

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on January 19, 2016. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Members Norland, Freyberg, Spears and Steiner, City Administrator Harrenstein, Attorney Kennedy, City Planner Fischer, Public Works Director Swanson and City Clerk Van Genderen. Absent: Finance Director Thorne.

**Approval of Agenda**

**Council Member Spears requested consent agenda item #9D Snow Removal Waiver for Southern Minnesota Construction Company (SMC) be removed from the Consent Agenda for separate consideration. Council Member Norland moved, seconded by Council Member Steiner, to approve the agenda with consent agenda item #9D removed for separate consideration. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Approval of Minutes**

**Council Member Norland moved, seconded by Council Member Freyberg to approve the minutes of the Council meeting of January 4, 2016. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Public Hearing, 7 pm-Mankato Clinic's Request to Amend Comprehensive Plan Figure 3-2: Future Land Use.**

City Planner Fischer reported the Mankato Clinic, which operates a 7,356 square foot medical clinic at 1575 Lookout Drive, is proposing to construct a new facility on the site and demolish the existing building. The proposed building would have a floor area of 20,000 square feet with a potential second level totaling 40,000 square feet. The property located at 1575 Lookout Drive is zoned B-1, Neighborhood Business and businesses within this zone are limited to 5,000 square feet. The Mankato Clinic is requesting the property be rezoned as B-2 Community Business. In order to re-zone the property the Comprehensive Plan Figure 3-2: Future Land Use must be amended. The applicant would like to amend the Comprehensive Plan Figure 3-2: Future Land Use by changing the guiding of the property from Neighborhood Commercial to General Commercial allowing the applicant the opportunity to rezone the property from B-1 to B-2.

Steve Hatkin, Mankato Clinic Chief Financial Officer, 27 Deerwood Court, appeared before Council and stated Mankato Clinic has been a partner with North Mankato since 1983 and are excited to continue to be able to provide services to the citizens of North Mankato.

Mary Lee Ehrke, 1523 Pleasant View Drive, appeared before Council and stated she was a member of the Gartenhaus Townhome Association located across from the Mankato Clinic. Ms. Ehrke stated the association would like to be included in the discussion about the design and construction of the Mankato Clinic.

With no one else appearing the Mayor closed this portion of the meeting.

**Public Hearing, 7 pm- Richard Lundin's Request to Amend Comprehensive Plan Figure 3-2: Future Land Use.**

City Planner Fischer reported Richard Lundin, the owner of the Avalon Manufactured Home Park which is located in an R-3, Limited Multiple Dwelling zoning district, is requesting a portion of the property be rezoned M-2, Heavy Industrial. Storage units are located within the park and can only be rented to residents of the Avalon Manufactured Home Park. The storage units are only permitted by a conditional use permit, they would not otherwise be permitted within a residential zoning district. The applicant wishes to make the storage units available to the general public. Therefore, as part of a

rezoning application, the applicant is requesting to amend Comprehensive Plan Figure 3:2: Future Land Use within the Comprehensive Plan by changing the future zoning classification of two areas of land within Avalon Park from Medium Density Residential to Heavy Industrial. Specifically, the area where the storage units are located and the main office.

With no one appearing the Mayor closed this portion of the meeting.

### **Consent Agenda**

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

- A. Bills and Appropriations.
- B. Approved Minnesota Valley Action Council 5K Fun Run on September 10, 2016 from 6:00 p.m. to 7:30 p.m.
- C. Set Public Hearing for February 1, 2016 at 7 pm for Street and Alley Easements Vacation, Block 4, Hodapp's Addition.

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

### **Snow Removal Waiver for Southern Minnesota Construction Company (SMC).**

City Planner Fischer stated SMC removes snow for many businesses in North Mankato and they bring their heavy equipment onto the streets of North Mankato. The State Patrol informed SMC that a waiver from the City of North Mankato must be obtained for them to operate their equipment in North Mankato. Mayor Dehen commented that SMC has used their equipment in North Mankato for over 40 years. Council Member Spears requested clarification on potential damage to North Mankato streets. Public Works Director Swanson stated that due to the frozen soil there was little concern that damage would occur to the roads. **Council Member Steiner moved, seconded by Council Member Norland to approve the Snow Removal Waiver for Southern Minnesota Construction Company.**

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

### **Public Comments**

Diane Benson, 2053 Roe Crest Drive, appeared before Council and expressed her concern that Council passed the Complete Streets Policy just prior to the first Roe Crest Drive neighborhood meeting where the options for reconstruction included bike lanes and sidewalks. She also expressed concern about parking and access during construction.

Barb Church, 102 Wheeler Avenue, appeared before Council and stated the Friends of North Mankato would be hosting a fundraiser on January 29, 2016 at the Mankato Brewery. Ms. Church stated the Belgrade Avenue Corridor Study should include participation by all citizens of North Mankato.

Karon Dubke, 2041 Roe Crest Drive, appeared before Council and stated most residents of Roe Crest Drive preferred reconstructing the street to its current design.

Richard Neubert, 2061 Roe Crest Drive, appeared before Council and stated as a resident of Roe Crest Drive he preferred the reconstruction of the street to its current design.

Robyn Lundsten, 2043 Roe Crest Drive, appeared before Council and stated if a sidewalk was included in the street reconstruction citizens would be required to shovel a lot of snow.

Randy Lundsten, 2043 Roe Crest Drive, appeared before Council and stated he was disappointed because he believed residents were being pushed toward a reconstruction of Roe Crest Drive that included a sidewalk. He stated he did not want a sidewalk and even if trees were not cut

down during the construction of a sidewalk heaving may occur to the sidewalk because of the proximity of the trees to the sidewalk.

### **Business Items**

**Res. No. 11-16 Approving Mankato Clinic's Request to Amend Comprehensive Plan Figure 3-2: Future Land Use. Council member Freyberg moved, seconded by Council Member Steiner to adopt Res. No. 11-16 Approving Mankato Clinic's Request to Amend Comprehensive Plan Figure 3-2: Future Land Use. Vote on the motion: Council Member Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Z-1-16 Request to Rezone 1575 Lookout Drive from B-1 Neighborhood Business to B-2, Community Business. Council Member Norland moved, seconded by Council Member Freyberg to Adopt Ordinance No. 72 Fourth Series, Rezoning Lots 31-41, Pleasant View Subdivision from B-1, Neighborhood Business to B-2, Neighborhood Community Business. Vote on the motion: Council Member Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Res. No. 12-16 Approving Richard Lundin's Request to Amend Comprehensive Plan Figure 3-2: Future Land Use.**

Council Member Spears expressed his concern that public access to the storage units would be through the park past Avalon Park residents' homes and unless access could be provided without going through the park he would not vote to approve the request. **Council Member Freyberg moved, seconded by Council Member Norland to adopt Res. No. 12-16 Approving Richard Lundin's Request to Amend Comprehensive Plan Figure 3-2: Future Land Use. Vote on the motion: Council Member Norland, Freyberg, Steiner and Dehen aye; Spears nay. Motion carried.**

**Z-2-16 Request to Rezone parts of Camelot Subdivision No. 2 from R-3, Limited Multiple Dwelling to M-2, Heavy Industrial. Council Member Steiner moved, seconded by Council Member Norland to Adopt Ordinance No. 73 Fourth Series, Rezoning Parts of Camelot Subdivision No. 2 from R-3, Limited Multiple Dwelling to M-2, Heavy Industrial. Vote on the motion: Council Member Norland, Freyberg, Steiner and Dehen aye; Spears nay. Motion carried.**

**Res. No. 13-16 Approving Resolution Receiving Preliminary Engineering Report and Calling for Hearing on Project No. 15-02ABCDE 2016 Roe Crest Drive Improvement.**

City Engineer Dan Sarff reported City staff held two neighborhood meetings with the residents of Roe Crest Drive. He stated the general consensus from Roe Crest Drive residents' was that the road needs reconstruction but there are concerns about the addition of a sidewalk. He stated the next step in the process was to set a Public Hearing for Tuesday, February 16, 2016 at 7 p.m. The Resolution before Council would accept the report but would not be agreeing to the City Engineer's recommendation of option 2 which includes a sidewalk. Council will make the final decision concerning the scope of the work after the Public Hearing on February 16, 2016. Mayor Dehen requested clarification on the feasibility of the petition signed by many Roe Crest Drive residents that if a sidewalk is included the width be reduced from 6 feet to 4 feet. City Engineer Sarff reported the sidewalk could possibly be reduced to 5 feet wide sidewalks but reducing to 4 feet would cause difficulties with enough space for multiple pedestrians including wheelchair users. City Engineer Sarff stated in option 2 only one tree would need to be removed but there may be issues with heaving due to tree roots. City Engineer Sarff assured residents that access to homes would be managed. Council Member Spears stated an option mentioned by residents was a path behind the houses. Administrator

Harrenstein stated the alternative of a sidewalk behind the houses would be presented. Administrator Harrenstein noted neighborhood meetings also drew attention to drainage issues. **Council Member Norland moved, seconded by Council Member Steiner to adopt Res. No. 13-16 Approving Resolution Receiving Preliminary Engineering Report and Calling for Hearing on Project No. 15-02 ABCDE 2016 Roe Crest Drive Improvement. Vote on the motion: Council Member Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

#### **2015 End-of-Year Planning and Zoning Report.**

City Planner Fischer reported the document was informational and summarized all the information that the Planning Commission and City Council considered during the year along with the Issued Building Permits-Year to Date Report.

#### **Res. No. 14-16 Approving the Belgrade Avenue Corridor Study.**

Council Member Spears stated the public involvement should include all citizens of North Mankato not limiting participation to those who live on Belgrade Avenue or own businesses on Belgrade Avenue. Administrator Harrenstein reported the transportation study would be one piece of a larger study of Belgrade Avenue which would include land use, design guidelines and the historical nature of the avenue. City Planner Fischer clarified that MAPO is funding the study but the burden to complete and oversee the study is on the City of North Mankato. Administrator Harrenstein stated MAPO is only funding the transportation portion of the Belgrade Avenue Corridor Study and the expense for the rest of the study was estimated at \$10,000. **Council Member Norland moved, seconded by Council Member Freyberg to adopt Res. No. 14-16 Approving the Belgrade Avenue Corridor Study. Vote on the motion: Council Member Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

#### **City Administrator and Staff Comments**

Administrator Harrenstein stated he would meet with any Roe Crest residents who had additional questions after the meeting.

#### **Mayor and Council Comments**

Council Member Freyberg stated that by reviewing the 2015 issued building permits North Mankato had a good year.

Council Member Steiner expressed his condolences to the family of Dan Nienabar, a reporter for the Free Press, who passed away.

Mayor Dchen read a proclamation for Mankato Clinic Thrive into record.

### ***P R O C L A M A T I O N***

*WHEREAS*, Mankato Clinic is celebrating 100 years of caring for this region with a healthy living initiative called Thrive: eat/move/sleep. Thrive is designed to help encourage community members to eat, move, sleep and live as healthy as possible; and

*WHEREAS*, a healthy living initiative is one where this region's organizations, businesses and residents can work together to improve our collective health; and

*WHEREAS*, healthy living focusing in southern Minnesota, together we can inspire one another to make small choices that lead to big changes in our overall health and wellness; and

*WHEREAS*, it is fitting and proper that, to begin a year of health and wellness, that we recognize the tremendous impact this initiative can bring to southern Minnesota.

*NOW THEREFORE I, Mark Dehen, Mayor of North Mankato, proclaim 2016 as:*

***THRIVE***

*In the City of North Mankato, and encourage all citizens to join together to live healthier by eating better, moving more and getting healthy sleep.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of North Mankato, Minnesota, to be affixed on this 19<sup>th</sup> day of January 2016.*

Mayor Dehen announced that on February 27, 2016 the City of North Mankato would have a team pedaling in the Pedal Past Poverty event to raise money for Partners for Affordable Housing.

**Public Comments**

Gary Dubke, 2041 Roe Crest Drive, appeared before Council and encouraged the Council to consider putting the sidewalk behind the homes.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting adjourned at 7:56 p.m.

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Mayor

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City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 7	Department: City Planner	Council Meeting Date: 02/01/16
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**TITLE OF ISSUE:** Public Hearing, 7 pm for Street and Alley Easements Vacation, Block 4, Hodapp's Addition.

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** As part of the process to vacate street and alley easements it is necessary to hold a Public Hearing.

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

**REQUESTED COUNCIL ACTION:**

**For Clerk's Use:**  
  
 Motion By: \_\_\_\_\_  
 Second By: \_\_\_\_\_  
  
 Vote Record:      Aye      Nay  
                      \_\_\_\_\_      \_\_\_\_\_ Freyberg  
                      \_\_\_\_\_      \_\_\_\_\_ Spears  
                      \_\_\_\_\_      \_\_\_\_\_ Steiner  
                      \_\_\_\_\_      \_\_\_\_\_ Norland  
                      \_\_\_\_\_      \_\_\_\_\_ Dehen

**SUPPORTING DOCUMENTS ATTACHED**  
  

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

 Other (specify) Petition, Notice of Public Hearing, Affidavit  
of Publication  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

☐ Workshop  
  
☒ Regular Meeting  
  
☐ Special Meeting

☐ Refer to: \_\_\_\_\_  
☐ Table until: \_\_\_\_\_  
☐ Other: \_\_\_\_\_

## PETITION FOR VACATION

The undersigned property owner hereby petitions the City Council of the City of North Mankato, Minnesota, to vacate the following described street and alley easements.

The alley lying westerly of Lot 3 and the street easement between Lots 2 and 3 and the adjoining street easement 15 feet by 33 feet west of Lots 2 and 3, Subdivision of Block 4, Hodapp's Addition.

Dated this 7<sup>th</sup> day of January 2016.

Heather Anderson

Witness

Thomas P. Hagen

Thomas P. Hagen

Received by City Clerk:

1/7/16

Date

April J. Van Zandt

City Clerk

**NOTICE OF HEARING ON STREET AND ALLEY  
EASEMENTS VACATION  
BLOCK 4, HODAPP'S ADDITION**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, February 1, 2016, commencing at 7:00 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue to consider the vacation of the following street and alley easements vacation of Block 4, Hodapp's Addition:

The alley lying westerly of Lot 3 and the street easement between Lots 2 and 3 and the adjoining street easement 15 feet by 33 feet west of Lots 2 and 3, Subdivision of Block 4, Hodapp's Addition.

April Van Genderen  
City Clerk  
City of North Mankato, Minnesota



# AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.  
County of Blue Earth

John T. Elchert, being duly sworn, on oath says that he is the publisher or authorized agent and employee of the publisher of the newspaper known as The Free Press and The Land, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute 331.02, 331.06, and other applicable laws, as amended.

(B) The printed \_\_\_\_\_ Notice \_\_\_\_\_

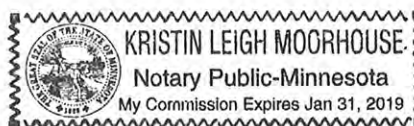
which is attached was cut from the columns of said newspaper, and was printed and published once each week, for \_\_\_\_\_ successive weeks; it was first published on \_\_\_\_\_ Friday \_\_\_\_\_, the \_\_\_\_\_ 22 day of \_\_\_\_\_ January \_\_\_\_\_, 20 \_\_\_\_\_ 16, and was thereafter printed and published on every \_\_\_\_\_ Friday \_\_\_\_\_ to and including \_\_\_\_\_ Friday \_\_\_\_\_, the \_\_\_\_\_ 22 day of \_\_\_\_\_ January \_\_\_\_\_, 20 \_\_\_\_\_ 16; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

By: John T. Elchert  
Publisher

Subscribed and sworn to before me on this \_\_\_\_\_ 22 day of \_\_\_\_\_ January \_\_\_\_\_, 20 \_\_\_\_\_ 16.

Kristin Moorhouse  
Notary Public



January 22, 2016  
NOTICE OF HEARING ON  
STREET AND ALLEY  
EASEMENTS VACATION  
BLOCK 4, HODAPP'S ADDITION  
NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, February 1, 2016, commencing at 7:00 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue to consider the vacation of the following street and alley easements vacation of Block 4, Hodapp's Addition:  
The alley lying westerly of Lot 3 and the street easement between Lots 2 and 3 and the adjoining street easement 15 feet by 33 feet west of Lots 2 and 3, Subdivision of Block 4, Hodapp's Addition.  
April Van Genderen  
City Clerk  
City of North Mankato, Minnesota



City of North Mankato, MN

# Claims List - Regular

By Vendor Name

2/1/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
	**Void**	01/14/2016	Regular	0	-	83878
	**Void**	01/14/2016	Regular	0	-	83879
	**Void**	02/01/2016	Regular	0	-	83953
	**Void**	02/01/2016	Regular	0	-	83954
	**Void**	02/01/2016	Regular	0	-	83982
00008	A+ SYSTEMS GROUP	02/01/2016	Regular	0	149.70	83896
00009	A-1 KEY CITY LOCKSMITHS, INC	02/01/2016	Regular	0	100.00	83897
00029	AG SPRAY EQUIPMENT	02/01/2016	Regular	0	18.45	83898
00036	ALEX AIR APPARATUS, INC.	01/25/2016	Regular	0	3,103.00	83887
00058	AMERICAN ENGINEERING TESTING, INC.	02/01/2016	Regular	0	10,483.24	83899
00061	AMERICAN LIBRARY ASSOCIATION	02/01/2016	Regular	0	124.00	83900
00063	AMERICAN PEST CONTROL	02/01/2016	Regular	0	65.00	83901
00072	ANCOM COMMUNICATIONS	02/01/2016	Regular	0	513.50	83902
00083	ANDERSON-CRANE RUBBER CO. INC.	02/01/2016	Regular	0	149.80	83903
00093	ARNOLD'S OF MANKATO, INC.	02/01/2016	Regular	0	40.13	83904
00101	AT&T MOBILITY	01/14/2016	Regular	0	25.92	83880
00102	AUDIO EDITIONS	02/01/2016	Regular	0	323.75	83905
00120	BARRY STROCK CONSULTING ASSOCIATES, INC	02/01/2016	Regular	0	3,000.00	83906
00156	BLUE EARTH COUNTY FINANCE	02/01/2016	Regular	0	20,687.55	83907
00176	BORDER STATES ELECTRIC SUPPLY	02/01/2016	Regular	0	79.51	83908
00182	BOYER TRUCKS	02/01/2016	Regular	0	37.41	83909
00187	BRANDT, INC.	02/01/2016	Regular	0	331.45	83910
00216	C & S SUPPLY CO, INC.	02/01/2016	Regular	0	189.79	83911
00219	CARDMEMBER SERVICE	01/14/2016	Regular	0	11,115.08	83877
00219	CARDMEMBER SERVICE	02/01/2016	Regular	0	27.98	83912
00221	CARGILL, INC.	02/01/2016	Regular	0	1,973.78	83913
00227	CARQUEST AUTO PARTS STORE	02/01/2016	Regular	0	556.26	83914
00241	CHARTER COMMUNICATIONS	01/25/2016	Regular	0	7.76	83888
00255	CITY OF MANKATO	02/01/2016	Regular	0	81,833.00	83915
02058	CONSOLIDATED COMMUNICATIONS	01/25/2016	Regular	0	481.71	83889
00299	COUNTRYSIDE REFRIGERATION & HEATING, IN	02/01/2016	Regular	0	212.00	83916
00310	CRYSTEEL TRUCK EQUIPMENT, INC	02/01/2016	Regular	0	510.00	83917
00322	DALCO	02/01/2016	Regular	0	84.72	83918
00336	DELTA DENTAL	01/27/2016	Regular	0	886.80	83892
00337	DEMCO, INC.	02/01/2016	Regular	0	512.32	83919
00346	DIESEL SYSTEMS	02/01/2016	Regular	0	221.40	83920
02252	ENERGYWISE RADIANT INC	02/01/2016	Regular	0	200.79	83921
00401	EXPRESS SERVICES, INC.	02/01/2016	Regular	0	822.00	83922
00432	FLEETPRIDE	02/01/2016	Regular	0	17.04	83923
00447	FREE PRESS	02/01/2016	Regular	0	123.64	83924
00453	FREYBERG PETROLEUM SALES, INC.	02/01/2016	Regular	0	71.78	83925
00462	G & K SERVICES	02/01/2016	Regular	0	96.53	83926
00463	G & L AUTO SUPPLY, LLC	02/01/2016	Regular	0	478.79	83927
00465	GALE/CENGAGE LEARNING	02/01/2016	Regular	0	194.90	83928
00469	GANGELHOFF, BRIAN	02/01/2016	Regular	0	14.99	83929
00494	GOPHER STATE ONE-CALL	02/01/2016	Regular	0	100.00	83930
00499	GRAINGER	02/01/2016	Regular	0	54.50	83931
00600	ICMA RETIREMENT TRUST ROTH IRA	01/21/2016	Regular	0	450.00	83881
00601	ICMA RETIREMENT TRUST-457	01/21/2016	Regular	0	2,940.00	83882
00608	INGRAM LIBRARY SERVICES	02/01/2016	Regular	0	1,483.49	83932
00609	INMAN, RICH	02/01/2016	Regular	0	91.00	83933
00646	JOHNSON, KATIE	02/01/2016	Regular	0	39.96	83934
00705	KNUDSON, DAVID	02/01/2016	Regular	0	128.46	83935
00720	KWIK TRIP, INC.	02/01/2016	Regular	0	11,179.90	83936
00731	LAGER'S OF MANKATO, INC.	02/01/2016	Regular	0	204.95	83937
00733	LAKES GAS CO #10	02/01/2016	Regular	0	79.80	83938
00746	LAW ENFORCEMENT LABOR SERVICES, INC.	01/21/2016	Regular	0	490.00	83883

00776	LLOYD LUMBER CO.	02/01/2016	Regular	0	646.45	83939
00796	MAC QUEEN EQUIPMENT, INC.	02/01/2016	Regular	0	237,691.63	83940
00819	MANKATO FORD, INC.	02/01/2016	Regular	0	130.44	83941
00829	MANKATO PUBLIC SCHOOLS	02/01/2016	Regular	0	70.50	83942
00846	MATCO TOOLS	02/01/2016	Regular	0	155.93	83943
00874	MENARDS-MANKATO	02/01/2016	Regular	0	62.83	83944
00902	MINNESOTA IRON & METAL CO	02/01/2016	Regular	0	51.35	83945
00935	MINNESOTA PIPE & EQUIPMENT	02/01/2016	Regular	0	647.58	83946
00950	MINNESOTA STATE UNIVERSITY-MANKATO	02/01/2016	Regular	0	105.76	83947
00910	MINNESOTA VALLEY TESTING LAB, INC.	02/01/2016	Regular	0	218.00	83948
00970	MOBILE GLASS SERVICE	02/01/2016	Regular	0	236.43	83949
01009	NAPA AUTO PARTS - MANKATO	02/01/2016	Regular	0	289.98	83950
01010	NATIONAL INSURANCE SERVICES OF WI, INC.	01/27/2016	Regular	0	79.50	83893
01010	NATIONAL INSURANCE SERVICES OF WI, INC.	01/27/2016	Regular	0	581.01	83894
01010	NATIONAL INSURANCE SERVICES OF WI, INC.	01/27/2016	Regular	0	1,134.21	83895
01018	NCPERS MINNESOTA-UNIT 662400	01/21/2016	Regular	0	208.00	83884
01052	NORTH CENTRAL INTERNATIONAL	02/01/2016	Regular	0	728.00	83951
01057	NORTH MANKATO MOTOR VEHICLE REGISTRA	02/01/2016	Regular	0	1,253.00	83952
01062	NORTHERN SAFETY TECHNOLOGY, INC.	02/01/2016	Regular	0	619.69	83955
01064	NORTHERN STATES SUPPLY, INC.	02/01/2016	Regular	0	12.41	83956
01092	PARTNERS FOR AFFORDABLE HOUSING	02/01/2016	Regular	0	1,000.00	83957
01106	PETTY CASH	02/01/2016	Regular	0	82.58	83958
01136	PRAIRIE RESTORATIONS, INC.	02/01/2016	Regular	0	2,004.99	83959
01161	QUALITY TREE SERVICE	02/01/2016	Regular	0	712.25	83960
01205	RICKWAY, INC.	02/01/2016	Regular	0	65.00	83961
01211	RIVER BEND BUSINESS PRODUCTS	02/01/2016	Regular	0	172.00	83962
01281	SIGN PRO	02/01/2016	Regular	0	134.00	83963
01286	SKARPOHL PRESSURE WASHER SALES	02/01/2016	Regular	0	127.73	83964
01322	SPRINT	01/25/2016	Regular	0	74.90	83890
01323	SPS COMPANIES, INC.	02/01/2016	Regular	0	340.52	83965
01335	STAPLES ADVANTAGE	02/01/2016	Regular	0	876.94	83966
01372	TASER INTERNATIONAL	02/01/2016	Regular	0	19,632.97	83967
01402	TIRE ASSOCIATES	02/01/2016	Regular	0	870.75	83968
01407	TOOL SALES COMPANY	02/01/2016	Regular	0	45.00	83969
01433	TYLER TECHNOLOGIES	02/01/2016	Regular	0	1,520.00	83970
01434	U.S. ENGRAVERS, INC	01/21/2016	Regular	0	63.60	83886
01438	UNIFORMS UNLIMITED INC	02/01/2016	Regular	0	269.00	83971
01441	UNITED RENTALS, INC.	02/01/2016	Regular	0	576.50	83972
01445	UNITED WAY INC	01/21/2016	Regular	0	361.06	83885
01457	US HIGHWAY 169 CORRIDOR COALITION	02/01/2016	Regular	0	1,000.00	83973
01477	VIKING ELECTRIC SUPPLY, INC.	02/01/2016	Regular	0	830.65	83974
01478	VIKING FIRE & SAFETY LLC	02/01/2016	Regular	0	32.59	83975
01492	WACO SCAFFOLDING & SUPPLY CO.	02/01/2016	Regular	0	552.50	83976
02178	WASTE MANAGEMENT OF WI-MN	02/01/2016	Regular	0	4,018.40	83977
01523	WENZEL AUTO ELECTRIC CO	02/01/2016	Regular	0	36.00	83978
01524	WERNER ELECTRIC SUPPLY	02/01/2016	Regular	0	146.02	83979
01525	WEST CENTRAL SANITATION, INC.	02/01/2016	Regular	0	24,616.10	83980
01557	XCEL ENERGY	01/25/2016	Regular	0	83.97	83891
01557	XCEL ENERGY	02/01/2016	Regular	0	18,215.54	83981
01562	ZAHL EQUIPMENT SERVICE, INC.	02/01/2016	Regular	0	172.50	83983
01565	ZEP SALES & SERVICE	02/01/2016	Regular	0	134.90	83984

Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	389	103	0.00	480,799.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	389	108	0.00	480,799.19

## Authorization Signatures

### All Council

The above manual and regular claims lists are approved by:

---

MARK DEHEN- MAYOR

---

KIM SPEARS- COUNCIL MEMBER

---

DIANE NORLAND- COUNCIL MEMBER

---

WILLIAM STEINER- COUNCIL MEMBER

---

ROBERT FREYBERG- COUNCIL MEMBER





CITY OF NORTH MANKATO  
APPLICATION FOR PARADE PERMIT

\$25.00 pd  
receipt #  
P516912

This application, accompanied by a map of the parade route and the required application fee, shall be submitted to our office at least thirty (30) days in advance of the parade date. This parade permit is pending until approval by the City Council and Chief of Police.

Applicant Information

Name:	Kristen Thomas / Lasting Imprint		
Address:	38904 State Hwy 99 St Peter / PO Box 261 Mankato		
City:	St Peter / Mankato	State:	MN
		Zip:	56082 / 56002
Telephone:	507-317-2180		
Sponsoring Organization:	Lasting Imprint		
Address:	PO Box 261		
City:	Mankato	State:	MN
		Zip:	56002
Telephone:	507-317-2180		
Occasion for Parade:	Our Community Has Heart 10/5 K		
Date of Parade:	Sept 17 2016	Estimated Length of Parade:	5K + 10K
Estimated Starting Time:	7:15 am	Estimated Finish Time:	10:15 am
Estimated Number of Participants:	250		
General Composition of Parade:	Walkers, Runners, Strollers		
Start + Finish Spring Lake using portion of Hniker/Tyler/Cross + Webster			

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

Kristen Thomas  
Applicant

1-15-16  
Date

Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

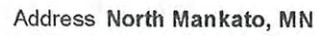
#701  
Chief of Police

1-15-16  
Date

COMMENTS/ADDITIONAL STIPULATIONS:

Police Reserve Needed 7:45 - 10:30 am  
Cones needed from 8:30 - 10:10





5k route above  
10k - route 2 laps.



# CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 6 -2016 SHELTER: SLP #1 FEE: 80<sup>00</sup>

TYPE OF EVENT: Family Picnic DATE VALID: 7-24-16 HOURS: 10:30-3:30

ORGANIZATION: Catholic Order of Foresters SIZE: 80

APPLICANT NAME: Dennis Hue+H

ADDRESS: 412 Tyler Ave CITY: N. Mankato

ZIP: 56003 DAYTIME PHONE #: 387-8156

TENTS: NO ELECTRICITY: yes ALCOHOL: NO

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

AUDIO DEVICES: PA for Bingo  
Amplified music or band requires Council approval

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

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

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

REFER TO COUNCIL: X

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.
- \* Campfires / Bonfires / Fire rings.
- \* 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: \_\_\_\_\_

Applicant

Date

10-1-15

For Office Use Only

Receipt # 200000794

Online

X Book

Park

Police



# CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 24 -2016 SHELTER: Wheeler FEE: 80.00  
TYPE OF EVENT: Mass / Picnic DATE VALID: 9-18-16 HOURS: 7am-3pm

ORGANIZATION: Holy Rosary Church SIZE: 500  
APPLICANT NAME: Jim Theuninck  
ADDRESS: 525 Grant Ave. CITY: N-MKTO  
ZIP: \_\_\_\_\_ DAYTIME PHONE #: 507-387-6501 (church)

TENTS: Free Standing ELECTRICITY: yes ALCOHOL: NO

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

AUDIO DEVICES: PA System  
Amplified music or band requires Council approval

Check to be sure enough Garbage cans available

OTHER: Catered - Weber's

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

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

REFER TO COUNCIL: ✓

\_\_\_\_\_  
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.
- \* Campfires / Bonfires / Fire rings.
- \* 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: \_\_\_\_\_

Applicant

1-26-16  
Date

For Office Use Only

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



RESOLUTION NO.

RESOLUTION WAIVING WAITING PERIOD  
FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR  
HOLY ROSARY CHURCH

WHEREAS, Holy Rosary has made application for exemption from a charitable gambling license to conduct a raffle on May 9, 2016 at Holy Rosary Church within the City of North Mankato, Minnesota, which application was received by the City on February 1, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the City waives the mandatory waiting period concerning the issuance of an exemption from lawful gambling license concerning the above-identified organization.

Adopted by the City Council this 1<sup>st</sup> day of February 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Church of Holy Rosary

Previous Gambling Permit Number: x03302-13-014

Minnesota Tax ID Number, if any: 8373253

Federal Employer ID Number (FEIN), if any: 41-0713877

Mailing Address: 546 Grant Avenue

City: North Mankato State: MN Zip: 56003 County: Nicollet

Name of Chief Executive Officer (CEO): Father Paul van de Crommert

Daytime Phone: 507-387-6501 Email: jimth@hickorytech.net

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Holy Rosary Church

Address (do not use P.O. box): Sherman & Grant Avenue

City or Township: North Mankato Zip: 56003 County: Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing): May 9, 2016

Check each type of gambling activity that your organization will conduct:

☐ Bingo\* ☐ Paddlewheels\* ☐ Pull-Tabs\* ☐ Tipboards\*

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$ 3,000.00)

\* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

# LG220 Application for Exempt Permit

5/15  
Page 2 of 2

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: North Mankato

Signature of City Personnel:

Art J. Van Ginderen

Title: City Clerk Date: 1/26/16

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Father Paul van de Crommert Date: 2-1-16  
(Signature must be CEO's signature; designee may not sign)

Print Name: Father Paul van de Crommert

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- \_\_\_\_\_ a copy of your proof of nonprofit status, and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: #10A	Department: City Planner	Council Meeting Date: 02/01/16																												
<b>TITLE OF ISSUE:</b> Consider Resolution Vacating Street and Alley Easements Block 4, Hodapp's Addition.																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> As part of the process to vacate street and alley easements it is necessary to adopt a Resolution. A Public Hearing was held and all local utility companies have been notified of the proposed vacation and no local utility company has an objection to the street and alley easements vacation.																														
<i>If additional space is required, attach a separate sheet</i>																														
<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Vacating Street and Alley Easements Block 4, Hodapp's Addition.																														
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Petition</u> _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	Table until: _____																													
<input type="checkbox"/>	Other: _____																													

RESOLUTION NO.

RESOLUTION VACATING STREET AND ALLEY EASEMENTS  
BLOCK 4, HODAPP'S ADDITION

WHEREAS, a petition has been submitted, executed by 100 percent of the abutting property owners, requesting vacation of street and alley easements and described as follows:

The alley lying westerly of Lot 3 and the street easement between Lots 2 and 3 and the adjoining street easement 15 feet by 33 feet west of Lots 2 and 3, Subdivision of Block 4, Hodapp's Addition.

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

1. Such street and alley easements are vacated.
2. The City Clerk shall prepare a notice of completion of these proceedings pursuant to statute and shall present the same to the County Auditor and County Recorder.

Adopted by the City Council this 1<sup>st</sup> day of February 2016.

---

Mayor

---

City Clerk

## PETITION FOR VACATION

The undersigned property owner hereby petitions the City Council of the City of North Mankato, Minnesota, to vacate the following described street and alley easements.

The alley lying westerly of Lot 3 and the street easement between Lots 2 and 3 and the adjoining street easement 15 feet by 33 feet west of Lots 2 and 3, Subdivision of Block 4, Hodapp's Addition.

Dated this 7<sup>th</sup> day of January 2016.

Heather Anderson

Witness

Thomas P. Hagen

Thomas P. Hagen

Received by City Clerk:

1/7/16

Date

April J. Van Zener

City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: #10B	Department: Administration	Council Meeting Date: 02/01/16																												
<b>TITLE OF ISSUE:</b> Consider Approving the Revisions to the Agreement with the Minnesota Waste Processing Company, LLC.																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Consider approving revisions to the agreement with Minnesota Waste Processing Company, LLC. Included in the packet is a copy of the original agreement and a redlined copy of the agreement.																														
If additional space is required, attach a separate sheet																														
<b>REQUESTED COUNCIL ACTION:</b> Approve the revisions to the Agreement with the Minnesota Waste Processing Company, LLC																														
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Letter, Liability Insurance, MWPC Operating Fees</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<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: _____																													



2785 White Bear Ave.  
Suite 350  
Maplewood, MN 55109  
Office: 651-266-1199  
Fax: 651-266-1177  
info@morevaluelesstrash.com  
morevaluelesstrash.com

December 23, 2015

Larry Biederman  
Minnesota Waste Processing Company, LLC  
2160 Ringhofer Dr.  
North Mankato, MN 56003

**RE: 2016-2017 Waste Delivery Agreement**

Dear Larry,

The Ramsey/Washington Recycling & Energy Board (R & E Board) and Resource Recovery Technologies (RRT) have entered into a Purchase Agreement for the facility in Newport, MN. Current Waste Delivery Agreements that haulers have with RRT end on December 31, 2015. Enclosed is a Waste Delivery Agreement for your firm for 2016 - 2017. The terms of the agreement are the same for all haulers. The tipping fee will be \$70/ton and will be made effective January 1<sup>st</sup>, 2016 through December 31, 2017.

We look forward to working with you directly in our new role as owner of the Newport facility.

Sincerely,

A handwritten signature in blue ink that reads "Michael Reed". The signature is written in a cursive style.

Michael Reed  
Ramsey/Washington Recycling & Energy Board





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2015

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 4410 Golf Terrace, Suite 202 Eau Claire WI 54701		<b>CONTACT NAME:</b> Kristin Schiferl <b>PHONE (A/C No. Ext):</b> 715-833-7000 <b>FAX (A/C No.):</b> 715-552-3658 <b>E-MAIL ADDRESS:</b> schiferlk@rjfacilities.com	
<b>INSURED</b> LJPENTE LJP Enterprises, Inc., MN Waste Processing Co Inc, LJP Enterprises Trucking LLC, LJP Enterprises Waste & Recycling, LJP Enterprises of Mankato 2160 Ringhofer Drive North Mankato MN 56003		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Western Group <b>INSURER B:</b> The Builders Group <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10804 99999	

**COVERAGES** **CERTIFICATE NUMBER:** 488199680 **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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA302884422	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys D			CPA302884422	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CPA302884422	7/1/2015	7/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		EWC009074	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Inland Marine			CPA302884422	7/1/2015	7/1/2016	Contractors Equipment 1,188,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sustainable Solutions Group LLC & River Hills Mall LLC are included as Additional Insured as required by written contract or agreement limited to the General Liability coverage.

<b>CERTIFICATE HOLDER</b>  Sustainable Solutions Group 101 Harmony Lake Drive Canton GA 30115	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

MWPC Operating Fees				
Rate Increase	Year	Tip Fee with 2.7% Discount	Processing Rate	Operating Fee
	1994	\$78.50	\$61.00	\$17.50
	2000	\$80.56	\$62.65	\$17.91
	2014	\$81.77	\$63.59	\$18.18
	2015	\$83.08	\$64.65	\$18.43
	2016	\$88.28	\$70.00	\$18.28

ORIGINAL COPY

AGREEMENT FOR WASTE  
PROCESSING

AMONG,

MINNESOTA WASTE PROCESSING COMPANY, L.L.C.,

NRG ENERGY, INC.

AND

THE CITY OF NORTH MANKATO

April 4, 1994

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## AGREEMENT FOR WASTE PROCESSING

This Agreement, made and entered into this 4th day of April, 1994, between the City of North Mankato, Minnesota, (hereinafter referred to as the "City"), NRG Energy, Inc., a Delaware corporation with its principal place of business at 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403 (hereinafter referred to as "NRG") and Minnesota Waste Processing Company, L.L.C., a Delaware limited liability company with its principal place of business at Route 4, Box 266, St. Peter, Minnesota 56082 (hereinafter referred to as "MWPC").

WHEREAS, MWPC controls and operates a waste transfer station located in Mankato, Minnesota pending construction of a permanent waste transfer station within the Counties of Blue Earth, Nicollet, Sibley and Le Sueur (hereinafter referred to as the "Counties") to be owned and operated by MWPC; and

WHEREAS, MWPC has contracts with NRG for processing of mixed municipal solid waste; and

WHEREAS, NRG manages or has the contractual right to use resource recovery facilities in the State of Minnesota where mixed municipal solid waste is received and processed into refuse derived fuel, certain other recoverable materials and processed residue; and

WHEREAS, the Counties have established Solid Waste Management Plans in conformance with state and federal policies and statutes; and

WHEREAS, the City, in order to realize the landfill abatement objectives contained within the Solid Waste Management Plan of its County, desires to make NRG facilities for mixed municipal solid waste processing capacity available to City hauler(s); and

WHEREAS, the parties wish to enter into an agreement for an extended period of time;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

### ARTICLE 1 DEFINITIONS

For purposes of this Agreement, where written with an initial capital letter, the following terms, words and phrases listed in alphabetical order shall have the following meanings:

"Acceptable Household Quantities" shall mean waste which is otherwise Unacceptable Waste, but which is contained in garbage, refuse, and municipal solid waste generated from any

permanent or temporary residential dwelling unit; provided, however, that no amount of Hazardous Waste, Infectious Waste or any other waste that is regulated or restricted by law is Acceptable Waste.

"Acceptable Non-Household Quantities" shall mean waste which is otherwise Unacceptable Waste, but which is contained in garbage, refuse, and municipal solid waste generated from commercial, industrial, or community activities, where the quantity of such Unacceptable Waste contained in any load delivered to the Transfer Station constitutes an insignificant portion of such load; provided, however, that no amount of Hazardous Waste, Infectious Waste or any other waste that is regulated or restricted by law is Acceptable Waste.

"Acceptable Waste" or "MSW" shall mean waste delivered by the City which is acceptable and can be further processed at NRG Facilities, including garbage, refuse, and other municipal solid waste from residential, commercial, industrial and community activities that the generator of the waste aggregates for collection and which is not otherwise defined herein as Unacceptable Waste; provided, that waste which is otherwise Unacceptable Waste but which falls within the definitions of Acceptable Household Quantities or Acceptable Non-Household Quantities shall be included within the definition of Acceptable Waste or MSW.

"Confidential Information" shall mean information that is proprietary to a Party including, without limitation, know-how, trade secrets, inventions, discoveries, improvements and ideas or works of authorship or other information relating to the business of a Party; information concerning any past, current or possible future products, projects, or business opportunities or plans of a Party; information about the research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing of products by a Party; and information concerning any past, current or possible future customers or business prospects of a Party.

"Disposal Facilities" shall mean those facilities or sites designated by NRG for the proper disposal of Non-Processible Waste and the residues from the processing of MSW which are not RDF or Recoverable Materials.

"Haulers" shall mean the persons or corporations properly licensed, franchised or otherwise permitted by the City to collect MSW from the City and citizens permitted to dispose of MSW at the Transfer Station.

"Hazardous Waste" shall mean such waste as defined from time to time by local legislation and ordinances, state or federal law, including county regulations and laws of the State of Minnesota, as hazardous.

"Infectious Waste" shall mean such waste as defined from time to time by local regulations and ordinances, state or federal law, including county regulations and laws of the State of Minnesota, as infectious.

"Non-Processible Waste" shall mean waste which cannot be processed at NRG Facilities due to its physical characteristics or potential harmful effects, including but not limited to: steel banding; baling wire; tree trunks or logs greater than 6" in diameter or 5' in length or other overweight or bulky waste; box springs, hide-a-bed or other bulky furniture; rolls of carpeting or other materials greater than 12" in diameter; gasoline, kerosene or propane tanks in any size; pressurized tanks; tires in quantity; fencing materials; plastics in quantity; motor vehicles; automotive engines, transmissions, rear ends, springs, fenders or other major parts of motor vehicles; trailers; agricultural equipment; marine vessels or similar items; farm and other large machinery; nonburnable construction materials; waste except paper products from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants and textile plants.

"NRG Facilities" shall mean resource recovery facilities which are owned, controlled or managed by NRG or for which NRG has a contract to use and which are designed to process Acceptable Waste, including but not limited to the facilities of NRG at Elk River and Newport, Minnesota, and the Prairieland compost facility at Truman, Minnesota.

"Party" or "Parties" shall mean the City, NRG and/or MWPC as the context requires.

"RDF" shall mean refuse derived fuel without regard to its physical or chemical characteristics.

"Recoverable Materials" shall mean ferrous and non-ferrous metals, glass and grits and any other materials for which a market exists.

"Service Fee" shall mean the fee specifically set forth in Article 3 hereof as adjusted from time to time pursuant to the terms of such Article 3.

"Transfer Station" shall mean the waste collection and transfer station located in Mankato, Minnesota controlled and operated by MWPC pending construction of a permanent waste transfer station located in the Counties to be owned and operated by MWPC.

"Unacceptable Waste" shall mean waste which would likely pose a threat to the health or safety or to the environment, or which may cause damage to or adversely affect the operation of NRG Facilities in a material way including, but not limited

to: (a) Hazardous Waste of any kind or nature such as explosives, radioactive materials, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, pesticides, insecticides or drugs; (b) Infectious Waste of any kind or nature such as pathological and biological waste; sanitary sewage and other highly diluted water-carried materials or substances; human or animal waste; sludge, including sewage sludge and septic and cesspool pumpouts; human and animal remains; and (c) other wastes including solvents and liquid wastes; street sweepings; mining waste; incinerator residue; transformers; batteries; aerosol cans; trees; demolition debris; ashes; foundry sand; concrete rubble; rock; gravel or construction debris.

"Utilization Facility" shall mean any entity using any of the RDF or Recoverable Materials from the MSW processed by or for NRG.

## ARTICLE 2 WASTE DELIVERY AND PROCESSING

Section 2.1 Waste Delivery. Commencing on or about July 1, 1994, and during the term of this Agreement, the City shall cause Haulers under contract with the City to deliver all City MSW to MWPC at the Transfer Station, subject at all times to the availability of City MSW. The City shall make a good faith effort to cause such Haulers to deliver to the Transfer Station only Acceptable Waste and such Non-Processible Waste as MWPC may expressly agree to accept for disposal from time to time in its discretion. Nothing in this Section 2.1 shall obligate the City to deliver any minimum quantity of MSW to the Transfer Station.

Section 2.2 Integrated Waste Disposal Plan. The Parties acknowledge and agree that this Agreement supports and meets the requirements of the Counties' Solid Waste Management Plans and has the following additional elements:

- a) Transfer Station. NRG and LJP Enterprises, Inc. have entered into an agreement dated October 29, 1993 creating MWPC for purposes of owning and operating the Transfer Station (the "Formation Agreement").
- b) Processing of MSW. NRG has entered into an agreement dated as of the Formation Agreement with MWPC to accept and remove from the Transfer Station for processing all processible MSW and Non-Processible Waste accepted by the Transfer Station (the "Processing Agreement"). NRG has further entered into an Agreement for Waste Processing Services dated October 19, 1993 with the Prairieland Solid Waste Control Board (the "Prairieland Agreement") and has agreements with other NRG Facilities to process MSW originally delivered to the Transfer Station.



- c) Landfill. NRG has entered into an agreement with the Ponderosa Landfill dated November 10, 1993 for the delivery of Non-Processible Waste accepted by the Transfer Station and residues from the processing of MSW delivered by NRG to Prairieland and other NRG Facilities, which residues are not suitable for use as RDF or other Recoverable Materials (the "Ponderosa Agreement"). Such agreement provides that all Non-Processible Waste delivered by NRG from the Transfer Station and all processed waste residues shall be temporarily stored on a segregated pad devoted exclusively to NRG delivered waste until the completion of the construction by Ponderosa of a separate landfill cell dedicated exclusively to NRG delivered waste and constructed and maintained in conformance to EPA regulations (40 CFR § 258, Subtitle D), which segregated cell must be available for use no later than August 1, 1994. Upon completion of the segregated cell, such temporarily stored waste shall be removed and placed in such dedicated cell and, thereafter, all NRG delivered waste shall be exclusively placed in such dedicated cell. If for any reason, NRG is compelled to utilize another or a different landfill facility to dispose of Non-Processible Waste and residues, NRG shall notify the City in writing. Any such additional or different landfill facility shall conform to all of the environmental safety standards described above as they may be amended by the appropriate governmental environmental authorities.

Section 2.3 Waste Processing and Disposal. Consistent with the integrated waste disposal plan set forth in Section 2.2 above, MWPC shall receive City MSW at the Transfer Station. MSW will be transferred to NRG and will be processed at NRG Facilities. Non-Processible Waste accepted by MWPC and the residues from processing which are not RDF or Recoverable Materials shall be properly disposed of by NRG at the Disposal Facilities. MWPC and NRG shall be solely responsible for the method, location and processing of City MSW and Non-Processible Waste delivered to the Transfer Station.

Section 2.4 Waste Rejection Rights. A vehicle may be denied entrance to the Transfer Station if MWPC has reasonable basis to believe it contains Hazardous Waste, Infectious Waste or any other Unacceptable Waste. In addition, MWPC may require the Hauler, at the Hauler's sole expense, to recover and properly dispose of waste that is deposited upon the tipping floor if said waste contains Hazardous Waste, Infectious Waste or other Unacceptable Waste. MWPC agrees to notify the City in the event a vehicle is denied entrance or is required to recover Unacceptable Waste and to provide to the City the name of the Hauler, the name of the vehicle driver, the time, date of vehicle arrival and the nature of the waste causing the nonacceptance.

Section 2.5 Hazardous and Infectious Waste. In the event MWPC discovers Hazardous Waste or Infectious Waste contained in waste delivered to the Transfer Station or NRG discovers Hazardous Waste or Infectious Waste in waste delivered to the NRG Facilities or Disposal Facilities, MWPC or NRG, as applicable, shall use methods and procedures generally accepted within the industry to separate out such Hazardous Waste or Infectious Waste from such waste. All Hazardous Waste or Infectious Waste separated out from waste at the Transfer Station or Disposal Facilities prior to processing shall be managed by MWPC in accordance with all local, state and federal regulations.

### ARTICLE 3 FEES AND PAYMENT

Section 3.1 Service Fee. The City shall pay MWPC a service fee equal to \$78.50 per ton of Acceptable Waste delivered to the Transfer Station, as adjusted from time to time as provided in this Section 3.1. Such Service Fee shall be adjusted annually as of January 1 of each year during the term hereof, commencing January 1, 1995, by the annual change in the U.S. All Cities Consumer Price Index for Urban Consumers, base 1982-84=100 (CPI-U). Such adjustment shall be effective March 1, 1995, and annually thereafter during the term of this Agreement.

Section 3.2 Disposal Fee. MWPC shall publish and deliver to the City from time to time during the term of this Agreement a list of Non-Processible Waste which MWPC is willing to accept at the Transfer Station together with a schedule of disposal fees for each such item. In the event any Hauler delivers such acceptable items of Non-Processible Waste, MWPC shall invoice and collect from such Hauler the appropriate disposal fee. Disposal fees shall not be billed to the City nor included in the Service Fee.

Section 3.3 Reports. Within ten (10) days of the end of each month during the term of this Agreement, MWPC shall provide the City with a report summarizing the total tons of MSW delivered to the Transfer Station during the prior month, the tons of waste delivered to NRG for processing, the tons of Non-Processible Waste delivered to NRG for disposal and the amount of Unacceptable Waste returned to Haulers.

Section 3.4 Invoices and Payment. Within ten (10) days of the end of each month during the term of this Agreement, MWPC shall produce an invoice for all MSW delivered to the Transfer Station in the immediately preceding month as shown in the report issued by MWPC for such period. Such invoices shall be rendered, at the election of the City, in accordance with the following terms and conditions:

- a) The City may elect to request MWPC to issue the invoice directly to the City. In such case, the invoice shall be

due and payable to MWPC directly by the City within twenty (20) days of the date of invoice; or

- b) The City may elect to request MWPC to issue the invoice to the City's Haulers. If the City elects to request MWPC to render the invoice to the Haulers, such invoice shall be due and payable to MWPC by the Haulers within twenty (20) days of the date of the invoice. Simultaneously with the issuance of the invoice to the Haulers, MWPC shall provide a copy of such invoice to the City. In the event the Haulers fail to pay such invoice by the due date, the City shall pay to MWPC all such deficiencies within three (3) days upon written request from MWPC.
- c) If and for so long as any payment from the City to MWPC pursuant to either Sections 3.4(a) or (b) above is overdue, MWPC may charge interest and late payment fees at the amount of 1 1/2% of the amount of the unpaid balance or at the highest rate permitted by law, whichever is lower; and MWPC further reserves the right to reject delivery of MSW by the City until full amounts due to MWPC from the City have been received.

Irrespective of the method of invoicing selected by the City, the City shall at all times remain fully liable to MWPC for the payment of all Service Fees hereunder. Payment by the City to MWPC of the Service Fee shall in no way entitle the City to any portion of the proceeds from the utilization of RDF or any other Recoverable Materials.

#### ARTICLE 4 MANAGEMENT AND RECORDS

Section 4.1 Coordination. MWPC, NRG and the City shall each appoint a representative who shall be charged with coordinating and managing the affairs of each in relation to this Agreement. The representative for MWPC shall be its general manager. The representative for the City shall be its city administrator. The representative for NRG shall be its director of operations. Any Party may at any time change its designated representative on written notice to the other Parties.

Section 4.2 Access to Records. MWPC shall maintain complete and accurate records of all waste delivered to the Transfer Station, including MSW and Non-Processible Waste delivered to NRG and Unacceptable Waste rejected by MWPC hereunder. MWPC agrees that the City or its duly authorized representative, at any time during normal business hours and as often as the City may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent and involve transactions relating to this Agreement. Such material must be retained for six (6) years by MWPC. MWPC accounting practices and procedures relevant to this

Agreement shall also be subject to examination by any or all of the aforesaid persons as often as and during such times as aforesaid. All such MWPC data shall be kept confidential in accordance with the provisions of Article 8 below. All expenses incurred by the City in examining such records shall be borne by the City.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

In order to induce the City to enter into and perform this Agreement, MWPC and NRG each represent and warrant to the City as follows:

Section 5.1 Organization and Standing. MWPC is a limited liability company duly organized under the laws of the State of Delaware. NRG is a corporation duly organized under the laws of the State of Delaware. Each of MWPC and NRG is validly existing and in good standing, has all requisite corporate authority to carry on its business as now being conducted by it, and is in good standing in each jurisdiction in which the nature of business conducted therein by it requires it to be qualified therein to do business.

Section 5.2 Authority. Each of MWPC and NRG has taken all corporate action necessary for the authorization, execution, delivery and performance of this Agreement.

Section 5.3 Valid and Binding Agreements. This Agreement, when accepted by the City and each of MWPC and NRG, and the NRG Processing Agreement, the NRG/LJP Agreement, the Prairieland Agreement and the Ponderosa Agreement constitute valid and binding agreements and obligations of the applicable parties thereto and are enforceable against each party thereto in accordance with their respective terms and conditions.

Section 5.4 Processing and Disposal of Waste. Acceptable Waste delivered by the City to MWPC shall be disposed of strictly in accordance with the integrated solid waste disposal plan set forth in Section 2.2 hereof and, to that end, MWPC shall deliver all MSW to NRG for processing and all Non-Processible Waste to NRG for disposal and NRG, for its part, shall process all MSW at NRG Facilities and shall provide for the utilization of all RDF and other Recoverable Materials at a Utilization Facility and shall dispose of all MSW residue and Non-Processible Waste at the Ponderosa landfill in segregated landfill facilities dedicated exclusively to NRG delivered waste in accordance with the terms of the Ponderosa Agreement and applicable state and federal environmental regulations, including specifically 40 CFR 258, Subtitle D.

**ARTICLE 6**  
**LIABILITY**

Section 6.1 Indemnification. Each Party agrees to defend, indemnify, and hold the other Parties, their officers, agents, contractors and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, resulting directly or indirectly from or caused by any negligent act and/or omission of its officers, agents, contractors or employees in the performance of this Agreement. This Section 6.1 is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and NRG and MWPG in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf.

Section 6.2 Disclaimer of Liability. No Party shall in any event be liable to another for any special, incidental, indirect, exemplary, punitive or consequential damages such as, but not limited to, lost profits, revenue or good will, interest, loss by reason of shutdown or non-operation of equipment or machinery, increased expense of operation of equipment or machinery, loss of use of equipment or machinery, cost of purchased or replacement services or claims by customers or haulers, whether such loss or cost is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

**ARTICLE 7**  
**INSURANCE**

Section 7.1 Coverage. MWPC shall contract for and maintain during the term of this Agreement such insurance as will protect MWPC from liability arising out of potential claims in connection with the operations and services to be provided by MWPC to the City hereunder for the coverages and in the amounts set forth below:

a) Workers' Compensation and Employer's Liability Insurance:

(i) Workers' Compensation Insurance shall be as required by law and shall include an all-states or universal endorsement.

(ii) Employer's Liability Insurance shall be written for not less than \$100,000 per occurrence.

b) Automobile Liability Insurance, if applicable:

Minimum Limits:

Bodily and Personal Injury      \$1,000,000 per occurrence

Property Damage	\$1,000,000 per occurrence
Annual Aggregate	\$1,000,000

c) General Liability Insurance:

Such policy shall cover normal liabilities arising out of the operation of MWPC's business as contemplated by this Agreement with an annual aggregate coverage of \$1,000,000.

Section 7.2 Notification and Inspection. All such policies of insurance shall be made available by MWPC to the City for inspection and review at the City's request. All certificates evidencing such insurance shall provide that the carrier shall give the City thirty (30) days prior written notice in the event of any cancellation, non-renewal or material reduction in coverage provided under such policy.

**ARTICLE 8**  
**CONFIDENTIALITY**

Section 8.1 Confidential Information. The Parties agree that they will not use or disclose Confidential Information of any other Party to any person not authorized to receive it. In the event of termination of this Agreement, each Party will promptly turn over to the relevant Parties all records and any compositions, articles, devices, apparatus and other items that disclose, describe or embody Confidential Information of such other Parties.

Section 8.2 Protection of Confidential Information. Each Party shall, and shall cause its employees, agents and representatives to, protect all Confidential Information delivered or disclosed to it pursuant to this Agreement against unauthorized disclosure to third parties by maintaining all such Confidential Information in confidence. Each Party shall not, and shall not permit its employees, agents or representatives to, divulge such Confidential Information, in whole or in part, to any third party or to any of its own personnel not having a need to know; provided, that no Party shall be liable for the use or disclosure of Confidential Information which:

- a) was in the possession of the receiving Party prior to its receipt from the disclosing Party;
- b) is or becomes part of the public knowledge or literature through no fault of the receiving Party;
- c) is or becomes available to the receiving Party from a source other than the disclosing Party which source has rightfully obtained such Confidential Information and has no obligation of confidentiality to the disclosing Party with respect thereto; or

- d) is made available by the disclosing Party to a third party unaffiliated with the disclosing Party on an unrestricted basis.

**ARTICLE 9**  
**TERM AND TERMINATION**

Section 9.1 Term and Termination. This Agreement shall take effect as of the date first above written and shall continue in force for an initial period of fifteen (15) years. Thereafter, this Agreement shall be automatically renewed for additional periods of one (1) year each, unless a Party gives the other Parties at least six (6) months' prior written notice of its intention not to renew the Agreement upon the expiration of the initial or any renewal term.

Section 9.2 Other Events Permitting Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated in accordance with the following provisions:

- a) In the event that the City can demonstrate to the reasonable satisfaction of MWPC and NRG that a commercially viable technology or methodology for waste disposal is available to the City which produces the same or superior degree of environmental protection as the integrated waste disposal plan described in Section 2.2 above and which will produce annual economic benefits to the City in excess of twenty-five percent (25%) per year of the annual cost to the City under this Agreement, MWPC and NRG shall within one (1) year of such demonstration by the City, notify the City in writing of their election of one of the following alternatives:

(i) within five (5) years of such election, to incorporate the commercially viable technology and have such technology available for use by the City under this Agreement, with correspondent reductions in the Service Fee to reflect any cost savings to MWPC and NRG; or

(ii) within five (5) years of such election, to match the economic savings to the City were such commercially viable technology to be incorporated; or

(iii) to refuse to perform either (i) or (ii) above, in which case, the City shall have the right to terminate this Agreement upon six (6) months' prior written notice subject to the obligation of the City to pay to MWPC a pro rata share of MWPC's unamortized debt relating to the original cost of the Transfer Station, such pro rata share to be determined by the proportion which the average

annual tonnage of MSW delivered to the Transfer Station by the City over the previous three years (or such shorter period, if applicable) bears to the total average annual tonnage of MSW delivered to the Transfer Station from all sources during such period. The projected cost of the construction of the waste transfer station has been estimated at approximately \$1.25 Million Dollars.

- b) This Agreement may be terminated by the non-breaching Party on written notice if another Party shall be in material breach of its obligations under this Agreement and shall have failed to cure such breach within sixty (60) days after receipt of written notice thereof from the non-breaching Party;
- c) This Agreement may be terminated by a Party on written notice if another Party shall have: (i) been adjudicated bankrupt; (ii) filed a petition of any kind as to its bankruptcy or insolvency; (iii) had a receiver or trustee appointed for or with respect to all or a substantial part of its assets; (iv) entered into any composition with its creditors; (v) made a general assignment for the benefit of its creditors; or (vi) otherwise lost legal control of its business or assets; or
- d) This Agreement may be terminated by a Party on written notice if the performance of another Party of its obligations hereunder shall have been prevented by an event of Force Majeure for a continuous period of more than one hundred eighty (180) consecutive days as provided in Section 10.4 below.

#### **ARTICLE 10** **FORCE MAJEURE**

Section 10.1 Definition. Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any Party, which prevents in whole or in material part the performance by one of the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or, governmental action (other than a discretionary or unilateral act by the City), material changes in law, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

Section 10.2 Notice. Upon giving notice to the other Parties, a Party affected by an event of Force Majeure shall be released



without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause and possible consequences. The Party claiming Force Majeure shall promptly notify the other Parties of the termination of such event.

Section 10.3 Suspension of Performance. During the period that the performance by one of the Parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other Parties may likewise suspend the performance of all or part of their obligations hereunder to the extent that such suspension is commercially reasonable.

Section 10.4 Termination. If the period of Force Majeure continues for more than one hundred eighty (180) consecutive days, a Party whose performance is not prevented by the event of Force Majeure may terminate this Agreement upon written notice to the other Parties.

## ARTICLE 11 GENERAL TERMS AND CONDITIONS

Section 11.1 Independent Contractor. This Agreement does not make any Party hereto the employee, agent, partner, joint venturer or legal representative of any other Party for any purpose whatsoever. No Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of any other Party. In fulfilling its obligations pursuant to this Agreement, each Party hereto shall act as an independent contractor.

Section 11.2 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

Section 11.3 Assignment. No Party may assign or transfer this Agreement to another party without the prior written consent of the other Party; provided, that MWPC and NRG may freely subcontract or sublet all or part of this Agreement to third parties. No such subcontracting or subletting shall operate to relieve MWPC or NRG of their respective obligations hereunder. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties. This Agreement and the rights and obligation arising hereunder shall not be affected by any change in the corporate structure or ownership of the Parties.

Section 11.4 Notices. All notices permitted or required to be given hereunder shall be delivered personally or sent by telecopy

or registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the Parties hereto as set forth above or to such other addresses as the Parties may designate by like notice from time to time. Notices so given shall be effective (a) upon the date of personal delivery, (b) if sent by telecopy, concurrently with the transmission thereof if the sender's machine produces a transmission report without notice of a communication fault, (c) on the fifth (5th) business day following the date on which such notice is mailed by registered or certified mail.

Section 11.5 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by the Parties hereto.

Section 11.6 Severability. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

Section 11.7 Compliance with Applicable Laws. The Parties to this Agreement shall at all times conduct their activities hereunder in accordance with all applicable federal, state and local laws, rules and government regulations.

Section 11.8 Waiver. No failure by a Party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Section 11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

Section 11.10 Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement.

Section 11.11 Remedies Cumulative. Each of the rights and remedies of the Parties set forth in this Agreement shall be cumulative with all other such rights and remedies, as well as with all rights and remedies of the Parties hereto otherwise available at law or in equity.

Section 11.12 Data Privacy. MWPC, NRG and the City agree to abide by the provisions of the Minnesota Government Data Practices Act

and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, and as any of the same may be amended. Each Party agrees to defend and hold the other Parties, their officers, agents and employees harmless from any claims resulting from such Party's unlawful disclosure and/or use of such protected data.

Section 11.13 Affirmative Action. In accordance with the City's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity of MWPC or NRG on the ground of race, creed, color, religion, age, sex, physical or mental disability, marital status, affectional/sexual preference, public assistance status, veteran status, or national origin; and no person who is protected by applicable federal or state laws, rules, and regulations against discrimination shall be otherwise subjected to discrimination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

The City of North Mankato

By: *David L. Dehn*  
Its: *MAYOR*

Date: *4/6/94*, 1994

Attested By: *Marlene A. Peters*  
Its: *City Clerk*

Date: *4/6*, 1994

NRG Energy, Inc., a  
Delaware corporation

By: *Donald J. McCall*  
Its: *Vice president operations & Engineering*

Date: *4/7/94*, 1994

Attested By: *Don E. Blanton*  
Its: *Director Operations*

Date: *7 April*, 1994

Minnesota Waste Processing Company, L.L.C.,  
a Delaware Limited Liability Company

By: *Larry Biederman*  
Its: *Management Committee*  
Date: *4/7/94*, 1994

Attested By: *Don E. Blanton*  
Its: *Management Committee*  
Date: *7 April*, 1994

REDLINE COPY

AGREEMENT FOR WASTE PROCESSING

AMONG

MINNESOTA WASTE PROCESSING COMPANY, LLC,

~~NRG ENERGY, INC.~~

AND

THE CITY OF \_\_\_\_\_

~~APRIL 4, 1994~~  
Dated: \_\_\_\_\_

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## AGREEMENT FOR WASTE PROCESSING

This Agreement, made and entered into this ~~4<sup>th</sup>~~ day of ~~April~~, ~~1994~~2016, between the City of \_\_\_\_\_, Minnesota, (hereinafter referred to as "City"), ~~NRG Energy, Inc., a Delaware corporation with its principal place of business at 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403 (hereinafter referred to as "NRG")~~ and Minnesota Waste Processing Company, LLC, a Delaware limited liability company, with its principal place of business at ~~Route 4, Box 266, St. Peter, Minnesota 56082~~ 31745 410<sup>th</sup> Street, St. Peter, Minnesota, 56082 (hereinafter referred to as "MWPC").

WHEREAS, MWPC controls and operates a waste transfer station located in Mankato, Minnesota ~~pending construction of a permanent waste transfer station within~~ servicing the Counties of Blue Earth, Nicollet, Sibley and Le Sueur (hereinafter referred to as the "Counties") to be owned and operated by MWPC; and

WHEREAS, MWPC has contracts with ~~NRG Washington and Ramsey Counties~~ for processing of mixed municipal solid waste; and

WHEREAS, ~~NRG Washington and Ramsey Counties manages or has the contractual right to use resource recovery facilities in the State of Minnesota own and operate the Newport resource recovery facility (hereinafter referred to as "Newport")~~ where mixed municipal solid waste is received and processed into refuse derived fuel, certain other recoverable materials and processed residue; and

WHEREAS, the Counties have established Solid Waste Management Plans in conformance with state and federal policies and statutes; and

WHEREAS, the City, in order to realize the landfill abatement objectives contained within the Solid Waste Management Plan of its County, desires to make ~~NRG Newport~~ for mixed municipal solid waste processing capacity available to City hauler(s); and

WHEREAS the parties wish to enter into an agreement for an extended period of time;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

### ARTICLE 1 DEFINITIONS

For purposes of this Agreement, where written with an initial capital letter, the following terms, words and phrases listed in alphabetical order shall have the following meanings:

"Acceptable Household Quantities" shall mean waste which is otherwise Unacceptable Waste, but which is contained in garbage, refuse, and municipal solid waste generated from any permanent or

temporary residential dwelling unit; provided, however, that no amount of hazardous Waste, Infectious Waste or any other waste that is regulated or restricted by law is Acceptable Waste. "Acceptable Non-Household Quantities" shall mean waste which is otherwise Unacceptable Waste, but which is contained in garbage, refuse, and municipal solid waste generated from commercial, industrial, or community activities, where the quantity of such Unacceptable Waste contained in any load delivered to the Transfer station constitutes an insignificant portion of such load; provided, however, that no amount of Hazardous Waste, Infectious Waste or any other waste that is regulated or restricted by law is Acceptable Waste.

"Acceptable Waste" or "MSW" shall mean waste delivered by the City which is acceptable and can be further processed at ~~NRG Facilities~~ Newport, including garbage, refuse, and other municipal solid waste from residential, commercial, industrial and community activities that the generator of the waste aggregates for collection and which is not otherwise defined herein as Unacceptable Waste; provided, that waste which is otherwise Unacceptable Waste but which falls within the definitions of Acceptable Household Quantities or Acceptable Non-Household Quantities shall be included within the definition of Acceptable Waste or MSW.

"Confidential Information" shall mean information that is proprietary to a Party including, without limitation, know-how, trade secrets, inventions, discoveries, improvements and ideas or works of authorship or other information relating to the business of a Party; information concerning any past, current or possible future products, projects, or business opportunities or plans of a Party; information about the research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing of products by a Party; and information concerning any past, current or possible future customers or business prospects of a Party.

"Disposal ~~Facilities~~ Facility" shall mean ~~those facilities or sites~~ the "Ponderosa Landfill" designated by ~~NRG~~ MWPC for the proper disposal of Non-Processible Waste and the residues from the processing of MSW which are not RDF or Recoverable Materials.

"Haulers" shall mean the persons or corporations properly licensed, franchised or otherwise permitted by the City to collect MSW from the City and citizens permitted to dispose of MSW at the Transfer Station.

"Hazardous Waste" shall mean such waste as defined from time to time by local legislation and ordinances, state or federal law, including county regulations and laws of the State of Minnesota, as hazardous.



"Infectious Waste" shall mean such waste as defined from time to time by local regulations and ordinances, state or federal law, including county regulations and laws of the State of Minnesota, as infectious.

"Non-Processible Waste" shall mean waste which cannot be processed at ~~NRG Facilities~~ Newport due to its physical characteristics or potential harmful effects, including but not limited to: steel banding; baling wire; tree trunks or logs greater than 6" in diameter or 5" in length or other overweight or bulky waste; box springs, hide-a-bed or other bulky furniture; rolls of carpeting or other materials greater than 12" in diameter; gasoline, kerosene or propane tanks in any size; pressurized tanks; tires in quantity; fencing materials; plastics in quantity; motor vehicles; automotive engines, transmissions, rear ends, springs, fenders or other major parts of motor vehicles; trailers; agricultural equipment; marine vessels or similar items; farm and other large machinery; nonburnable construction materials; waste except paper products from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants and textile plants.

~~"NRG Facilities~~Newport" shall mean resource recovery ~~facilities~~ facility which ~~are~~ are owned, controlled or managed by ~~NRG Washington and Ramsey Counties~~ or for which ~~NRG MWPC~~ has a contract to use and which ~~are~~ is designed to process Acceptable Waste, ~~including but not limited to the facilities of NRG at Elk River and Newport, Minnesota, and the Prairieland compost facility at Truman, Minnesota.~~

"Party" or "Parties" shall mean the City, ~~NRG~~ and ~~or~~ MWPC as the context requires.

"RDF" shall mean refuse derived fuel without regard to its physical or chemical characteristics.

"Recoverable materials" shall mean ferrous and non-ferrous metals, glass and grits and any other materials for which a market exists.

"Service Fee" shall mean the fee specifically set forth in Article 3 hereof as adjusted from time to time pursuant to the terms of such Article 3.

"Transfer Station" shall mean the waste collection and transfer station located in Mankato, Minnesota controlled and operated by MWPC ~~pending construction of a permanent waste transfer station located in the Counties to be owned and operated by MWPC.~~

"Unacceptable Waste" shall mean waste which would likely pose a threat to the health or safety or to the environment, or which may cause damage to or adversely affect the operation of ~~NRG~~



~~Facilities~~ Newport in a material way including, but not limited to: (a) Hazardous Waste of any kind or nature such as explosives, radioactive materials, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, pesticides, insecticides or drugs; (b) Infectious Waste of any kind or nature such as pathological and biological waste; sanitary sewage and other highly diluted water-carried materials or substances; human or animal waste; sludge, including sewage sludge and septic and cesspool pumpouts; human and animal remains; and (c) other wastes including solvents and liquid wastes; street sweepings; mining waste; incinerator residue; transformers; batteries; aerosol cans; trees; demolition debris; ashes; foundry sand; concrete rubble; rock; gravel or construction debris.

"Utilization Facility" shall mean any entity using any of the RDF or Recoverable Materials from the MSW processed by or for ~~NRG~~ Newport.

## ARTICLE 2 WASTE DELIVERY AND PROCESSING

Section 2.1 Waste Delivery. Commencing on or about ~~July~~ March 1, ~~1994~~2016, and during the term of this Agreement, the City shall cause Haulers under contract with the City to deliver all City MSW to MWPC at the Transfer Station, subject at all times to the availability of City MSW. The City shall make a good faith effort to cause such Haulers to deliver to the Transfer Station only Acceptable Waste and such Non-Processible Waste as MWPC may expressly agree to accept for disposal from time to time in its discretion. Nothing in this Section 2.1 shall obligate the City to deliver any minimum quantity of MSW to the Transfer Station.

Section 2.2 Integrated Waste Disposal Plan. The Parties acknowledge and agree that this Agreement supports and meets the requirements of the Counties' Solid Waste Management Plans and has the following additional elements:

- a) Transfer Station. ~~NRG and LJP Enterprises, Inc. have entered into an agreement dated October 29, 1993 creating MWPC for purposes of owning and operating the Transfer Station (the "Formation Agreement").~~ MWPC owns and operates a transfer station in Mankato for the purpose of collection and transporting waste to Newport.
- ~~b)~~ Processing of MSW. ~~NRG MWPC has entered into an agreement dated as of the Formation Agreement with MWPC to accept and remove from the Transfer Station with Washington and Ramsey Counties for processing all processible MSW and Non-Processible Waste accepted by the Transfer Station (the "Processing Agreement").~~ ~~NRG has further entered into an Agreement for Waste Processing Services dated October 19, 1993 with the Prairieland Solid Waste Control Board (the "Prairieland Agreement").~~



~~and has agreements with other NRG Facilities to process MSW originally delivered to the Transfer Station.~~

e) Landfill. ~~NRG MWPC will dispose of all residuals and non-processable waste to the Ponderosa Landfill, thus keeping all possible future liability as it has been the last 22 years. has entered into an agreement with the Ponderosa Landfill dated November 10, 1993 for the delivery of Non-Processable Waste accepted by the Transfer Station and residues from the processing of MSW delivered by NRG to Prairieland and other NRG Facilities, which residues are not suitable for the use as RDF or other Recoverable Materials (the "Ponderosa Agreement"). Such agreement provides that all Non-Processable Waste delivered by NRG from the Transfer Station and all processed waste residues shall be temporarily stored on a segregated pad devoted exclusively to NRG delivered waste until the completion of the construction by Ponderosa of a separate landfill cell dedicated exclusively to NRG delivered waste and constructed and maintained in conformance to EPA regulations (40 CFR § 258, Subtitle D), which segregated cell must be available for use no later than August 1, 1994. Upon completion of the segregated cell, such temporarily stored waste shall be removed and placed in such dedicated cell and, thereafter, all NRG delivered waste shall be exclusively placed in such dedicated cell. If for any reason, NRG is compelled to utilize another or a different landfill facility to dispose of Non-Processable Waste and residues, NRG shall notify the City in writing. Any such additional or different landfill facility shall conform to all of the environmental safety standards described above as they may be amended by the appropriate governmental environmental authorities.~~

Section 2.3 Waste Processing and Disposal. Consistent with the integrated waste disposal plan set forth in Section 2.2 above, MWPC shall receive City MSW at the Transfer Station. MSW will be transferred to **NRG Newport** and will be processed at **NRG Facilities Newport**. Non-Processable Waste accepted by MWPC and the residues from processing which are not RDF or Recoverable Materials shall be properly disposed of by ~~NRG at the Disposal Facilities~~ MWPC at the **Ponderosa Landfill**. MWPC ~~and NRG~~ shall be solely responsible for the method, location and processing of City MSW and Non-Processable Waste delivered to the Transfer Station.

Section 2.4 Waste Rejection Rights. A vehicle may be denied entrance to the Transfer Station if MWPC has reasonable basis to believe it contains Hazardous Waste, Infectious Waste or any other Unacceptable Waste. In addition, MWPC may require the Hauler, at the Hauler's sole expense, to recover and properly dispose of waste that is deposited upon the tipping floor if said waste contains Hazardous Waste, Infectious Waste or other Unacceptable Waste. MWPC agrees to notify



the city in the event a vehicle is denied entrance or is required to recover Unacceptable Waste and to provide to the City the name of the Hauler, the name of the vehicle driver, the time, date of vehicle arrival and the nature of the waste causing the nonacceptance.

Section 2.5 Hazardous and Infectious Waste. In the event MWPC discovers Hazardous Waste or Infectious Waste contained in waste delivered to the Transfer Station or ~~NRG Newport~~ discovers Hazardous Waste or Infectious Waste in waste delivered to ~~the NRG Facilities or Disposal Facilities, Newport.~~ MWPC ~~or NRG, as applicable,~~ shall use methods and procedures generally accepted within the industry to separate out such Hazardous Waste or Infectious Waste from such waste. All Hazardous Waste or Infectious Waste separated out from waste at the Transfer Station or ~~Disposal Facilities Newport~~ prior to processing shall be managed by MWPC in accordance with all local, state and federal regulations.

### ARTICLE 3 FEES AND PAYMENT

Section 3.1 Service Fee. The City shall pay MWPC a service fee equal to ~~\$78.50~~ \$90.73 per ton of Acceptable Waste delivered to the Transfer Station, as adjusted from time to time as provided in this Section 3.1. ~~The initial Service Fee shall be guaranteed for the years 2016 and 2017. Such Service Fee shall be adjusted (increased or decreased) annually as of January 1 of each year during the term hereof, commencing January 1, 1995, by the annual change in the U.S. All Cities Consumer Price Index for Urban Consumers, base 1982-84-100 (CPI-U) in accordance with the pertinent Washington Ramsey Agreements. If the increase would be greater than the Annual CPI-U, the City shall have the option to opt out of the current agreement with sixty (60) days written notice. Such adjustment shall be effective March 1, 1995, and annually thereafter during the term of this Agreement Said adjustment shall be effective as soon as reasonable upon notification of said adjustment.~~

Section 3.2 Disposal Fee. MWPC shall publish and deliver to the City from time to time during the term of this Agreement a list of Non-Processible Waste which MWPC is willing to accept at the Transfer Station together with a schedule of disposal fees for each such item. ~~See Exhibit A for item list. In the event any Hauler delivers such acceptable items of Non-Processible Waste, MWPC shall invoice and collect from such Hauler the appropriate disposal fee. Disposal fees shall not be billed to the City nor included in the Service Fee.~~

Section 3.3 Reports. ~~Upon request, MWPC may, w~~Within ten (10) days of the end of each month during the term of this Agreement, ~~MWPC shall~~ provide the City with a report summarizing the total tons of MSW delivered to the Transfer station during the prior month, the tons of waste delivered to ~~NRG MWPC~~ for processing, the tons of Non-Processible Waste delivered to ~~NRG MWPC~~ for disposal and the amount of Unacceptable Waste returned to Haulers.



Section 3.4 Invoices and Payment. Within ten (10) days of the end of each month during the term of this Agreement, MWPC shall produce an invoice for all MSW delivered to the Transfer Station in the immediately preceding month as shown in the report issued by MWPC for such period. Such invoices shall be rendered, at the election of the City, in accordance with the following terms and conditions:

- a) The City may elect to request MWPC to issue the invoice directly to the City. In such case, the invoice shall be due and payable to MWPC directly by the City within ~~twenty thirty~~ ~~(20)~~ (30) days of the date of invoice. ~~If the City elects to be billed direct and pays MWPC directly, the City will receive a 2.7% discount on said invoice;~~ or
- b) The City may elect to request MWPC to issue the invoice to the City's Haulers. If the City elects to request MWPC to render the invoice to the Haulers, such invoice shall be due and payable to MWPC by the Haulers within ~~twenty thirty~~ ~~(20)~~ (30) days of the date of the invoice. ~~Simultaneously with the issuance of the invoice to the Haulers, MWPC shall provide a copy of such invoice to the City.~~ If the City elects to have the hauler billed and pay for the City waste under a separate account for the City, the hauler will receive a 1.7% discount on behalf of the City. In the event the Haulers fail to pay such invoice by the due date, the City shall pay to MWPC all such deficiencies within three (3) days upon written request from MWPC.
- c) ~~The City may elect to have their waste billed directly to a hauler, and paid by the hauler, under a separate sub account to distinguish the city waste. Such invoice shall be due and payable to MWPC by the Haulers within thirty (30) days of the date of the invoice. If the city elects to have the hauler invoiced this way, the hauler would receive a 1% discount on behalf of the City. In the event the Haulers fail to pay such invoice by the due date, the City shall pay to MWPC all such deficiencies within three (3) days upon written request from MWPC.~~
- d) If and for so long as any payment from the City to MWPC pursuant to either Section s 3.4(a) or (b) ~~or (c)~~ above is overdue, MWPC may charge interest and late payment fees at the amount of 1 ½% of the amount of the unpaid balance or at the highest rate permitted by law, whichever is lower; and MWPC further reserves the right to reject delivery of MSW by the City until full amounts due to MWPC from the City have been received.

Irrespective of the method of invoicing selected by the City, the City shall at all times remain fully liable to MWPC for the payment of all Service Fees hereunder. Payment by the City to MWPC of the Service Fee shall in no way entitle the City to any portion of the proceeds from the utilization of RDF or any other Recoverable Materials.

#### ARTICLE 4 MANAGEMENT AND RECORDS

Section 4.1 Coordination. MWPC, NRG and the City shall each appoint a representative who shall be charged with coordinating and managing the affairs of each in relation to this Agreement. The representative for MWPC shall be its general manager. The representative for the City shall be its City Administrator. ~~The representative for NRG shall be its director of operations.~~ Any Party may at any time change its designated representative on written notice to the other Parties.

Section 4.2 Access to Records. MWPC shall maintain complete and accurate records of all waste delivered to the Transfer Station, including MSW and Non-Processible Waste delivered to NRG the Ponderosa Landfill and Unacceptable Waste rejected by MWPC hereunder. MWPC agrees that the City or its duly authorized representative, at any time during normal business hours and as often as the City may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent and involve transactions relating to this Agreement. Such material must be retained for six (6) years by MWPC. MWPC accounting practices and procedures relevant to this Agreement shall also be subject to examination by any or all of the aforesaid persons as often as and during such times as aforesaid. All such MWPC data shall be kept confidential in accordance with the provisions of Article 8 below. All expenses incurred by the City in examining such records shall be borne by the City.

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES

In order to induce the City to enter into and perform this Agreement, ~~MWPC and NRG each~~ represents and warrants to the City as follows:

Section 5.1 Organization and Standing. MWPC is a limited liability company duly organized under the laws of the State of Delaware. ~~NRG is a corporation duly organized under the laws of the State of Delaware. Each of MWPC and NRG~~ is validly existing and in good standing, has all requisite corporate authority to carry on its business as now being conducted by it, and is in good standing in each jurisdiction in which the nature of business conducted therein by it requires it to be qualified therein to do business.



Section 5.2 Authority. ~~Each of~~ MWPC ~~and NRG~~ has taken all corporate action necessary for the authorization, execution, delivery and performance of this Agreement.

Section 5.3 Valid and Binding Agreements. This Agreement, when accepted by the City and ~~each of~~ MWPC ~~and NRG, and the NRG Processing Agreement, the NRG/LJP Agreement, the Prairieland Agreement and the Ponderosa Agreement~~ constitute valid and binding agreements and obligations of the applicable parties thereto and are enforceable against each party thereto in accordance with their respective terms and conditions.

Section 5.4 Processing and Disposal of Waste. Acceptable Waste delivered by the City to MWPC shall be disposed of strictly in accordance with the integrated solid waste disposal plan set forth in Section 2.2 hereof and, to that end, MWPC shall deliver all ~~processable~~ MSW to ~~NRG Newport~~ for processing and all Non-Processible Waste to ~~NRG the Ponderosa Landfill~~ for disposal and ~~NRG Newport~~, for its part, shall process all MSW ~~at NRG Facilities~~ and shall provide for the utilization of all RDF and other Recoverable Materials at the Utilization Facility. ~~and~~ MWPC shall dispose of all MSW residue and Non-Processible Waste at the Ponderosa Landfill ~~in segregated landfill facilities dedicated exclusively to NRG delivered waste~~ in accordance with the terms of the Ponderosa Agreement and applicable state and federal environmental regulations, including specifically 40 CFR 258, Subtitle D.

## ARTICLE 6 LIABILITY

Section 6.1 Indemnification. Each Party agrees to defend, indemnify, and hold the other Parties, their officers, agents, contractors and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, resulting directly or indirectly from or caused by any negligent act and/or omission of its officers, agents, contractors or employees in the performance of this Agreement. This Section 6.1 is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and ~~NRG and~~ MWPC in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf.

Section 6.2 Disclaimer of Liability. No Party shall in any event be liable to another for any special, incidental, indirect, exemplary, punitive or consequential damages such as, but not limited to, lost profits, revenue or good will, interest, loss by reason of shutdown or non-operation of equipment or machinery, increased expense of operation of equipment or machinery, loss of use of equipment or machinery, cost of purchased or replacement services or claims by

customers or haulers, whether such loss or cost is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

## ARTICLE 7 INSURANCE

Section 7.1 Coverage. MWPC shall contract for and maintain during the term of this Agreement such insurance as will protect MWPC from liability arising out of potential claims in connection with the operations and services to be provided by MWPC to the City hereunder for the coverages and in the amounts set forth below:

- a) Workers' Compensation and Employer's Liability Insurance:
  - a. Workers' Compensation Insurance shall be as required by law and shall include an all-states or universal endorsement.
  - b. Employer's Liability Insurance shall be written for not less than \$100,000.00 per occurrence.
- b) Automobile Liability Insurance, if applicable:
  - a. Minimum Limits:
    - Bodily and Personal Injury: \$1,000,000.00 per occurrence
    - Property Damage: \$1,000,000.00 per occurrence
    - Annual Aggregate: \$1,000,000.00
- c) General Liability Insurance: Such policy shall cover normal liabilities arising out of the operation of MWPC's business as contemplated by this Agreement with an annual aggregate coverage of \$1,000,000.00.

Section 7.2 Notification and Inspection. All such policies of insurance shall be made available by MWPC to the City for inspection and review at the City's request. All certificates evidencing such insurance shall provide that the carrier shall give the City thirty (30) days prior written notice in the event of any cancellation, non-renewal or material reduction in coverage provided under such policy.

## ARTICLE 8 CONFIDENTIALITY

Section 8.1 Confidential Information. The Parties agree that they will not use or disclose Confidential Information of any other Party to any person not authorized to receive it. In the event of termination of this Agreement, each Party will promptly return over to the relevant Parties all records and any compositions, articles, devices, apparatus and other items that disclose, describe or embody Confidential Information of such other Parties.

Section 8.2 Protection of Confidential Information. Each Party shall, and shall cause its employees, agents and representatives to, protect all Confidential Information delivered or disclosed to it pursuant to this Agreement against unauthorized disclosure to third parties by

maintaining all such Confidential Information in confidence. Each Party shall not, and shall not permit its employees, agents or representatives to, divulge such Confidential Information, in whole or in part, to any third party or to any of its own personnel not having a need to know; provided, that no Party shall be liable of the use or disclosure of Confidential Information which:

- a) Was in the possession of the receiving Party prior to its receipt from the disclosing Party;
- b) Is or becomes part of the public knowledge or literature through no fault of the receiving Party;
- c) Is or becomes available to the receiving Party from a source other than the disclosing Party which source has rightfully obtained such Confidential Information and has no obligation of confidentiality to the disclosing Party with respect thereto; or
- d) Is made available by the disclosing Party to a third party unaffiliated with the disclosing Party on an unrestricted basis.

#### ARTICLE 9 TERM AND TERMINATION

Section 9.1 Term and Termination. This Agreement shall take effect as of the date first above written and shall continue in force for an initial period of ~~fifteen~~ eleven ~~(15)~~ (11) years, which conforms with the term of applicable operating agreements and permits. Thereafter, this Agreement shall be automatically renewed for additional periods of one (1) year each, unless a Party gives the other Parties at least six (6) months' prior written notice of its intention not to renew the Agreement upon the expiration of the initial or any renewal term.

Section 9.2 Other Events Permitting Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated in accordance with the following provisions:

- a) In the event that the City can demonstrate to the reasonable satisfaction of MWPC and ~~NRG~~ that a commercially viable technology or methodology for waste disposal is available to the City which produces the same or superior degree of environmental protection as the integrated waste disposal plan described in Section 2.2 above and which will produce annual economic benefits to the City in excess of twenty-five percent (25%) per year of the annual cost to the City under this Agreement, MWPC and ~~NRG~~ shall within one (1) year of such demonstration by the City, notify the City in writing of their election of one of the following alternatives:
  - a. Within five (5) years of such election, to incorporate the commercially viable technology and have such technology available for use by the City under this



Agreement, which correspondent reductions in the Service Fee to reflect any cost savings to MWPC and ~~NRG~~; or

- b. Within five (5) years of such election, to match the economic savings to the City were such commercially viable technology to be incorporated; or
- c. To refuse to perform either (a) or (b) above, in which case, the City shall have the right to terminate this Agreement upon six (6) months' prior written notice subject to the obligation of the City to pay to MWPC a pro rata share of MWPC's unamortized debt relating to the original cost of the Transfer station, such pro rata share to be determined by the proportion which the average annual tonnage of MSW delivered to the Transfer Station by the City over the previous three years (or such shorter period, if applicable) bears to the total average annual tonnage of MSW delivered to the Transfer Station from all sources during such period. The ~~projected cost of the construction of the waste transfer station has been estimated at approximately \$.25 Million Dollars.~~
- b) This Agreement may be terminated by the non-breaching Party on written notice if another Party shall be in material breach of its obligations under this Agreement and shall have failed to cure such breach within sixty (60) days after receipt of written notice thereof from the non-breaching Party;
- c) This Agreement may be terminated by a Party on written notice if another Party shall have: (i) been adjudicated bankrupt; (ii) failed a petition of any kind as to its bankruptcy or insolvency; (iii) had a receiver or trustee appointed for or with respect to all or a substantial part of its assets; (iv) entered into any composition with its creditors; (v) made a general assignment for the benefit of its creditors; or (vi) otherwise lost legal control of its business or assets; or
- d) This Agreement may be terminated by a Party on written notice if the performance of another Party of its obligations hereunder shall have been prevented by an event of Force Majeure for a continuous period of more than one hundred eighty (180) consecutive days as provided in Section 10.4 below.

ARTICLE 10  
FORCE MAJEURE

Section 10.1 Definition. Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any Party, which prevents in whole or in material part the performance by one of the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or, governmental action (other than a discretionary or unilateral act by the City), material changes in law, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightening and explosion.

Section 10.2 Notice. Upon giving notice to the other Parties, a Party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause and possible consequence. The Party claiming Force Majeure shall promptly notify the other Parties of the termination of such event.

Section 10.3 Suspension of Performance. During the period that the performance by one of the Parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other Parties may likewise suspend the performance of all or part of their obligations hereunder to the extent that such suspension is commercially reasonable.

Section 10.4 Termination. If the period of Force Majeure continues for more than one hundred eighty (180) consecutive days, a Party whose performance is not prevented by the event of Force Majeure may terminate this Agreement upon written notice to the other Parties.

## ARTICLE 11 GENERAL TERMS AND CONDITIONS

Section 11.1 Independent Contractor. This Agreement does not make any Party hereto the employee, agent, partner, joint venture or legal representative of any other Party for any purpose whatsoever. No Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of any other Party. In fulfilling its obligations pursuant to this Agreement, each Party hereto shall act as an independent contractor.

Section 11.2 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and

supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

Section 11.3 Assignment. No Party may assign or transfer this Agreement to another party without the prior written consent of the other Party; provided, that MWPC and ~~NRG~~ may freely subcontract or sublet all or part of this Agreement to third parties. No such subcontracting or subletting shall operate to relieve MWPC or ~~NRG~~ of their respective obligations hereunder. This Agreement shall insure to the benefit of and shall be binding on the successors and permitted assigns of the Parties. This Agreement and the rights and obligation arising hereunder shall not be affected by any change in the corporate structure or ownership of the Parties.

Section 11.4 Notices. All notices permitted or required to be given hereunder shall be delivered personal or sent by telecopy or electronically or registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the Parties hereto as set forth above or to such other addresses as the Parties may designate by like notice from time to time. Notices so given shall be effective (a) upon the date of personal delivery, (b) if sent by telecopy, concurrently with the transmission thereof if the sender's machine procures a transmission report without notice of a communication fault, (c) on the fifth (5<sup>th</sup>) business day following the date on which such notice is mailed by registered or certified mail.

Section 11.5 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by the Parties hereto.

Section 11.6 Severability. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

Section 11.7 Compliance with Applicable Laws. The Parties to this Agreement shall at all times conduct their activities hereunder in accordance with all applicable federal, state and local laws, rules and government regulations.

Section 11.8 Waiver. No failure by a Party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Section 11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

Section 11.10 Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement.

Section 11.11 Remedies Cumulative. Each of the rights and remedies of the Parties set forth in this Agreement shall be cumulative with all other such rights and remedies, as well as with all rights and remedies of the Parties hereto otherwise available at law or in equity.

Section 11.12 Data Privacy. MWPC, ~~NRG~~ and the City agree to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, and as any of the same may be amended. Each Party agrees to defend and hold the other Parties, their officers, agents and employees harmless from any claims resulting from such Party's unlawful disclosure and/or use of such protected data.

Section 11.13 Affirmative Action. In accordance with the City's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity of MWPC ~~or NRG~~ on the ground of race, creed, color, religion, age, sex, physical or mental disability, marital status, affectional/sexual preference, public assistance status, veteran status, or national origin; and no person who is protected by applicable federal or state laws, rules, and regulations against discrimination shall be otherwise subjected to discrimination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

The City of \_\_\_\_\_

~~NRG Energy, Inc., a Delaware corporation~~

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Minnesota Waste Processing Company, LLC  
A Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_