

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 September 17, 2012. Mayor Dehen called the meeting to order at 6 p.m. The following were present for the meeting: Mayor Dehen, Council Members Norland, Schindle, Freyberg and Steiner, Interim Administrator Fischer, Finance Director Thorne and City Clerk Gehrke.

**Continuation of 2013 Budget Discussions**  
**Enterprise Expenditure and Revenue Funds**

Finance Director Thorne presented the Enterprise Expenditure and Revenue Funds reporting the projected 2013 water revenues are very close to the 2012 revenues. She reported a water rate calculation reflects a deficit of \$129,225 for 2012 and a deficit of \$161,475 for 2013; a sewer rate calculation reflects a deficit of \$234,068 for 2012 and a deficit of \$323,649 for 2013; a sanitation rate calculation reflects a surplus of \$92,532 for 2012 and a surplus of \$38,721 for 2013; and a storm water rate calculation reflects a deficit of \$108,899 for 2012 and a surplus of \$75,725 for 2013. Council Member Freyberg asked the Finance Director to research the dates of the most recent rate changes for water, sewer and sanitation. The Finance Director requested the Council consider having a formalized rate study completed projecting out revenues and expenditures for the next 10 years prior to user charge increases. The Finance Director reported transfers to the Capital Facilities Fund were included in the proposed 2013 water and sewer budget to provide for future capital purchases. The Finance Director included a 5.00 percent increase in the sanitation fund for the refuse contact.

The Finance Director reported she has received a number of responses to the Request for Proposal (RFP) for auditor services. In response to a question regarding the RFP for the garbage contract, she reported the RFP will be presented at the October 1, 2012 Council meeting for approval.

**Five-Year Capital Improvement Plan, 2013-2017**

The Mayor requested the Council Members review the Five-Year Capital Improvement Plan prior to the October 1, 2012 Council Workshop and rank their priorities for discussion at this workshop.

**Special Assessment Update**

As requested by the Council, the Finance Director presented a report outlining deferred special assessments receivable for various debt service funds. She reported Nicollet County will be sending her an updated version of this report since some of the assessments have been repaid. The Finance Director will forward the updated report to the Council.

There being no further business, the Council Workshop was adjourned at 6:52 p.m.

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Mayor

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City Clerk

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Council Chambers of the Municipal Building on September 17, 2012. Mayor Dehen called the meeting to order at 7 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for the meeting, Mayor Dehen, Council Members Schindle, Freyberg, Norland and Steiner, Interim Administrator Fischer, Finance Director Thorne, Engineer Malm, Attorney Kennedy and City Clerk Gehrke.

**Approval of Agenda**

**Council Member Freyberg moved, seconded by Council Member Steiner, to approve the agenda as presented. Vote on the motion: Norland, Schindle, Freyberg, Steiner and Dehen, aye; no nays. Motion carried.**

**Approval of Minutes**

**Council Member Freyberg moved, seconded by Council Member Schindle, to approve the minutes of the Council meeting of September 4, 2012 and the Council Workshop of September 4, 2012. Vote on the motion: Norland, Schindle, Freyberg, Steiner and Dehen, aye; no nays. Motion carried.**

**Correspondence**

**Thank-You Letters for SCC Scholarships**

The Mayor read letters from Sarah Deslauriers and Connie Wood thanking the City for the \$600 scholarships to South Central College.

**Rural Domestic Preparedness Consortium**

The Mayor read a letter from the Rural Domestic Preparedness Consortium (RDPC) regarding training held on July 9, 2012. He reported 21 rural responders were training for the MGT-383 "Emergency Operations Plan for Rural Jurisdictions." The RDPC was established to develop and deliver all-hazards training in support of rural homeland security requirements.

**Public Hearing, 7 p.m. – Regional Park and Legacy Grant Program Application**

Mayor Dehen opened the public hearing to obtain comment regarding the Parks Legacy Grant and the Regional Park Grant programs. A copy of the hearing notice and Affidavit of Publication was included in the packet. Planner Fischer reported staff is proposing to submit a grant application for Benson Park through one application for both the Park Legacy and the Regional Park Grant programs which are administered by the Department of Natural Resources (DNR). The request for grant funds is to advance the development of Benson Park in accordance with the Benson Park Master Plan. Staff is recommending submission of an application to include the following projects:

- Rolling Hills Prairie Habitat
- Underground Improvements
- Woodland Habitat
- Wildflower Demonstration Area
- Fishing Pier
- North Parking Lot

Planner Fischer reported the total cost of these improvements is estimated at \$827,900. He noted the Regional Park Grant program requires a 40 percent match and the Park Legacy program requires no match. However, he reported staff is recommending a 40 percent match of \$331,160 for the Regional

Park Grant application and a 50 percent match of \$413,950 for the Park Legacy Grant application.

Phil Henry, 1300 Noretta Drive, appeared before the Council with questions about the amount of bonding against future sales tax funds that is already in place for regional parks.

Jim Santori, 2102 Rolling Green Lane, appeared before the Council in support of the application for grant funding for the improvements to Benson Park. He reported he sat on the Park & Green Spaces Committee which helped develop the Master Plan for Benson Park, and stated it is time to make the Master Plan become a reality.

Joe Kluender, 2126 Rolling Green Lane, appeared before the Council and reported a great deal of effort was involved in completing the Master Plan for Benson Park. He encouraged the Council to apply for the grant funds to help provide for funding of the development of Benson Park.

Bess Tsaouse, 136 Mary Circle, appeared before the Council and reported the Master Plan for Benson Park has been in place for four years and it is a long-term project which needs to begin. She referenced the beautiful gardens in the St. Cloud area which is an attraction that brings tourists to the area.

Bernadette Wilson, 1754 Commerce Drive, appeared before the Council in support of the grant application for the Benson Park project. She reported that many daycare children use the park and have been waiting for the development of Benson Park.

There being no one else appearing during this portion of the meeting, the Mayor closed the public hearing.

**Res. No. 58-12 Authorizing Regional Park and Park Legacy Grant Program Application**

**Council Member Freyberg moved, seconded by Council Member Steiner, to adopt Resolution No. 58-12 authorizing submission of the Regional Park and Park Legacy Grant application. Vote on the Resolution: Norland, Schindle, Freyberg, Steiner and Dehen, aye; no nays. Motion carried.**

**Tim Penny, Southern Minnesota Initiative Foundation**

Tim Penny, Southern Minnesota Initiative Foundation (SMIF), appeared before the Council and presented the annual update of the SMIF. He reported the SMIF serves a 20-county region with the mission of promoting regional economic opportunities and collaborations with a focus on entrepreneurs and early childhood development. Mr. Penny reported 29 businesses received \$1.2 million in loans which created 70 jobs, 200 entrepreneurs attended Business Plan classes and 36 SCORE members provided consulting to an average of 22 clients monthly. The Mayor thanked Mr. Penny for the work the SMIF has done in the area.

**Open the Meeting to the Public for the First Time**

**Nancy Cramblit, 19 Holiday Court**

Nancy Cramblit, 19 Holiday Court, appeared before the Council and asked the Council to pass a resolution against the constitutional amendment to ban marriage for same-sex couples. She reported that 13 cities in the State of Minnesota have adopted resolutions against this constitutional amendment.

**Jean Lovett, 134 Hawaiian Drive, Mankato**

Jean Lovett, 134 Hawaiian Drive, Mankato, appeared before the Council and requested the Council pass the resolution against the constitutional amendment to ban marriage for same-sex couples

stating the amendment writes discrimination into the Constitution.

**Michael Johnston, 418 Forest Heights Drive**

Michael Johnston, 418 Forest Height Drive, appeared before the Council stating his opposition to the language in Ord. 130.09(a) Discharging Firearms which was adopted in 2009.

**Kim Spears, 916 South Avenue**

Kim Spears, 916 South Avenue, appeared before the Council and urged prompt repeal of this ordinance.

**Mike Hatfield, 2224 Coventry Lane**

Mike Hatfield, 2224 Coventry Lane, appeared before the Council and stated he felt it was unjust to create an ordinance limiting the use of certain spring-loaded or air guns within the City limits.

**Sal Alsaker, 1745 Mary Lane**

Sal Alsaker, 1745 Mary Lane, appeared before the Council and stated her concern about the firearms ordinance.

**Consent Agenda**

**Council Member Schindle moved, seconded by Council Member Norland, to approve the Consent Agenda which included:**

1. Resolution No. 59-12 Approving Donations/Contributions.
2. Audio and Large Group Permit for MTU Onsite Energy Company Picnic, Spring Lake Park, Friday, October 5, 2012, from 4 p.m. to 8 p.m.

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

**Staff Reports**

**Interim City Administrator**

**Res. No. 60-12 Approving Change Order No. 1 for Project No. 12-02ABC, Caswell North Soccer Fields**

Interim Administrator Fischer reported a change order was requested as part of the drainage work changing the temporary drop inlets to permanent structures to save cost and excavation when the parking lot is constructed and to avoid paying for the structures twice. Change Order No. 1 provides for this including replacing one HDPE pipe to a concrete storm pipe under the parking area for an increased cost of \$8,804.69. **Council Member Schindle moved, seconded by Council Member Norland to adopt Resolution No. 60-12 Approving Change Order No. 1 for Project No. 12-02ABC, Caswell North Soccer Fields in the amount of \$8,804.69. Vote on the Resolution: Norland, Schindle, Freyberg, Steiner and Dehen, aye; no nays. Motion carried.**

**City Clerk**

**Placement of Political Signs**

Clerk Gehrke reviewed a notice from the Minnesota Department of Transportation reminding candidates for public office that state law prohibits the placement, painting, printing or affixing of advertisements on any object within the limits of any highway in Minnesota. She also noted these same rules apply to any City right-of-way and all signs should be placed on private land.

**City Attorney**

**Hearing on Belle House, LLC Request for Reasonable Accommodation**

Attorney Kennedy reported that a hearing has been scheduled for Monday, September 24, 2012 6:00 to 8:00 p.m. in the Council Chambers to consider the request from Belle House, LLC for reasonable accommodation to allow housing of not more than eight (8) recovering addicts/alcoholics versus the permitted six (6) at 2107 Northridge Drive. Those wishing to appear at the meeting must give written notice to the City Clerk no later than 4:30 p.m. on Wednesday, September 19, 2012 for inclusion in the packet going out to the Council. After the hearing, the Council and City Attorney will review the findings and any ruling will be signed by a majority of the City Council in attendance at the meeting.

**Discharging Firearms Ordinance**

Attorney Kennedy referenced the issue raised during the open portion of the meeting reporting that since this is a juvenile matter and is pending in the court, the City will not be responding. He reported the City reviews the City Code on an annual basis and the ordinance in question could be reviewed at that time.

**City Engineer**

Engineer Malm reported he is working on the Benson Park plans in conjunction with the grant application.

**Report from Council Members**

**Council Member Schindle**

**Sports Group Organization**

Council Member Schindle reported he was approached by the Mankato Area Hockey Association regarding an additional sheet of ice. He reported there is always a shortage of ice time and MAHA has indicated they were willing to contribute to a building. Council Member Schindle stated the City owns land adjacent to Caswell Park that may be a good fit. He also stated that a track for indoor walking for seniors should be included in the complex. Mayor Dehen reported I & S Group is currently working with various sports groups to determine the demand for a multi-sports building. He will contact the various sports groups and invite them along with I & S Group to a future Council meeting to discuss the multi-sports building complex.

**Council Member Freyberg**

Council Member Freyberg expressed concern with the Request for Proposal for auditing services for the City stating the process should be delayed until a City Administrator has been hired. Finance Director Thorne reported the RFP has been sent out and could be reviewed once they are received.

**Report from Mayor**

**Summary of Intergovernmental Committee Meeting of September 12, 2012**

The Mayor summarized the minutes of the Intergovernmental Committee meeting of September 12, 2012. He reported discussion was held about exploring the possibility of creating a regional Economic Development Authority (EDA) and the advantages of a regional EDA because of the recent MSA and MPO status received. This discussion will continue at the Intergovernmental meeting of November 7, 2012. The City Attorney referenced a letter from Kennedy & Graven, bond counsel for the City comparing the Port Authority with an EDA and outlining the bonding powers. The Mayor reported a Joint Powers Agreement between the Cities could be executed to provide for a regional EDA. This discussion will continue at the Intergovernmental meeting of November 7, 2012.

**City Administrator Search**

The Mayor presented a recommendation and proposal for the City Administrator search process from Bonnie Bennett of TurningPoint Management, Inc. She recommended improving the pool of candidates by marketing the position to a broader network to include the International City Managers Association website, recruiting passive candidates and doing more up front work with the Council Members on what they want in the final candidates. She also recommended managing the search process by inserting a phone screen of the candidates using a different Council Member (Council Member Freyberg) and the HR representative who will review the applications, conduct the phone screen and send notes of the phone interviews to the Expanded Personnel Committee. An Auditor will be added to the Expanded Personnel Committee. Ms. Bennett's proposal included using her services to outsource part of the search process at an hourly rate of \$125 with a cap of \$7,500 for the project.

**Council Member Schindle moved, seconded by Council Member Norland, to accept the proposal of Bonnie Bennett for the City Administrator Search. Vote on the motion: Norland, Schindle, Steiner and Dehen, aye; Freyberg abstained; no nays. Motion carried.**

**Coffee with the Council**

Mayor Dehen thanked the Etzell family for hosting Coffee with the Council in September. He reported the next Coffee with the Council will be held on Saturday, October 13, 2012 from 10-11 a.m. at the Nakato Bar & Grill, 253 Belgrade Avenue.

**Bier on Belgrade**

The Mayor reported Bier on Belgrade will be held on Saturday, October 6, 2012 with three bands and the Mankato Brewery featuring an Oktoberfest commemorative stein for \$15 of which \$5 will be donated to the food shelf.

**Open the Meeting to the Public for the Second Time****Scott Gooler, 608 N. 2<sup>nd</sup> Street, Mankato**

Scott Gooler, 608 N. 2<sup>nd</sup> Street, Mankato, appeared before the Council and asked for a swift review of the firearms ordinance.

**Jean Lovett, 134 Hawaiian Drive, Mankato**

Jean Lovett, 134 Hawaiian Drive, Mankato, again appeared before the Council and asked if the City has a human rights commission. The City Attorney reported the City of North Mankato follows Minnesota Statutes regarding human rights. Ms. Lovett asked if the City Council was going to discuss the resolution regarding the amendment to the Minnesota constitution. Council Member Schindle reported a public hearing would need to be held if this item was going to be considered at a Council meeting and published notice given. Council Member Steiner reported that since this is not an agenda item the Council could not discuss this at tonight's meeting. In response to her question about their next plan of action, the Mayor reported she should request the City Clerk add to the next agenda consideration to set a public hearing to discuss amendment to the Minnesota Constitution.

**Kim Spears, 916 South Avenue**

Kim Spears, 916 South Avenue, appeared before the Council and stated he believes it is a good time to get a bonded debt study completed. He also asked about the terms for the Port Authority Commissioners and the City Attorney reported the terms were set by Minnesota Statute and are six-year staggered terms. Mr. Spears suggested putting a moratorium on any new TIF districts or Port Authority bonding if the City is a partner in an Economic Development Authority. Mr. Spears also questioned the purpose of a building permit and stated there are two systems, cost based and value based. He reported an individual felt he was unfairly treated by the value based system. Mr. Spears noted the

amendment to the Minnesota constitution is on the November 6<sup>th</sup> General Election ballot and it is best left to the decision of the voters.

**Phil Henry, 1300 Noretta Drive**

Phil Henry, 1300 Noretta Drive, appeared before the Council and asked if the building fee structure could be leveled out so that a small building project is not charged a much larger percentage than a large building project.

**Bills and Appropriations**

**Council Member Norland moved, seconded by Council Member Freyberg, to approve all bills and appropriations in the amount of \$244,698.24. Vote on the motion: Norland, Schindle, Freyberg, Steiner and Dehen aye; no nays. Motion carried.**

There being no further business, the meeting was adjourned at 8:31 p.m.

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Mayor

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City Clerk

**THESE ARE DRAFT MINUTES AND NOT YET APPROVED BY THE BOARD**

OFFICIAL PROCEEDINGS OF THE  
BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF NICOLLET  
September 25, 2012

The Nicollet County Board of Commissioners met in special session on Tuesday, September 25, 2012 at 9:00 a.m. with Chair Dr. Bruce Beatty presiding. Commissioners David Haack, Marie Dranttel, James Stenson, and Jack Kolars were present. Also present were County Attorney Michelle Zehnder Fischer, Interim County Administrator Bridgette Kennedy, Deputy Auditor-Treasurer RaNaye Grunzke, and Recording Secretary Margo Brown.

Upon a motion by Commissioner Stenson and seconded by Kolars, it was moved to approve the minutes of the September 11, 2012 Board meeting. The motion carried unanimously.

Upon a motion by Commissioner Stenson and seconded by Haack, it was moved to approve the County bills as presented. On a roll call vote, all Commissioners voted yes and the motion carried unanimously.

Social Services Director Joan Tesdahl appeared before the Board to request approval of the Social Services bills. Upon a motion by Commissioner Kolars and seconded by Dranttel, it was moved to approve the Social Services bills as presented. On a roll call vote, all Commissioners voted yes and the motion carried unanimously.

Social Services Director Tesdahl also requested that the Board consider approval of an out-of-state travel request for Nicole Cole to attend a "Recovery Coaching" Seminar to be paid for through Drug Court. Upon a motion by Commissioner Kolars and seconded by Haack, it was moved to accept the recommendation of the Social Services Director and approve the out-of-state travel request for Nicole Cole to attend a training paid for through a SAMHSA grant through Drug Court – entitled "Recovery Coaching" on October 10 and 11, 2012. The motion carried unanimously.

Human Resources Director Jamie Haefner addressed the Board with several replacement hirings:

Sheriff David Lange has hired Paul Malzahn to fill the position of 911 Dispatcher vacated by Tara Martin. Mr. Malzahn began his duties on September 10, 2012 at a salary of \$15.43 per hour, which is pay step 3 of pay grade 12.

Environmental Services Director Mandy Landkamer has hired Jon Hammel to fill the position of Deputy Zoning Administrator vacated by Rod Redding. Mr. Hammel will begin his duties on October 1, 2012 at a salary of \$16.44 per hour, which represents pay step 1 of pay grade 14.

Human Resources Director Haefner provided information about several end of probation requests and asked that the Board consider approval of those requests:

Probation Director Richard Molitor has submitted an end of probation request for Administrative Assistant Elizabeth Kotewa, effective September 27, 2012.

Facilities Maintenance Director Doug Krueger has submitted an end of probation request for Building & Grounds Worker 1 Teddy Ferguson, effective October 9, 2012.

Upon a motion by Commissioner Haack and seconded by Kolars, it was moved to accept the recommendation of the Human Resources Director and approve the end of probation requests for:

Probation employee Elizabeth Kotewa, Administrative Assistant, effective September 27, 2012.

Facilities Maintenance employee Teddy Ferguson, Building & Grounds Worker 1, effective October 9, 2012.

The motion carried unanimously.

At this time, Human Resources Director Haefner provided information to the Board relating to the 2013 Employee Insurance recommendations. There was considerable discussion relating to this issue as well as the need to keep 100% employee participation in the County's health plan in order to keep the premiums at a lower amount.

Health Insurance - Upon a motion by Commissioner Stenson and seconded by Haack, it was moved to accept the recommendation of the Insurance Study Committee and approve the following recommendations relating to employee health benefits for 2013:

Increase Prescription Drug Co-Pay from \$25 to \$30.

Increase Stop Loss Amount from \$125,000 to \$175,000

As well as increase the employee premium cost by 8% - rather than the 10% recommended by the Committee - taking the additional funds needed from the Insurance Fund reserve. On a roll call vote, Commissioners Stenson, Haack, Beatty and Kolars voted yes and Commissioner Dranttel voted no. The motion carried 4-1.

Optional Employee Health Plan - Upon a motion by Commissioner Dranttel and seconded by Kolars, it was moved to accept the recommendation of the Insurance Study Committee and approve the following recommendations relating to the optional employee health plan for 2013:

Offer an optional health plan be offered to employees for a \$1,000 deductible - 80% up to \$2,000 out of pocket for single and \$2,000 deductible -80% up to \$4,000 out of pocket, at a monthly cost of approximately \$50-\$75/single and \$150-\$200 family, contingent on cost changes due to the proposed increase in the stop loss amount, with education to be provided to all employees regarding the proposed plan, if approved.

The motion carried unanimously.

Retiree Health Plan - Upon a motion by Commissioner Kolars and seconded by Haack, it was moved to accept the recommendation of the Insurance Study Committee and approve the following recommendations relating to the retiree health plan:

To approve a decreases in the rates, due to the new prescription drug plan - with the Senior Gold plan decreasing from \$118 to \$98 and the Medicare Blue prescription plan decreasing from \$163.50 to \$101.00 per month - for a total decrease of \$82 - with the premiums to be paid in full by the retiree.

The motion carried unanimously

Fitness Plan Option - Upon a motion by Commissioner Stenson and seconded by Haack, it was moved to not accept the recommendation of the Insurance Study Committee to approve the recommendations relating to offering a fitness plan option. The motion to not accept the recommendation carried unanimously.

Dental Insurance - Upon a motion by Commissioner Dranttel and seconded by Kolars, it was moved to accept the recommendation of the Insurance Study Committee regarding the increase in the maximum benefit for employee dental insurance (from \$750 to \$1,000), with no change in premium rates. Following discussion, on a roll call vote, Commissioners Kolars, Dranttel, Haack and Beatty voted no and Commissioner Stenson voted yes. The motion failed 4-1. The Dental Insurance Maximum benefit for employees will remain at \$750 per year.

VEBA – Upon a motion by Commissioner Haack and seconded by Kolars, it was moved to accept the recommendation of the Insurance Study Committee and leave the County's VEBA contribution the same as it was last year (\$875 single and \$1,750 family). The motion carried unanimously.

Optional Vision Plan and Long Term Care Plan – These plans would be optional for employees, at their expense. Upon a motion by Commissioner Dranttel and seconded by Kolars, to accept the recommendation of the Insurance Study Committee and authorize the availability of an optional vision plan as well as a long term care plan for employees that can be purchased at their own expense. The motion carried unanimously.

At this time, Chair Beatty recessed the County Board meeting in order to consider matters as a County Ditch Authority.

Public Works Director Seth Greenwood presented information about a ditch repair report for County Ditch 82 and requested Board consideration. Steve Campbell, Maintenance Supervisor, was also present to provide information on the requested repair. He noted issues relating to landowner crop loss, bank slides and flooding upstream. He stated that normally the landowner would pay for the needed tiling, but this landowner was not open to absorbing that cost. There was concern that other landowners along the ditch should be made aware of the situation at a scheduled hearing. It was the consensus of the Board that nothing be done at this time and Public Works will check with the landowner to determine if he wants to present his request at a public hearing. Upon a motion by Commissioner Beatty and seconded by Dranttel, it was moved to deny the request for ditch repair report – at this time:

Report No., 12-16                      County Ditch 82                      Lake Prairie Township  
The motion carried unanimously.

Mr. Campbell also noted a recent phone call from Sibley County representative Jeff Majeski regarding ditch spraying. This issue may be discussed at a future meeting.

Chair Beatty adjourned the meeting of the County Ditch Authority. Chair Beatty then reconvened the County Board meeting.

At this time, County Board Chair Bruce Beatty presented Steve Campbell with a plaque noting his 31 years of service to the County and congratulated him on his years of service and wished him well with his upcoming retirement plans, effective September 28, 2012.

Public Health Director Mary Hildebrandt appeared before the Board to request approval of a letter of support regarding the E-Health Connectivity Grant. Upon a motion by Commissioner Stenson and seconded by Dranttel, it was moved to accept the recommendation of the Public Health Director and authorize signatures on the letter of support for an E-Health Connectivity Grant. The motion carried unanimously.

Public Works Director Seth Greenwood addressed the Board to request approval of the annual snow removal agreement with the City of New Ulm. Upon a motion by Commissioner Beatty and seconded by Stenson, it was moved to accept the recommendation of the Public Works Director and approve the annual snow removal agreement with the City of New Ulm for 2012-13 to provide snow and ice control on a portion of County State Aid Highway 37. The motion carried unanimously.

Mr. Greenwood also requested that the Board consider approval of the final payment to Traffic Marking Service, Inc. for 2012 highway striping. Upon a motion by Commissioner Stenson and seconded by Kolars, it was moved to accept the recommendation of the Public Works Director and adopt the resolution in regard to the contract final on 2012 Highway Striping, as follows:

WHEREAS, the 2012 Highway Striping Project has in all things been completed, and the County Board being fully advised in the premises, now then

BE IT RESOLVED, that we do hereby accept said completed project for and on behalf of the County of Nicollet and authorize final payment of \$ 62,505.93 to Traffic Marking Service, Inc., as specified herein. Total amount of the contract was \$62,505.93.

The motion carried unanimously.

Deputy Auditor-Treasurer RaNaye Grunzke addressed the Board to request approval of several applications for reduction of value/abatement. Upon a motion by Commissioner Stenson and seconded by Kolars, it was moved to accept the recommendation of the Auditor-Treasurer's Office and approve the following applications for reduction of value:

For the Lee S. Boyum Trust of 1805 North 3<sup>rd</sup> Street, St. Peter MN 56082 for property located at parcel number 07.128.0102 in Lake Prairie Township, for taxes payable in 2013.

For Gary and Denise Palmer of 38624 645<sup>th</sup> Avenue, New Ulm MN 56073 for property located at parcel number 13.029.1005 in West Newton Township for taxes payable in 2013.

For Debra M. Borth of 33925 337<sup>th</sup> Lane, Le Sueur MN 56058 for property located at parcel number 07.109.0710 in Lake Prairie Township for taxes payable in 2013.

For Gordon and Cynthia Erkel of 46743 County Road 13, St. Peter MN 56082 for property located at parcel number 10.303.0610 in Oshawa Township for taxes payable in 2013.

For Stanley O. Lindquist of P. O. Box 403, St. Peter MN 56082 for property located at parcel number 07.742.0090 in Lake Prairie Township for taxes payable in 2013.

The motion carried unanimously.

Upon a motion by Commissioner Haack and seconded by Kolars, it was moved to accept the recommendation of the Auditor-Treasurer's Office and approve the following applications for abatement:

For Agnes Gitter, LE of 54355 340<sup>th</sup> Street, Gibbon MN 55335 for property located at parcel numbers 13.004.0100 and 13.005.1100 in West Newton Township for taxes payable in 2012 in the amount of \$1,552.

For the State of Minnesota, Department of Natural Resources of P. O. Box 30, St. Paul MN 55155 for property located at parcel number 04.132.0400 in Courtland Township for taxes payable in 2012 in the amount of \$2,630.

The motion carried unanimously.

Deputy Auditor Treasurer Grunzke also requested Board consideration of an application for an exempt gambling permit for Der Deutsche Longbeards Chapter. Upon a motion by Commissioner Beatty and seconded by Dranttel, it was moved to accept the recommendation of the Auditor-Treasurer's Office and approve the exempt gambling permit for Der Deutsche Longbeards Chapter at the Klossner House in Klossner on February 9, 2013. The motion carried unanimously.

At this time, County Attorney Michelle Zehnder Fischer discussed class action litigation being handled through Hennepin County. Upon a motion by Commissioner Kolars and seconded by Dranttel, it was moved to support Mr. Michael Freeman, Hennepin County Attorney's Office, in regard to his handling of a class action litigation suit regarding transfer tax on foreclosed properties. The motion carried unanimously.

Interim County Administrator's report included information about the following items/meetings:

- No report

The Chair provided information on the following:

- Noted information about the Minnesota River Board
- Talked about a recent Sioux Trails Meeting – stating that Ken Rossow will be filling the vacant position on that Board

The Commissioners reported on various past and future activities/meetings, including:

Commissioner Jack Kolars

- No report

Commissioner James Stenson

- Personnel Committee will be meeting in the near future in regard to candidates for the County Administrator position.

Commissioner David Haack

- Library Board meeting coming up in October and briefly discussed the Library Minimum Maintenance of Effort

Commissioner Marie Dranttel

- Attended a Region Nine Meeting and an Extension Meeting

Upon a motion by Commissioner Haack and seconded by Kolars, it was moved to approve the expenses and per diems for the meetings noted above during the Commissioner reports and/or listed on the Claims Listing, and authorize payment of those expenses and per diems by the Auditor-Treasurer's Office. The motion carried unanimously.

At this time, the Board agreed to postpone the Budget meeting originally scheduled for tomorrow (September 26<sup>th</sup>) at 10:00 a.m. Information will be provided to the Board by Interim County Administrator Kennedy and a meeting will be scheduled at a later date.

Chair Beatty adjourned the meeting at 10:55 a.m. The motion carried unanimously.

# CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 8 -2013 SHELTER: Wheeler FEE: 80.00  
TYPE OF EVENT: Holy Rosary Picnic/Mass DATE VALID: 9-8-13 HOURS: 6:00am - 3:30pm

ORGANIZATION: Holy Rosary Picnic/Mass SIZE: 200-500  
APPLICANT NAME: Kurt Evans  
ADDRESS: 525 Grant Ave CITY: N. Mankato / parish  
ZIP: 56003 DAYTIME PHONE #: 340-4268-cell / 387-6501

TENTS: — ELECTRICITY: — ALCOHOL: —

AUDIO DEVICES:  P.A. System for Mass from  
Amplified music or band requires Council approval  
+ church music 9-11:30 am

If keg beer, a \$250 deposit and \$25 fee are required.

OTHER: \_\_\_\_\_

PERMIT APPROVED: \_\_\_\_\_ DATE: 9-7-12  
PERMIT DENIED: \_\_\_\_\_  
REFER TO COUNCIL:  Nancy Dush  
City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

### PROHIBITED

- \* Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- \* Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- \* Glass containers.
- \* Bonfires.
- \* Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- \* Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

### ALLOWED

- \* Personal grills may be brought in.
- \* Keg beer is allowed only with a permit.
- \* Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- \* Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- \* Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. **If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.**

SIGNED: Kurt Evans 9-7-12  
Applicant Date

For Office Use Only	Receipt # <u>102154</u>	Book	Park	Police
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# CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 3 -2013 SHELTER: Wheeler FEE: 80.00  
TYPE OF EVENT: Family Picnic DATE VALID: 7-21-12 HOURS: 10am-10pm

ORGANIZATION: Mankato Eagles Club SIZE: 200  
APPLICANT NAME: Scott Skelly  
ADDRESS: 708 N. Riverfront Dr. CITY: Mkto  
ZIP: 56001 DAYTIME PHONE #: 381-2407 / 625-9701

TENTS:  ELECTRICITY:  ALCOHOL: 3 kegs  
If keg beer, a \$250 deposit and \$25 fee are required. - collected.  
AUDIO DEVICES: -  
Amplified music or band requires Council approval

OTHER: bring grill for hamburgers, brats - serve in shelter

PERMIT APPROVED: \_\_\_\_\_ DATE: 8-14-12  
PERMIT DENIED: \_\_\_\_\_  
REFER TO COUNCIL:  Mary Dehn  
City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

### PROHIBITED

- \* Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- \* Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- \* Glass containers.
- \* Bonfires.
- \* Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- \* Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

### ALLOWED

- \* Personal grills may be brought in.
- \* Keg beer is allowed only with a permit.
- \* Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- \* Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- \* Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. **If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.**

SIGNED: Scott Skelly 8-7-12  
Applicant Date

For Office Use Only	Receipt # _____	Book _____	Park _____	Police _____
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# CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 9 -2013 SHELTER: SLP # 1 FEE: 80.00

TYPE OF EVENT: Family Picnic DATE VALID: 7-28-13 HOURS: 10:30am - 3:30pm

ORGANIZATION: Catholic Order of Foresters SIZE: 80

APPLICANT NAME: Dennis Huettl

ADDRESS: 412 Tyler Ave CITY: N. Mankato

ZIP: 56003 DAYTIME PHONE #: 387-8156

TENTS: — ELECTRICITY: — ALCOHOL: —

If keg beer, a \$250 deposit and \$25 fee are required.

AUDIO DEVICES: \_\_\_\_\_

Amplified music or band requires Council approval

OTHER: PA system for bingo - no music - only one speaker

PERMIT APPROVED: \_\_\_\_\_

DATE: 9-13-12

PERMIT DENIED: \_\_\_\_\_

REFER TO COUNCIL: \_\_\_\_\_

Nancy Gehrke - kj  
City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

### PROHIBITED

- \* Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- \* Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- \* Glass containers.
- \* Bonfires.
- \* Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- \* Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

### ALLOWED

- \* Personal grills may be brought in.
- \* Keg beer is allowed only with a permit.
- \* Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- \* Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- \* Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. **If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.**

SIGNED: Dennis Huettl 9-13-2012  
Applicant Date

For Office Use Only

Receipt # \_\_\_\_\_ Book \_\_\_\_\_ Park \_\_\_\_\_ Police \_\_\_\_\_

**CITY OF NORTH MANKATO PARK PERMIT**

This permit does reserve space in a City Park.

PERMIT #: 96 -2012 SHELTER: CTS/Marigold Bldg. FEE: N/C

TYPE OF EVENT: Customer Apprec. DATE VALID: 10-11-12 HOURS: 4:00 - 7:00 pm

ORGANIZATION: CTS SIZE: 100  
APPLICANT NAME: Van Mandy vandy@charter.net  
ADDRESS: 200 Belgrade CITY: N. MANKATO  
ZIP: \_\_\_\_\_ DAYTIME PHONE #: 388-3880

TENTS: NO ELECTRICITY: \_\_\_\_\_ ALCOHOL: keg

If keg beer, a \$250 deposit and \$25 fee are required.  
AUDIO DEVICES: band 5-7pm  
Amplified music or band requires Council approval

OTHER: \_\_\_\_\_

PERMIT APPROVED: \_\_\_\_\_ DATE: 9-20-12  
PERMIT DENIED: \_\_\_\_\_  
REFER TO COUNCIL:  \_\_\_\_\_  
City Clerk Nancy Dehrh

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

**PROHIBITED**

- \* Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- \* Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- \* Glass containers.
- \* Bonfires.
- \* Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- \* Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

**ALLOWED**

- \* Personal grills may be brought in.
- \* Keg beer is allowed only with a permit.
- \* Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- \* Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- \* Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

SIGNED: Van Mandy 9-20-12 \*  
Applicant Date

For Office Use Only	Receipt # _____	Book _____	Park _____	Police _____
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CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 98 -2012 SHELTER: St. Paul's Lutheran Church FEE: outside if weather permits

TYPE OF EVENT: Fall Festival DATE VALID: 10-26-12 HOURS: 3-8 pm

ORGANIZATION: St. Paul's Lutheran Church SIZE: 300

APPLICANT NAME: \_\_\_\_\_

ADDRESS: 304 Monroe Ave. CITY: N MANKATO

ZIP: \_\_\_\_\_ DAYTIME PHONE #: 345-7049

TENTS: \_\_\_\_\_ ELECTRICITY: \_\_\_\_\_ ALCOHOL: \_\_\_\_\_

AUDIO DEVICES: Yes Small Bluegrass band  
If keg beer, a \$250 deposit and \$25 fee are required.  
Amplified music or band requires Council approval

OTHER: Would like to block off Monroe from Range St. to end of Church bldg.

PERMIT APPROVED: \_\_\_\_\_ DATE: 9-25-12

PERMIT DENIED: \_\_\_\_\_

REFER TO COUNCIL: ✓ Nancy Behrke by VS  
City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

**PROHIBITED**

- \* Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- \* Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- \* Glass containers.
- \* Bonfires.
- \* Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- \* Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

**ALLOWED**

- \* Personal grills may be brought in.
- \* Keg beer is allowed only with a permit.
- \* Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- \* Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- \* Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

SIGNED: [Signature] Date: 9/25/12  
Applicant Date

For Office Use Only	Receipt #	Book	Park	Police
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RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS

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 are approved as follows:

<b>Donor of Gift</b>	<b>Restriction on Gift</b>	<b>Amount</b>
Carolyn A. Fox	Library – Book Club Bag	\$20.00
Gail L. Heaberlin	Library – E-books; Dave Giersdorf Memorial	\$600.00
Marjorie J. Slingsby	Library – E-books; Dave Giersdorf Memorial	\$100.00
Michele K. Nydegger	Library – E-books; Dave Giersdorf Memorial	\$50.00
Jack G. Halvorson	Library – E-books; Dave Giersdorf Memorial	\$25.00
Thomas E. Dunlop	Library – E-books; Dave Giersdorf Memorial	\$20.00
Elizabeth K. Ruiz	Library – E-books; Dave Giersdorf Memorial	\$10.00
Susan K. Beenken	Library – E-books; Dave Giersdorf Memorial	\$20.00
Leslie K. Starr	Library – E-books; Dave Giersdorf Memorial	\$45.00
Patrice Johnson	Library – Book Club Bag	\$25.00
Jo Marie Robbins	Library - Audiobooks	\$50.00

Adopted by the City Council this 1st day of October 2012.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO



## REQUEST FOR COUNCIL ACTION

Agenda Item #12A	Department: Int. City Admin.	Council Meeting Date: 10/1/12
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**TITLE OF ISSUE: Lighting Agreement between the City of North Mankato and Mankato United Soccer Club**

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** As part of the Caswell North soccer field development, the Mankato United Soccer Club wishes to add lighting to the championship field at their own expense. The soccer club had planned to enter into a lease purchase with Musco Lighting for the purchase. However, Musco requires that lease purchase agreements are coordinated with local governments or school districts. As the City is a member of U.S. Communities Cooperative Purchase Organization, we have the ability to enter into such agreement on behalf of the soccer club. Attached is an agreement between the soccer club and the City whereby the soccer club will reimburse the City in full for the lighting project estimated at \$106,000. Also attached is a lease purchase proposal between the City and Musco Finance including the terms of the financing.

*If additional space is required, attach a separate sheet*

**REQUESTED COUNCIL ACTION: Approve agreement**

**For Clerk's Use:**

Motion By: \_\_\_\_\_  
 Second By: \_\_\_\_\_

Vote Record:

	Aye	Nay	
_____	_____	_____	Schindle
_____	_____	_____	Freyberg
_____	_____	_____	Steiner
_____	_____	_____	Norland
_____	_____	_____	Dehen

**SUPPORTING DOCUMENTS ATTACHED**

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify)		Lighting Agreement		
		Lease Purchase Proposal		
_____				
_____				
_____				

<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: _____

LIGHTING AGREEMENT  
BETWEEN THE CITY OF NORTH MANKATO  
AND MANKATO UNITED SOCCER CLUB

NOW COMES FORTH, City of North Mankato, hereinafter referred to as “City” and Mankato United Soccer Club, hereinafter referred to as “Club” who make the following agreement.

RECITALS

1. City has agreed to construct several soccer fields on property known as Caswell Park North in the City of North Mankato, Minnesota.
2. Club has agreed to make donations and pay for a portion of the development of the soccer fields and all of the lighting of the Championship soccer field.
3. City is a member of U.S. Communities Cooperative Purchase organization and as such has received a proposal for Lease/Purchase of a lighting system.
4. The parties wish to reduce to writing their agreement regarding the above.
5. City shall enter into a Lease Purchase Agreement as set forth in the proposal received from Musco Finance, LLC (see attached Exhibit “A”). The City shall elect the seven (7) year Lease/Purchase arrangement. Yearly payments shall be in the amount of \$ 18,015.94.
6. Club agrees to donate to City an amount equal to the yearly payment due to Musco Finance, LLC no later than thirty (30) days prior to the due date of such yearly payment. The obligation of Club shall continue for the duration of the Lease/Purchase Agreement between City and Musco Finance, LLC.
7. City will be the sole owner of the lighting system constructed on property owned by City.

8. Any amendments to this agreement must be in writing signed by both parties.

Dated: \_\_\_\_\_

CITY OF NORTH MANKATO

BY: \_\_\_\_\_

ITS: Mayor

Dated: \_\_\_\_\_

MANKATO UNITED SOCCER  
CLUB

BY: \_\_\_\_\_

ITS: \_\_\_\_\_



Musco Finance, LLC  
 100 1<sup>st</sup> Avenue West  
 Oskaloosa, IA 52577  
 Phone: 800-825-6020  
 Fax: 641-673-6360

## Lease Purchase Proposal

Customer Name: City of North Mankato	Date: September 19, 2012
City, State Mankato, MN	Sales Rep: Craig Gallop
Project Name: North Mankato Caswell Soccer	Project # 154850

Estimated Project Cost	\$106,000.00
Down-payment (Due with Order)	\$ .00
Total Amount Financed	\$106,000.00
Term of Contract (Years)	7
Interest Rate (Annual)	4.45%
Payments per Year	1
Payment Amount	\$18,015.94
Number of Payments	7

- At the end of the term, clear title passes with the completion of payments.
- Amount does not include sales tax. Proof of exemption is required.
- \$500.00 documentation fee due at lease signing.
- Proposal assumes first payment is due one year from contract date.

**The interest rate quoted is based on current market rates and will be adjusted when the lease closes. The lease must qualify for "Federal Income Tax Exempt" status for the Lessor as defined by Section 265(b)(3)(B) of the Internal Revenue Code of 1986\*.**

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include three years audited financial statements, current year's budget, and most current quarter interim profit and loss statement. Additional information may be requested.

\*Lessee must certify that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations during the calendar year in which the Lease is executed. The interest rate may vary if this is not the case.

To: City of North Mankato  
 1001 Belgrade Ave  
 NORTH MANKATO MN 56003-3502  
 Attn: Nancy Gehrke

Date: 09/13/2012  
 Proj Name:  
 GB Quote #: 216236887

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
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**GRAYBAR ELECTRIC COMPANY, INC.  
 TERMS AND CONDITIONS OF SALE:**

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

**Signed:** \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
 Unless noted the estimated ship date will be determined at the time of order placement.



7601 SETZLER PARKWAY NORTH  
 BROOKLYN PARK MN 55445-1883  
 Phone: 763 / 898-5750  
 Fax: 763 / 898-5799

To: City of North Mankato  
 1001 Belgrade Ave  
 NORTH MANKATO MN 56003-3502  
 Attn: Nancy Gehrke  
 Phone: 507-625-4141  
 Fax: 507-625-4525  
 Email: alison.dehmer@graybar.com

Date: 09/13/2012  
**Proj Name:**  
**GB Quote #:** 216236887  
 Valid From: 09/13/2012  
 Valid To: 10/13/2012  
 Contact: ALISON DEHMER  
 Email: alison.dehmer@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
200	1 EA	MUSCO SPORTS	MUSCO SPORTS	LIGHTING	\$77,365.00	1	\$77,365.00

\*\*\*Item Note:\*\*\* Scope:  
 Supply (4) 70' Musco Light-Structures consisting of pre-stressed concrete base, 70' galvanized steel pole, remote electrical components, pole wire harness, and pole top luminaire assembly with (32) 1500 watt metal halide fixtures. Lighting also includes Control-Link wireless control system, contactor cabinet, 25 year warranty (parts, labor, and lamps), and (1) group re-lamp at the 5,000 hour rated lamp life. Cost includes delivery and certified concrete base design.

Total in USD (Tax not included): \$77,365.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #12B	Department: Int. City Admin.	Council Meeting Date: 10/1/12
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**TITLE OF ISSUE: Update on Municipal Building HVAC**

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** Due to the age and condition of the HVAC unit at the Municipal Building, no further repairs can be made to provide heat to the administration side of the building. The estimated cost of a new HVAC system for the entire building is \$98,300. In an attempt to phase in the purchase of the needed system, staff has obtained estimates from Schwickerts. In summary, at an estimated cost of \$65,200, heat could be provided to the administration side and the Council Chambers in 2012. In 2013, at an estimated cost of \$42,480, a cooling system for the entire building could be installed. Attached are the estimates obtained by staff. It should be known that the heating unit for the finance side of the building and the downstairs is adequate.

*If additional space is required, attach a separate sheet*

**REQUESTED COUNCIL ACTION: Approve purchase of HVAC system for Municipal Building**

**For Clerk's Use:**

Motion By: \_\_\_\_\_  
 Second By: \_\_\_\_\_

Vote Record:

	Aye	Nay	
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	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)		Estimate for HVAC Replacement		
_____				
_____				
_____				

<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: _____



Date: July 12, 2012

Proposal #120719

To: City of North Mankato

Attn: Bruce Royer

Re : City Hall, HVAC Replacement.

SCHWICKERT COMPANY, hereinafter referred to as "Contractor", proposes to furnish all labor and materials as described below, to complete the following project according to specifications, City of North Mankato, hereinafter referred to as "Owner".

#### Scope of Work and Clarifications

##### Included:

- One new Carrier rooftop unit to serve main floor offices and commons area with a Trane Tracker Zone Controls.
- One new gas fired high efficient furnace with AC unit, two new Mitsubishi ductless split systems high wall mounted, one new air to air heat exchanger to serve the council chambers.
- Removal of existing unit and related ductwork.
- Related roofing.
- Ductwork modifications.
- Gas piping.
- Venting.
- Ceiling removal and re-install.(20ft x 20ft area)
- Some work on the interior offices figured at night shift rates.

##### Exclusions:

- City Permit.
- Electrical power and control wiring.
- Rooftop Unit screening.

**Contract Price: \$98,300.00**

**Rental of Temp Cool units, 5-tons portable \$2,450.00 each,  
includes delivery & pick-up. Electrical hard wire hook-up by Others.**

**PRE-LIEN NOTICE OF PRIME CONTRACTOR**

“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

**TERMS:** Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice, whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law, on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days.

Included herewith in addition to this Proposal/Contract are Schwickert Terms and Conditions. These Terms and Conditions to the proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

**RECEIPT**

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

SUBMITTED BY  
SCHWICKERT COMPANY



ACCEPTED BY  
OWNER

---



Date: September 24, 2012

Proposal #120925

To: City of North Mankato

Attn: Bruce Royer

Re : City Hall, HVAC Replacement, Heating Only.

SCHWICKERT COMPANY, hereinafter referred to as "Contractor", proposes to furnish all labor and materials as described below, to complete the following project according to specifications, City of North Mankato, hereinafter referred to as "Owner".

### Scope of Work and Clarifications

#### Included:

- One new Carrier rooftop unit to serve main floor offices and commons area.
- One new gas fired high efficient furnace, one new air to air heat exchanger to serve the Council Chambers.
- Removal of existing unit and related ductwork.
- Related roofing.
- Ductwork modifications.
- Gas piping.
- Venting.
- Ceiling removal and re-install.(20ft x 20ft area)
- Some work on the interior offices figured at night shift rates.

#### Exclusions:

- City Permit.
- Electrical power and control wiring.
- Rooftop Unit screening.
- Trane Tracker Zone Controls.
- AC unit, for the new furnace and two new Mitsubishi ductless split systems high wall mounted, to serve the council chambers.

**Contract Price: \$65,200.00**

**Rental of Temp Heat unit \$2,450.00**  
**includes delivery & pick-up. Electrical hard wire hook-up by Others.**

PRE-LIEN NOTICE OF PRIME CONTRACTOR

“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice, whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law, on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days.

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RECEIPT

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

SUBMITTED BY  
SCHWICKERT COMPANY



ACCEPTED BY  
OWNER

\_\_\_\_\_



Date: September 24, 2012

Proposal #120926

To: City of North Mankato

Attn: Bruce Royer

Re : City Hall, HVAC Replacement, Cooling and Trane Zone Controls.

SCHWICKERT COMPANY, hereinafter referred to as "Contractor", proposes to furnish all labor and materials as described below, to complete the following project according to specifications, City of North Mankato, hereinafter referred to as "Owner".

**Scope of Work and Clarifications**

**Included:**

- Trane Tracker Zone Controls.
- One new AC unit for the new furnace, two new Mitsubishi ductless split systems high wall mounted, to serve the council chambers.
- Ductwork modifications.
- Refrigeration piping.
- Ceiling removal and re-install.(20ft x 20ft area)
- Some work on the interior offices figured at night shift rates.
- Crane and rigging.

**Exclusions:**

- City Permit.
- Electrical power and control wiring.
- Rooftop Unit screening.

**Contract Price: (Subject to Change, do to Time Lag, 2013) \$42,480.00**

**Rental of Temp Cool units, 5-tons portable (if required) \$2,450.00 each,  
includes delivery & pick-up. Electrical hard wire hook-up by Others.**

PRE-LIEN NOTICE OF PRIME CONTRACTOR

“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

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TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice, whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law, on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days.

Included herewith in addition to this Proposal/Contract are Schwickert Terms and Conditions. These Terms and Conditions to the proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

RECEIPT

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

SUBMITTED BY  
SCHWICKERT COMPANY



ACCEPTED BY  
OWNER

\_\_\_\_\_



**NOTICE OF HEARING ON  
UTILITY EASEMENTS VACATION  
NORTHPORT NO. 14**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, October 15, 2012, commencing at 7:00 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider the vacation of the following described utility easements vacation in Northport No. 14:

The West 10 feet of Lot 1, Block 1, Northport No. 14, except the Southerly 20 feet.

The East 10 feet of Lot 1, Block 1, Northport No. 14, except the Southerly 20 feet.

The Northerly 10 feet of Lot 1, Block 1, Northport No. 14.

The East 10 feet parallel to the west property line of Lot 1, Block 1, Northport No. 14, except the Southerly 20 feet.

The West 10 feet parallel to the east property line of Lot 1, Block 1, Northport No. 14, except the Southerly 20 feet.

The Northerly 10 feet parallel to the northerly property line of Lot 1, Block 1, Northport No. 14.

Dated this 27<sup>th</sup> day of September, 2012.

Nancy Gehrke, CMC  
City Clerk  
City of North Mankato, Minnesota







Date: 9/21/12

CITY OF NORTH MANKATO  
Training and Travel Request

Department: Administration

Names: Nancy Gehrke and Lynette Peterson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Personnel Attending: 2

Event: MCFOA Region V Training Session

Dates: Friday, October 12, 2012

Location: Winnebago, MN

Required Training for Certification/License:  Yes  No

What Certification/License is this training required for? \_\_\_\_\_

Election Training Included.

Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## MCFOA Region V Training Session

Friday, October 12, 2012

Cost - \$25 payable to MCFOA Region V

Winnebago Municipal Center

140 Main Street South

Winnebago, MN 56098



9:30 a.m. **Registration & Refreshments**

9:50 a.m. **Welcome by City Administrator, Austin Bless**



10:00 a.m. **Session 1: Impact of Voter Photo ID Requirements on Conducts of Elections by Cities—*Mark Ritchie, Minnesota Secretary of State***

Mr. Ritchie will provide information and respond to questions about the impact on cities of the changes in election administration that are anticipated if the proposed constitutional amendment to require voter photo identification is approved.



11:00 a.m. **Session 2: Navigating the 429 Improvement Process—*Shannon Sweeney, David Drown Associates***

Mr. Sweeney, a financial advisor with David Drown Associates, Inc., will provide an overview of the M.S. 429 improvement process and recent trends regarding its implementation. Discussion will focus on common mistakes, problems with special assessment policies, and the benefits of holding a special assessment hearing early in the process.

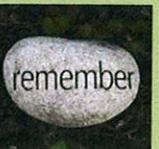


12: 00 Noon **Lunch**



1:00 p.m. **Session 3: Grant Funds—*Jake Saulsbury, Bolton & Menk, Incorporated***

Mr. Saulsbury will give an overview of the many grant programs that are available to complete projects. Items that will be discussed include the Public Facilities Authority (PFA) process, the new Clean Water Legacy Funds, and more.



2:00 p.m. **Adjourn**

Don't forget to RSVP to [assistant@winsted.mn.us](mailto:assistant@winsted.mn.us) by *Friday, October 5, 2012* if you plan on attending. Because the food provider must plan on the number of RSVPs received, any cancellations after Wednesday, October 10<sup>th</sup> will be charged the full registration fee. If you have any questions, please contact Deb Boelter or Raquel Kirchoff at 320-485-2366.

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #13A	Department: City Clerk	Council Meeting Date: 10/1/12
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**TITLE OF ISSUE: Res. Appointing Election Judges for General Election**

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** As part of the election process it is necessary to appoint election judges prior to serving at the election. This resolution is appointing election judges for the general election that will be held Tuesday, November 6, 2012.

If additional space is required, attach a separate sheet

**REQUESTED COUNCIL ACTION: Adopt resolution**

**For Clerk's Use:**

Motion By: \_\_\_\_\_  
 Second By: \_\_\_\_\_

Vote Record:

	Aye	Nay	
_____	_____	_____	Schindle
_____	_____	_____	Freyberg
_____	_____	_____	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) _____				
_____				
_____				
_____				

<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: _____

RESOLUTION NO.

RESOLUTION APPOINTING ELECTION JUDGES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following individuals are hereby appointed to serve as election judges for the General Election on November 6, 2012:

Dorothy Anderson	Bridgette Kennedy	Ronald Schmidt
Heather Anderson	Lorraine Klaseus	Nancy Schriber
Judy Anderson	Susan Klute	Carol Schultz
Bernie Bastian	Carolyn Lovik	Roy Schultz
Carol Boruff	Roger Lovik	Claude Seigler
Betty Dorn	Barbara Luker	Bonnie Shult
Chris Ehrke	Norman Madson	Kimberly Smith
Marcella Eilders	Sid McGee	Michael Smith
Karen Etzell	Theresa McGee	Michelle Smith
Michael Fischer	Bob Meyer	Ramona Steele
Nancy Gehrke	Betty Michels	Kari Stein
Michele Goetti	Jim Middleton	Marlys Sturm
William Halstead	Mark Midler	Dave Sullivan
James Hirvela	Kathy Mork	Pat Sullivan
Patty Hooey	Steve Mork	Clara Thorne
Alice Hooge	Michelle Mundell	Vicki Trudeau
David Hudson	Helen Neir	Byron Tungsvik
Cher Joel	Mary Nere	Anthony Ulmen
Christine Johnson	Dorothy Norland	Bob Wegscheid
Jan Johnson	Lynette Peterson	Margaret Westphal
Jean Johnson	Renae Rolle	Wanda Wiederich
Lowell Johnson	Travis Rosin	Rose Wilson
Sally Kassuelke	Deb Salzwedel	Gary Zellmer
Cindy Kaufman	Elaine Schilling	Renee Ziebarth
Jan Kemp	Melanie Schmidt	Zachary Zoet

Adopted by the City Council this 1<sup>st</sup> day of October, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO



## REQUEST FOR COUNCIL ACTION

Agenda Item #13B	Department: City Clerk	Council Meeting Date: 10/1/12
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**TITLE OF ISSUE:** Application for On-Sale Intoxicating Liquor, Sunday Liquor and Soft Drink Licenses, SBK Corp. dba Taj Mahal Indian Cuisine, 1802 Commerce Drive

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** Attached are applications for on-sale intoxicating liquor, Sunday liquor and soft drink licenses for SBK Corp. dba Taj Mahal Indian Cuisine located at 1802 Commerce Drive. The Police Chief has approved the application and recommends approval of the licenses. Insurance is in place and they plan to open on October 2, 2012. Liquor will be added once approved by the Minnesota Department of Public Safety.

*If additional space is required, attach a separate sheet*

**REQUESTED COUNCIL ACTION:** Approve licenses

<p><b>For Clerk's Use:</b></p> <p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record:</p> <table style="width:100%; border: none;"> <tr> <td style="width:15%;"></td> <td style="width:15%; text-align: center;">Aye</td> <td style="width:15%; text-align: center;">Nay</td> <td style="width:55%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">Schindle</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">Dehen</td> </tr> </table>		Aye	Nay			_____	_____	Schindle		_____	_____	Freyberg		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	<p style="text-align: center;"><b>SUPPORTING DOCUMENTS ATTACHED</b></p> <table style="width:100%; border: none;"> <tr> <td style="width:20%;">Resolution</td> <td style="width:20%;">Ordinance</td> <td style="width:20%;">Contract</td> <td style="width:20%;">Minutes</td> <td style="width:20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2">Other (specify)</td> <td colspan="3">License applications</td> </tr> <tr> <td colspan="5">_____</td> </tr> <tr> <td colspan="5">_____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	Other (specify)		License applications			_____					_____					_____								
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<p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting</p>	<p><input type="checkbox"/> Refer to: _____</p> <p><input type="checkbox"/> Table until: _____</p> <p><input type="checkbox"/> Other: _____</p>
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**CITY OF NORTH MANKATO  
APPLICATION FOR NEW LICENSES**

Following are the license fees for City licenses for the period January 1, 2012, through December 31, 2012. Please complete this form, sign it, and return it as soon as possible, along with the appropriate license fee payable to the City of North Mankato.

RETURN TO: City Clerk/City of North Mankato  
P.O. Box 2055  
North Mankato, MN 56002-2055

\$ 500 Investigation

— On-Sale Intoxicating Liquor	\$3,750 — <u>937.50</u>	\$ <u>937.50</u>
— Sunday On-Sale Liquor	220	\$ <u>220.00</u>
Off-Sale Intoxicating Liquor	220	\$ _____
On-Sale Intoxicating Liquor (Club)	330	\$ _____
Wine	275	\$ _____
Cabaret (only with on-sale)	375	\$ _____
Business Set-Up	330	\$ _____
3.2 Beer Off-Sale	35	\$ _____
3.2 Beer On-Sale	275	\$ _____
Cigarette	150	\$ _____
— Soft Drink	25	\$ <u>25.00</u>
Mechanical Amusement Device	20/site & 20/each machine	\$ _____
Taxicab	20 /vehicle	\$ _____
Mobile Home	60	\$ _____
Refuse Hauler	35 /first truck	\$ _____
	25 /each addl. truck	\$ _____
	<b>TOTAL:</b>	\$ <u>1182.50</u>

+ \$500 invest. fee

I, the undersigned, hereby stipulate that I will maintain the required worker's compensation insurance and if necessary, liquor liability insurance, throughout the licensing period.

Swaran Singh  
Applicant's Signature

TAJ MAHAL INDIAN CUISINE  
Business Name

\_\_\_\_\_  
Social Security Number  
1909 GREAT OAKS DR BUANSVILLE MN 55331

\_\_\_\_\_  
Minnesota Tax I.D. #

\_\_\_\_\_  
Applicant's Address  
09-24-12

\_\_\_\_\_  
Federal Tax I.D. #  
1302 COMMERCE DRIVE NORTH MANKATO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address MN 56003

APPLICATION FOR LICENSE  
CITY OF NORTH MANKATO

TYPE OF LICENSE:

Application Fee:

BUSINESS NAME: <u>TAJ MAHAL INDIAN CUISINE</u>
BUSINESS ADDRESS: <u>1802 COMMENCE DRIVE NORTH MANKATO MN 56003</u>
MINNESOTA TAX I.D. # _____ FEDERAL TAX I.D. # _____

Applicant's Name: <sup>Swaran</sup> ~~SANJANA~~ SINGH  
(Include full middle name)

Applicant's Social Security #: \_\_\_\_\_ Citizenship Status: Permarket

Applicant's Present Address: 1909 Great OAKS DR  
BURNSVILLE MD. 55337

Length of time at this address: 6 month.

Applicant's Occupation: Metal work

Applicant's Place of Employment: PENINSULA METAL FABRICATION

Length of time so engaged: 2 years.

Applicant's addresses and occupations for the three (3) years prior to the date of application  
(if different from above):

4869 RUE CALAIS  
SANJOSE CA 95136

Has applicant ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense:

NO

List four (4) character references if applicant has not resided in the City for two (2) years prior to the date of application:

\_\_\_\_\_

References continued ---

HARDEEP SINGH	952-255-9129
MALINDER JIT SINGH	952-358-0270
SANDEEP KAUR	952-955-6371

I, the applicant, understand that it is unlawful to intentionally make a false statement or omission upon this application form. Further, I understand that any false statement in such application, or any willful omission to state any information called for on such application form, shall, upon discovery of such falsehood, work an automatic refusal of license, or if already issued, shall render any license or permit issued pursuant thereto, void, and of no effect to protect me from prosecution for violation of Chapter 6, or any part hereto, of the City Code for the City of North Mankato.

Swaran Singh  
Signature of Applicant

\_\_\_\_\_  
Date of Birth  
09-24-12  
Date of Signing

Subscribed and sworn to before me this  
24th day of September, 2012

Nancy Duhon  
City Clerk

-----  
OFFICE USE If needed:

POLICE approved  not approved \_\_\_ Date: 09-24-2012

COUNCIL ACTION approved \_\_\_ not approved \_\_\_ Date: \_\_\_\_\_

Application Fee paid on: 9/24/12 1 pd @ 500 investigative fee

License Issued on: \_\_\_\_\_



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

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

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

Name of City or County Issuing Liquor License North Mankato, License Period From: 10/1/12 To: 12/31/12  
 Circle One: New License License Transfer \_\_\_\_\_ Suspension \_\_\_\_\_ Revocation \_\_\_\_\_ Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale  
 Fee(s): On Sale License fee: \$ 937.50 Sunday License fee: \$ 220.00 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_  
 Licensee Name: SBK Corp DOB \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Business Trade Name Taj Mahal Indian Cuisine Business Address 1802 Commerce Dr City NORTH MANKATO  
 Zip Code 56003 County \_\_\_\_\_ Business Phone \_\_\_\_\_ Home Phone 952-255-9129  
 Home Address 1909 Great Oaks Dr City BURNSVILLE MN Licensee's MN Tax ID # \_\_\_\_\_  
(To Apply call 651-296-6181)  
 Licensee's Federal Tax ID # \_\_\_\_\_  
(To apply call IRS 800-829-4933)

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

<u>SUKHDEO SINGH</u>	DOB _____	Social Security # _____	Home Address <u>1909 Great Oaks Dr</u>
<u>SWARAN SINGH</u>	DOB _____	Social Security # _____	Home Address <u>BURNSVILLE MN 55337</u>
<u>N/A</u>	DOB _____	Social Security # _____	Home Address _____
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

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

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

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

Workers Compensation Insurance is also required by all licensees: Please complete the following:  
 Workers Compensation Insurance Company Name: \_\_\_\_\_ Policy # \_\_\_\_\_

I certify that this license(s) has been approved in an official meeting by the governing body of the city or county.  
 City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

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



DEPARTMENT OF PUBLIC SAFETY  
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION  
444 Cedar Street Suite 222  
St. Paul, MN 55101-5133  
Phone (651) 201-7507 TDD (651) 282-6555  
Fax (651) 297-5259

Print Form

CARD NUMBER  
  
(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE  
PLEASE RETURN THIS APPLICATION WITH FEE \$20.00

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) <i>SBK CORP</i>		BUSINESS NAME (DBA) <i>TAJ MAHAL INDIAN CUISINE</i>	
BUSINESS ADDRESS <i>1802 COMMERCE DR</i>		COUNTY <i>NI</i>	BUSINESS PHONE <i>507-385-1802</i>
CITY, STATE, ZIP CODE <i>NORTH MANKATO, MN 56003</i>		AUTHORIZED SIGNATURE <i>Swaran Singh</i>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
9/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>HAINES INSURANCE</b> PO Box 740 408 South Monroe Mason City, IA 50402	CONTACT NAME: PHONE (A/C, No., Ext): <b>(641) 423-9000</b>	FAX (A/C, No.): <b>(641) 423-9212</b>
	E-MAIL ADDRESS: <b>hainsins@mchsi.com</b>	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: <b>Midwest Family Mutual</b>		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **Taj Mahal Indian Cuisine**  
**SBK Corp DBA**  
**1802 Commerce Drive**  
**North Mankato, MN 56002**

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, date to be under DESCRIPTION OF OPERATIONS below			<b>New Issue</b>	<b>9/24/12</b>	<b>9/24/13</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

**City of North Mankato**  
**PO Box 2055**  
**North Mankato MN 56002-2055**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

**A valid workers' compensation policy must be kept in effect at all times by employers as required by law.**

BUSINESS NAME (Individual name only if no company name used) <i>TAJ MAHAL INDIAN CUISINE</i>	LICENSE OR PERMIT NO (if applicable)
DBA (doing business as name) (if applicable)	

BUSINESS ADDRESS (PO Box must include street address) <i>1802 COMMERCE DR</i>	CITY <i>NORTH MANKATO</i>	STATE <i>MN</i>	ZIP CODE <i>56003</i>
--	------------------------------	--------------------	--------------------------

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.**

### NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent) <i>Midwest Family Mutual</i>		
WORKERS' COMPENSATION INSURANCE POLICY NO.	EFFECTIVE DATE <i>09-24-12</i>	EXPIRATION DATE <i>09-24-13</i>

### NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

I have attached a copy of the permit to self-insure.

### NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- I have no employees.
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: \_\_\_\_\_
- Other: \_\_\_\_\_

### ALL APPLICANTS COMPLETE THIS PORTION:

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

APPLICANT SIGNATURE (mandatory) <i>Swaran Singh</i>	TITLE <i>OWNER</i>	DATE <i>09-24-12</i>
--	-----------------------	-------------------------

**NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.**

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice TDD (651) 297-4198.

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #14A	Department: Finance Director	Council Meeting Date: 10/1/12
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**TITLE OF ISSUE: Request for Proposal for Refuse and Recycling Services**

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** The Refuse and Recycling contract between the City of North Mankato and Hansen Sanitation, Inc. term of agreement ends December 31, 2012. The City is requesting proposals from haulers for services over the next five years beginning January 1, 2013. Proposals must be submitted to North Mankato City Hall, 1001 Belgrade Avenue, North Mankato, MN 56003, no later than 5:00 p.m., November 13, 2012. This Request for Proposal (RFP) defines the service standards, specifications, and proposal requirements of the refuse and recycling collection program for the City of North Mankato, County of Nicollet, Minnesota. The City seeks to enter into a contract with a company that has the resources and ability to provide collection services for the City. The RFP does not obligate the City to accept a proposal. The City reserves the right to cancel this solicitation if it is considered to be in the City's best interest. The City reserves the right to reject any or all proposals or parts of proposals, or to accept part or all of the proposals on the basis of consideration other than the lowest cost.

The applicant who is awarded the license and contract shall be required to coordinate its activities with those of the present hauler to assure a successful transition of operations and services. The total number of residential dwelling units listed in our utility billing system, as of July 2012, is approximately 4,386, of which approximately 621 are seniors.

*If additional space is required, attach a separate sheet*

**REQUESTED COUNCIL ACTION: Approve issuance of Request for Proposal for Refuse and Recycling Services.**

**For Clerk's Use:**

Motion By: \_\_\_\_\_  
 Second By: \_\_\_\_\_

Vote Record:

	Aye	Nay	
_____			Schindle
_____			Freyberg
_____			Steiner
_____			Norland
_____			Dehen

**SUPPORTING DOCUMENTS ATTACHED**

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify)		RFP		
_____				
_____				
_____				

<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: _____



Request for Proposal

REFUSE AND RECYCLING  
COLLECTION SERVICES

October 2012

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

Clara Thorne, Finance Director  
Phone (507) 625-4141  
Fax (507) 625-4525  
[clarat@northmankato.com](mailto:clarat@northmankato.com)

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## REQUEST FOR PROPOSAL

### REFUSE AND RECYCLING COLLECTION SERVICES

The City of North Mankato is requesting proposals for the City's refuse and recyclable materials collection services. Any questions regarding the proposal should be directed to Finance Director Clara Thorne at (507) 625-4141 or [clarat@northmankato.com](mailto:clarat@northmankato.com).

Request for Proposals must be submitted to North Mankato City Hall, 1001 Belgrade Avenue, North Mankato, MN 56003, no later than 5:00 p.m., November 13, 2012.

#### INTRODUCTION

This Request for Proposal (RFP) defines the service standards, specifications, and proposal requirements of the refuse and recycling, collection program for the City of North Mankato, County of Nicollet, Minnesota. The City seeks to enter into a contract with a company that has the resources and ability to provide collection services for the City.

The City encourages Proposers to submit their best proposal possible. The requirements within this RFP may be altered by Proposers if proposals explicitly describe the change, rationale, and price implications. The services shall begin on or as close to January 1, 2013, as possible, and terminate at the will of the City on or by December 31, 2017.

The RFP does not obligate the City to accept a proposal. The City reserves the right to cancel this solicitation if it is considered to be in the City's best interest. The City reserves the right to reject any or all proposals or parts of proposals, or to accept part or all of the proposals on the basis of consideration other than the lowest cost.

The applicant who is awarded the contract shall be required to coordinate its activities with those of the present hauler to assure a successful transition of operations and services.

All collection services are from dwelling units as described elsewhere in this document at both curbside and alley locations.

The total number of residential dwelling units listed in our utility billing system, as of July 2012, is approximately 4,386, of which approximately 621 are seniors.

#### A. GENERAL DESCRIPTION OF SERVICE

1. The Contractor shall supply all equipment, labor, containers, and materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish and recyclable materials from all residential properties consisting of three or fewer dwelling units.
2. Refuse: A collection of solid waste program is imposed for each single-family dwelling, each two-family dwelling, each three-family dwelling, each townhouse and each condominium. Multi-unit dwellings may exercise the option to contract or otherwise obtain refuse services from the City. Contractor shall make collection at every residence within the corporate limits of the City of North Mankato at least once in each calendar week. Separate collection of all recyclable materials shall be collected as part of the weekly pick-up. All refuse shall be collected from City dwelling units and all City-owned sites including but not limited to City Hall, Fire Station, Library, Police Department, Public

Works Department, City parks, and City receptacles along the Central Business District. Households provide their own refuse container.

3. **Recyclable Materials:** A curbside recycling program is imposed for each single-family dwelling, each two-family dwelling, each three-family dwelling, each townhouse and each condominium. Multi-unit dwellings may exercise the option to contract or otherwise obtain recycling services from the City. Separate collection of all recyclable materials shall be collected as part of the weekly pick-up. The City requires that recyclable materials be in containers provided by the City for such recycling collection. Two Sort recycling is the preferred method. Recycling materials will be delivered to the Riverbend Recycling Center located at 610 Webster Avenue in North Mankato.
4. **Yard Waste:** Residents may deliver yard waste to the Riverbend Recycling Center at 610 Webster Avenue in North Mankato or to a compost site provided by the City. The City requires that yard waste be separated from other household refuse material for such purpose.

B. TERM OF CONTRACT

1. The City is seeking a proposal for contract that is five (5) years in duration, commencing January 1, 2013.
2. The City and Contractor may agree to extend the term of Contract for an unspecified period of time beyond the original termination date, upon such terms and conditions as the parties shall mutually agree.
3. The City may terminate the Contract on 30 days written notice to Contractor for failure of the Contractor to carry out and perform the work specified herein to the satisfaction of the City and the City reserves the unqualified right to make such determination.
4. The Contract shall terminate, and neither party nor the officers of the City shall be liable for further performance after the termination, if the Contract becomes invalid due to any present or future law other than an ordinance of the City.

C. DEFINITION OF TERMS

1. City. Means the City of North Mankato, Minnesota.
2. Collection Service. Collection Service is the process in collection and transportation of refuse and recyclables in the City at residential dwelling units and Community Wastes within the corporate limits of the City and the transportation to Minnesota Waste Processing Company, 1000 Summit Avenue, Mankato 56001 or other City designated facility.
3. Community Wastes. The refuse and recycling of the City of North Mankato. This means City-owned sites included but not limited to City Hall, City Parks, City receptacles in the Central Business District, Library, Fire Station, Police Department, and Public Works Department.

4. Contract. The legal agreement executed between the City and the Contractor. The Contract shall include, but not be limited to, this RFP document, RFP addenda, the successful proposal, and any written clarifications or modifications that would become part of the final Contract.
5. Contractor. The party or parties contracting to perform the work to be done under these specifications or to the legal representative of such party or parties. Contractor is the same thing as the Proposer.
6. Day-Certain Collection. Day-Certain Collection is a City approved plan for regular collection service by an established day-certain schedule. This schedule requires that a route shall be collected on the same day of each week and is based on a four (4) day, Tuesday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in Contract, occur.
7. Dwelling Unit. A residential dwelling unit is a detached dwelling with a kitchen in buildings up to three units per structure. For the purposes of this document, duplexes and triplexes shall be included as dwelling units.
8. Disposal. Any Municipal Solid Waste (MSW) removed from a North Mankato facility under this Contract shall be disposed of into the Minnesota Waste Processing Company located at 1000 Summit Avenue, Mankato, MN 56001.
9. Electronic Waste. Defined in Minnesota Statutes and covers such items as television and computer monitors, computers, computer peripheral devices/printers/modems, fax machines, DVD players, video cassette records, other video playing devices, other small appliances with an electric cord, etc.
10. Garbage. Garbage is organic waste, including discarded material resulting from the handling, processing, storage, preparation, serving, and consumption of food.
11. Hazardous/Toxic Waste. Hazardous and/or toxic waste includes materials as defined by the U.S. Environmental Protection Agency (U.S. EPA) and the Minnesota Pollution Control Agency (MPCA), such as liquid paint, motor oils, batteries, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes. Hazardous/toxic wastes require special handling and shall be disposed of in a manner as specified by Minnesota Statutes and Nicollet County ordinances and policies to protect the environment and ensure health and safety of the public and collection crew.
12. Major Appliances. Household appliances including items such as refrigerators, freezers, ranges and stoves, dishwashers, clothes washers and dryers, water heaters, trash compactors, conventional and microwave ovens, garbage disposals, residential furnaces, air conditioners and dehumidifiers.
13. Prohibited Waste. Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic, or otherwise harmful to the environment, collection crew safety, or resource recovery system as defined by State Statutes and/or County policies. Such prohibited waste items shall be itemized and explicitly excluded from the definition of regular trash collection service in the proposed Contract.

14. Recyclables. Recyclables are reusable or reprocessible materials approved and agreed to by the parties hereto. Recyclables may include such items as newsprint, corrugated and ledger paper, magazines, catalogues, junk mail, phone books, plastic containers with a neck, glass, tin cans, aluminum, and other metal goods. Recyclables specifically exclude refuse and compost.
15. Refuse. Refuse is putrescible and non-putrescible solid waste from residences including garbage and rubbish and specifically excluding compost, recyclables, and toxic and hazardous waste. Refuse further excludes industrial, commercial, agricultural, and construction garbage or rubbish and wastes.
16. Rubbish. Rubbish is inorganic solid waste, including ashes, consisting of combustible and noncombustible waste, such as wood, bedding, crockery, and other non-reusable waste. Rubbish also includes non-recyclable types of glass, cardboard, and metal cans.
17. Special Collection. Special on-call collection services as requested by residents to the Contractor for extra collection of bulky items. Bulky items include large, bulky household items that do not require special processing. May include items such as carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, windows/doors, and plumbing fixtures such as sinks, toilets, etc.
18. Unacceptable Waste. Unacceptable waste is non-hazardous waste that the landfill or disposal facility, under its policies, will not permit to be deposited in its facility.
19. Value-Added Service. A value-added service is a proposed service that is directly responsive to the base requirements in this RFP, but goes beyond the minimum specified services such that there is an added value to residents or the City in implementation/management/administration of the proposed Contract.
20. Walk-up Service. Service option offered by the Contractor to any customer for an extra fee payable directly to the Contractor. In subscribing to this service, the household chooses not to move collection service to the curb/alley for collection, but rather places it in such a way that the Contractor collects it from another area of the property (outside a building, unless a waiver is signed).
21. Yard Waste. All organic plant material that can be composted including leaves, grass clippings, soft garden waste, and brush and branches up to three (3) inches in diameter and four (4) feet in length provided they are bundled with twine or other compostable material. Yard waste also includes Christmas trees but does not include wreaths or other materials containing metal, ornaments, etc.
22. Yard Waste Collection. Residents may deliver yard waste to the Riverbend Recycling Center located at 610 Webster Avenue or to a compost site provided by the City and located at the end of Quincy Street behind the recycling Center.

D. REFUSE COLLECTION SERVICE

1. Description.

a. Refuse Collection Service shall include the collection of all household refuse from dwelling units in the City. This also includes all community waste.

b. Refuse collection service shall not include the collection of: bulky items; electronic waste; hazardous/toxic wastes; major appliances; prohibited waste; recyclables; unacceptable waste; yard waste; problem materials such as batteries, tires, construction material, motor oils, and paint in liquid form; white goods and CRT's; yard waste, limbs, brush, and other such items; animal waste and solid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities; earthen fill, boulders, rock, and other materials normally handled in construction operations; solids or dissolved material in domestic sewage or other significant pollutants in waste water effluent; dissolved materials in irrigation return flows, or other common water pollutants.

2. Containers. Containers must be placed in rust-resistant, water-tight, non-absorbent, washable containers with lids. Containers shall be properly covered at all times except when depositing solid waste therein or removing the contents thereof. The containers shall have handles, or other suitable lifting devices or attachments. Containers shall be of a type originally manufactured for residential solid waste. Galvanized metal containers, rubber, fiberglass or plastic containers which do not become brittle in cold weather may be used. Disposable solid waste containers may also be used subject to all applicable rules and regulations.

Dwelling units shall have their container located at the boulevard adjoining the curb for street collection on or before 6:00 a.m. on the designated day of collection. For alley collection, the container shall be placed on one side of the alley only.

Regular refuse service is limited to either two thirty (30) gallon covered containers or the equivalent in securely tied plastic bags per week. Containers can not be heavier than sixty (60) pounds. Senior citizen refuse service allows two (2) twenty (20) gallon containers or the equivalent in securely tied bags.

The Contractor must collect all refuse contained in approved containers. If the container is not an approved container, or exceeds sixty (60) pounds in weight, it may be tagged by the Contractor. Container tags will be provided by the city. The Contractor must continue to pick up refuse so contained for a period of two weeks after notification to the resident. If after two weeks the solid waste is still being set out in an unapproved container or in excess of the weight limit, the Contractor may discontinue service until the condition is corrected. The Contractor shall not be required to empty a container which weighs in excess of sixty (60) pounds. The Contractor and City acknowledge that with once per week solid waste service, the amount to be collected at any one residence will fluctuate from time-to-time. If there is an occasional additional container, the Contractor will collect the additional solid waste. The Contractor shall notify the City of any discontinuance of service.

The Contractor shall take reasonable care to prevent damage to residential containers during collection. The Contractor shall repair or provide sanitized replacements for containers. Requests for either replacement or repair of existing containers shall be handled within five business days after the request is received by the Contractor.

The Contractor will make available for sale to residential customers, sixty-five (65) and ninety (90) gallon refuse containers. Customers are to contact Contractor directly for the purchase of containers. There shall be no charge to the residents to remove a container (without replacement) from a property at any time during the Contract.

The Contractor shall furnish the Municipal Building of the City of North Mankato with a large metal box container for solid waste. This container must be emptied at least once per week.

3. Location. Dwelling units shall have their container located at the boulevard adjoining the curb for street collection on or before 6:00 a.m. on the designated day of collection. For alley collection, the container shall be placed on one side of the alley only. Occupant of dwelling shall place the refuse and recycling containers adjacent to a traveled street or alley not more than six (6) feet from the curb or edge of the road or alley.

The Contractor must empty the City-owned containers in the 200, 300, and 400 blocks of Belgrade Avenue that are or may be placed on or adjacent to the sidewalk for public use.

Contractor shall replace all non-disposable containers at the collection point, or on a rack if furnished, in an upright position with the cover placed on the container.

4. Frequency. Each dwelling unit shall have its refuse collected a minimum of once per week. Day-Certain Collection is a City approved plan for regular collection service by an established day-certain schedule. This schedule requires that a route shall be collected on the same day of each week and is based on a four (4) day, Tuesday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in Contract, occur.

#### E. RECYCLABLE COLLECTION SERVICE

1. Description. Recyclable Collection Service shall include the collection of all recyclables using a Two Sort system from all Residential Dwelling Units in the City of North Mankato. This includes all Community Waste/recycling.

The Contractor shall assure that all recyclable materials collected in the City are not landfilled or incinerated. Contractor shall separate all recyclables at curbside collection point using a Two Sort system (bottles and cans vs. paper and cardboard). The Contractor shall be responsible for any rejected loads at the recycling center. All material collected in the curbside recycling program will be delivered to the Riverbend Recycling Center located at 610 Webster Avenue in North Mankato.

The Contractor will leave education tags when materials set out for recycling are not recyclable or are improperly prepared. The Contractor will leave all non-recyclable or improperly prepared items in the recycling container. The Contractor will collect the

remaining materials. Education tags will be provided by the Contractor and approved by the City.

2. Containers. Residents shall be provided one eighteen (18) gallon container by the City. The City will establish a procedure for the replacement of any container lost, damaged or destroyed. The City will provide the Contractor with a copy of the written policy. The City reserves the right to make such changes in the style, size or number or recycling containers as the City may deem appropriate.
3. Location. Dwelling units shall have their container located at the boulevard adjoining the curb for street collection on or before 6:00 a.m. on the designated day of collection. For alley collection, the container shall be placed on one side of the alley not more than six (6) feet from the curb or edge of the alley.
4. Frequency. Recyclable Collection Service shall be provided for each dwelling unit a minimum of once per week. Day-Certain Collection is a City approved plan for regular collection service by an established day-certain schedule. This schedule requires that a route shall be collected on the same day of each week and is based on a four (4) day, Tuesday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in Contract, occur.
5. Education. The Contractor shall provide at its cost a recycling flyer that describes what items can be recycled. The Contractor is responsible to advise the customers as to the proper preparation of materials through educational tags and other means. The Contractor shall provide at its cost during the month prior to the start of the program a mailing to all residents describing the program.

The City and the Contractor shall work together to provide educational material on City website, in City newsletters, or other means of providing data.

#### F. YARD WASTE COLLECTION SERVICE

1. Description. Residents may deliver yard waste to the Riverbend Recycling Center located at 610 Webster Avenue or to a compost site provided by the City and located at the end of Quincy Street behind the recycling Center.

#### G. SPRING AND FALL CLEAN-UP WEEK

1. Description. The Contractor shall facilitate two special collection Clean-Up Weeks each calendar year for residents.
  - a. Spring Clean-Up Week. During this week, 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 garbage compactor. Items need not be in special containers but must be set at the curb line at the same location as resident's regular weekly pick up. The City shall allocate such personnel and equipment as it deems necessary to assist the Contractor in the performance of Clean-Up Weeks. This service will take place during a time period set by the City Council during the month of April in each year of the Contract.

- b. Fall Clean-Up Week. This service will be the same as Spring Clean-Up Weeks but will be optional at the City's discretion.

#### H. SERVICE SCHEDULE

1. Hours. The Contractor shall perform all Refuse and Recyclable Collection Services between the hours of 6:00 a.m. and 6:00 p.m., Tuesday through Friday, except when an emergency exists, at which time the Contractor shall notify the City of such emergency. Any change in the time schedule requires written approval of the City.
2. Collection Days. The Contractor shall provide Day-Certain Collection. Unless otherwise agreed to by the parties, Collection Services shall be Tuesday through Friday. The Contractor and City acknowledge that it may be necessary, from time-to-time, to make changes in the schedule and route.
  - a. The Contractor may request a change in the day of pickup by requesting such change in writing to the City at least thirty (30) days from the proposed date the requested change is to take affect. A change shall be effective only upon authorization from the City and 30 day notice to the resident.
  - b. The Contractor shall bear all costs involved in notifying residents of approved schedule changes.
3. Holidays. The Contractor shall not be required to collect refuse or recyclables on the following holidays:
  - a. New Year's Day (January 1)
  - b. Memorial Day
  - c. Independence Day (July 4)
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day (December 25)

When a holiday falls on a regular collection day, the collection shall be made one (1) day later. The Contractor may, at his discretion, forego the collection of recyclable materials on the day after a listed holiday if necessary to complete the collection of refuse.
4. Street Improvements. The City, County, and State reserve the right to improve any street, alley, or sidewalk which may prevent the Contractor from traveling its accustomed route or routes for collection within reason. No additional compensation shall be made for interference. The Contractor shall be responsible for contacting City Public Works Director prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractor shall work with the City to maintain regular or modified service during any street reconstruction project.

#### I. CONTRACTOR COLLECTION EQUIPMENT & PERSONNEL

1. Licenses and Permits. All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight

allowed by Minnesota statutes. The Contractor shall obtain all pertinent licenses from the City, County and State.

2. Vehicle and Equipment Requirements. The Contractor is invited to present as part of its proposal the use of alternative fuel and other environmental (green) vehicle and equipment options. The curbside recycling equipment shall be of a design acceptable to the City and compatible with the operation of the Recycling Center. The Contractor shall provide a sufficient number of collection vehicles to perform the collection in an efficient and timely manner. All vehicles shall be maintained in proper working order, prevent leaky seals and hydraulics, and be as clean and free from odors as possible. All vehicles shall be clearly identified on both sides with Contractor's name on both sides of the vehicle.

Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved Dry Chemical Fire Extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops" or similar language.
- g. A broom and shovel for cleaning up spills.

The location of all vehicles used by the Contractor in the performance of any Contract that are kept within the confines of the City overnight shall be approved in advance by the City.

3. Clean and Sanitary Condition. The Contractor shall make all collections with vehicles so constructed that their contents shall not leak, blow away, or spill therefrom. Such vehicles shall be kept clean and as free from all offensive odors and insects as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary for collections. All vehicles and equipment used in the performance of this Contract shall be maintained in good operating condition and in a clean, sanitary condition. Generally, this shall mean washed and painted regularly. The City reserves the right to require more frequent cleaning of vehicles.

#### J. CONTRACTOR COLLECTION PERSONNEL

1. Required Personnel. The Contractor shall provide necessary personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. Contractor shall include the cost for providing a supervisor and customer service representatives to address all problems as they arise, interface directly with customers, and have direct communication with City staff, the Contractor customer service staff, and route drivers. The supervisor shall meet or communicate with City staff as necessary. This supervisor shall have a separate vehicle with contact information clearly printed on the vehicle. The supervisor shall also be involved in scheduled meetings with the City as City needs dictate.

2. Spills. The Contractor shall report all hydraulic fluid spills and leaks to the City immediately. If the Public Works office is closed, spills shall be reported to the Fire Department (911). Contractor is responsible to clean up spills. Reporting to the City all spills and leaks does not replace the state requirement to report spills to the Minnesota Duty Officer.
3. Customer Service. Contractor personnel shall be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:
  - a. Conduct themselves at all times in a courteous manner and use no loud, abusive or profane language.
  - b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
  - c. Be clean and presentable in appearance, as far as possible.
  - d. Wear a uniform and employee identification badge or name tag.
  - e. Drive in a safe and considerate manner.
  - f. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back to its designated location so as to avoid spillage and littering or damage to the container.
  - g. Monitor for any spillage and be responsible for cleaning up any litter or breakage. Contractor shall be responsible for removing spilled solid waste from any property, public or private, within two hours of receipt of notice. City will give notice by telephone. If the Contractor fails to respond within the time limit specified, the City may remove the material and deduct the cost of removal from the monthly payment due under this Contract.
  - h. Avoid damage to property.
4. Unauthorized Activity. The Contractor employees shall not collect or scavenge through recycling or other materials in any manner that interferes with the contracted services. The Contractor shall immediately report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.
5. Protecting Utilities. The Contractor shall be obligated to protect all public and private utilities whether occupying streets, alleys, or public or private property. If such utilities are damaged by reason of the Contractor operations, under the executed Contract, Contractor shall repair or replace same promptly.
6. Damage to Property. The Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, refuse containers or recycling containers, which are damaged by the Contractor.

Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall

reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

The Contractor shall notify the City of any trees or limbs that are low hanging and may hinder their operations. The Contractor shall be responsible for damage to any trees and limbs not reported to the City.

K. CONTRACTOR CUSTOMER SERVICE

1. Basic Service Requirements. The Contractor shall provide management procedures for handling inquiries and complaints and procedures. The Contractor shall provide system capability and/or procedures to ensure timely accessibility of information by City. The Contractor shall indicate if the system is used company-wide or for select jurisdictions (listing which jurisdictions).
2. Staffing. The Contractor shall provide full time oversight of the City's collection, and shall administer its obligations to provide quality service to customers of City. The Contractor shall maintain an office equipped with telephones, computers with email, and be staffed with sufficient personnel to effectively handle complaints, inquiries, and/or receive instructions. The office shall be staffed from 8:00 a.m. to 5:00 p.m. at a minimum, Monday through Friday, except for the legal holidays as specified previously. All phone calls shall be answered by a live person during office hours with overflow calls going into a voicemail answering system. A voicemail system or answering service shall be operative during all non-office hours. Customer service staff shall be accessible via email during office hours and the system shall receive email during non-office hours for review and response during office hours.
3. Responding to Customer Calls. The Contractor shall receive customer service inquiries, complaints, special needs, special pickups, and other issues by phone or email, and record them in an electronic database for means of tracking, recording, mapping, and reporting for quality control/quality assurance purposes.

The customer service program shall be set up to maximize the number of calls being handled by a live person and minimize the calls into voicemail. The Contractor shall address all voicemail and email correspondence with a return call or email to the City customer promptly.

- L. EMERGENCY OR DISASTER SERVICES. The Contractor shall provide upon request of the City any additional collections (materials or times) requested and reasonably necessary during a declared emergency in the City. The cost of this service shall be mutually negotiated between the Contractor and City. The Contractor shall have a Contractor Business Continuity Plan or similar plan to ensure delivery of collection service to City customers.

M. REPORTING REQUIREMENTS

1. The Contractor shall create, collect, and maintain all records required by the federal, state, and local governments regarding waste management services, and other records as specified below:
  - a. The Contractor will provide the City a monthly and annual report containing the following information: (a) the quantity by weight of each recyclable material collected during the month, and (b) the weekly number of participating households. The weight report may be based on reasonable percentage estimates of each type of material using actual total weight as a base. The actual participating household count will be compiled utilizing a counter or hand notation technique. Estimates of participation will not be accepted. If additional reporting requirements are mandated, the Contractor agrees to provide any additionally required information.
  - b. Annual reports to the City shall be due by January 20<sup>th</sup> of each calendar year for solid waste and other materials and items collected by the Contractor during the preceding calendar year.
  - c. The Contractor shall provide the City with an annual report of activities, feedback, suggested improvements, and other opportunities for the remaining years of the current Contract.

N. PAYMENT & BILLING FOR SERVICES

1. Contractor Billing to City. During the period of any Contract, the City shall compensate the Contractor for Collection of Refuse and Recyclable materials upon the basis of the total possible number of Dwelling Units serviceable.
2. Monthly Refuse Rate shall mean the monthly per home rate charged by the Contractor for costs attributable to refuse collection services.
3. Monthly Recycling Rate shall mean the monthly per home rate charged by the Contractor for recyclable collection service.
4. Contractor Responsibility. The Contractor shall be responsible for collecting and remitting all state and county taxes. The Contractor shall be responsible for payment of all disposal facility tipping fees.
5. Number of Dwelling Units. Periodic additions or deductions in the number of Dwelling Units collected shall be subject to verification and agreement between the City and the Contractor. Such adjustments may not be made more often than once per month.
6. Monthly Payment. During the period of the Contract, the City shall pay to the contractor, on or before the 30<sup>th</sup> of each month, for Refuse and Recyclable Material Collection performed by the Contractor during the preceding calendar month.

- O. LIABILITY INSURANCE. The Contractor shall, at all times during the term of this Contract, procure and maintain comprehensive general liability insurance and shall also procure and maintain fleet/auto/truck liability insurance on every vehicle used to perform services under this

agreement. This insurance shall cover claims for bodily injuries, wrongful death, and property damage occurring as a result of the insured's Contractors performance of their duties under this contract. Such insurance shall afford coverage to a limit of not less than One Million and 00/100ths (\$1,000,000.00) with respect to injuries or death to a single person, and a limit of not less than Two Million and 00/100ths (\$2,000,000.00) with respect to any one accident or occurrence. Such insurance shall further afford coverage to a limit of not less than One Million and 00/100ths (\$1,000,000.00) with respect to property damage resulting from any one occurrence. Such insurance as required by this section shall not limit the amount of coverage afforded within any policy period. The City shall be named as an additional insured on all such policies of insurance. Certificates of Insurance for all such coverage, together with payment of the premiums thereon, shall be delivered to the City Clerk before the commencement date of the term of this agreement, and Certificates of Insurance for all renewal policies, together with proof of payment of the premiums thereon, shall be delivered to the City at least ten (10) days before the expiration date of the policy then in force.

- P. WORKER'S COMPENSATION INSURANCE. The Contractor shall at all times during the term of this Contract maintain, at the Contractors' expense, as required by the laws of the State of Minnesota relating to Worker's Compensation Insurance, Worker's Compensation Insurance policies, and shall defend and indemnify the City against all liability from any cause that may arise by reasons of injury of any employee of any Contractor who may be injured while performing work under the provisions of this agreement. Certificates of Insurance from the insurance companies shall be provided to the City Clerk prior to the commencement of this agreement, and at least ten (10) days prior to all subsequent renewals.
- Q. REFUSE HAULERS LICENSE. The Contractor shall at all times during the term of this Contract maintain, at the Contractors' expense, as required by the City, a refuse hauler license for each truck entering City limits to collect refuse.
- R. PERFORMANCE OF CONTRACT
1. Supply Necessary Items. The Contractor shall supply all labor, material, and equipment necessary for the carrying out of this Contract.
  2. No Claims. The Contractor agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance, and supplies in and about the performance of this Contract.
  3. Indemnification. The Contractor further agrees to take all precautions to protect the public against injury and to defend and indemnify the City against all damages and claims of damages that may arise by reason of any negligence of Contractor, agents, or employees while engaged in the performance of this Contract, and shall defend and indemnify the City against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss by reason of the failure of the Contractor in any respect to fully perform all obligations of this Contract.
- S. INDEMNIFICATION. The Contractor shall defend and indemnify the City, its officers, agents, representatives and/or employees against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held

liable, to the extent resulting from the negligence or willful misconduct of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of the Contract.

- T. TERMINATION. The City shall have the right to terminate any Contract in the event of breach thereof by the Contractor, and continuing breach shall not be deemed to be waived because it was not followed by prompt termination.
- U. FINANCIAL GUARANTEE. Any Contract shall not be in effect until the Contractor has provided a cashier's check, certified check, performance bond, or other financial guarantee acceptable to the City Attorney in an amount equal to \$50,000. Said financial guarantee shall secure the faithful performance of any Contract by said Contractor. The Contract shall be subject to termination by the City at any time said financial guarantee does not remain in full force.
- V. NON-DISCRIMINATORY PRACTICES. The provisions of Minn. Stat. Section 181.59 which relates to civil rights and discrimination shall be a part of this Contract as if fully set forth herein.
- W. SUCCESSORS & ASSIGNS. The Contractor binds itself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of a Contract, except that the Contractor shall not assign or transfer any part of its interest in a Contract, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.
- X. WHOLE CONTRACT
1. Any Contract embodies the entire RFP and all attachments and addendum as part of the Contract between the parties including all prior understandings may not be modified except in writing signed by all parties.
  2. No assignment or subletting of this Contract shall be permitted without the express written consent of the City. The Contractor shall be held responsible for full and faithful performance of this Contract.
- Y. PUBLIC INFORMATION & EDUCATION. The City publishes a newsletter bi-annually that is mailed to all residents and businesses. Periodically the newsletter contains recycling and yard waste information. The City website also provides recycling and yard waste details such as a list of acceptable and unacceptable materials as well as proper procedures and instructions. Contractor shall provide examples of public education tools that can be utilized by the City. All public information distributed to the residents shall be first approved by the City.

ATTACHMENT A

**CHARGES FOR ADDITIONAL ITEMS**

<u>Item</u>	<u>Charge per item</u>
Air compressor	_____
Air conditioners	_____
Appliances (washers, dryers, stoves, dishwashers, hot water heaters, softeners, etc.)	_____
Auto car seat (single)	_____
Auto car seat (bench)	_____
Bathtub	_____
Carpet and/or pad	_____
Cement Laundry Tub	_____
Chair (recliner style)	_____
Couch	_____
Freezer	_____
Hide-a-bed	_____
Lawnmower (drained)	_____
Mattress or box spring	_____
Refrigerator	_____
Snow blower (drained)	_____
Tires - car (off rim)	_____
Tires - truck (off rim)	_____
Toilet	_____
Other	_____

Additional items and service rates to be negotiated between Contractor and resident.

# ATTACHMENT B

## STATEMENT OF CONTRACTOR QUALIFICATIONS

Instructions: Please attach additional pages as may be necessary to properly respond to each of the following questions.

### 1. General Contact Information

Name of Company Proposing: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Type of organization (e.g., corporation, joint venture, partnership, individual): \_\_\_\_\_

\_\_\_\_\_

References: Please provide on separate pages collection references (provide municipality, capacity [number of households per day], contract structure between the organization and the municipality(ies) or public agency being serviced, type and frequency of service provided, number of years with contracts for each, etc.).

### 2. Business Information

Within the past five (5) years, has the Company submitting this proposal failed to complete a contract?  
Yes \_\_\_ No \_\_\_

If so, state name of parties to the contract, the date of the contract and the reason for noncompletion. If a bond was posted, state the contact information for the bond company.

\_\_\_\_\_

Within the past five (5) years has the Company submitting this proposal or any facility or property owned or operated by this Company failed to perform any of its contract obligations with any municipality, county, or other public entity? Yes \_\_\_ No \_\_\_

If so, state the nature of the failure.

\_\_\_\_\_

With what other lines of business are you or your company directly or indirectly affiliated?

\_\_\_\_\_

Describe the nature of your current business:

\_\_\_\_\_

State the length of time you have been in business under your present name:

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Within the last five (5) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company, ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental, zoning, or public health laws or regulations? If so, state the details and disposition.

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Has the Company submitting this proposal or any of its subsidiaries been a party to any lawsuits within the last five (5) years that may affect its ability to perform the obligations described in the Proposal? If so, list these lawsuits:

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List names and business address of all individuals financially associated with the Company that is submitting this Proposal:

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**3. Automated Collection Equipment**

If awarded this Contract, will your Company be able to provide refuse collection service by the Contract start date? Yes\_\_\_\_ No\_\_\_\_

If not, will you be able to provide automated collection at some time in the future? Yes\_\_\_\_ No\_\_\_\_

If yes, please explain your proposed schedule for implementing automated collection:

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What percent of your collection truck fleet is equipped with automatic collection devices? \_\_\_\_percent

**4. Impacts on Roads**

Please describe your plans for reducing impacts on roads and streets and means to comply with road weight restrictions:

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**5. Pollution Reduction and Environmentally Sustainable Initiatives**

Please describe your plans for pollution reduction and environmentally sustainable initiatives:

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**6. Public Education and Service to Residents**

Does your Company use "education tags" that are left by your collection crews at the time material is left behind? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please attach an example of one such education tag from another community. Please describe other directly relevant public education efforts you have used successfully in the past:

---

---

If awarded the Contract, please describe your plans for additional public education efforts:

---

---

**7. Public Service at Community Events**

Please describe your past experience with providing refuse and/or recycling services at other community events (e.g., fairs, parades, etc.):

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---

If awarded the Contract, please describe your plans for servicing community events:

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The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of North Mankato in verification of the recitals comprising this Statement of Contractor Qualifications.

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## ATTACHMENT C

### PROPOSAL FORM

**Five (5) Year Contract Proposal**

Please submit monthly refuse and recycling collection rates below and indicate the monthly rates for residential customers. There are approximately 3,765 regular residential customers and 621 senior residential customers. Approximately 4,386 curbside recycling customers.

Please outline each monthly rate proposal for the years as follows:

- Year 1 (January 1, 2013, to December 31, 2013)
- Year 2 (January 1, 2014, to December 31, 2014)
- Year 3 (January 1, 2015, to December 31, 2015)
- Year 4 (January 1, 2016, to December 31, 2016)
- Year 5 (January 1, 2017, to December 31, 2017)

Monthly Refuse Rate per Household

	Year 1	Year 2	Year 3	Year 4	Year 5
Residential Regular	_____	_____	_____	_____	_____
Residential Senior	_____	_____	_____	_____	_____

Monthly Recycling Rate per Household

	Year 1	Year 2	Year 3	Year 4	Year 5
Residential curbside	_____	_____	_____	_____	_____

**Please attached detail for each figure above.**

## PROPOSAL CONTENT CHECKLIST

Please submit these completed documents by the due date:

1. Attachment A Charges for Additional Items.
2. Attachment B Statement of Contractor Qualifications.
3. Attachment C Proposal Form.
4. Signature Page.

Any Proposal must be submitted in a 9" x 12" or larger envelope with the OFFICIAL PROPOSAL form attached. Proposers must include three (3) bound printed copies, one (1) unbound printed copy, and one electronic copy of the Proposal on a compact disk (CD) inside the sealed envelope.

Please submit proposal using this OFFICIAL PROPOSAL form as cover for the proposal.

## OFFICIAL PROPOSAL

CITY OF NORTH MANKATO REFUSE AND RECYCLING REQUEST FOR PROPOSAL

**DUE DATE:** Tuesday, November 13, 2012, no later than 5:00 p.m.

PROPOSALS WILL **ONLY** BE ACCEPTED AT:

**NORTH MANKATO CITY HALL  
1001 BELGRADE AVENUE  
NORTH MANKATO MN 56003**

**PROPOSAL SUBMITTED BY:**

Firm name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Official contact and phone number: \_\_\_\_\_

### RECEIPT OF PROPOSAL

Received:	_____	_____	_____
	Date	Time	By Whom



**CITY OF NORTH MANKATO**  
**REQUEST FOR PROPOSAL**  
**FOR REFUSE AND RECYCLING COLLECTION SERVICES**

Notice is hereby given that the City of North Mankato will be accepting proposals for a municipal refuse and recycling collection contract for all residential properties located within the City.

Specifications and other information necessary to submit a proposal may be obtained at North Mankato City Hall, 1001 Belgrade Avenue, North Mankato, MN 56003 or by writing to the same address. The Request for Proposal is available on the City's website [www.northmankato.com](http://www.northmankato.com).

Each proposal shall be delivered to North Mankato City Hall no later than 5 p.m. on Tuesday, November 13, 2012.

## CHAPTER 51: REFUSE COLLECTION

### Section

- 51.01 Definitions
- 51.02 Storage and transporting refuse
- 51.03 Containers
- 51.04 Collection and disposal of refuse
- 51.05 Property of the city
- 51.06 Disposal of solid wastes
- 51.07 Service charges
- 51.08 Recycling

### § 51.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***MULTI-UNIT DWELLING.*** All buildings that contain 4 or more units for residential occupancy.

***REFUSE.*** Includes all organic material resulting from the preparation of food and spoiled or decayed food from any source, cans, bottles, glassware and paper or paper products.

***RESIDENTIAL SOLID WASTE.*** Solid waste resulting from the maintenance and operation of single family dwellings, two family dwellings, three family dwellings, town houses, condominiums and all multi-unit dwellings that exercise the option to contract or otherwise obtain sanitation services from the city.

(1975 Code, § 3.70, Subd. 1) (Am. Ord. 47, passed 7-2-1984)

### § 51.02 STORING AND TRANSPORTING REFUSE.

(A) It is unlawful for any person to store refuse except as herein provided.

(B) It is unlawful for any person to transport refuse over any street, for hire, except by special permit from the Council, or acting within the course and scope of a written contract with the city.

(1975 Code, § 3.70, Subd. 2) Penalty, see § 10.99

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**North Mankato - Public Works****§ 51.03 CONTAINERS.**

All refuse shall be stored in rust-resistant, water-tight, non-absorbent and washable closed containers, approved for the purpose by the city.  
(1975 Code, § 3.70, Subd. 3)

**§ 51.04 COLLECTION AND DISPOSAL OF REFUSE.**

The city shall provide for collection and disposal of all refuse in a sanitary manner to insure the health, safety and general welfare of its residents, under such terms and conditions as the city may from time to time deem appropriate.  
(1975 Code, § 3.70, Subd. 4)

**§ 51.05 PROPERTY OF THE CITY.**

All materials at public disposal sites are the property of the city. It is unlawful for any person to separate, collect, carry off or dispose of such materials except by direction of the city.  
(1975 Code, § 3.70, Subd. 5)

**§ 51.06 DISPOSAL OF SOLID WASTES.**

It is unlawful for any person to dispose of tires, used motor oil, motor vehicle batteries, hazardous materials or any other prohibited item by placing the same into any solid waste container. It is further unlawful for any solid waste collector to knowingly collect or transport such solid waste.  
(Am. Ord. 101, passed 1-17-1989) Penalty, see § 10.99

**Refuse Collection**

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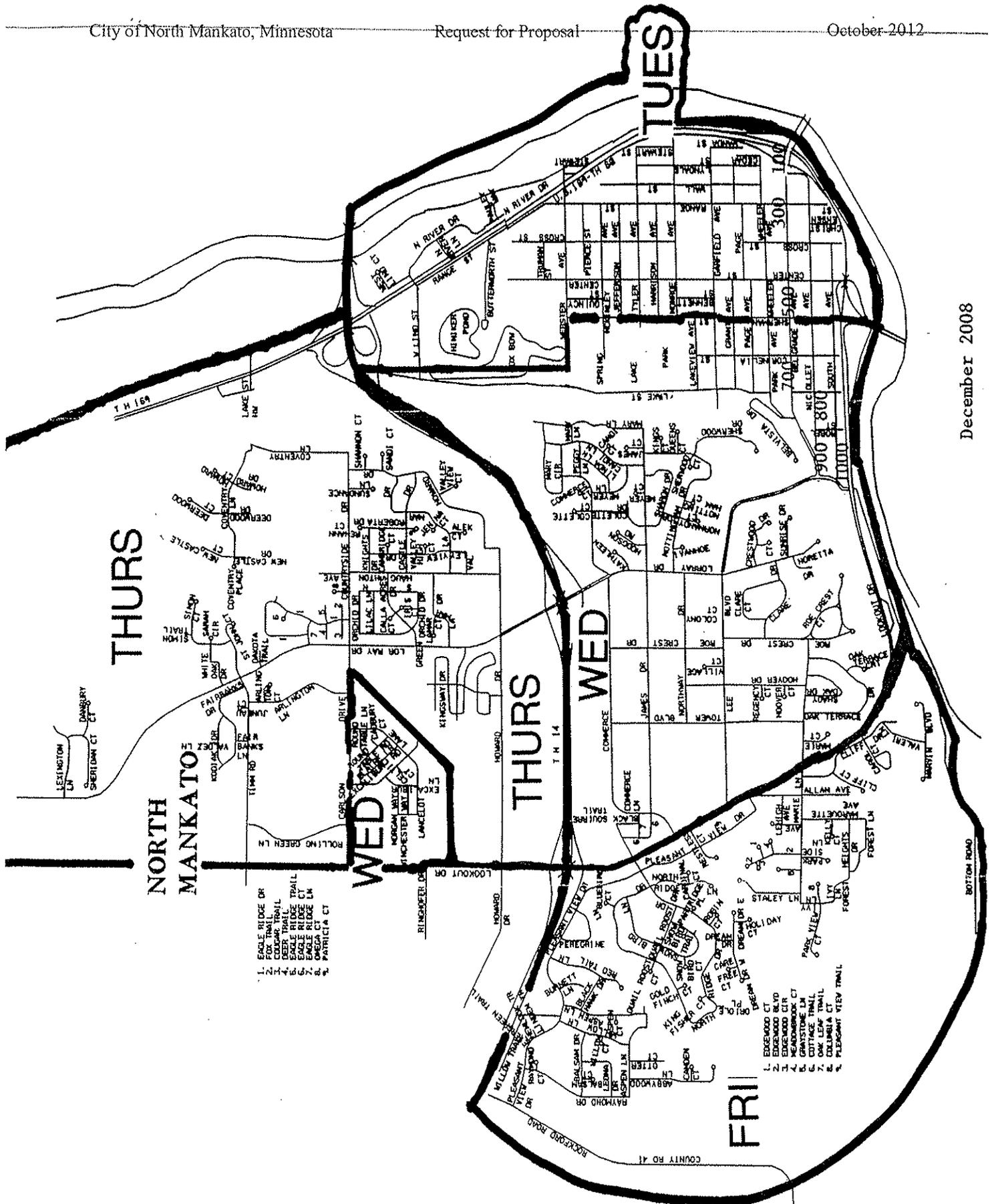
**§ 51.07 SERVICE CHARGES.**

Pursuant to § 50.02, there is imposed, for the collection of residential solid waste, and for the improvement of the general public health and environment, a service charge for each single-family dwelling (attached and detached), each two-family dwelling, each three-family dwelling, each townhouse and each condominium. Multi-unit dwellings may exercise the option to contract or otherwise obtain sanitation services from the city.

(Am. Ord. 47, passed 7-2-1984)

**§ 51.08 RECYCLING.**

The city shall provide for the collection of recyclable material under such terms and conditions as the city may from time to time deem appropriate. A curbside program is imposed for each single-family dwellings (attached and detached), each two-family dwelling, each three-family dwelling, each townhouse and each condominium. Multi-unit dwellings may exercise the option to contract or otherwise obtain sanitation services from the city. Common interest communities and all other residential dwellings must provide recycling service to each dwelling unit.



December 2008

2012 CURBSIDE REFIUSE & RECYCLING SCHEDULE

**NORTH MANKATO  
BICYCLE COMMISSION BY-LAWS**

**ARTICLE I.  
ESTABLISHMENT**

**Section 1.** Pursuant to Resolution of the City Council of North Mankato, Minnesota, on July 2, 2012, a Bicycle Commission was established.

**ARTICLE II.  
MEMBERSHIP**

**Section 1.** The Bicycle Commission shall consist of five (5) citizen volunteers appointed by the City Council of North Mankato, one (1) of which is a serving Council Member. Initially, two (2) members shall hold office for one (1) year and three (3) members shall hold office for two (2) years. All terms shall end with the fiscal year.

**Section 2.** Annually the Mayor, with the approval of the Council, shall appoint Commission Members for the term of two (2) years until their successors qualify a sufficient number of members to fill the places of those whose term or terms expire.

**Section 3.** A Bicycle Commission Member shall not be eligible to serve more than three (3) consecutive 2-year terms and may not serve more than six (6) calendar years.

**Section 4.** The Bicycle Commission may recruit additional volunteer members to assist in accomplishing its tasks via Committees, as deemed necessary by the Commission.

**ARTICLE III.  
ABOLISHMENT OF COMMISSION**

**Section 1.** The Bicycle Commission is a voluntary at-will committee of the City Council of North Mankato. The City Council may abolish the Bicycle Commission at any time by majority vote of the Council. The initial Bicycle Commission shall be reviewed by the City Council after two (2) years to ascertain it is accomplishing its tasks and goals.

**ARTICLE IV.  
DUTIES OF COMMISSION**

**Section 1.** The Bicycle Commission shall act on behalf of the City of North Mankato and its citizens as a voluntary advisory panel charged with:

- a. Promoting bicycling tourism/commuting opportunities within the City of North Mankato and surrounding jurisdictions.
- b. Improving bicycling safety and awareness.
- c. Coordinating bicycling routes with new and existing trails, schools and parks.
- d. Cooperating with the Greater Mankato Bike & Walk Advocates, Greater Mankato Multisport Club and other interested and invested community groups.
- e. Coordinating new and existing bicycling events for the benefit of our citizens and guests.
- f. Coordinating with the City of Mankato to enhance our Bicycle-Friendly Community status.

**Section 2.** The Bicycle Commission shall have such other officers as it deems necessary, but at a minimum shall elect one of its members as a President and one as Secretary at the first meeting of the Commission each calendar year. Each officer shall serve for a period of one (1) year or until their successor is elected and qualified.

**Section 3.** The President of the Bicycle Commission shall have the following duties:

- a. When present, preside at all meetings of the Commission.
- b. Ensure that all Orders and Resolutions of the Commission are carried into effect.
- c. Submit funding requests to the City Council for approval in a timely fashion to allow Council deliberation and discussion.
- d. Sign and deliver in the name of the Commission any and all necessary documents to carry out the responsibilities of the Commission.
- e. Maintain records, and where necessary, certify all proceedings of the Commission to the City Council.
- f. Perform other duties prescribed by the Commission.

**Section 4.** The Secretary of the Bicycle Commission shall have the following duties:

- a. Keep accurate records of the Commission and its meetings.
- b. Perform other duties prescribed by the Commission.

#### **ARTICLE V. MEETINGS OF THE COMMISSION**

**Section 1.** Regular meetings of the North Mankato Bicycle Commission shall be held at the North Mankato Municipal Building on the fourth Wednesday of every other month (February, April, June, August, October and December), commencing at 7:00 p.m. The Bicycle Commission shall hold special meetings whenever requested by the City Council or when requested in writing by a majority of the members of the Bicycle Commission.

#### **ARTICLE VI. QUORUM**

**Section 1.** The presence, in person, of a majority of the members entitled to vote at the meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting may be adjourned from time to time. The members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

#### **ARTICLE VII. AMENDMENTS**

**Section 1.** Amendments to these By-Laws may be made by a vote of a majority of all Commission Members in any regular Commission Member meeting or any special Commission Member meeting when the proposed amendment has been set out in the notice of such meeting. However, said amendments must be ratified by the City Council.

CLAIM REPORT  
 BILLS PAID AFTER THE COUNCIL MEETING OF SEPTEMBER 17, 2012  
 END OF MONTH

73034	Void	Void	(\$500.00)
73144	ICMA Retirement Trust - 457	employee payroll deductions	\$4,183.85
73145	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$430.77
73146	Law Enforcement Labor Service	employee payroll deductions	\$450.00
73147	NCPERS Minnesota - Unit 662400	employee payroll deductions	\$176.00
73148	United Way	employee payroll deductions	\$211.30
73149	Mankato Area Fastpitch	professional services-Comm Dev	\$300.00
73150	Telrite Corp	long distance phone bill-Mun Bldg	\$249.05
73151	Hy-Vee, Inc	items for concessions-Caswell	\$440.41
73152	Sprint	PCS connection card data plan-Pol, 2011 Const & P/A	\$234.25
73153	HickoryTech	telephone bill-All Depts.	\$495.55
73154	Madison National Life Insurance	life insurance for October	\$617.47
73155	Madison National Life Insurance	voluntary life insurance for October	\$168.30
73156	Nelson, Ruby	replace payroll Notice of Deposit #14723	\$139.09
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	Total		<u>\$7,596.04</u>

CLAIMS CONTINUED

General	\$6,006.97
Library	\$212.07
Bookmobile	\$6.20
Community Development	(\$87.40)
2011 Construction	\$54.93
Water	\$335.38
Sewer	\$769.22
Sanitary Collection	\$101.44
Storm Water	\$12.54
Public Access	<u>\$184.69</u>
Total	<u><u>\$7,596.04</u></u>

PORT AUTHORITY INVOICES  
BILLS PAID AFTER THE COUNCIL MEETING OF SEPTEMBER 17, 2012  
END OF MONTH

None to report

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

Council Meeting of October 1, 2012

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Mayor Mark Dehen

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Council Member Bill Schindle

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Council Member Diane Norland

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Council Member William Steiner

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Council Member Robert Freyberg

List of Bills in the Amount of \$7,596.04

Council Meeting of October 1, 2012

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Mayor Mark Dehen

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Council Member Bill Schindle

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Council Member Diane Norland

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Council Member William Steiner

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Council Member Robert Freyberg

CLAIM REPORT  
FOR REGULAR COUNCIL MEETING OF OCTOBER 1, 2012

A+ Security, Inc.	monitoring of alarm system-Public Access	\$63.96
Ameripride Services	mats, gloves, uniform & towel service-All Depts.	\$639.21
American Library Association	supplies-Library	\$230.50
American Payment Center	utility drop box rental-Sanitation	\$93.00
Angie's Artisan Treats	kettle corn-Comm Dev	\$123.75
Apt Machining & Fabricating, Inc.	equipment repair-Park Dept.	\$220.00
Arnold's of North Mankato	equipment parts-Street & Parks Depts.	\$250.87
Audio Editions	audio books-Library	\$357.47
Baker & Taylor	books-Library & Bookmobile	\$25.04
Batteries Plus	supplies-Street Dept.	\$19.24
Belgrade Township Treasurer	annexation reimbursement Chester property-Comm Dev	\$2,494.45
Best Western	tournament expenses-Comm Dev	\$455.91
Blue Earth County	telephone bill-Task Force	\$88.95
Blue Earth County	Notary recording fee-Police Dept.	\$20.00
Bolton & Menk, Inc.	engineering fees-Sales Tax Const & 2011 Const	\$61,772.95
Brown Traffic Products, Inc.	equipment parts-Street Lighting	\$55.84
C & S Supply Co., Inc.	equipment parts & supplies-Park & Water Depts.	\$173.85
Central Concrete	concrete for batting cage sign-Sales Tax	\$250.45
City of Mankato	wastewater fee for October-Sewer	\$65,000.00
Computer Technology Solutions	computer repairs-Police Dept.	\$346.96
Cop Stop Uniform & Supply	supplies-Task Force	\$90.00
Crysteel Truck Equipment	equipment parts-Street Dept.	\$20.84
DEMCO, Inc.	supplies-Library	\$95.81
Ditch Witch of Minnesota	equipment parts-Park Dept.	\$209.35
Express Services, Inc.	temporary crossing guards-Police Dept.	\$617.50
Fastenal Company	supplies-Sewer Dept.	\$53.48
Ferguson Enterprises, Inc.	supplies-Inspections	\$69.19
Flexible Pipe Tool Company	equipment part-Sewer Dept.	\$525.54
Fromm's Auto Rentals	equipment parts-Task Force	\$91.09
G & H Ready Mix	concrete-Storm Water	\$1,108.12
Government Finance Officers Assn.	membership dues-Finance Dept.	\$190.00
Hansen Sanitation	refuse pickup-Sanitation	\$47,608.74
Hoffman Construction Co.	Estimate #16 CSAH 41/Carlson Dr/Howard Dr Ext	\$52,902.10
Hoffman, Edward	advance for conference-Fire Dept.	\$100.00
Horvick, Inc.	equipment parts-Sewer Dept.	\$232.67

CLAIMS CONTINUED

I & S Group	soccer fields construction documents-Sales Tax Const	\$4,309.90
ICOM America, Inc.	production equipment-P/A Equipment Replacement	\$827.20
Ingram Library Services	books-Library & Bookmobile	\$2,680.77
Inman, Rich	advance for conference-Fire Dept.	\$75.00
Jeane Thorne	professional service-Task Force	\$554.60
Kwik Trip, Inc.	unleaded & diesel fuel-All Depts.	\$30,652.39
LJP Enterprises, Inc.	trailer rent-Sanitation	\$600.00
Lakes Gas Company	LP gas-Sanitation	\$189.95
Larkstur Engineering & Supply, Inc.	equipment parts & supplies-Street & Park Depts.	\$89.31
Lawson Products, Inc.	supplies-Shop	\$457.04
MTM Recognition	supplies for tournament-Comm Dev	\$42.68
Mankato Bearing Company	lubricant & equipment parts-Police, Street & Park	\$152.45
Mankato Oil & Tire Company	equipment parts-Task Force	\$83.39
Matheson Tri-Gas, Inc.	welding supplies-Shop	\$195.27
MN Dept. Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$1,931.22
MRCI	wages for MRCI employees-Sanitation	\$11,132.28
Nicollet County Recorder/Abstracter	recording fees-Comm Dev	\$92.00
Nicollet County	2nd half real estate taxes	\$6,342.72
Nicollet County Auditor/Treasurer	inspection costs-2011 Construction	\$13,449.94
North Central International	equipment parts-Street Dept.	\$155.73
North Mankato Motor Vehicle Registrar	license tabs-Police Dept.	\$12.00
North Star Stone & Masonry	supplies for batting cage sign-Sales Tax	\$7.59
Northern Safety Technology, Inc.	equipment parts-Fire Dept.	\$139.75
Northern States Supply, Inc.	supplies-Shop	\$19.32
Old Dominion Brush	equipment parts-Street Dept.	\$629.84
OverDrive	downloadable audio/ebooks-Library	\$1,162.59
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$110.93
Plunkett's Pest Control, Inc.	professional service-Street Dept.	\$100.50
Pohlman, Tim	advance for conference-Fire Dept.	\$100.00
Rader, Duane	travel expenses for conference-Water Dept.	\$348.56
Red Feather Paper Company	supplies-Mun Bldg, Fire & Library	\$332.41
Reliance Electric of Southern Minn.	equipment parts-Park Dept.	\$10.73
River Bend Business Products	copier maintenance-Mun Bldg	\$316.64
Safety-Kleen Systems, Inc.	clean drains-Street & Shop	\$5,864.05
Schilling Supply Company	supplies-Park Dept.	\$156.72
Schwickert's	furnace repairs-Mun Bldg, Police & Fire Depts.	\$1,902.95
Sign Pro	supplies-Shop	\$28.99
SPS Companies, Inc.	plumbing supplies-Caswell	\$23.73
Staples Advantage	supplies-All Depts.	\$1,228.32
State Industrial Products, Inc.	supplies-Shop	\$458.14

CLAIMS CONTINUED

Stone & Steel Design	pavers-Contingency	\$118.68
Thorne, Clara	travel expenses for conference-Finance	\$354.65
Trenchers Plus	equipment parts-Park Dept.	\$357.30
Tyler Technologies, Inc.	software maintenance-Water, Sewer & Sanitation	\$10,522.99
Truffles, J.D. Catering	food for meetings & elections-Mayor & Admin	\$816.01
Ulrich Acres Excavating	Estimates # 1 & 2 Caswell North Soccer Fields	\$165,852.47
US Postal Service	postage-All Depts.	\$3,000.00
University Printing Service	posters-Library	\$212.42
Viking Fire & Safety	service fire extinguishers-Police Dept.	\$52.40
Viking Electric Supply	electrical supplies-Street & Shop Depts.	\$382.59
Werner Electric Supply	electrical supplies-Street, Caswell & Park Depts.	\$806.80
Xcel Energy	electric bill-All Depts.	\$20,216.86
Total		<u><u>\$526,257.60</u></u>

CLAIMS CONTINUED

General	\$55,501.63
Library	\$5,674.23
Bookmobile	\$985.48
Community Development	\$1,750.39
Local Option Sales Tax	\$258.04
Parkland	\$413.00
Contingency	\$118.68
Port Authority	\$1,435.71
Port Authority State Revolving Loan Fund	\$1,931.22
Local Option Sales Tax Construction	\$185,817.32
2011 Construction	\$114,964.49
Port Authority Construction	\$3,473.00
Water	\$13,221.38
Sewer	\$72,906.01
Sanitary Collection	\$63,443.35
Storm Water	\$1,879.48
Public Access	\$748.96
Public Access Equipment Replacement	\$827.20
Minnesota River Valley Drug Task Force	\$908.03
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Total	<u>\$526,257.60</u>

PORT AUTHORITY INVOICES  
FOR REGULAR COUNCIL MEETING OF OCTOBER 1, 2012

MN Dept. Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$1,931.22
Nicollet County	2nd half real estate taxes	\$4,901.72
Petty Cash, Clara Thorne	petty cash items-Port Authority	<u>\$6.99</u>
Total		<u><u>\$6,839.93</u></u>

List of Port Authority Bills in the Amount of \$6,839.93

Council Meeting of October 1, 2012

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Mayor Mark Dehen

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Council Member Bill Schindle

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Council Member Diane Norland

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Council Member William Steiner

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Council Member Robert Freyberg

List of Bills in the Amount of \$526,257.60

Council Meeting of October 1, 2012

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Mayor Mark Dehen

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Council Member Bill Schindle

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Council Member Diane Norland

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Council Member William Steiner

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Council Member Robert Freyberg