

**City of Ramsey**  
**Agenda**  
**Environmental Policy Board (EPB)**  
**Monday, March 16, 2020**  
**6:30 pm**  
**Council Chambers, 7550 Sunwood Drive NW**

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
  1. Approve Meeting Minutes Dated February 10, 2020
- 5. Policy Board Business**
  1. Review Natural Resources Aspects of The Preserve at Northfork Preliminary Plat (Project No. 19-147); Case of BK Properties
  2. Curbside Recycling Contract Status Update
- 6. Board/Staff Input**
- 7. Adjournment**

**Environmental Policy Board (EPB)**

**4. 1.**

**Meeting Date:** 03/16/2020

**By:** Chris Anderson, Community  
Development

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**Information**

**Title:**

Approve Meeting Minutes Dated February 10, 2020

**Action:**

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**Attachments**

Meeting Minutes Dated February 10, 2020

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**Form Review**

**Inbox**

Tim Gladhill

Form Started By: Chris Anderson

Final Approval Date: 03/12/2020

**Reviewed By**

Tim Gladhill

**Date**

03/12/2020 03:53 PM

Started On: 03/11/2020 01:42 PM

**ENVIRONMENTAL POLICY BOARD  
CITY OF RAMSEY  
ANOKA COUNTY  
STATE OF MINNESOTA**

On Monday, February 10, 2020, the Environmental Policy Board (EPB) met in the Lake Itasca Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present:     Chairperson Michael Valentine  
                          Board Member Reid Bernard  
                          Board Member Jane Covart  
                          Board Member Melissa Fetterley  
                          Board Member Michael Hiatt  
                          Board Member Laura Moore

Members Absent:     None

Also Present:         City Planner Chris Anderson

**1.     CALL TO ORDER**

Chairperson Valentine called the meeting to order at 6:30 p.m.

**2.     CITIZEN INPUT**

None.

**3.     APPROVE AGENDA**

Motion by Board Member Covart and seconded by Board Member Fetterley to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Valentine, Board Member Covart, Moore, Bernard, Fetterley, and Hiatt. Voting No: None.

**4.     APPROVE MINUTES**

**4.01: Approve Meeting Minutes Dated January 13, 2020**

Motion by Board Member Hiatt and seconded by Board Member Bernard to approve the regular meeting minutes dated January 13, 2020.

Motion carried. Voting Yes: Chairperson Valentine, Board Member Hiatt, Bernard, Covart, Fetterley, and Moore. Voting No: None.

**5.     POLICY BOARD BUSINESS**

**5.01: Continued Discussion on Potential Amendment to Landscape Requirements in the**

## **Employment Districts**

City Planner Anderson presented the staff report. He stated that at the December 2019 EPB meeting there was continued discussion about potential amendments to the landscaping requirements for the Employment Districts (E-1, E-2, and E-3), which originated as a result of the Delta ModTech Landscape Plan. The EPB had reviewed what various peer communities had for landscaping requirements. Additionally, the EPB expressed a desire to explore what the results would be if the Canopy Cover Formula, which is applied to multi-family developments, were applied. Staff was directed to prepare exhibits to assist the EPB in understanding what the various Code requirements would look like. He reviewed the different models and examples of what is required in neighboring communities.

Chairperson Valentine asked if it would be useful for the Board to outline goals. He stated that the Board could reinforce some of the strategic thought processes of staff. He commented that the ornamental trees and shrubs provide instant greenery, rather than awaiting the larger tree species to mature. He explained that diversity ensures immediate assistance with aesthetics. He agreed that the long-term projections should also be taken into account when landscaping, such as future expansions of a business.

Board Member Hiatt stated that one goal is to create a healthy environment in the landscaping plan, to ensure the health and longevity of the trees and plants installed and in the overall environment. He commented that having diversity in the tree population helps prevent against damage that could occur from future tree diseases. He asked if there is a way to incorporate natural landscaping, which could help to reduce the amount of impervious in the calculation, similar to stormwater ponds.

City Planner Anderson referenced the Great River Energy site in Elk River that is being decommissioned. He noted the natural landscaping work that occurred on that property and stated that it would be interesting to watch that site and see what happens without the active management that was occurring.

Chairperson Valentine stated that although he likes the idea of natural landscaping, not every site would be ideal for that. He commented that there is also a lot of management that is required, which does not make it ideal for every site.

Board Member Covart referenced the formula for the tree cover and asked if the different varieties would include more greenery and would mature more quickly to provide a variety in tree species.

City Planner Anderson provided details on the characteristics of the different tree groups and stated that having some formula would ensure a variety of species and growth rates.

Board Member Hiatt asked if there is a cost factor between the different species.

City Planner Anderson stated that cost does vary depending on species and cost would be a factor in landscaping. He noted that there are also trends that cause certain trees to be selected more often.

Board Member Moore stated that she would suggest an emphasis on fitting some native landscaping into each plan, if possible. She recognized that there is active management needed on the front end, but that tends to taper off throughout the years to a lesser amount.

City Planner Anderson stated that he will call Elk River to gain input from its staff on how that element has worked in their community.

Board Member Moore stated that she would be curious as to whether businesses are maintaining native landscaping that already existed or starting fresh.

Chairperson Valentine stated that it would be rare to find true native landscaping that already exists and does not include invasive species.

City Planner Anderson agreed that there would be limited sites where a native landscape truly exists and therefore, he would want input from the Board on whether it would want preservation of native landscaping or even preservation of just existing landscape vegetation, or newly established native landscaping.

Chairperson Valentine stated that although he believes that option should be provided, he would not want to see too much focus on that because of the effort and active management that is required.

City Planner Anderson stated that perhaps native landscaping is allowed as an incentive rather than as a requirement and confirmed the consensus of the Board.

Board Member Hiatt stated that flexibility within the canopy cover formula would allow the City to work with a developer to find a solution that would be good for the land and the developer.

Board Member Fetterley commented that this seems to be moving in the right direction. She commented that if the diversified percentages are built in, that would help to prevent the situation where someone presents a landscaping plan with only the largest canopy cover species.

Motion by Board Member Hiatt and seconded by Board Member Fetterley to direct staff to proceed with drafting an Ordinance Amendment for landscaping requirements in the Employment Districts based on the discussion of the Board.

Motion carried. Voting Yes: Chairperson Valentine, Board Member Hiatt, Fetterley, Bernard, Covart, and Moore. Voting No: None.

## **6. BOARD / STAFF INPUT**

- **Master Naturalist Course**

City Planner Anderson referenced an email that was sent out the previous week related to a Master Naturalist course. He noted that there will be an open house on Wednesday, February 12, and encouraged anyone interested to attend and learn more. He stated that there is a cost of \$275 but noted that this is a unique opportunity as people drive from all over the metro to attend and the course is being held in Ramsey. He noted that scholarship opportunities are available to assist with the cost.

Board Member Moore stated that anyone that applies for the scholarship would likely be accepted, to her knowledge.

City Planner Anderson stated that this seems like a topic of interest for the members of the Board. He noted that more people are needed to ensure that the course could be offered.

The Board discussed opportunities of Arbor Day activities involving the new elementary school.

Board Member Hiatt volunteered to assist in making the connection to Brookside.

## **7. ADJOURNMENT**

Motion by Board Member Covart and seconded by Board Member Moore to adjourn the meeting.

The meeting adjourned at 7:39 p.m.

Respectfully submitted,

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Chris Anderson  
City Planner

ATTEST:

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JoAnn Shaw  
Community Development Secretary

Drafted by Amanda Staple  
*TimeSaver Off Site Secretarial, Inc.*

**Meeting Date:** 03/16/2020

**By:** Chris Anderson, Community  
Development

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**Information**

**Title:**

Review Natural Resources Aspects of The Preserve at Northfork Preliminary Plat (Project No. 19-147); Case of BK Properties

**Purpose/Background:**

The City has received an application for a Preliminary Plat for The Preserve at Northfork, a new residential subdivision proposed south of Alpine Drive, west of Puma Street and the Riverstone subdivision (the "Subject Property"). The Preserve at Northfork proposes a combination of more traditional suburban lots (80 feet wide and 10,800 square feet in size) as well as villa style lots, similar to the products being offered in Riverstone, directly east of the Subject Property.

**Observations/Alternatives:**

**Existing Vegetation**

Per the City's Natural Resources Inventory (NRI), the Subject Property is classified as an Altered/Non-Native plant community. In the Minnesota Land Cover Classification System, the site is classified as a dry grassland. According to the Tree Inventory, the site is dominated by Red Cedar, Boxelder, Cottonwood, and Siberian Elm (invasive), which would not necessarily be considered a quality mix of species.

**Wetlands and Floodplains**

There are no identified wetlands or floodplains on the Subject Property. However, the Subject Property is within 1,000 feet of Lake Itasca and thus, it is within the Shoreland Overlay District (even though it is south of Alpine Drive).

**Tree Inventory and Preservation Plan**

A Tree Inventory and Preservation Plan was prepared and submitted with this application. As previously noted, there are not any high quality woodlands on the Subject Property; however, the Tree Preservation Ordinance is still applicable. A total of 8,001 inches of significant trees were inventoried. Just over half of those inches qualify as being exempt from the removal calculation due to being either off-site, listed as an invasive species (Siberian Elm), or being removed due to improvements such as trails, sidewalks, and stormwater ponds. So, there are 3,896 inches of significant trees and the project is proposing to remove 3,856 inches (about 99% of the significant tree inches).

Due to the proposed removals, reforestation and/or restitution will be required. A total of 1,898 inches of trees will need to be replanted or a payment of \$125 per inch paid into the Community Forestry Fund, or some combination of the two. Required landscaping does count toward the required reforestation, but, based on the Landscape Plan, only 946 inches are being proposed. This leaves a gap of 952 inches of required reforestation or a payment of \$119,000 (or some combination of the two). There likely is not sufficient space for an additional 952 inches of trees on site. Staff is seeking direction from the Environmental Policy Board on whether a reduction in reforestation and/or restitution may be considered.

**Landscape Plan**

The Landscape Plan includes a good mix species as well as both deciduous and coniferous trees. Due to the amount of reforestation required, the plan is proposing all trees to be 2.5 to 3 inches in caliper (minimum required size is 1 inch). Based on the proposed zoning for the Subject Property, which would be a split between R-1 Residential and R-2 Residential, part of the project requires two (2) trees per lot (R-1 Residential) and the other (R-2 Residential)

would be based on the Canopy Cover Formula. However, again, based on the reforestation requirements, additional plantings are necessary to erase the 'gap' left after base landscaping standards are met. Thus, Staff does not see a need necessarily to require the plan to be revised to address this matter and finds the Landscape Plan generally acceptable pending feedback from the EPB on the reforestation question.

**Policy Question**

As the EPB is now seeing aspects of Land Use Applications, specifically the Landscape and Tree Inventory/Preservation Plans, and how current regulations impact projects, Staff would like the EPB to assess how well the reforestation standard is working. Prior to the adoption of the reforestation standard, projects were simply required to provide a tree inventory to inform the City of what was present on a site and what would remain after development. That, along with a desire to persuade developers to attempt to preserve higher quality wooded areas, was the major purpose for developing a reforestation standard.

While reforestation is certainly a good thing, Staff would like feedback from the EPB on how its implementation is working. Presently, the same standard applies whether a site has a quality wooded area (e.g. oak woodland) or consists of mostly lower valued or less desirable species. Whether a project site is classified as a high quality natural community or an altered/non-native plant community, the same reforestation standard applies. Some things that Staff would like input on from the EPB are:

- Should an attempt be made to base reforestation on the quality of the existing vegetation on site?
- Should the City revisit the definition of a significant tree, specifically whether the size of oaks and evergreens should be increased?
- Should the City develop a replacement value for groupings of species (e.g. desirable, less desirable, undesirable)?
- Should a 'cap' be established in terms of maximum amount of reforestation and/or restitution that would be required, regardless of the amount of trees removed?
- Does the EPB think that the current Tree Preservation Standards are appropriate as is?

**Funding Source:**

All costs associated with this review are the responsibility of the Applicant.

**Action:**

Based on discussion regarding reforestation specific to this project.

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**Attachments**

Site Location Map

Landscape Plan

Tree Inventory

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**Form Review**

**Inbox**

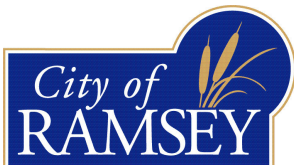
Tim Gladhill  
Form Started By: Chris Anderson  
Final Approval Date: 03/12/2020

**Reviewed By**

Tim Gladhill

**Date**

03/12/2020 03:54 PM  
Started On: 03/06/2020 11:32 AM



## Site Location Map

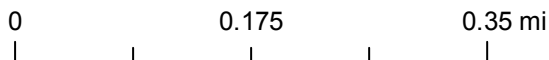
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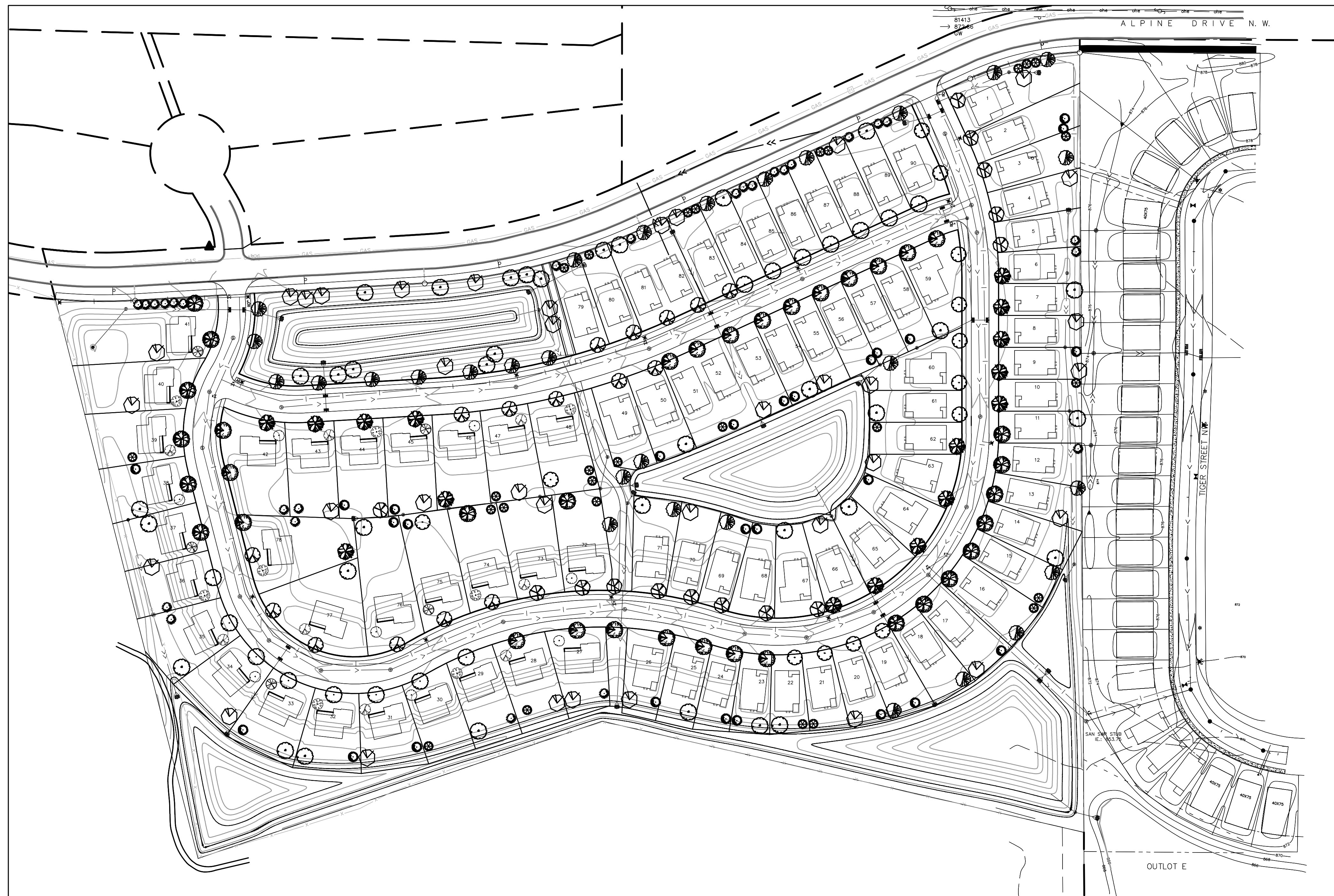
### Legend

-  Site
-  Parcels



Print Date: November 13, 2019





PLANTING SCHEDULE			
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
OVERSTORY TREES			
	SIENNA GLEN MAPLE/ACER FREEMANII 'SIENNA GLEN'	3" B&B	15
	AUTUMN BLAZE MAPLE/ACER X FREEMANII	3" B&B	20
	HACKBERRY/CELTIS OCCIDENTALIS	3" B&B	13
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	3" B&B	16
	RED OAK/QUERCUS RUBRA	3" B&B	16
	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS VAR INEMIS	3" B&B	14
	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	10-12' B&B	35
	NORTHWOOD MAPLE/ACER RUBRUM 'NORTHWOOD'	3" B&B	29
	KENTUCKY COFFEETREE/GYMNOCALADUS DIOICUS	3" B&B	16
	SWAMP WHITE OAK/QUERCUS BICOLOR	3" B&B	36
EVERGREEN TREES			
	WHITE PINE/PINUS STROBUS	6' B&B	27
	NORWAY SPRUCE/PICEA ABIES	6' B&B	27
	BLACK HILLS SPRUCE/PICEA GLUACA VAR DENSATA	6' B&B	27
ORNAMENTAL TREES			
	JAPANESE TREE LILAC/SYRINGA RETICULATA	2.5" B&B	8
	PRAIRIE FIRE CRAB/MALUS 'PRAIRIE FIRE'	2.5" B&B	8
	SERVICEBERRY/AMELANCHIER LAEVIS	2.5" B&B	8
	SUGAR TYME CRAB/ MALUS 'SUGAR TYME'	2.5" B&B	5

CITY LANDSCAPE REQUIREMENTS:  
TWO TREES/LOT. 90 LOTS X 2 TREES = 180 TREES

MITIGATION REQUIRED: 1,898" (SEE TREE PRESERVATION PLAN SUBMITTED BY OTHERS)

PROPOSED TREES: 320  
PROPOSED INCHES: 945.5"

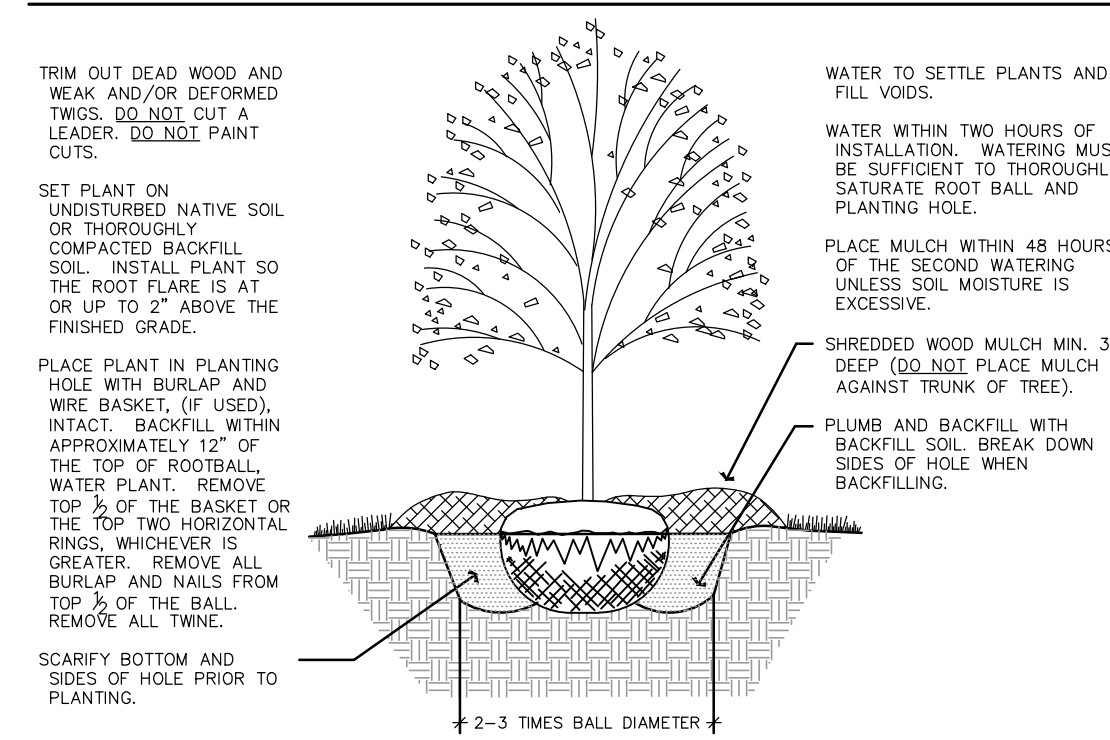
TREE LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE FINAL HOME DESIGNS AND DRIVEWAY LOCATIONS.

SURVEYING AND ENGINEERING BY SATHRE-BERGQUIST

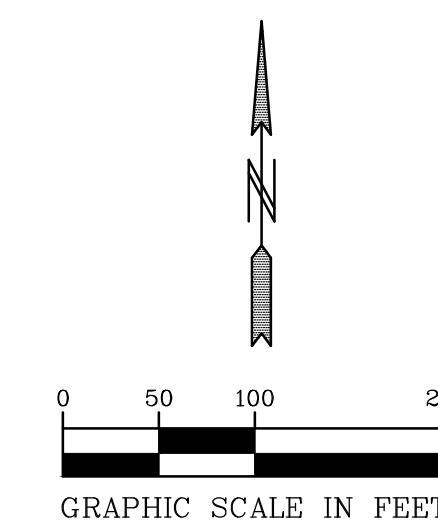
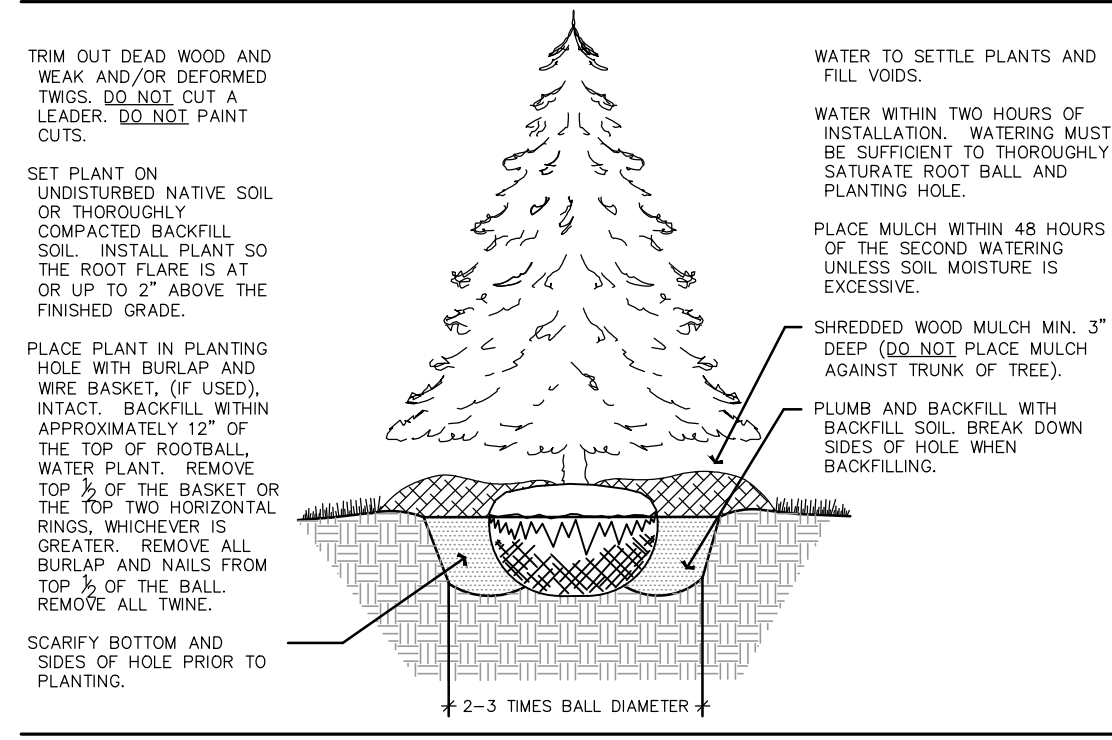
**LANDSCAPE NOTES**

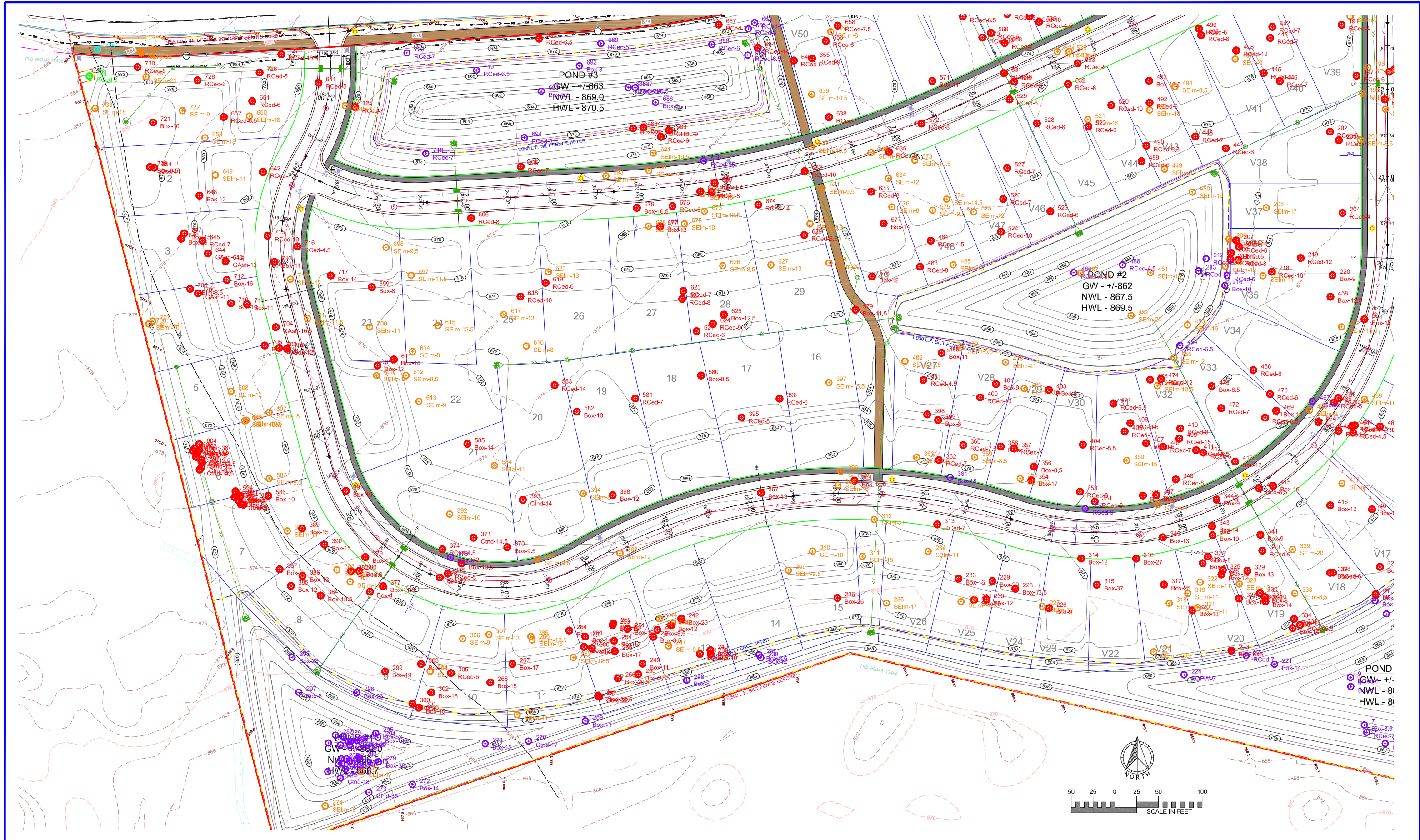
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

**DECIDUOUS TREE PLANTING DETAIL**



**CONIFEROUS TREE PLANTING DETAIL**





DRAWING NAME	NO.	BY	DATE	REVISIONS
TREE SURVEY				
DRAWN BY				
CHECKED BY				
DATE				
03/05/20				

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*Eric R. Johnson*  
 ERIC R. JOHNSON, P.E.  
 Date: 03/05/20 Lic. No. 56659

ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS

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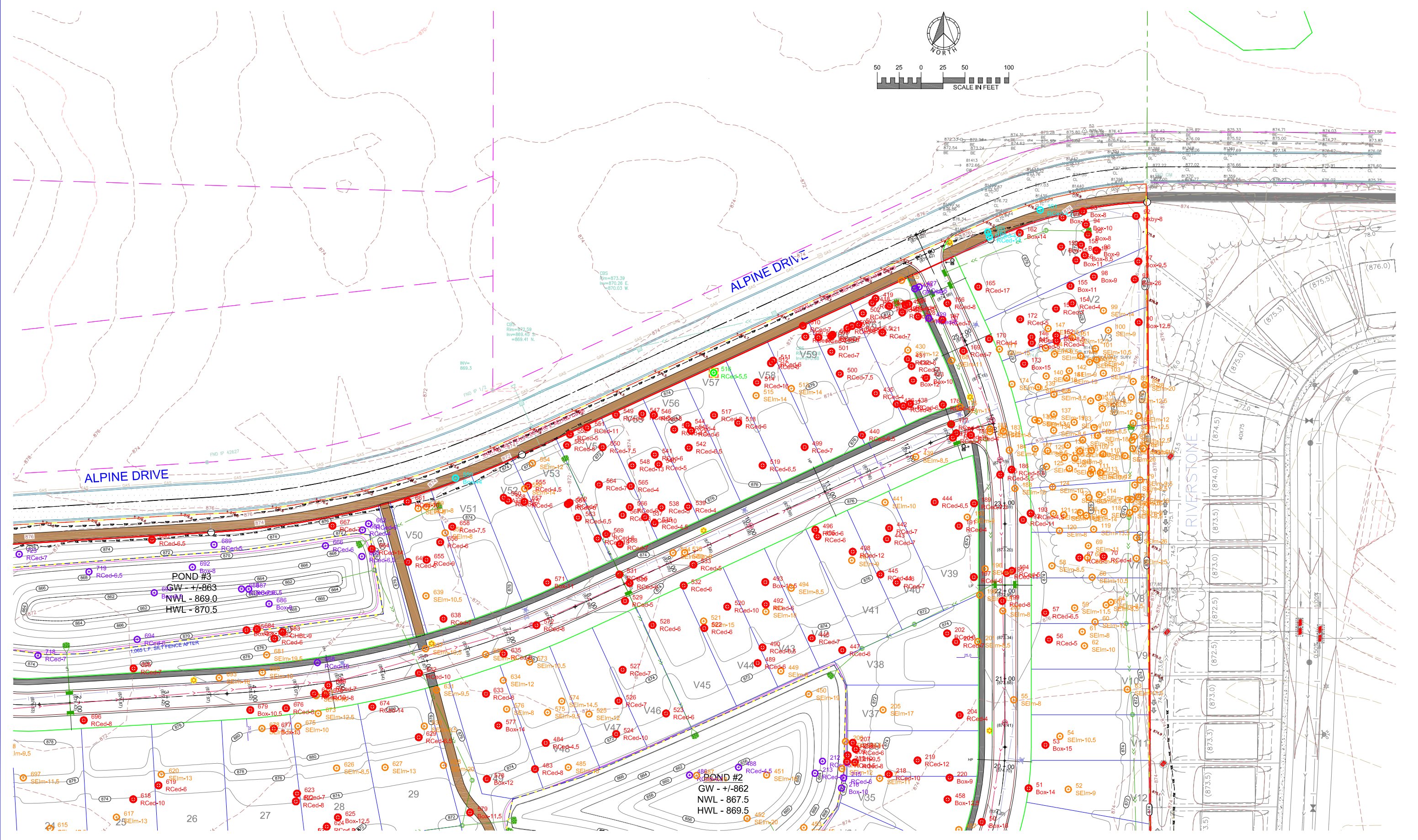
CITY PROJECT NO.  
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**RAMSEY, MINNESOTA**

**TREE SURVEY**  
**THE PRESERVE AT NORTHFORK**  
**BK LAND DEVELOPMENT**

FILE NO.  
 10945-003

**TS1**  
**TS5**



DRAWING NAME	NO.	BY	DATE	REVISIONS
TREE SURVEY				
DRAWN BY				
CHECKED BY				
DATE				
03/05/20				

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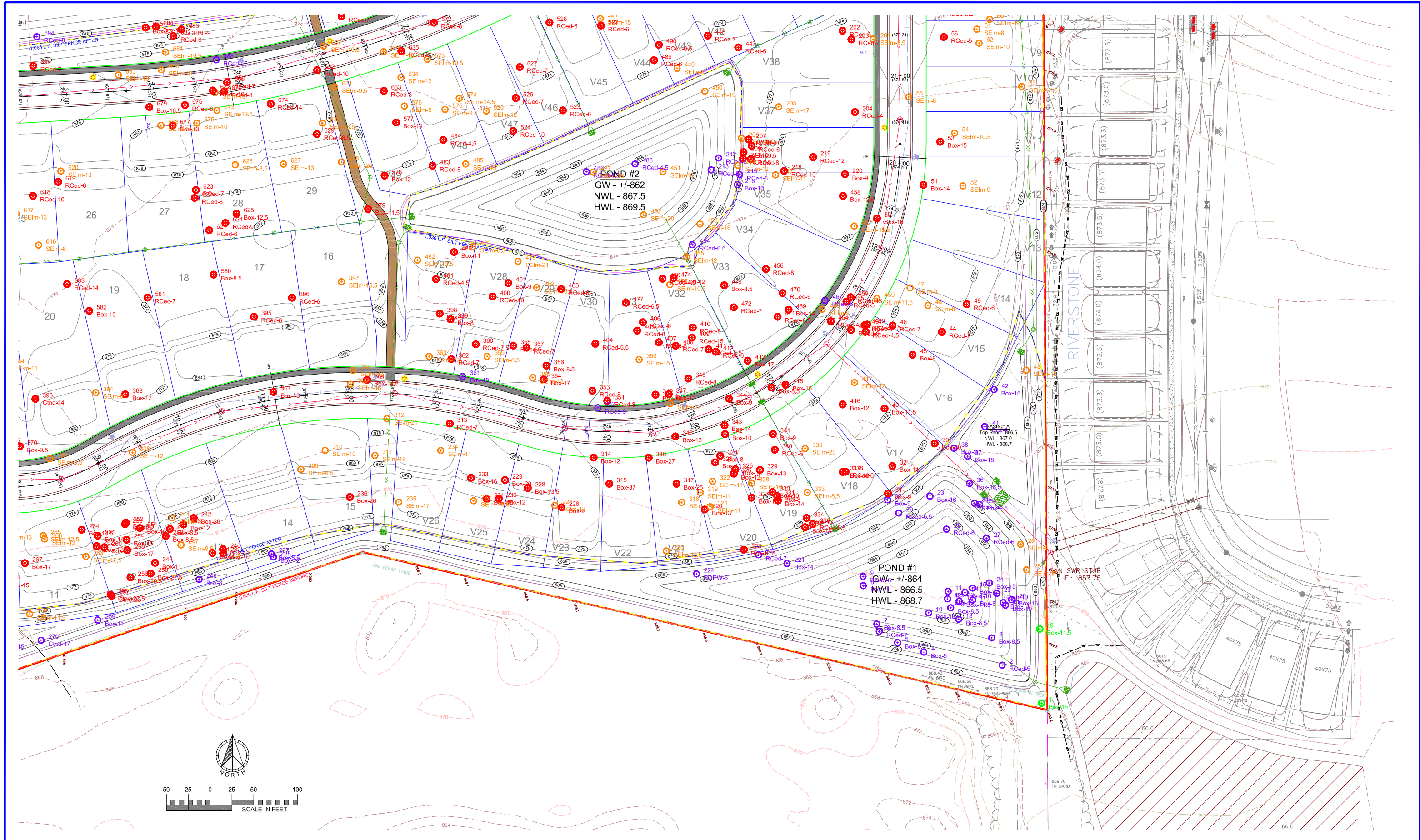
*Eric R. Johnson*  
 ERIC R. JOHNSON, P.E.  
 Date: 03/05/20 Lic. No. 56659

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CITY PROJECT NO.  
 ---  
**RAMSEY, MINNESOTA**

**TREE SURVEY**  
**THE PRESERVE AT NORTHFORK**  
**BK LAND DEVELOPMENT**

FILE NO.  
 10945-003  
**TS2**  
**TS5**



PROJECT NAME AND NUMBER

DRAWING NAME	NO.	BY	DATE	REVISIONS
TREE SURVEY				
DRAWN BY				
CHECKED BY				
DATE				
03/05/20				

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*Eric R. Johnson*  
 ERIC R. JOHNSON, P.E.  
 Date: 03/05/20 Lic. No. 56659

ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
 --

**RAMSEY, MINNESOTA**

**TREE SURVEY**  
**THE PRESERVE AT NORTHFORK**  
**BK LAND DEVELOPMENT**

FILE NO.  
 10945-003

**TS3**  
**TS5**

Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	
1	Boxelder	15.0	15.0					101	Elm, Siberian	10.5						201	Elm, Siberian	8.5						301	Boxelder	15.0	15.0					401	Boxelder	9.0		9.0				
2	Redcedar	5.0			5.0			102	Elm, Siberian	9.0						202	Redcedar	9.0		6.0					402	Elm, Siberian	15.0	15.0					402	Elm, Siberian	13.5					13.5
3	Boxelder	8.5			8.5			103	Elm, Siberian	8.0						203	Redcedar	7.0		7.0					403	Redcedar	14.0	14.0					403	Redcedar	6.0		6.0			
4	Boxelder	9.0			9.0			104	Elm, Siberian	8.5						204	Redcedar	4.0		4.0					404	Elm, Siberian	16.0	16.0				16.0	404	Redcedar	5.5		5.5			
5	Boxelder	8.5			8.5			105	Elm, Siberian	13.5						205	Elm, Siberian	17.0					17.0		405	Redcedar	6.0	6.0					405	Redcedar	6.0		6.0			
6	Redcedar	7.0			7.0			106	Elm, Siberian	12.0						206	Elm, Siberian	10.5					10.5		406	Redcedar	9.0	9.0			9.0	406	Redcedar	6.0		6.0				
7	Boxelder	8.5			8.5			107	Elm, Siberian	8.5						207	Redcedar	11.0		11.0					407	Redcedar	13.0	13.0			13.0	407	Redcedar	6.0		6.0				
8	Boxelder	11.0			11.0			108	Elm, Siberian	18.0						208	Redcedar	6.0		6.0					408	Elm, Siberian	12.0	12.0			12.0	408	Redcedar	7.0		7.0				
9	Redcedar	6.0			6.0			109	Elm, Siberian	8.5						209	Elm, American	9.5					9.5		409	Elm, Siberian	9.5	9.5			9.5	409	Redcedar	15.0		15.0				
10	Boxelder	18.0			18.0			110	Elm, Siberian	8.0						210	Redcedar	8.0		8.0					410	Elm, Siberian	10.0	10.0			10.0	410	Redcedar	8.0		8.0				
11	Boxelder	12.0			12.0			111	Elm, Siberian	8.0						211	Redcedar	5.0		5.0					411	Elm, Siberian	18.0	18.0			18.0	411	Redcedar	6.5		6.5				
12	Boxelder	19.0			19.0			112	Elm, Siberian	10.5						212	Redcedar	6.0			6.0				412	Elm, Siberian	21.0	21.0			21.0	412	Redcedar	6.0		6.0				
13	Boxelder	8.5			8.5			113	Elm, Siberian	12.0						213	Redcedar	9.0			9.0				413	Boxelder	7.0	7.0		7.0	413	Boxelder	17.0		17.0					
14	Boxelder	10.0			10.0			114	Elm, Siberian	11.0						214	Elm, Siberian	12.0					12.0		414	Boxelder	12.0	12.0		12.0	414	Boxelder	8.5		8.5					
15	Boxelder	9.5			9.5			115	Elm, Siberian	8.5						215	Redcedar	6.0		6.0					415	Boxelder	37.0	37.0		37.0	415	Boxelder	16.0		16.0					
16	Boxelder	11.5			11.5			116	Elm, Siberian	8.0						216	Boxelder	10.0			10.0				416	Boxelder	27.0	27.0		27.0	416	Boxelder	12.0		12.0					
17	Boxelder	8.0			8.0			117	Elm, Siberian	14.0						217	Elm, Siberian	11.0					11.0		417	Elm, Siberian	25.0	25.0		25.0	417	Elm, Siberian	12.0					12.0		
18	Boxelder	8.5			8.5			118	Elm, Siberian	8.0						218	Redcedar	10.0		10.0					418	Redcedar	16.0	16.0			16.0	418	Redcedar	9.5		9.5				
19	Boxelder	11.5	11.5					119	Elm, Siberian	13.5						219	Redcedar	12.0		12.0					419	Elm, Siberian	11.0	11.0			11.0	419	Redcedar	7.5		7.5				
20	Boxelder	16.0			16.0			120	Elm, Siberian	8.0						220	Boxelder	9.0		9.0					420	Redcedar	13.0	13.0		13.0	420	Redcedar	6.5		6.5					
21	Boxelder	10.0			10.0			121	Elm, Siberian	9.5						221	Boxelder	14.0			14.0				421	Elm, Siberian	11.0	11.0			11.0	421	Redcedar	7.0		7.0				
22	Boxelder	11.0			11.0			122	Elm, Siberian	14.5						222	Redcedar	7.0			7.0				422	Elm, Siberian	11.0	11.0			11.0	422	Redcedar	7.0		7.0				
23	Ash, green	10.0			10.0			123	Elm, Siberian	8.5						223	Boxelder	10.5		10.5					423	Boxelder	11.0	11.0		11.0	423	Redcedar	6.0		6.0					
24	Boxelder	15.0			15.0			124	Elm, Siberian	10.0						224	POPW	5.0			5.0				424	Redcedar	8.0	8.0		8.0	424	Redcedar	6.0		6.0					
25	Elm, Siberian	17.0				17.0		125	Elm, Siberian	15.0						225	Elm, Siberian	12.5			12.5				425	Elm, Siberian	13.0	13.0		13.0	425	Elm, Siberian	15.0					15.0		
26	Elm, Siberian	9.0				9.0		126	Elm, Siberian	14.0						226	Boxelder	9.0		9.0					426	Ash, green	12.0	12.0			12.0	426	Ash, green	9.0			9.0			
27	Redcedar	6.0			6.0			127	Elm, Siberian	8.0						227	Elm, Siberian	12.0			12.0				427	Boxelder	13.0	13.0		13.0	427	Redcedar	5.0		5.0					
28	Redcedar	6.0			6.0			128	Elm, Siberian	8.0						228	Boxelder	13.5		13.5					428	Elm, Siberian	10.0	10.0			10.0	428	Redcedar	6.0			6.0			
29	Redcedar	6.5			6.5			129	Elm, Siberian	11.5						229	Boxelder	20.0		20.0					429	Boxelder	13.0	13.0		13.0	429	Redcedar	6.0			6.0				
30	Boxelder	9.0			9.0			130	Elm, Siberian	13.0						230	Boxelder	12.0		12.0					430	Elm, Siberian	10.0	10.0		10.0	430	Elm, Siberian	12.0					12.0		
31	Boxelder	9.0			9.0			131	Elm, Siberian	10.0						231	Boxelder	15.0		15.0					431	Redcedar	8.0	8.0		8.0	431	Redcedar	6.0		6.0					
32	Boxelder	11.0			11.0			132	Elm, Siberian	15.0						232	Elm, Siberian	16.5			16.5				432	Redcedar	14.0	14.0		14.0	432	Redcedar	7.0		7.0					
33	Boxelder	16.0			16.0			133	Elm, Siberian	9.0						233	Boxelder	16.0		16.0					433	Elm, Siberian	8.5	8.5			8.5	433	Boxelder	10.0		10.0				
34	Boxelder	14.0			14.0			134	Elm, Siberian	8.5						234	Elm, Siberian	11.0			11.0				434	Boxelder	13.0	13.0		13.0	434	Boxelder	12.0		12.0					
35	Boxelder	9.5			9.5			135	Elm, Siberian	16.0						235	Elm, Siberian	17.0			17.0				435	Redcedar	14.0	14.0		14.0	435	Redcedar	4.0		4.0					
36	Boxelder	16.5			16.5			136	Elm, Siberian	13.0						236	Boxelder	26.0		26.0					436	Boxelder	5.5	5.5		5.5	436	Boxelder	13.0		13.0					
37	Boxelder	18.0			18.0			137	Elm, Siberian	19.0						237	Boxelder	8.5			8.5				437	Redcedar	18.0	18.0		18.0	437	Redcedar	8.0		8.0					
38	Boxelder	20.0			20.0			138	Elm, Siberian	8.5						238	Boxelder	12.0			12.0				438	Redcedar	6.0	6.0		6.0	438	Redcedar	6.5		6.5					
39	Boxelder	20.0			20.0			139	Elm, Siberian	8.5						239	Boxelder	10.0		10.0					439	Elm, Siberian	20.0	20.0			20.0	439	Elm, Siberian	8.5					8.5	
40	Boxelder	11.5			11.5			140	Elm, Siberian	18.0						240	Boxelder	11.0		11.0					440	Redcedar	6.0	6.0		6.0	440	Redcedar	6.5		6.5					
41	Boxelder	9.0			9.0			141	Elm, Siberian	19.0						241	Boxelder	9.5		9.5					441	Elm, Siberian	9.0	9.0		9.0	441	Elm, Siberian	10.0					10.0		
42	Boxelder	15.0			15.0			142	Elm, Siberian	9.0						242	Boxelder	20.0		20.0					442	Redcedar	10.0	10.0		10.0	442	Redcedar	7.0		7.0					
43	Elm, Siberian	13.0				13.0		143	Elm, Siberian	12.0						243	Boxelder	12.0		12.0					443	Redcedar	14.0	14.0		14.0	443	Redcedar	7.0		7.0					
44	Redcedar	7.0			7.0			144	Elm, Siberian	9.5						244	Elm, Siberian	18.0			18.0				444	Boxelder	9.0	9.0		9.0	444	Redcedar	6.5		6.5					
45	Boxelder	8.0			8.0			145	Redcedar	5.0			5.0			245	Boxelder	8.5		8.5					445	Boxelder	13.0	13.0		13.0	445	Redcedar	11.0		11.0					
46	Redcedar	7.0			7.0			146	Redcedar	9.0			9.0			246	Boxelder	8.5		8.5					446	Elm, Siberian	17.0	17.0		17.0	446	Redcedar	7.0		7.0					
47	Elm, Siberian	9.0				9.0		147	Elm, Siberian	14.5						247	Elm, Siberian	9.5			9.5				447	Redcedar	11.0	11.0		11.0	447	Redcedar	6.0		6.0					
48	Elm, Siberian	8.0				8.0		148	Redcedar	4.0			4.0			248	Boxelder	8.0			8.0				448	Redcedar	8.0	8.0		8.0	448	Redcedar	7.0		7.0					
49	Redcedar	6.0			6.0			149	Elm, Siberian	10.5		</																												

Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive	Tree #	Species	DBH	Saved	Removed	Exempt	Offsite	Invasive
501	Redcedar	7.0		7.0				601	Cottonwood	11.5		11.5				701	Elm, Siberian	11.5					11.5
502	Redcedar	8.0		8.0				602	Cottonwood	13.5		13.5				702	Boxelder	12.0		12.0			
503	Redcedar	6.5		6.5				603	Cottonwood	14.0		14.0				703	Boxelder	13.5		13.5			
504	Redcedar	5.5		5.5				604	Cottonwood	36.0		36.0				704	Ash, green	10.5		10.5			
505	Redcedar	9.0		9.0				605	Elm, Siberian	12.5					12.5	705	Boxelder	20.0		20.0			
506	Redcedar	7.0		7.0				606	Elm, Siberian	19.5					19.5	706	Elm, Siberian	10.0					10.0
507	Redcedar	6.0		6.0				607	Elm, Siberian	18.0					18.0	707	Elm, Siberian	11.0					11.0
508	Redcedar	7.0		7.0				608	Elm, Siberian	12.0					12.0	708	Elm, American	8.5		8.5			
509	Redcedar	6.0		6.0				609	Elm, Siberian	19.0					19.0	709	Ash, green	11.0		11.0			
510	Redcedar	7.0		7.0				610	Boxelder	12.0		12.0				710	Boxelder	10.0		10.0			
511	Redcedar	6.0		6.0				611	Boxelder	14.0		14.0				711	Boxelder	11.0		11.0			
512	Redcedar	8.0		8.0				612	Elm, Siberian	8.5					8.5	712	Boxelder	16.0		16.0			
513	Elm, Siberian	14.0					14.0	613	Elm, Siberian	9.0					9.0	713	Boxelder	11.0		11.0			
514	Redcedar	16.0		16.0				614	Elm, Siberian	8.0					8.0	714	Elm, Siberian	12.0					12.0
515	Elm, Siberian	14.0					14.0	615	Elm, Siberian	12.5					12.5	715	Redcedar	10.0		10.0			
516	Redcedar	5.5	5.5					616	Elm, Siberian	8.0					8.0	716	Redcedar	4.5		4.5			
517	Redcedar	8.0		8.0				617	Elm, Siberian	13.0					13.0	717	Boxelder	14.0		14.0			
518	Redcedar	6.0		6.0				618	Redcedar	10.0		10.0				718	Redcedar	7.0				7.0	
519	Redcedar	6.5		6.5				619	Redcedar	6.0		6.0				719	Redcedar	6.5				6.5	
520	Redcedar	10.0		10.0				620	Elm, Siberian	13.0					13.0	720	Boxelder	9.5		9.5			
521	Elm, Siberian	15.0					15.0	621	Redcedar	6.0		6.0				721	Boxelder	10.0		10.0			
522	Redcedar	6.0		6.0				622	Redcedar	8.0		8.0				722	Elm, Siberian	9.0					9.0
523	Redcedar	6.0		6.0				623	Redcedar	7.0		7.0				723	Redcedar	7.0				7.0	
524	Redcedar	10.0		10.0				624	Redcedar	9.0		9.0				724	Redcedar	7.0		7.0			
525	Elm, Siberian	12.0					12.0	625	Boxelder	12.5		12.5				725	Elm, Siberian	14.0					14.0
526	Redcedar	7.0		7.0				626	Elm, Siberian	8.5					8.5	726	Redcedar	5.0		5.0			
527	Redcedar	7.0		7.0				627	Elm, Siberian	13.0					13.0	727	Redcedar	10.5		10.5			
528	Redcedar	6.0		6.0				628	Elm, Siberian	20.0					20.0	728	Redcedar	6.0		6.0			
529	Redcedar	5.0		5.0				629	Redcedar	6.5		6.5				729	Elm, Siberian	21.0					21.0
530	Redcedar	6.0		6.0				630	Elm, Siberian	8.5					8.5	730	Redcedar	5.0		5.0			
531	Redcedar	6.0		6.0				631	Elm, Siberian	9.5					9.5	731	Elm, Siberian	22.0					22.0
532	Redcedar	6.0		6.0				632	Redcedar	10.0		10.0				732	Elm, Siberian	11.0					11.0
533	Redcedar	5.0		5.0				633	Redcedar	8.0		8.0				733	Elm, Siberian	18.0					18.0
534	Elm, Siberian	10.0					10.0	634	Elm, Siberian	12.0					12.0	734	Redcedar	8.0		8.0			
535	Elm, Siberian	9.0					9.0	635	Redcedar	8.0		8.0				735	Redcedar	8.0					8.0
536	Redcedar	4.5		4.5				636	Elm, Siberian	16.0					16.0	<b>Total DBH (in.)</b> 8001.0 <b>Tree Count</b> 735 4 394 97 5 235							
537	Redcedar	10.0		10.0				637	Elm, Siberian	10.5					10.5								
538	Redcedar	5.0		5.0				638	Redcedar	7.0		7.0				<b>Total Calliper Inches</b> 8001.0 <b>Exempt/Invasive Calliper Inches</b> 4030.5 <b>Offsite Calliper Inches</b> 75.0 <b>Net Calliper Inches</b> 3895.5  <b>60% Removal Limit</b> 2337.3 <b>Proposed Removal</b> 3855.5 99.0% <b>Required Reforestation</b> 1518.2  <b>Replacement Inches (1.25")</b> 1897.8							
539	Redcedar	4.0		4.0				639	Elm, Siberian	10.5					10.5								
540	Redcedar	5.0		5.0				640	Redcedar	6.0		6.0											
541	Redcedar	6.0		6.0				641	Redcedar	5.0		5.0											
542	Redcedar	6.5		6.5				642	Redcedar	7.0		7.0											
543	Redcedar	4.5		4.5				643	Ash, green	13.0		13.0											
544	Redcedar	4.0		4.0				644	Ash, green	11.5		11.5											
545	Redcedar	6.0		6.0				645	Redcedar	7.0		7.0											
546	Redcedar	8.0		8.0				646	Boxelder	15.0		15.0											
547	Redcedar	8.0		8.0				647	Boxelder	15.0		15.0											
548	Redcedar	13.0		13.0				648	Boxelder	13.0		13.0											
549	Redcedar	8.0		8.0				649	Elm, Siberian	11.0					11.0								
550	Redcedar	7.5		7.5				650	Elm, Siberian	16.0					16.0								
551	Redcedar	11.0		11.0				651	Redcedar	6.0		6.0											
552	Redcedar	5.0		5.0				652	Redcedar	6.5		6.5											
553	Redcedar	6.0		6.0				653	Elm, Siberian	18.0					18.0								
554	Elm, Siberian	12.0					12.0	654	Boxelder	11.0		11.0											
555	Redcedar	4.5		4.5				655	Redcedar	9.0		9.0											
556	Elm, Siberian	14.0					14.0	656	Redcedar	6.0		6.0											
557	Redcedar	6.0		6.0				657	Elm, Siberian	8.0					8.0								
558	Redcedar	6.0		6.0				658	Redcedar	7.5		7.5											
559	Boxelder	44.0					44.0	659	Elm, Siberian	8.0					8.0								
560	Aspen	9.5		9.5				660	Elm, Siberian	8.0					8.0								
561	Redcedar	6.0		6.0				661	Redcedar	10.0		10.0											
562	Redcedar	7.0		7.0				662	Redcedar	6.0				6.0									
563	Redcedar	6.5		6.5				663	Redcedar	4.0				4.0									
564	Redcedar	7.0		7.0				664	Redcedar	14.0		14.0											
565	Redcedar	4.0		4.0				665	Redcedar	6.5				6.5									
566	Redcedar	6.0		6.0				666	Redcedar	6.0				6.0									
567	Redcedar	6.0		6.0				667	Redcedar	7.0		7.0											
568	Redcedar	7.0		7.0				668	Redcedar	15.0				15.0									
569	Redcedar	6.0		6.0				669	Redcedar	7.0		7.0											
570	Redcedar	19.0		19.0				670	Redcedar	8.0		8.0											
571	Boxelder	11.0		11.0				671	Elm, Siberian	16.0					16.0								
572	Redcedar	8.0		8.0				672	Redcedar	10.0		10.0											
573	Elm, Siberian	10.5					10.5	673	Elm, Siberian	12.5					12.5								
574	Elm, Siberian	14.5					14.5	674	Redcedar	14.0		14.0											
575	Elm, Siberian	9.5					9.5	675	Elm, Siberian	10.0					10.0								
576	Elm, Siberian	8.0					8.0	676	Redcedar	8.0		8.0											
577	Boxelder	14.0		14.0				677	Boxelder	13.0		13.0											
578	Boxelder	12.0		12.0				678	Elm, Siberian	11.5					11.5								
579	Boxelder	11.5		11.5				679	Boxelder	10.5		10.5											
580	Boxelder	8.5		8.5				680	Elm, Siberian	10.0					10.0								
581	Redcedar	7.0		7.0				681	Elm, Siberian	19.5					19.5								
582	Boxelder	10.0		10.0				682	Redcedar	6.0		6.0											
583	Redcedar	14.0		14.0				683	CHBL	9.0		9.0											
584	Elm, Siberian	11.0					11.0	684	Boxelder	14.0		14.0											
585	Boxelder	14.0		14.0				685	Boxelder	23.0		23.0											
586	Boxelder	10.0		10.0				686	Boxelder	8.0				8.0									
587	Elm, Siberian	8.5					8.5	687	Redcedar	6.5				6.5									
588	Cottonwood	8.0		8.0				688	Redcedar	7.5				7.5									
589	Cottonwood	8.0		8.0				689	Redcedar	5.0				5.0									
590	Cottonwood	8.0		8.0				690	Redcedar	6.5		6.5											
591	Cottonwood	8.0		8.0				691	Boxelder	8.5				8.5									
592	Cottonwood	9.5		9.5				692	Boxelder	8.0				8.0									
593	Cottonwood	10.0		10.0				693	Elm, Siberian	18.0					18.0								
594	Cottonwood	11.5		11.5				694	Redcedar	8.0				8.0									
595	Cottonwood	9.5		9.5				695	Redcedar	7.0		7.0											
596	Cottonwood	14.5		14.5				696	Redcedar	8.0		8.0											
597	Cottonwood	12.0		12.0				697	Elm, Siberian	11.5					11.5								
598	Cottonwood	12.5		12.5				698	Elm, Siberian	9.5					9.5								
599	Cottonwood	12.5		12.5				699															

**Meeting Date:** 03/16/2020

**By:** Chris Anderson, Community  
Development

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**Information**

**Title:**

Curbside Recycling Contract Status Update

**Purpose/Background:**

The City is currently in the final year of a three (3) year contract with ACE Solid Waste for curbside collection of recyclable materials. The current contract will expire on December 31, 2020. Please note that this case and discussion focuses on the City's current organized curbside recycling contract. The current discussion does not contemplate extending the organized collection into solid waste disposal.

The purpose of this case is to begin discussions on policy direction before the current contract expires. There are essentially three (3) options that could be considered by the City:

1. Enter into negotiations with the current service provider to extend or renew the contract.
2. Prepare a Request for Proposals (RFP) for competitive bids for curbside collection of recyclables.
3. Migrate to an open hauling system that would not include management and oversight by the City, but would still involve licensing of haulers, reporting to Anoka County, and education efforts.

**Notification:**

Not applicable.

**Observations/Alternatives:**

State Statute (Chapter 115A Waste Management) requires that residents, including both single family and multifamily residences, have the opportunity to recycle. The City has historically satisfied this requirement with a contract for curbside collection of residentially generated recyclables. The current contract specifically addresses all town homes as well as single family residential homes. Note that apartment complexes and the manufactured home park are treated as commercial accounts and are not part of the current contract.

There are several advantages to operating with a contracted service:

- Participation rates are typically higher than in an open hauling system (currently, Ramsey's participation rate is at 90%).
- Generally decreases the number of trucks that would be on a street on collection day (depending on what services a hauler offers, there could be up to four [4] trucks servicing one address: garbage, recycling, yard waste, and organics), reducing both traffic volumes and wear and tear on residential streets.
- More efficient from an administrative and reporting perspective (generally only one hauler submitting tonnage reports, with the exception of the apartment complexes).
- More efficient from a promotion and marketing perspective (oftentimes, haulers have slightly different standards for accepted materials and thus, in an open hauling system, promotion and marketing is more generalized). This is even more critical now with the current downward trend of commodity values and the need to ensure clean recycling.
- Opportunity for the City to implement various standards/requirements such as providing labor and equipment for recycling events and assistance with program promotion and education.

Historically, communities that provide recycling service through a contract generally have higher participation rates and greater quantities of materials recycled compared to communities that operate in an open hauling system. One exception to this may be when a community has a year-round recycling center available for residents, such as those facilities operated by the cities of Andover and Coon Rapids.

Should the City move to an open hauling system, this would provide flexibility for property owners to select their own recycling service provider. This would, however, require various ordinance amendments related specifically to the licensing requirements. Most notably, City Code would need to be amended to specify licensed haulers offering garbage service must also offer recycling service and that each licensed hauler shall provide monthly tonnage reports to the City.

As a reminder, the City's recycling program is funded through the Select Committee On Recycling and the Environment (SCORE). Each community in Anoka County receives a base of \$10,000.00 plus another \$5.00 per household and has the ability to apply for additional enhancement funds to make improvements to their recycling program. Ramsey's allocation for 2020 is \$77,566.00. Additionally, the Anoka County Board of Commissioners also sets a tonnage goal for each community (based on 215 pounds per person per year per single family home and 160 pounds per person per year for multifamily buildings of five [5] units or more) and Ramsey's current goal is set at 2,840 tons. Ramsey has now achieved its recycling goal for sixteen(16) consecutive years.

The City has had a contract with ACE Solid Waste since approximately 1996. ACE Solid Waste calls Ramsey home and has provided good service for over twenty (20) years. The City and ACE continue to have a good working relationship. While ACE Solid Waste is headquartered in Ramsey, its parent company, Waste Connections Inc. (purchased in 2013), is headquartered in Texas.

ACE Solid Waste continues to provide dependable service and is investing in the community. In 2019, ACE Solid Waste initiated a \$2,000,000 building expansion on their property to improve their overall waste management operations. This expansion has created potential new opportunities as well, including a 'convenience center' for customer drop-off opportunities and the possibility of hosting recycling day events at ACE's site in the future.

Staff is working on getting this topic added to a future City Council Work Session for formal direction from City Council. Input from the Environmental Policy Board is desired before that discussion occurs.

#### Alternatives

Alternative 1. Recommend that the City continue to provide recycling service via a curbside recycling contract either by entering into negotiations with the current hauler (ACE Solid Waste) or draft an RFP for competitive bids. Providing recycling as a contracted service will best position the City to continue to meet or exceed its recycling goals. Furthermore, this would help to limit truck traffic volumes on residential streets and result in less wear and tear on roads. This would also provide the City with an opportunity to potentially expand (or at least explore) services covered by contract, such as introducing organics (beyond the current organics recycling drop-off program). This would also be most efficient from an administrative perspective as Staff would only be working with a single hauler regarding education, promotion, and reporting (again, with the exception of apartment complexes).

Alternative 2. Recommend that the City migrate to an open hauling system. This would give each property owner the flexibility to choose their recycling service provider. However, it is more likely to result in greater traffic volumes on collection day (or multiple collection days), more wear and tear on roads, and more Staff time when it comes to preparing required reports due to Anoka County. Staff would be concerned that this would ultimately result in a decrease in participation as well as an overall decrease in the quantity of materials recycled. Staff would not recommend this alternative at this time unless an additional recycling opportunity, such as a year-round recycling center, is considered.

#### Funding Source:

Staff is handling this case as part of its normal recycling duties, which will be covered through SCORE funds.

#### Action:

Based on discussion.

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### Attachments

Current Recycling Contract

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## Form Review

**Inbox**

Tim Gladhill

Form Started By: Chris Anderson

Final Approval Date: 03/12/2020

**Reviewed By**

Tim Gladhill

**Date**

03/12/2020 03:52 PM

Started On: 03/02/2020 04:11 PM

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

This agreement is made as of the 1<sup>st</sup> day of January, 2018, between the City of Ramsey, a Minnesota municipal corporation located at 7550 Sunwood Drive, Ramsey, MN 55303 (“City”), and Ace Solid Waste, Inc a Minnesota corporation located at 6601 McKinley St. N.W., Ramsey, MN 55303 (“Contractor”).

The City and the Contractor agree as follows:

**SECTION 1.                    PURPOSE**

The purpose of this agreement is to establish a curbside Recycling Program 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. “EXCLUDED WASTE” means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- D. “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.
- E. “RECYCLABLE MATERIALS” means glass containers having no plastic, metal or other lids, plastic containers, tubs and lids, 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.
- F. “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.

- G. "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. For recycling purposes, the City is divided into two collection areas: the east side and west side. The dividing line is Sunfish Lake Boulevard and Nowthen Boulevard. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule, with the east side collected one week and the west side collected the next week. 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 events:
  - 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 will provide every Residential Property with a Container. Single family homes will receive a sixty-five (65) gallon size Container and each townhome will receive a thirty-five (35) gallon size Container. After ninety (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.
  - 1. The Contractor shall provide a second Container to a Residential Property upon request at no cost as long as the Residential Property already has the largest available Container size.
- 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.
    - a. Contractor shall assist with preparation of articles for inclusion in the City's bi-monthly newsletter and the Ramsey Recycler publication. Articles shall focus on seasonal problem materials and/or seasonal increases in certain Recyclable Materials and other topics that will help improve tonnage and participation and reduce contamination.
- 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.
- G. The Contractor shall work with the City to develop and implement new programs and pilot projects to help increase tonnage and participation in the Recycling Program. Examples may include:
1. Expanding the list of Recyclable Materials.
  2. Providing equipment for additional drop-off opportunities (e.g. additional cardboard over holidays, organics collection, yard waste collection in the fall, etc.)
  3. Working with the City to provide additional curbside pick-up services (e.g. City-wide curbside appliance and/or electronics collection).
- H. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify the resident/business/generator, if such can be determined, that the Contractor may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

**SECTION 4. TERM OF CONTRACT**

- A. The term of this Contract shall be January 1, 2018 through December 31, 2020 (the "Contract Term").
- B. This Contract may be renewed at the City's option. Any renewal shall be subject to mutual Contract amendments proposed by the City and/or the Contractor. The unit cost of the Recycling Program shall be negotiated by the City and the Contractor prior to the granting of the renewal. The City may, however, in its sole discretion, seek competitive bids for renewal, and in its discretion, select another Contractor.
- C. The City shall notify the Contractor a minimum of three (3) months prior to the Contract's termination if the City intends to request a renewal. If the Contractor does not intend to renew this Contract, it shall notify the City at least six (6) months prior to the Contract's termination. If the Contractor notifies the City of its intent not to renew this Contract, it shall not bid on the new Contract.

**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 **6:30 a.m.** 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. to 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 and 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 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, including those caused by force majeure.

- G. The Contractor shall certify that the materials collected in the Recycling Program are delivered to a recycling processing center. Materials found to be landfilled are 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 the duration of the Contract. The City shall make payment to the Contractor by the 20<sup>th</sup> day of each month for the charges incurred during the immediately preceding month.
- 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 monthly 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 (tonnage) and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted to the City's Recycling Coordinator, either electronically or via mail, no later than the 15<sup>th</sup> 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 that 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. The Contractor shall provide the City with thirty (30) days' written notice prior to any cancellation or termination of any of the insurance policies required hereunder.

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. Notwithstanding anything contained herein to the contrary, the Contractor shall have no obligation to indemnify the City, or any of the City's subsidiaries, affiliates, or related companies, or any of their respective employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Contract, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party.

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**

If during the Term of this Contract either party shall be in breach of any provision of this Contract,

the other party may suspend its performance hereunder until such breach has been cured or terminate this Contract; provided, however, that no termination of this Contract shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Contract by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**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.



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

On this 31 day of July, 2017 before me, a Notary Public, personally appeared David Wiggins, the Div Vice 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

