

City of Ramsey
Agenda
City Council Work Session
Tuesday May 8, 2012
Immediately following Personnel
Lake Itasca Room 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Residential Curbside Recycling Contract
 2. Update on Comprehensive Plan Amendment Discussions
 3. Discuss New QCTV Program Format - Ramsey, Your Council, Your Community
- 3. Future Topics for Discussion - *See Attached Calendar***
 1. Review Future Work Session Topics/Calendar
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

CC Work Session

2. 1.

Meeting Date: 05/08/2012

By: Chris Anderson, Community
Development

Title:

Residential Curbside Recycling Contract

Background:

State Statute (Chapter 115A Waste Management) requires that residents, including both single family and multifamily residences, have the opportunity to recycle, which means having access to either a recycling drop-off center or curbside collection of recyclables. Ramsey has historically satisfied this requirement with a contract for curbside collection of residentially generated recyclables. In January of 2006, the City entered into a five (5) year curbside recycling contract with ACE Solid Waste, Inc. Prior to the expiration of that contract, the City implemented a two (2) year extension of the curbside contract with ACE Solid Waste, Inc, which is now due to expire December 31, 2012.

Notification:

Observations:

Ramsey has worked hard over the last decade to improve it's recycling program and under the current recycling contract, Ramsey has met its annual tonnage goal (set by Anoka County, equivalent to 175 pounds per person per year) each year, has been recognized by the Anoka County Board of Commissioners as a Rethink Recycling Champion twice (2007 & 2008, which recognizes the efforts of a community that recycled the highest total pounds per person per year) and in 2006 was recognized as the most improved recycling program in Anoka County.

While these are great accomplishments of the residents of Ramsey, they may not have been possible without the efforts and service of ACE Solid Waste, Inc. Staff does want to note that ACE Solid Waste, Inc. has provided excellent service over the course of the current contract; has been very accommodating of requests by the City and residents; and of course, is a local business that has been located in Ramsey since 2000.

Utilizing a contract for recycling services does ensure that each household has curbside service, which limits the volume of trucks going up and down roads collecting material and bolsters participation. In fact, when the City made the switch from a dual sort to a single sort collection method, which required a cart to be delivered to each household in Ramsey, participation jumped from about 70% to 90% and it is still at 90% today. Another benefit of the current contract is that the service provider is required to provide staff and equipment for the City's spring and fall recycling events at no additional cost (savings of about \$2,000 to \$2,500 per year).

There are, however, several options the City could consider regarding recycling service: (1) negotiate a new contract with ACE Solid Waste; (2) draft an RFP for City Council consideration for contracted curbside recycling services; (3) shift from a contracted service for curbside collection of recyclables to an open hauling system, which residents can select any city-licensed hauler for service.

When contemplating these options, the following should be considered:

- Traffic volumes (under contract, just one hauler sending trucks out for collection of recyclables, open hauling would generate more traffic and more wear and tear on roads).
- Collection days/zones (currently all recycling is collected on an every other Monday schedule).
- Ordinance updates (if shifting to open hauling system) necessary to ensure haulers provide tonnage data for reporting purposes and specified collection days/zones should the City want to limit the days that trucks can be in neighborhoods.

- Potential reduction in materials recycled, which means more materials being landfilled (based on data from Anoka County, generally speaking cities that contract for recycling services tend to have greater participation, greater tonnages of recycled materials and more successful programs. Two exceptions would be Andover and Coon Rapids, but both of these cities also offer a recycling center for their residents to drop off materials year round).
- Education and information for residents (materials accepted by various haulers often differ slightly, making promotion and education more complicated).

Funding for Ramsey's recycling program is provided by the state through the Select Committee on Recycling and the Environment (SCORE). The state distributes the SCORE funding to each county and then the county allocates those monies to the municipalities. In Anoka County, each municipality receives a base of \$10,000 plus \$5.00 per household. In 2012, Ramsey's allocation of SCORE monies is \$50,165.00.

The Anoka County Board of Commissioners annually establishes recycling goals for each municipality, which is typically the equivalent of recycling 175 pounds per person. The County allocates the SCORE funding to the municipalities to assist them in meeting their tonnage goal. Each municipality must enter into a recycling agreement with the County, which specifies certain program requirements, to be eligible to receive this funding. Ramsey uses the SCORE dollars to cover expenses associated with the spring and fall recycling events, to promote waste reduction and recycling in the community, for educational outreach purposes and to reimburse salary expenses specifically related to recycling activities.

Recommendation:

As previously mentioned, based on data from Anoka County, communities with contracts for recycling service typically have a better overall participation rate and greater recycling tonnages. Plus, the state's 2010-2030 Metropolitan Waste Management Policy Plan calls for 54-60% recycling of all solid waste by 2030, which represents a significant jump in the recycling standard (for comparison, in 2011, Anoka County cumulatively recycled about 42% of its solid waste). Moreover, utilizing a contract for recycling service would limit the overall number of trucks on a street (separate trucks are used for collection of garbage, recycling, yard waste, and organics). Considering the ongoing discussions about how to fund the City's street reconstruction program, as well as the aggressive recycling goals set by the state, Staff would recommend contracting for recycling service, either by negotiating with our current service provider or by preparing an RFP.

Funding Source:

Funding for administering the recycling contract and all recycling related activities is covered by SCORE monies. The City will remain eligible for SCORE funding whether it continues with a contract for recycling services or if it shifts to an open hauling system. However, regardless of which type of system is implemented, the City will still be subject to the requirements of the recycling agreement including:

- Ensuring that each household (including multi-tenant units) has the opportunity to recycle at least four broad types of materials, such as paper, glass, plastic, and metal.
- The recycling program must be operated in compliance with all applicable federal, state and local laws, ordinances and regulations.
- The City must implement a public information program that contains at least the following components:
 - o One promotion to be mailed to each household focused exclusively on the City's recycling program;
 - o One promotion advertising recycling opportunities available for residents in the City's newsletter or local paper;
 - o Two community presentations are to be given on recycling.
- The City, on an ongoing basis, must identify new residents and provide detailed information on the recycling opportunities available to these residents.
 - The City must submit semiannual reports to the County detailing the quantity of materials recycled through curbside collection, recycling events etc.
 - The City must submit semiannual reports to the County detailing all expenditures and revenues associated with recycling activities.

Council Action:

Provide direction for Staff related to recycling services for the community.

Attachments

Current Recycling Contract

Recycling Agreement with Anoka County

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	05/01/2012 10:24 AM
Tim Gladhill	Tim Gladhill	05/02/2012 02:25 PM
Kurt Ulrich	Kurt Ulrich	05/03/2012 12:09 PM

Form Started By: Chris Anderson Started On: 04/26/2012 01:42 PM

Final Approval Date: 05/03/2012

**CITY OF RAMSEY
CONTRACT FOR CURBSIDE RECYCLING SERVICES**

This agreement is made as of the 1st day of January, 2011, between the City of Ramsey, a Minnesota Municipal Corporation (“City”), and Ace Solid Waste, Inc a Minnesota corporation 6601 McKinley St. NW, Ramsey, MN (“Contractor”).

The City and the Contractor agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a curbside recycling project for the collection of Recyclable Materials from residents of the City of Ramsey.

SECTION 2. DEFINITIONS

For purposes of this Contract, the following words and terms shall have the definitions given them by this section.

- A. “CITY ADMINISTRATOR” means the then duly appointed and qualified City Administrator of the City of Ramsey.
- B. “CONTAINER” means plastic wheeled carts with lids provided by and maintained by the Contractor in which Recyclable Materials can be stored and later placed at curbside for collection as specified by the City.
- C. “RECYCLING PROGRAM” means the collecting of all Recyclable Materials accumulated in Containers at Residential Properties located within the City and the transporting of the Recyclable Materials to a site where they can be processed for the marketplace as determined by the Contractor.
- D. “RECYCLABLE MATERIALS” means glass containers having no plastic, metal or other lids, PET, HDPD containers with a neck, metal beverage and food cans, newspapers, corrugated cardboard, boxboard defined as cereal, cake, and chip boxes, paper cartons defined as juice, milk, soup and broth cartons, mixed mail, paperback books, magazines and phone books and other materials as mutually agreed by the City and Contractor.
- E. “RESIDENTIAL PROPERTY” means all single family and other residential dwelling units where a separate driveway and/or garage exists for each unit or group of units within City limits. Multi-unit apartment buildings and residential dwelling units above commercial businesses, which, for the purposes of this contract, are not defined as Residential Property, are specifically excluded from this contract.

- F. "SINGLE SORT RECYCLING" means residents may place all Recyclable Materials in the Container provided without sorting by type of material.

SECTION 3. SERVICES TO BE PERFORMED

- A. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule. The Contractor will inform the City of the current collection schedule and update the schedule if it changes. If the Contractor desires to change the collection day for any Residential Property, or group of properties, the request must be submitted in writing to the City. Changes in collection days cannot be made without advance approval of the City. The Contractor is responsible for educating residents of any day change with at least two education notices.
- B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter in the opinion of the City and Contractor so that the every other week schedule can be completed regardless of a holiday.
- C. The Contractor shall provide the following equipment and labor biannually for recycling days:
1. Roll-off boxes or equivalent as mutually agreed upon by the City and Contractor for the drop off of scrap metal and Recyclable Materials by City residents.
 2. All required labor for loading and removal of materials collected
 3. Trucking services for the delivery and removal of the roll-off boxes
- D. The Contractor, upon implementation of Single Sort Recycling, will provide every Residential Property with a Container. Single family homes will receive a 65 gallon size Container and each townhome will receive a 35 gallon size Container. After 90 days, residents may exchange their delivered Container with a smaller or larger Container based on their needs. Container exchanges for size are limited to once per year per resident.
- E. The Contractor will support Recycling Program promotion as follows:
1. When Containers are delivered for the Single Sort Recycling Program, the Contractor will include a printed flyer detailing and promoting the program.
 2. The Contractor, in conjunction with City, will develop a promotional program that includes a quarterly recycling participation contest and an "opt-in" e-mail address database for those residents who want to be kept informed on the latest recycling developments.

3. In order to help the City identify new recyclers, the Contractor will send a monthly "Cart Delivered" report to the City.
 4. All Containers delivered for recycling will have a printed education flyer attached to the lid outlining the details of the Recycling Program.
 5. The Contractor will meet with the City at least once every quarter to discuss and consider outreach and educational information and materials to promote recycling, target specific Recyclable Materials, and identify problem materials that are not acceptable.
- F. The Contractor will provide Containers or equivalent at the City's public works facility for delivery of Recyclable Materials collected by City employees in the City parks and at City events. Size of Containers and frequency of collection will match the need. Public "drop-off" will not be allowed.

SECTION 4. TERM OF CONTRACT

- A. The term of this Contract shall be January 1, 2011 through December 31, 2012 (the "Contract Term").

SECTION 5. PREPARATION FOR COLLECTION

- A. All occupants of Residential Properties in the City will be directed to prepare and store Recyclable Materials in a manner consistent with the Contractor's collection program.
- B. City residents will be advised that containers in which Recyclable Materials have been stored must be placed on the boulevard area of the street in front of their residence for collection. Containers must be placed for collection by **6:30am** on the scheduled day of collection.
- C. All Recyclable Materials placed for collection shall be owned by, and be the responsibility of, the occupants of each Residential Property until said materials are handled by the Contractor. Upon handling of the Containers and Recyclable Materials by the Contractor, the Recyclable Materials become the property and responsibility of the Contractor.

SECTION 6. CONTRACTOR'S EQUIPMENT

- A. All vehicles used by the Contractor in picking up the Recyclable Materials from the Residential Properties shall be painted and marked uniformly and shall be identified on both sides of the vehicle. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.
- B. The Contractor shall make all collections of Recyclable Materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the Contractor's receptacles and vehicles shall be kept clean and as free from

offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect Recyclable Materials.

- C. The Contractor shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the Contractor's equipment is subject to periodic inspection by the City to assure that said vehicles and/or equipment are being maintained in a clean and sanitary condition.

SECTION 7. CONTRACTOR'S OPERATIONS

- A. The Contractor shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. and 5:00 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the City in writing. Any changes in address and telephone number of the office shall be given to the City in writing at least ten (10) working days prior to such change.
- B. The Contractor shall collect curbside Recyclable Materials between the hours of 7:00am – 6:00pm or as mutually agreed upon by the Contractor and the City.
- C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported to the City's Community Development Department whenever requested. All complaints shall be answered by the Contractor courteously and promptly.
- D. The City shall notify the Contractor by 12:00 noon on the work day following the scheduled pick-up of all missed stops. The Contractor is required to service such locations before 5:00 p.m. on the date of notification.
- E. The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any Recyclable Materials which may have fallen out of a Container.
- F. The performance of the Contract shall be done by the Contractor with forces which are adequate to insure the satisfactory collection and disposal of the Recyclable Materials at all times. Contractor's failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances which on other work might be regarded as "acts of providence".

- G. The Contractor shall certify that the materials collected in the recycling project are delivered to a recycling processing center. Materials found to be landfilled will be in violation of City ordinance and will cause the Contractor to incur the penalties listed in the City's recycling ordinance.

SECTION 8. COMPENSATION

- A. The City will compensate the Contractor for the collection of Recyclable Materials from City residents at a rate of \$2.95 per month per Residential Property for calendar years 2011 and 2012.
- B. The number of Residential Properties will be updated not less than every calendar quarter and will be equal to the number of Residential Properties billed for participation in the Recycling Program through the City's utility billing system.
- C. The rate per Residential Property is fixed and cannot be changed without mutual agreement of both parties.

SECTION 9. FILING OF REPORTS

The Contractor shall submit a monthly summary describing the residents' participation rate, the quantity and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted no later than the 15th day of the month following the month for which the report is submitted.

SECTION 10. ACCESS TO RECORDS

The Contractor shall permit the City to review its books, documents, papers and records which are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 11. INSURANCE

Prior to the commencement of this Contract, the Contractor shall furnish the City with certificates or copies of the following policies of insurance, approved by the City Administrator, showing that such insurance is in force. All endorsements shall apply to both bodily injury or death and property damage coverage.

- A. Comprehensive general public liability insurance insuring against liability for bodily injury or death, in the sum of \$500,000 for any one person and in the sum of \$1,000,000 for two or more persons in the same occurrence, and for damages to property in the sum of \$500,000.
- B. Workers' compensation insurance and employers' liability insurance as required by law.

- C. Automobile liability and property damage insurance, including coverage for non-owned and hired vehicles, in limits as for comprehensive general public liability coverage stated above.

The City shall be named as an additional insured on the above policies, for coverage needed only for work, as specified in this Contract, which endorsement shall provide that coverage may not be terminated or changed by the insurer except upon 30 days' written notice to the City Administrator.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Contract. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract.

SECTION 12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this Contract by the Contractor, its employees, agents or subcontractors.

Nothing in this Contract shall be construed to create an employer/employee, partnership, joint venture, license or agency relationship between the parties hereto and neither party shall have the right or authority to bind the other in any manner. For purposes of this Contract, Contractor shall be deemed an "independent contractor" as defined by law. Contractor's employees shall not be entitled to any employment benefits given to City employees.

SECTION 13. TERMINATION

The City shall have the right to terminate this Contract prior to the expiration of its term if in the City's opinion, there has been a breach of its terms by the Contractor or if the City decides to change the way in which it provides for the refuse and recycling services.

SECTION 14. PENALTIES AND DAMAGES

- A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.
- B. In the event of breach of this Contract by the Contractor, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages

sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this Contract.

SECTION 15. SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any moneys due, or to become due, without the City's written consent.

SECTION 16. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 17. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 18. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

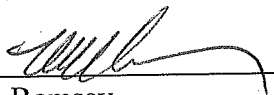
SECTION 19. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

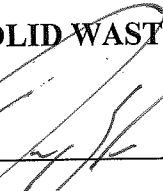
The representative of Ace Solid Waste, Inc., hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

CITY OF RAMSEY, MINNESOTA


ACE SOLID WASTE, INC.

By: 

Bob Ramsey
Its Mayor

By: 

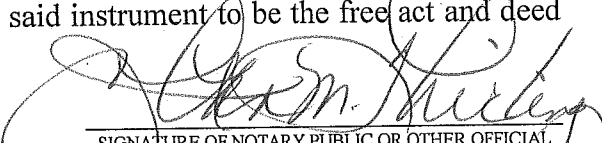

Its President

Attest:
By: 

Kurtis G. Ulrich
Its City Administrator

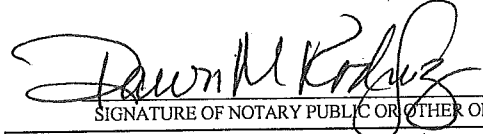
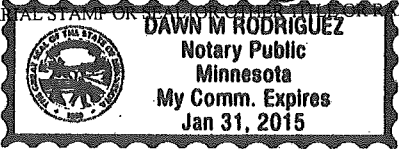
STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 20th day of January, 2011, before me, a Notary Public, personally appeared Bob Ramsey and Kurtis G. Ulrich, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Bob Ramsey and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.


SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL
NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)


STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 22 day of December, 2010, before me, a Notary Public, personally appeared Andy Schweizer, the President of Ace Solid Waste, Inc., a Domestic Corporation under the laws of the State of Minnesota, on behalf of the corporation.


SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL
NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)


AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2012, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF RAMSEY, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, Anoka County will receive \$407,827.00 in funding from the Solid Waste Management Coordinating Board and the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") prior to the effective date of this Agreement; and

WHEREAS, Anoka County anticipates receiving an additional \$407,827.00 in SCORE funds in the spring of 2012; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by the Anoka County Board of Commissioners by providing said SCORE funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality.
2. **TERM.** The term of this Agreement is from January 1, 2012 through December 31, 2012, unless earlier terminated as provided herein.
3. **DEFINITIONS.**
 - a. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, subdivision 24a.
 - b. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
 - c. "Opportunity to recycle" means providing recycling and curbside pickup or collection centers for recyclable materials as required by Minn. Stat. § 115A.552.
 - d. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
 - e. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling, including paper, glass, plastics, metals, fluorescent lamps, major appliances and vehicle batteries.
 - f. Refuse derived fuel or other material that is destroyed by incineration is not a recyclable material.
 - g. "Yard waste" shall have the meaning set forth in Minn. Stat. § 115A.03, subdivision 38.

4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 2130 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
- a. The Municipal recycling program shall include the following components:
 - i. Each household (including multi-unit households) in the Municipality shall have the opportunity to recycle at least four broad types of materials, such as paper, glass, plastic, metal and textiles.
 - ii. The recycling program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - iii. The Municipality shall implement a public information program that contains at least the following components:
 - (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;
 - (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and
 - (3) Two community presentations are to be given on recycling.The public information components listed above must promote the focused recyclable material of the year as specified by the County. The County will provide the Municipality with background material on the focused recyclable material of the year.
 - iv. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents.
 - b. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall prepare and submit to the County by March 31, 2012, a plan acceptable to County that is designed to achieve the recycling goals set forth in this Agreement.
5. **REPORTING.** The Municipality shall submit the following reports semiannually to the County no later than July 20, 2012 and January 20, 2013:
- a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this agreement. The Municipality shall also report the number of cubic yards or tons of yard waste collected for composting or landspreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.
 - b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs.

- c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling programs.

The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

6. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semiannually to the County for abatement activities no later than July 20, 2012 and January 20, 2013. Costs not billed by January 20, 2013 will not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
7. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed \$50,165.00. The project maximum for eligible expenses shall be computed as follows:
 - a. A base amount of \$10,000.00 for recycling activities only; and
 - b. \$5.00 per household for recycling activities only.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event insufficient SCORE funds are available. If the spring SCORE payment of \$407,827.00 is not received or is reduced, the County may reduce the project maximum amount payable to the Municipality. The County will promptly notify the Municipality in the event that the project maximum will be reduced.

8. **RECORDS.** The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
9. **AUDIT.** Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
10. **GENERAL PROVISIONS.**
 - a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards

established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement.

- b. No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to unlawful discrimination under any program, service or activity hereunder. The Municipality agrees to take affirmative action so that applicants and employees are treated equally with respect to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, selection for training, rates of pay, and other forms of compensation.
 - c. The Municipality shall be responsible for the performance of all subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The Agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
 - d. The Municipality agrees that the Municipality's employees and subcontractor's employees who provide services under this agreement and who fall within any job classification established and published by the Minnesota Department of Labor & Industry shall be paid, at a minimum, the prevailing wages rates as certified by said Department.
 - e. It is understood and agreed that the entire Agreement is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
 - f. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
 - g. Contracts let and purchases made under this Agreement shall be made by the Municipality in conformance with all laws, rules, and regulations applicable to the Municipality.
 - h. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
 - i. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
11. **PUBLICATION.** The Municipality shall acknowledge the financial assistance of the County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by

the Anoka County Board of Commissioners and State SCORE funds (Select Committee on Recycling and the Environment).

- 12. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

- 13. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates first written above:

CITY OF RAMSEY

By: [Signature]

Name: Bob Ramsey

Title: Mayor

Date: 1-24-12

By: [Signature]
Municipality's Clerk

Date: 1-24-12

Approved as to form and legality:

COUNTY OF ANOKA

By: [Signature]

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Date: 1-31-12

By: [Signature]

Jerry Soma
County Administrator

Date: 1-31-12

Approved as to form and legality:
[Signature]
Assistant County Attorney

CC Work Session

2. 2.

Meeting Date: 05/08/2012

By: Tim Gladhill, Community Development

Title:

Update on Comprehensive Plan Amendment Discussions

Background:

The purpose of this discussion to consider withdrawing the current Comprehensive Plan Amendment request with the Metropolitan Council, with the intent to bring back a revised Amendment in the near future. At the May 1, 2012 HRA Work Session, Staff reviewed preliminary Metropolitan Council comments on the current Comprehensive Plan Amendment the City approved, subject to Metropolitan Council approval. Discussion has centered around the number of forecasted households. Direction from the HRA was to re-evaluate the household forecasts and provide potential solutions to attempt to address, at least in part, Metropolitan Council concerns.

Following that discussion, Staff contacted the Metropolitan Council to review the comments and City strategy. It appeared to be a positive discussion. Staff noted that the City desires additional time to re-assess and re-evaluate the impacts of a change to forecasts, as well as reviewing the previous methodology to see if there are actually any impacts to the previous forecasts within The COR boundary.

The recommendation is to withdraw the current Amendment, and bring back a revised Amendment in the near future to allow sufficient time for Staff to re-evaulate forecasts and potential outcomes of those forecasts. The current TOD Grant recommendations will be held until the Comprehensive Plan Amendment is resolved.

Notification:

Observations:

Recommendation:

Staff recommends withdrawing the current Comprehensive Plan Amendment, with the intent to bring back a revised Amendment in the near future based on recent discussions.

Funding Source:

Processing of the amendment is being handled as part of regular staff duties.

Council Action:

Based on discussion. A case on tonight's Consent Agenda has been prepared to direct Staff to withdraw the current Comprehensive Plan Amendment, with the intent to bring back a revised Amendment in the near future based on recent discussions.

Attachments

Withdrawal Letter
Resolution

Form Review

Inbox
Chris Anderson

Reviewed By
Chris Anderson

Date
05/03/2012 10:50 AM

Darren Lazan
Kurt Ulrich

Jo Thieling
Kurt Ulrich

Form Started By: Tim Gladhill

05/03/2012 03:02 PM

05/03/2012 03:12 PM

Started On: 05/03/2012 08:12 AM

Final Approval Date: 05/03/2012

May 9, 2012

Patrick Boylan, Sector Representative
Metropolitan Council
390 N Robert St
Saint Paul, MN 55101

RE: City of Ramsey Comprehensive Plan Amendment Withdrawal

Patrick:

Thank you to you and the rest of the Metropolitan Council staff for taking the time to review the appropriate land uses within The COR (formerly Ramsey Town Center). Following our discussion on April 23, 2012, the City has been working to address potential solutions to feedback provided on forecasts provided with the changes in the future site plan for the area.

Staff discussed the issue with our Housing and Redevelopment Authority (HRA) on May 1st and with the City Council on May 8th. Based on those discussions, we are requesting to officially withdraw the current Comprehensive Plan Amendment entitled '2011 Ramsey Major Amendment'. It is our intent over the next several months to re-assess our forecasts and land uses as well as potential outcomes of those land use decisions. Based on the time it will take to review this analysis, we feel it is best to withdraw the Amendment and bring back a new Amendment in the near future.

Again, thank you for your feedback on this issue. We are confident that our analysis will show a better quality TOD design, now more re-focused in the center of the project, maximizing the success of the Ramsey Station.

Sincerely,

CITY OF RAMSEY

Staff Person
Title

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #12-05-___

**RESOLUTION WITHDRAWING COMPREHENSIVE PLAN AMENDMENT
APPLICATION TO RE-ASSESS FORECASTS, LAND USE, AND IMPACTS WITH
THE INTENT TO FORWARD A REVISED COMPREHENSIVE PLAN AMENDMENT**

WHEREAS, the Master Plan for the Ramsey Town Center was created in 2003; and

WHEREAS, in order to better position the development for success due to a series of development related issues and complications, the City of Ramsey Housing and Redevelopment Authority purchased approximately 150 acres of the former Ramsey Town Center; and

WHEREAS, the City of Ramsey has invested time and effort to rebrand the development to The COR; and

WHEREAS, the City of Ramsey remains committed to the principles of creating a transit-oriented development surrounding the Northstar Commuter Rail – Ramsey Station, thereby maximizing the investment made by various public and private partners; and

WHEREAS, as part of the re-branding and re-visioning of The COR, a new development plan was created in an attempt to better match the City of Ramsey sub-market of the region and address infrastructure capacity concerns of the area (the “Development Plan”); and

WHEREAS, the Development Plan better addresses quality TOD principles, by putting a higher number of housing units and densities closer surrounding the Ramsey Station, thereby providing a higher capture rate of transit users; and

WHEREAS, the Development Plan balances land use assembly and sub-region market factors by providing an expanded retail anchor base to support the land uses in the high-density center of the project; and

WHEREAS, the retail anchor base lies outside the half-mile radius considered the TOD Area or Transit Improvement Area (TIA); and

WHEREAS, the Development Framework, Zoning, and Development Plan allow for and encourage a higher density and forecast than what the surrounding infrastructure may currently support; and

WHEREAS, the City is willing to review forecast and traffic methodology as well as consider amendments to the Development Plan to work towards the original forecasts for the mixed-use land use guiding of the development and surrounding developments and better address TOD design principles within a half-mile of the Ramsey Station.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

- 1) The City of Ramsey officially withdraws the current Comprehensive Plan Amendment, with the intent to bring forward a revised amendment in the near future that addresses concerns raised by the Metropolitan Council staff.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 8th day of May 2012.

Mayor

ATTEST:

City Clerk

CC Work Session

2.3.

Meeting Date: 05/08/2012

Submitted For: Kurt Ulrich

By: Jo Thieling, Administrative Services

Title:

Discuss New QCTV Program Format - Ramsey, Your Council, Your Community

Background:

Susan Huston, Government Affairs, Quad Cities Community Television, has been in contact with staff regarding a new programming format. The new program will be called "Ramsey, Your Council, Your Community". This is a working title and the Council may consider other options for the name of the program.

Attached is a calendar with Councilmembers assigned to specific dates. Ms. Huston recognizes that there will be times that the Council may need to swap dates and noted that their normal policy is that they just move on with the schedule as printed.

The email from Ms. Huston and the schedule for the new program have been forwarded to the City Council via email. This report is on the agenda for the purpose of discussing the new program format.

Notification:

Observations:

Recommendation:

Funding Source:

N/A

Council Action:

Based upon discussion.

Attachments

QCTV Program Schedule

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
05/03/2012 12:31 PM
Started On: 05/03/2012 12:08 PM

Form Started By: Jo Thieling

Final Approval Date: 05/03/2012

RAMSEY, YOUR COUNCIL YOUR COMMUNITY

2012 TAPING CALENDAR

8 Elvig
Mc Glone

22 Wise
Ramsey

28 Memorial Day

MAY '12						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

12 Backous
Tossey

26 Strommen
Elvig

JUNE '12						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

10 Mc Glone
Wise

24 Ramsey
Backous

4 Independence
Day

JULY '12						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

14 Tossey
Strommen

28 Elvig
Mc Glone

AUGUST '12						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

11 Wise
Ramsey

25 Backous
Tossey

3 Labor Day

SEPTEMBER '12						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

9 Strommen
Elvig

23 Mc Glone
Wise

8 Columbus Day

OCTOBER '12						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

13 Ramsey
Backous

27 Tossey
Strommen

12 Veterans Day
22 Thanksgiving
23 Day after
Thanksgiving

NOVEMBER '12						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9 Elvig
Mc Glone

23 Wise
Ramsey

24 Christmas Eve
25 Christmas Day

DECEMBER '12						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

CC Work Session

3. 1.

Meeting Date: 05/08/2012

By: Jo Thieling, Administrative Services

Title:

Review Future Work Session Topics/Calendar

Background:

Attached is a list of future work session topics.

Funding Source:

N/A

Council Action:

No formal action necessary - for review purposes.

Attachments

Future Topics/Calendar

Form Review

Inbox

Kurt Ulrich

Reviewed By

Jo Thieling

Date

05/03/2012 03:38 PM

Form Started By: Jo Thieling

Started On: 05/03/2012 03:21 PM

Final Approval Date: 05/03/2012

**Work Session Calendars
2012**

Month	Date	Topics for Discussion
May	15	<ul style="list-style-type: none"> • No Work Session – Public Works meeting only
May	22	<ul style="list-style-type: none"> • Discuss Permitted Residential Uses (TG) • Consider City Land Acquisition Policy (PB) • Policy for the Disposition of Surplus City Owned Land (PB)
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> • Lot Combination Policy (TG) • Discuss Noise Ordinance (JW) • Discuss City Space/Booth at Game Fair 2012 (Kurt/Heidi) • Update Animal Ordinance (Tim G.) • Update Landfill Land use Plan (Tim G) • Discuss Zoning Code Amendments related to the 2030 Comprehensive Plan and Other Potential Amendments (TG) • Consider Amendments to Facility Use Program (Jo) • Discuss Leash Law (JW) • 167th & 47 Water Services Extension/Master Planning • Review Pilot Programs (e.g. volunteer programs – low maintenance options) • Build on outdoors/sportsmen’s market (e.g. stock pond/lake) • Develop community center/indoor sports complex • Old Town Hall relocation • Strategic Action Plan Update • Seek grant funding for transportation projects and service delivery • Complete US 10/ County Road 83 interchange design – pursue funding • Establish position on TH #47 South of Bunker to Highway #10 <p><u>Public Works</u></p> <ul style="list-style-type: none"> • Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp • Consider opportunities for four-wheeler & golf cart use • Review Project Management Issues (e.g. 151st & 167th Projects)
		HRA
Month	Date	Topics for Discussion
May	1	<ul style="list-style-type: none"> • Review Center Street Project Schedule • Review Comprehensive Plan Amendment for The COR (TG)
May	8	<ul style="list-style-type: none"> • HRA: Review Exit Strategy • HRA: Review Agreement with PSD regarding Master Declaration Resolution • HRA: Review Dashboard (<i>a regular agenda item for first regular meeting of month</i>)
Future		<ul style="list-style-type: none"> • Discuss Housing Assistance Policy (TG)