

Pursuant to due call and notice thereof, a Council Workshop of the North Mankato City Council was held in the Council Chambers of the Municipal Building on March 17, 2014. Mayor Dehen called the meeting to order at 5:00 p.m. The following were present for the meeting: Mayor Dehen, Council Members Norland, Spears, and Freyberg, Administrator Harrenstein, Planner Fischer and City Clerk Gehrke. Absent: Council Member Steiner.

Comprehensive Plan – Chapter 3: Land Use and Growth Management

Administrator Harrenstein reported the consultants from WSB & Associates, Inc. were in attendance. He briefly reviewed the chapter noting that a few parcels shown on the future Land Use Map are identified as a change in zoning and the ramifications of that. He reported that Council input would be taken and a series of stakeholder meetings would be scheduled to look at the maps, goals, objectives and policies as set forth by the consultants and then be brought back to the Council for adoption.

Consultants Breanne Rothstein and Addison Lewis were in attendance and presented Chapter 3: Land Use & Growth Management. They summarized the goals, objectives and policies for future land use within the City. Consultant Rothstein spoke of the difference in the Land Use Map and the Zoning Map reporting the Land Use Plan is not the law, but the Zoning Code is the law. She reported the Land Use Plan is a vision for the community and is more general and doesn't discuss setbacks and other specifics. The Zoning Map is the tool to implement the Land Use Plan. She reported it is important for the Land Use Map and the Zoning Map to match; however, it is not legally required. State law authorizes a zoning ordinance as a tool to implement a Comprehensive Plan. Council Member Spears asked if in the future the City would be forced to have both the Land Use Map and Zoning Map match. Administrator Harrenstein stated that if a state agency imposed some regulatory action on us that required alignment of the land use map and zoning map, staff would recommend allowing the property owner the maximum latitude. If the maps are adopted as drafted and the Council adopts Chapter 3 everyone may continue to use their property as it is currently being used. The adoption of the land use plan would not affect properties as they are currently zoned unless a variance was being requested.

Mayor Dehen asked if a timeframe was in place when guiding properties to a different zone. Ms. Rothstein reported that the Council could put a timeframe on the zoning changes; however, the Comprehensive Plan does not currently have a timeframe.

In response to a question regarding how taxes are figured on guided property, Ms. Rothstein reported the County Assessor ultimately makes the decision regarding how taxes are placed on properties depending on the zone. Some Assessors will use highest and best use of property, but this question is for the County Assessor. Planner Fisher reported that can be a problem if non-conforming properties are refinanced or when the property is sold.

Consultant Addison Lewis reviewed the 7 different zones. He reviewed certain industrial properties which were guided to commercial. Some discussion was held regarding the zoning of property which is for sale at the corner of LorRay Drive and Lee Boulevard and access to the property. In response to a question, Planner Fischer reported the property for sale at the corner of LorRay Drive and Lee Boulevard is a Transitional Use District (TUD) and would need to be

zoned prior to any building on this property. The Council asked this parcel be guided to low/medium density residential or institutional.

Council Member Freyberg asked about the proposed zoning of property as high density residential use which is very far from the business district. Some discussion was held on land swaps to help move industrial from commercial areas.

Council Member Freyberg stated that as we complete the Comprehensive Plan, one item that should be added to the goals, objectives and policies is an Orderly Annexation Agreement with Belgrade Township.

Mr. Lewis stated when the plan was submitted to the Planning Commission, they requested the properties between Timm Road and Carlson Drive in the industrial park be guided as commercial/industrial mixed use. The Mayor recommended this area be shaded accordingly.

Discussion was held regarding the uses in Zone 3. The Administrator reported staff has reviewed this area and discussed the several different uses in this area. Council Member Spears stated this group should be included in the stakeholder meetings. The Mayor asked about trails from this area to the Dakota Meadows Middle School and area parks.

The Council reviewed the Goals, Objectives and Policies. Council Member Spears asked that incentivize be removed from Policy 1.2.2; he also questioned 1.3.2. With respect to Policy 1.1.4, Council Member Spears stated he would like to see a vision for this public plaza. The Mayor reported the I & S study addressed this issue. The Planner reported the Central Business District consists of 200, 300 and 400 blocks of Belgrade and rehabilitation could occur anywhere within this district.

In response to a question from Council Member Freyberg, Mr. Lewis reported Table 3.B Summary of Future Land Use will be updated and corrected. Council Member Freyberg stated it is very progressive doubling the size of the City's industrial acreage in the future. The study seems to be expanding heavy industrial which is the most expensive for the City stating his concern that he wants the Comprehensive Plan to be more reflective of the City uses. Mayor Dehen reported the heavy industrial uses will go down and commercial uses will go up in the final report. Administrator Harrenstein reported the City has a history of more industrial than commercial uses. He referenced the quality of life and the large number of acres for parkland. Council Member Norland stated we shouldn't limit our dreams. Council Member Freyberg referenced leapfrog development and asked that infill of undeveloped properties be completed. Administrator Harrenstein stated this could be added as a policy in the Comprehensive Plan.

There being no further business, the Council Workshop was adjourned at 6:55 p.m.

Mayor

City Clerk

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on March 17, 2014. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for the meeting, Mayor Dehen, Council Members Norland, Freyberg and Spears, City Administrator Harrenstein, Finance Director Thorne, Attorney Kennedy, City Clerk Gehrke, Planner Fischer and Public Works Director Swanson. Absent: Council Member Steiner.

Approval of Agenda

Council Member Norland moved, seconded by Council Member Spears, to approve the agenda as amended moving Item 10A. to 6.5. Vote on the motion: Norland, Freyberg, Spears and Dehen, aye; no nays. Motion carried.

Approval of Minutes

Council Member Freyberg moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of March 3, 2014. Vote on the motion: Norland, Freyberg, Spears and Dehen, aye; no nays. Motion carried.

Business Items**Comprehensive Plan – Chapter 4: Housing**

Planner Fischer acknowledged that consultants Breanne Rothstein and Addison Lewis of WSB & Associates, Inc. were in attendance at the Council meeting to answer questions regarding Chapter 4: Housing and presented an introduction of Chapter 4: Housing which included the inventory and analysis of the housing supply; comparison of owner-occupied and renter-occupied units; vacancies; value of housing; owner monthly costs as a percentage of household income; contract rent; and residential construction for the period between 2000 and 2012. This chapter also addressed the vision for housing in North Mankato. The Planning Commission reviewed Chapter 4: Housing and held discussions regarding Policy 1.2.3, Policy 2.1.5, Policy 2.1.4 and Policy 2.2.1. Regarding Policy 1.2.3, they asked if it was necessary to prepare a housing study. The Council asked that Policy 1.2.3: “Conduct a housing study to determine housing needs in the area” be removed as the City of Mankato recently completed an area housing study. Council Member Freyberg requested a copy of Mankato’s Housing Policy be sent to the City Council. In reference to Policy 2.1.5, the Planning Commission asked if it is necessary to limit rental units in specified areas and staff acknowledged support for this policy due to the increasing number of rental licenses requested. In reference to Policy 2.1.4: the Planning Commission asked if the Port Authority Commission is responsible for housing rehabilitation. The City Administrator stated this would be more of a function for the Community Development area. In reference to Policy 2.2.1: “For new development or redevelopment, consider streetscape improvements such as attractive street lighting, boulevards, sidewalks on at least one side of the street, landscaping and vegetation, and other amenities that enhance the visual appearance of neighborhoods. Consider similar opportunities in existing neighborhoods as street reconstruction projects occur.” the Planning Commission asked if these types of improvements should be considerations or requirements. Council Member Spears reported he was okay with leaving Policy 2.2.1 as it reads. The Planner reported the Planning Commission had no other comments regarding Chapter 4 of the Comprehensive Plan. The Council reviewed the Goals, Objects and Policies intended to achieve the vision for housing. Administrator Harrenstein stated the implemented policies will be a plan of action for staff.

Council Member Spears noted that according to the data presented in Chapter 4, 28 percent of North Mankato residents might find it difficult to make their mortgage payments.

Public Hearing, 7 p.m. – Consider Amending City Code Chapter 52, Water Service, Section 52.03, Repair of Leaks

Mayor Dehen opened the public hearing to consider amending Chapter 52, Water Service, of the City Code. The purpose of the amendment is to allow for water usage credit for repair of frozen service lines. John and Mary Lowrie, 501 Valerie Lane, appeared before the Council to speak about their frozen service line. The Council reviewed the proposed ordinance amending this Section 52.03 and asked that Line 5 be changed to read as follows: “Any credit issued shall only apply for charges during the at-risk period for a maximum of four months as determined by the Public Works Director.” There being no one else appearing before the Council, the Mayor closed this portion of the meeting.

Ord. No. 56, Fourth Series, Amending City Code Chapter 52, Water Service, Section 52.03

Council Member Freyberg moved, seconded by Council Member Norland, to adopt Ord. No. 56, Fourth Series, Amending City Code Chapter 52, Water Service, Section 52.03 with the change to Line 5 of the Ordinance. Vote on the Ordinance: Norland, Freyberg, Spears and Dehen, aye; no nays. Motion carried.

Consent Agenda

Council Member Freyberg moved, seconded by Council Member Norland, to approve the Consent Agenda which includes:

- A. Bills and Appropriations.
- B. Res. No. 17-14 Approving Donations/Contributions/Grants.
- C. February Monthly Budget Report
- D. Parade Permit for Bookin’ on Belgrade Nearly 5K Family Fun Run, Saturday, June 7, 2014, from 9 a.m. to 10:15 a.m.
- E. Large Group Permit for Disabled American Veterans’ Picnic, Spring Lake Park, Sunday, July 27, 2014 from 7 a.m. to 5 p.m.

Vote on the motion: Norland, Freyberg, Spears and Dehen, aye; no nays. Motion carried.

Public Comments

Barb Church, 102 E. Wheeler Avenue

Barb Church, 102 E. Wheeler Avenue, appeared before the Council and asked that all interested parties be included in discussions regarding the Comprehensive Plan and that discussions regarding land use changes be sensitive to residents living in those areas.

Jane Keltgen, 1652 Pleasant View Drive

Jane Keltgen, 1652 Pleasant View Drive, appeared before the Council and expressed her concern regarding the cars speeding along Pleasant View Drive and asked for a speed limit for that area. She also requested four-way stop signs be placed at the corner of Garfield Avenue and Sherman Street.

John Hurd, 732 Garfield Avenue

John Hurd, 732 Garfield Avenue, appeared before the Council and stated his opposition to four-way stop signs at the corner of Garfield Avenue and Sherman Street.

Mayor and Council Comments:

Council Member Norland

Council Member Norland reported she finished reading the community read book *When the Emperor was Divine* and it was excellent.

Council Member Freyberg

Council Member Freyberg reported the Intergovernmental Committee discussed CCTV and also the feasibility of providing another sheet of ice. He asked that the minutes from this meeting be distributed to the entire Council.

Mayor

The Mayor reported he received a letter from State Representative Clark Johnson who stated his strong support for the completion of the expansion of Highway 14 from New Ulm to Rochester.

The Mayor presented a letter from Scott Thiem for an alternate bike trail along Old Belgrade Hill.

Public Comments

Dan Sarff, City Engineer

City Engineer Dan Sarff reported efforts to secure federal funding for the Lookout Drive improvements between Howard Drive and the intersection of Commerce Drive and North Ridge Drive were successful. He reported of this \$3.3 million project, the City will received \$630,000 from the Highway Safety Improvement Plan and \$1.6 million from the Surface Transportation Plan. He reported the Minnesota Department of Transportation (MnDOT) securing funding in the amount of \$630,000 for their portion of the project. He reported this leaves a balance of \$500,000 for the City's share. Since funds will be distributed over a period of three years, he and the Public Works Director will be working with MnDOT to coordinate this project. Construction should begin in 2015 or 2016.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Spears, the meeting was adjourned at 7:35 p.m.

Mayor

City Clerk

Notice of Hearing on Improvement

Notice is hereby given that the City Council of the City of North Mankato will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, at 7:00 p.m. on Monday, April 7, 2014 to consider the making of Project No. 13-02AC, Roe Crest-Noretta-Belgrade Ravine improvements pursuant to Minn. Stat. §§ 429.011 to 429.111. The area proposed to be assessed for such improvement is the street and utility improvements on "Old" Belgrade Avenue. The estimated cost of the improvement is \$1,714,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

Dated this 20th day of March 2014 and 2nd day of April 2014.

/s/Nancy Gehrke
Nancy Gehrke, CMC
City Clerk

RESOLUTION NO.

RESOLUTION ORDERING IMPROVEMENT
AND AUTHORIZING PREPARATION OF
PLANS AND SPECIFICATIONS
FOR PROJECT NO. 13-02AC ROE CREST-NORETTA-BELGRADE
RAVINE AND BELGRADE AVENUE IMPROVEMENTS

WHEREAS, a resolution of the City Council adopted the 17th day of March, 2014, fixed a date for a Council improvement hearing on Project No. 13-02AC Roe Crest-Noretta-Belgrade Ravine and Belgrade Avenue Improvement Project, and

WHEREAS, a Neighborhood Meeting was held on February 18, 2014, and

WHEREAS, a ten-day mailed notice and two-week published notice of the hearing was given, and the hearing was held thereon on the 7th day of April, 2014, at which all persons desiring to be heard were given an opportunity to be heard thereon,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, as follows:

- 1) Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
- 2) Such improvement is hereby ordered as proposed in the Council resolution adopted the 17th day of March, 2014.
- 3) Bolton & Menk, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
- 4) The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Adopted by the City Council this 7th day of April 2014.

Mayor

ATTEST:

City Clerk

CLAIM REPORT
 BILLS PAID AFTER THE COUNCIL MEETING OF MARCH 17, 2014
 END OF MONTH

77333	Cardmember Service	charge card items-All Depts.	\$11,788.95
77334	AT & T Mobility	cell phone bill-Bookmobile	\$24.82
77335	Benco Electric Cooperative	electric bill-Sewer Dept.	\$2,181.00
77336	Telrite Corporation	long distance phone bill-All Depts.	\$224.68
77337	US Postmaster	postage for Spring newsletter-Comm Dev	\$1,282.60
77338	University of Minnesota	registration for continuing education-Park Dept.	\$50.00
77339	Verizon Wireless	cell phone bill-Gen Gov, Police & Comm Dev	\$145.44
77340	ICMA Retirement Trust - 457	employee payroll deductions	\$3,923.85
77341	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$685.00
77342	Law Enforcement Labor Service	employee payroll deductions	\$450.00
77343	NCPERS Minnesota-Unit 662400	employee payroll deductions	\$192.00
77344	United Way	employee payroll deductions	\$225.62
77345	Delta Dental	employee payroll deductions	\$890.85
77346	National Insurance Services	life insurance for April	\$589.19
77347	Void	Void	\$0.00
77348	Void	Void	\$0.00
77349	National Insurance Services	long term disability insurance for April	\$1,246.41
77350	National Insurance Services	voluntary life insurance for April	\$68.50
77351	Enventis	telephone bill-All Depts.	\$461.40
77352	Sprint	PCS connection card data plan-Police, Street & P/A	\$234.39
	Total		<u>\$24,664.70</u>

CLAIMS CONTINUED

General	\$20,396.38
Water	\$1,234.06
Sewer	\$2,484.16
Sanitary Collection	\$113.00
Storm Water	\$29.57
Public Access	<u>\$407.53</u>
Total	<u><u>\$24,664.70</u></u>

PORT AUTHORITY INVOICES
BILLS PAID AFTER THE COUNCIL MEETING OF MARCH 17, 2014
END OF MONTH

None to report

List of Port Authority Bills in the Amount of \$0.00

Council Meeting of April 7, 2014

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

List of Bills in the Amount of \$24,664.70

Council Meeting of April 7, 2014

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

CLAIM REPORT
FOR REGULAR COUNCIL MEETING OF APRIL 7, 2014

77353	ICMA Retirement Trust - 457	employee payroll deductions	\$3,923.85
77354	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$685.00
77355	John Deere Financial	equipment parts-Street & Park Depts.	\$246.26
77356	PowerPlan	equipment parts-Gen Gov, Street & Park Depts.	\$3,761.41
	Ahlman's	ammo-Police Dept.	\$810.00
	Alexandria Tech & Community College	training-Fire Dept.	\$100.00
	Alpha Wireless	equipment parts & speaker mics-Police Dept.	\$537.60
	Ameripride Services	mats, uniform & towel service-Street, Shop & Library	\$583.94
	American Payment Centers	utility drop box rental-Sewer Dept.	\$93.00
	American Public Works Association	membership dues-Street Dept.	\$217.50
	Apt Machining & Fabricating, Inc.	supply-Shop	\$360.00
	Bellkato Corporation	equipment repair-Street Dept.	\$290.00
	Benco Electric Cooperative	electric bill-All Depts.	\$27,235.08
	Blue Earth Environmental Co.	removal & disposal of asbestos 410 Range-Comm Dev	\$2,450.00
	Bobholz, Jacob	travel expenses for training-Water Dept.	\$203.05
	Bolton & Menk, Inc.	engineering fees-All Depts.	\$31,166.65
	C & S Supply Co., Inc.	equipment parts & supplies-All Depts.	\$603.72
	Caretaker's of Mankato	snow removal-Public Access	\$457.15
	Cargill, Inc.	road salt-Street Dept.	\$5,350.02
	CDW Government	equipment parts-Gen Gov & Library	\$1,259.76
	CenterPoint Energy	gas bill-All Depts.	\$13,468.47
	Christensen, Joan	refund water bill credit	\$25.39
	City of Mankato	wastewater fee for April-Sewer	\$65,000.00
	Computer Technology Solutions	equipment parts & computers-All Depts.	\$15,833.25
	Countryside Refrigeration & Heating	professional service 410 Range-Comm Dev	\$141.00
	Crysteel Truck Equipment	equipment parts-Street & Fire Dept.	\$2,900.28
	Dalco	supplies-Shop & Library	\$198.92
	Department of Transportation	14/41 Interchange Phase II-2011 Construction	\$1,407,748.42
	Ditch Witch of Minnesota	equipment parts-Street Dept.	\$451.88
	Dittrich Mechanical & Fabrication	railing for Wheeler Bldg-Park Dept.	\$605.47
	Emergency Apparatus Maintenance	pump test-Fire Dept.	\$2,114.96
	EPA Audio Visual, Inc.	professional service-Public Access	\$4,496.00
	Express Services	crossing guards-Police Dept.	\$1,159.58
	Fastenal Companies	supplies-Water Dept.	\$11.66

CLAIMS CONTINUED

Ferguson Enterprises	supplies- Water & Sewer Depts.	\$112.09
Forrey Septic System's & Excavating	sand-Street & Comm Dev Block Grant	\$2,194.58
Foth Infrastructure	professional services-Recycling	\$694.00
Fred Pryor Seminars	registration fee for seminar-Gen Gov	\$199.99
Freyberg Petroleum Sales, Inc.	oil-Street Dept.	\$411.95
Frontline Plus, Inc.	civil defense sirens-Police Dept.	\$12,205.00
Gale/Cengage Learning	book-Library	\$15.99
Gangelhoff, Brian	running shoes-Police Physical Fitness	\$140.00
Grainger	supplies & equipment parts-Caswell & Water Depts.	\$117.07
Greater Mankato Growth	registration fee for annual meeting-Mayor/Council	\$131.25
H & L Mesabi	plow blades-Street Dept.	\$9,670.14
Haayer, Marion	registration fee for emergency mgmt training-Police	\$25.00
Hansen Sanitation	refuse pickup-Recycling	\$49,143.05
Hawkins, Inc.	chemicals & equipment parts-Water Dept.	\$5,930.27
Ingram Library Services	books-Library	\$1,504.91
Intech	support contract-Police Dept.	\$4,795.00
JT Services	Spring Lake Park lighting-Park Dept.	\$14,575.00
Jetter Clean, Inc.	professional service-Park & Water Depts.	\$1,716.50
Kano Laboratories, Inc.	lubricant-Water Dept.	\$111.75
Kendell Doors & Hardware, Inc.	door-Police Dept.	\$389.24
Kennedy & Graven, Chartered	professional service-Comm Dev	\$258.20
Kibble Equipment	snowblower & equipment parts-Gen Gov & Park	\$86.50
Kussmaul Electronics	equipment parts-Bookmobile	\$663.01
LJP Enterprises, Inc.	trailer rent for March & April-Recycling	\$1,200.00
Lawson Products	plow bolts-Street	\$381.50
League of Minnesota Cities	fee for workshop-Police Dept.	\$20.00
Lloyd Lumber	equipment parts & supplies-All Depts.	\$796.50
MAGFA	deposit refund for MAGFA Spring Fling tournament	\$100.00
MacTools Distributor	supply-Shop	\$29.99
Mankato Public Schools	transportation for special program-Library	\$64.12
Masterswitch IT	licenses for e-mail-Unallocated	\$1,507.99
Matheson Tri-Gas, Inc.	welding supplies-Shop	\$269.20
Menards-Mankato	supplies & safe-All Depts.	\$675.65
Minneapolis Finance Department	APS annual access fee-Police Dept.	\$204.00
Minnesota Fire Service Certification Board	firefighters certification exam-Fire Dept.	\$500.00
Minnesota Truck & Tractor, Inc.	equipment parts-Recycling	\$375.27
Minnesota Valley Testing Lab	water & sample testing-Water & Sewer Depts.	\$277.25
MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$2,414.02
Mobile Glass Service	equipment parts-Gen Gov	\$85.00
Motion Industries	lubricant-Shop	\$21.48

CLAIMS CONTINUED

MRCI	wages for MRCI employees-Recycling	\$8,720.80
Minnesota State University	work study students-Library	\$172.00
North Central International	equipment parts-Street & Bookmobile	\$530.05
OverDrive	downloadable audio & ebooks-Library	\$1,211.70
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$190.63
Pohlman, Tim	travel expenses for meeting-Fire Dept.	\$114.80
Rader, Duane	travel expenses for conference-Sewer Dept.	\$150.56
River Bend Business Products	copier maintenance-Gen Gov, Police & Library	\$286.00
South Central Regional Fire Dept. Assn.	membership dues-Fire Dept.	\$50.00
South Central College	training-Fire Dept.	\$2,240.00
SPS Companies, Inc.	supplies-Water Dept.	\$341.53
Staples Advantage	supplies-All Dept.	\$1,133.27
Streicher's	ammo-Police Dept.	\$800.00
Tactical Solutions	radar calibration-Police Dept.	\$203.00
Twin Rivers Council for the Arts	2014 contribution-Area Agency Disbursements	\$10,000.00
United Rentals	equipment rental-Comm Dev Block Grant	\$280.62
Verizon Wireless	cell phone & internet bill-All Depts.	\$242.32
Viking Electric Supply	electrical supplies-Street, Bookmobile & Water	\$520.04
WSB & Associates, Inc.	Comprehensive Plan-Comm Dev	\$2,369.50
Werner Electric Supply	supply-Water Dept.	\$8.72
Westman Freightliner	equipment parts-Street Dept.	\$191.31
Zahl Equipment Service	equipment parts-Street Dept.	\$92.00
Total		<u>\$1,738,350.58</u>

CLAIMS CONTINUED

General	\$128,159.38
Community Development Block Grant	\$1,452.16
Port Authority	\$50.42
Capital Facilities & Equipment Replacement-General	\$2,987.60
Port Authority State Revolving Loan Fund	\$2,414.02
2011 Construction	\$1,416,024.92
Water	\$26,420.04
Sewer	\$87,159.25
Recycling	\$16,257.47
Storm Water	\$2,987.60
Solid Waste	\$49,143.05
Public Access	\$5,294.67
Total	<u>\$1,738,350.58</u>

PORT AUTHORITY INVOICES
FOR REGULAR COUNCIL MEETING OF APRIL 7, 2014

MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$2,414.02
Verizon Wireless	cell phone bill-Port Authority	<u>\$50.42</u>
Total		<u><u>\$2,464.44</u></u>

List of Port Authority Bills in the Amount of \$2,464.44

Council Meeting of April 7, 2014

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

List of Bills in the Amount of \$1,738,350.58

Council Meeting of April 7, 2014

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minn. Stat. 465.03 and 465.04 allows the governing body of any city, county, school district or town to accept gifts for the benefit of its citizens in accordance with terms prescribed by the donor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following donations/contributions/grants are approved as follows:

Donor of Gift	Restriction on Gift	Amount
William G. Altnow Estate	Capital Facilities & Equipment Replacement - Police Department	\$9,000.00
Rapidan Progress Club	General Fund - Library	\$100.00
Kenneth L. Gansen	General Fund – Library Book Bag	\$140.00
Jo Marie Robbins	General Fund – Library Audio Books	\$75.00
Taylor Corporation	General Fund – Library Summer Read	\$3,500.00
Realife Cooperative of St. Peter	General Fund – Library Book Bag	\$120.00

Adopted by the City Council this 7th day of April 2014.

Mayor

City Clerk



CITY OF NORTH MANKATO
APPLICATION FOR PARADE PERMIT

This application, accompanied by a map of the parade route and the required application fee, shall be submitted to the Chief of Police at least fourteen (14) days in advance of the parade date.

Applicant Information

Name: Bob Olson

Address: 326 Mound Avenue

City: Mankato State: MN Zip: 56001

Telephone: 388-7576

Sponsoring Organization: A.B.A.T.E.

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Occasion for Parade: Awareness Parade

Date of Parade: May 3, 2014 Estimated Length of Parade: up to 300

Estimated Starting Time: 1:00 Estimated Finish Time: 1:30

General Composition of Parade: Motorcycles

As a duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic.

ROBERT P. OLSON
Applicant

3-26-14
Date

Pursuant to Section 10.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

[Signature] #701
Chief of Police

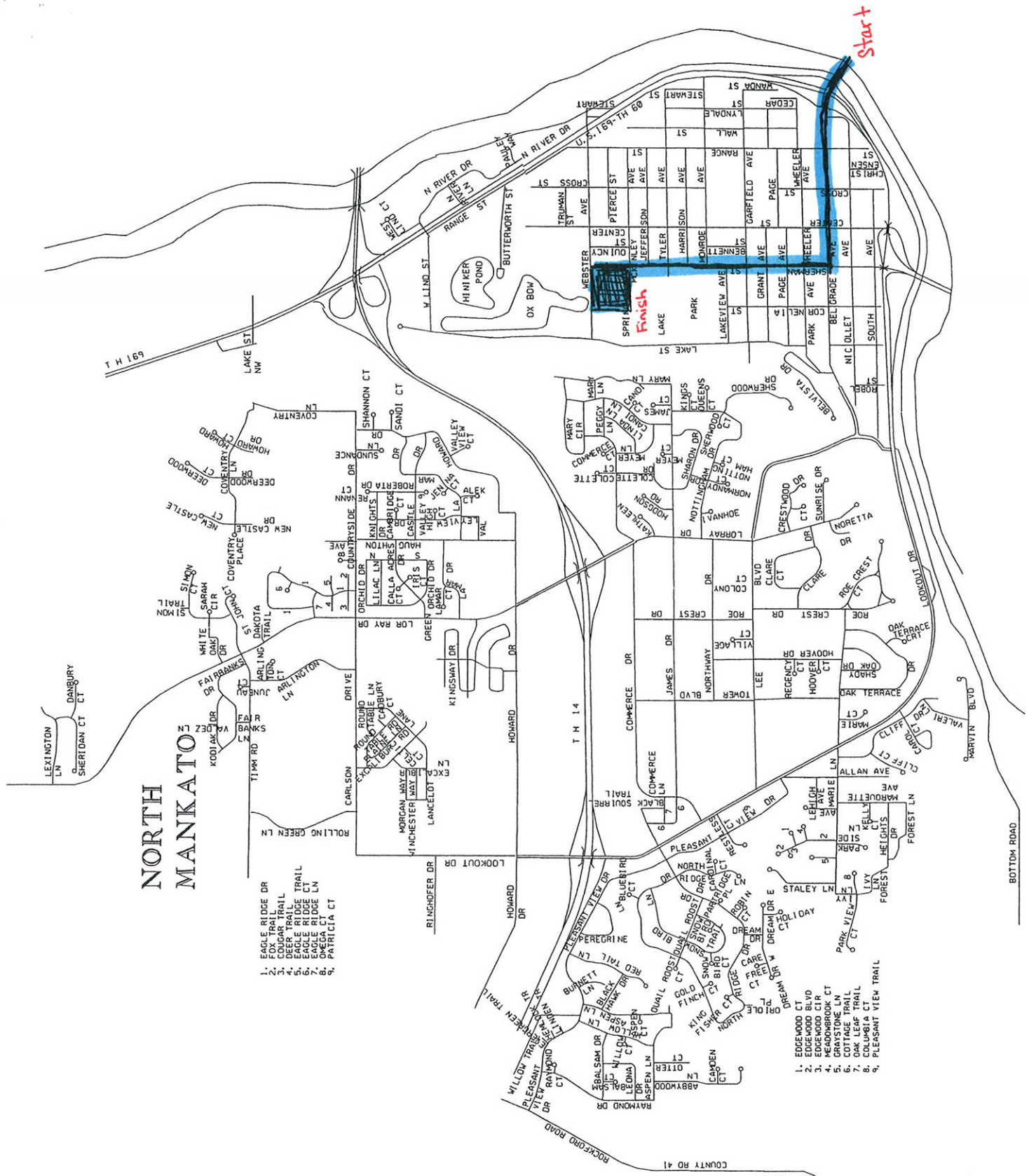
03-27-14
Date

COMMENTS/ADDITIONAL STIPULATIONS:

NORTH MANKATO

1. EAGLE RIDGE DR
2. FOX TRAIL
3. COUGAR TRAIL
4. DEER TRAIL
5. EAGLE RIDGE CT
6. EAGLE RIDGE LN
7. EAGLE RIDGE LN
8. OMEGA CT
9. PATRICIA CT

1. EDGEWOOD CT
2. EDGEWOOD BLVD
3. EDGEWOOD CIR
4. MEADOWBROOK CT
5. GRAYSTONE LN
6. COTTAGE TRAIL
7. COLUMBIA CT
8. COLUMBIA CT
9. PLEASANT VIEW TRAIL



Start

Finish

BOTTOM ROAD

COUNTY RD 41



MEMORANDUM

To: John Harrenstein, City of North Mankato
From: Tammy Omdal
Date: April 3, 2014
Re: Property Tax Abatement

The City is planning to use property tax abatement authority in connection with financing public infrastructure improvements, including certain public street and utility improvements in connection with the 2014 Roe Crest-Belgrade Ravine Improvement Project (the "Project"). This memorandum briefly describes the use of tax abatement authority for this purpose.

Background

The name "tax abatement" is misleading. The enabling statute (Minnesota Statutes, Sections 469.1812 to 469.1815) does not authorize the actual "abatement of taxes". Instead, the City has the ability to levy a property tax (an abatement levy) that is equivalent to taxes that could be abated. The revenue derived from an abatement levy can be used for a variety of purposes. The City plans to certify a property tax abatement levy to pay a portion of the debt service on the general obligation bonds to be issued to fund the Project; the portion to be paid from abatement levy is for the street and storm water portions only.

Findings

The statute requires a finding that the use of tax abatement is in the public interest. The statute defines the reasons. Reasons specific to the proposed Project include to increase or preserve tax base and to finance or provide public infrastructure.

Process

Following notice and a public hearing on May 19th, the City Council will consider a resolution approving the property tax abatement. The resolution will include all necessary findings and will define the parameters for the tax abatement. The statute does not require any other documents or notifications (i.e., individual notice to property within the abatement area).

Abatement Levy

The total amount of the taxes proposed to be abated by the City on the parcels identified within the abatement area is estimated to be not more than \$1,200,000 collected over a 15-year term, or approximately \$80,000 per year. The annual abatement levy is spread over the City's entire general tax base (net tax capacity) the same as the general fund levy. Property within the abatement area will pay the same amount of City taxes as property outside of the abatement area. There is no different impact on individual property tax statements for property within the abatement area from other property within the City as a whole.

CITY OF NORTH MANKATO

NOTICE OF PUBLIC HEARING
REGARDING PROPOSED PROPERTY TAX ABATEMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota (the "City") will hold a public hearing at or after 7:00 p.m. on Monday, May 19, 2014, at City Hall, 1001 Belgrade Avenue in the City, on the proposal that the City abate all or a portion of property taxes levied by the City on the properties identified by the following parcel identification numbers (the "Property"):

18.660.0040	18.769.0470	18.806.0130	18.834.0280	18.742.0030
18.660.0030	18.747.0150	18.806.0220	18.834.0270	18.706.0060
18.660.0010	18.719.0160	18.747.0140	18.495.0030	18.780.0020
18.881.0030	18.480.0280	18.706.0100	18.561.0080	18.739.0010
18.881.0040	18.647.0030	18.719.0040	18.719.0190	18.480.0010
18.881.0060	18.783.0020	18.682.0320	18.719.0180	18.561.0030
18.881.0020	18.011.2550	18.561.0060	18.525.0080	18.561.0010
18.881.0050	18.681.0210	18.769.0260	18.012.3200	18.804.0050
18.883.0030	18.806.0200	18.769.0870	18.493.0120	18.834.0290
18.883.0020	18.769.0830	18.747.0010	18.719.0150	18.480.0300
18.762.0080	18.561.0070	18.747.0020	18.524.0070	18.719.0050
18.883.0010	18.808.0100	18.769.0060	18.762.0100	18.735.0020
18.884.0030	18.808.0010	18.769.0620	18.493.0190	18.532.0020
18.884.0020	18.769.1150	18.824.0020	18.493.0180	18.525.0070
18.884.0010	18.550.0130	18.769.0610	18.493.0200	18.769.0590
18.482.0070	18.769.1170	18.769.0675	18.493.0210	18.706.0010
18.885.0010	18.706.0050	18.769.0600	18.480.0160	18.842.0350
18.886.0020	18.769.0520	18.480.0110	18.833.0010	18.842.0360
18.886.0030	18.493.0160	18.711.0070	18.480.0320	18.842.0370
18.886.0040	18.010.0700	18.617.0070	18.561.0040	18.842.0380
18.682.0260	18.525.0090	18.683.0100	18.533.0050	18.769.0980
18.681.0250	18.545.0010	18.616.0630	18.616.0280	18.769.0950
18.682.0280	18.011.2500	18.480.0310	18.754.0010	18.532.0105
18.762.0070	18.769.0540	18.769.0750	18.769.0440	18.769.0780
18.616.0450	18.769.1120	18.769.0760	18.706.0240	18.762.0090
18.769.0240	18.616.0360	18.706.0080	18.011.0800	18.616.0500
18.682.0290	18.742.0010	18.769.0650	18.806.0280	18.769.0340
18.682.0250	18.480.0050	18.834.0680	18.769.0850	18.011.0415
18.428.0030	18.769.1130	18.834.0690	18.753.0010	18.480.0200
18.081.0020	18.428.0070	18.714.0020	18.706.0140	18.769.0800
18.682.0300	18.834.0520	18.460.0040	18.681.0010	18.617.0040
18.769.0250	18.780.0030	18.480.0240	18.881.0010	18.426.0090
18.683.0090	18.769.0770	18.522.0020	18.480.0150	18.660.0020
18.616.0460	18.706.0160	18.769.1220	18.480.0040	18.769.0480
18.769.0230	18.769.0040	18.769.0660	18.489.0010	18.808.0075
18.762.0060	18.842.0400	18.011.1200	18.426.0100	18.682.0130
18.817.0030	18.842.0410	18.537.0020	18.769.0560	18.682.0240
18.817.0010	18.769.0510	18.426.0080	18.011.0500	18.428.0136
18.817.0040	18.769.0430	18.747.0200	18.681.0100	18.525.0140

18.536.0010	18.460.0010	18.769.0380	18.769.0490	18.769.1180
18.681.0260	18.011.1100	18.525.0150	18.616.0600	18.664.0010
18.428.0120	18.493.0050	18.748.0030	18.747.0080	18.533.0070
18.682.0020	18.682.0230	18.616.0020	18.683.0120	18.834.0700
18.682.0090	18.834.0650	18.616.0400	18.769.0405	18.769.0200
18.428.0090	18.550.0080	18.741.0010	18.480.0270	18.616.0620
18.428.0040	18.769.1190	18.525.0200	18.493.0100	18.834.0510
18.428.0220	18.804.0110	18.711.0100	18.482.0030	18.706.0180
18.428.0230	18.769.0350	18.741.0020	18.706.0150	18.808.0090
18.428.0240	18.683.0190	18.683.0250	18.769.0790	18.807.0140
18.682.0010	18.525.0130	18.839.0030	18.532.0010	18.806.0050
18.682.0270	18.706.0020	18.681.0200	18.534.0050	18.681.0140
18.532.0115	18.769.1230	18.523.0030	18.808.0050	18.681.0220
18.769.0330	18.806.0270	18.809.0080	18.616.0380	18.834.0300
18.762.0030	18.806.0240	18.809.0090	18.534.0060	18.617.0030
18.011.1300	18.616.0010	18.498.0290	18.745.0010	18.711.0010
18.432.0020	18.748.0010	18.844.0020	18.537.0030	18.769.0840
18.011.1400	18.762.0040	18.844.0010	18.806.0230	18.524.0010
18.011.1500	18.809.0120	18.769.1100	18.535.0010	18.011.2305
18.010.0545	18.681.0090	18.616.0540	18.683.0180	18.706.0210
18.844.0030	18.480.0170	18.682.0200	18.805.0050	18.427.0020
18.706.0130	18.805.0060	18.534.0030	18.769.0530	18.480.0070
18.804.0100	18.747.0060	18.481.0090	18.525.0170	18.011.2700
18.804.0100	18.808.0020	18.480.0330	18.806.0040	18.806.0210
18.769.1160	18.711.0115	18.417.0040	18.806.0250	18.420.0970
18.482.0050	18.617.0010	18.498.0070	18.769.0970	18.480.0140
18.806.0030	18.417.0030	18.498.0060	18.769.0960	18.532.0090
18.681.0230	18.858.0010	18.524.0060	18.498.0210	18.011.2100
18.706.0350	18.495.0040	18.808.0110	18.834.0150	18.769.0190
18.834.0670	18.682.0190	18.493.0170	18.011.0200	18.806.0080
18.011.2495	18.523.0010	18.804.0140	18.480.0230	18.806.0090
18.804.0120	18.532.0080	18.769.0450	18.780.0010	18.804.0130
18.683.0060	18.745.0020	18.769.0360	18.659.0020	18.747.0130
18.834.0660	18.804.0040	18.010.0800	18.808.0030	18.011.3000
18.525.0110	18.428.0060	18.498.0200	18.808.0040	18.834.0010
18.682.0330	18.428.0050	18.886.0010	18.616.0470	18.532.0030
18.795.0020	18.616.0310	18.011.0410	18.809.0010	18.432.0010
18.764.0040	18.681.0295	18.680.0010	18.493.0040	18.806.0170
18.480.0080	18.583.0020	18.475.0010	18.498.0180	18.706.0170
18.428.0130	18.616.0490	18.532.0100	18.498.0280	18.010.0600
18.683.0170	18.706.0120	18.769.0500	18.498.0270	18.521.0030
18.616.0390	18.769.1210	18.532.0095	18.842.0180	18.739.0020
18.616.0220	18.769.0120	18.681.0130	18.740.0010	18.012.3100
18.616.0210	18.617.0020	18.683.0050	18.534.0040	18.808.0060
18.616.0190	18.884.0040	18.719.0170	18.482.0020	18.617.0050
18.480.0120	18.479.0010	18.480.0090	18.806.0060	18.681.0050
18.842.0390	18.682.0140	18.769.0100	18.806.0070	18.681.0040
18.683.0130	18.681.0030	18.683.0030	18.561.0020	18.683.0230
18.682.0340	18.659.0010	18.681.0190	18.804.0060	18.525.0100

18.480.0190	18.011.1700	18.683.0240	18.804.0070	18.011.2496
18.616.0590	18.747.0110	18.532.0070	18.493.0010	18.481.0020
18.683.0110	18.809.0070	18.682.0350	18.011.2600	18.498.0260
18.769.0420	18.682.0170	18.769.0820	18.834.0020	18.498.0250
18.711.0125	18.480.0260	18.011.0900	18.834.0030	18.498.0240
18.682.0210	18.561.0090	18.525.0195	18.769.0180	18.498.0230
18.769.0920	18.809.0100	18.769.0860	18.683.0200	18.498.0220
18.762.0120	18.769.0730	18.711.0015	18.769.0110	18.808.0120
18.621.0030	18.532.0040	18.616.0550	18.011.1600	18.428.0200
18.742.0020	18.427.0010	18.719.0030	18.706.0040	18.769.0370
18.824.0010	18.498.0020	18.769.0550	18.686.0020	18.719.0060
18.621.0020	18.498.0090	18.480.0220	18.686.0010	18.012.3310
18.616.0142	18.498.0080	18.711.0020	18.686.0030	18.428.0190
18.616.0150	18.532.0015	18.611.0040	18.533.0060	18.428.0198
18.616.0160	18.011.2200	18.611.0040	18.616.0436	18.428.0170
18.621.0130	18.769.0320	18.416.0030	18.616.0050	18.428.0150
18.011.0425	18.683.0140	18.561.0050	18.616.0060	18.744.0020
18.081.0010	18.524.0020	18.769.1060	18.621.0040	18.842.0430
18.428.0100	18.524.0030	18.769.1070	18.769.0050	18.735.0010
18.769.1250	18.524.0040	18.787.0020	18.747.0030	18.525.0200
18.498.0050	18.524.0050	18.740.0020	18.532.0110	18.480.0180
18.834.0260	18.666.0810	18.420.0960	18.817.0020	18.769.0670
18.763.0010	18.714.0010	18.834.0530	18.428.0010	18.769.1020
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18.806.0290	18.769.1080	18.809.0060	18.769.0410	18.011.1800
18.524.0080	18.498.0120	18.616.0300	18.681.0270	18.616.0320
18.011.0420	18.498.0110	18.706.0220	18.683.0080	18.769.0220
18.769.0690	18.498.0100	18.482.0060	18.861.0030	18.753.0020
18.533.0030	18.769.0810	18.460.0020	18.550.0090	18.834.0320
18.682.0120	18.616.0530	18.460.0030	18.804.0080	18.525.0160
18.495.0020	18.769.0570	18.528.0010	18.804.0090	18.809.0030
18.711.0120	18.583.0010	18.428.0140	18.706.0110	18.706.0070
18.756.0010	18.806.0300	18.428.0020	18.764.0010	18.706.0090
18.769.0460	18.842.0420	18.683.0040	18.011.2305	18.493.0110
18.834.0250	18.683.0150	18.762.0110	18.769.0170	18.428.0210
18.011.2900	18.674.0010	18.681.0120	18.616.0250	18.769.0090
18.747.0180	18.480.0100	18.616.0610	18.616.0240	18.839.0020
18.480.0250	18.806.0260	18.428.0080	18.769.0080	18.616.0100
18.804.0030	18.681.0150	18.683.0160	18.616.0090	18.616.0080
18.769.0940	18.681.0160	18.532.0120	18.764.0020	18.616.0110
18.706.0190	18.682.0150	18.769.0270	18.764.0030	18.616.0120
18.834.0310	18.769.0290	18.621.0120	18.769.1140	18.616.0130
18.769.1110	18.482.0040	18.616.0170	18.493.0090	18.616.0070
18.769.0580	18.762.0010	18.621.0110	18.493.0030	18.769.1200
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18.683.0210	18.616.0420	18.681.0070	18.805.0040	18.011.2800
18.806.0190	18.616.0560	18.769.0910	18.420.0950	18.706.0360
18.532.0050	18.769.0020	18.769.0900	18.561.0100	18.682.0180
18.711.0130	18.842.0050	18.769.0890	18.480.0060	18.534.0020

18.493.0130	18.493.0230	18.769.0880	18.480.0210	18.804.0180
18.839.0010	18.493.0220	18.762.0020	18.480.0030	18.804.0170
18.524.0090	18.493.0240	18.682.0160	18.534.0010	18.805.0030
18.426.0030	18.493.0070	18.683.0220	18.861.0010	18.769.0030
18.706.0200	18.493.0060	18.480.0130	18.861.0020	18.482.0080
18.769.0630	18.493.0080	18.011.0700	18.769.0930	18.417.0010
18.417.0020	18.493.0150	18.616.0230	18.769.0710	18.681.0060
18.806.0010	18.493.0140	18.769.1040	18.537.0010	18.621.0050
18.769.1090	18.769.1000	18.769.1050	18.616.0270	18.807.0010
18.747.0100	18.522.0010	18.616.0580	18.769.0990	18.706.0030
18.681.0180	18.747.0170	18.683.0010	18.747.0050	18.814.0010
18.747.0070	18.769.1010	18.681.0170	18.769.0720	18.681.0240
18.686.0040	18.741.0030	18.769.0160	18.806.0100	18.769.0280
18.525.0120	18.616.0370	18.747.0040	18.616.0510	18.719.0070
18.621.0090	18.748.0020	18.747.0160	18.426.0040	18.681.0080
18.616.0410	18.616.0570	18.809.0020	18.804.0160	18.719.0010
18.616.0340	18.428.0110	18.806.0120	18.763.0030	18.493.0020
18.616.1100	18.833.0020	18.682.0220	18.621.0060	18.532.0060
18.616.1090	18.769.1030	18.787.0010	18.616.0260	18.495.0010
18.616.0330	18.769.0390	18.806.0140	18.769.0300	18.769.0010
18.747.0090	18.498.0040	18.681.0110	18.769.0310	18.616.0350
18.616.0040	18.498.0030	18.806.0150	18.682.0110	18.498.0130
18.747.0120	18.482.0010	18.011.1900	18.842.0340	18.498.0190
18.682.0310	18.481.0010	18.711.0030	18.837.0010	18.498.0170
18.683.0020	18.809.0110	18.711.0040	18.769.0140	18.769.0700
18.769.0070	18.014.0200	18.711.0050	18.648.0010	18.719.0020
18.806.0160	18.769.0130	18.769.1240	18.769.0640	18.011.2300
18.769.0740	18.814.0020	18.805.0010	18.804.0150	18.806.0110
18.885.0020	18.804.0010	18.711.0060	18.533.0020	
18.883.0040	18.804.0020	18.769.0150	18.616.0200	
18.621.0100	18.806.0020	18.805.0020	18.621.0070	

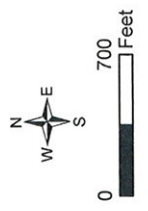
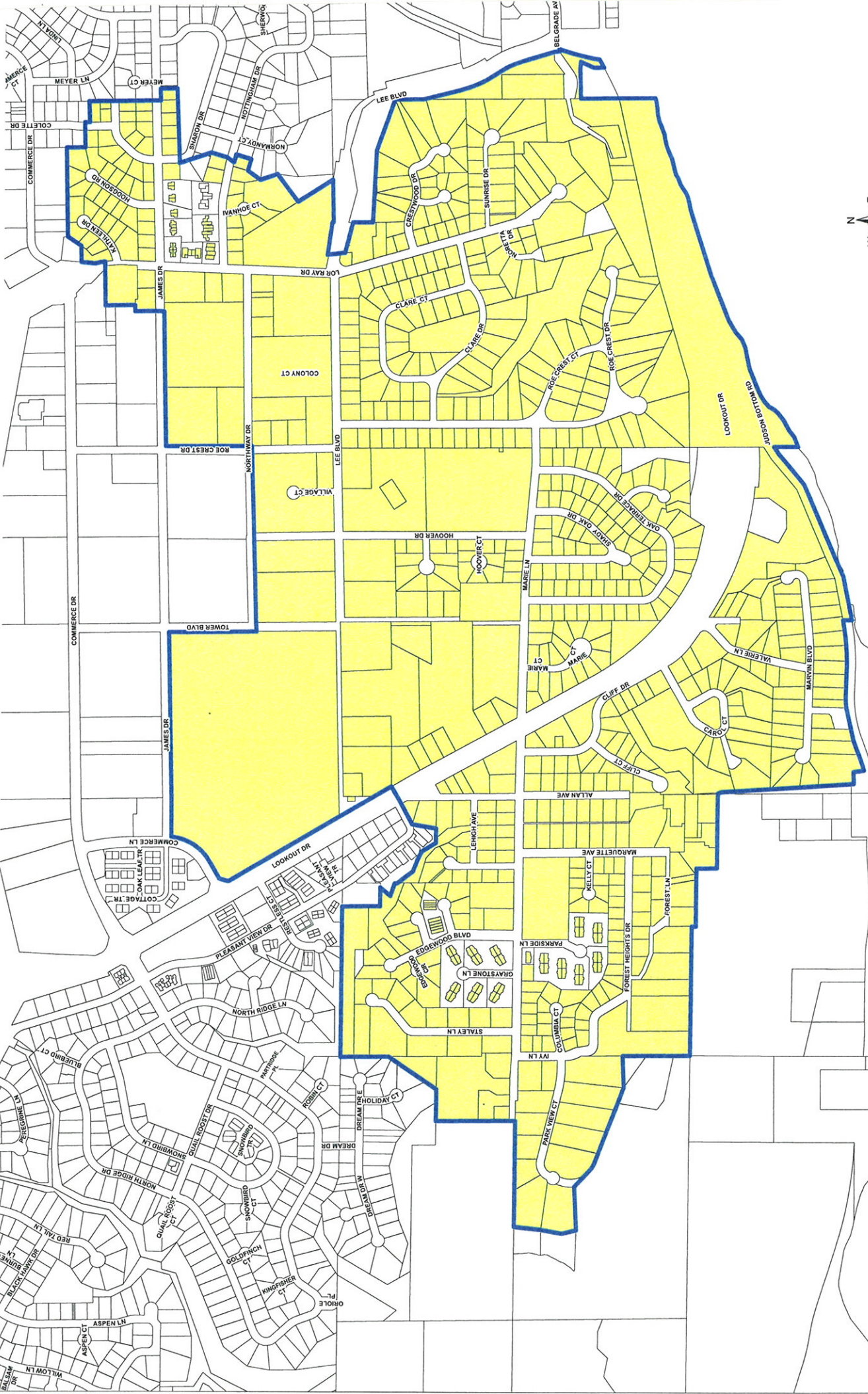
The total amount of the taxes proposed to be abated by the City on the Property is estimated to be not more than \$1,200,000 collected over a 15-year term. The City Council will consider the property tax abatement in connection with financing public infrastructure improvements, including certain public street and utility improvements in connection with the 2014 Roe Crest-Belgrade Ravine Improvement Project.

All interested persons may appear at the public hearing and present their views orally or in writing.

Dated: April 21, 2014.

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF NORTH MANKATO,
MINNESOTA**

/s/ Nancy Gehrke
City Clerk
City of North Mankato, Minnesota



CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8E	Department: Building	Council Meeting Date: 4/07/14
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TITLE OF ISSUE: Consider Approving Quote for Municipal Building Roof and HVAC Units Replacement.

BACKGROUND AND SUPPLEMENTAL INFORMATION: As the snow melted this spring, the roof on the Municipal Building started leaking. This has been an issue for a few years but we have been able to patch as needed. This year, however, the leaks became worse and more numerous (see pictures). The existing roof assembly is a flat, gravel surface, 4-ply asphalt, over 2 layers 3/4" hardboard and 2" polyisocyanurate insulation system and is the original roof system from 1969 with a life expectancy of 20 years. Upon inspection, the roof system had numerous blisters and the base flashing shows deterioration. A core sample was taken. The sample was saturated and the roof has entrapped moisture. Roof replacement is recommended to avoid additional water damage and also to avoid mold and mildew issues due to water infiltration. The recommended roof system is a fully adhered 60-mil EPDM (rubber) roof over a taper Isocyanurate insulation system. This system would be tapered to the existing drains to reduce the water ponding on the roof.

As part of the roof replacement, two of the three HVAC units will need to be raised to accommodate the new roof system. These units are from 1969 and 1995. The cost to simply raise them is approximately 20% of the cost to replace them and as a result staff recommends replacing both units. Enclosed are 3 quotes for roof replacement and 2 quotes for HVAC replacement. A 10% contingency is factored into the project. Because the quotes for the roof and HVAC units are for similar products, warranty and scope of work, it is recommended we accept the quote in the amount of \$77,153 from Laraway Roofing for the roof replacement and the quote in the amount of \$18,973.33 from Countryside Refrigeration and Heating, Inc. for replacement of the HVAC units. The total for the roof and HVAC replacements with a 10% contingency is \$105,738.96.

Roof Replacement Quote(s):

1. Laraway - \$77,153
2. KRI - \$87,916
3. Schwickerts - \$91,840

HVAC Replacement Quotes(s)

1. Countryside - \$18,973 (with permit)
2. Schwickerts - \$26,638 (with permit)

REQUESTED COUNCIL ACTION: Approve Quote for Municipal Building Roof and HVAC Replacement.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____			Freyberg
_____			Spears
_____			Steiner
_____			Norland
_____			Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other (specify Three quotes for roof replacement and two quotes for HVAC units. Pictures of water damage from roof leak.)

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____



Laraway Roofing, Inc.
www.larawayroofing.com

*25068 205th Avenue
Hwy 14 West PO Box 72
New Ulm, MN 56073-0072
507.354.8538
800.967.1738
FAX 507.359.7183*

*Hutchinson, MN 55350-0084
320.587.3633
800.967.1738*

April 1, 2014

David Knudson
City of North Mankato
1001 Belgrade Avenue
North Mankato, MN 56003

**RE: Roof Replacement City Building
Approximately 100' x 100'**

We have inspected the above referenced building roof as requested and offer the following single-ply roof system. We propose to complete the following work:

- ✓1. Remove the entire roof down to the top of the vapor barrier. Inspect the existing vapor barrier and report condition to the owner. Any replacement shall be done on a "time and material" basis.
- ✓2. Laraway Roofing will transport all resultant debris to a state-approved landfill and pay for this cost.
- ✓3. Install a tapered Isocyanurate insulation system over the deck. The insulation system shall have a slope of 1/8" per foot, sloped toward the roof drains and an average R-value of 23.1. This new insulation shall meet or exceed the State recommended code requirements for Southern Minnesota. Insulation to be attached with low rise foam adhesive.
- ✓4. Install a Firestone Fully Adhered 60-mil E.P.D.M. roofing system, complete as per Firestone's latest printed instructions.
- ✓5. Install base, curb, and cant flashing where required.
- ✓6. Seal all penetrations as per the manufacturer's requirements.
- ✓7. Install new pre-finished metal around perimeter. Color to be selected by owner from manufacturer's standard colors. Metal to be attached to perimeter keeper strip.
- ✓8. Furnish to the owner a twenty (20) year manufacturer's full system labor and material warranty.
- ✓9. Furnish to the owner, a 2 year roofer's labor and material warranty.
- ✓10. Furnish to owner building permit from the City of North Mankato.
- ✓11. All electrical or mechanical work to be completed by owner.

Furnish and installed, for the sum of:

SEVENTY SEVEN THOUSAND ONE HUNDRED FIFTY THREE DOLLARS (\$ 77,153.00)



PROPOSAL SUMMARY

Location: City of North Mankato
1001 Belgrade Ave
North Mankato, MN 56003

60 Mil E.P.D.M. Fully Adhered or Ballasted Roofing System

Fifteen (10) Year Manufacturers Labor and Material Warranty

<u>Roof Type</u>	<u>Square Feet</u>	<u>Investment</u>
Fully Adhered with Tapered Insulation	10,000	\$86,880.00

Building Permit

1,036.00

87,916.00

Approval:

Signature

Date: _____

Print Name

***This proposal is valid for a 30 day's.** If this contract is not executed within the 30 day time period, KRI reserves the right to analyze current material costs and adjust proposals accordingly. KRI strives to select "Best Of Class" suppliers and works closely with these suppliers to ensure we obtain absolute minimum prices for materials and services. During these volatile times, it is necessary for KRI to review material costs on a regular basis and make adjustments if necessary.*

***KRI standard payment terms are as follows** (flexible terms available upon approval)
Owner agrees that all payments required under this contract shall be due and payable within ten (10) days of date of invoice whether billing is for job preparation, materials stored, work completed each month or final payment request. . Standard payment schedule is as follows: 20% down upon entering into contract; 30% payment when job is loaded; remaining 50% due upon completion. Larger jobs will be subject to progress payments. Owner agrees that Contractor may charge interest at the annual rate of eighteen (18%) percent, unless a lesser percentage is required by law.*



Date: March 25, 2014

Proposal/Contract No: TG-2145(revised)

To: City of North Mankato
Attn: David Knudson
1001 Belgrade Ave PO Box 2055
North Mankato, MN. 56003

Re: City Hall Building

SCHWICKERT COMPANY, hereinafter referred to as "Contractor", proposes to furnish and apply all labor and materials with the necessary tools and equipment to complete the following project according to specifications for North Mankato, hereinafter referred to as "Owner".

This Proposal/Contract represents approximately 9,932sq ft. and is further defined as; City Hall Main Roof

Scope of Work

- ✓• Remove existing roof gravel and dispose of
- ✓• Remove the existing coping metal, counter flashings and dispose of
- ✓• Remove the existing roof membrane and insulation to the roof deck dispose of all debris.
- ⓪ Remove any obsolete roof curbs vents or pipes as designated by owner. Cover openings with 12ga metal plate and roof over.
- ✓• Around the entire perimeter of the roof we will install wood blocking as required to accommodate height of new insulation, and meet manufacturer requirements for warranty.
- ✓• Install a tapered polyisocyanurate insulation system. Insulation to be tapered at a rate of 1/8" per foot and taper to the existing roof drains. Saddles at walls and between drains to aid in moving water to drains. Insulation to be installed using full spray application of manufacturers low rise foam adhesive, and provide an average R-value of 24.2
- ✓• Install a Carlisle 60mil fully adhered EPDM membrane roof system per manufacturer specifications. Flash all walls curbs vents pipes and other penetrations with 1 ply flashing membrane or pipe boots.
- ✓• New 24ga pre-finished sheet metal flashings on the perimeter including new fascia, cap metal on continuous keeper, 2 over flow scuppers cut through new wall, and counter flashings for all curbs as necessary to complete installation.
 - Schwickert 2 Year Contractor's Warranty is included.
 - Manufacturers 20 year material and labor warranty is included
 - Building permits are included in this proposal and are subject to approval by the authority having jurisdiction.
 - This Proposal/Contract includes all state, county, and city sales tax (if applicable).
 - **Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil and steel, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.**

This Proposal/Contract was prepared and submitted by Tom Gehrke

CONTRACT PRICE: The net sum payable for the project as described in the above referenced specifications and scope of work is: **\$91,840.00** Ninety One Thousand Eight Hundred Forty and 00/100 Dollars

Note: New roof system as designed will be less than 3 pounds per square foot. Existing roof is approximately 7.40-8.00 pounds per square foot. A ballasted EPDM roof system will be approximately 11 pounds per square foot.

Proposal

Countryside Refrigeration and Heating, Inc.

1425 Lookout Drive
North Mankato, MN 56003
(507) 387-2069
crh@hickorytech.net

April 01, 2014

Reference #: 9518-104

Due Date: 4/11/2014

CITY OF NORTH MANKATO
1001 BELGRADE AVE
NORTH MANKATO, MN 56003

Job Name:

unit # Z

1995

We Hereby Submit Specifications And Estimate

Replace RTU #1 with an American Standard 10 ton 11.2 EER rooftop unit with an economizer. Installation will include the proper removal and disposal of the old equipment, new roof curb (installed by the roofing contractor) supply & return air duct transitions, gas piping, condensation drain piping, digital programmable thermostat, smoke detector w/sample tubes, electrical wiring performed by a licensed electrician, crane rental, related materials and labor. Does not include permits.

\$ 10,230.00

Total of 2 units - 18,626.00
Permit - 347.33
Total cost = 18,973.33

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$10,230.00

Payment to be made as follows:

DUE UPON COMPLETION.

Does not include electrical wiring unless otherwise specified. Does not include building permit unless otherwise specified. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized
Signature _____

Acceptance
Signature _____

Date _____

Proposal

Countryside Refrigeration and Heating, Inc.

1425 Lookout Drive
North Mankato, MN 56003
(507) 387-2069
crh@hickorytech.net

April 01, 2014

Reference #: 9518-102

Due Date: 4/11/2014

CITY OF NORTH MANKATO
1001 BELGRADE AVE
NORTH MANKATO, MN 56003

Job Name:

RTU #2
Unit # 3
1969
original unit

We Hereby Submit Specifications And Est

Replace RTU #2 with an American Standard 7.5 ton 11.2 EER rooftop unit with an economizer. Installation will include the proper removal and disposal of the old equipment, new roof curb (installed by the roofing contractor) supply & return air duct transitions, gas piping, condensation drain piping, digital programmable thermostat, smoke detector w/sample tubes, electrical wiring performed by a licensed electrician, crane rental, related materials and labor. Does not include permits.

\$ 8396.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$8,396.00

Payment to be made as follows:

DUE UPON COMPLETION.

Does not include electrical wiring unless otherwise specified. Does not include building permit unless otherwise specified. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized
Signature _____

Acceptance
Signature _____

Date _____



Schwickert Tecta America, LLC
330 Poplar Street, P.O. Box 1179
Mankato, MM 56002-1179
507.387.3101 • FAX 507.387.5751

Date: March 26, 2014

Proposal #: JR140336

To: City of North Mankato

Attention: Bruce Royer

Re: Rooftop Unit replacements #2 & #3.

We are pleased to provide to you a proposal for the above referenced project.

Scope of Work

Included:

- Replace #3, 1969 vintage, with new Carrier high efficient unit, roof curb, economizer, smoke detector and programmable thermostat.
- Related gas piping.
- Crane and rigging.

Exclusions:

- Permit
- Electrical work

Contract Price: \$ 15,060.00, Xcel Energy Rebate \$1,100.00

Option:

- Replace #2, 1995 vintage, with new Carrier high efficient unit, roof curb, economizer, smoke detector and programmable thermostat.
- Related gas piping.
- Crane and rigging.

Exclusions:

- Permit
- Electrical work

Add: \$ 13,200.00, Xcel Energy Rebate \$1,010.00

Page 1 of 2

Total of 2 - 28,260.00
 permit + 488.97
 less rebate - 28,748.97
 net cost = 26,638.97

www.schwickerts.com

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CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10A	Department: Administration	Council Meeting Date: 4/07/14
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TITLE OF ISSUE: Consider Adopting Resolution Authorizing City Administrator to execute a contract with West Central Sanitation for the collection and disposal of residential solid waste and recyclable material.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Please see attached memo from Dan Krivit, Foth Infrastructure & Environment, LLC. Mr. Krivit will be attendance at the Council meeting.

REQUESTED COUNCIL ACTION: Consider adopting resolution.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____	_____	_____	Freyberg
_____	_____	_____	Spears
_____	_____	_____	Steiner
_____	_____	_____	Norland
_____	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify <u>Memo, Draft Contract</u>)				

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____



Memorandum



Foth Infrastructure & Environment, LLC
Eagle Point II • 8550 Hudson Blvd. North, Suite 105
Lake Elmo, MN 55042
(651) 288-8550 • Fax: (651) 288-8551
www.foth.com

April 3, 2014

TO: John Harrenstein, City Administrator (City of North Mankato)

CC: Brad Swanson, City Director of Public Works (City of North Mankato)
Warren Shuros, Client Team Leader (Foth)

FR: Dan Krivit, Project Manager (Foth)

RE: Foth Memo Report:
Review and Analysis of Proposals for Solid Waste Collections Services

Foth Infrastructure & Environment, LLC (Foth) was retained by the City of North Mankato to conduct an economic analysis of proposals submitted to the City of North Mankato in response to the recent request for proposals (RFP) for solid waste and “single sort” recycling services.

Executive Summary

The cities of North Mankato and Mankato worked cooperatively to release a joint RFP for solid waste and recyclables collection services. Four respondents submitted the following proposals:

- ◆ Hansen Sanitation: A proposal to North Mankato only
- ◆ Red River Waste Solutions (RR/WS): A combined (or “joint”) proposal to both cities
- ◆ Waste Management (WM): individual proposals to both cities
- ◆ West Central Sanitation (WCS): individual proposals to both cities and a discounted set of prices if both city contracts were jointly awarded.

Foth conducted the economic analysis of the four proposals received. Table 1 summarizes the economic analysis results for a five-year, cumulative total.

West Central Sanitation (WCS) had the lowest cost proposal under its “joint” proposed prices (if awarded both the North Mankato and Mankato contracts) and if each City owns the trash and recycling carts. Under the “City owns the carts scenario” on a five-year

The information contained in this memorandum is considered privileged and confidential and is intended only for the use of recipients and Foth.

basis, the WCS “joint” proposal is \$144,000 lower than the next lowest cost proposal submitted by Waste Management (WM) and \$1 million lower than the highest cost proposal submitted by Hansen Sanitation.

Under the “Contractor owns the carts” scenario on a five year basis, the WCS “joint” proposal is \$59,000 lower than the next lowest cost proposal submitted by WM and \$1.8 million lower than the highest cost proposal submitted by Hansen Sanitation.

The “current prices” were estimated given the current contract rates for North Mankato with an assumed annual inflation rate of 1.5 percent.

Table 1
Economic Analysis Results:
Five Year Totals, Base Collection Fees: Trash + Recyclables

PROPOSAL	RESPONDENT					Current Prices
	Hansen	RR/WS	WM	WCS Joint	WCS Separate	
North Mankato						
City owns the carts	\$2,550,000	\$2,434,000	\$1,645,000	\$1,501,000	\$2,487,000	
Contractor owns the carts	\$3,665,000	\$3,035,000	\$1,908,000	\$1,849,000	\$2,833,000	\$2,993,000

WCS also submitted the lowest cost proposal to the City of Mankato. At its meeting on March 24, 2014, the Mankato City Council reviewed and approved the Mankato staff recommendation to award the new contract to WCS. Mankato’s price quoted by WCS will be higher if North Mankato selects a different company.

All elements of the proposals were reviewed against the evaluation criteria specified in the RFP. WCS had a stronger proposal in terms of overall environmental benefits because they proposed to use compressed natural gas (CNG) in all of their new trucks serving both cities.

Process Schedule and Methods of Analysis

Foth was retained jointly by the City of Mankato and City of North Mankato to provide consulting and technical assistance relating to the two cities’ joint RFP for the collection of solid waste and “single sort” recyclable materials, both materials to be collected in standardized wheeled carts. The process schedule included:

- ◆ The RFP was released on January 3, 2014
- ◆ A pre-proposal conference was held on January 10, 2014
- ◆ Proposals were received on February 7, 2014

- ◆ The joint city staff review team conducted interviews with the two top ranked respondents on February 26, 2014. Specific questions were given to each respondent. Follow-up questions were also asked after the interviews. References were contacted to verify past contract performance.
- ◆ North Mankato staff requested this Foth memo specific to the proposals submitted to North Mankato, including an analysis of cart ownership and financing options.

The RFP process was conducted as a joint effort between the two cities to save on administrative costs of procurement. The RFP specifications prescribed that each city would execute their own individual Contract. Respondents proposed prices for the following scenarios:

- ◆ Mankato only
- ◆ North Mankato only
- ◆ Both cities

The RFP specified the following proposal evaluation criteria:

- ◆ **Price schedules**
(Estimated total costs over the five-year base Contract period.)
- ◆ **Experience and capacity**
(Demonstrated capability, including the company's financial condition.)
- ◆ **References**
- ◆ **Thoroughness and responsiveness to the RFP**
(Demonstrated understanding of the Cities' needs, goals, objectives, and service specifications and quality standards. The amount and scope of exceptions, if any, were requested.)
- ◆ **Overall environmental benefits**
(Specific operations proposed and overall company approach and philosophy to environmental protection and natural resource conservation.)

No single criterion was to determine the best proposal. All proposals were responsive, and were reviewed and compared with competing proposals.

Results – Proposed Collection Prices

Foth conducted the economic analysis of the proposals received. The primary comparison was to the proposed prices comparing one respondent to the next. A secondary comparison was made to the existing contract prices.

Table 2 (City owns the carts) and Table 3 (Contractor owns the carts) display the proposed base collection contract prices for trash and recycling shown in terms of dollars per household (HH) per month. These proposed fees do not include any disposal fees or

any extra or special services (e.g., yard waste, senior discount, valet/walkup services, bulky waste items, etc.). Disposal fees are paid directly by the City and extra services are paid directly by the resident to the contractor.

The proposed contract prices if the **City owns** the carts are shown in Table 2.

Table 2
Proposed Contract Prices if the City Owns the Carts:
 "Base Collection Fees" (\$ / HH / Mo in First Year)

PROPOSAL	RESPONDENT				
	Hansen	RR/WS	WM	WCS Joint	WCS Separate
North Mankato					
Trash	\$6.40	\$6.65	\$3.45	\$3.04	\$5.49
Recycling	\$2.75	\$2.15	\$2.50	\$2.39	\$3.51
TOTAL	\$9.15	\$8.80	\$5.95	\$5.43	\$9.00

The proposed contract prices if the **contractor owns** the carts are shown in Table 3. The current contract prices are also shown in Table 3 for purposes of comparison. (Current contract prices are not included in Table 2 because the current contractor owns the trash carts or residents use their own containers.)

Table 3
Proposed Contract Prices if the Contractor Owns the Carts
 Also showing current contract prices
 "Base Collection Fees" (\$ / HH / Mo in First Year)

PROPOSAL	RESPONDENT					<i>Current Contract Prices</i>
	Hansen	RR/WS	WM	WCS Joint	WCS Separate	
North Mankato						
Trash	\$8.40	\$7.74	\$3.90	\$3.67	\$6.11	\$7.60
Recycling	\$4.75	\$3.23	\$3.00	\$3.02	\$4.14	\$3.27
TOTAL	\$13.15	\$10.97	\$6.90	\$6.69	\$10.25	\$10.87

The costs of extra services to be paid directly by residents to the contractor were also analyzed. These added prices for extra services are an important factor of overall service for the City to understand as well as keeping residents overall costs to a minimum.

Results – Cart Ownership Costs and Financing

The RFP provided for two alternate scenarios for North Mankato: “City – owned carts” vs. “Contractor – owned carts”. There can be a cost savings to the City and its residents if the City owns the carts for the following reasons:

- ◆ The City can get much better terms of financing under a government obligation (GO) bond compared to private financing terms available to haulers. For example, the conservative estimate of City owned and financed carts (via GO bonds) is an average of \$0.82 per cart per household per month based on a ten year amortization. The lowest calculated price difference (Table 3 minus Table 2 total prices) is \$0.95 per household per month and the highest calculated price difference is \$4.00 per cart per household per month.
- ◆ If the contractor owns the carts, refuse haulers will often amortize the cost of their carts over the term of the contract, for example, over five years. If the City owns the carts, these can be amortized over ten years. Carts typically last more than ten years, providing further benefit to the City.
- ◆ If the contractor owns the carts, and if the cart costs are buried into the base collection fee and not itemized, it is unlikely the contractor will remove the cost of the carts after they been paid off.
- ◆ If the City owns the carts, the actual costs of cart purchase, including any debt service / financing costs, can be reflected directly in the solid waste / recycling rates charged to residents.
- ◆ If the City owns the carts, the City can more easily manage a transition to a new contractor as needed, either at the end of the term of the contract or earlier due to breach of contract.
- ◆ If the City owns the carts, future RFPs for collection services can be based on collection labor and trucks only. The capital costs of the carts is removed from the budgeting process which can help make the proposal process more competitive and attractive to haulers of all sizes.

We estimate the need for 7,700 carts for North Mankato (including both trash and recycling). This includes a small “on –hand” inventory of about 4%. We estimate that the price of the new carts will be about \$50 per cart. With financing costs, the total, initial capital cost estimate is approximately \$395,000. One option under investigation by City staff is to use the next GO bond issue and include the capital cost for purchase of carts as “sanitary equipment”.

Recommendations

Foth recommends that City staff present the following next steps to City Council:

1. North Mankato City Council should authorize the appropriate City staff to finalize and execute a contract between North Mankato and West Central Sanitation for collection of solid waste and recyclable materials.
2. North Mankato City Council should authorize the appropriate City staff to solicit price quotes for purchase of trash and recycling carts to be owned by the City.
3. North Mankato and Mankato staff should meet to coordinate a joint cart purchase, if feasible.

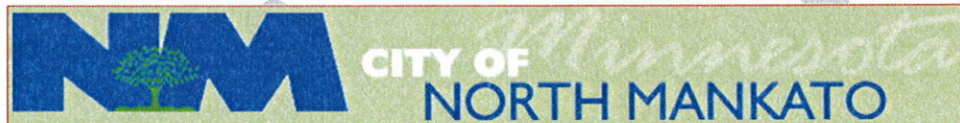
DRAFT CONTRACT

**CONTRACT FOR THE COLLECTION OF
RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS
IN NORTH MANKATO**

Project I.D.: 13M172

**Prepared For
The City of North Mankato, Minnesota**

April 2014



Prepared by:

**Foth Infrastructure & Environment
8550 Hudson Blvd North, Suite 105
Lake Elmo, MN 55042**



CITY OF NORTH MANKATO

**CONTRACT FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS**

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Appendix A Map of Route Sectors by Collection Day

CITY OF NORTH MANKATO

**CONTRACT FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS**

This Contract, is made and entered into this _____ day of _____ 2014, by and between the City of North Mankato, a Municipal Corporation under the laws of the State of Minnesota (hereinafter called the "City") and **West Central Sanitation, Inc**, a corporation under the laws of the State of Minnesota, and having its principal place of business at **4089 Abbott Drive, Willmar, MN 56201** (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the City requires the collection and proper management of garbage, rubbish and recyclables from all single-family, two-family, and three-family dwellings, all townhouses, all condominiums, and other specified dwellings within the corporate limits of the City;

WHEREAS, the Contractor is engaged in the business of collecting garbage, rubbish and recyclables;

WHEREAS, the City released a request for proposals (RFP) for residential solid waste and recyclables collection services on January 3, 2014;

WHEREAS, the Contractor submitted a proposal in response to the City's RFP on February 7, 2014;

WHEREAS, representative of the Contractor and City staff met on February 26, 2014 to further discuss the Contractor's proposal and ask Contractor-specific questions;

WHEREAS, the Contractor's proposal and response to specific questions certified the Contractor accepted the terms and service specifications contained within the RFP packet;

WHEREAS, the City's RFP (including all addenda) and Contractor's proposal (including responses to City questions) are incorporated by reference into this final Contract;

WHEREAS, if there is any discrepancy between this final Contract and the City's RFP or the Contractor's proposal, this final Contract shall take precedence, and

WHEREAS, the City desires to hire the services of the Contractor and the Contractor desires to provide the services to the City;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN BOTH PARTIES:

1 Term of Contract

- 1.1 This Contract shall commence on January 1, 2015 and shall remain in full force and effect through December 31, 2019.
- 1.2 The City may elect to extend the Contract at its sole discretion for up to five (5), one (1) – year increments. The City may also elect to extend the Contract for one (1), five (5) year extension. The terms and conditions of this Contract shall apply to any such Contract extension. Nothing in this Contract shall be interpreted to imply or infer that the City is committing to such extensions.
- 1.3 At least six months prior to the expiration of this Contract (or any extension period), the City shall notify the Contractor of its decision as to whether or not to exercise its extension option. The Contractor may request an early decision by the City for a contract extension by submitting a written request.

2 Definitions

The following terms, whenever used in this Contract, shall have the meanings set forth in this Section unless otherwise limited or expanded elsewhere in this Contract.

Additional Collection Service Options for Residents

The collection services above the base level of collection services, including, but not limited to:

- ◆ Additional carts or bags of trash collected beyond the first trash cart;
- ◆ Yard waste collection; and
- ◆ Bulky item collections.

The Contractor shall charge residents directly for these additional collection services on a price schedule to be preapproved by the City.

Base Collection Services

The base level of solid waste and recyclables collection services. This includes weekly collection from the first solid waste cart and unlimited bi-weekly recyclables collection services which are paid for by the City to the contractor as specified in this contract. Base collection services do not include additional collection service options for residents, which are paid for directly by eligible residential dwelling unit residents to the Contractor.

Bulky Waste	Rubbish such as stoves, refrigerators, water heaters, washing machines, "white goods", bicycles, lawn mowers, lawn chairs, furniture and other waste material other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bags or cart. Bulky household waste does not include electronic waste.
Bundle	Tree, shrub and brush trimmings or newspapers securely tied together forming an easily handled package not exceeding 48 inches in length and 18 inches in diameter and not exceeding 60 pounds in weight.
Carts	The wheeled, lidded cart in which recyclable materials, household waste or rubbish can be stored and later placed for curbside collection as approved by the City.
City	The City of North Mankato, Minnesota.
City-Designated Recycling Center	The recycling center designated by the City where the Contractor is required to deposit residential recyclables collected under this Contract. Until amended otherwise, the City currently designates the Riverbend Recycling Center (located at 600 Webster Avenue, North Mankato) as the city-designated Recycling Center.
City-Designated Solid Waste Disposal Facility	The facility designated by the City where the Contractor is required to deposit residential solid waste collected under this Contract. Until amended otherwise, the City currently designates the Minnesota Waste Processing Company (MWPC) solid waste transfer station (located at 1051 Summit Ave., Mankato, MN 56001) as the city-designated Solid Waste Disposal Facility.
Collection Route Sector	A contiguous geographic area within the City as determined by the City that will be serviced by one or more collection vehicles within one, specified day each week and which may be used to assure complete route coverage.
Collection Vehicle	Any vehicle licensed and inspected as required by the state and county and approved by the City for collection within the corporate boundaries of the City.
Collection Hours	The time period during which collection of trash, refuse, recycling etc., is authorized by the city. Until amended otherwise, the Collection Hours shall be ___ a.m. ___ to ___ p.m.

Compostable Yard Waste Bags	Bags as required by Minnesota Statute (M.S. 115A.931, Subd. (c) and M.S. 325E.046) for collection of any yard waste that is not contained in a yard waste cart.
Consumer Price Index (CPI) Adjustment	The annual adjustment to the nonfuel portion of the Contract collection prices to reflect the increase or decrease in nonfuel costs as per the formula in this Contract.
Contract Price for Recyclables Collection Service	The amount of money per Residential Dwelling Unit (RDU) charged by the Contractor to the City as per the terms and conditions of this Contract for costs attributable to the base recyclables collection service, including transport of these recyclables to the City-designated recycling center as established in this Contract.
Contract Price for Solid Waste Collection Service	The amount of money per RDU charged by the Contractor to the City as per the terms and conditions of this Contract for costs attributable to the base solid waste collection service, including transport to the City-designated disposal facility as established in this Contract.
Contractor	West Central Sanitation, Inc., (Willmar, MN).
County	Nicollet County, MN
Curbside	That portion of right-of-way adjacent to paved or traveled City roadways. "Curbside" as used in this Contract shall be interpreted to include alleys.
Curbside Collection	The collection of all household waste, recyclables, yard waste and other additional optional collection services for material placed in accordance with this Contract, City ordinances, and City guidelines regulating the placement of the same.
Dead Animals	Animals that have expired from any cause, except those slaughtered for human use.
Detailed Collection Route Plans	The Contractor-established truck patterns within the City residential streets (e.g., start points, stop points, truck direction) within each daily route sector.

Disposal Site	A household waste, yard waste, or recycling depository including, but not limited to, sanitary landfills, transfer stations, resource recovery facilities, yard waste processors, waste processing/separation centers or recycling centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive household waste, recyclables, yard waste and/or other disposable material for processing or final disposal.
Door-Step Collection	The collection of household waste and recyclable material at a RDU, at a point close to the dwelling unit in lieu of curbside collection for producers or occupants who have a documented physical infirmity without a person living in the dwelling that is not handicapped.
Dwelling Unit	A separate residential dwelling place located within the City limits. See also Residential Dwelling Unit (RDU).
Electronic Waste	Any discarded consumer electronic device with a circuit board including (but not limited to): televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse, etc.), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, and fax machines.
Field Route Audits	Annual counts of all eligible residential dwelling units served through actual field route audits (such as dwelling unit counts by solid waste route).
Fuel Adjustment	The annual adjustment to the fuel portion of the Contract collection prices to reflect the increase or decrease in fuel prices.
Garbage	All animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains) and/or any other animal or vegetable matter, whatsoever subject to decay which may putrefy or generate noxious or offensive odors, be a food source for rodents, or be a breeding or feeding place for insects or vermin. As used herein, the term garbage does not include yard waste, household electronic waste, construction debris, bulky waste, rubbish, stable matter, dead animals or hazardous waste.
Garbage Bags	Plastic sacks designed to store household solid waste with wall strength, at least 1½ mils, sufficient to maintain physical integrity when lifted by the top.

Hazardous Waste	Waste or material defined, characterized or designated as hazardous by the United States Environmental Protection Agency (USEPA), appropriate State agencies, or County by or pursuant to Federal or State law or regulations. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials and other toxic substances so designated by the City or County.
Holidays	Any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
Household Waste	All waste from eligible RDUs which normally result from the operation of a household including (but not limited to): all mixed municipal solid waste, garbage, rubbish, recyclables, yard waste, bulky waste, household electronic waste and other problem material waste. Household waste and recyclables do not include hazardous waste or dead animals.
Missed Collection	The failure of the Contractor to provide collection service to an RDU within the City during collection hours on the scheduled day of collection.
Overflow Garbage Bags	The extra solid waste that does not fit into the garbage cart (with the lid substantially closed) as set-out by residents in plastic garbage bags having the required sticker or tag and set next to garbage cart. The Contractor shall bill the residents directly for this additional service.
Overflow Yard Waste Bags	The extra yard waste that does not fit into the yard waste cart (with the lid closed) as set-out by residents in compostable bags and set next to yard waste cart. The contractor shall bill the residents directly for yard waste collection service, including any overflow yard waste bags.
Problem Material Waste	The other types of bulky waste that is too large to fit into a standard solid waste cart and requires special collection by the Contractor. Problem material waste includes (but is not limited to): furniture, appliances, mattresses, and bed springs. Problem material waste does include household electronic waste.
Producer	Occupants of a RDU who generate household waste and/or recyclable material.
Receptacle	A City approved garbage cart, recyclable cart, or yard waste cart..

Recyclable Materials or Recyclables

The current list of household recyclables as established through guidelines released under the authority of the City's Director of Public Works. The current list of recyclables, as of the date of Contract execution, includes: newspapers (including advertising inserts), household office paper & mail (including copy paper and computer paper, greeting cards, school papers), phone books, magazines & catalogues, boxboard (including cereal, cake, chip, and cracker boxes), corrugated cardboard, food and beverage glass jars and bottles, aluminum cans and foil (including pie tins and trays), steel bimetal ("tin") cans, all rigid plastic containers (including lids and caps, non-bottle tubs, cups, clam shells), textiles & clothing, aseptic juice cartons and milk cartons. Recyclable materials include all items of solid waste designated by Nicollet County to be part of an authorized recycling program and which are intended for transportation, processing, and remanufacturing or reuse.

Recyclables Collection

The collection of all recyclable materials properly set out by residents from eligible RDUs into specially identified recycling carts. Collection shall also include transporting the recyclable materials to the City-designated recycling center. The Contractor shall not landfill, incinerate or otherwise dispose recyclable materials collected for recycling under this Contract without the specific, prior written approval of the City.

Recyclable Carts

Carts provided by the City or the Contractor for retaining recyclable materials for collection.

Recyclables Revenue Sharing

The monthly credits to be paid by the Contractor to the City to reflect the City's portion of the value of recyclable materials as specified in this Contract.

Refuse Carts

Carts provided by the City for retaining solid waste materials for collection.

Residential Waste

Household waste generated by a producer at a RDU.

Residential Dwelling Unit (RDU)

Any eligible, occupied single-family, two-family, and three-family dwellings, all townhouses, all condominiums, and other multi-family dwellings expressly agreed upon in writing by the City and the Contractor within the corporate limits of the City occupied by a person or group of persons. A RDU shall be deemed occupied when water is being supplied thereto.

Residents' Utility Rate Fee for Solid Waste and Recyclables Collection Services

The monthly charge assessed by the City to each RDU for solid waste and recyclables collection services. The base utility rate solid waste fee is charged by the City to residents for garbage service. The utility rate recyclables collection fee is for every-other-week, single-stream recycling service. The base rate does not include the additional charges directly assessed by the Contractor for additional collection services:

- ◆ Additional carts or "overflow" bags of garbage collected beyond the first garbage cart.
- ◆ Yard waste collection by the Contractor in a yard waste cart or provided by the Contractor or compostable bag. *
- ◆ Bulky item collections. *

* These additional services shall be billed directly by the Contractor to the resident as specified in this Contract.

Route Sectors

The City-established collection areas that shall be collected on one Scheduled Collection Day for eligible RDUs within the City. (See Appendix A for the current route sectors map showing when collections are scheduled.)

Rubbish

All non-putrescible solid wastes consisting of both combustible and noncombustible waste, including but not limited to paper, plastics, bottles, glass, cardboard, metal, cans, bricks, ashes, dirt, rocks, cement, wood, leather, and any other like materials not exceeding 60 pounds. The term rubbish shall not include yard waste, construction debris, bulky household waste, garbage, stable matter, dead animals or hazardous wastes.

Scheduled Collection Day

The day or days of the week (Tuesday through Friday) on which collection by the Contractor is to occur, as specified in the Contract with the City. It includes Saturdays for weeks that include Holidays.

Single-Stream Recycling

(Also referred to as "single-sort recycling.") The recycling system whereby residents set out recyclables in a wheeled, lidded recycling cart, or bundled cardboard and/or newspaper, with the materials later processed at a centralized materials recovery facility, including sorting into their individual marketable commodities.

Solid Waste	(Also referred to as “mixed municipal solid waste.”) Garbage, rubbish and other discarded solid materials (except animal waste used as a fertilizer), including solid waste materials resulting from industrial, commercial and agricultural operations, and from community activities. Solid waste does not include earthen fill, boulders, rock and other material normally handled in construction operations, solids or dissolved material in domestic sewage or other significant pollutants in waste resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, or other common water pollutants. For purposes of this contract, solid waste does not include recyclables, yard waste, bulky items or electronic waste.
Source Separated Organics (SSO)	Food waste, non-recyclable paper, house plants, and other household organics designated by the City that, once separated by residents, may be recovered for composting or other forms of organics recovery. SSO does not include yard waste for purposes of this Contract.
Tipping Fee	The dollar charge per cubic yard or dollar charge per ton assessed to the City by the operators of the disposal facilities designated by the City for disposing of household solid waste, recyclables, and/or yard waste. For purposes of calculating the solid waste density in the route truck, one cubic yard of household solid waste is assumed to weigh 700 pounds.
Trash	Also known as garbage, refuse, or solid waste. (See these definitions.)
Volume of Solid Waste to the Disposal Facility	The total volume of household solid waste delivered to the City designated solid waste disposal facility.
Yard Waste	Compostable yard waste material consisting of plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves, but excluding tree limbs over 4 inches in diameter and 48 inches in length. For purposes of this Contract, yard waste does not include source separated organics.
Yard Waste Carts	Carts to be provided by the Contractor for residents that subscribe to carted yard waste service.
Yard Waste Collection	The taking and receipt of all yard waste accumulated in a yard waste cart, in a compostable yard waste bag, or bundle or in accordance with City guidelines.

3 Scope of Work: General Description

- 3.1 The work under the Contract shall consist of all the items contained in the Contract, including all the supervision, materials, equipment, labor and all other items necessary to complete such work in accordance with the Contract.
- 3.2 The work under the Contract does not include any increased volume of household waste or similar material resulting from a tornado, flood, ice storm, disabling snowstorm, disaster, or act of God over which the Contractor has no control. The Contractor shall not make such collections unless the City gives prior, written authorization.
- 3.3 In case of a tornado, flood, ice storm, disabling snowstorm, or other disaster or other acts of God, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the options of, and according to conditions set by the City.
- 3.4 In case of a storm or other disaster or acts of God or other instances where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor and the City shall negotiate the amounts to be paid to the Contractor. If the Contractor and the City cannot agree on terms, conditions and compensation in such circumstances, the City shall be free to utilize other contractors for such services without additional or further obligation to the Contractor. The City is always free to use its own municipal crews and staff to perform these and other services as it deems necessary the City's sole discretion.
- 3.5 The Contractor will acquaint itself with all pertinent City Ordinances and other City guidelines and comply with said ordinances and guidelines, except load limits within the City Limits, which will be adjusted to provide for use of the Contractor's vehicles, as approved in writing by the City.
- 3.6 The City reserves the right to improve any street or alley, which may prevent the Contractor from using its accustomed route or routes for collection. The Contractor is advised to contact the North Mankato Department of Public Works prior to each construction season to determine areas of potential conflict and possible alternate routes or solutions. No additional compensation will be made for this interference. At least two months before any route or schedule changes, the Contractor shall specify the proposed route and/or schedule changes in writing to the City's Director of Public Works.
- 3.7 The Contractor has made its own examination, investigation and research regarding the proper method of doing the work, and all conditions affecting the work to be done (including street layout, alley layout, other geography, daily route sector boundaries, etc.) and the labor, equipment and materials needed thereon, and the quantity of work to be performed (including the Contractor's own field audit verification of RDU counts estimates provided by the City), and the Contractor agrees that it has satisfied itself by its own investigation and research regarding all of such conditions, and that this conclusion to enter into the proposed Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements, or interpretations made by any official officer or agent of the City may prove to be in any respect erroneous. The Contractor so assumes the risk of all conditions foreseen and unforeseen and agrees to complete the work without additional compensations under whatever circumstances may develop other than as herein provided.

- 3.8 The Contractor shall be obligated to protect all public and private utilities whether occupying public or private property. If such utilities are damaged by reason of the Contractor's operations under this Contract, it shall repair or replace same or, failing to do so promptly, the City shall cause repairs or replacements to be made and the cost of doing shall be deducted from payment to be made to the Contractor.

4 Operations: General to All Collections Services

4.1 Hours of Operation

Collection of household waste, recyclables, yard waste and other special collections (e.g., bulky items, electronic waste) shall not start before 6:00 a.m. or continue after 9:00 p.m. on the same day. Exceptions to collection hours shall be effected only by prior permission of the City. The Contractor shall request permission from the City for any exception first via telephone and then in writing (email to the Director of Public Works or designee is acceptable) with an explanation as to the reason for the exception.

4.2 City-Established Route Sectors

The City shall establish route sectors for each collection day of the week, Tuesday through Friday. The City shall provide the Contractor with a list of eligible RDUs by address by day / route sector. Appendix A to this Contract is a map of current route sectors by day. Unless otherwise amended in writing, this map of route sectors in Appendix A shall be used for this Contract. After consultation with the Contractor, the City may make changes to these route sectors once each year.

The contractor shall submit a detailed route plan (including specific collections from households served via alley routes) for City review and approval. Upon approval, this route plan shall not be altered without City written approval.

4.3 Holidays

The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on the day that solid waste and recycling will normally be collected, each subsequent day will be delayed one day. For Example – Labor Day is on Monday – regular services will be Tuesday through Saturday.

4.4 Office and Supervision

The Contractor shall establish and maintain an office or call service with continuous supervision for accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. until 6:00 p.m. Central Time on all days except Saturday, Sunday and legal holidays. The call service shall be available from 8:00 a.m. to 10:00 a.m. on Saturday. The address and toll free telephone number of such office shall be published in the official area telephone book (Hickory Tech) and posted on a sticker on the carts.

4.5 **Cart Handling and Care**

The Contractor's employees shall handle the carts with reasonable precautions to prevent spilling or scattering of household solid waste and recycling materials. The Contractor shall replace all carts in an upright position and shall immediately clean up and dispose of any contents thereof which may be spilled, regardless of whether the spill occurred on public or private property.

4.6 **Spills to be Cleaned Up**

If the Contractor fails to clean up any scattered or spilled material within three hours after oral or written notice (email is acceptable) from the City, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing the Contractor, in addition to any other remedies provided herein.

5 Collection Services

5.1 **Solid Waste Collection Services to be Performed**

- 5.1.1 The Contractor shall collect household solid waste from all RDUs within the City, once per week during the term of this Contract. The Contractor shall make up collections Tuesday through Friday (except those weeks in which Holidays fall) in accordance with a schedule and map of daily route sectors of pickups to be established by the Contractor and approved by the City.
- 5.1.2 The Contractor shall collect one solid waste cart from each eligible RDU as part of the base level of solid waste collection service. Additional solid waste carts may be ordered by the resident, but are above this base level of service and must be paid directly to the Contractor.
- 5.1.3 The City intends to offer three levels of base solid waste collection service through this Contract: 35-gallon trash cart; 64-gallon trash cart; or 95-gallon trash cart. The 35-gallon trash cart level of service is new and may be offered at a later date after 2015.
- 5.1.4 The City will structure its residential solid waste fee schedule to provide a variable rate between these three levels of solid waste collection service as a means to encourage more recycling and waste reduction.
- 5.1.5 Daily service hours shall not begin prior to 6:00 a.m. or continue past 9:00 p.m. Collection shall include collection from all eligible RDUs. Household waste collection and recyclables collection shall occur on the same day of the week throughout the term of the Contract (except Holidays or severe weather events) and shall not be changed without the written permission of the City.
- 5.1.6 The City will publish guidelines for residents of eligible RDUs with instructions on how to store and set out their solid waste. Residents shall be required to place their household waste in the City-designated garbage carts.
- 5.1.7 Senior citizens with a physical limitation and disabled or handicapped residents shall be entitled to door-step collection without additional charge. Within one month of the Contract execution, the City shall submit to the Contractor for review and comment a

proposed set of reasonable guidelines governing eligibility requirements of physically limited senior citizens and disabled or handicapped persons. The City shall develop a form for eligible residents to apply for such door-step collection service.

- 5.1.8 The City shall instruct residents in eligible RDUs to have their solid waste carts set-out to curbside by 6:00 a.m. on their designated solid waste collection day.
- 5.1.9 The Contractor shall load and transport household waste in such a manner as to be as inoffensive to the public as possible and shall exert all reasonable precautions to prevent the spilling or scattering of waste materials while in transit or loading. In the event that any of such waste does spill or scatter, the Contractor shall immediately clean up and remove such spillage regardless of whether such spillage occurred on private or public property, within the City limits of North Mankato.
- 5.1.10 The Contractor shall not knowingly collect any hazardous waste from RDUs, and shall refuse to pick up waste, which is defined as hazardous without explicit written permission of the City. The Contractor shall also bring any such improper disposal practice to the producer's attention via written or verbal notification and keep a log of the verbal contacts with the producers. Within two business days, the Contractor shall notify the City of any such improper disposal of hazardous waste.
- 5.1.11 The Contractor shall keep a written record of any and all dwelling units, which improperly mix any hazardous wastes with household waste or recyclable materials and report it to the City. Within two business days, the Contractor shall notify the City of any such improper disposal of hazardous waste.
- 5.1.12 Garbage carts shall be owned by the City, as solely determined by the City, and managed by the Contractor.
- 5.1.13 Collection of additional types of overflow trash bags, yard waste, bulky items, and electronic waste as ordered and paid for directly by the residents within eligible RDUs shall be provided by the Contractor upon a resident's request directly to the Contractor.
- 5.1.14 Unless otherwise amended, the Contractor shall deposit all residential solid waste collected under this Contract at the City-designated disposal facility.
- 5.1.15 Refuse trucks shall be equipped with fully automated lifting mechanisms.

5.2 **Recyclables Collection Services**

The City intends to convert its recycling service to a "single-stream" system. The single-stream recycling system shall have the following provisions:

- 5.2.1 Ongoing, year-round recyclables curbside collection service from eligible RDUs shall be performed exclusively by the Contractor. The City shall not permit other contractors to perform such household recyclables collections.
- 5.2.2 Collections under the new single-stream recycling service will begin on Thursday, January 1, 2015.
- 5.2.3 Collection shall be every other week from a 64-gallon or 96-gallon wheeled recycling carts.

- 5.2.4 Collection shall occur in the same location (i.e., at “curbside”) and similar manner as solid waste collection.
- 5.2.5 Recyclables “door-step” collection may occur for eligible residents who apply and receive City and Contractor approval.
- 5.2.6 The color and labeling of the recycling carts will distinguish them from the garbage and yard waste carts.
- 5.2.7 The City will publish guidelines for residents of eligible RDUs with recycling instructions. All occupants of residential properties containing RDUs in the City that set out recyclables for municipal collection shall be required to place their recyclables in the City-supplied carts.
- 5.2.8 The City shall provide a specific list of resident instructions for sorting recyclable materials and setting out recycling carts. Before the list is finalized and published, the City shall develop a draft list of instructions for review, comment and advice from the Contractor.
- 5.2.9 The City shall instruct residents in eligible RDUs to have their recycling carts set-out to curbside by 6:00 a.m. on their designated recycling collection day.
- 5.2.10 Recycling trucks shall be equipped with fully automated lifting mechanisms.
- 5.2.11 The current list of recyclables shall be established by the City’s Director of Public Works. The current list of recyclables as of the date of Contract execution is contained in the definition of “Recyclable Materials”. After consultation with the County, this list may be amended by mutual agreement between the City and the Contractor. All recyclable materials placed for collection shall remain the responsibility and ownership of the residents until picked up by the Contractor. The City requires that all collected recyclables must be delivered to the City’s designated recycling center in a manner acceptable to the City.
- 5.2.12 Residential recyclables collected from the City under this Contract will be kept separate from recyclables collected from other cities or from non-residential properties. North Mankato loads of residential recyclables shall be weighed on certified truck scales with the weight of each truck load reported to the City. The Contractor shall retain truck scale weight tickets for City inspection upon request for a period of at least three years.
- 5.2.13 Recycling trucks shall be clearly marked as such to distinguish from refuse and yard waste trucks.
- 5.2.14 Collection of additional types of recyclables as ordered and paid for directly by the residents within eligible RDUs (e.g., appliances, furniture and other large bulky items) may be provided by the Contractor.
- 5.2.15 After consultation with the Contractor, the City shall develop a set of cart specifications for the trash and recycling carts.
- 5.2.16 Recycling carts will be owned by the City and managed by the Contractor.

5.2.17 The color and labeling of the recycling carts shall be approved by the City and will distinguish them from the City's [Contractor's] trash carts, and Contractor's yard waste carts.

5.3 **Cart Ownership and Management**

5.3.1 The City will own the garbage and recycling carts. After consultation with the Contractor, the City shall develop a set of cart specifications and will purchase the garbage and recycling carts.

5.3.2 The City does not intend to own the yard waste carts. The Contractor shall own the yard waste carts.

5.3.3 The Contractor shall be responsible and pay for all aspects of cart management and operations including (but not limited to), receiving, assembly, distribution (aka new cart "roll out"), excess cart inventory, (i.e., provide "warehouse" services), cart switches/replacements, cart maintenance, repair or replacement of damaged carts, and shall manage all aspects of warranty repairs.

5.3.4 The Contractor shall serve as the City's agent for purposes of implementing cart warranty service and replacements. The Contractor will make its best efforts to help assure eligible cart warranty repairs and replacements are paid for by the cart manufacturer and not the City.

5.3.5 The Contractor's cart distribution services shall include both the initial cart rollout and ongoing cart replacements (i.e. new customers, service changes, replacement of damaged containers, etc.) during the term of the Contract.

5.3.6 Within one week of a request from a resident within an eligible RDU, the Contractor shall exchange a smaller trash cart to downsize from their current trash cart or exchange a larger trash cart to upsize. Residents shall only be allowed to make one such service level switch per year for "free" and thereafter the Contractor may charge a \$8.00 per switch service fee.

5.3.7 Damaged carts and old recycling bins that are not reusable must be recycled. All costs incurred in recycling old curbside bins and new carts damaged beyond repair shall be the responsibility of the Contractor at no additional cost to the City. Residents may be allowed to keep their old City-provided recycling bin for other uses. The Contractor shall provide a roll-off box stationed at garage location specified by the Public Works Director or designee for residents who want to recycle their old recycling bins. The Contractor will provide documentation showing the City where the containers were recycled.

5.3.8 Within one month of the execution of this Contract, the City shall develop a more detailed cart purchase, roll-out and management plan with consultation from and approval by the Contractor. This plan shall then be incorporated into this Contract as an amendment signed and executed by the City and the Contractor. This plan shall provide additional details, schedules and procedures for: initial City cart purchase, transportation from the manufacturer, receipt of carts by the Contractor, initial distribution of new carts, removal of old carts owned by the hauler under the former solid waste collection contract, recycling bin recycling, cart switches, cart warranty

repairs/replacements, cart inventory control/reporting, parts inventory requirements, and other such operational details as needed.

5.4 Yard Waste Services

- 5.4.1 The Contractor shall provide separate yard waste collection as an additional service during the (approximately) eight months of April through November.
- 5.4.2 The Contractor shall provide the option for residents in eligible RDUs to subscribe directly with the Contractor for yard waste “cart service”. The price for yard waste cart service shall be \$84.00 per season. Residents in eligible RDUs may use compostable yard waste bags, carts, or both.
- 5.4.3 The Contractor may advertise to City residents that the Contractor will provide additional curbside yard waste collection service. Any such advertising must include mention of the City’s “leaf vacuum” Any such advertising must be approved by the City prior to finalization (e.g., printing or electronic distribution).
- 5.4.4 Yard waste contract collection service from eligible RDUs shall be performed exclusively by the Contractor. However, City crews will continue to collect leaves with the City’s vacuum truck system as per published City guidelines. The City shall not permit other contractors to perform such household yard waste collections.

5.5 Bulky Item and Electronic Waste Collections

- 5.5.1 The Contractor shall provide bulky item and electronic waste curbside collection services. The collection services shall be on an “on-call” basis whereby residents must call and pay the Contractor directly for bulky item and electronic waste pickup service. The Contractor shall provide all collection, processing and marketing or disposal services related to these bulky items and electronic waste. This may include other “on-call” special collections of other problem materials.
- 5.5.2 The City will provide a specific list of resident instructions (including notifying the Contractor) for preparing bulky items, electronic waste and other problem materials requiring special collections.
- 5.5.3 The Contractor shall maintain a record of bulky items, electronic waste and other problem waste special collections.
- 5.5.4 The Contractor shall submit a bulky item, electronic waste and other problem material collection price schedule to be reviewed and approved by the City.
- 5.5.5 The City reserves the right to publicize and/or distribute Contractor’s bulky item and electronic waste collection price schedules to the public and otherwise inform the public of bulky item collection alternatives. The Contractor must submit new or revised price schedules to the City for approval prior to instituting new or revised bulky item collection charges. The City reserves the right to set additional terms, conditions, and restrictions on bulky waste, electronic waste and problem materials collections as the City deems appropriate, including, but not limited to, disposal restrictions. The Contractor may provide for the special collection of dead animals at RDUs at its discretion.

5.5.6 Bulky item and electronic waste collection service from eligible RDUs shall not be exclusive to the Contractor. The City retains the right to contract with additional contractors to provide bulky item collection services in addition to the Contractor.

5.6 Spring and Fall Special Services Weeks

5.6.1 During the North Mankato “Spring Special Services Weeks”, the Contractor shall pick up all solid waste, furniture and minor appliances, non-recyclable plastics and metals, and such other items, without respect to quantity or weight that will fit in the Contractor’s garbage truck. Items need not be in special containers but must be set at the curb line at the same location as residents’ regular weekly pick up. The City shall allocate such personnel and equipment as it deems necessary to assist the Contractor in the performance of the “Spring Special Services Week”. The services will take place over two weeks approximately at the end of April or early May.

5.6.2 The exact dates of and scope of the “Spring Special Services Weeks” will be set by City Council by February 1 each year. City staff shall then immediately provide a scope of work and schedule to the Contractor. The City shall pay for waste disposal tipping fees. The Contractor shall then provide a cost estimate for the specified scope each year based on its standard labor/equipment rates. Then, City staff will review, comment, and, if acceptable, recommend acceptance of the Contractor’s proposed cost. The City retains the right to contract with an alternate contractor for these services at the City’s sole discretion.

Unit prices for annual Spring Cleanup Days:

Units: Proposed \$ price per hour per person for labor =
\$38.00 per hour per person

Roll off containers=
\$80.00 per roll-off per hour

Semi-trailers and drivers =
\$100.00 per semi-trailer per hour

Rear loader =
\$80.00 per truck per hour

Front loader =
\$80.00 per truck per hour

5.6.3 For North Mankato’s “Fall Special Services Week”, the Contractor shall provide the following equipment at the City’s Department of Public Works facility, along with appropriate personnel:

- ◆ Eight (8), forty (40) cubic yard roll-offs

5.6.4 The City shall pay for all waste disposal fees from these Special Services Weeks events. The City may define recyclables for recovery vs. trash for disposal. The billable fees by the Contractor to the City for disposal of the electronics shall be quoted to the City sixty (60) days prior to the event.

5.7 Other Special Event Collections

- 5.7.1 Upon request and approval of the City, the Contractor shall provide solid waste and recycling collections for other special events held on City property or sponsored in whole or in part by the City. These other special event collection services enable the Contractor to be listed as an event sponsor.
- 5.7.2 The Contractor will provide solid waste and recycling equipment and collection services for other North Mankato special events at no charge. These special events include: North Mankato Fun Days, Triathlon, Blues Fest, and Oktoberfest (also known as the “Beer on Belgrade” event). The City will assign a special events manager and this person will contact the Contractor’s office in advance of each event to set up the delivery of this equipment and coordinate the services.
- 5.7.3 The City will assign a special events manager and this person will contact the Contractor’s office in advance of the events.

5.8 Collections from City Buildings and Parks

- 5.8.1 The Contractor shall provide solid waste and recycling collection services at the City owned and operated buildings and parks including, but not limited to: City Hall, City Parks, City receptacles in the Central Business District, Library, Fire Station, Police Department, and Public Works Department
- 5.8.2 Similar collection services shall be extended to all new City-owned buildings and parks created during the term of the contract. The Director of Public Works will provide a list of new parks and buildings to the Contractor in writing.
- 5.8.3 The Contractor shall provide these solid waste and recycling services at no cost to the City. The cost of these collections from City buildings and parks shall be factored into the Contractor’s base contract price for residential collections.
- 5.8.4 The City shall own the trash and recycling carts for these City facilities. The Contractor shall distribute and manage these carts at these City facilities.
- 5.8.5 The Contractor shall provide the other types of containers necessary for the services in this Section, including, but not limited to dumpsters and compactors.
- 5.8.6 The solid waste shall be transported to the City-designated solid waste disposal facility along with the rest of the residential waste collected.
- 5.8.7 The recycling materials shall be transported to the City-designated recycling center along with the rest of the residential recyclables collected.

5.9 Public Education

The Contractor agrees to aid and assist the City in the public education and promotion of the City’s overall solid waste and recycling program. The Contractor’s required actions shall include, but not be limited to, the following:

- 5.9.1 City Web Site – Review and comment on updates to the City’s website including:
- ◆ Guidelines, instructions and standards for how residents should prepare and set out materials.

- ◆ Utility rates to be charged by the City for the base collection services.
- ◆ Agreed upon prices for additional services to be charged directly by the Contractor to residents including, but not limited to, bulky item collections (including how to order and pay for the special bulky item collection service from the Contractor).

5.9.2 Contractor Web Page – Throughout the term of this Contract, the Contractor shall maintain their own web page that is specific and customized to the City of North Mankato’s solid waste and recycling services as specified in this Contract. All postings to this Contractor web page shall be approved by the City prior to posting going live on the Contractor’s web page.

5.9.3 School Seminars – In coordination with the County and the City, the Contractor shall cooperate with City schools to provide at least one recycling seminar per school year.

5.9.4 Media Cooperation – The Contractor shall cooperate with the local media in promoting the City’s recycling program.

5.9.5 “Recycling Cart Hang Tags” – As part of the “roll-out” of the new single-stream recycling system, the Contractor shall produce and attach single-stream recycling education hang tags to the new recycling carts at time of cart distribution. The content of these hang tags shall include:

- ◆ The full list of all recyclable items
- ◆ Cart set out and care instructions (e.g., where and how to place the carts; periodic washing of carts; etc.)

5.9.6 All Public Education Materials Shall be Approved by the City – The Contractor shall submit “camera ready” draft versions of any and all public education materials for review and approval by the City at least three (3) weeks prior to going to print or release.

5.9.7 Cart Stickers to Provide Contractor’s Phone Number - The Contractor shall provide a sticker on the cart that specifies the Contractor’s local phone number (no long-distance phone numbers) to call for customer service issues (e.g., missed pick-up, cart needs repair, cart needs to be replaced, etc.).

5.9.8 City Guidelines for Residents – With advice from the Contractor, the City shall adopt clear and reasonable standards for residents to comply with solid waste and recycling program requirements (e.g., Annual calendar of the collection schedules; How and when to set out carts for Contractor pickup; Types of materials that are acceptable vs. prohibited; Sorting and preparation instructions; etc.).

5.10 **Customer Service**

5.10.1 Communication Plan – The Contractor must clearly summarize their customer service plans, including lines of communication with City residents and City staff.

5.10.2 Contractor’s Contact Person – The Contractor shall maintain throughout the duration of the Contract a designated single contact person who is located within fifty miles of North Mankato and who has sufficient authority to resolve issues when officially notified by City staff.

- 5.10.3 Responsive Service – The Contractor shall strive to provide responsive, friendly customer service at all times including interactions with residents by drivers / crews on the collection route, on the phone, emails, web sites, and other forms of communication.
- 5.10.4 Complaints Direct to the Contractor – The Contractor shall maintain a complaint phone line for residents to call. The Contractor shall address all complaints courteously and promptly. Complaints by customers should first be made directly to the Contractor.
- 5.10.5 Follow-Up Complaints to City Staff – If not satisfied with the resolution of a complaint communicated directly to the Contractor, a resident may then also contact City staff by calling 507-625-4141 to seek further resolution. The Contractor must communicate this option to contact the City staff, at 507-625-4141, to residents if the Contractor’s staff is unable to resolve the complaint directly.
- 5.10.6 Missed Collections – In the case of alleged missed collections, the Contractor shall investigate, and, if such allegations are verified, the Contractor shall then arrange for the collection of the subject materials no later than 4 p.m. the next business day after being notified of the miss.

5.11 **Annual Report: Plan for Continuous Improvement**

5.11.1 The Contractor shall submit an annual progress report to the City by February 1 of each year. The Contractor shall also present a summary of this annual report to City staff in a personal meeting to discuss annual progress and plans for the next year. This annual report shall include:

5.11.2 Program results – Performance statistics including:

- ◆ Number of solid waste accounts by service level by collection day.
- ◆ Number of overflow trash bags by service level by collection day.
- ◆ Solid waste tonnage from residents by collection day.
- ◆ Recyclables tonnage from residents by collection day.
- ◆ Recyclables composition estimates (based on actual, annual sorts from North Mankato recyclables).
- ◆ Recyclables set-outs and participation rates.
- ◆ Markets for recyclables
- ◆ Recyclable market expectations for the upcoming year
- ◆ Number of bulky item, “on-call” collections and dispositions.
- ◆ Solid waste tonnages from City buildings and parks facilities.
- ◆ Recyclables tonnages from City buildings and parks facilities.

5.11.3 Contract Prices – Any proposed changes in Contract prices for collection services, including discussion of past rate or fee changes due to CPI or fuel adjustments since the beginning of the Contract.

- 5.11.4 Summary of Complaints – Summary of customer service complaints (e.g., counts of customer calls by type of complaint, summary of how these were resolved, time of resolution, etc.).
- 5.11.5 Other Recent Changes – Any other notable issues or happenings over the past year (e.g., changes in service standards).
- 5.11.6 Recommended Program Improvements – Any proposed service improvements including:
- ◆ Annual focus for public education.
 - ◆ Updated discussion and any recommended changes in the rate schedule to improve the “increments between each refuse service level rate.
 - ◆ Recommended Public Education Plan for the Next Year – Any proposed public education improvements, including:
 - ◆ Production and City approval schedules for annual calendar and quarterly newsletter
 - ◆ Other recycling public education action steps for the next year

6 Collection Equipment

6.1 Truck Equipment for Solid Waste

- 6.1.1 When collecting household waste under this Contract, the Contractor shall use automated packer trucks. The packer shall then transport the household waste to the disposal site.
- 6.1.2 The ‘packer’ shall be watertight, and be relatively quiet in operation.
- 6.1.3 The number of collection vehicles furnished by the Contractor shall be sufficient for the collection of all household waste within the allotted daily time frame identified in this Contract.

6.2 Trucks for Recyclables Collection

When collecting recyclables, under this Contract, the Contractor shall use separate collection vehicles for recyclables than used for household waste collection. The recyclables trucks must be fully automated. The vehicles must be approved by the City.

6.3 Compliance with Truck Road Weight Restrictions

It shall be the Contractor’s sole responsibility to comply with all road weight restrictions. The Contractor shall immediately inform the City of any notices of exceeding such restrictions. The City retains the right to inspect and/or weigh the Contractor’s trucks at any time.

6.4 Cleaning

All vehicles shall be kept in a clean and sanitary condition; and all collection vehicles shall be cleaned with pressurized hot water at least once a week. It may be necessary to

wash these vehicles more often to improve the appearance of the vehicle, eliminate or control insect infestation, and to control odor, as directed by the City.

6.5 Painting

The vehicle bodies shall be painted and numbered, and shall have the Contractor's name and telephone number painted in letters of a contrasting color, at least four (4) inches high or easily readable under normal conditions.

6.6 Maintenance

The trucks shall be maintained in good working order. They shall be equipped to meet all federal, state and municipal regulations concerning vehicles used on City streets and alleys and maintained to meet these standards.

6.7 Safety Equipment

All vehicles shall be equipped with the safety equipment as required by any local, state or federal laws.

6.8 Spills

The Contractor must immediately clean up all spills of any truck fluid leaks or any free liquids from the solid waste or recyclable materials.

7 Employees

7.1 General

All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this Contract due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default of the Contract.

7.2 Cleanup of Any and All Spills or Litter

The Contractor shall collect any and all spills or blown litter resulting from collection operations specified in this Contract. A broom and shovel shall be standard equipment and in place on all vehicles. The Contractor shall train all employees about the importance of high quality service, especially as it relates to the extra effort required to clean up any such spills or litter.

7.3 Courteous, Prompt Service

The employees shall not use loud or profane language, shall be courteous to patrons at all times (arguing will not be tolerated) and shall perform their work as quietly and quickly as possible. No scavenging of wastes, recyclables, bulky materials or other set out items will be permitted by employees.

7.4 Trespass

The employees (and vehicles) will establish access, and shall not drive over private property unless requested by property owners.

7.5 Inspection

The City or its authorized agent may inspect the work performed for compliance with the Contract. The Contractor shall furnish all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, equipment or work.

7.6 Contractor's Records

The Contractor shall maintain, separate from all other records and accounts, complete records and an accurate ledger of accounts of all revenues and expenses relating to the collection of residential household solid waste, recyclables, yard waste, bulky items, electronic waste and materials from special events. Such records and accounts shall, at all reasonable times, be open to inspection by the City and its agents. With reasonable notice, the City shall have the right to audit any portion of the Contractor's records relating to services provided under this Contract.

7.7 Notification

The City shall notify all RDU occupants of complaint procedures, rates and regulations.

7.8 Violations by Producer

The Contractor shall report to the City all observed violations of ordinances pertaining to solid and hazardous waste by the producers of waste.

8 Liquidated Damages

8.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of performance breaches. The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies, if imposed.

8.2 The City may deduct the full amount of any liquidated damages from any payment due to the Contractor, but any liquidated damages not so deducted shall remain the obligation of the Contractor and be payable to the City on demand.

8.3 The City may assess liquidated damages in lieu of other remedies available to the City for breach of the Contract or violation of the City's ordinances. Failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies under either the Contractor or the City's ordinances or any subsequent failure of performance.

8.4 The Contractor shall be liable to the City for liquidated damages, in the amount of \$75.00 first incident, \$100.00 second incident and \$200.00 per incident thereafter; upon determination by the City that performance has not occurred consistent with the following provisions of the Contract:

8.4.1 Failure to pick up missed collections by 4:00 p.m. on the day following scheduled collection day.

8.4.2 Failure to complete City-wide or route-wide collection by 9:00 p.m. on the scheduled collection day, unless prior approval is received by the City.

- 8.4.3 Failure to adequately address legitimate complaints, whether submitted by residents or the City.
- 8.4.4 Failure to promptly clean up any spills caused by the Contractor.
- 8.4.5 Failure to clean up scattered or spilled material spilled by the Contractor within three hours of written or oral notice from the City.
- 8.4.6 Disposal of recyclables to landfill, resource recovery facility or other disposal facility not designated by the City without receiving prior written City permission.
- 8.4.7 Failure to adhere to other collection restrictions and requirements set forth in the Contract. If the Contractor has violated or failed to follow collection restrictions or requirements in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating liquidate damages.
- 8.4.8 Failure to request and obtain permission from the City for collecting on the residential routes earlier than 6 a.m. or later than 9 p.m.

9 Compliance with Laws

In performing any actions or services under this Contract, the Contractor shall comply with any and all federal and state statutes, rules and regulations and any and all City and county ordinances and regulations pertaining to or regulating the provision of such services or actions, including those now in effect or hereafter adopted.

- 9.1 Any violation of such statutes, ordinances, rules or regulations by the Contractor shall entitle the City to take appropriate corrective action. Any material violation by the Contractor shall entitle the City to terminate this Contract upon twenty-one (21) days written notice of termination to the Contractor except as provided elsewhere herein. Prior to exercising the right of termination, the City shall notify the Contractor in writing and consult with the Contractor in an effort to resolve the dispute. The Contractor may have up to twenty-one (21) days to cure a violation prior to the City's exercise of its termination right, provided that such an opportunity to cure is not in conflict with the provisions of the subject law, ordinance, rule, or regulation. However, the opportunity to cure shall not apply to subsequent and repeated violations of the same law, ordinance, rule or regulation.
- 9.2 Amendments to existing regulatory laws, ordinances, regulations and enactment of new laws, ordinances and regulations shall not serve as justification for the Contractor to terminate its obligations hereunder, unless such changes make the completion of this Contract impossible.

10 Non-Discrimination

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program, which is the subject of this Contract on the basis of race, religion, color, creed, sex, age, disability, handicapped status, national origin or any other protected class defined under the Minnesota Department of Human Rights and/or federal law. The Contractor agrees to undertake all efforts at reasonable accommodations as may be required by state or federal law.

11 Indemnity

- 11.1 The Contractor shall indemnify, keep and save harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the performance of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through an negligent act or omission of the Contractor, its employees, its subcontractors or their agents or in connection with any claim based on lawful demands of subcontractors, workers, or suppliers; and whether or not the persons injured on whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall, at its own expense, defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.
- 11.2 When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this Contract, for which the City may be come liable under the laws of the State of Minnesota, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount may be retained from compensation due the Contractor, which will be sufficient, in the opinion of the City's Attorney to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities are fully discharged or satisfactorily secured.

12 Insurance

12.1 Performance Bond

- 12.1.1 Before the Contract shall be valid or binding against the City, the Contractor shall obtain a performance bond payable to the City of North Mankato for the use of said City. The performance bond shall be signed by the Contractor and with a surety of company as surety, and shall be in the amount of fifty (50) percent of yearly Contract. The performance bond shall at all times be kept in full force and effect. The bond shall be filed with the Director of Public Works or designee.
- 12.1.2 The conditions of the bond shall be that the Contractor shall fully and faithfully perform all conditions of the Contract and these specifications; shall pay anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment or material in the execution of such Contract; and such bond shall provide the full amount thereof and shall be forfeited upon the Contractor's failure to comply therewith.

12.2 Liability Insurance

- 12.2.1 The Contractor shall provide and maintain in full force and effect during the entire term of this Contract, regular Contractor's Public Liability Insurance, with the City as an additional insured, providing for a limit of not less than Five Hundred Thousand Dollars, (\$500,000.00) for all damages arising out of bodily injuries or death of one person, and subject to that limit for each person, and regular Contractor's property

damage liability insurance providing for a limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident. A copy of the insurance certificate shall be filed with the Director of Public Works or designee

- 12.2.2 Such policy shall provide for thirty days' notice to the City or any change, cancellation, or lapse of such policy.
- 12.2.3 The Contractor shall further guarantee and save harmless and indemnify the City of and from any and all loss, damage, claims, suits, judgments and recoveries which may be asserted, made or may arise or be had, brought or recovered against the City by reason of any of the foregoing claims except such as are caused by the existence of the disposal sites at the locations specified or contemplated in the Contract; and that it shall immediately appear and defend the same as its own cost and expense.
- 12.2.4 Prior to the effective date of this Contract, the Contractor shall file a copy of such policies with the Director of Public Works or designee.

13 Licenses and Taxes

The Contractor shall obtain all required licenses and permits to perform the Contract and promptly pay all fees required or taxes assessed by the City or any other Governmental agency.

14 Transferability of Contract

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the prior express written consent of the City. In the event of an assignment, the Contractor shall act as a guarantor of the assignee's satisfactory performance of all Contractual obligations.

15 Exclusive Contract for Ongoing Solid Waste and Recycling Collection Services Only

- 15.1 The Contractor shall have the sole and exclusive contract, license and privilege to provide the ongoing, year-round recyclables and household solid waste collection services for eligible RDUs within the City pursuant to the terms and conditions of this Contract.
- 15.2 The Contractor shall not have exclusive rights to the collection of bulky items, electronic waste and annual Spring and Fall Cleanup programs.
- 15.3 The Contractor's exclusive contract for collection from RDUs shall not extend to factories, businesses, and commercial enterprises.

16 Default and Termination

16.1 Notice of Default

If the work to be done under this Contract is abandoned by the Contractor; or if this Contract is assigned by it without the written consent of the City Council; or if the Contractor is adjudged bankrupt; or if a general assignment of assets is made for the

benefit of the Contractor's creditors; or if a receiver is appointed for the Contractor of any of its property; or if, at any time, the City determines that the performance of the work under this Contract is being unnecessarily delayed or that the Contractor is violating any of the conditions of this Contract, or that it is executing the same in bad faith or otherwise not in accordance with the terms of this Contract, then the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract.

16.2 Termination Schedule

Unless within twenty-one (21) days after the serving of such notice, a satisfactory arrangement is made for continuance, this Contract shall terminate and the Contractor and its surety shall be liable to the City for all costs.

16.3 The City May Withhold Payments or Performance Bond

In the event of Contractor's default under the terms of this Contract, all payments due the Contractor shall be retained by the City and applied to the completion of the Contract and to damages suffered and expense incurred by the City by reason of such default, unless the surety on the performance bond shall assume the Contract, in which event all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had such Contractor continued to perform the Contract.

17 Payment for Base Collection Services

17.1 City to Act as Collector of Residents Utility Rate Fees

The City shall be responsible for invoicing and collecting the utility rate fees from all eligible RDUs receiving covered collection services.

17.2 City Retains Right to Add or Delete Service to RDUs

The City may give the Contractor oral notice of the discontinuation, provided it is promptly followed by written confirmation of the order. Upon reinstatement by the City, the Contractor shall resume collections on the scheduled collection day.

17.3 Contractor's Billings to City

The Contractor shall bill the City for any collection services rendered to mutually agreed-upon, eligible RDUs according to the collection service Contract prices set forth in this Contract. The Contractor shall invoice the City on a monthly basis within ten (10) days following the end of each month in a format to be specified by the City. The Contractor shall itemize applicable charges by county, state or federal agencies.

17.4 City's Payment to the Contractor

The City shall pay the Contractor within 35 days after receiving and approving the invoice from the Contractor. The City's payment to the Contractor shall be based on the approved invoice and the collection service Contract prices set forth in this Contract. The Contractor shall be entitled to payment for services rendered provided an approved

invoice is submitted to the City pursuant to the terms of this Contract regardless of whether or not the City collects the utility rate fee from the RDU for such services. However, the Contractor shall not be entitled to receive payment for dwelling units for which the Contractor has received notice from the City of discontinuance of service. The City shall be entitled to offsets in its payments to Contractor for Contractor errors or omissions as specified in the Liquidated Damages Section. The City shall not be responsible for payment of any optional or additional services provided by the Contractor to RDUs, including yard waste collection, special collections, or overflow trash bags beyond the weekly amount included in the Contract prices.

- 17.4.1 The City will compensate the Contractor through the base Contract prices for solid waste and recyclable collection services. Commencing January 1, 2015, the base Contract prices will be:
- | | |
|------------------------|--|
| Solid Waste Collection | \$3.04 per eligible RDU per month |
| Recyclables Collection | \$2.39 per eligible RDU per month |
- 17.4.2 The Contract price will be multiplied by the total number of RDUs as determined by the City.
- 17.4.3 The City shall provide an annual count of eligible RDUs by **January 1** each year. These annual counts may include additional RDUs added due to annexations or other such changes. The City shall provide the list of eligible RDUs by address, by collection route day, to the Contractor in electronic format (e.g., Excel spreadsheet) as specified by the City.
- 17.4.4 The Contractor shall conduct field route audits of eligible RDUs at least twice per year. Field route audit reports shall be provided to the City on February 15 and August 15 each year. Within one month of execution of this Contract, the Contractor shall submit a plan to the City for review, comment and approval with the details of the Contractor's proposed methods for counting eligible RDUs for the field route audits.
- 17.4.5 If the City increases the eligible RDUs (e.g., due to annexations), the City shall notify the Contractor with as much advance notice as possible along with an effective date for the collection services to the additional RDUs. The Contractor may add these RDUs to its monthly invoice RDU count effective the same date as the collection service begins.
- 17.4.6 The base Contract prices shall be divided into the "non-fuel portion" vs. the "fuel portion" for each base service (solid waste and recyclables collections) as follows:
- For base solid waste collection services:
- 88%** non-fuel portion
 - 12%** fuel portion

For base recyclables collection services:

88% non-fuel portion

12% fuel portion

- 17.4.7 The non-fuel portion of the Contract payable for each successive Contract year shall equal the Contract prices for the previous Contract year adjusted proportionately by the specified Consumer Price Index (CPI). The specific index shall be the CPI - All Urban Consumers, U.S. city average, All items less food and energy: (<http://data.bls.gov/cgi-bin/surveymost>). The CPI for the month of October 2013 will be defined as the benchmark CPI month and year. The non-fuel portion of the Contract prices will be adjusted by the relative change each year, using the change from the previous year, compared to the benchmark CPI, or three percent (3%), whichever is lower.
- 17.4.8 The published index for determining the yearly percent change of the CPI will be the U.S. Bureau of Labor Statistics web site at www.BLS.gov. Each yearly adjustment of the non-fuel portion of the Contract prices will be based on the benchmark CPI index of the previous year.

18 Annual Fuel Adjustments on the Fuel Portion of the BCF

- 18.1 The fuel portion of the Contract prices will be adjusted yearly to reflect the percent change in indexed diesel or natural gas prices. If the Contractor uses primarily diesel fuel for their trucks serving the City of North Mankato, the index shall be the "Retail, On-Highway Diesel Prices – Average All Types, Midwest Region" as determined and published by the U.S. Department of Energy (DOE), Energy Information Administration (EIA). See EIA web page at: http://tonto.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2D_PTE_R20_DPG&f=W. The diesel price index for the month of October 2013 will be defined as the benchmark month.
- 18.1.1 If the Contractor uses primarily compressed natural gas (CNG) fuel for their trucks serving the City of North Mankato, the index shall be the "Henry Hub Natural Gas Spot" price as determined and published by EIA. (See web page at http://www.eia.gov/dnav/ng/ng_pri_fut_sl_d.htm.)
- 18.1.2 In either case, the Contractor may elect to request City approval of a annual fuel price adjustment if the price of their specified fuel has gone up over the past year. The Contractor must submit its written request for said fuel adjustment increases by November 1 each year otherwise no increase shall be allowed. Decreases in fuel price adjustments shall be automatically implemented.
- 18.1.3 The Contract-specified index shall be used to establish the average annual fuel price of the previous year. The fuel portion of the Contract prices payable for each successive Contract year shall equal the Contract price fee payable for the previous year adjusted proportionately by the annual fuel index. The fuel portion of the Contract prices will be adjusted by the relative change each year compared to the previous year.

19 Fee Calculation for Additional Collection Services

Commencing with the execution of this Contract, the Contractor shall receive compensation directly from the RDU for the collection and disposal of bulky waste items, yard waste and electronic waste on an on-call basis. An itemized fee schedule for these materials must be prepared by the Contractor and provided to and approved by the City prior to January 1 of each Contract year. Contractor does not have exclusive right to collection of these materials. The City may contract with additional companies for additional collection services of bulky items, special waste, electronic waste or other problem materials.

19.1 Fee Schedule for Additional Collection Services:

Additional services may be ordered and paid directly by the residents to the Contractor. These optional additional services are above the base collection service.

As per the Contractor's proposal to the City of North Mankato and the specifications in the Joint RFP (January 3, 2014) plus addenda, the following is the fee schedule for the additional collection services.

- 19.1.1 The price to collect extra "overflow" bags of trash =
\$3.50 per overflow bag of trash
- 19.1.2 Refuse Cart Exchange/Replacement Delivery Fee – The price to deliver a refuse cart or carts as an exchange or addition, as a one-time price per occurrence. This fee can only be imposed after the resident's one free switch per year.
\$ per delivery occurrence
= **\$8.00** per occurrence
- 19.1.3 Additional collection fee for each additional recycling cart, every other week service =
\$2.30 per recycling cart per RDU per month
- 19.1.4 Walk-Up (Valet) – Additional collection fee for each refuse and recycling monthly walk-up service.
\$ per each month = **\$9.00** per month
- 19.1.5 Subscription Yard Waste Collection Fees – The price for residents to subscribe to two optional yard waste collection services from approximately April through November each year.
Price per yard waste cart per season for carted yard waste collection service =
\$84.00 per cart per season

Price per compostable yard waste bag for "on call" yard waste collection service =
\$8.00 per compostable bag

- 19.1.6 Prices for Special Collection of Bulky Items and Electronic Wastes - Prices for collection of bulky items and electronic waste that do not fit in the regular refuse collection truck and/or that require special pick up collection service. All rates are in price per item, except electronic waste which should be on a price per pound basis.

Items with fifty percent (50%) metal or more, less than fifty (50) pounds (e.g., aluminum lawn furniture, lawn mower, dehumidifier, etc.): **\$15.00** per item

Fifty percent (50%) metal or more, more than fifty (50) pounds (e.g., stove, refrigerator, snow blower, hide-a-bed, etc.) = **\$25.00** per item

Less than percent (50%) metal, less than fifty (50) pounds (e.g., ottoman, wooden chair, etc.) = **\$18.00** per item

Less than percent (50%) metal, more than fifty (50) pounds (e.g., sofa, mattress, wooden picnic table, etc.) = **\$28.00** per item

Electronic waste (e.g., computer, computer monitor, keyboard, VCR, television, etc.) = **\$0.20** per pound

20 Conflict of Interest

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

21 Force Majeure

Neither does the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, act of God, power failure, flood, disaster or other similar contingency beyond the reasonable control of the City or the Contractor. Labor disruptions shall not be considered beyond the reasonable control of the Contractor.

22 Governing Law

The laws of the State of Minnesota shall be used to interpret this Contract

23 Miscellaneous Provisions

- 23.1 In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of

any provision or portion of this Contract shall not affect the validity or enforceability of the remaining provisions or portions of the Contract.

Any notice or demand required herein shall be in writing and shall be effectively made if delivered to either party in person or, if mailed, sent by certified mail as follows: To the Public Works Director at the office of Public Works, 1001 Belgrade Avenue, P.O. Box 2055, North Mankato, MN 56002-2005; and to the Contractor at 4089 Abbott Drive, P.O. Box 796, Willmar, MN 56201; or to such other address as either party may furnish the other in writing. Citizens may also go to the City's website at <http://www.northmankato.com/citynorthmankato/recycling-department>

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed
this _____ day of _____, 20_____.

CITY OF NORTH MANKATO, MN

BY _____

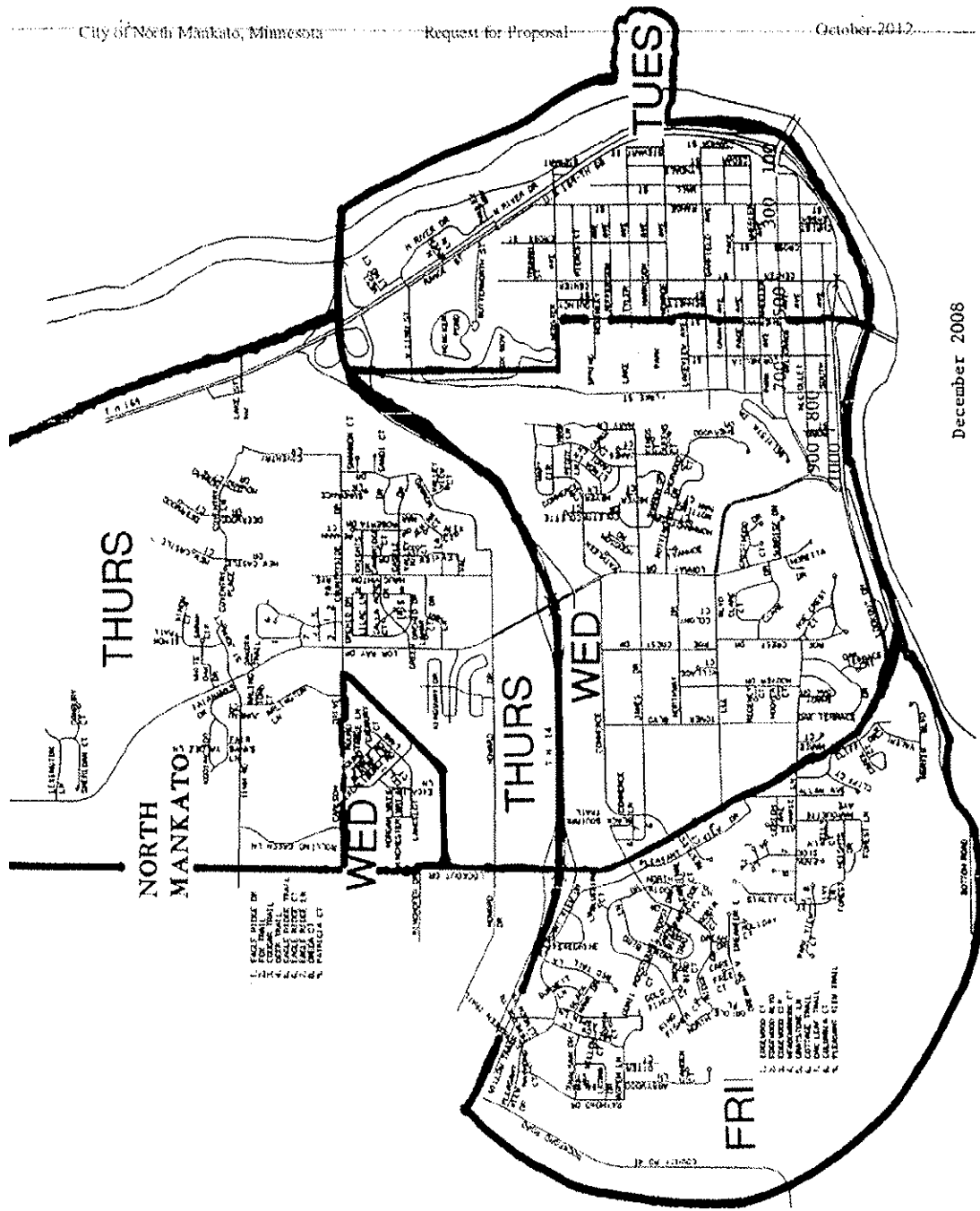
THE CONTRACTOR:

WEST CENTRAL SANITATION, INC.

BY _____

DRAFT

**Appendix A
Map of Route Sectors by Collection Day**



Resolution No.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
A CONTRACT WITH WEST CENTRAL SANITATION, THE LOWEST COST
PROPOSAL, FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL
SOLID WASTE AND RECYCLABLE MATERIALS**

WHEREAS, the existing contract for collection and disposal of residential solid waste and recyclable materials expires on December 31, 2014; and

WHEREAS, city staff from Mankato and North Mankato worked together to develop a Request for Proposal (RFP) for residential solid waste disposal and recycling services; and

WHEREAS, the RFP was distributed, 4 proposals received and evaluated; and

WHEREAS, after all elements of the proposals were reviewed, staff recommends awarding the residential solid waste disposal and recycling contract to West Central Sanitation and with the city purchasing the carts separately;

NOW THEREFORE BE IT RESOLVED by the City Council for the City of North Mankato that the City Administrator be and hereby is authorized to execute a contract between the City of North Mankato and West Central Sanitation for the collection of solid waste and recyclable materials; and

BE IT FURTHER RESOLVED by the City Council for the City of North Mankato that City staff is hereby authorized to prepare a solicitation for the purchase of suitable carts to be used by the residents for solid waste and recycling services.

This Resolution shall become effective upon its passage and without further publication.

Dated this 7th day of April, 2014

Mark Dehen
Mayor

Attest: _____
Nancy Gehrke, CMC
City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10B	Administration	Council Meeting Date: 4/07/14
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TITLE OF ISSUE: Consider Approval of Caswell North Soccer Complex Field Accessories and Concession Building.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a memo from the Public Works Director requesting approval of the construction of field accessories and the concession building at Caswell North Soccer Fields. The Finance Director has reviewed and provided the effect the expenditure of \$237,000 for this project will have on the Sales Tax Fund. This will reallocate \$342,522 from the debt payment on the interchange in years 2021 and 2022.

REQUESTED COUNCIL ACTION: Approve construction of field accessories and concession building at an estimated cost of \$237,000.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____			Freyberg
_____			Spears
_____			Steiner
_____			Norland
_____			Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other (specify Memo from Public Works Director, Drawings and Attachment A.)

<input type="checkbox"/>	Workshop
<input checked="" type="checkbox"/>	Regular Meeting
<input type="checkbox"/>	Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____

Memorandum

To: John Harrenstein, City Administrator
From: Brad Swanson, Public Works Director
Date: April 2, 2014
Subject: Caswell North Soccer Complex

The Caswell North Soccer Complex has been substantially completed in regard to turf establishment, field lighting, utility installation and fencing. There are two significant areas that have to be addressed to complete the facility.

1. Field Accessories

Items included are sidewalk, parking lot lighting, soccer goals, picnic tables, drinking fountains, garbage cans, bleachers and entrance sign.

The sum of these items are estimated to cost \$121,000.

2. Concession Building

Items included are foundation, framing, plumbing, electrical, restroom facilities, exterior finish and roofing.

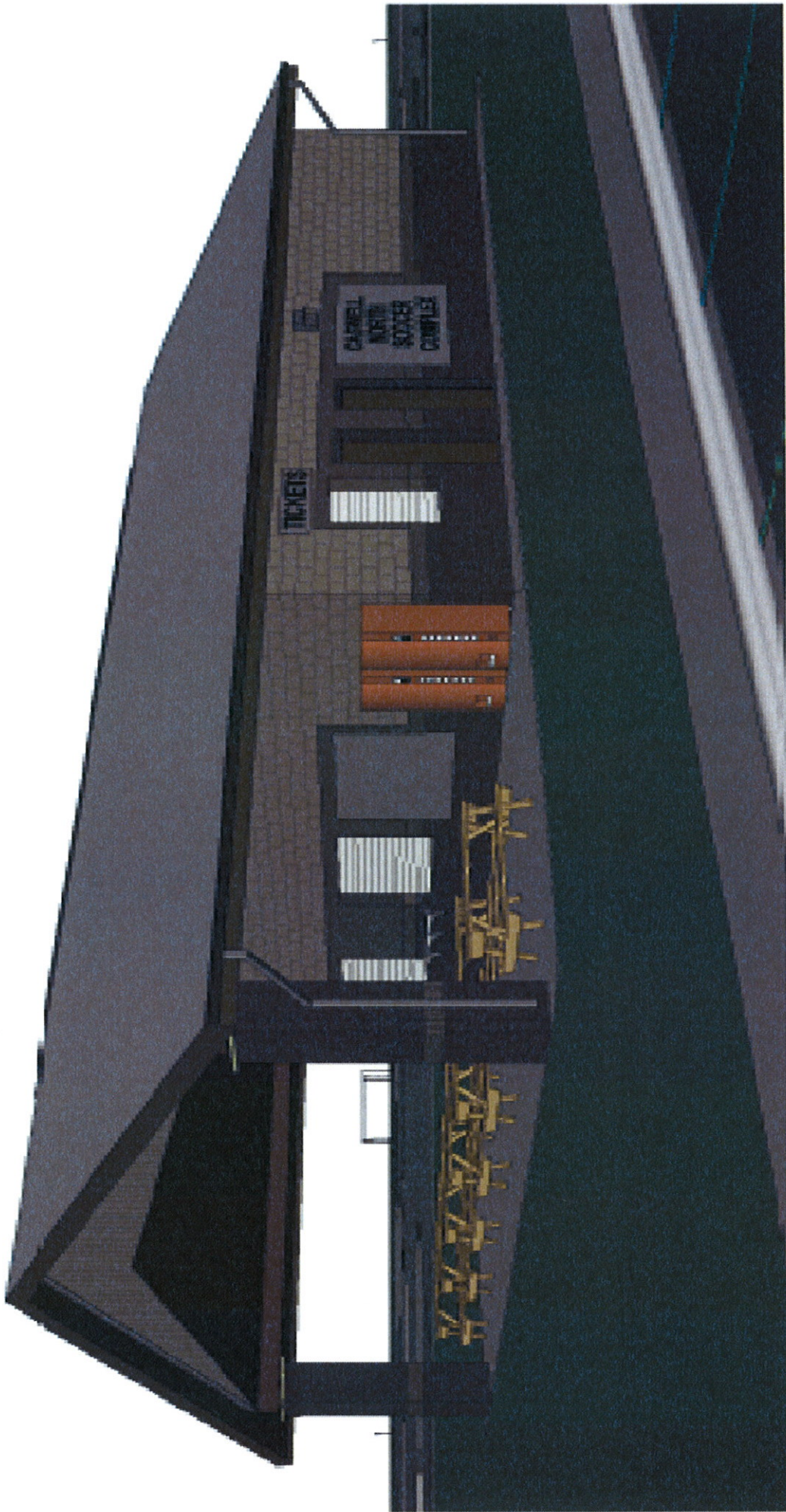
The material estimate for the building is \$100,000.

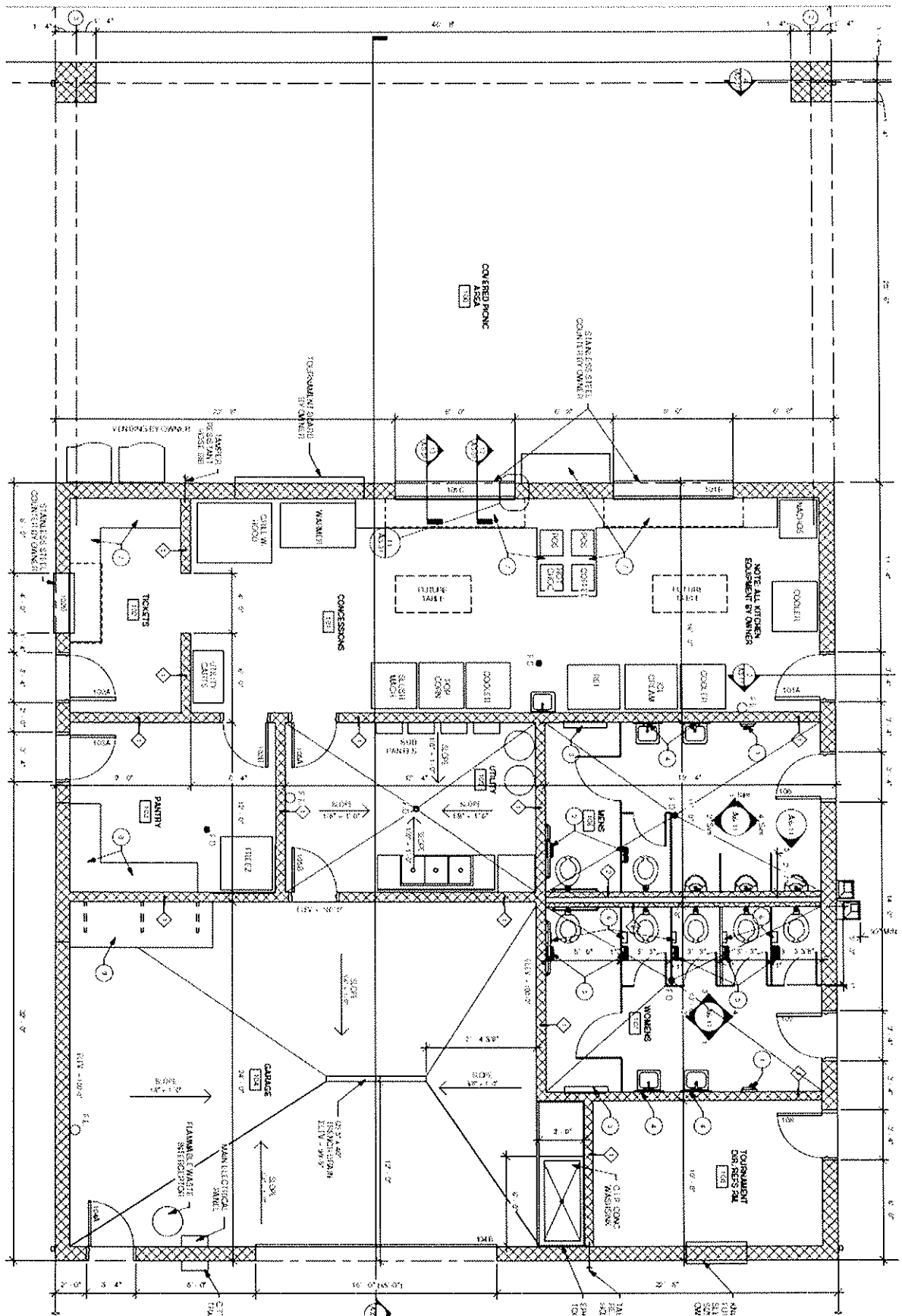
City staff will be completing the majority of the proposed improvements. However, I would recommend hiring a building contractor to erect the building framing, trusses, exterior sheathing, roofing and interior sheetrock. This not only will expedite the project's completion but also reduce the required allocation of city staff at the soccer complex which would assist in facilitating other city services. Contractor costs would be \$16,000.

Total estimated cost for the project is \$237,000.

Included are building and site plans for your review and approval. Please note that the concept drawing shows a rock face exterior. Our proposal would utilize wood frame construction with a brick veneer and cement board siding which would look similar to the North Mankato Police Annex.

Upon approval construction would begin as soon as site conditions allow.







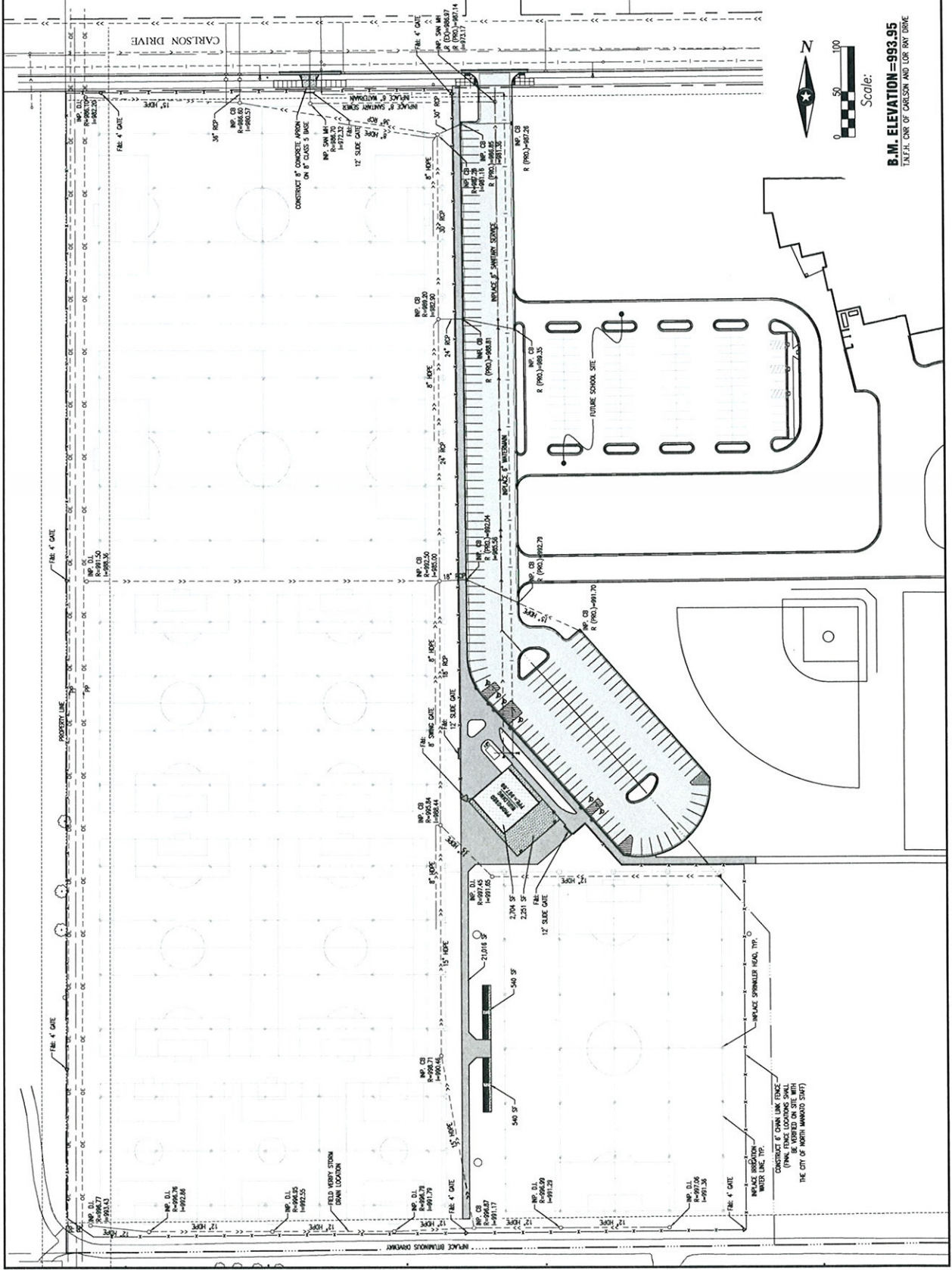
KEY PLAN
 THESE IMPROVEMENTS AND THE DOCUMENTS CONTAINED HEREIN HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
CHARLES J. BRANDELL
 DATE: _____ UC: NO. _____
 DATE: _____ UC: NO. _____

PROJECT
CASWELL PARK NORTH
SOCCER COMPLEX
2013 IMPROVEMENTS
 NORTH MANKATO, MINNESOTA

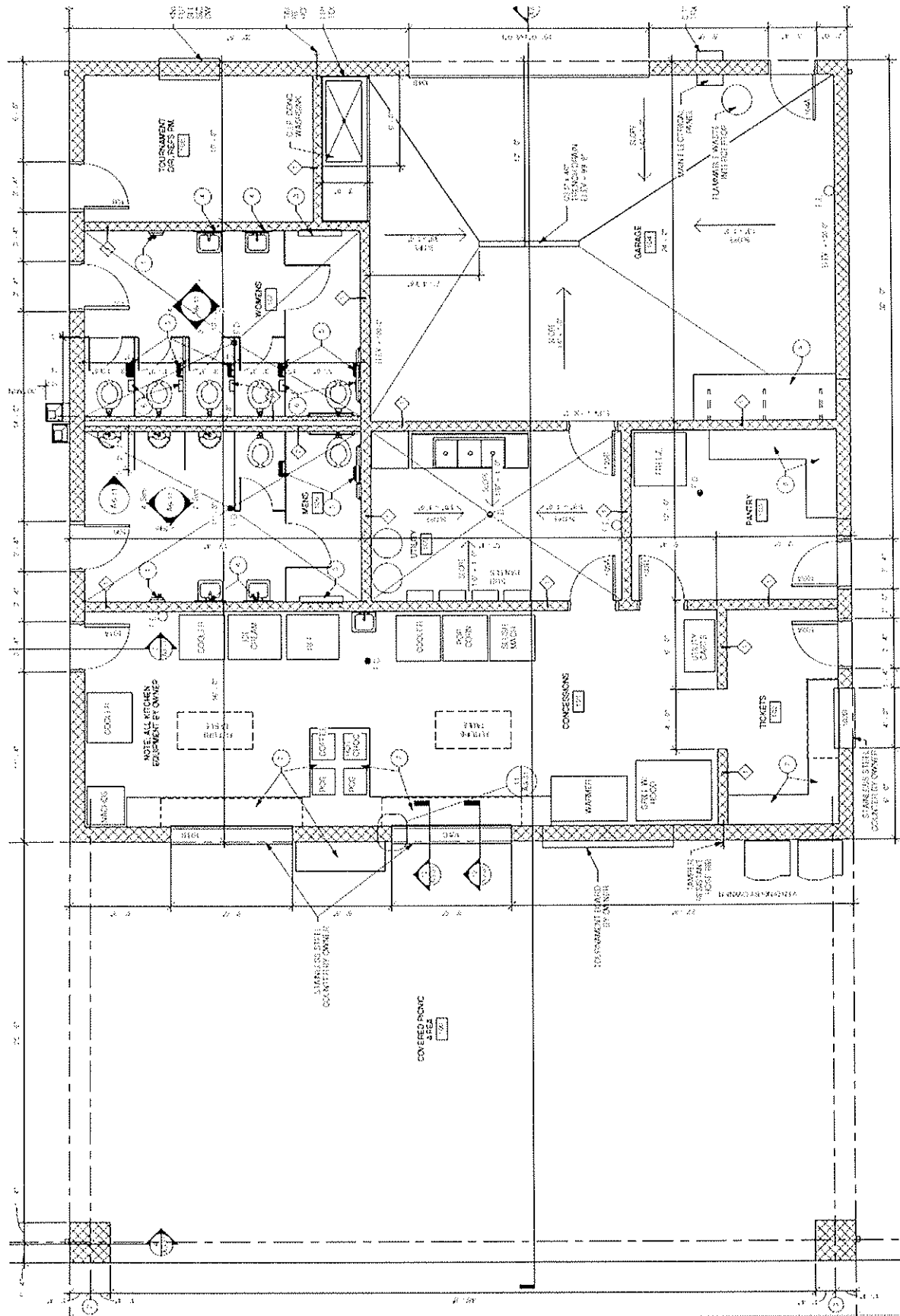
PROJECT NO. 05-11741
 CAD FILE NAME 11741 SITE 2014
 DESIGNED BY CJB
 DRAWN BY BBT
 REVIEWED BY CJB
 DATE 12-19-13
 CLIENT PROJECT NAME

TITLE
SITE PAVING PLAN

MARK	DATE	DESCRIPTION
▲		
▲		
▲		
▲		
▲		

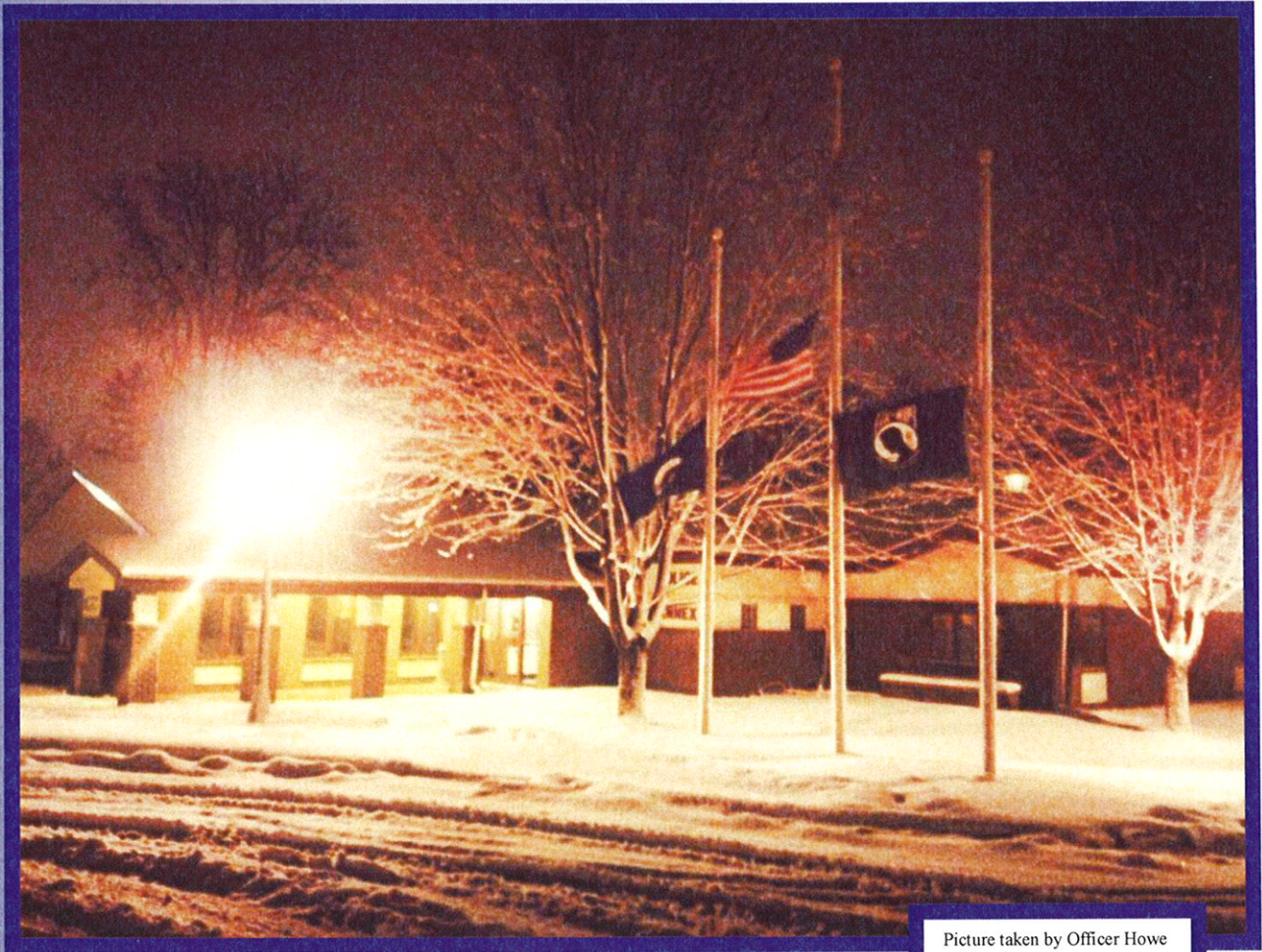


B.M. ELEVATION = 993.95
 T.M.F.R. ONE OF CARLSON AND LOE RAY DRIVE



**CITY OF NORTH MANKATO, MINNESOTA
SALES TAX FUND(S)
2015 Proposed Budget**

	2013 Actual	2014 ADOPTED	2015 PROPOSED	2016 FORECAST	2017 FORECAST	2018 FORECAST	2019 FORECAST	2020 FORECAST	2021 FORECAST
REVENUES									
LOCAL OPTION SALES TAX	\$538,854	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000
Sales Tax	\$538,854	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000
INTEREST EARNINGS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST EARNINGS									
GENERAL OBLIGATION BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL OBLIGATION BOND PROCEEDS									
GENERAL OBLIGATION BOND PROCEEDS		\$0							
Debt Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCOUNTS RECEIVABLE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUE FROM OTHER GOVERNMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$538,854	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000	\$535,000
BEGINNING CASH BALANCE	\$159,686	\$95,480	\$84,192	\$108,748	\$141,404	\$152,334	\$167,465	\$177,121	\$192,415
ON-GOING AVAILABLE CASH	\$95,480	\$84,192	\$108,748	\$141,404	\$152,334	\$167,465	\$177,121	\$192,415	\$349,537
EXPENDITURES									
TRUNK HIGHWAY 14/41 INTERCHANGE DS Fund 370									
Sub-Total	\$0	\$24,500	\$225,756	\$223,156	\$225,506	\$222,806	\$225,056	\$222,081	\$78,827
CASWELL PARK									
Sub-Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CASWELL NORTH SOCCER FIELDS									
Sub-Total	\$300,244	\$237,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BENSON PARK									
Sub-Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPRING LAKE PARK									
Sub-Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NORTH MANKATO TAYLOR LIBRARY									
Sub-Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RIVERFRONT REDEVELOPMENT									
Sub-Total	\$18,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPRING LAKE - LAKE IMPROVEMENTS									
Sub-Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BENSON LAKE - LAKE IMPROVEMENTS									
Sub-Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEBT SERVICE - Issuance costs									
Sub-Total	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSFERS - Debt Service Fund 311									
Sub-Total	\$283,912	\$284,788	\$284,688	\$279,188	\$298,563	\$297,063	\$300,288	\$297,625	\$299,050
Total Expenditures	\$603,060	\$546,288	\$510,444	\$502,344	\$524,069	\$519,869	\$525,344	\$519,706	\$377,877
Revenue - Expenditures	-\$64,206	-\$11,288	\$24,556	\$32,656	\$10,931	\$15,131	\$9,656	\$15,294	\$157,123



Picture taken by Officer Howe

North Mankato Police Department

2013 Year End Report

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General Information

North Mankato Police Department

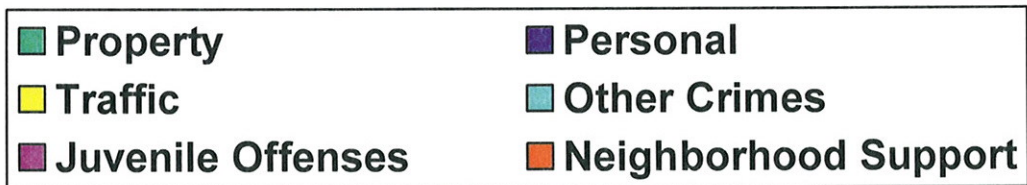
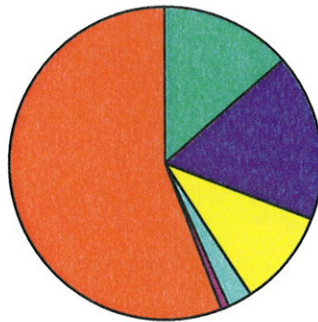
1001 Belgrade Avenue
P.O. Box 2055
North Mankato, MN 56002-2055

Emergency Number: 911
Non-Emergency Dispatch Number: (507) 931-1570
Office Number: (507) 625-4141

Email: nmpd@nmpd.org
Tip Information Email: tips@nmpd.org

The City of North Mankato Code of Ordinances Access: http://www.amlegal.com/northmankato_mn/
Court Records Access: <http://pa.courts.state.mn.us/default.aspx>.

2013 Police Reports





2013 Statistics at a Glance



Personal Crimes	2013	2012	2011
Homicide (includes attempts)	0	0	0
Terroristic Threats	12	10	10
Criminal Sexual Conduct	8	10	15
Robbery	2	1	3
Assault	40	19	19
Domestic Assault	41	64	53
Harassment	27	40	25
Harassing Communications	36	34	36
Child/Vulnerable Adult Protection	247	228	228
Domestic Disturbance	80	91	82
Disorderly Conduct	17	36	27
All other reports	31	23	12

Property Crimes	2013	2012	2011
Residential Burglaries	42	22	44
Non-Residential Burglaries	23	6	4
Theft from Building	54	57	49
Theft from Vehicle	53	54	143
Motor Vehicle Theft	15	3	8
Motor Vehicle Tampering	7	11	18
Financial Theft	28	18	30
Shoplifting	4	3	0
Property Damage	97	126	105
Arson / Negligent Fires	5	0	1
Trespassing	11	9	13
All other reports	81	79	67

Other Crimes	2013	2012	2011
Narcotics	34	29	26
Underage Consumption	9	5	6
Weapons	8	7	2
Liquor Violations	2	3	2
All other reports	25	11	8

Juvenile Offenses	2013	2012	2011
Alcohol	1	3	17
Runaways	16	19	23
Curfew	1	5	3
Tobacco	0	1	3
All Other reports	3	0	0

Traffic Related	2013	2012	2011
Accident Reports on Public Property	138	126	135
Accident Reports on Private Property	58	45	63
Bicycle Accidents (No Motor Vehicle)	1	0	2
Driving Under the Influence	25	34	34
Parking Violations	28	29	29
Violation Road & Driving Complaints	59	68	75

Neighborhood Support	2013	2012	2011
Medicals	383	347	379
Animal Control	155	157	171
Public Assists	97	155	151
Suspicious Activity	121	130	145
Assist Other Law Enforcement Agencies	123	126	122
Gun Purchase Permits Issued	168	166	112
Information Only	45	93	110
Civil Complaints	86	95	106
Alarm Calls	81	100	99
Welfare Checks	58	56	61
Residence Checks	54	41	46
Funeral Escorts	23	15	22
All other reports	342	356	292

The North Mankato Police Department takes all reports very seriously and diligently investigates each report.

TOTAL REPORTS	3,105	3,145	3,235
----------------------	--------------	--------------	--------------

Personal Crime Statistics

Type of Complaint	2013	2012	2011
Homicide	0	0	0
Attempted Homicide	0	0	0
Robbery	2	1	3
Criminal Sexual Conduct	8	10	15
Terroristic Threats	12	10	10
Assault	37	19	19
Assault/Domestic Assault with a Deadly Weapon	6	1	0
Domestic Assault	38	63	53
Bomb Threat	0	1	0
Child Protection	231	217	208
Vulnerable Adult Protection	16	11	20
Domestic Disturbance	80	91	82
Pornography	1	0	2
Indecent Exposure	3	0	0
Peeping Tom	0	2	0
Kidnapping/Abduction	0	0	0
Disorderly Conduct	17	36	27
Harassment	27	40	25
Harassing Communications	36	34	36
Violation/Order for Protection	27	20	10
TOTAL PERSONAL CRIME CALLS:	541	556	510

*Physical Domestic reports from the 2012 & 2011 year-end reports have been added to the Domestic Assault Category.

In 2013 the North Mankato Police Department saw over a 40% decrease in domestic assault cases and a 90% increase in assault cases. These assaults included three assaults on police officers and two assaults on school officials.

There was also a slight increase in Child Protection reports. That increase included three Malicious Punishment cases.



Property Crime Statistics

Type of Complaint	2013	2012	2011
Arson / Negligent Fires	5	0	1
Burglary Residence	42	22	44
Burglary Non-residence	23	6	4
Financial Theft			
Fraud/Identity Theft	8	1	7
Forgery/Counterfeiting	1	4	5
Theft by Check	1	5	4
Credit Card Fraud	16	6	11
Fraud/NSF Checks	2	2	3
Property Damage			
Business Damage	6	9	6
Private Damage	83	98	88
Public Damage	8	19	11
Property Theft			
Theft of Motor Vehicle	15	3	8
Theft of ATV/MC/Moped	1	0	1
Theft of Trailers/Snowmobile/Boat	1	3	0
Tamper with Motor Vehicle	7	11	18
Theft from Building	54	57	49
Theft from Yard	21	25	27
Theft from Motor Vehicle	53	54	143
Theft from Boat	2	2	1
Theft from Coin Machine	0	0	0
Theft of Self-Serve Gas	16	18	13
Theft of Parts from Vehicle	0	0	0
Shoplifting	4	3	0
Bicycle Theft	31	24	20
Theft of Services	3	5	2
Theft by Swindle	5	0	2
Possession of Stolen Property	1	2	1
Trespassing/Prowlers	11	9	13
TOTAL PROPERTY CRIME CALLS:	420	388	481

*Motor Vehicle Tampering has been given their own category. Those reports that were filed with Trespassing reports in the 2012 & 2011 year end reports are now included in the Motor Vehicle Tampering category.

There was over a two-hundred eighty percent increase in non-residential burglaries stemming from two storage complexes that had multiple storage units burglarized resulting in a separate report for each unit.

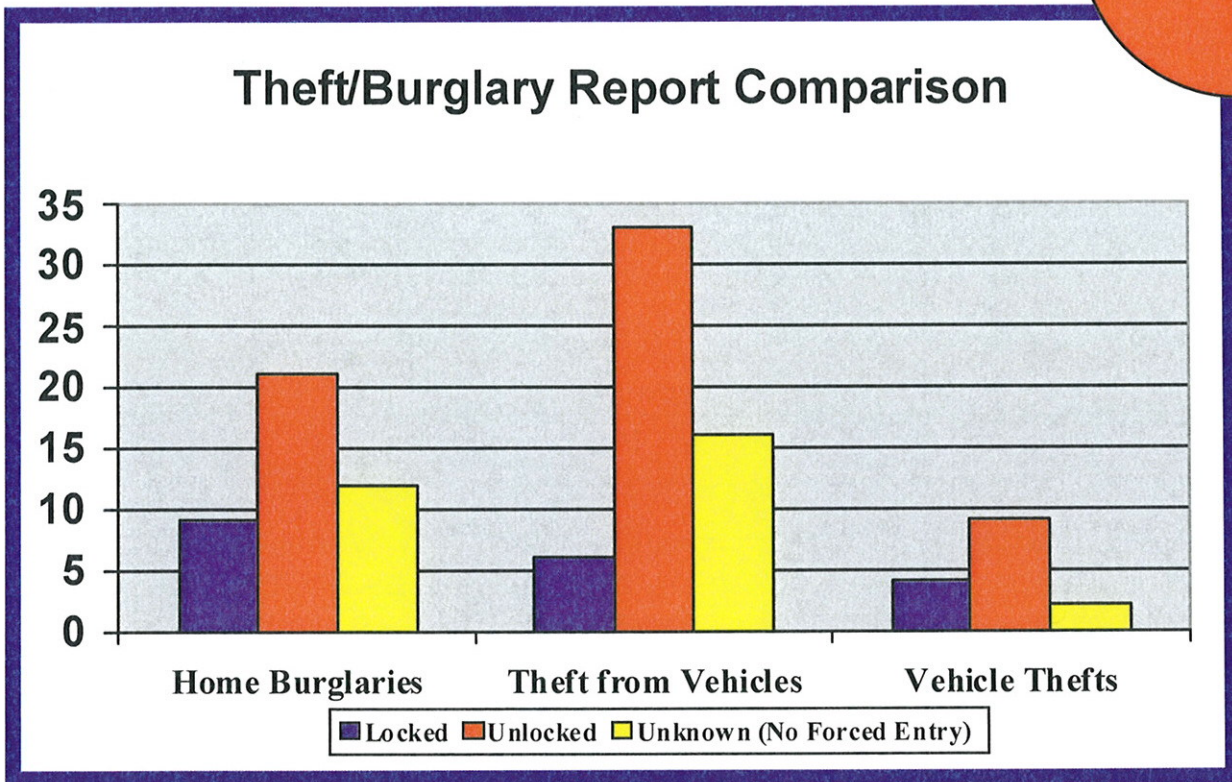
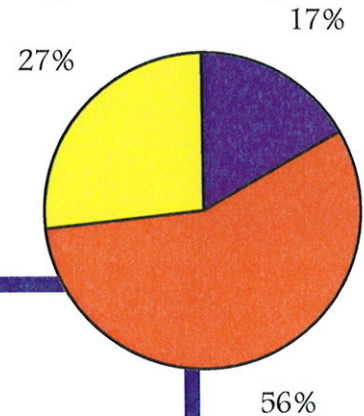


Residential burglaries rose by ninety-percent in 2013. Out of the 42 residential burglaries only 9 occurred when suspects forced entry into locked residences.

Vehicle thefts increased by four-hundred percent over 2012 statistics, however out of the 15 vehicle thefts reported in 2013 only 4 occurred when suspects forced entry into locked vehicles.

Theft from motor vehicles remains nearly the same as 2012 statistics and was a sixty-three percent decrease over 2011 statistics. Out of 53 thefts from motor vehicles only 6 occurred when suspects forced entry into locked vehicles.

Based off of these statistics only 17 % occurred when suspects forced entry into locked residences and vehicles, 56% occurred when suspects entered unlocked residences and vehicles, and 27% occurred in residences and vehicles that security was unknown but no force entry was noted.



The Police Department encourages residents to keep their homes, garages, and motor vehicles secured at all times and report any suspicious activity immediately by calling 9-1-1.



Other Crime Statistics

Type of Complaint	2013	2012	2011
Fleeing Police	2	1	0
False Information to Police	3	4	1
Illegal Kennel	1	0	0
Impersonating a Police Officer	1	0	0
Narcotics	34	29	26
Obstructing Legal Process	1	1	1
Public Peace	11	0	1
Underage Consumption of Alcohol (18 – 21 years)	9	5	6
Liquor Hours of Sale	2	1	0
Liquor Furnishing to Minors	0	2	0
Liquor Possession	0	0	2
Littering	3	3	2
Fireworks Discharge/Possession	3	2	3
Weapons Violations	8	7	2
TOTAL OTHER CRIME CALLS:	78	55	44



Juvenile Status Statistics

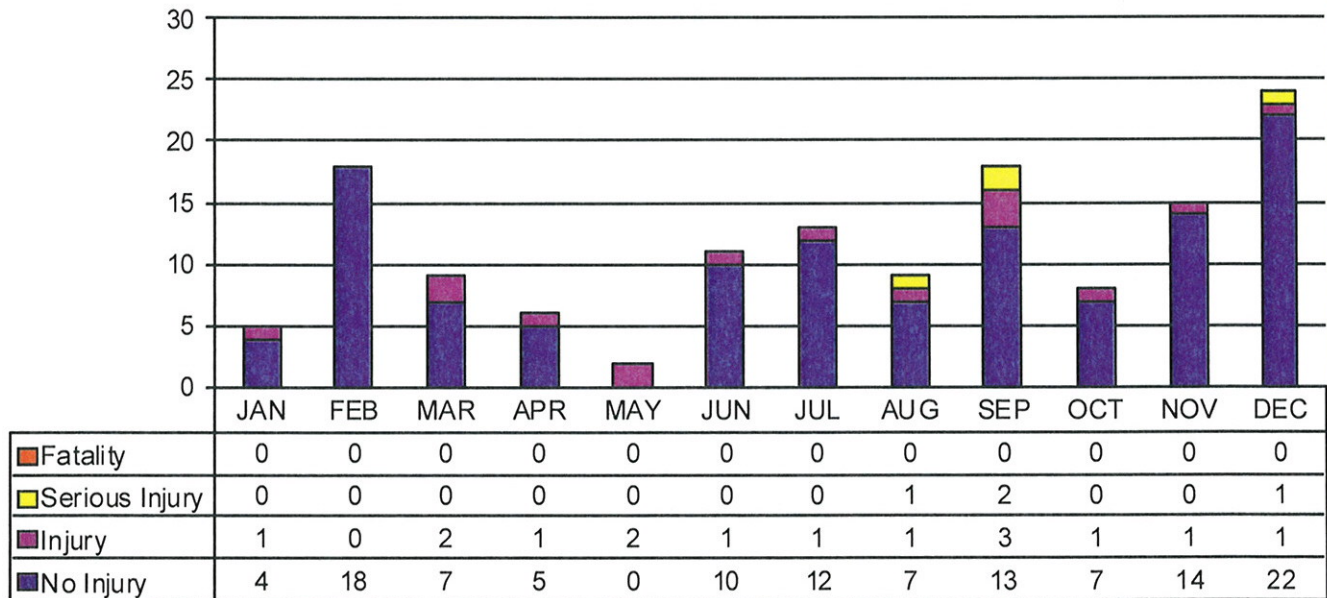
Type of Complaint	2013	2012	2011
Curfew Violations	1	5	3
Incorrigible Juvenile	3	0	0
Runaways	16	19	23
Truancy Reports	0	0	0
Underage Consumption of Alcohol (Under 18)	1	3	17
Underage Tobacco Possession/Use	0	1	3
TOTAL JUVENILE STATUS OFFENSES:	21	28	46

Traffic Related Statistics

Traffic Related Statistics	2013	2012	2011
Motor Vehicle Accident Reports	196	171	198
Occurring on Public Property	138	126	135
Occurring on Private Property	58	45	63
Bicycle Accidents (No Motor Vehicle Involvement)	1	0	2
Driving While Under the Influence	25	34	34
Violations Road & Driving Complaints	59	68	75
Parking Violations	28	29	29
TOTAL TRAFFIC RELATED CALLS:	309	302	338

Motor Vehicle Accident Injury/Fatality Breakdown

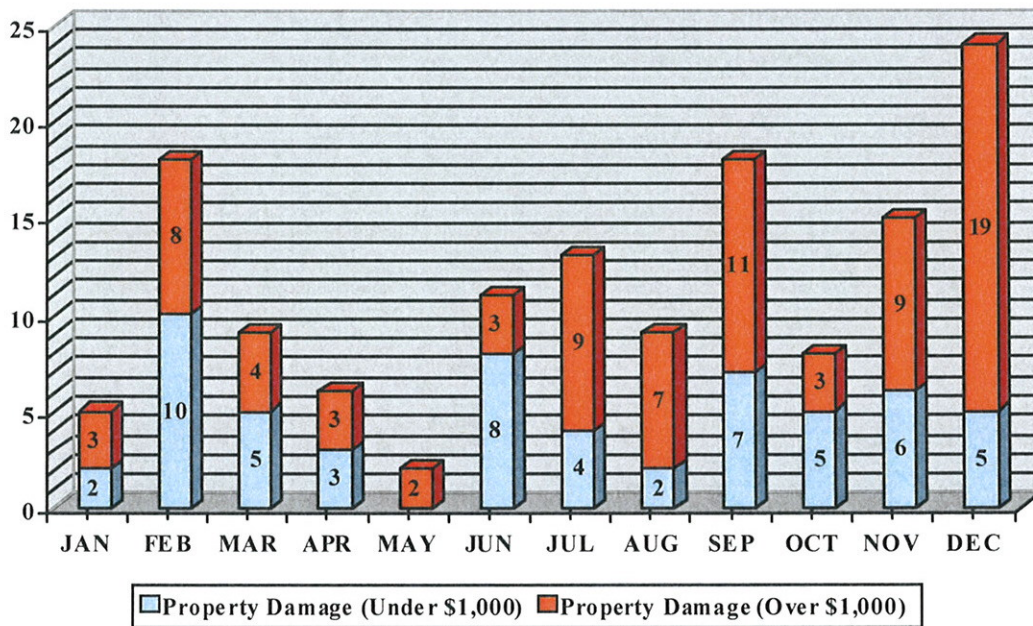
(Occurring on Public Property)

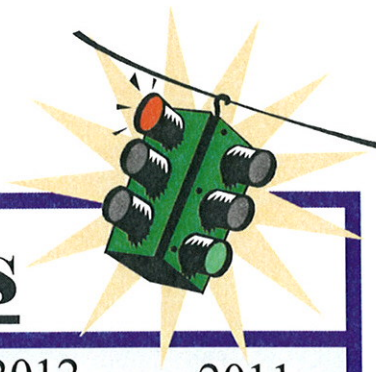
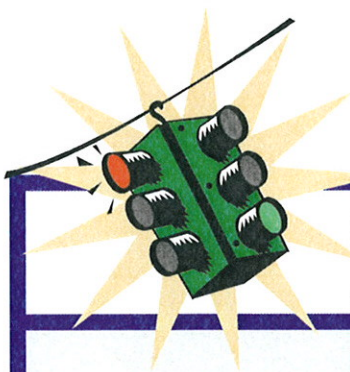


Total Public Motor Vehicle Accidents	138
Accidents involving an Under the Influence Driver	2
Involving a Pedestrian	1
Involving Bicycle	1

Motor Vehicle Accidents Breakdown

(Ocurring on Public Property)





Traffic Citations

<u>Violation</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Careless/Exhibition/Reckless Driving	4	4	6
Child Restraint	0	2	5
Driver's License Violation	23	19	14
Driving After Revocation/Cancellation/Suspension of License	38	42	55
Driving While Intoxicated	31	37	34
Equipment Violation	1	4	4
Failure to Yield Right of Way	13	10	6
Follow Too Close	3	0	1
Improper Registration	8	12	17
Leaving the Scene of Accident	2	5	4
No Insurance/No Proof of Insurance	62	35	34
Open Bottle/Allow Open Bottle	2	4	9
Parking Tickets	47	43	83
Seatbelt	121	91	114
Speeding	90	86	105
Semaphore/Stop Sign Violation	21	18	18
All Other Violations	18	17	23
Total:	484	429	532



Neighborhood Support Statistics

Type of Complaint	2013	2012	2011
911 Verifications	20	12	14
Alarm Calls	81	100	99
Animal Control			
Animal Complaints	140	142	160
Animal Bites	15	15	11
Assist Other Law Enforcement Agencies	123	126	122
Civil Complaints	86	95	106
Fire Calls	43	67	41
Found Property	60	57	57
Funeral Escorts	23	15	22
Gun Purchase Permits Issued	168	166	112
Information Only	45	93	110
Lost Property	10	8	6
Medicals			
Sick Cared For	267	273	321
Home Accidents	60	29	26
Occupational Accidents	7	4	4
Public Accidents	3	1	7
Intoxicated Individuals	46	40	21
Mentally Ill Persons	22	30	19
Missing Persons	7	10	7
Neighborhood Problems	25	15	17
Noise Complaints	48	69	46
Open Door	4	5	6
Public Assists			
Motorist Assist	16	14	14
Speed Trailer	2	9	8
Public Education	18	14	17
All Other Public Assists	61	118	112
Residence Checks	54	41	46
Predatory Offender Notification/Total Predatory Offenders	23/34	21/24	17/18
Solicitors	2	7	9
Sudden Death	13	9	9
Suicides	1	3	4
Suicides Attempts	11	15	7
Suicide Threats	42	28	33
Suspicious Activity	121	130	145
Welfare Checks	58	56	61
TOTAL NEIGHBORHOOD SUPPORT CALLS:	1,736	1,837	1,816

***Fingerprinting services were discontinued in 2013. Fingerprinting reports from 2012 and 2011 year end-reports have been added to the all other public assist category.

The North Mankato Police Department prides itself in providing superior law enforcement services to the community. One way in which we provide this service is through periodic residential checks. A resident need only contact the department to request a residence check. An officer will then provide periodic checks of the residence while the owner is out-of-town. Another way is to provide our professional leadership and knowledge to groups in our community through public education talks promoting safety and an enhanced quality of life in the community. In addition, the police department provides school patrols, funeral escorts, firearm permits and many other services to the community.

Public Education

The North Mankato Police Department conducted the following public education in 2013:

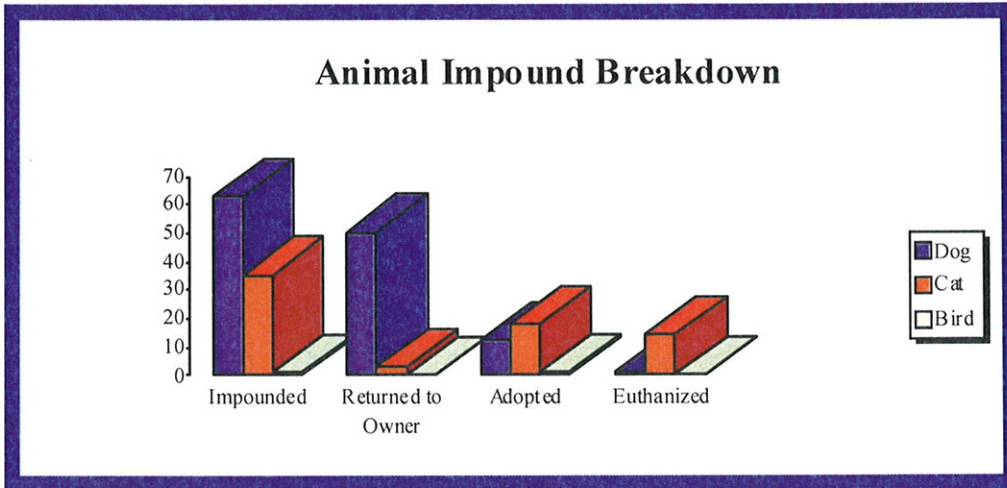
DATE	LOCATION	TOPIC	OFFICER	ATTENDANCE
1/25	Dakota Meadows	Being a good citizen	706	8
2/12	Corporate Graphics- Commercial Graphics	Burglary Prevention	714	160
3/4	Messiah Lutheran Church	Burglary Prevention	714	20
3/6	Good Shepherd Lutheran Church	Safety	712	10
4/10	North Mankato Fire 2	Drug Recognition	714	60
4/18	Monroe Elementary School	Weather Safety	818	40-50
4/18	Hoover Elementary School	Weather Safety	818	40-50
4/26	Garfield Elementary School	Cyber Bulling	706	250
5/13	St. John's Early Childhood	Police Officer	801	30
6/24	North Mankato Fire 2	Safety Camp	706	40
8/6	725 Garfield Avenue	Night to Unite	712/701	20
8/6	2109 Peregrine Lane	Night to Unite	712/701	25
8/6	The Reserve Park Shelter	Night to Unite	712/701	20
8/6	2254 St. John's Court	Night to Unite	712/701	30
10/29	Peter Pan Preschool and Daycare	Halloween Safety	712	25
11/15	Monroe Elementary School	Winter Safety	818	60
11/19	Hoover Elementary	Winter Safety	818	60
11/21	Pioneer Bank	Bank Robbery Education	715	10



Animal Control

The North Mankato Patrol Officers are responsible for responding to all animal control issues. This includes animals at-large, animal abuse/neglect, and animals disturbing the peace.

In 2013 the North Mankato Police Department responded to 155 animal related reports and impounded 99 animals compared to 125 impoundments in 2012 for a cost of \$2,925.11 compared to \$4,868.70 in 2012.



The City of North Mankato maintains an Impound Agreement with Premier Veterinary Center of Mankato.



North Mankato Police Reserves

FOR THE YEAR ENDING DECEMBER 31, 2013



The North Mankato Police Department has a long history of having a reserve program. Our reserve officers hold a volunteer position with the City of North Mankato. All of our reserve officers have other employment and we are very grateful for the time and service they provide us. Some of the reserve officers use the program as a stepping stone to gain experience to make finding a full-time position easier. Other reserve officers use the position as a hobby which gives them the opportunity to help and serve the public.

Reserve officers provide the City with traffic control during the many parades and races held throughout the year. We currently have 18 Reserve Officers dedicated to the community. These Reserve Officers collectively volunteered over 1,450 hours this past year.

In 2013 The North Mankato Police Reserves assisted the Police Department in a variety of functions:

North Mankato Fun Days – Triathlon	474
Kiwanis Holiday Lights	198
Administrative Duties	107
Reserve Meeting & Training	169
Other Events & Assist Officer Duties	455
School Patrol	77
TOTAL	1,480