Commission on June 5, 2013; draft minutes of the public hearing were unavailable at the printing of the report, however, no citizens addressed the Planning Commission. Planning Commissioners did have a couple of questions of staff regarding storm water management and easements. The Planning Commission voted (5-0) to approve the request as presented by the City Planner.

#### 8.0 SUGGESTED CITY COUNCIL ACTION

It is suggested that the Roseville City Council take the following action regarding the request by Mueller-Bies:

Adopt a Resolution amending the Comprehensive Land Use Map designation of 600 County Road B from Low Density Residential (LDR) to Neighborhood Business (NB);

**Adopt an Ordinance Rezoning** the property at 600 County Road B from Low Density Residential District (LDR-1) to Neighborhood Business District (NB);

#### By motion, approve the Recombination Minor Subdivision of 600 County Road B;

All based on the comments and findings of Sections 4-6 and the recommendation of Section 7 of this report.

**Prepared by: City Planner Thomas Paschke** 

651-792-7074 | thomas.paschke@ci.roseville.mn.us

Attachments: A: Area map D: Proposed plans

B: Aerial photo E: Resolution C: Open house materials F: Ordinance

#### **Attachment A for Planning File 13-007** 570 2194 535 IN / INST 591 563 HR / HDR-1 COUNTY ROAD B W 009 LR/LDR-1 DALE 592 HR/HDR-1 500 700 ST 500 30 2 629 LR / LDR-1 LR / LDR-2118 LR / LDR-LR / LDR-1 **ELDRIDGE AVE** LR / LDR-1 2112 630 200 662 LR / LDR-1 $\infty$ 2099 2100 POS/PF 29 LR / LDR-1 627 MONT LN **Location Map** 628 LR / LDR-1 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, Into Imply is letterial a legalary feculous unique for a survey and in is for interflicted to the sources regarding the area shown information and attail located in various city, county, stats and federal offices and other sources regarding the area shown, and is to be used for reference proposes only. The City does not represent what had the City does not suppose controlled to the city of the city Data Sources \* Ramsey County GIS Base Map (5/1/2013) Prepared by: For further information regarding the contents of this map contact: Site Location City of Roseville, Community Development Department, **Community Development Department** 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 LR / LDR-1 Comp Plan / Zoning Designations Printed: May 20, 2013 mapdoc: planning\_commission\_location.mxd arise out of the user's access or use of data provided.

## **Attachment B for Planning File 13-007**





Prepared by: Community Development Department Printed: May 20, 2013



#### Data Sources

\* Ramsey County GIS Base Map (5/1/2013)

\* Aerial Data: MnGeo (4/2012)

For further information regarding the contents of this map contact: City of Roseville, Community Development Department, 2660 Civic Center Drive, Roseville MN

#### Disclaimer

Discraimer

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 (CISI) bat used to prepare this map are error free, and the City does not represent that the GISI Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction to precision in the depiction of geographic feathers. If errors or director are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes \$466.03, Subd. 21 (2000), office of the control of the control





# II BUETOW 2 ARCHITECTS, Attachment C.

Mueller- Bies Funeral Homes

#### 6. Additional Required Information:

- a. Legal Description and PIN: see attached.
- b. Written narrative: see attached narrative prepared by Mueller-Bies Funeral Homes that was handed out at the Open House.

#### c. Open House Summary:

An Open House was held Tuesday evening April 9, 2013 at the Funeral Home from 6:30-9:00PM. It so happened to coincide with a service so that the neighbors that came could experience the parking need first hand. Please see the attached attendance sign in sheet for residents that came. Mueller- Bies staff in attendance included Rick Bies, Gary Bies, Laurie Bies, Jim Nielsen and Mod

A site plan of the proposed improvement was displayed for the residents viewing (see attached).

#### Comments/Observations that were discussed:

Feders of Buetow 2 Architects, Inc.

- 1. Existing lilacs on east property line of the new parking area- will these shrubs be able to be retained. The lilacs have some sentimental value since they have been there since the home was built. A survey will indicate where they fall with respect to the proposed parking lot and if they can be incorporated into the new plan, the Owners are open to keeping them. Most likely they will be affected by the construction because of their age and new plant material will be required.
- 2. Existing trees and brush on the south end of the property- the existing property has a severe drop off in elevation to the Park. Neighbors requested that the area be kept as natural as possible since the parking will encompass approximately one half of the property. The Owners desire to keep the south end as natural as possible. Also, it is a major visual amenity from the Funeral Home.
- 3. Existing grade elevation to the east of the proposed parking area- the adjacent neighbor was receptive to the improvement and was assured that the juncture between his yard and the new parking area would be finished in a satisfactory manner.
- 4.Emerald ash borer disease- a neighbor commented that there are a few trees that could become affected including existing boulevard trees. The Owner stated that they would work with the City to keep the streetscape of trees for the corner and property as green as possible.

#### Outcome of the Open House

All of the attendees were in favor of the proposed added parking as they had seen the need for it over time in the neighborhood.





Family Owned & Operated for Four Generations

We understand that parking can occasionally be an issue at this location. When we have a large service, or multiple services at the same time, our present lot is often not large enough to accommodate all the attendees. With a lack of convenient on-street parking available, a full lot often means traffic problems as people exit and re-enter the lot, and public safety concerns as people cross busy Dale Street from lots owned by neighboring businesses or nearby streets.

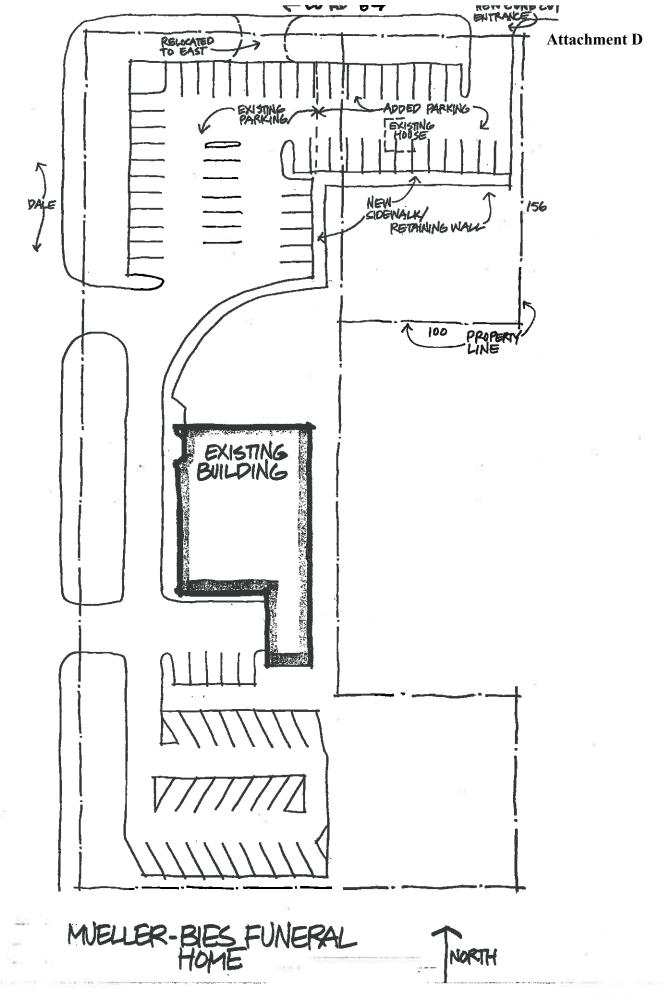
We strongly desire to be a good neighbor to the residents and businesses in our neighborhood, and wish to be able to accommodate the parking needs of the majority of attendees within the boundaries of our lot without causing overflow issues on the streets and lots around us. We have once previously acquired an adjacent property and converted it into additional parking; in 1986, we purchased the residential property at 2118 N. Dale Street, immediately to our south, and in 1989 constructed our current south parking lot on that property.

We feel that added parking will not create any nuisance to our neighbors, as all of our public events occur during reasonable hours. Also, due to the unique nature of our business, even large groups tend to be well-behaved and subdued. Essentially, even though we have high volume traffic at times, we are quiet, good neighbors.

We know that it can be frustrating for well-wishers and mourners to not be able to find parking when our lot is full. We know that people unable to find parking will frequently exit and re-enter our lot hoping for a spot to open, causing traffic delays and snarls on Dale and on County Rd B. We know that people will, on their own, find parking on nearby streets and in commercial lots owned by other business, negatively impacting our neighbors - and that people forced across the street by an inability to find adequate parking will often cross the busy streets without the aid of the crosswalk, creating a very serious public safety concern. We do our best to anticipate these issues and provide attendants to help people move through our lot and cross the street more efficiently and safely, but this is a small bandage on a larger issue.

We have a unique opportunity to do something we've wanted to do for a long time, but have been unable to do given the constraints of our property. Expanding our lot will greatly alleviate the strain we occasionally put on our neighborhood and aid us in our ongoing efforts to be a good neighbor, and a valuable, convenient and vital part of Roseville. We are always looking for ways to keep improving how we serve you, and we feel strongly that we need to take advantage of this opportunity to improve what is the single most common complaint we receive - inadequate parking, and its impact on the intersection and surrounding area.

We appreciate your support in this matter, and look forward to continuing to serve you for years to come.



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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 17<sup>th</sup> day of June 2013, at 6:30 p.m.

The following members were present: and the following were absent:	
Councilmember	introduced the following resolution and moved its adoption:
	RESOLUTION NO

# A RESOLUTION APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN MAP DESIGNATION FROM "LDR", LOW DENSITY RESIDENTIAL TO "NB" NEIGHBORHOOD BUSINESS FOR PROPERTY LOCATED AT 600 COUNTY ROAD B (PF13-007).

WHEREAS, the Planning Commission, at a public hearing held on June 5, 2013, pertaining to the request they received from Mueller-Bies Funeral Home for a Comprehensive Land Use Plan Amendment on property commonly known as 600 County Road; and

WHEREAS, the proposed Comprehensive Land Use Plan Amendment requires a map designation change from "LDR-1" (Low Density Residential-1 District) to "NB" (Neighborhood Business District"; and

WHEREAS, said property is legally described as:

That part of the E 100 feet of W 275.7 feet of N 400 feet of NW ¼ lying N of a line run from a point 193 feet S of NI and 175.5 feet E of WI of SD ½ to point on EI of W 275.7 feet 190 feet S of NI of SD ½ (subject to pathway in widened road in Document No. 2605106), in Section 13 Township 29 Range 23.

WHEREAS, after required public hearings, the Roseville Planning Commission recommended approval (5 - 0) of the request for a Comprehensive Plan Amendment, indicating support for the neighbor commercial development; and

WHEREAS, the Roseville City Council at their meeting of June 17, 2013, was presented with the project report from the Community Development Staff regarding the subject request; and

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby approves the amendment to the Comprehensive Plan from "LDR" (Low Density Residential) to "NB" (Neighborhood Business) for property located at 600 County Road B (legally described above), subject to the following conditions:

- a. The review and comments of the Metropolitan Council.
- **b.** Passage and publication of an ordinance properly and consistently rezoning of the subject parcel.

### **Attachment E**

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

WHEREUPON said resolution was declared duly passed and adopted.

#### ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE, CHANGING THE ZONING MAP DESIGNATION OF CERTAIN REAL PROPERTY AT 600 COUNTY ROAD B FROM LOW DENSITY RESIDENTIAL-1 (LDR-1) TO NEIGHBORHOOD BUSINESS DISTRICT (NB)

The City Council of the City of Roseville does ordain:

**Section 1. Real Property Rezoned.** Pursuant to Section 1009.06 (Zoning Changes) of the City Zoning Code of the City of Roseville, and after the City Council consideration on PF13-007, the following property, located at 600 County Road B, City of Roseville, is hereby rezoned from Low Density Residential District-1 (LDR-1) to Neighborhood Business District (NB).

*The property being legally described as:* 

That part of the E 100 feet of W 275.7 feet of N 400 feet of NW ¼ lying N of a line run from a point 193 feet S of NI and 175.5 feet E of WI of SD ½ to point on EI of W 275.7 feet 190 feet S of NI of SD ½ (subject to pathway in widened road in Document No. 2605106), in Section 13 Township 29 Range 23.

**Section 3. Effective Date.** This ordinance amendment to the City Code and Zoning Map shall take effect upon:

- 1. Acceptance by the Metropolitan Council of a corresponding Comprehensive Plan land use map change; and
- 2. The passage and publication of this ordinance.

Passed this 17th day of June, 2013.

## REQUEST FOR COUNCIL ACTION

Date: 6/17/13

Item No.: 7.e

Department Approval

City Manager Approval

Item Description: Adopt resolution Approving Cost Participation Agreement **PW2013-13** 

between Ramsey County and the City of Roseville for Larpenteur Avenue

construction work

#### BACKGROUND

Ramsey County is performing a concrete rehabilitation project on Larpenteur Avenue between

- Oxford Street and Dale Street. The project includes the removal of bad concrete panels, the
- rehabilitation of bad joints, and an overall grinding of the surface to provide a smoother ride.
- 5 Also included in this project are ADA pedestrian improvements for the intersection at Fernwood
- 6 Avenue and at Victoria Street. The improvements include the installation of ADA compliant
- 7 pedestrian ramps, Audible Pedestrian System components and countdown timers for the
- 8 crosswalks.
- 9 The construction cost participation and future maintenance responsibilities for the signal at
- Larpenteur Avenue and Fernwood Avenue is shared based on the jurisdiction of the streets at the
- intersection. The City of Roseville is responsible for 25% of the signal costs at this intersection.
- Ramsey County is responsible for 50% and St. Paul is responsible for the remaining 25%.

#### 13 POLICY OBJECTIVE

- The cost participation proposed in this agreement is consistent with the signal agreement and
- Ramsey County's cost participation policy. A copy of Agreement **PW2013-13** is attached. The
- 16 City attorney will review the agreement prior to approval.

#### 17 FINANCIAL IMPACTS

- The estimated cost for Roseville's share of this work, \$19,000, will be paid for using Municipal
- 19 State Aid funds.

#### 20 STAFF RECOMMENDATION

- Staff recommends that the City Council approve the attached resolution for Agreement
- 22 PW2013-13.

#### 23 REQUESTED COUNCIL ACTION

- Adoption of a resolution approving Cost Participation Agreement **PW2013-13** between
- 25 Ramsey County and the City of Roseville for Larpenteur Avenue construction work.

Prepared by: Debra Bloom Attachments: A: Resolution

B: Agreement

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

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

1	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of
2	Roseville, County of Ramsey, Minnesota, was duly held on the 17th day of June, 2013, at 6:00
3	p.m.
4 5	The following members were present: ; and and the following members were absent:
6	, and total ming members mere present.
7	
8	Councilmember introduced the following resolution and moved its adoption:
9	
10	RESOLUTION NO.
11	<b>RESOLUTION APPROVING AGREEMENT NO. PW 2013-13:</b>
12	RAMSEY COUNTY COOPERATIVE AGREEMENT WITH THE CITY OF
13	ROSEVILLE
14	
15	BE IT RESOLVED by the City Council of the City of Roseville, as follows:
16	
17	WHEREAS, the County has determined that there is justification and it is in the public's best
18	interest to perform maintenance work on Larpenteur Avenue; and
19	
20	WHEREAS, Larpenteur Avenue (CSAH 30) at the intersection of Fernwood Street is in the
21	City's of St. Paul and Roseville in Ramsey County; and
22	
23	WHEREAS, 25% of the construction cost for intersection improvements including traffic
24	control signals, pedestrian ramps, and emergency vehicle pre-emption at this intersection will be
25	funded by Roseville Municipal State Aid funds (S.A.P 160-221-008) funds; and
26	WINDER OF THE CONTROL
27	WHEREAS, preliminary study reports indicate it is feasible, practical and technically proper to
28	provide for the concrete rehabilitation, pedestrian ramps and updating of traffic signal systems;
29 30	and the Plans have been presented to the City
31	BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute the
32	Agreement and any amendments to the Agreement.
33	Agreement and any amendments to the Agreement.
34	The motion was duly seconded by Councilmember and upon vote being taken thereon, the
35	following voted in favor thereof: ; and and the following voted against:
36	, and the rond man against
37	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 17th day of June, 2013, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 17th day of June, 2013.

City Manager	

(SEAL)

Agreement PW2013-13

#### RAMSEY COUNTY COOPERATIVE AGREEMENT WITH THE CITY OF ROSEVILLE

Concrete Rehabilitation S.A.P. 062-630-013, S.A.P. 164-232-023, S.A.P. 164-178-003, S.A.P. 160-221-008, S.A.P. 138-596-001, North Oaks Local Funds Attachments: Engineers Estimate-Exhibit A Location Map

THIS AGREEMENT is between the City of Roseville, Minnesota ("City") or ("City of Roseville"), and Ramsey County, Minnesota ("County") or ("Ramsey County");

#### WITNESSETH:

WHEREAS, the Cities of White Bear Lake, St. Paul, Roseville, New Brighton, Maplewood, Arden Hills, Shoreview, Vadnais Heights, North Oaks and Ramsey County desire to perform concrete rehabilitation, concrete grinding, pedestrian ramps and traffic signal systems at various locations in Ramsey County; and

WHEREAS, Larpenteur Avenue (CSAH 30), Old Highway 8 (CSAH 77, Parkway Drive (CSAH 27), White Bear Avenue (CSAH 65) and County Highway 96 (CSAH 96); and all are designated as Ramsey County State Aid Highway roads; and

WHEREAS, the Project is designated as eligible to receive Surface Transportation Program ("STP") funds in an amount up to \$2,678,502.00, the STP funds will be applied as a ratio of STP funds to total project cost and applied to the federally eligible pay items; and

WHEREAS, this project has been designated as eligible for County State Aid Highway funds (CSAH) and Municipal State Aid Funds (MSA), reimbursement as S.A.P. 062-630-013, S.A.P. 164-232-023, S.A.P. 164-178-003, S.A.P. 160-221-008, S.A.P. 138-596-001 and North Oaks Local Funds; and

WHEREAS, Larpenteur Avenue (CSAH 30) at the intersection of Fernwood Street is in the City's of ST. Paul and Roseville in Ramsey County; and

WHEREAS, preliminary study reports indicate it is feasible, practical and technically proper to provide for the concrete rehabilitation concrete grinding, pedestrian ramps and updating of traffic signal systems; and the Plans have been presented to the City; and

WHEREAS, a preliminary estimate of project costs has been prepared and attached to this agreement as Exhibit A "Cost Participation Summary";

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

PW 2013-13 1 of 5

- 1. The County shall prepare the necessary plans, specifications, estimates and proposals in accordance with funding requirements to take bids for this project. Costs of project revisions after the completion of plans and specifications; will be paid for by the party requesting the revisions. Revisions must be consistent with State Aid requirements and are subject to County approval.
- 2. All City owned rights of way and easements within the limits of the project for roads, utilities and storm water are hereby granted to the County for the project use during construction.
- 3. The County shall take bids, prepare an abstract of bids and cost participation summary and award a contract for the project. Prior to County award of a contract, the County shall first receive concurrence from the City for award of the contract to the lowest responsible bidder.
- 4. Upon award of a construction contract the County shall perform or contract the performance of construction inspection.
- 5. The County and City shall participate, in principle, on the basis of construction costs and shares identified in accordance with Exhibit A, "Estimated Cost Participation Summary", attached and incorporated herein except as modified below. It is understood actual costs will be adjusted to reflect final construction elements as submitted to the City for approval at the time of final project completion.
- 6. The estimated total construction cost of the bid items is \$5,828,025.76. The costs will be paid by a combination of CSAH and City of St. Paul MSA, City of Roseville MSA funds, City of Maplewood MSA funds and North Oaks Local funds.
- 7. Any utilities or facilities modified or added to those provisions presently made in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees shall be negotiated at the time of supplemental agreement preparation.
- 8. The City of St. Paul shall pay to Ramsey County 25% of the cost of the addition of APS to traffic control signal system located on Larpenteur Avenue at Fernwood Street; the City of Roseville will pay 25% of the cost and the balance will be paid by the County. All costs will be calculated after the application of STP funds. The signals on Larpenteur Ave at the intersection of Fernwood Street shall be maintained in accordance with the existing Agreement #89002 for Maintenance of Traffic Control Signals and EVP System.
- 9. The cost for several items used at the intersection of Larpenteur Avenue at Fernwood Street will be determined by bid price as follows:
  - At the request of the City the brick pavers shall be salvaged and reinstalled. The County will calculate the cost to install concrete instead of pavers and any costs above the concrete cost amount will be City costs. For salvage brick pavers the County will pay the amount equal to the bid price for remove concrete sidewalk times the total estimated quantity (921) of salvage brick pavers. Roseville will pay any costs above that amount.

PW 2013-13 2 of 5

- At the request of the City the brick pavers shall be salvaged and reinstalled. The County will calculate the cost to install concrete instead of pavers and any costs above the concrete cost amount will be City costs. For install concrete pavers the County will pay the amount equal to the bid price for install 6" concrete walk times the total estimated quantity (733) of install concrete pavers. Roseville will pay any costs above that amount.
- At the request of the City the brick pavers shall be salvaged and reinstalled. The County will calculate the cost to install concrete instead of pavers and any costs above the concrete cost amount will be City costs. For install 6" concrete walk (special red) The County will pay the amount equal to the bid price for install 6" concrete walk times the total estimated quantity (187) of install 6" concrete walk (special red). The City will pay any costs above that amount.

All the costs referred to in this paragraph 9 will be calculated after the application of STP funds.

- 10. The County and City shall cost-share for the pay items: Mobilization; Field Office; Traffic Control; and Erosion Control Supervisor. Participation will be determined based on a ratio of construction costs which will be distributed to the City and County as shown in the Engineer's Estimate Exhibit A attached
- 11. The City shall reimburse the County for engineering costs incurred on its share of project design and administration, as set forth in Exhibit A, as a design engineering fee. Said fee shall be 12% of item costs for which the City is responsible, as determined at the time of contract award.
- 12. The City shall reimburse the County for engineering costs incurred on its share of project construction, as set forth in Exhibit A, as a construction engineering fee. Said fee shall be 12% of item costs for which the City is responsible, as determined upon completion of the project.
- 13. Quantity distributions are identified as shown in Exhibit A. Actual Cost shall be based on the contractor's unit prices and the quantities constructed. St. Paul's, Maplewood's, and North Oak's concurrence to their respective responsibilities are provided for in separate agreements -- Ramsey County Agreement No. PW2013-10, PW2013-11 and PW2013-12; respectively.
- 14. All liquidated damages assessed to the contractor in connection with the work performed on the project shall result in a credit shared by the Cities of St. Paul, Maplewood, North Oaks and Roseville and by the County in the same proportion as their responsibility for the cost of the element of the project for with the liquidated damages were assessed.
- 15. The City shall not specially assess or otherwise recover any portion of its cost for this project through levy or special assessments on County -owned property.
- 16. Throughout project design and construction, the County shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering fees and, at appropriate intervals, notify the City of its share of the costs for the City's items of

PW 2013-13 3 of 5

- work. City of Roseville shall pay its share of engineering fees and construction costs within twenty-one calendar days of receipt of the County invoice.
- 17. The City shall pay to the County all additional remaining costs for its share of the work upon notification by the County of the final amounts due to the contractor.
- 18. All payments by the City shall be to the Treasurer of Ramsey County, Minnesota.
- 19. The City of Roseville and Ramsey County shall indemnify, defend and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.
- 20. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City and County.

PW 2013-13 4 of 5

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

WHEREFORE, this Agreement is duly executed on the last date written below.

By:	
Its	
By:	
Its	
Date:	
RAMSEY COUNTY	
Julie Kleinschmidt, County Manager	
Date:	
Approval recommended:	
James E. Tolaas, Director Public Works Department	
Approved as to form and insurance:	
Assistant County Attorney	

CITY OF ROSEVILLE,

MINNESOTA

PW 2013-13 5 of 5

## REQUEST FOR COUNCIL ACTION

Date: 6-17-13 Item No.: 7.f

P. Trudgen

Department Approval City Manager Approval

Item Description: Approve July 4<sup>th</sup> Fireworks Display Contract

#### 1 BACKGROUND

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- On July 4<sup>th</sup> each year as a part of Rosefest, a full day long Community Celebration takes place in Roseville
- 3 Central Park. It is a time for the entire community to come together, celebrate community, have fun and
- engage. The day culminates with a fireworks display that entertains more than 20,000 people.

Enclosed is a proposed contract with Pyrotechnic Display, Inc. to provide the fireworks display. All

- necessary paper work is in place and the contract has been reviewed by the Risk Manager, City Attorney
- 8 and Fire Marshall.

#### 9 POLICY OBJECTIVE

To provide a safe, enjoyable and community gathering event for Roseville.

#### 11 FINANCIAL IMPLICATIONS

- The cost of the Fireworks Display is \$12,000 and will be taken from the 2013 adopted Parks and Recreation
- 13 budget.

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#### 14 STAFF RECOMMENDATION

- Based on the policy objective and a high level of interest and participation in this event, staff recommends
- approval of the attached contract.

#### 17 REQUESTED COUNCIL ACTION

- Motion authorizing the Mayor and City Manager to sign the attached contract with Pyrotechnic Display,
- Inc. to perform the 2013 Fireworks Display.

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A. Pyrotechnic Display, Inc. Contract

# PYROTECHNIC DISPLAY, INC. Display Contract

Attachment A	
For office use only	
Invoice number	W

This contract entered into this <u>8th</u> Day of <u>June</u> AD <u>2013</u> by and between PYROTECHNIC DISPLAY, INC. of Clear Lake, MN and <u>City of Roseville</u> (Customer) of City <u>Roseville</u> State <u>Minnesota</u>.

WITNESSETH: PYROTECHNIC DISPLAY, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2013 Customer Initial \_\_\_\_\_\_, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within twelve (12) months of the original display date. Customer shall remit to the first party an additional 18% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of PYROTECHNIC DISPLAY, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, PYROTECHNIC DISPLAY, INC. shall be entitled to 25% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to PYROTECHNIC DISPLAY, INC. 15% of the contract price.

PYROTECHNIC DISPLAY, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. PYROTECHNIC DISPLAY, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay PYROTECHNIC DISPLAY, INC. the sum of \$12,000.00 (Twelve thousand and 00/100 dollars) includes all taxes. A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

PYROTECHNIC DISPLAY, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of <u>420</u> feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorneys fees and court costs incurred by PYROTECHNIC DISPLAY, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECHNIC DISPLAY, INC.	CUSTOMER
By Mark & Ham	By
Date Signed: June 8, 2013	Its duly authorized agent, who represents he/she has full authority to bind the customer.  Date Signed
Name Mark C. Hanson	Name_
9405 River Road SE	(PLEASE TYPE OR PRINT) Address
Clear Lake, MN 55319 (800) 507-9074 Ex. 1	Phone
	Email

(SEAL)

CITY OF ROSEVILLE
BY: Daniel J. Roe, Mayor
, •
Patrick J. Trudgeon, Interim City Manager

# REQUEST FOR COUNCIL ACTION

Date: 6/17/13 Item No.: 7.g

Department Approval

City Manager Approval

Item Description: Adopt Resolution Requesting MnDOT to Conduct a Speed Study on

Cleveland Avenue, between County Road B-2 and Fairview Avenue

#### BACKGROUND

2 Minnesota Statute 169.14 sets forth speed limits to govern all roadways and alleys in the state.

- 3 Any posted speed limit greater or less than the statutory speed limits must be authorized by the
- 4 Commissioner of Transportation. Any alteration of statutory speed limits on any public road or
- street shall be based upon the results of an engineering and traffic investigation.
- 6 The Commissioner of Transportation sets regulatory speed limits on state and local roads based
- 7 on a thorough engineering and traffic investigation.
- 8 The speed limit on Cleveland Avenue between Fairview Avenue and County Road C2 is signed
- 30 mph. Just north of County Road C2 the speed limit on Cleveland is 40 mph. The City and
- 10 County has received several complaints about this speed limit being set too low. After
- responding to one such complaint this past winter, Ramsey County did some research and
- discovered correspondence from the Commissioner of Transportation, dated 1970, indicating
- that the speed limit on this street should be set at 40 mph. There is no record of this speed limit
- being changed by the Commissioner to the posted 30 MPH. As a result, the 30 MPH signage is
- 15 not enforceable.
- It is recommended that a road authority reevaluate non-statutory speed limits on segments of
- their roadways that have undergone a significant change in roadway characteristics or
- surrounding land use since the last review.
- The land use surrounding this road has changed significantly in the last 43 years. As a result,
- instead of just changing the speed limit to 40 MPH to be consistent with the 1970
- 21 Commissioner's Order, staff recommends that we have MnDOT conduct a speed study to
- determine what the appropriate speed limit for the road is at this time.
- Ramsey County owns Cleveland Ave north of County Road B2 and will also be requesting a
- 24 MnDOT to complete a speed study for their segment of road. A speed study by MnDOT will
- determine a safe and appropriate speed limit based on the road type, location, access points,
- traffic control devices, crash history, sight distances and test drives.

#### POLICY OBJECTIVE

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- Speed laws are created for the protection of the public and the curbing of unreasonable behavior.
- To effectively enforce a law, the public must believe that the law is reasonable. Minnesota's

- speed regulations are based on the same Basic Speed Law that is used in all 50 states: "No
- person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under
- 32 the conditions".
- 33 Statutory limits are based on the concept that uniform categories of highways can operate safely
- at certain preset maximum speeds under ideal conditions. Whether the speed limit is posted or
- not posted, drivers are required to reduce speed below these values for poor weather conditions,
- curves or hills and potential hazards such as pedestrians. Drivers must also reduce speed when
- approaching or passing emergency vehicles with emergency lights flashing.
- A council resolution requesting the study is required. The MnDOT Commissioner of
- Transportation is the only authority that may set and revise speed limits.

#### 40 FINANCIAL IMPACTS

The study is conducted by MnDOT, with no charge to the City of Roseville.

#### 42 STAFF RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

#### 44 REQUESTED COUNCIL ACTION

- Adoption of a Resolution Requesting MnDOT to Conduct a Speed Study on Cleveland Avenue
- between County Road B2 and Fairview Avenue.

Prepared by: Debra Bloom Attachments: A: Resolution

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

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

1	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of
2	Roseville, County of Ramsey, Minnesota, was duly held on the 17th day of June, 2013, at 6:00
3	p.m.
4	
5	The following members were present: ; and and the following members were absent:
6	
7	
8	Councilmember introduced the following resolution and moved its adoption:
9	
0	RESOLUTION NO.
1	RESOLUTION REQUESTING MNDOT TO CONDUCT
12	A SPEED STUDY ON CLEVELAND AVENUE FROM
13	COUNTY ROAD B2 TO FAIRIVEW AVENUE
14	
15	BE IT RESOLVED by the City Council of the City of Roseville, as follows:
16	
17	WHEREAS, the MnDOT Commissioner sets speed limits based upon an engineering study and
18	traffic investigation; and
9	
20	WHEREAS, MnDOT requires a resolution by the road authority requesting a speed study; and
21	
22	WHEREAS, the appropriate speed limit for Cleveland Avenue from County Road B2 to
23	Fairview Avenue needs to be determined by a MnDOT speed study; and
24	
25	BE IT FURTHER RESOLVED that the City of Roseville requests MnDOT complete a speed
26	study to determine the appropriate speed limit on Cleveland Avenue from County Road B2 to
27	Fairview Ave.
28	
29	The motion was duly seconded by Councilmember and upon vote being taken thereon, the
30	following voted in favor thereof: ; and and the following voted against:
31	WHEDELIDON and a second of the
32	WHEREUPON said resolution was declared duly passed and adopted.

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STA	ГЕ ОБ	MINN	ESOTA	)	
				) ss	

COUNTY OF RAMSEY )

Requesting MnDOT to Conduct a Speed Study on Cleveland Avenue

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 17th day of June, 2013, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 17th day of June, 2013.

City Manager	

(SEAL)

# REQUEST FOR CITY COUNCIL ACTION

DATE: **06/17/2013** 

ITEM NO: 9.a

Department Approval:

City Manager Approval:

P. Trudgen



Item Description: Adopt an Ordinance amending Sections 1005.02.I: Design

Standards and 1009.02.D.12: Specific Standards and Criteria regarding drive-through and refuse locations (**PROJ-0017**)

### **Application Review Details**

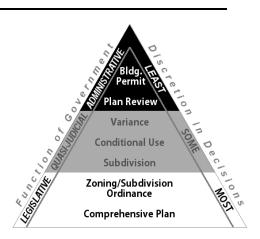
• RPCA prepared: April 25, 2013

• Public Haring: June 5, 2013

• City Council Action: June 17, 2013

• Statutory Action Deadline: Not Applicable

Action taken on a zoning ordinance (text) request is **legislative** in nature; the City's role is to determine, through testimony and information provided by staff, whether such a change is appropriate.



#### 1.0 REQUESTED ACTION

The Roseville Planning Division seeks amendments to Section 1005.02.I: Design Standards and Section 1009.02.D.12: Conditional Use, Specific Standards and Criteria - Drive-through Facilities to include flexible language regarding placement of such uses when adjacent to a public street.

#### 2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission (6-0) to approve the proposed ZONING TEXT AMENDMENT; see Section 7 of this report for a detailed recommendation.

#### 10 3.0 SUMMARY OF SUGGESTED ACTION

Adopt an Ordinance amending Section 1005.02.I: Design Standards and Section 1009.02.D.12: Conditional Use pertaining to drive-through and refuse locations; see Section 8 of this report for detailed action.

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#### 4.0 BACKGROUND

When the Planning Division and its consultant developed the design standards for the Commercial and Mixed-Use Districts during the Zoning Ordinance update, there was discussion and debate of certain sub-uses and whether greater flexibility should be offered. One area (in two separate code sections) proving to be a challenge is the treatment of drive-through facilities and refuse enclosures, specifically their proximity to an adjacent street and the fact that the current requirements do not always lead to aesthetically pleasing designs.

Below are the specific standards:

#### Section **1005.02.I: Design Standards** reads as follows:

I. Garages Doors and Loading Docks: Loading docks, refuse, recyclables, and/or compactors shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.

#### 1009.02.D.12: Conditional Uses; Specific Standards and Criteria

### 12. Drive-through Facilities:

- a. Drive-through lanes and service windows shall be located to the side or rear of buildings and shall not be located between the principal structure and a public street.
- b. Points of vehicular ingress and egress shall be located at least 60 feet from the street right-of-way lines of the nearest intersection.
- c. The applicant shall submit a circulation plan that demonstrates that the use will not interfere with or reduce the safety of pedestrian and bicyclist movements. Site design shall accommodate a logical and safe vehicle and pedestrian circulation pattern. Adequate queuing lane space shall be provided without interfering with on-site parking/circulation.
- d. Speaker box sounds from the drive-through lane shall not be loud enough to constitute a nuisance on an abutting residentially zoned property or property in residential use.
- e. Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.
- f. A 10-foot buffer area with screen planting and an opaque wall or fence between 6 and 8 feet in height shall be required between the drive-through lane and any property line adjoining a residentially zoned property or property in residential use.

In the case of Section 1005.02: Design Standards, refuse and recyclables are to be located on the rear and/or side of the building, however, there is no mention of the public street. The City Planner finds this to be shortsighted since the rear of a through lot is a public street, and for most of the Planner's tenure such accessory items have not been allowed to be visible to the public.

In the case of Section 1009.02: Conditional Use, Specific Standards and Criteria, a drive-through, on the other hand, can be only on the side of a building not adjacent a public street, which means there are no options or flexibility when a building lies adjacent to two or more public streets. The City Planner has determined that this, too, is shortsighted and difficult/challenging to achieve, and if/when achieved, it does not always provide the best design.

These particular standards were brought into question by the Planning Division when reviewing the Walgreens redevelopment proposal, prior to the plans being brought forward through the Conditional Use process. The existing Code requirements forced (since no flexibility exists) the drive-through to the north side of the building and the trash/recycling enclosure area to the east (Snelling Avenue), which, the City Planner would argue, is unattractive, uninviting, and places a nontraditional refuse area/item in plain view of the public.

Concerns and issues with these two requirements have come into play in recent months as the building market heats up in Roseville and more vacant or redevelopment sites are being looked at for development; some of the sites have more than one adjacent public street.

#### 5.0 Proposed Zoning Text Changes

The City Planner is seeking a few minor adjustments to each of the Zoning Ordinance sections to create a flexible design and location approach to the drive-through and/or refuse area.

#### Section **1005.02.I: Design Standards** to read as follows:

I. Garages Doors and Loading Docks: Loading docks, refuse, recyclables, and/or compactors shall be located, to the extent feasible, on rear or side facades that do not front a public street and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.

## **1009.02.D.12:** Conditional Uses, Specific Standards and Criteria to read as follows:

### 12. Drive-through Facilities:

a. Drive-through lanes and service windows shall be located to the side or rear of buildings and shall not be located between the principal structure and a public street, except when the parcel and/or structure lies

99		adjacent to more than one public street, and the placement is
100		approved by the Community Development Department.
101		b. Points of vehicular ingress and egress shall be located at least 60 feet from
102		the street right-of-way lines of the nearest intersection.
103		c. The applicant shall submit a circulation plan that demonstrates that the use
104		will not interfere with or reduce the safety of pedestrian and bicyclist
105		movements. Site design shall accommodate a logical and safe vehicle and
106 107		pedestrian circulation pattern. Adequate queuing lane space shall be provided without interfering with on-site parking/circulation.
108		d. Speaker box sounds from the drive-through lane shall not be loud enough
109		to constitute a nuisance on an abutting residentially zoned property or
110		property in residential use.
111		e. Drive-through canopies and other structures, where present, shall be
112		constructed from the same materials as the primary building and with a
113		similar level of architectural quality and detailing.
114		f. A 10-foot buffer area with screen planting and/or an opaque wall or fence
115		between 6 and 8 feet in height shall be required between the drive-through
116		lane and any property line adjoining a <u>public street or</u> residentially zoned
117 118		property or property in residential use <u>and approved by the Community</u> <u>Development Department.</u>
119	6.0	PUBLIC COMMENT
120		As of the time this report was prepared, Planning Division staff has not received
121		any communications from the public.
122	<b>7.0</b>	RECOMMENDATION
123		Based on the comments and findings outlined in Sections 4 and 5 of this report,
124		the Planning Division recommends approval of the ZONING TEXT CHANGE.
125		The duly-noticed public hearing for this application was held by the Planning
126		Commission on June 5, 2013; draft minutes of the public hearing were
127		unavailable at the printing of the report. No citizens addressed the Planning
128 129		Commission and Commissioners had no significant questions or concerns regarding the proposed text amendment. The Planning Commission voted (6-0)
130		to approve the request as presented by the City Planner.
131	8.0	SUGGESTED ACTION
132	0.0	Adopt an ordinance amending Section 1005.02.I: Design Standards and

1009.02.D.12: Conditional Uses, Specific Standards and Criteria - Drive-through

Facilities based on the comments of Section 4 and recommendation of Section 5

Prepared by: City Planner, Thomas Paschke (651-792-7074) thomas.paschke@ci.roseville.mn.us

**Draft Ordinance** 

A.

of this report.

Attachments

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#### City of Roseville

### ORDINANCE NO.

## AN ORDINANCE AMENDING SELECTED TEXT OF TITLE 10 ZONING ORDINANCE OF THE ROSEVILLE CITY CODE

### THE CITY OF ROSEVILLE ORDAINS:

**SECTION 1. Purpose:** The Roseville City Code is hereby amended to clarify the location of drive-through facilities and refuse uses (Commercial and Mixed-Use Districts – 1005) and to modify the specific standards and/or criteria related to drive-through facilities (Process -1009), of the Roseville Zoning Ordinance..

## SECTION 2. Section 1005.02.I: Garage Doors and Loading Docks is hereby amended as follows:

Garages Doors and Loading Docks: Loading docks, refuse, recyclables, and/or compactors shall be located, to the extent feasible, on rear or side facades that do not front a public street and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.

# SECTION 3. Section 1005.02.D.12: Conditional Uses, Specific Standards and Criteria for drive-through facilities is hereby amended as follows:

- a. Drive-through lanes and service windows shall be located to the side or rear of buildings and shall not be located between the principal structure and a public street, except when the parcel and/or structure lies adjacent to more than one public street and the placement is approved by the Community Development Department.
- b. Points of vehicular ingress and egress shall be located at least 60 feet from the street right-of-way lines of the nearest intersection.
- c. The applicant shall submit a circulation plan that demonstrates that the use will not interfere with or reduce the safety of pedestrian and bicyclist movements. Site design shall accommodate a logical and safe vehicle and pedestrian circulation pattern. Adequate queuing lane space shall be provided without interfering with on-site parking/circulation.
- d. Speaker box sounds from the drive-through lane shall not be loud enough to constitute a nuisance on an abutting residentially zoned property or property in residential use.
- e. Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.
- f. A 10-foot buffer area with screen planting and/or an opaque wall or fence between 6 and 8 feet in height shall be required between the drive-through lane and any property line adjoining a <u>public street or</u> residentially zoned property or property in residential use and approved by the Community Development Department.

- SECTION 5. Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.
- Passed this 17th day of June, 2013

# REQUEST FOR CITY COUNCIL ACTION

DATE: **6/17/2013** ITEM NO: 9.b

Department Approval

City Manager Approval

P. Trudgen

Item Description:

**Adopt an Ordinance** amending Section 1005.02.I and 1006.02.D, specific to Garage Doors and Loading Docks requirements, and the creation of a new definition in Section 1001.10 pertaining to overhead doors (**PROJ-0017**).

### **Application Review Details**

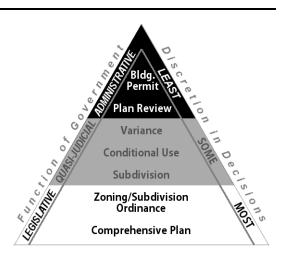
• RPCA prepared: May 29, 2013

• Public hearing: June 5, 2013

• City Council action: June 17, 2013

• Statutory action deadline: n/a

Action taken on a zoning text change request is **legislative in nature**; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.



#### 1.0 REQUESTED ACTION

Planning Division staff is requesting a ZONING TEXT CHANGE to Section 1005.02.I and 1006.02.D (Design Standards; Garage Doors and Loading Docks) clarifying types of doors and creating a new definition in Section 1001.10 regarding overhead doors.

### 2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission (6-0 vote) to approve the proposed ZONING TEXT CHANGES; see Section 7 of this report for the detailed recommendation.

#### 3.0 SUMMARY OF SUGGESTED ACTION

**Adopt an Ordinance** amending section 1001.10 Definitions and Section 1005.02.I and 1006.02.D, Design Standards pertaining to garage doors and loading docks; see Section 8 of this report for the detailed action.

#### 4.0 BACKGROUND

Since this request is initiated by the City rather than by an outside applicant, the Statemandated 60-day timeline does not apply; this is noted merely to explain the "n/a" (not applicable) notation in the Application Review Details section.

#### 5.0 PROPOSED ZONING TEXT CHANGES

The proposed zoning text changes are included with this report as Attachment A; proposed insertions will be represented in **bold** text, and proposed deletions will be shown in strikethrough text. A brief discussion of the proposed changes can be found in the following paragraphs.

- 5.1 Since the adoption of the Zoning Ordinance in December 2010, the reference to "garage doors" in certain districts has been viewed as inappropriate, while in other districts such reference has created some slight interpretation concerns. Since a garage door is associated more with living units than with a service bay or loading area, references to them and requirements for them in the Office/Business Park and Industrial Districts section of the Code should be stricken. To better clarify types of doors and associated use, the Planning Division suggests that the section be changed to "overhead doors" as a way to differentiate use and the interpretation that such doors are not supported along the front of a building. The Division would also add "service bay" to clarify the type of doors the requirements are addressing.
- 5.2 Section 1005.02I reads as follows:
  - Garages Doors and Loading Docks: Loading docks, refuse, recyclables, and/or compactors shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.
- 5.3 This section would be amended as follows: Loading docks Overhead doors, refuse, recyclables, and/or compactors shall be located on rear or side facades and, to the extent feasible, residential garage doors should be similarly located. Garage Overhead doors of attached residential garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks overhead doors, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.
- 5.4 Section 1006.02D reads as follows:
  - Garage Doors and Loading Docks: Loading docks shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front.
- 5.5 This Section would be amended as follows: Garage Doors and Loading Docks Overhead Doors: Loading docks Overhead Doors shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front.

As indicated above, giving reference to "overhead doors" creates the need for a definition so that it is clear what the term is referring to. This amendment would be to Section 1001.02 Definitions and would read as follows: Overhead Door: A door for vehicle access to loading docks, service bays, garages, or other similar areas that opens vertically or horizontally.

### 6.0 PUBLIC COMMENT

As of the time this report was prepared, Planning Division staff has not received any communications from the public.

#### 7.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 5 and 6 of this report, the Planning Division recommends approval of the ZONING TEXT CHANGE.

The duly-noticed public hearing for this application was held by the Planning Commission on June 5, 2013; draft minutes of the public hearing were unavailable at the printing of the report. No citizens addressed the Planning Commission, however, Commissioners did have a couple of questions of staff regarding consistency with the proposed amendments to Section 1005.02 and 1009.02D.12. The Planning Commission voted (6-0) to approve the request as presented by the City Planner.

#### 8.0 SUGGESTED ACTION

**Adopt an ordinance** amending Section 1001.02 Definitions, adding the definition of Overhead Door and amending the text of the "Garage Doors and Loading Docks" section of the Commercial and Mixed Use Districts (1005) and Employment Districts (1006) of the Roseville Zoning Ordinance and specific to the types of doors permissible on the front of a building based on the comments of Section 4 and recommendation of Section 5 of this report.

Prepared by: City Planner Thomas Paschke, 651-792-7074 | thomas.paschke@ci.roseville.mn.us

Attachment A. Draft Ordinance

### City of Roseville

OF THE ROSEVILLE CITY CODE

# ORDINANCE NO. \_\_\_\_ AN ORDINANCE AMENDING SELECTED TEXT OF TITLE 10 ZONING ORDINANCE

### THE CITY OF ROSEVILLE ORDAINS:

**SECTION 1. Purpose:** The Roseville City Code is hereby amended to clarify garage and dock doors, and loading docks, by creating a new definition for overhead doors and modifying current text in Sections 1005, Commercial and Mixed-Use Districts and 1006, Employment Districts.

#### **SECTION 2.** Section 1001.02, Definitions is hereby amended as follows:

Overhead Door: A door for vehicle access to loading docks, service bays, garages, or other similar areas that opens vertically or horizontally.

## SECTION 3. Section 1005.02I, Garage Doors and Loading Docks, is hereby amended as follows:

Loading docks Overhead doors, refuse, recyclables, and/or compactors shall be located on rear or side facades and, to the extent feasible, residential garage doors should be similarly located. Garage Overhead doors of attached residential garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks overhead doors, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.

## SECTION 4. Section 1006.02D, Garage Doors and Loading Docks, is hereby amended as follows:

Garage Doors and Loading Docks Overhead Doors: Loading docks Overhead Doors shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front.

**SECTION 5. Effective Date.** This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 17th day of June, 2013

# REQUEST FOR COUNCIL ACTION

Date: 06/17/2013 Item No.: 10.a

Department Approval

DIS

City Manager Approval

P. Trudgeor

Item Description: Public Works, Environment, and Transportation Commission Meeting

with the City Council

#### BACKGROUND

Each year, the Public Works, Environment, and Transportation Commission meets with the City

- 3 Council to review activities and accomplishments and to discuss the upcoming year's work plan
- and issues that may be considered. The following are activities of the past year and issues the
- 5 Commission would like to take up in the next year:
- 6 Activities and accomplishments:
  - o Comprehensive Storm water Management Plan
    - o Drafting of Complete Streets Policy
  - Recycling Contract and Community Values Process and draft RFP
- o Revised Assessment Policy
  - Metro Transit service discussion
  - o Committee work with Parks & Recreation NRATS on Pathway Master Plan
- o LED street lighting review
- Work Plan items for the upcoming year:
  - o Ms4 revised permit requirements
  - o Asset Management updates on an annual basis
  - Additional Pathway Master Plan work
- Question or Concerns for the City Council:
  - o Pavement Condition Index goals with cost benefits of the current targets
- o Metro Transit rapid transit process and Central Corridor re-routing of bus routes
  - Organized waste collection

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Prepared by: Duane Schwartz, Public Works Director

Attachments: A: None

# REQUEST FOR COUNCIL ACTION

Date: 06/17/13 Item No.: 13.a

Department Approval

City Manager Approval

P. Trudgen

Item Description: Approve Parks and Recreation Renewal Program Preliminary Plans

#### **BACKGROUND**

At your February 11, 2013 meeting, the implementation approach, schedule, public engagement strategy and process for delivering the Parks and Recreation Renewal Program (Renewal Program) was presented and discussed. Using that process to guide us, the Renewal Program is continuing to progress.

At your April 15, 2013 meeting staff reviewed with you a typical preliminary planning process using Lexington Park as an example including input methods, types of input gathered from the neighborhoods and community and the meeting summary recording format.

With guidance from the System Master Plan, including the concepts and previous working documents, final issues and ideas were gathered since February through a series of more detailed neighborhood and community meetings and workshops that were geared to specific parks/locations. Incorporating this array of input, preliminary plans were developed.

On May 13, 2013 you authorized the first set of preliminary plans to move to the next phase of the process that includes final design, plans and specifications to prepare projects for construction.

The second set of preliminary plans have been through the review process by the neighborhoods, community and the Parks and Recreation Commission and are ready for your consideration. Summary notes from the neighborhood/community meetings and the preliminary plan documents included in your packet for your review are as follows:

- Evergreen Park
- Oasis Park
- Rosebrook Park
- Sandcastle Park
- Southwest Roseville

While preliminary plans are complete for Rosebrook Park and Southwest Roseville, the land acquisition segment makes it more complex and will require more work with the community and neighborhoods and will be brought back to you for further discussion. Rosebrook Park and Southwest preliminary plans are not expected to be approved tonight.

The Renewal Program is a defined project and defined budget program. The preliminary plan schematics were developed as part of the overall community process and may include more than what the renewal program has defined. However, it is important that each park be considered through a "big picture"

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allowing neighborhoods to identify ideas and issues that may be able to be addressed during this Renewal phase within the allowed budget or something to strive for in the future. This approach will also provide a vision and may allow for other potential resources. To be clear on the identified projects and budgets of the adopted Renewal Program, they are specifically called out on the plan page, i.e. project and budget.

With the completion of the preliminary plans, the next neighborhood interaction will include a construction inform notice to the nearby park neighborhoods.

Michael Schroeder, LHB and staff will be at your meeting to review the above mentioned preliminary plan sets. The next step then will be to complete the detailed construction plans and specifications for the projects and begin work on the Renewal Program in the fall.

The following preliminary plan sets are still work in progress with a portion of them being brought to you to consider at a future meeting:

- Acorn Park
- Central Park Lexington
- Central Park Dale Street
- County Road B-2/Victoria sidewalk project
- Langton Lake Park
- Mapleview Park
- Owasso Ballfields
- Pocahontas Park
- Natural Resources category
- Trails/sidewalk category

As a part of the Renewal Program, the following parkland acquisitions are also anticipated:

- The former Mounds View School District offices property located at the corner of Hamline Avenue and Lydia Avenue and adjacent to Autumn Grove Park
- The former Press Gym site on Fry Street and adjacent to Rosebrook Park
- Search for opportunities in the southwest sector of Roseville

All Parks and Recreation Renewal related information is on the city website at <a href="www.cityofroseville.com">www.cityofroseville.com</a>, and then click on the Parks and Recreation Renewal tab on the left side of the screen. You can go into each project by location and view the meeting agendas, summary of the meetings and the preliminary plans. Information is also available at City Hall; feel free to contact staff for a review.

#### **POLICY OBJECTIVE**

It is the policy of the City to provide a community process and a thoughtful approach when making improvements to City facilities.

#### **BUDGET IMPLICATIONS**

There are no additional costs associated directly with approving the preliminary plans.

#### STAFF RECOMMENDATION

Based on the completion of the outlined process and public engagement strategy to deliver the Parks and Recreation Renewal Program, staff recommends approving the preliminary plans as presented with the next step being final design, plans and specifications.

**REQUESTED COUNCIL ACTION** 

 Motion approving the preliminary plans for Evergreen Park, Oasis Park and Sandcastle Park as presented with the next step being final design, plans and specifications.

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: Preliminary Plans and Summary notes for the following areas:

Evergreen Park
 Oasis Park
 Rosebrook Park
 Sandcastle Park
 Southwest Roseville

Page 3 of 3



# **Evergreen Park Implementation Planning Session One**

11 April 201317 Attendees signed in

#### Meeting input

Following an overview of the Parks and Recreation Renewal Program and its application to Evergreen Park, work session participants were asked to respond to questions about the evolution of the park under the renewal program. Responses are included in this summary.

At the end of the session, participants were asked to prioritize ideas discussed during the work session as individuals.

#### Exercise One Issues

As a large group, participants were asked to share their thoughts about issues related to the needs of or possibilities for a park in Southwest Roseville. Responses included:

- · Ice rink is poorly positioned. Hard to keep ice. Cold warming house. Rink is an eyesore.
- · More parking is needed for events
- Few bike racks
- · Access to second level of concessions building; second access [egress?] is needed
- · Bituminous path [to replace wood chip path between east fields?]
- Link paths through the park
- · Benches outside of the tennis court
- Segregated bathrooms—open to kids during programs, not open to other during programs
- Better use of rink space—Is it really used?
- · More shade trees
- Assess real needs for ballfields—How might some this space be better used?

#### **Exercise Two** Comments

Meeting participants were encouraged to submit comments separately from the overall discussion. Responses include:

- Please make this area more park-like, by installation of benches, shade trees, and natural amenities such as berms
- We don't use Evergreen Park—don't play softball/baseball. Can part of fields be dedicated to other sports like soccer? Or even just a walking trail? The Falcon Heights Park is a great model. More shade in playground, too.

Evergreen Park Implementation Planning Session One 11 April 2013 Page 2

- · Sports for grade school students is very structured in general.
- Underutilized rink—demo and use for more parking or other recreation facility. Fewer ballfields—need more green space for other age groups (than small children). Evergreen Park—before Little League—was an open grassy area, in part, where we could gather, play badminton, or volleyball—have picnics, etc. Summer music performances.
   Evergreen is now "INSTITUTIONALIZED." Where is the revenue? We spend all this \$\$ on ballfields and even pay for it—where is the income?
- My neighbors and I are NOT interested in active recreation, i.e., ballfields, tennis courts, hockey rinks. We are elderly. We like walking trails to points of interest—parks, shopping areas, etc.





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# Evergreen Park

## Roseville, Minnesota

et one	
et two [ne	ot used]
et three [n	ot used]
et four [ne	ot used]
et five [no	ot used]
et six [ne	ot used]
et seven [n	ot used]
eteight [n	ot used]

cheduled improvemen	nts)			
Improvements	Description	Budget	Construction to	iming Complete
Field improvements	improvements of baseball fields in two construction seasons including field renovation, drainage, irrigation, fencing, field equipment, access to upper floor of concessions building	\$400,000	Fall 2014	Summer 2016
Courts	resurfacing of courts, fencing, lighting	\$150,000	Spring 2014	Summer 2014
Stormwater improvements	possible stormwater quality improvements funding outside of the Parks and Recreation Renewal Program			
•••	***	***	***	***
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draft for discussion only 8 May 2013



sheet title

sheet number



park improvements plan



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draft for discussion only 8 May 2013



sheet title

sheet number



# Oasis Park Implementation Planning Session One

16 April 20135 Attendees signed in

#### **Meeting input**

Following an overview of the Parks and Recreation Renewal Program and its application to Oasis Park, work session participants were asked to respond to questions about the evolution of the park under the renewal program. Responses are included in this summary.

### Exercise One Issues

As a large group, participants were asked to share their thoughts about issues that needed to be resolved at Oasis Park. Responses included:

Get rid of the geese

Buckthorn is overgrowing the park
Oak trees shade the southern part of the
garden in the area of the old right-of-way
This is not a forest—it's an urban park

Water quality in the small pond is questionable; there is trash in the pond; the wetland needs to be improved How much will be spent on the new playground and much use will it get? It was noted that people with kids and daycare kids use it

The make-shift ice rink isn't used; it's a hazard for people who are walking (water

running down the hill)

It's very dark at the west end of the park Winter thaw makes the walk at the southeast corner very slippery The parking lot is in bad shape; it needs a

curb

C2 at cul-de-sac needs a sidewalk to Millwood with a bridge at the creek

There are dog droppings everywhere in the park

#### **Exercise Two Comparing directions/Ideas**

Work session participants compared and assessed concept plans that would orient the park to neighborhood or community use. As a preface to this exercise, it was noted that defining a community focus for the park was difficult for the same reasons of disconnectedness noted by residents.

Exercise Three was integrated into this exercise as a natural course of the discussion. Responses included:

Oasis Park Implementation Planning Session One 4 May 2013 Page 2

### Component, activity, or idea

Parking lot for 20 cars is filled during game; curb parking would be helpful; need to expand some for expanded community garden

More litter receptacles; placed closer to west; more recycling

Basketball on south side of parking is used by college kids

Connect Oasis to Langton (crossing Fairview is the problem)

Woods play should happened where two trees were taken out

Keep fields but make them smaller; move to northeast corner; the low area of the hill could be the field

Wood chips, not asphalt, for walking—not for biking

Don't expand community garden to edges

Playground on the hill, larger muscle-play area; take advantage of the slope

This is the turtle park

Gardens and art theme is good

Path around the lake would be a good idea

Trail around the lake could be a place for artwork

Urban forest—establish new trees, make it a wooded OASIS

Keep geese out of the yards with the path is put in

Meeting participants highly favored the idea of a path around the pond.





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## Oasis Park

## Roseville, Minnesota

Scheduled improvem	<mark>ents</mark>			
Improvements	Description	Budget	Construction	
			Start	Complete
Park building	1200 square feet, storage, restrooms, gathering space, work space, utility room	\$300,000	Fall 2014	Spring 2015
Park improvements	irrigation, community garden improvements, fencing, turf improvements	\$250,000	Fall 2014	Spring 2015
Playground	play equipment, surfacing, play container edge	\$125,000	Fall 2014	Spring 2015
•••	***			***
•••				

draft for discussion only 14 May 2013



sheet title

sheet num



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draft for discussion only 14 May 2013



overall park improvements

one

park improvements plan





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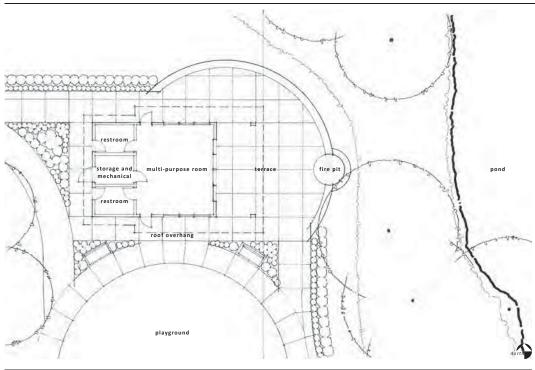
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park building and playground area

two



park building and terrace plan



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draft for discussion only 14 May 2013



park building and terrace

three



# Rosebrook Park Implementation Planning Session One

23 April 2013 4 Attendees signed in

#### **Meeting input**

Following an overview of the Parks and Recreation Renewal Program and its application to Autumn Grove Park, work session participants were asked to respond to questions about the evolution of the park under the renewal program. Responses are included in this summary.

#### Exercise One Issues

As a large group, participants were asked to share their thoughts about issues that needed to be resolved at Rosebrook Park. Responses included:

Parking; Frye Street—cars from one end to the other; parking lots are not big enough; people have to turn around in neighbors' driveways to get out of the neighborhood Softball fields—when there were fields—were too close; the fields intermingled and players never knew who was supposed to be using what field; the field would be wrecked from overuse; it takes a lot of work to keep up that amount of grass Unscheduled use wrecks the current fields—adult use in the problem, not the youth sports

The wading pool gets used by non-Roseville residents because it's one of the only pools around; homeless people use the pool for bathing

The building is a liability

The neighborhood is turning back to younger families; the park needs activities focused on youth

The Press Gym site is needed as an addition to the park; it would allow park uses to be spread out.

#### **Exercise Two Comparing directions**

Work session participants were asked to compare and assess concept plans that would orient the park to neighborhood or community use. Responses included:

Component or activity	Optimal location
Single soccer field with expanded	Favored for Rosebrook Park
open play area	
Parking expanded to serve	Favored for Rosebrook Park
soccer fields for adult use	
Community gardens focused for	Favored for Rosebrook Park

Rosebrook Park Implementation Planning Session One 23 April 2013 Page 2

senior housing and neighbors

Walking focused on internal

recreational loop

Wading pool replaced with

splash pad

Wild area along Snelling Avenue as a buffer to noise and traffic Parking expanded through

acquisition of Press Gym site

**Tennis courts** 

Favored for Rosebrook Park, especially with a connection

to senior housing

Favored for Rosebrook Park, noting that it's a good feature

in lieu of the wading pool

Favored for Rosebrook Park, with willows that grow fast

and can tolerate soils that stay wet

Favored for Rosebrook Park

Favored for Rosebrook Park, but should stay where they

are since they're new

#### Exercise Three Ideas

Participants were asked about ideas they might suggest as improvements to general park improvements, building and shelter, special features, and park programs, especially ideas that would address issues noted in Exercise One.

### General park improvements

Pickleball courts

Horseshoes

Lock fields at certain times to help maintain the field in good condition; need some kind of field use regulation

Get seniors to the community garden; a sidewalk on the north end of the senior housing could make the connection

Remote control of lighting for fields

#### Building and shelter

Restroom should be open more than just when the building is open

Make the open area in the building reservable, with a small kitchen—something that can be used by the neighborhood; consider a large single room, not one that is dividable

### Special features

A pavilion that can be used for puppet wagon events

The climbing rock would be cool

#### Park programs

No ideas offered

#### Other

No ideas offered





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# Rosebrook Park

## Roseville, Minnesota

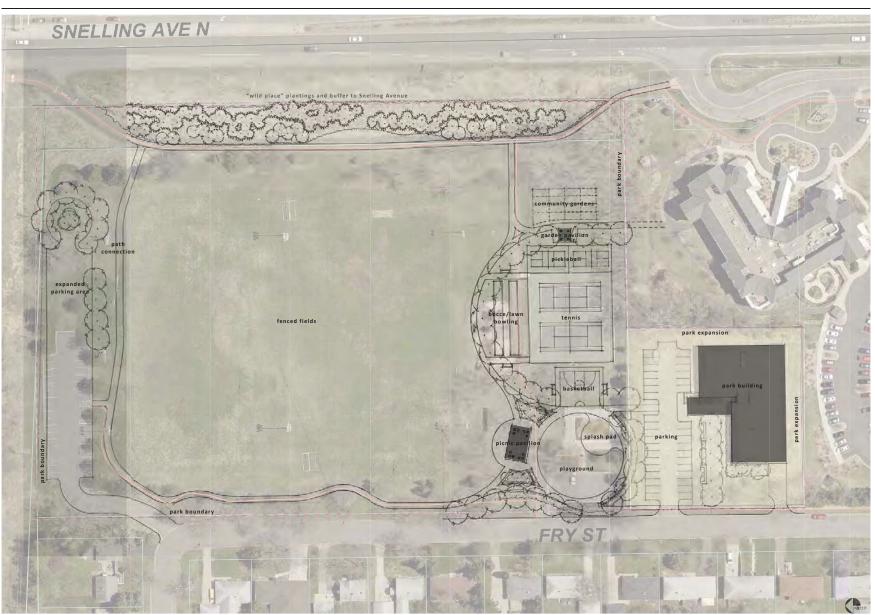
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sheet one	park improvements with Press Gym site/	Scheduled improvem				
	renovation of existing Press Gym building	Improvements	Description	Budget	Construction timing	
sheet two	park improvements with Press Gym site/ new building	Park building	approximately 2250 square feet including storage, restrooms, gathering space(s), work area, utility room	\$500,000	Start Fall 2014	Complete Spring 2015
sheet three	park improvements with no park expansion/ new building on existing park	Park improvements	water feature replacement for wading pool, upgrade irrigation to two-wire system, new lighting for tennis	\$355,000	Fall 2014	Spring 2015
sheet four	[not used]		court			
sheet five	[not used]	Land acquisition	potential acquisition of Press Gym property	\$700,000		
sheet six	[not used]		***			
sheet seven	Inot used)	•••				***

draft for discussion only 21 May 2013



heet title

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park improvements plan (Press Gym site/renovation of existing building)



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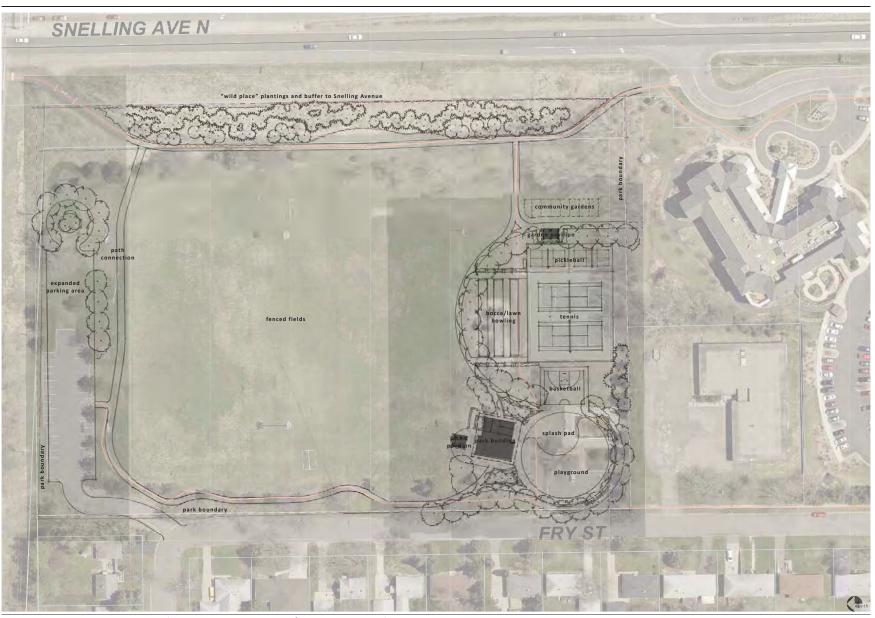
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#### ----

park improvements with Press Gym site/ renovation of existing Press Gym building

one





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park improvements with no park expansion/new building on existing park

two



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draft for discussion only 21 May 2013



park improvements with Press Gym site/new building

three

park improvements plan (Press Gym site/new park building)













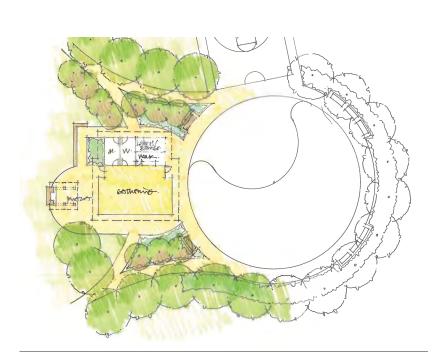
Roseville Parks and Recreation

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park building plan: concept for new park building



park building plan: concept for renovated Press Gym

draft for discussion only 21 May 2013



park building concept alternatives

four



# Sandcastle Park Implementation Planning Session One

4 May 2013 9 Attendees signed in

# **Meeting input**

Following an overview of the Parks and Recreation Renewal Program and its application to Sandcastle Park, work session participants were asked to respond to questions about the evolution of the park under the renewal program. Responses are included in this summary.

Meeting participants noted, as had occurred during the System Master Planning process, that this part of Roseville seems disconnected and distant from the rest of the community. For parks and recreation services, they feel nearby parks in Saint Anthony are currently serving many of their needs.

#### Exercise One Issues

As a large group, participants were asked to share their thoughts about issues that needed to be resolved at Sandcastle Park. Responses included:

Kids want to go to Watertower Park or Wilshire Park (of note, they don't want to go to Sandcastle to visit the building)
Distance to City Hall to reserve or pay for rentals is too great—it should be done electronically
No picnic tables

Dollars should be spent on something besides a building

A public meeting space is needed in this part of Roseville

Too much space dedicated to hockey

Lack of lights on hockey make is hard to get reasonable skating time Poor drainage in outfield Walking paths don't go anywhere; more connections are needed; no easy crossings of major roads

Dog waste is a big problem; no signs indicating people should pick up after their dogs

Significant amount of trash left in the park by a few park users; more receptacles are needed, especially at entrances

The park is small and not prominent from public road; parking should be off Old Highway 8
Park is dark

People who live near the park hear things going on at night that should not be happening in the park Kids play area and the basketball court are the most frequently used parts of the park

The neighborhood is smaller but just as diverse as any in Roseville

Sandcastle Park Implementation Planning Session One 4 May 2013 Page 2

Hockey rink wreaks havoc on grass

# **Exercise Two Comparing directions**

Work session participants compared and assessed concept plans that would orient the park to neighborhood or community use. As a preface to this exercise, it was noted that defining a community focus for the park was difficult for the same reasons of disconnectedness noted by residents. Responses included:

# Component or activity

The parking lot should be moved from the neighborhood side of the park to an area near Old Highway 8, or perhaps even removed from the park altogether

Tennis courts and basketball court should be retained, but the location shown nearer to Old Highway 8 would be preferred. In the current location, they are too close to neighbors, too tucked away, and too big for that area of the park.

The skating rink should be retained; it's hard to suggest elimination of an activity when its current condition doesn't encourage proper use.

People use the hockey rink and skating area. Broomball players use the hockey rink.

There are no programmed broomball leagues in the city.

There needs to be a stronger focus on activities for younger kids.

See input from Exercise Three for additional ideas about the evolution of the park.

#### Exercise Three Ideas

Working in small groups, participants were asked about ideas they might suggest as improvements to general park improvements, building and shelter, special features, and park programs, especially ideas that would address issues noted in Exercise One.

# General park improvements

Provide loops for walking paths

Have exercise stations along walking paths

More lighting for security

Enclosed dog play yard; the tennis court is sometimes used for this; it brings people to the park; maybe a hard surface in the hockey rink could serve this need

Bocce

Use the south leg of the park as a dog play area; may be too loud for neighbors Pay attention to youth needs—in a positive way; this should be a park all of the time

Real baseball field isn't needed, but a space that can accommodate ball play is needed

Sand volleyball—and let kids play in the sand

Pickleball for the "seasoned generation"

Skate park—the one in Saint Anthony is always filled, but it's nearby

Building and shelter

Sandcastle Park Implementation Planning Session One 4 May 2013 Page 3

Senior programs in the building—exercise, walking, pet care, recreational activities

What would the fee structure be for renting the building?

Don't build so much building that parking would overrun the park

Building at Central Park in Saint Anthony is a good example to follow

Building could be quite small; more of a picnic shelter with restrooms; maybe a small meeting room, but nothing else

Have a covered pavilion; find ways to extend the use season

Special features

No ideas offered

Park programs

No ideas offered

Other

No ideas offered





2660 Civic Center Drive Roseville, Minnesota 55113



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# Sandcastle Park

# Roseville, Minnesota

sheet one	park improvements plan
sheet two	park building plan
sheet three	[not used]
sheet four	[not used]
sheet five	[not used]
sheet six	[not used]
sheet seven	[not used]
sheet eight	[not used]

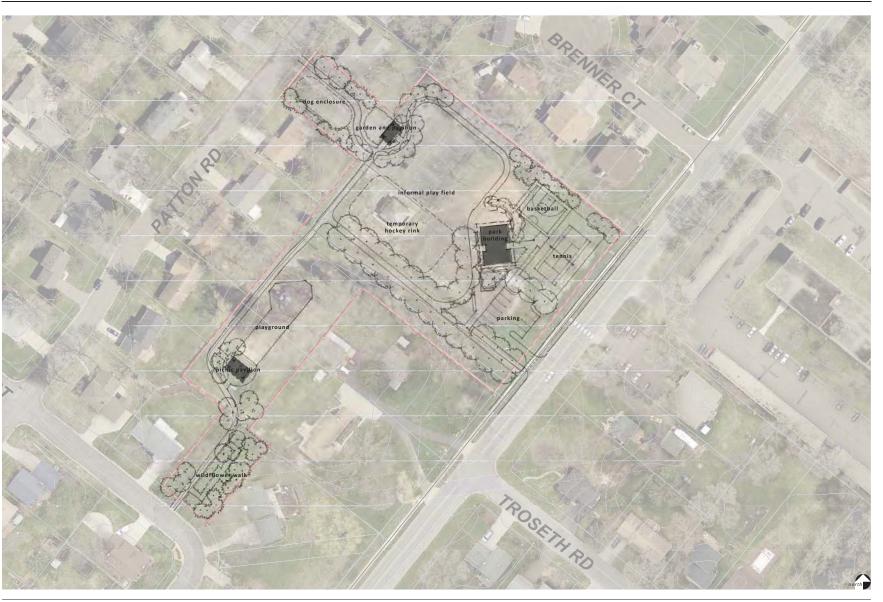
Improvements	Description	Budget	Construction timing		
			Start	Complete	
Park building	approximately 1200 square feet including storage, restrooms, gathering space, work area, utility room	\$300,000	Summer 2014	Spring 201	
Park improvements	fencing, turf improvements, lighting, court upgrades	\$275,000	Summer 2014	Spring 201	
•••					
	***				

draft for discussion only 23 May 2013



. . . . . . . . .

sheet num



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draft for discussion only 23 May 2013

preliminary design

park improvements plan

one

park improvements plan





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draft for discussion only 23 May 2013



park building plan

two



# Southwest Roseville Implementation Planning Session One

11 April 2013 17 Attendees signed in

# **Meeting input**

Following an overview of the Parks and Recreation Renewal Program and its application to Southwest Roseville, work session participants were asked to respond to questions about the evolution of the park under the renewal program. Responses are included in this summary.

At the end of the session, participants were asked to prioritize ideas discussed during the work session as individuals.

#### Exercise One Issues

Working in small groups, participants were asked to share their thoughts about issues related to the needs of or possibilities for a park in Southwest Roseville. Responses included:

# Group One

County Road B west of Cleveland—students and walkers have no shoulder Filthy pond between Saint Stephen and Fulham—related to Stonecrest drainage? No place for informal recreation

Connectivity to south of golf course

Safety hedge if using private property for ballgames at County Road B and Saint Stephen

Confused golf course members

Fairview Community Center fields—lack of access

Stalled nature of County Road B ownership between city and county

# **Group Two**

This is a drainage pond—I don't think it's viable for much else [note indicates a site containing a pond on the south side of Highway 36 service drive]

# **Group Three**

Focus on providing open space adjacent to high density uses such as Midland Grove or Sienna Green

Evergreen Park looks like a minimum security prison—therefore add more parklike aspects such as benches and trees; utilize existing shelter as a possible neighborhood meeting space

Find small spaces for neighborhood gathering spaces and [unreadable] for being in nature (reserve) such as the area undeveloped by baseball field south of Fairview; cooperative land uses with the school district on this parcel

Southwest Roseville Implementation Planning Session One 11 April 2013 Page 2

Connect the Green Apples into a Tree, with pathways and [ureadable] connections (benches, plantings)

# Exercise Two Ideas

Working in small groups, participants were asked about ideas they might suggest as possibilities, especially ideas that would address issues noted in Exercise One.

# **Group One**

Access to a possible park

Trail on B: Do what needs to be done to get ownership of County Road B (280 to Cleveland Avenue); create a trail along this road; would like a safe way to walk along Service 36, too.

Connecting neighborhoods north and south of golf course: As planned!!! Access to Lauderdale Park, etc.

Harriet Alexander Nature Center West: Purchase Mrs. Shannon's lot with combined HANC/city funds and develop nature center around existing wetlands Desired activities or park components

Informal space at County Road B and Saint Stephen: partner with the McCarthey's to support an open space on their flat property on County Road B and Saint Stephen—perfect for ball games (soccer, etc.). Signage to invite kids to play, hedge to catch balls from going into road.

Pocket Park: this refers to the area north of County Road B and between Cleveland and 280. This area needs a publicly-owned open space(s), not large, that can be used by neighborhood kids to engage in informal recreation activities, e.g. catch, 3 man-football, tag, etc. Non-organized. Could have a basketball hoop with small hard surface. All this would require some fencing, minor land improvements. Ideal would be the lot at County Road B and Saint Stephen. Don't know if present owners are interested in selling. They live at the corner of County Road B and Saint Croix.

Park qualities and character—things that make it special

No ideas offered

Programs specific to a park in Southwest Roseville

No ideas offered

#### Other

Improve pond health (between Fulham and Saint Stephen): visually unappealing, water becomes stagnant in the summer, garbage and dead wood is everywhere; could send email to neighborhood saying it's public

Manage area between Saint Stephen and Saint Croix (end of Service 36): let the public know it's theirs; email neighborhood?

Midland Hills access: partner with Midland Hills to allow access for community members—at least cross-country skiing in the winter; use signage to protect trail if spring skiing is too damaging for turf

#### **Group Two**

Evergreen is all active uses, possible for more passive re-create opportunity to

- enjoy solitude and native, even if it means giving up the underutilizing hockey rinks or two ball fields. Extend this concept into more inviting, green pathway connections—linear parks rather than just sidewalks and connections.
- 2) Find out ways of balancing passive and active recreational needs in SW Roseville. Right now the balance seems to us skewed towards active. Roseville has the highest proportion of elderly in the metro. What does this plan provide for that large group? Un-programmed, natural space.
- 3) Connect the Green Apples (see SW Roseville Approach) with linear parks, even utilizing such legal vehicles as easements, and connecting that speak in a poetic voice, in other words aesthetically and spiritually-uplift. Focus on connecting existing pathways—the missing links. Orchard Park (NE corner of Cleveland and County Road B). There are near [unreadable] open space parcels nearby. ETC: please give us a map which distinguishes existing sidewalks/paths and possible connections.

#### Exercise Three **Prioritizing**

After sharing ideas and recording them on lists, individuals were asked to indicate their priorities among ideas for the site, building, exhibits, programs, and other ideas by placing a 3 next to their highest priority, a 2 for their second highest priority, and a 1 for their third highest priority. They were also asked to place a star next to their overall favorite ideas. Responses were as follows:

	Priority points	Favorite idea	Idea description
	points	lucu	idea description
Access to a possible park location			on
	17	2	Create a trail on County Road B
	12	0	Safe crossing of Cleveland and County Road B, south side
	10	1	More paths, more park-like paths, connectors are parks
	6	0	Edges of Midland Hills as pathways
	3	0	Connect north and south across Midland Hills
	3	0	Resolve County Road B/280 ownership issue
	0	0	Safe place to walk along Service 36
Dark a	ualities and	character	
Park q	ualities and		Informational most timbely approximate most too atmost word
	26	0	Informal, not tightly organized, not too structured
	15	0	Saint Stephen storm pond and trail could be a positive feature
	10	0	Soften ballfield area of Evergreen Park and deal with the aesthetics of the fences
Desire	d activities	or park comp	onents

22 Smaller spaces for gathering especially where it can focus 1 on nature (including Fairview Field, County Road B, or Saint Stephen)

Southwest Roseville Implementation Planning Session One 11 April 2013 Page 4

13 0 Better balance between active and passive spaces, create places for play

Program	ns specific to a	ic to a new "park"		
	32	0	Give up some active space at Evergreen Park for informal space (especially consider the rink), picnic tables, more park-like	
Other				
	14	2	Partner with a landowner on a small parcel (County Road B or Saint Stephen)	
	13	2	Raise dollars to purchase Shannon property as West HANC (keep wildlife!)	
	9	0	Partner with Midland Hills to get neighbors onto their property during off-season	
	5	0	Focus park nearer to high density (Orchard Park as an example)	
	3	0	Recognize city-owned property as possible park	





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# Southwest Roseville

# Roseville, Minnesota

sheet one	preliminary parks stragegy
sheet two	initial park ideas
sheet three	initial park ideas
sheet four	initial park ideas
sheet five	[not used]
sheet six	[not used]
sheet six	[not used]
sheet seven	[not used]
sheet eight	[not used]

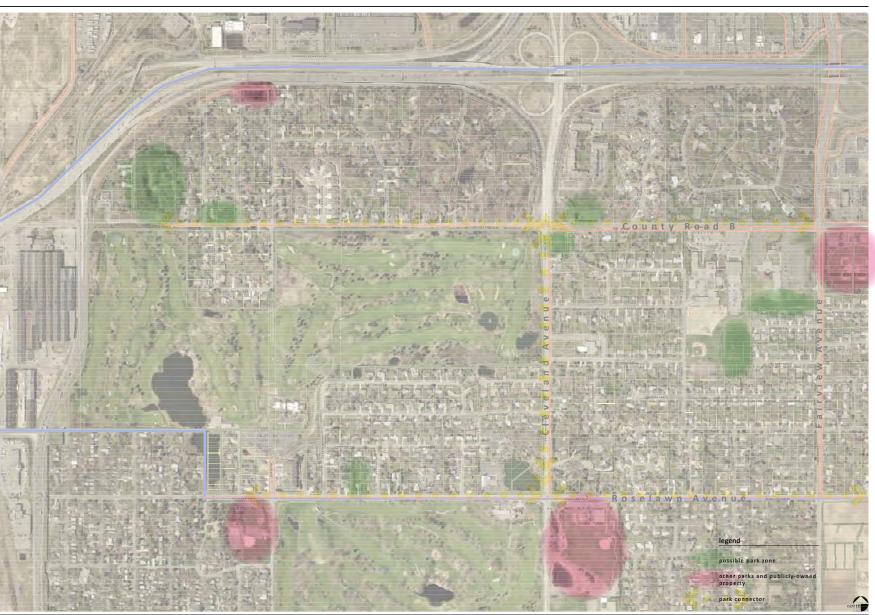
Scheduled improve	<mark>ements</mark>				
Improvements	Description	Budget	Construction til	ming Complete	
Site acquisition	acquisition of a site appropriate for park development	\$500,000	2013		
Park improvements	development of park on acquired site(s)	\$500,000	Spring 2014	Fall 2016	
	***	***	***		
***	***				

draft for discussion only 8 May 2013



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Southwest Roseville preliminary design

preliminary park strategy

one



#### Roseville Parks and Recreation

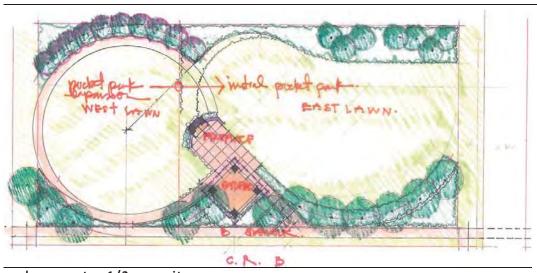
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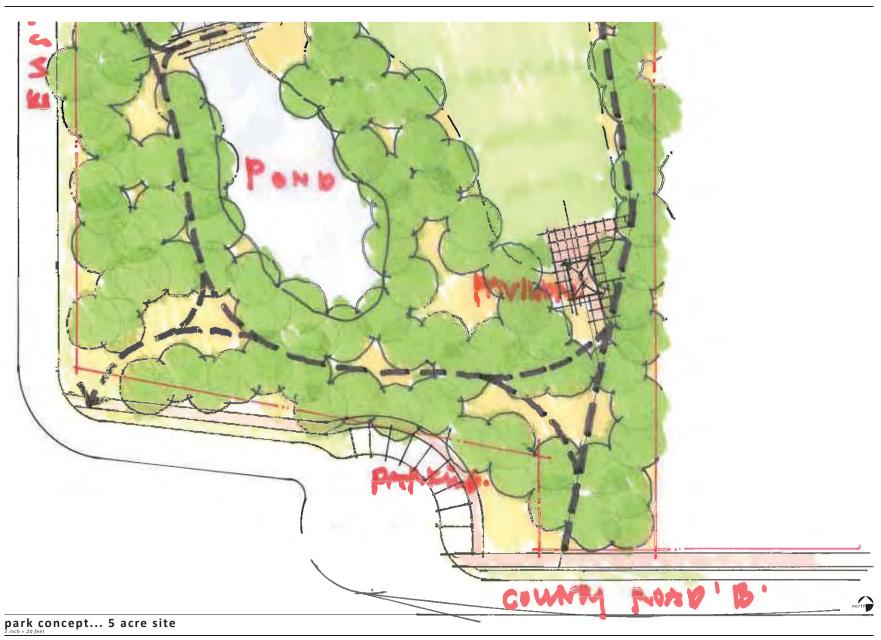
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park concept... 5 acre site

three (a)





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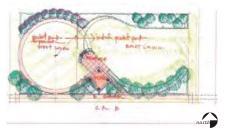
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three (b)



park concept... 5 acre site



park concept... 1/2 acre site



park concept... 2 acre site



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four

# REQUEST FOR COUNCIL ACTION

Date: 06/17/2013 Item No.: 13.b

Department Approval

D18

City Manager Approval

Item Description: Authorize Issuing Request for Proposals for Recycling Services

#### BACKGROUND

Roseville has contracted for curbside recycling service since 1992. The current contract expires

- at the end of 2013. At the January 7 meeting, the Council directed staff to draft a Request For
- 4 Proposals (RFP) for recycling services and have it reviewed by the Public Works, Environment
- 5 and Transportation Commission:
- 6 Mayor Roe suggested, before the RFP, that the PWETC review the process and then the City
- 7 Council review and formally authorize the RFP or submission for quotes.
- 8 (excerpt of January 7, 2013 City Council minutes)
- 9 The PWET Commission spent approximately four hours over the course of its February, March
- and May meetings reviewing, revising, and determining ranking percentages for a set of
- 11 Community Values to be incorporated into the RFP and then reviewing the draft RFP. The
- 12 Community Values are (see also Attachment B):

# Collection

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- Clean, quiet
- Impact on street (size and weight of trucks)
- 16 Ease of participation
- Flexibility of Co-mingling for resident
- More materials picked up plastics
- 19 Organics
- Materials are efficiently recycled (local markets, highest and best use for material)
  - Rewards for adding value (innovation)
- 22 Multi-family service

# Outreach

- Voluntary expansion to businesses
- Effective education of residents with measurement
- 26 Community involvement
- Annual report on what happens to material
- Outreach to low participating communities
- Outreach using electronic communications

# **Environmental Benefits**

- Assistance with Zero Waste events
- Reduced carbon footprint
- Environmentally Preferred Purchasing (EPP)

# Local vendor-terminal location

Also at its January 7 meeting the Council further directed staff to (after being reviewed by the PWET Commission) bring the RFP to the Council for review and approval. The RFP, which includes the revisions suggested by the PWET Commission and the City Attorney, is included as Attachment A to this Request for Council Action.

The PWET Commission also identified two issues for the Council to discuss: length of the contract, and ownership of single-stream carts.

# **Length of Contract**

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- Based on bids submitted as part of the RFP process in 2005 and in 2010, the City may get lower priced proposals for contracts that run five years as opposed to contracts that run three years. For instance, in 2005 the City proposed a five year contract and two of the proposers offered pricing that was lower than what was the current rate at that time.
- However, in 2010 the Council directed that the recycling contract be only a three year contract.
- All four proposers offered higher rates than what was the current rate. One proposer offered a five year contract. The pricing for that contract was lower than any of the three year proposals.
- The PWET Commission recommends the RFP include a three-year and a five-year option. The Council will need to decide whether or not it will consider a five-year option.

# Cart Ownership

In the past year, both the City of Maplewood and the City of Shakopee have bought their own garbage carts. Collection is handled by a private company. Both cities cited cost savings and flexibility as the main reasons for doing so. Here's an excerpt from a City of Shakopee news release May 22, 2013:

By owning the carts, the City will be able to amortize the \$1.5 million cost of the carts over 10 years and provide the City greater flexibility in future garbage and recycling contract renewals. This will provide a cost-savings to residents over the course of a contract, said City Administrator Mark McNeill.

Similarly the City of St. Cloud is purchasing carts as part of its switch to single-stream recycling. Typical cart life expectancy is a minimum of 10 years. There would be City staff time spent maintaining carts under this ownership option.

Other cities rely on the Contractor to supply the carts. The carts are typically amortized over the life of the contract and the cost is included in the price of the bid. The carts typically belong to the Contractor even though residents have paid the cost of having them manufactured and delivered. Cities such as Blaine and Shoreview have changed Contractors within the past few years and had to spend staff time to work with the Contractors coordinating cart swap out.

The Council will need to decide whether or not it wishes to have the City purchase carts.

Currently the City provides service to 9,611 Residential Dwelling Units, defined as single-family households, duplexes, triplexes, four-plexes and townhomes, and to 97 multi-family buildings. It

vill take approximately 11,000 carts to provide service to the City. Carts cost approximately

\$46-56 each including assembly and distribution. According to Finance Director Chris Miller,

the City could purchase the carts using reserves from the Recycling account and an internal loan.

This would necessitate a slight rate increase to cover the cost of repaying the loan.

Staff proposes a hybrid approach with the contractor purchasing the carts and maintaining them through the life of the contract. At the end of the contract, ownership of the carts would transfer to the city and ultimately to the next contract holder for maintenance. This approach will
eliminate the need to find storage for replacement carts and for city staff time to maintain and
repair recycling carts. Ownership of carts could be an alternate bid item.

#### Time Frame

Staff has developed a draft time frame for the RFP process:

Event	Date/Time
RFP Issued	June 19, 2013
Mandatory Pre-proposal Meeting	July 2, 2013
Questions Regarding RFP to be Submitted	July 12 at 4:00 p.m.
References Submitted	July 12 at 4:00 p.m.
Notification of Intent Submitted	July 12 at 4:00 p.m.
Proposals Due	July 26 at 4:00 p.m.
Interviews of Finalists	Week of August 12
Council Meeting to Authorize Contract	August 26, 2013
Negotiations	

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The process will need to commence soon. Purchasing and deploying carts will take a significant amount of time. Cart manufacturers have told the City, whether the City or the Contractor orders the carts, to expect it to take 8-10 weeks from the time of order until the carts are delivered. Assembly and delivery can take another 4-6 weeks. All the carts will need to be delivered to residents before the next contract goes into effect on January 1, 2014. To meet this schedule the RFP will need to be issued no later than early July.

#### 90 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.

# 94 **BUDGET IMPLICATIONS**

- Recycling is an enterprise fund. Income to the fund comes from three source: resident fees,
- 96 revenue share from the sale of material, and an annual SCORE grant of approximately \$65,000.
- Any change in costs associated with the program may require a revision to resident fees. The fee
- 98 rates are set by the Council typically in November.

# STAFF RECOMMENDATION

- Staff would like to discuss the draft RFP with the Council and get feedback and direction to
- finalize the RFP. Once the Council has agreed on options and alternates staff asks for
- authorization to issue the Request For Proposals for recycling services.
- Staff recommends the RFP include a provision to require three and five-year contract alternates.
- Staff also recommends the contract holder purchase and maintain the carts and convey them to
- the city at the end of the contract for use in the next contract period.

# REQUESTED COUNCIL ACTION

107 Review the draft Request for Proposal and provide direction to staff on desired alternatives

identified by staff and the PWET Commission.

109

Direct staff to bring this item back with changes or authorize issuance of a Request For Proposals for recycling services with the indicated changes.

Prepared by: Tim Pratt, Recycling Coordinator

Duane Schwartz, Public Works Director

Attachments: A: Draft RFP

B: Community Values chart



# Specifications and Request For Proposal for Comprehensive Recycling Service

**Date**, 2013

Proposal accepted until 4:00 p.m. CDT Day, Date, 2013

Roseville City Hall 2660 Civic Center Drive Roseville, MN 55113

# **Request For Proposals City Recycling Services**

# City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single-family households and multi-unit households within the

City of Roseville For January 1, 2014 to December 31, 2016 Or Alternate Proposal January 1, 2014 to December 31, 2018

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

4:00 p.m. CDT Day, Date, 2013

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

Kari Collins, Administrative Assistant Administration Department City of Roseville 2660 Civic Center Drive Roseville, MN 55113

Questions and request for packets should be directed to:

Kari Collins, Administrative Assistant Administration Department City of Roseville 2660 Civic Center Drive Roseville, MN 55113 (651) 792-7023

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# CITY OF ROSEVILLE

# SPECIFICATIONS FOR COMPREHENSIVE RECYCLING SERVICES TO ALL RESIDENTIAL SINGLE-FAMILY HOUSEHOLDS AND MULTI-FAMILY HOUSEHOLDS

# 1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company that has the resources and ability to provide comprehensive residential recycling services for the entire City. Those services include collection, processing, marketing and public education.

Among the goals of the City are to maximize the fullest recovery possible of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation.

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach which includes Voluntary expansion to businesses, effective Frequent education of residents with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

These specifications define the service standards, specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of these specifications, the City of Roseville has identified 9,611 Residential Dwelling Units, defined as single-family households, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Residential Dwelling Units (RDU), as specified herein. The City has identified 6,076 Multi-family Dwelling Units (MDU) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein.

# 2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
RFP Issued	June 19, 2013
Mandatory Pre-proposal Meeting	July 2, 2013
Questions Regarding RFP to be Submitted	July 12 at 4:00 p.m.
References Submitted	July 12 at 4:00 p.m.
Notification of Intent Submitted	July 12 at 4:00 p.m.
Proposals Due	July 26 at 4:00 p.m.
Interviews of Finalists	Week of August 12
Council Meeting to Authorize Contract	August 26, 2013
Negotiations	

These dates are subject to change as the City deems necessary.

- **2.01.** All contact by prospective Contractors and their agents about the City's RFP and procurement decision-making must only be made with the City's designated contact person, Kari Collins. Prospective Contractors are encouraged to contact Ms. Collins with questions or requests for more information.
- **2.02.** Contractors are required to attend the pre-proposal meeting at 10:00 a.m. CDT on July 2 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- **2.03**. Questions, requests for clarification or requests for information about this RFP or process must be submitted by 4 p.m. Date, 2013, in writing (preferably by email) to:

Kari Collins Administration Department City of Roseville 2660 Civic Center Drive Roseville, MN 55113 kari.collins@ci.roseville.mn.us

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties recorded by the City as having received a copy of this RFP. Responses will be emailed by 4:00 p.m. Date, 2013.

**2.04.** Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Day, Date, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked to complete a survey rating the proposer's service.

- **2.05**. All proposals must be sealed and delivered to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, **Date**, 2013, to be considered eligible. See Section 10 for details on how to submit a proposal.
- **2.06**. The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See "Evaluation Criteria" section of this RFP). Finalists will be invited to interviews with the review committee to be held the week of **Date**. Following the interviews the committee will recommend a top Contractor to the City Council.
- **2.07**. Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor. If negotiations with top-ranked Contractor are not successful, the City may then initiate negotiations with second ranked Contractor, and so on.

- **2.08**. Once a draft contract has been successfully negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.
- **2.09**. The new recycling contract will commence on January 1, 2014.

# 3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single-family homes, duplexes, triplexes and four-plexes since July 1987. The program was once a month collection from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, and weekly collection since then.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years it has expanded to collect old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated where residents sort their recycling into seven different categories to a two-sort system. The previous program was source separated and picked up the first and third weeks of the month. In 2007 Roseville switched to weekly collection.

Participation rates were between 56 and 71 percent. However, in the past five years the participation rate has been between 74 and 82 percent. Recycling tonnages were fairly constant around 2,900 tons collected annually.

Multi-family complexes were added to the program in 2003. Currently there are 97 buildings with a total of 6,076 units in the program. All new buildings are required to join the program.

# 4. **DEFINITIONS**

# 4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

# 4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

# 4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper (70%), polyethylene (LDPE) (24%), and aluminum (6%), with a tight polyethylene inside layer.

# 4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

# 4.05 City's annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City's program
- How to prepare materials
- How to receive additional information about the program

The flyer shall be delivered to homes no later than January 31 of each year.

# 4.06 City's designated contact person

The City has designated Administrative Assistant Kari Collins as the City's sole point of contact for prospective Contractors.

4.07 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass jars and bottles; plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5; aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

# 4.08 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

# 4.09 Collection

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

# 4.10 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

# 4.11 Contractor

The City's recycling service Contractor under the new contract beginning operation on January 1, 2014.

# 4.12 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include plastic, waxed or other coated cardboard.

# 4.13 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

# 4.14 Curbside recycling bins

Uniform curbside recycling bins (e.g., blue, plastic recycling tubs) in which recyclables can be stored and later placed for curbside collection, as specified by the City. Bins must include the City of Roseville's curbside recycling logo on two sides.

# 4.15 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

# 4.16 Curbside recycling service

The recycling collection service, together with related public education and other customer services, specified within this RFP utilizing curbside recycling pickup.

# 4.17 Dual Sort

A system where residents separate their recycling into two categories: paper products and bottles and cans (see 4.07 City-designated recyclables). Recyclables are kept in their two distinct categories through collection at curbside and transportation to a processing facility. Recyclables are then processed separately and sorted into commodities for sale.

# 4.18 Glass jars and bottles

Glass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

#### 4.19 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

# 4.20 HDPE - Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

# 4.21 Market demand

The economic and technical capacity of markets to use recyclable material to make new products.

# 4.22 Market Indicator

Commodity price indices as per specified recycling industry publication or actual prices paid by specified end-market company.

#### 4.23 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

# 4.24 Materials Recovery Facility (MRF)

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

# 4.25 Multiple family dwellings (MFD)

A building or a portion thereof containing five or more dwelling units.

# 4.26 Multiple family dwelling (MFD) recycling containers

Recycling containers used for multiple family dwellings (MFD) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash. Recycling containers must be maintained in proper operating condition and be reasonably clean and sanitary.

# 4.27 Multiple family dwelling (MFD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MFD residents that utilize MFD recycling containers as specified in 4.26 and use MFD recycling stations as specified in 4.28.

# 4.28 Multiple family dwelling (MFD) recycling stations

The location of MFD recycling containers will be designated by the City with agreement of the recycling Contractor and the MFD building owner. MFD recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

# 4.29 Non targeted materials

Non-recyclable materials that are not included in the City's recycling program. Examples of typical non-targeted items include (but are not limited to): pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

# 4.30 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM "Yellow Sheet."

# 4.31 Organics

Organic materials derived from plant and animal matter including non-recyclable paper that is collected for composting.

# 4.32 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

# 4.33 Participation Rate

A record of which specific households on a recycling route set out recyclable material at some point during a defined period of time (usually one month) as a percentage of the overall number of eligible households.

# 4.34 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

# 4.35 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

#### 4.36 Process residuals

The normal amount of material that can not be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but not limited to bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

# 4.37 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

# 4.38 Processing center

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

# 4.39 Processing Fee

Agreed upon unit fee allocated towards Contractor's cost of processing various types of recyclables.

# 4.40 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

# 4.41 Set-Out Rate

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

# 4.42 Single-Family Dwelling (SFD)

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

# 4.43 Steel cans

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

# 4.44 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated spot to collect recyclable material for loading onto the truck. The driver then returns the bins/carts to the same location. The City

will compile a list of seniors, disabled and/or special needs residents who request such service.

# 4.45 Waste

Any delivered recyclable material that is deemed by the processor to be unable to be marketed into recycled content products. Typical "waste" in this context includes pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

# 4.46 Zero Waste Events

Public events where organizers plan to minimize the amount of waste generated. Then they work to recycle or compost as much as possible of the waste generated.

# 5. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

# **5.01.** Contractor Service Requirements

The Contractor agrees to provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur weekly on the day of the week designated in Exhibit A "Garbage and Recycling Collection Zones" map. Contractor may submit an alternate bid for bi-weekly collection.

# **5.02.** Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and meet all applicable federal, state, and local rules, regulations and standards.

All vehicles must be clearly identified on both sides with Contractor's name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)compliant at all times;
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

- 1. Two-way communications device
- 2. First aid kit
- 3. An approved fire extinguisher

- 4. Warning flashers
- 5. Warning alarms to indicate movement in reverse
- 6. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops."
- 7. A broom and shovel for cleaning up spills
- 8. Receptacle for driver's cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

# 5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place.

Contractor shall provide copies of all internal corporate policies and procedures regarding program operation management that ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

- 1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- 2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
- 3. Be clean and presentable in appearance, as so far as possible.
- 4. Wear a uniform and employee identification badge or name tag.
- 5. Drive in a safe and considerate manner.
- Manage containers in a careful manner, by picking them up,
   emptying their contents into the collection vehicle, and placing
   not throwing or sliding the container back in its curbside

- location so as to avoid spillage and littering or damage to the container.
- 7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- 8. Avoid damage to property.
- 9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
- 10. Not smoke while inside garages, multifamily complexes or other enclosed buildings.

# 5.04. Recycling Containers

The Driver is required to record and report to Contractor Dispatch the location of any cart or bin that is damaged and that cart or bin shall be repaired or replaced by the Contractor or designated subcontractor within one (1) week of the report of damage.

# **Curbside Dual Sort**

Contractor shall annually provide 500 blue plastic recycling bins for distribution to participants in the dual sort curbside recycling program. Recycling containers shall not be a prerequisite to participation. Other container types such as kraft grocery bags, boxes, and bins not exceeding 18 gallons in capacity are acceptable to the extent that route drivers readily recognize recyclables.

# **Multiple Family Dwellings**

Contractors shall provide containers for all Multiple Family Dwellings as specified in definition 4.25 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.28.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one (1) week of the report of damage.

# **Curbside Single Stream**

Contractors or designated subcontractor shall provide carts or bins for use in single stream collection programs. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

If the Contractor proposes to use 18-gallon bins, Contractor shall annually provide 500 blue plastic replacement recycling bins for distribution to participants in the single stream curbside recycling

program. Other container types such as kraft grocery bags, boxes, and bins not exceeding 18 gallons in capacity are acceptable to the extent that route drivers readily recognize recyclables.

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

The standard 64-gallon cart shall be approximately 26" x 26" x 41" in dimension, and be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacter. No contractor identification shall be on the cart.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The Contractor shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. The Contractor will work with the City to create the educational material for distribution to customers. This educational material and its distribution may meet the annual mailing requirements detailed in 6.05.

At a minimum, the plan must have the following items:

- 1. Single stream system instructional brochure for customers.
- 2. Single stream system instructions (text and images) for the City's website and newsletters.
- 3. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
- 4. Cart order quantity (including specified overage to have in stock as excess inventory).
- 5. Contractor's plan for cart roll-out to customers, including start and end dates.

Cart rollout shall be completed December 27, 2013. The Contractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor.

### 5.05. Collection

### **Curbside Dual Sort**

Items shall be placed in paper kraft bags, City-provided blue recycling bins, designated recycling carts or any other container not exceeding 18 gallons in capacity that can reasonably be identified as containing recyclable material to be collected.

Containers shall be placed at the curbside, as specified in 4.13, by 7:00 a.m. on the designated collection day.

On the designated collection day as specified in 5.08 and Exhibit A, contractor shall empty all acceptable materials from container and any acceptable materials that are placed adjacent to container, and shall replace container at curbside as defined in 4.10 (not in the street).

Free walk-up service as specified in 4.44 shall be provided for all customers who request it.

The Contractor must conduct at least twice per year, or as agreed upon by the City and the Contractor, curbside recycling bin checks. For each recycling zone, the Contractor shall audit the contents of bins from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in an annual report to the City.

### **Multiple Family Dwellings**

Contractor will use containers as specified in 4.26. They shall be located in multiple family dwelling recycling stations as specified in 4.28.

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multiple Family Dwellings shall receive service once a week unless a difference service frequency is agreed to by the City and the

Contractor. The City does not regulate the day of the week Multiple Family Dwellings shall receive service. Contractor shall inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service.

### **Curbside Single Stream**

Recycling carts shall be placed at curbside on collection day, placing cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials that have been prepared according publicized procedures. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Free walk-up service as specified in 4.44 shall be provided for all customers who request it.

The Contractor must conduct at least once per quarter, or as agreed upon by the City and the Contractor, curbside recycling cart checks. Areas for cart checks must rotate between each recycling zone. The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

### **Organics**

Roseville holds four Zero Waste events each year at which organic material is collected for composting. Roseville staff and volunteers monitor the collection stations during the events. Material collected shall be shared with the Contractor for disposal at a permitted organics composting facility.

Proposers are encouraged to address their potential for curbside collection of organics. As part of its Solid Waste Master Plan, Ramsey County is requiring cities offer residents the opportunity to recycle organic materials by the end of 2016.

### 5.06. City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the annual public education flyer as detailed in 4.05.

### 5.07. Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

### Curbside

Contractor shall leave the unacceptable recyclables and leave an "education tag" indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

The driver shall record the address on forms acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

### **Multiple Family Dwellings**

Contaminated carts of material will not be collected and a tag will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

### 5.08 <u>Collection Zones</u>

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. The number of housing units in each collection zone is detailed in Exhibit B.

### 5.09. <u>Collection Hours</u>

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

### 5.10. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclables. Contractor shall have no responsibility to remove any items that are not recyclable materials and have been properly dealt with as specified in 5.07.

### 5.11. Missed Collection Policy & Procedures

Contractor shall have a duty to pick up missed collections. Contractor agrees to pick up all missed collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m.-5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

### 5.12. Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will request the City Manager. If the City Manager cannot be reached, the Contractor shall contact the Public Works Director.

### 5.13. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is –20 degrees F or colder. Upon postponement, Collector shall immediately notify the City and put notice on the Contractor's website and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City. Collection will be made the following business day.

### 5.14. Holidays

Holidays means any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection in that day's zone and subsequent days' zones will be collected one day later, with Friday being collected on Saturday. The Contractor shall assist the City in publicizing the yearly calendar including alternate collection days.

### 5.15. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

### 5.16. Ownership

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel physically touches the recyclables for collection, at which time ownership shall transfer to the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the residential dwelling unit will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

### 5.17. Scavenging Prohibited

It is unlawful for any person other than the City's recycling Contractor or the Multi Family Complex owner's independent hauler to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers (City Code 403.03). The owner, owner's employees, owner's independent hauler's employees, or City's recycling Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

### 5.18. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

### 5.19. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to,

repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

### **5.20.** Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting recyclables. The Contractor agrees not to make any claim for compensations against a City for such interference. The City of Roseville shall, whenever possible, advance information and instructions about how the Contractor may best provide services in the improvement area.

### 5.21 Municipal Facilities

Contractor will provide free weekly recycling service to:

- 1. City Hall 2660 Civic Center Drive
- 2. Roseville Skating Center 2661 Civic Center Drive
- 3. Public Works Maintenance Facility 1140 Woodhill Drive
- 4. Fire Station One 2701 Lexington Avenue
- 5. Cedarholm Golf Course 2395 Hamline Avenue
- 6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center 2520 Dale Street
- 7. Evergreen Park Concession stand (in season) 1810 County Road B
- 8. Owasso Ballfields Concession stand (in season) 2659 Victoria Avenue
- 9. Acorn Park (in season) 286 County Road C
- 10. Central Park, Victoria Ballfields (in season) 2490 Victoria Avenue
- 11. Other mutually agreed upon City facilities.

Contractor will provide on-call recycling service to:

- 1. License Center 2737 Lexington Avenue
- 2. Fire Station Two 2501 Fairview Avenue (currently not in service)

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

### 5.22. Single Stream Cart Ownership

The Contractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the carts. Cart distribution will be for both for the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer. The cart shall include hot-molded logos, and in-mold label (IML) of recycling instructions per city approval. A reference example of IML recycling instructions (e.g. from another existing City recycling program) must be included with the education material in the proposal packet (Section 6.05).

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

At the end date of the contract period the carts shall become the property of the City of Roseville for use in the next contract cycle.

### 5.23. Existing Bins, Lids and Wheel Kits

If the City accepts the Contractor's single-stream proposal, the existing bins at residential properties become property of the homeowner. Unwanted bins may be returned to the city for recycling.

### 6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

### **6.01.** Monthly and Annual Materials Reports

The Contractor will submit to the City monthly reports and annual reports dealing with the City's recycling program. At a minimum, the Contractor shall include in each report the following information:

- 1. Gross amounts of materials collected, by recyclable material (in tons)
- 2. Net amounts of materials marketed, by recyclable material (in tons)
- 3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
- 4. The markets generally used for the sale of recyclables

- 5. Amounts of process residuals disposed (in tons)
- 6. Revenue share credits back to the City (if any)
- 7. Total number of stops
- 8. End Market Certification as specified in 7.06
- 9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multifamily recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.** 

### 6.02. Customer Relations Report

Annually the Contractor shall provide the City with

- 1. A list of all customer complaints, including a description of how each complaint was resolved.
- 2. A list of all addresses where education tags were left for residents and why the tags were left.
- 3. A list of all missed pick ups reported to the Contractor.

### 6.03. Annual Report to Multiple Family Dwelling (MFD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MFD owners served by the City's contractor. A copy of each report to the MFD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

- 1. Name of owner, building manager and contact information (mailing address, phone numbers, e-mail, etc.)
- 2. Street address of each MFD served.
- 3. Number of dwelling units for each MFD.
- 4. Description of collection services made available to occupants, including number of MFD recycling stations, number of MFD recycling containers, location of stations and dates of collection.
- 5. Description of public education tools used to inform occupants of availability of services.
- 6. Tonnage estimates for each building.
- 7. Recommendations for future improvements (e.g., specific public education tools).

A copy of the Contractor's annual report to MFD building owners shall be included with the proposal.

### 6.04 <u>Annual Performance Review Meeting to Discuss</u> Recommendations for Continuous Improvement

Upon receipt of the Contractors annual report, the City shall schedule an annual meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this annual meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

### 6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. Contractor shall pay for the annual design, printing and mailing of at least 9,611 copies of a curbside program flyer. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer to the City. The flyer shall be delivered to homes no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-family complex recycling flyer to Multi Family Dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be

required to provide posters and other educational material for Multi Family Dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide (e.g., recycling education materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

### 6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation (see also Sections 6.08 and 6.09). The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

### 6.07. Annual Work Plan

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program. These initiatives may include (but is not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The

Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

### 6.08. Outreach to Low Participating Communities

Contractor shall include in the annual work plan outreach efforts to low participating communities. Specifically the City seeks to engage immigrant communities. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

### 6.09. Outreach Using Electronic Communications

Contractor shall identify in the annual work plan outreach efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

### 7. MATERIALS PROCESSING AND MARKETING

### 7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected by the Contractor will go to recycling markets to be manufactured into recycled content goods. Preferably those markets will be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. The proposals must clearly specify the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed. The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Upon collection by the City's recycling Contractor, the City's Contractor shall deliver the designated recyclables to a recyclable material recovery facility (MRF), an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.29 or with written authorization from the City and the Minnesota Pollution Control Agency.

### 7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. In such case, the City would pay the Contractor, as additional compensation, the tipping fee at the Newport RDF plant or a mutually agreeable alternative site. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.
- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing educational materials explaining the market situation to residents.

If the City notifies the Contractor to cease collection of a particular recyclable material, the parties shall immediately meet to renegotiate the per unit fee for service.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the

arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

### 7.03. <u>Estimating Materials Composition as Collected</u>

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of each year and a copy of the analysis provided to the City no later than April 30 of each year.

### 7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.36, derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

### 7.05. <u>Performance Monitoring</u>

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

### 7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

### 8. PAYMENT AND DAMAGES

### 8.01. Term of Contract

The term of the new recycling contract will be a period of three years from January 1, 2014 through December 31, 2016. Contractor may submit an alternate proposal for a five-year contract covering January 1, 2014 through December 31, 2018.

### 8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2013 the City certifies that there are 9,611 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City. The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

### 8.03 Multiple Family Dwelling Billing

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 6,076 multi-family dwelling units that will be receiving service as of January 1, 2014. The City will designate new or additional buildings to receive service with 30 days notice to Contractor.

### 8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

- B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.
- C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.
- D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side ferrous scrap prices.
- E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).
- F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be <a href="https://www.SecondaryMaterialsPricing.com">www.SecondaryMaterialsPricing.com</a>.
- G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.
- H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

The City or the Contractor may propose other revenue sharing commodities and corresponding proposed pricing formulae, at any time during the duration of the contract. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the contract.

### 8.05. Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

### a) Missed Curbside Collection

\$50 for each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out" and the recyclables were properly sorted.

### b) Missed Walk Up Collection

\$50 per missed collection address above two misses at that address in any four consecutive collection weeks.

### c) Missed Multi Family Complex Collection

\$50 per missed collection

### d) Throwing or Dropping Containers

\$50 for each witnessed report of a driver throwing rather than placing, the curbside recycling container or deliberately dropping the container when the bottom of the container is more than four feet above the ground.

### e) Failure to Collect Material on a Block

\$500 for each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul de sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."

### f) Failure to Collect an Entire Zone

\$1,000 for each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of collection hours from the Recycling Coordinator or designated alternate.

## g) Failure to Complete a Majority (50%) of the Collection District

\$2,500 for each incident.

## h) Failure to clean up material spilled by Contractor within six (6) hours of verbal or written notification

\$250 each incident

i) Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected

\$100 each incident

j) Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11

\$250 each incident

k) Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts

\$100 each incident

1) 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 subcontractors. 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 contact, 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. <u>Termination</u>

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

### 9.09. <u>Severability</u>

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. <u>Data Practices</u>

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. <u>Indemnification</u>

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

### 9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$40,000 or equal ("equal" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

### 9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

### 9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

### 9.21. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn before 60 days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

### 10. SUBMITTING PROPOSALS

### 10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted;
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the preferred Contractor into a contract of lesser or greater expense than described in this RFP or the respondent's reply.

### 10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

### 10.03. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

### 10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Day, Date, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references. References will be asked to complete an electronic survey through a third-party provider in which they rate the proposer's service. Ratings will be compiled to create and average score that will be included in the evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

### 10.05. How to Submit Proposals

Proposal shall be submitted to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, Day, Date, 2013, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal. c/o Kari Collins Administrative Assistant City of Roseville, City Hall 2660 Civic Center Drive Roseville, MN 55113

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a compact disk (or suitable alternative disk format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative. All proposals must be printed on 100% post consumer recycled paper and the CD should be reformatted/recycled.

### 10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 2,900 tons per year
- Annual recyclable tonnage collected at Multi Family Complexes under the City contract = 590 tons per year
- Single family dwellings and other households that receive curbside service using curbside bins = 9,611 housing units
- Multifamily dwelling buildings that will receive MFD type of service = 5,910 housing units at 94 locations

### 10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

### 10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists will be invited to interviews (see chart below).

At the interview proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, add value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

Evaluation Criteria and Weighting						
RFP Base Specifications	Pass/Fail					
Reference RFP Sections 5.04, 5.23, 6.01, 6.03, 7.01, proposal forms						
Category	Weight					
Project Capability	20%					
Reference RFP Sections 5 - 9						
How Well Proposal Meets Community	20%					

Values	
Reference RFP Introduction and Sections 5	- 9
Price	40%
Past Performance (Survey of Other Cities)	10%
Value Added Plan	10%
Subtotal	100%
Finalists	
Interview – clarification phase	
Total	100%

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

## **Recycling Community Values**

	2013 Values
Collection	55
Clean, quiet	5
Impact on street (size and weight of trucks)	10
Ease of participation	20
Flexibility of Co-mingling for resident	15
More materials picked up – plastics	15
Organics	5
Materials are efficiently recycled (local markets, highest and best use for material)	20
Rewards for adding value (innovation)	5
Multi-family service	5
subtotal	100
Outreach	25
Voluntary expansion to businesses	20
Effective education of residents -with measurement	30
Community involvement	10
Annual report on what happens to material	15
Outreach to low participating communities	20
Outreach using electronic communications	5
subtotal	100
<b>Environmental Benefits</b>	20
Assistance with Zero Waste events	20
Reduced carbon footprint	25
Environmentally Preferred Purchasing (EPP)	20
Local vendor-terminal location	35
subtotal	100
	100

# REQUEST FOR COUNCIL ACTION

Date: June 17, 2013

Item No.: 13.c

Department Approval

Interim City Manager Approval

Item Description: Classification & Compensation Study Policy Recommendations and

Implementation

#### BACKGROUND

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2 During the June 3rd meeting, Council reviewed detailed results from the classification and

compensation study for the non-union, exempt and non-exempt groups. Staff and Springsted

consultant and Vice President, Ann Antonsen reviewed the methodology used to analyze the data

and to identify the 10 Cities most similar to Roseville with the greatest amount of similar positions.

6 The benchmark positions within varying grades of Roseville's pay systems were then established by

discarding any anomalies and the extremes while trying to still include a position from each grade,

8 where possible. *The recommendations within this request do not include the paid on call fire staff.* 

9 Due to ongoing market considerations and other related variables, paid on-call fire staff will not be

presented until a later meeting.

As directed, staff has returned with the current compensation policy and the recommended

changes to that policy, and pay plans as shown in the attachments.

The current compensation plan is based on meeting 97% of Roseville's peer community's

average for wages of benchmark positions. This policy was designed and implemented as a

result of the last compensation study conducted in 2002. The current compensation plan also has

a merit pay component that allows for the top 20% of performers to earn up to 115% of top pay

based on achievements and overall performance. At time of implementation, it was expected

that the entire compensation plan including the merit pay component would be fully funded over

the years to reward staff based on achievements and performance.

Since that time, the current compensation plan has not worked according to its design. The 97%

pay plan component has slipped to closer to 95% over time. In addition, the merit pay program

has never been appropriately funded to reward achievement, nor has it been applied equally

23 across the city. If the City were fully funding the current compensation program as policy

24 indicates we would need to allocate an additional \$121,755 (of which \$67,846 would be levy

funds) just to get back in conformance with the 97% of the average compensation level and if

you factor in budgeting for merit to comply with the policy then another \$200,000 will need to

be allocated annually just to maintain and continue the current compensation plans and policy.

28 This is a total cost of \$321,755.

#### POLICY OBJECTIVE

Staff and Springsted consultants believe that the current job evaluation system and pay structure is fair and equitable, but in need of recalibration and adequate funding. This belief that the job evaluation system and pay structure is fair is evidenced by the City's high score received by the state during pay equity reporting and the consistency of grade discrepancies to the market in the study no matter what grade or position is being reviewed (with few exceptions).

### **BUDGET IMPLICATIONS**

To a service organization especially, staff is an asset much the same as the equipment used to provide services. Without a focus to maintain the organizations assets they decline in value and production output. Thus, a balance of funding for all asset classes needs to be achieved.

At the August 27, 2012 meeting to approve conducting the study it was pointed out that beyond the study costs, there will be implementation costs dependent on the outcomes of the study that will need contingency funding. Funds were originally proposed to be included in the 2013 budget (approximately \$100,000) but were eventually removed from the final budget.

The 2012 classification and compensation study results indicate that Roseville is 4.6% under the market on average. During the June 3<sup>rd</sup> meeting Council was provided an estimate of the tax supported cost. Based on the most up to date analysis provided by Finance Director, Chris Miller; here is the impact of implementing **each 1% adjustment** and the proposed overall Compensation Plan Implementation:

50 Compens 51 For each

For each 1%, \$42,404 would come from the property tax-supported functions. A more detailed breakdown of the funding sources is as follows:

Source	Each 1% adjustment		Implementation of 4.6%		
Tax Levy	\$	42,404	\$	195,058	
Cable Franchise Fees	\$	1,348	\$	6,201	
IT Revenues	\$	9,434	\$	43,396	
License Center Fees	\$	8,760	\$	40,296	
Building Permit and Plan Review					
Fees	\$	7,749	\$	35,645	
Water and Sewer Fees	\$	4,043	\$	18,598	
Recycling Fees	\$	337	\$	1,550	
Golf Course fees	\$	2,022	\$	9,301	
Total	\$	76,097	\$	350,046	

As shown in the above table, to recalibrate the current pay plans for the non-union, exempt and non-exempt groups and achieve 100% of market average will cost \$350,046.20, of which \$195,058.40 would be funded by property taxes. Additionally, the cost to reclassify those identified in the study as more than 6% under the market average after pay plan updates have occurred is no more than \$20,000. (Once again, please note that this does not include the paid on-call fire staff).

It should also be noted that for the tax-supported functions, it is assumed that there would NOT be any offsetting revenues such as recreational program fees, interest earnings, etc. Many of

these revenue sources are stagnant or are not expected to increase beyond inflationary-type amounts and therefore cannot be relied upon to fund the Compensation Study implementation. These costs are based on the roster of employees as of May 31, 2013.

Adjustments could be phased in over the next year such as implementing the reclassifications (\$20,000) and 2% (to achieve at least the 97% of marketplace) on 7/1/13, and 1.5% + COLA on 1/1/14, and the final 1.1% on 7/1/14. It is important to note here that delays in implementation create componding results. Under this implementation schedule the costs would be as follows:

	-	,000 +		20/ 1 4 4*		4 40/ 1 1 4 4
Source	2%	2% - Jul-14 1.5% Jan-14*		1.1% Jul-14		
Tax Levy	\$	84,808	\$	63,606	\$	46,644
Cable Franchise Fees	\$	2,696	\$	2,022	\$	1,483
IT Revenues	\$	18,868	\$	14,151	\$	10,377
License Center Fees	\$	17,520	\$	13,140	\$	9,636
Building Permit and Plan Review						
Fees	\$	15,498	\$	11,624	\$	8,524
Water and Sewer Fees	\$	8,086	\$	6,065	\$	4,447
Recycling Fees	\$	674	\$	506	\$	371
Golf Course fees	\$	4,044	\$	3,033	\$	2,224
Reclassifications	\$	20,000				
	\$					
Total	172,194		\$	114,146	\$	83,707

<sup>\*</sup>excludes any potential COLA increase as that has not been determined yet.

To stay current, the Council will need to provide ongoing funding for future years to maintain the pay plans at 100% of the market average by providing a cost of living adjustment that meets the market's average.

Whether the existing 97% + merit pay compensation plan stays in effect or the proposed new compensation plan is instituted, there will be a need to allocate over \$320,000 additional funds.

### STAFF RECOMMENDATION

- 1. Abandon the policy that sets non union, exempt and non-exempt pay plans at 97% of the average with merit pay component that was never fully funded or implemented. This practice is very unusual in the public sector and has proven to be ineffective.
- 2. Reestablish the pay plans for non-union, exempt and non-exempt, at 100% of the 10 City average as shown by the study, resulting in a 4.6% increase to the pay plans as implemented above (without the merit pay component).
- 3. Positions found to be more than 6% under the market average after plan adjustments are completed would be reviewed and potential reclassified to the next higher grade at the step just above their current rate of pay. It is expected there will not be more than 8 positions with a total cost not to exceed \$20,000.

### REQUESTED COUNCIL ACTION

93 Motion to implement staff recommendations as indicated above.

4 Prepared by: Eldona Bacon, Human Resources Manager

Attachments: A: None.

## REQUEST FOR COUNCIL ACTION

Date: 06/17/13 Item No.: 14.a

Department Approval

Ctton K. mill

City Manager Approval

Item Description: Consider Setting Additional Council Meetings for the Purpose of Discussing the

2014 Budget

### BACKGROUND

At the June 10, 2013 City Council meeting, the Council agreed to set additional City Council meetings for the purposes of discussing the 2014 Budget. More specifically, the Council expressed a desire to create a forum that would allow individual City Departments to identify operational issues that will impact the 2014 Budget, while also promoting an interactive exchange between the Council and Staff regarding those issues.

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The Council is asked to consider establishing 3 separate meetings during the weeks of:

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- ❖ June 24<sup>th</sup> (excluding the June 25<sup>th</sup> Public Works Commission meeting date)
- ❖ July 8<sup>th</sup> (excluding July 8<sup>th</sup> Council meeting & July 10<sup>th</sup> Planning Commission meeting)
- ❖ July 15th (excluding July 15<sup>th</sup> Council meeting)

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Conceivably, the Council could elect to use the July 8<sup>th</sup> and/or the July 15<sup>th</sup> regularly scheduled Council meetings for purposes of primarily discussing the budget rather than scheduling a separate meeting. Conducting a 2-hour budget discussion on these nights would still allow ample time for a consent agenda and light discussion on other topics.

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- Following these special budget meetings, it is hoped that the Council can provide final budget direction at the July 22nd City Council meeting. City Staff would then spend the next few weeks drafting the City Manager Recommended Budget with the intent on presenting that Recommendation at the August 12th or 19th meeting.
- 23 POLICY OBJECTIVE
- Not applicable.
- 25 FINANCIAL IMPACTS
- Not applicable.
- 27 STAFF RECOMMENDATION
- 28 Staff recommends that the Council consider adding these meetings for the purposes of discussion the
- 29 2014 Budget.

### REQUESTED COUNCIL ACTION

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Motion to establish additional City Council meetings for the purposes of discussing the 2014 Budget. 31

Chris Miller, Finance Director A: Not applicable. Prepared by:

Attachments: