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 October 21, 2019. 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: Council Members Steiner, Norland, Oachs, Whitlock, and Mayor Dehen, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, Community Development Director Fischer, Public Works Director Host, and City Clerk Van Genderen.

Approval of Agenda

Council Member Steiner moved, seconded by Council Member Norland, to approve the agenda. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Approval of Council Meeting Minutes October 7, 2019

Council Member Norland moved, seconded by Council Member Whitlock, to approve the minutes of the Council meeting of October 7, 2019. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes October 14, 2019

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council Work Session meeting of October 14, 2019. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Public Hearing, 7:00 p.m.-Ordinance Setting Mayor, and City Council Compensation.

Barb Church, 102 Wheeler Avenue, appeared before Council and expressed concern that the Mayor's pay was higher than the Council Members pay. Ms. Church also expressed concern that the Ordinance establishes regular pay raises based on the cost of living adjustment (COLA).

With no one else appearing, Mayor Dehen closed the Public Hearing.

Public Hearing, 7:00 p.m.-Annexation of 3.58 Acres owned by Burnett Properties LLLP.

Community Development Director Fischer reported the annexation would be of 3.58 acres of land near adjacent to Port Authority land, and the City may purchase the land. The owner petitioned to have the land annexed into the City.

With no one else appearing, Mayor Dehen closed the Public Hearing.

Consent Agenda

Council Member Steiner moved, seconded by Council Member Norland, to approve the Consent Agenda.

- A. Bills and Appropriations.
- B. Res. No. 76-19 Approving Donations/Contributions/Grants.
- C. Approved Parade and Audio Permit for YMCA Stride Race on November 16, 2019, from 8:00 am to 5:00 pm.
- D. Approved Park and Audio Permit for True Value Company Picnic on August 1, 2020, at Spring Lake Park Shelter #1 from 9:00 am to 4:00 pm.
- E. Res. No. 77-19 Declaring Surplus Vehicles and Equipment.
- F. Set a Special Council Meeting for October 28, 2019, at 12:00 p.m. in the North Mankato Council Chambers.

2

G. Set a Public Hearing on November 4, 2019, at 7:00 pm to Consider an Ordinance Repealing and Replacing City Code Chapter 34.4 Local Sales and Use Tax.

Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Public Comments Concerning Business Items on the Agenda

Barb Church, 102 Wheeler Avenue, appeared before Council and indicated she believed it would not be long before the one half of one percent food and beverage tax would be raised to one percent. She encouraged the City to be fiscally conservative and encouraged the Council to vote no.

Business Items

Ordinance No. 118, Fourth Series Amending Chapter 34 and Creating Section 34.60 of the North Mankato City code and Imposing a One Half of One Percent Local Sales Tax on all Sales of Food and Beverages by a Restaurant or Place of Refreshment that is Located within the City of North Mankato.

City Administrator Harrenstein reported the Ordinance would impose a one half of one percent food and beverage tax. The City has been authorized by the State for up to one percent. The Ordinance defines the language used in the Ordinance and defines the locations where the tax will be collected.

Council Member Oachs reviewed the possibility that the imposition of the tax could have a negative impact on local businesses. She also questioned if the revenue would cover the Caswell operating deficit since the deficit seems to continue to grow. She questioned if additional revenue sources were considered. City Administrator Harrenstein stated several factors had compounded the issue, including the lack of lodging tax revenue, which will be remedied in the future. Other items are increasing the revenue at Caswell Park including alcohol sales, concession pricing, and growing advertisement. Mayor Dehen noted the lodging tax could only be used for promotions where the food and beverage tax can be used for the operating budget. The food and beverage tax would also tax those that are visiting North Mankato and could be used on operations. He stated the City would like to stay away from increasing property tax. Mayor Dehen noted that Mankato has had the food and beverage tax for several years, and people still go out to eat in Mankato and are not visiting North Mankato to eat because of the tax. Council Member Oachs questioned why the tax was only being imposed on food and beverage if Caswell is a community/regional asset because then everyone should pay for the asset. City Administrator stated the food and beverage tax is not the local sales and use tax. The local sales and use tax must be used for capital improvements not operating budgets. He reported the City has agreed to subsidize Caswell to benefit the region. City Administrator Harrenstein noted the food and beverage tax might also be used for other regional events. Council Member Norland noted Caswell brings between 35,000 to 50,000 visitors to the region every year with an economic impact between 5 and 7 million dollars. She noted she was willing to pay \$10.05 for her \$10.00 breakfast at a local restaurant to help support the facility. Council Member Steiner noted he had heard an overwhelming request from residents to say no to the tax. Council Member Whitlock stated he had heard more people support the tax than not support the tax. Mayor Dehen stated he understood Council Member Steiner's position but noted he must also vote for the best of the majority, and he does not believe raising property taxes would be a good option. Council Member Oachs reported the food and beverage tax is based on consumption, while property taxes would have everyone help pay for the community asset.

Council Member Norland moved, seconded by Council Member Whitlock to adopt Ordinance No. 118, Fourth Series Amending Chapter 34 and Creating Section 34.60 of the North

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Mankato City code and Imposing a One Half of One Percent Local Sales Tax on all Sales of Food and Beverages by a Restaurant or Place of Refreshment that are Located within the City of North Mankato. Vote on the motion: Norland, Whitlock, and Dehen aye; Steiner and Oachs nays. Motion carried.

Res. No. 78-19 Approving a Special Law Authorizing a Food & Beverage Tax for North Mankato.

City Administrator Harrenstein reported the resolution is separate from the Ordinance and is necessary for final authorization of the tax with the State.

Council Member Norland moved, seconded by Council Member Steiner to Adopt No. 78-19 Approving a Special Law Authorizing a Food & Beverage Tax for North Mankato. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Ordinance No. 119, Fourth Series An Ordinance Setting Mayor and City Council Compensation.

City Administrator Harrenstein reported the Mayor and Council Member positions had not received increases for many years, and the workload of the Council Members has increased with additional committee work and increased meetings. Council Member Steiner noted the Mayor has many additional duties, and the increased pay for Mayor is deserved. Mayor Dehen noted the increase would not take effect until 2021, after the next election.

Council Member Norland moved, seconded by Council Member Whitlock to adopt Ordinance No. 119, Fourth Series An Ordinance Setting Mayor and City Council Compensation. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Ordinance No. 120, Fourth Series, An Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County, Minnesota Pursuant to Minnesota Statues 414.033 Subdivision 2(3), Permitting Annexation by Ordinance.

Council Member Norland moved, seconded by Council Member Steiner to adopt Ordinance No. 120, Fourth Series, An Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County, Minnesota Pursuant to Minnesota Statues 414.033 Subdivision 2(3), Permitting Annexation by Ordinance. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Res. No. 79-19 Calling for a Public Hearing on Consenting to the Issuance of Educational Facility Revenue Refunding Notes (Bethany Lutheran College Project), on November 25, 2019, at noon in the North Mankato City Council Chambers.

City Administrator Harrenstein noted the resolution calls for a hearing on November 25, 2019, and does not obligate the City to provide the conduit bond.

Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res. No. 79-19 Calling for a Public Hearing on Consenting to the Issuance of Educational Facility Revenue Refunding Notes (Bethany Lutheran College Project), on November 25, 2019, at noon in the North Mankato City Council Chambers. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Open Forum

Tom Hagen, 927 Lake Street, appeared before Council and reported he attended the open house that was presented by the downtown development businesses of Frandsen Bank and the Rooftop Bar +Kitchen. He stated they had not heard of the Zahn report and requested the City invite Zahn to speak.

City Administrator and Staff Comments

City Administrator Harrenstein noted businesses on Commerce Drive were hosting a Trick or Treat on Commerce on October 26, 2019, from 2 pm to 4 pm with Ignition Fitness allowing hosting a free Ninja course at 3 pm.

City Administrator Harrenstein noted the firefighter fundraiser on October 27th from 8 am to noon. Dad's Belgian waffle feed carry out available.

Public Works Director Host noted leaf collection has begun and will continue until all leaves are picked up or the weather prevents collection. He noted Commerce Drive's final asphalt layer should be laid this week, weather permitting.

Public Works Director Host noted the sidewalks in lower north that were dug up due to Center Point Energies project should be restored in the upcoming weeks, weather permitting.

Finance Director McCann reported City Council would be reviewing the Capital Improvement Fund, TIF Funds, Caswell Funds, and the Library Funds during a Council Work Session before the Truth in Taxation hearings in December.

Mayor and Council Comments

Council Member Oachs thanked the City for the fall drop off event.

Council Member Norland encouraged residents to mulch their leaves into their yards and if they were not going to mulch to not pile the leaves in the street and gutter.

Council Member Steiner requested clarification on the fall drop-off and recycling. City Administrator Harrenstein commented the sharing tent would return in 2020.

At 7:52 p.m. on a motion by Council Member Steiner, seconded by Council Member Norland, the Council Meeting was adjourned.

	Mayor	
City Clerk		

Pursuant to due call and notice thereof, a special meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on October 28, 2019. Mayor Dehen called the meeting to order at 12:49 p.m., asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Council Members Norland, Oachs, Whitlock, Steiner, and Mayor Dehen, City Administrator Harrenstein, Finance Director McCann, Community Development Director Fischer, and City Clerk Van Genderen.

Public Hearing, 12:00 p.m.-Tax Increment Financing District IDD No. 1-26.

City Administrator Harrenstein reported the resolution is required to open the TIF District. He reported the project would promote redevelopment of unused and underused land, create jobs and enhance the local tax base.

With no one else appearing, Mayor Dehen closed the Public Hearing.

Business Items

Res. No. 80-19 of the City Council of the City of North Mankato Approving Tax Increment Financing District IDD No. 1-26.

Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res. No. 80-19 of the City Council of the City of North Mankato Approving Tax Increment Financing District IDD No. 1-26. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

At 12:52 p.m. on a motion by Council Member Steiner, seconded by Council Member Norland, the Council Meeting was adjourned.

	Mayor	
City Clerk	<u> </u>	

COUNCIL WORK SESSION October 28, 2019

Pursuant to due call and notice thereof, a Council Work Session of the North Mankato City Council was held at the Council Chambers at 1001 Belgrade Avenue on October 28, 2019. Mayor Dehen called the meeting to order at 12:54 p.m. The following were present for roll call: Mayor Dehen, Council Members Norland, Oachs, Whitlock, and Steiner, City Administrator Harrenstein, Finance Director McCann, and City Clerk Van Genderen.

Review Proposed 2020 Capital Facilities & Equipment Fund

Finance Director McCann reported the revenues to include the sale of old equipment and transfers in from the General Fund, Water, Sewer, and Storm Water for total revenue of \$457,500. Expenditures were broken down by department. General government expenditures included remodeling in City Hall, Community Development is purchasing new computers and software, the Police Department, is replacing squad cars, and the Fire Department budgeted for new Breathing Air Compressor & Cascade Bottles. Total projected expenditures for 2020 is \$183,648. Council Member Norland noted the City and Nicollet County share a piece of equipment.

Review Proposed 2020 Sales Tax Fund

Finance Director McCann reviewed the proposed 2020 Sales Tax Fund. He noted the 0.5 percent sales tax is projected to bring in close to \$600,000 in 2020. Approximately \$215,078 of funds will cover a portion of the 14/41 Interchange, and \$80,000 is reserved for bleachers and a turf study for the Caswell North Soccer Fields. City Administrator Harrenstein stated plans to continue the partnership with Mankato United and the WPSL has requested additional bleachers, a press box, and a place for players to change. He reported there might be additional costs associated with professional fees concerning the proposed indoor recreation facility. Finance Director McCann reported there was also a transfer out to the Debt Service Fund for previous bonds. Mayor Dehen requested clarification if the increased sales tax includes internet sales. Finance Director McCann reported it does include some collected sales tax, but additional funds may come following the passage of an updated Sales and Use Ordinance. City Administrator Harrenstein reported in the coming years the fund budgets 5-8 million dollars to fund voter backed purposes, which may include matching funds for an indoor field house if the project receives State Bonding.

Review Proposed 2020 Caswell Sports Fund

Finance Director McCann reported total proposed revenue of \$536,065 and total expenditures of \$495,791. Revenues include increased funds from field fees, admissions, and concessions, hotelmotel tax, food, and beverage tax and transfers in. Expenditures include personnel, supplies, services and charges and capital outlay.

Review Proposed Gambling 10% Fund

Finance Director McCann reported the fund is the proceeds from the 10% Gambling Tax and requires the proceeds be used to support qualified local non-profits and charities. He noted the City currently had budgeted \$17,000 expenditures in 2020, but there is capacity to provide funds for additional charities because the fund is projected to have a revenue of \$32,000.

Review Proposed Library Endowment Fund

Finance Director McCann reported the fund was established with a donation of \$50,000 from the Taylor Foundation. Revenues include contributions and donations to specific library programs and events, and the expenditures include the actual cost for those events. Any shortfalls are covered by a transfer from the General Fund.

COUNCIL WORK SESSION October 28, 2019

Finance Director McCann reported the staff would provide an updated CIP and the completed proposed 2020 Budgetbook to Council, and the Truth in Taxation hearing will be held on December 2, 2019, at 7:00 p.m.

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2019, at 7:00 p.m.

Council Member Norland moved, seconded by Council Member Steiner, to close the Council Work Session at 1:19 p.m.

41		
	Mayor	
City Clerk		



CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9	Department: Finance	Council Meeting Date: 11/4/19			
TITLE OF ISSUE: Public Hearing-7:00 pm to Consider an Ordinance Repealing and Replacing City Code Chapter 34.4 through 34.5 Local Sales and Use Tax.					
BACKGROUND AND SUPPLEMENTAL INFORMATION: The League of Minnesota Cities contacted City staff along with other cities to make them aware of potential loopholes in the current Local Sales and Use Tax language that allowed internet sales not to be taxed by local sales and use taxes. City staff has consulted with the League of Minnesota Cities, the Department of Revenue, and the City Attorney to repeal and replace the City's current Local Sales and Use Tax to close any potential loopholes in the language.					
REQUESTED COUNCIL ACTION: Co	onduct Public Hearing	If additional space is required, attach a separate sheet			
Motion By: Second By: Vote Record: Aye Norland Oachs Whitlock Steiner Dehen	Resolution Ordinar X	NG DOCUMENTS ATTACHED ce Contract Minutes Map Public Hearing Notice			
Workshop X Regular Meeting Special Meeting	Refer Table	until:			

NOTICE OF PUBLIC HEARING

CITY OF NORTH MANKATO COUNTY OF NICOLLET STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, November 4, 2019, at a meeting of the Council beginning at approximately 7:00 p.m. at the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, to consider an Ordinance repealing and replacing City Code Chapter 34.4 through 34.5 Local Sales and Use Tax. To view the complete ordinance please contact the City Clerk.

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

Dated: This 22nd day of October 2019.

BY ORDER OF THE NORTH MANKATO CITY COUNCIL

/s/April Van Genderen April Van Genderen City Clerk



The Free Press THE LAND

P.O. Box 3287, Mankato, MN 56002 www.mankatofreepress.com phone: (507) 344-6314, fax: (507) 625-1149

Affidavit of Publication

STATE OF MINNESOTA, COUNTY OF BLUE EARTH, SS.

Steve Jameson, being duly sworn, on oath states as follows: 1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331 A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 10/25/19, 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:

abcdefqhiikImnopgrsluvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 35.37.

5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Notice of Public Hearing October 25, 2019 CITY OF NORTH MANKATO

CITY OF NORTH MANKATO COUNTY OF NICOLLET STATE OF MINNESOTA NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, November 4, 2019, at a meeting of the Council beginning at approximately 7:00 p.m. at the North Mankato Municipal Building, 1001 Belgrade Avenue,

a meeting of the Council beginning at approximately 7:00 p.m. at the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, to consider an Ordinance repealing and replacing City Code Chapter 34.4 through 34.5 Local Sales and Use Tax. To view the complete ordinance please contact the City Clerk.

All interested persons may ap-

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

Doted: This 22nd day of October 2019.
BY ORDER OF THE NORTH MANKATO CITY COUNCIL /s/April Van Genderen April Van Genderen

FURTHER YOUR AFFIANT SAITH NOT,

Ву

Steve Jameson, Publisher

Sworn to and subscribed before me, this day 10/25/2019

Notary Public



ORDINANCE NO. 121, FOURTH SERIES

AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA, REPEALING AND REPLACING CHAPTER 34.4 THROUGH 34.5 OF THE CITY CODE, LOCAL SALES AND USE TAX

THE CITY COUNCIL OF THE CITY OF NORTH MANKATO DOES HEREBY ORDAIN:

- **Section 1. Authority.** Pursuant to Laws 2017, 1st Special Session Chapter 1, Article 5, Section 17, amends Laws 2008 Chapter 366, Article 7, Section 20 the Minnesota Legislature has authorized the City of North Mankato to impose a local sales and use tax to provide revenues to pay the costs of collecting and administering the tax to the commissioner of revenue of the state of Minnesota and to finance the capital and administrative costs related to the funding of designated projects as defined in Laws 2017, 1st Special Session Chapter 1, Article 5, Section 17 and approved by the voters at the 2016 referendum.
- **Section 2. Definitions.** For purposes of this chapter, the following words, terms, and phrases have the meanings given them in this section unless the language or context clearly indicates a different meaning is intended.
 - (a) City. "City" means the City of North Mankato, Minnesota.
- **(b)** Commissioner. "Commissioner" means the commissioner of revenue of the state of Minnesota or a person to whom the commissioner has delegated functions.
- (c) **Designated projects.** "Designated projects" means the acquisition and development of regional parks, hiking and biking trails, existing and new recreational facilities, expansion of the North Mankato Taylor Library, riverfront redevelopment and lake improvement projects as authorized by the Minnesota Legislature in 1st Special Session Chapter 1, Article 5, Section 17, amends Laws 2008 Chapter 366, Article 7, Section 20 and approved by the voters at the 2016 referendum.
- (d) State sales and use tax laws and rules. "State sales and use tax laws and rules" means those provisions of the state revenue laws applicable to state sales and use tax imposition, administration, collection, and enforcement, including Minnesota Statutes, chapters 270C, 289A, 297A, and Minnesota Rules, chapter 8130, as amended from time to time.
- Section 3. Local sales and use tax imposed; amount of tax; coordination with state sales and use tax laws and rules. A local sales tax is imposed in the amount of one-half of one percent on the gross receipts from sales at retail sourced within city limits which are taxable under the state sales and use tax laws and rules. A local use tax is imposed in the amount of one-half of one percent on the storage, use, distribution or consumption of goods or services sourced within city limits which are taxable under the state sales and use tax laws and rules. All of the provisions of the state sales and use tax laws and rules apply to the local sales and use tax imposed by this chapter. The local sales and use tax imposed by this chapter shall be collected and remitted to the commissioner on any sale or purchase when the state sales tax must be collected and remitted to the commissioner under the state sales and use tax laws and rules and is in addition to the state sales and use tax.
- Section 4. Effective date of tax; transitional sales. Except as otherwise provided herein, the local sales and use tax imposed by this chapter shall apply to sales and purchases made on or after October 1, 2008. The local sales and use tax imposed by this chapter shall not apply to:

- (a) The gross receipts from retail sales or leases of tangible personal property made pursuant to a bona fide written contract, which unconditionally vests the rights and obligations of the parties thereto, provided that such contract was enforceable prior to October 1, 2008 and that delivery of the tangible personal property subject thereto is made on or before October 1, 2008.
- **(b)** The gross receipts from retail sales made pursuant to a bona fide lump sum or fixed price construction contract, which unconditionally vests the rights and obligations of the parties thereto and which does not make provision or allocation of future taxes, provided that such contract was enforceable prior to October 1, 2008 and that delivery of the tangible personal property used in performing such construction contract is made before March 31, 2009.
- (c) The purchase of taxable services, including utility services, if the billing period includes charges for services furnished before and after October 1, 2008, but the local sales and use tax imposed by this chapter shall apply on the first billing period not including charges for services furnished before October 1, 2008.
- (d) Lease payments for tangible personal property and motor vehicles that includes a period before and after October 1, 2008, but the local sales and use tax imposed by this chapter shall apply on a prorated basis to lease payment amounts attributable to that portion of the lease payment period on or after October 1, 2008 and on the entire lease payment for all lease payment periods thereafter.

Section 5. Tax Clearance; Issuance of Licenses.

- (a) The city may not issue or renew a license for the conduct of a trade or business within the city if the commissioner notified the licensing division of the city that the applicant owes delinquent city taxes as provided in this chapter, or penalties or interest due on such taxes.
 - (1) City taxes include sales and use taxes provided in this article. Penalties and interest are penalties and interest due on taxes included in this definition.
- **(b)** Delinquent taxes does not include a tax liability if: (i) an administrative or court action which contests the amount or validity of the liability has been filed or served, (ii) the appeal period to contest the tax liability has not expired, or (iii) the applicant has entered into a payment agreement and is current with the payments.
- (c) Applicant means an individual if the license is issued to or in the name of an individual or the corporation or partnership if the license is issued to or in the name of a corporation or partnership.
 - (1) A copy of the notice of delinquent taxes given to the licensing division of the city shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests in writing, within 30 days of receipt of the notice of hearing, then, a contested hearing shall be held under the same procedures as provided in Minn. Stat. 270A for the state sales and use tax imposed under Minn. Stat. 297A; provided further that if a hearing must be held on the state sales and use tax, hearings must be combined.

Section 6. Deposit of revenues; costs of administration; termination of tax.

(a) All of the revenues, interest, and penalties derived from the local sales and use tax imposed by this chapter collected by the commissioner and remitted to the city shall be deposited by the city finance director in the city treasury and shall be credited to the fund established to pay the

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costs of collecting the local sales and use tax imposed by this chapter and to finance the capital and administrative costs directly related to completing the designated projects.

- (b) The local sales and use tax imposed by this chapter shall terminate at the earlier of: (1) December 31, 2038; or (2) when the City Council determines that \$15 million, plus an amount sufficient to pay the costs related to issuing bonds and interest on the bonds has been received from the local sales and use tax imposed by this chapter to pay for all the capital and administrative costs directly related to completing the designated projects. Any funds remaining after payment of all such costs and retirement or redemption of the bonds shall be placed in the general fund of the city. The local sales and use tax imposed by this chapter may terminate at an earlier time if the City Council so determines by ordinance.
- **Section 7. Agreement with the commissioner.** The city may enter into an agreement with the commissioner regarding each party's respective roles and responsibilities related to the imposition, administration, collection, enforcement, and termination of the local sales and use tax imposed by this chapter. Any such agreement shall not abrogate, alter, or otherwise conflict with the state sales and use tax laws and rules, this ordinance, or 2017, 1st Special Session Chapter 1, Article 5, Section 17, amends Laws 2008 Chapter 366, Article 7, Section 20.

Section 8. Summary publication. The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

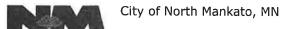
Pursuant to a voter-approved referendum, the city is authorized to and will impose a local sales and use tax of one-half of one percent on retail sales made after October 1, 2008 to be used to fund certain designated projects related to the acquisition and development of regional parks, hiking and biking trails, existing and new recreational facilities, expansion of the North Mankato Taylor Library, riverfront redevelopment and lake improvement projects.

Section 9. This Ordinance shall be in full force and effect from and after its passage and publication.

Passed by the City Council of the City of City of North Mankato, Minnesota, this 4th day of November, 2019.

Ayes:	
Nays:	
	Attest:
Mayor	City Clerk
Published in the paper	

Claims List - Regular



By Vendor Name
Date Range: 11-4-19

Ve	endor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	ink Code: APBNK-AP	PBNK					
	8000	A+ SYSTEMS GROUP	11/04/2019	Regular	0	224.55	91871
	0009	A-1 KEY CITY LOCKSMITHS, INC	11/04/2019	Regular	0	25.00	91872
	0029	AG SPRAY EQUIPMENT	11/04/2019	Regular	0	219.61	91873
	168	ANDERSON, JACOB	10/29/2019	Regular	0	240.00	91869
	133	BELGRADE TOWNSHIP TREASURER	10/24/2019	Regular	0	310.60	91868
	137	BENCO ELECTRIC COOPERATIVE	10/29/2019	Regular	0	1,000.00	91870
	163	BLUE VALLEY SOD, INC.	11/04/2019	Regular	0	156.00	91874
	158	BURKE, MIKE	10/21/2019	Regular	0	4,750.00	91854
	221	CARGILL, INC.	11/04/2019	Regular	0	1,805.50	91875
	757	CINTAS	11/04/2019	Regular	0	183.20	91876
	255	CITY OF MANKATO	11/04/2019	Regular	0	4,940.29	91877
	262	CITY OF ST PETER	11/04/2019	Regular	0	213.16	91878
	172	DEMARAIS, AIDAN	11/04/2019	Regular	0	2,750.00	91879
	392	ENERGY SALES, INC.	11/04/2019	Regular	0	1,132.86	91880
	401	EXPRESS SERVICES, INC.	11/04/2019	Regular	0	858.97	91881
	432	FLEETPRIDE	11/04/2019	Regular	0	11.70	91882
	447	FREE PRESS	11/04/2019	Regular	0	707.37	91883
	561	HILLTOP FLORIST & GREENHOUSE	11/04/2019	Regular	0	70.00	91884
	167	HJERPE CONTRACTING, INC.	11/04/2019	Regular	0	141,024.65	91885
	171	JAMES, TIM	11/04/2019	Regular	0	2,750.00	91888
	166	K-TECH SPECIALTY COATINGS, INC	11/04/2019	Regular	0	2,146.38	91889
	763	LEWIS, CHAD	10/23/2019	Regular	0	350.00	91857
	797	MAC TOOLS DISTRIBUTOR	11/04/2019	Regular	0	64.98	91890
	110	MAKING FACES MANKATO	10/23/2019	Regular	0	650.00	91858
	818	MANKATO FAMILY YMCA	11/04/2019	Regular	0	39,327.08	91891
		MANKATO FORD, INC.	11/04/2019	Regular	0	20.46	91892
	829	MANKATO PUBLIC SCHOOLS	11/04/2019	Regular	0	150.85	91893
		MATHESON TRI-GAS, INC.	11/04/2019	Regular	0	42.29	91894
		MEJIA, MINDY	11/04/2019	Regular	0	337.46	91895
		MIDWEST AQUACARE	11/04/2019	Regular	0	2,800.00	91896
		MINNESOTA BUREAU OF CRIMINAL APPREHEN	11/04/2019	Regular	0	270.00	91897
		MINNESOTA DEPARTMENT OF TRANSPORTATI		Regular	0	1,106.23	91898
		MINNESOTA DEPARTMENT OF TRANSPORTATI	10/18/2019	Regular	0	13,348.44	91848
		MINNESOTA PAVING & MATERIALS	11/04/2019	Regular	0	459.37	91899
		MOBILE GLASS SERVICE	11/04/2019	Regular	0	531.97	91900
		NAJWA'S CATERING	11/04/2019	Regular	0	1,714.17	91901
010		NORTH MANKATO MOTOR VEHICLE REGISTRA		Regular	0	64.25	91902
		NORTHERN COMFORT	11/04/2019	Regular	0	1,330.00	91903
033		NOVEL SOLAR THREE LLC (DBA GREEN STREET		Regular	0	6,759.26	91904
030		NUTRIEN AG SOLUTIONS, INC.	11/04/2019	Regular	0	32.80	91905
020		OFFICE OF ADMINISTRATIVE HEARINGS	10/23/2019	Regular	0	100.00	91861
010		O'REILLY AUTOMOTIVE, INC.	11/04/2019	Regular	0	54.97	91906
010		OVERHEAD DOOR CO. OF MANKATO, INC.	11/04/2019	Regular	0	199.90	91907
026		PATHSTONE CAFE & CATERING	11/04/2019	Regular	0	278.32	91908
031		PEDERSEN, RYAN	10/21/2019	Regular	0	6,250.00	91855
011			11/04/2019	Regular	0	122.36	91909
031			11/04/2019	Regular	0	123,675.00	91910
011		POWERPLAN/RDO EQUIPMENT	11/04/2019	Regular	0	1,719.34	91911
031		RADEMAKER, CHAD	11/04/2019	Regular	0	438.00	91912
012				Regular	0	1,262.02	91913
014			11/04/2019	Regular	0	3,283.23	91914
004				Regular	0	744.00	91915
015			10/18/2019	Regular	0	270,761.24	91849
015			11/04/2019	Regular	0	944,714.74	91916
001			10/18/2019	Bank Draft	0	219.67	DFT0003500
020		CONSOLIDATED COMMUNICATIONS	10/23/2019	Bank Draft	0	60.91	DFT0003505
020	58 (CONSOLIDATED COMMUNICATIONS	10/23/2019	Bank Draft	0	1,497.99	DFT0003506

02058	CONSOLIDATED COMMUNICATIONS	10/23/2019	Bank Draft	0	42.94	DFT0003507
02058	CONSOLIDATED COMMUNICATIONS	10/23/2019	Bank Draft	0	37.75	DFT0003508
02058	CONSOLIDATED COMMUNICATIONS	10/23/2019	Bank Draft	0	206.36	DFT0003509
02058	CONSOLIDATED COMMUNICATIONS	10/23/2019	Bank Draft	0	209.70	DFT0003510
02750	DPS MEDIA	10/18/2019	Bank Draft	0	178.47	DFT0003501
02232	ERBERT & GERBERT'S	10/25/2019	Bank Draft	0	91.97	DFT0003519
00608	INGRAM LIBRARY SERVICES	10/29/2019	Bank Draft	0	1,752.64	DFT0003522
02026	INTERNATIONAL CODE COUNCIL	10/25/2019	Bank Draft	0	135.00	DFT0003520
00733	LAKES GAS CO #10	10/29/2019	Bank Draft	0	132.50	DFT0003521
01322	SPRINT	10/23/2019	Bank Draft	0	36.14	DFT0003503
01335	STAPLES ADVANTAGE	10/16/2019	Bank Draft	0	382.97	DFT0003499
01335	STAPLES ADVANTAGE	10/23/2019	Bank Draft	0	198.39	DFT0003504
00105	AUTO VALUE MANKATO	11/06/2019	EFT	0	135.90	2299
03142	BEYER, CURT	11/06/2019	EFT	0	306.00	2300
00172	BOHRER, TOM	11/06/2019	EFT 🔩	0	255.00	2301
00176	BORDER STATES ELECTRIC SUPPLY	11/06/2019	EFT	0	76.64	2302
03143	BOWE, MICHAEL	11/06/2019	EFT	0	153.00	2303
00216	C & S SUPPLY CO, INC.	11/06/2019	EFT	0	37.98	2304
02706	CORE & MAIN LP	11/06/2019	EFT	0	117.53	2305
00310	CRYSTEEL TRUCK EQUIPMENT, INC	11/06/2019	EFT	0	840.60	2306
02294	D & K POWDER COATING	11/06/2019	EFT	0	225.46	2307
00350	DISPLAY SALES, INC.	11/06/2019	EFT	0	7,805.00	2308
00373	ECKERT, LELAND	11/06/2019	EFT	0	204.00	2309
00463	G & L AUTO SUPPLY, LLC	11/06/2019	EFT	0	320.98	2310
03150	GOETTL, DAVID	11/06/2019	EFT	0	382.50	2311
03145	HANSON, ALAN	11/06/2019	EFT	0	433.50	2312
00609	INMAN, RICH	11/06/2019	EFT	0	447.37	2313
00657	JT SERVICES	11/06/2019	EFT	0	1,114.00	2314
02523	KRAUSE, TOM	11/06/2019	EFT	0	144.67	2315
00776	LLOYD LUMBER CO.	11/06/2019	EFT	0	1,557.30	2316
00825	MANKATO MOTOR COMPANY	11/06/2019	EFT	0	512.01	2317
00874	MENARDS-MANKATO	11/06/2019	EFT	0	656.69	2318
00902	MINNESOTA IRON & METAL CO	11/06/2019	EFT	0	14.00	2319
00910	MINNESOTA VALLEY TESTING LAB, INC.	11/06/2019	EFT	0	166.00	2320
01052	NORTH CENTRAL INTERNATIONAL	11/06/2019	EFT	0	23.61	2321
01056	NORTH MANKATO FIREMEN'S RELIEF ASSOCIA		EFT	0	75,241.73	2322
02005	PANTHEON COMPUTERS	11/06/2019	EFT	0	6,533.36	2323
01090	PARAGON PRINTING, MAILING & SPECIALTIES	11/06/2019	EFT	0	4,741.49	2324
03141	PIPES, ROGER	11/06/2019	EFT	0	459.00	2325
01179	RED FEATHER PAPER CO.	11/06/2019	EFT	0	167.70	2326
01211	RIVER BEND BUSINESS PRODUCTS	11/06/2019	EFT	0	277.06	2327
01263	SCHWICKERT'S TECTA AMERICA LLC	11/06/2019	EFT	0	1,063.00	2328
01281	SIGN PRO	11/06/2019	EFT	0	178.00	2329
01396	THURSTON, KEVIN	11/06/2019	EFT	0	102.00	2330
01407	TOOL SALES COMPANY	11/06/2019	EFT	0	33.00	2331
03144	VELDHUISEN, ROGER	11/06/2019	EFT	0	306.00	2332
01486	VON BERGE, DAVID	11/06/2019	EFT	. 0	120.01	2333
03146	WESTRUP, CHRISTOPHER	11/06/2019	EFT	0	229.50	2334
00234		10/29/2019	Bank Draft	0	1,199.23	DFT0003523
02003	MINNESOTA DEPT OF REVENUE	10/24/2019	Bank Draft	0	6,413.79	DFT0003516
01557		10/18/2019	Bank Draft	0	180.81	DFT0003498
01557	XCEL ENERGY	10/29/2019	Bank Draft	0	19,881.93	DFT0003524
				\$	1,726,723.32	109

Authorization Signatures

All Council The above manual and regular claims lists for 11-4-19 are approved by: MARK DEHEN- MAYOR DIANE NORLAND- COUNCIL MEMBER WILLIAM STEINER- COUNCIL MEMBER SANDRA OACHS- COUNCIL MEMBER JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

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

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

Donor	Restriction	Amount	
Barbara Thiem	Paver Brick	\$75.00	
ABATE of Minnesota	Donation for Police Reserve	\$200.00	
Jo Marie Robbins	Library	\$100.00	
Κ.			
		00	
TOTAL	2	\$375.00	

Adopted by the City Council this 4th day of November 2019.

Mayor

City Clerk

A RESOLUTION DESIGNATING THE POLLING PLACES FOR 2020

WHEREAS, The City of North Mankato Minnesota, pursuant to Minnesota Statue §204B.16 POLLING PLACES; DESIGNATION, is required each year to designate by resolution a polling place for each election precinct.

NOW THEREFORE, be it resolved by the City Council of the City of North Mankato, Minnesota as follows:

Precinct 1	St. Paul's Lutheran Church 304 Monroe Avenue
Precinct 2	Holy Rosary School 546 Grant Avenue
Precinct 3	Police Annex Community Room 1001 Belgrade Avenue
Precinct 4	Oak Terrace West 1570 Tower Boulevard
Precinct 5	Peace Lutheran Church 2090 Commerce Drive
Precinct 6	Fire Station No. 2 1825 Howard Drive
Precinct 7	Monarch Meadows 2135 LorRay Drive

Adopted by the City Council of the City of North Mankato, County of Nicollet, State of Minnesota, this the 4th day of November 2019.

	Mayor	
ATTEST		

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12A	Department: Finance	Council Meeting Date: 11/4/19					
TITLE OF ISSUE: Consider Ordinance 121, Fourth Series, An Ordinance of the City of North Mankato, Minnesota Repealing and Replacing City Code Chapter 34.4 through 34.5 Local Sales and Use Tax.							
staff along with other cities to make ther language that allowed internet sales not	n aware of potential loopholo to be taxed by local sales and nent of Revenue, and the Cit	eague of Minnesota Cities contacted City les in the current Local Sales and Use Tax d use taxes. City staff has consulted with the ty Attorney to repeal and replace the City's he language.					
If additional space is required, attach a separate sheet REQUESTED COUNCIL ACTION: Adopt Ordinance 121, Fourth Series, An Ordinance of the City of North Mankato, Minnesota Repealing and Replacing City Code Chapter 34.4 through 34.5 Local Sales and Use Tax.							
	SUPPOR	RTING DOCUMENTS ATTACHED					
Motion By:	Resolution Ordin	nance Contract Minutes Map					
Vote Record: Aye Nay Norland Oachs Whitlock Steiner Dehen	Other (specify)						
Workshop X Regular Meeting Special Meeting	Tal	ble until:her:					

ORDINANCE NO. 121, FOURTH SERIES

AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA, REPEALING AND REPLACING CHAPTER 34.4 THROUGH 34.5 OF THE CITY CODE, LOCAL SALES AND USE TAX

THE CITY COUNCIL OF THE CITY OF NORTH MANKATO DOES HEREBY ORDAIN:

- **Section 1. Authority.** Pursuant to Laws 2017, 1st Special Session Chapter 1, Article 5, Section 17, amends Laws 2008 Chapter 366, Article 7, Section 20 the Minnesota Legislature has authorized the City of North Mankato to impose a local sales and use tax to provide revenues to pay the costs of collecting and administering the tax to the commissioner of revenue of the state of Minnesota and to finance the capital and administrative costs related to the funding of designated projects as defined in Laws 2017, 1st Special Session Chapter 1, Article 5, Section 17 and approved by the voters at the 2016 referendum.
- **Section 2. Definitions.** For purposes of this chapter, the following words, terms, and phrases have the meanings given them in this section unless the language or context clearly indicates a different meaning is intended.
 - (a) City. "City" means the City of North Mankato, Minnesota.
- **(b)** Commissioner. "Commissioner" means the commissioner of revenue of the state of Minnesota or a person to whom the commissioner has delegated functions.
- (c) Designated projects. "Designated projects" means the acquisition and development of regional parks, hiking and biking trails, existing and new recreational facilities, expansion of the North Mankato Taylor Library, riverfront redevelopment and lake improvement projects as authorized by the Minnesota Legislature in 1st Special Session Chapter 1, Article 5, Section 17, amends Laws 2008 Chapter 366, Article 7, Section 20 and approved by the voters at the 2016 referendum.
- (d) State sales and use tax laws and rules. "State sales and use tax laws and rules" means those provisions of the state revenue laws applicable to state sales and use tax imposition, administration, collection, and enforcement, including Minnesota Statutes, chapters 270C, 289A, 297A, and Minnesota Rules, chapter 8130, as amended from time to time.
- Section 3. Local sales and use tax imposed; amount of tax; coordination with state sales and use tax laws and rules. A local sales tax is imposed in the amount of one-half of one percent on the gross receipts from sales at retail sourced within city limits which are taxable under the state sales and use tax laws and rules. A local use tax is imposed in the amount of one-half of one percent on the storage, use, distribution or consumption of goods or services sourced within city limits which are taxable under the state sales and use tax laws and rules. All of the provisions of the state sales and use tax laws and rules apply to the local sales and use tax imposed by this chapter. The local sales and use tax imposed by this chapter shall be collected and remitted to the commissioner on any sale or purchase when the state sales tax must be collected and remitted to the commissioner under the state sales and use tax laws and rules and is in addition to the state sales and use tax.
- Section 4. Effective date of tax; transitional sales. Except as otherwise provided herein, the local sales and use tax imposed by this chapter shall apply to sales and purchases made on or after October 1, 2008. The local sales and use tax imposed by this chapter shall not apply to:

- (a) The gross receipts from retail sales or leases of tangible personal property made pursuant to a bona fide written contract, which unconditionally vests the rights and obligations of the parties thereto, provided that such contract was enforceable prior to October 1, 2008 and that delivery of the tangible personal property subject thereto is made on or before October 1, 2008.
- (b) The gross receipts from retail sales made pursuant to a bona fide lump sum or fixed price construction contract, which unconditionally vests the rights and obligations of the parties thereto and which does not make provision or allocation of future taxes, provided that such contract was enforceable prior to October 1, 2008 and that delivery of the tangible personal property used in performing such construction contract is made before March 31, 2009.
- (c) The purchase of taxable services, including utility services, if the billing period include charges for services furnished before and after October 1, 2008, but the local sales and use tax imposed by this chapter shall apply on the first billing period not including charges for services furnished before October 1, 2008.
- (d) Lease payments for tangible personal property and motor vehicles that includes a period before and after October 1, 2008, but the local sales and use tax imposed by this chapter shall apply on a prorated basis to lease payment amounts attributable to that portion of the lease payment period on or after October 1, 2008 and on the entire lease payment for all lease payment periods thereafter.

Section 5. Tax Clearance; Issuance of Licenses.

- (a) The city may not issue or renew a license for the conduct of a trade or business within the city if the commissioner notified the licensing division of the city that the applicant owes delinquent city taxes as provided in this chapter, or penalties or interest due on such taxes.
 - (1) City taxes include sales and use taxes provided in this article. Penalties and interest are penalties and interest due on taxes included in this definition.
- **(b)** Delinquent taxes does not include a tax liability if: (i) an administrative or court action which contests the amount or validity of the liability has been filed or served, (ii) the appeal period to contest the tax liability has not expired, or (iii) the applicant has entered into a payment agreement and is current with the payments.
- (c) Applicant means an individual if the license is issued to or in the name of an individual or the corporation or partnership if the license is issued to or in the name of a corporation or partnership.
 - (1) A copy of the notice of delinquent taxes given to the licensing division of the city shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests in writing, within 30 days of receipt of the notice of hearing, then, a contested hearing shall be held under the same procedures as provided in Minn. Stat. 270A for the state sales and use tax imposed under Minn. Stat. 297A; provided further that if a hearing must be held on the state sales and use tax, hearings must be combined.

Section 6. Deposit of revenues; costs of administration; termination of tax.

(a) All of the revenues, interest, and penalties derived from the local sales and use tax imposed by this chapter collected by the commissioner and remitted to the city shall be deposited by the city finance director in the city treasury and shall be credited to the fund established to pay the

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costs of collecting the local sales and use tax imposed by this chapter and to finance the capital and administrative costs directly related to completing the designated projects.

- (b) The local sales and use tax imposed by this chapter shall terminate at the earlier of: (1) December 31, 2038; or (2) when the City Council determines that \$15 million, plus an amount sufficient to pay the costs related to issuing bonds and interest on the bonds has been received from the local sales and use tax imposed by this chapter to pay for all the capital and administrative costs directly related to completing the designated projects. Any funds remaining after payment of all such costs and retirement or redemption of the bonds shall be placed in the general fund of the city. The local sales and use tax imposed by this chapter may terminate at an earlier time if the City Council so determines by ordinance.
- **Section 7. Agreement with the commissioner.** The city may enter into an agreement with the commissioner regarding each party's respective roles and responsibilities related to the imposition, administration, collection, enforcement, and termination of the local sales and use tax imposed by this chapter. Any such agreement shall not abrogate, alter, or otherwise conflict with the state sales and use tax laws and rules, this ordinance, or 2017, 1st Special Session Chapter 1, Article 5, Section 17, amends Laws 2008 Chapter 366, Article 7, Section 20.

Section 8. Summary publication. The following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance pursuant to Minnesota Statutes section 412.191:

Pursuant to a voter-approved referendum, the city is authorized to and will impose a local sales and use tax of one-half of one percent on retail sales made after October 1, 2008 to be used to fund certain designated projects related to the acquisition and development of regional parks, hiking and biking trails, existing and new recreational facilities, expansion of the North Mankato Taylor Library, riverfront redevelopment and lake improvement projects.

Section 9. This Ordinance shall be in full force and effect from and after its passage and publication.

Passed by the City Council of the City of City of North Mankato, Minnesota, this 4th day of November, 2019.

Ayes:	
Nays:	
	Attest:
Mayor	City Clerk
Published in the paper	

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12B	partment: Finance	Council Meeting Da	te: 11/4/19			
FITLE OF ISSUE: Consider Resolution Ordering Preparation of Report on Improvement Projects No. 19-07 DEF Dakota Meadows Safe Routes to School, 19-06 ABCDEF 300 and 400 Block Monroe Avenue, 19-05 ABCDEF 300 Block Harrison Avenue.						
BACKGROUND AND SUPPLEMENTAL Engineer Dan Sarff.		If additional space is requir	red, altach a separate sheet			
REQUESTED COUNCIL ACTION: Adopt Projects No. 19-07 DEF Dakota Meadows S Avenue, 19-05 ABCDEF 300 Block Harriso	afe Routes to School, 19-0 n Avenue.	6 ABCDEF 300 and 4	00 Block Monroe			
Motion By: Second By: Vote Record: Aye Norland Oachs Whitlock Steiner Dehen	Resolution Ordin X Other (specify)	TING DOCUMENTS tance Contract Minu Memo				
Workshop X Regular Meeting Special Meeting		fer to: ple until: ner:				



Real People. Real Solutions.

1960 Premier Drive Mankato, MN 56001-5900

> Ph: (507) 625-4171 Fax: (507) 625-4177 Bolton-Menk.com

MEMORANDUM

Date: October 30, 2019

To: John Harrenstein, City Administrator

From: Daniel R. Sarff, P.E., City Engineer

CC: Nate Host, Public Works Director

Kevin McCann, Finance Director

Subject: 2020 Reconstruction and Improvement Projects

The following reconstruction and improvement projects will be considered by the City for construction in 2020:

- Harrison Avenue from Cross Street to Range Street (Project No. 19-05 ABCDEF): Proposed improvements include the complete reconstruction of the street, curb & gutter, sidewalk, sanitary sewer, watermain and storm sewer, and the installation of street lighting.
- Monroe Avenue from Center Street to Range Street (Project No. 19-06 ABCDEF): Proposed improvements include the complete reconstruction of the street, curb & gutter, sidewalk, sanitary sewer, watermain and storm sewer, and the installation of street lighting.
- Dakota Meadows Safe Routes to School (SRTS) Improvements (City Project No. 19-07 DEF): Proposed improvements include the construction of a multipurpose trail on the south side of Howard Drive from Lookout Drive to Lor Ray Drive, construction of a multi-purpose trail from Howard Drive to Carlson Drive, trail lighting, and pedestrian actuated mid-block crossing signs on Howard Drive and on Carlson Drive. A portion of this project is being funded by a grant through the Transportation Alternatives Program.

It is anticipated that these projects will be financed using a special assessment general obligation bond. As such, the first step in the improvement process is to authorize the preparation of a preliminary engineering report by the City Engineer to evaluate the feasibility of the proposed projects by establishing the need for the improvements, outlining the necessary improvements, providing information on estimated cost, and establishing a project timeline.

Recommended Action: Adopt resolution authorizing the preparation of a preliminary engineering report. A copy of the resolution is included in Council Packet.

Bollon & Menk is an equal importunity employer

RESOLUTION NO.

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT PROJECTS NO. 19-07 DEF DAKOTA MEADOWS SAFE ROUTES TO SCHOOL, 19-06 ABCDEF 300 AND 400 BLOCK MONROE AVENUE, 19-05 ABCDEF 300 BLOCK HARRISON AVENUE

WHEREAS, it is proposed to make improvements in the City; and

WHEREAS, Project No. 19-07 DEF Dakota Meadows Safe Routes to School improvements may include construction of a multipurpose trail on the south side of Howard Drive to Lor Ray Drive; construction of a multipurpose trail with lighting improvements from Howard Drive to Carlson Drive and the construction of a pedestrian crossing warning systems for mid-block crossings on Howard Drive and Carlson Drive; and

WHEREAS, Project No. 19-06 ABCDEF 300 and 400 Block Monroe Avenue improvements may include sanitary sewer improvements, watermain improvements, storm sewer improvements, street improvements, sidewalk/trail improvements, turf establishment/erosion control, and other related improvements; and

WHEREAS, Project No. 19-05 ABCDEF 300 Block Harrison Avenue improvements may include sanitary sewer improvements, watermain improvements, storm sewer improvements, street improvements, sidewalk/trail improvements, turf establishment/erosion control, and other related improvements; and

WHEREAS, it is proposed to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429;

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

That the proposed improvements, called City Project No. 19-07 DEF, City Project No. 19-06 ABCDEF and City Project No. 19-05 ABCDEF to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council this 4th day of November 2019.

A TETEROTE	Mayor	
ATTEST:		
City Clerk		



Agenda Item #12C	Department: Finance	Council Meeting Date: 11/4/19				
FITLE OF ISSUE: Consider Resolution	on Authorizing a Five Year Ext	ension of the Contract with West Central				
Sanitation for the Collection of Residen	ntial Solid Waste and Recyclab	le Materials.				
		y of North Mankato and West Central				
	anitation entered into a contract for collection of residential solid waste and recyclable materials in 2014 as part f a bid process. The contract expires on December 31, 2019.					
a blu process. The contract expires	on December 31, 2013.					
		If additional space is required, attach a separate sheet				
REQUESTED COUNCIL ACTION: A	pprove Resolution Authorizing	g a Five Year Extension of the Contract				
vith West Central Sanitation for the Co	ollection of Residential Solid W	Vaste and Recyclable Materials.				
	SUPPOPT	FING DOCUMENTS ATTACHED				
Motion By:	Resolution Ordina	ance Contract Minutes Map				
8	X	X				
ote Record: Aye Nay Norland	Other (specify)					
Oachs						
Whitlock Steiner	-					
Dehen						
Workshop	Refe	er to:				
<u> </u>						
X Regular Meeting	Tab	le until:				
Special Meeting	Othe	er:				
	II .					

RESOLUTION NO.

RESOLUTION AUTHORIZING A FIVE YEAR EXTENSION OF THE CONTRACT WITH WEST CENTRAL SANITATION FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

WHEREAS, the City of North Mankato currently contracts with West Central Sanitation for the collection of residential solid waste and recyclable materials; and

WHEREAS, the current contract expires on December 31, 2019; and

WHEREAS, the current agreement provides for five, one year extensions or one, five year extension; and

WHEREAS, West Central has requested one five year extension.

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

- 1. The contract is extended to December 31, 2024.
- 2. All other existing terms from the existing contract entered into the 9th day of December 2014 remain in effect.

Dated this	of	2019	
		Mayor	
ATTEST:			
City Clerk			

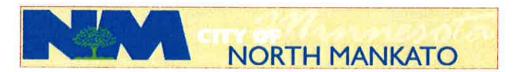
CONTRACT

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

Project I.D.: 13M172

Prepared For The City of North Mankato, Minnesota

November, 2014



Prepared by:
Foth Infrastructure & Environment
8550 Hudson Blvd North, Suite 105
Lake Elmo, MN 55042



CITY OF NORTH MANKATO

CONTRACT FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

TABLE OF CONTENTS

1	Term of Contract	1
2	Definitions	2
3	Scope of Work: General Description	9
4	Operations: General to All Collections Services.	10
5	Collection Services	11
6	Collection Equipment	
7	Employees	
8.	Liquidated Damages	
9	Compliance with Laws	
10	Non-Discrimination	
11	Indemnity	24
12	Insurance	24
13	Licenses and Taxes	25
14	Transferability of Contract	25
15	Exclusive Contract for Ongoing Solid Waste and Recycling Collection Services Only	
16	Default and Termination	26
17	Payment for Base Collection Services	26
18	Annual Fuel Adjustments on the Fuel Portion of the BCF	28
19	Fee Calculation for Additional Collection Services.	28
20	Conflict of Interest	
21	Force Majeure	
22	Governing Law	
23	Miscellaneous Provisions	

Appendices

Appendix A. Map of Route Sectors by Collection Day

X:\MS\IE\2013\13M172-00\10000 Reports\Final North Mankato WCS Contract 11-24-14.docx



CITY OF NORTH MANKATO

CONTRACT FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

060
This Contract, is made and entered into this 4th day of December 2014, by and
between the City of North Mankato, a Municipal Corporation under the laws of the State of
Minnesota (hereinafter called the "City") and West Central Sanitation, Inc., a corporation under
the laws of the State of Minnesota, and having its principal place of business at 4089 Abbott
Drive, Willmar, MN 56201 (hereinafter called the "Contractor").

WITNESSETH

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

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

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

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

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

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

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

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

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

1 Term of Contract

1.1 This Contract shall commence on January 1, 2015 and shall remain in full force and effect through December 31, 2019, unless terminated in accordance with Section 16 of this Contract.

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

Page 1

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

2 Definitions

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

Additional Collection Service Options for Residents The collection services above the Base Collection Services, including, but not limited to:

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

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

Base Collection Services

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

Bulky Waste

Rubbish such as stoves, refrigerators, water heaters, washing machines, "white goods", bicycles, lawn mowers, lawn chairs, furniture and other waste material other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bags or cart. Bulky household waste does not include electronic waste.

Bundle

Tree, shrub and brush trimmings or newspapers securely tied together forming an easily handled package not exceeding 48 inches in length and 18 inches in diameter and not exceeding 60 pounds in weight.

Carts

The wheeled, lidded cart in which recyclable materials, household waste or rubbish can be stored and placed for curbside collection as approved by the City.

City

The City of North Mankato, Minnesota.

City-Designated Recycling Center The recycling center designated by the City where the Contractor is required to deposit residential recyclables collected under this Contract. Until amended otherwise, the City currently designates the Riverbend Recycling Center (located at 600 Webster Avenue, North Mankato) as the City-designated Recycling Center.

City-Designated Solid Waste Disposal Facility

The facility designated by the City where the Contractor is required to deposit residential solid waste collected under this Contract. Until amended otherwise, the City currently designates the Minnesota Waste Processing Company (MWPC) solid waste transfer station (located at 1051 Summit Ave., Mankato, MN 56001) as the City-designated Solid Waste Disposal Facility.

Collection Route Sector A geographic area within the City as determined by the City that will be serviced by one or more collection vehicles within one, specified day each week and which may be used to assure complete route coverage.

Collection Vehicle

Any vehicle licensed and inspected as required by the state and county and approved by the City for household waste collection within the corporate boundaries of the City.

Collection Hours

The time period during which collection of trash, refuse, recycling etc., is authorized by the city. Until amended otherwise, the Collection Hours are defined as 6:00 a.m. to 6:00 p.m.

Compostable Yard Waste Bags Bags required by Minnesota Statute (M.S. 115A.931, Subd. (c) and M.S. 325E.046) for collection of any yard waste that is not contained in a yard waste cart.

Consumer Price Index (CPI) Adjustment

The annual adjustment to the nonfuel portion of the Contract collection prices to reflect the increase or decrease in nonfuel costs per the formula in this Contract.

Contract Price for Recyclables Collection Service The amount of money per Residential Dwelling Unit (RDU) charged by the Contractor to the City per the terms and conditions of this Contract for costs attributable to the base recyclables collection service, including transport of these recyclables to the City-designated recycling center. Contract Price for Solid Waste Collection Service The amount of money per RDU charged by the Contractor to the City as per the terms and conditions of this Contract for costs attributable to the base solid waste collection service, including transport to the City-designated disposal facility.

Contractor

West Central Sanitation, Inc., (Willmar, MN).

County

Nicollet County, MN

Curbside

That portion of right-of-way adjacent to paved or traveled City roadways. "Curbside" as used in this Contract shall be interpreted to include alleys.

Curbside Collection

The collection of all household waste, recyclables, yard waste and other optional collection services for material placed in accordance with this Contract, City ordinances, and City guidelines regulating the placement of the same.

Dead Animals

Animals that have expired from any cause.

Detailed Collection Route Plans

The Contractor-established truck patterns on the City residential streets (e.g., start points, stop points, truck direction) within each daily route sector.

Disposal Facility

A household waste, yard waste, or recycling depository including, but not limited to, sanitary landfills, transfer stations, resource recovery facilities, yard waste processors, waste processing/separation centers or recycling centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive household waste, recyclables, yard waste and/or other disposable material for processing or final disposal.

Door-Step Collection

The collection of household waste and recyclable material at a RDU, at a point close to the dwelling unit in lieu of curbside collection for producers or occupants who have a documented physical infirmity when there is not a person living in the dwelling that is able to move wastes to the curbside.

Dwelling Unit

Any single building of one (1) to four (4) residences with individual kitchen facilities for each located within the City limits. See also Residential Dwelling Unit (RDU).

Electronic Waste

Any discarded consumer electronic device with a circuit board including (but not limited to): televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse, etc.), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, and fax machines.

Field Route Audits

Semi-annual counts of all eligible residential dwelling units made through actual field surveys (such as dwelling unit counts by solid waste

route).

Fuel Adjustment

The annual adjustment to the fuel portion of the Contract collection prices to reflect the increase or decrease in fuel prices; the source shall be the U.S. Energy Information Administration.

Garbage

All animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains) and/or any other animal or vegetable matter, whatsoever subject to decay which may putrefy or generate noxious or offensive odors, be a food source for rodents, or be a breeding or feeding place for insects or vermin. As used herein, the term garbage does not include yard waste, household electronic waste, construction debris, bulky waste, rubbish, stable matter, dead animals or hazardous waste.

Garbage Bags

Plastic sacks designed to store household solid waste with wall thickness at least 1½ mils or sufficient to maintain physical integrity when lifted by the top.

Hazardous Waste

Waste or material defined, characterized or designated as hazardous by the United Stated Environmental Protection Agency (USEPA), appropriate State agencies, or County by or pursuant to Federal or State law or regulations. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials and other toxic substances so designated by the City or County.

Holidays

Any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Household Waste

All waste from eligible RDUs which normally result from the operation of a household including (but not limited to): all mixed municipal solid waste, garbage, rubbish, recyclables, yard waste, bulky waste, household electronic waste and other problem material waste. Household waste and recyclables do not include hazardous waste or dead animals.

Missed Collection

The failure of the Contractor to provide collection service to an RDU subject to this Contract during collection hours on the scheduled day of collection.

Overflow Garbage Bags

The extra solid waste that does not fit into the garbage cart (with the lid substantially closed) as placed by residents in plastic garbage bags having the required sticker or tag and set next to garbage cart. "Substantially closed" shall mean that the cart can be moved or emptied without spilling the cart contents.

Overflow Yard Waste Bags

The extra yard waste that does not fit into the yard waste cart (with the lid substantially closed) as set-out by residents in compostable bags and set next to yard waste cart. The contractor shall bill the residents directly for yard waste collection services, including any overflow yard waste bags. Substantially closed shall mean that the cart can be moved or emptied without spilling the cart contents

Problem Material Waste

The bulky wastes which are too large to fit into a standard solid waste cart and require special collection by the Contractor. Problem material waste includes (but is not limited to): furniture, appliances, mattresses, and bed springs. Problem material waste does include household electronic waste.

Producer

Occupants of a RDU who generate household waste and/or recyclable material.

Receptacle

A City approved garbage cart, recyclables cart, or yard waste cart.

Recyclable Materials or Recyclables

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

Recyclables Collection

The collection of all recyclable materials properly set out by residents from eligible RDUs into specially identified recycling carts. Collection shall also include transporting the recyclable materials to the Citydesignated recycling center.

Recyclables Carts

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

Refuse Carts

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

Residential Waste

Household waste generated by a producer at a RDU.

Residential Dwelling Unit (RDU)

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

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

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

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

Rubbish

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

Scheduled Collection Day

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

Single-Stream Recycling

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

Solid Waste

(Also referred to as "mixed municipal solid waste.") Garbage, rubbish and other discarded solid materials (except animal waste used as a fertilizer), including solid waste materials resulting from industrial, commercial and agricultural operations, and from community activities. Solid waste does not include earthen fill, boulders, rock and other material normally handled in construction operations, solids or dissolved material in domestic sewage or other significant pollutants in waste resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, or other common water pollutants. For purposes of this contract, solid waste does not include recyclables, yard waste, bulky items or electronic waste.

Source Separated Organics (SSO)

Food waste, non-recyclable paper, house plants, and other household organics designated by the City that, once separated by residents, may be recovered for composting or other forms of organics recovery. SSO does not include yard waste for purposes of this Contract.

Tipping Fee

The dollar charge per cubic yard or dollar charge per ton assessed to the City by the operators of the disposal facilities designated by the City for disposing of household solid waste, recyclables, and/or yard waste. For purposes of calculating the solid waste density in the route truck, one compacted cubic yard of household solid waste is assumed to weigh 700 pounds.

Trash

Also known as garbage, refuse, or solid waste. (See these definitions.)

Yard Waste

Compostable yard waste material consisting of plants, weeds, tree or hedge trimmings, grass clippings and leaves, but excluding tree limbs over 4 inches in diameter and 48 inches in length. For purposes of this Contract, yard waste does not include source separated organics.

Yard Waste Carts

Carts to be provided by the Contractor for residents that subscribe to carted yard waste service.

Yard Waste Collection

The taking and receipt of all yard waste accumulated in a yard waste cart, and/or in a compostable yard waste bag or bundle or in accordance with City guidelines.

3 Scope of Work: General Description

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

no claim against the City because of any of the estimates, statements, or interpretations made by any official officer or agent of the City may prove to be in any respect erroneous. The Contractor so assumes the risk of all conditions foreseen and unforeseen and agrees to complete the work without additional compensations under whatever circumstances may develop other than as herein provided.

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

Operations: General to All Collections Services

4.1 Hours of Operation

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

4.2 Collection Route Sectors

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

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

4.3 Holidays

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

4.4 Office and Supervision

The Contractor shall establish and maintain an office or call service with continuous supervision to accept complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. until 5:00 p.m. Central Time on all days except Saturday, Sunday



and legal holidays. The address and toll free telephone number of such office shall be published in the official area telephone book (Hickory Tech).

4.5 Cart Handling and Care

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

4.6 Spills to be Cleaned Up

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

5 Collection Services

5.1 Solid Waste Collection Services to be Performed

- 5.1.1 The Contractor shall collect household solid waste from all RDUs within the City, once per week during the term of this Contract. The Contractor shall make collections Tuesday through Friday (except those weeks having Holidays) in accordance with the schedule and map of daily route sectors of pickups in Section 4.2.
- 5.1.2 The Contractor shall collect one solid waste cart from each eligible RDU as part of the base level of solid waste collection service. Additional solid waste carts may be ordered by the resident, but are above the base level of service. The collection price for each additional solid waste cart shall be \$3.04 per extra cart per month. WSC will promptly inform the City of the address of each additional solid waste cart placed.
- 5.1.3 The City intends to offer three levels of base solid waste collection service through this Contract: approximately 35-gallon trash cart; approximately 64-gallon trash cart; or approximately 95-gallon trash cart.
- 5.1.4 The City will structure its residential solid waste fee schedule to provide a variable rate between these three levels of solid waste collection service as a means to encourage recycling and waste reduction.
- 5.1.5 Daily service hours shall not begin prior to 6:00 a.m. or continue past 9:00 p.m. Collection shall include service of all eligible RDUs. Household waste collection and recyclables collection shall occur on the same day of the week throughout the term of the Contract (except Holidays or severe weather events) and shall not be changed without the prior written permission of the City.

- 5.1.6 The City will publish guidelines for residents of eligible RDUs with instructions on how to store and set out their solid waste. Residents shall be required to place their household waste in the City-owned garbage carts.
- 5.1.7 Senior citizens with a physical limitation and disabled or handicapped residents shall be entitled to door-step collection without additional charge. Within one month of the Contract execution, the City shall submit to the Contractor a set of reasonable guidelines governing eligibility requirements of physically limited senior citizens and disabled or handicapped persons. The City shall develop a form for eligible residents to apply for such door-step collection service.
- 5.1.8 The City shall instruct residents in eligible RDUs to have their solid waste carts set-out to curbside by 6:00 a.m. on their designated solid waste collection day.
- 5.1.9 The Contractor shall load and transport household waste in such a manner as to be as inoffensive to the public as possible and shall exert all reasonable precautions to prevent the spilling or scattering of waste materials while in transit or loading. In the event that any of such waste does spill or scatter, the Contractor shall immediately clean up and remove such spillage regardless of whether such spillage occurred on private or public property.
- 5.1.10 The Contractor shall not knowingly collect any hazardous waste from RDUs, and shall refuse to pick up waste, which is defined as hazardous without explicit written permission of the City. The Contractor shall keep a written record of any and all dwelling units, which improperly mix any hazardous wastes with household waste or recyclable materials and report it to the City. The Contractor shall also bring any such improper disposal practice to the producer's attention via written or verbal notification and keep a log of the verbal contacts with the producers. Within two business days, the Contractor shall notify the City of any such improper disposal of hazardous waste.
- 5.1.11 The Contractor shall not pick up untagged trash bags. Within two business days the Contractor shall notify the City of the addresses of any bags of trash that do not have tags indicating paid disposal.
- 5.1.12 Garbage carts shall be owned by the City and managed by the Contractor.
- 5.1.13 Collection of yard waste, bulky items, and electronic waste as ordered and paid for directly by the residents within eligible RDUs shall be provided by the Contractor upon a resident's request directly to the Contractor.
- 5.1.14 Unless otherwise amended, the Contractor shall deposit all residential solid waste collected under this Contract at the City-designated disposal facility.

5.2 Recyclables Collection Services

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

5.2.1 Ongoing, year-round recyclables curbside collection service from eligible RDUs shall be performed exclusively by the Contractor. The City shall not permit other contractors to perform such household recyclables collections.

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- 5.2.2 Collections under the new single-stream recycling service will begin on Thursday, January 1, 2015.
- 5.2.3 Collection shall be every other week from approximately 35, approximately 64-gallon or approximately 96-gallon wheeled recycling carts.
- 5.2.4 Collection shall occur in the same location (i.e., at "curbside") and similar manner as solid waste collection.
- 5.2.5 Recyclables "door-step" collection may occur for eligible residents who apply and receive City and Contractor approval.
- 5.2.6 The color and labeling of the recycling carts will distinguish them from the garbage and yard waste carts.
- 5.2.7 The City will publish guidelines for residents of eligible RDUs with recycling instructions. All occupants of residential properties containing RDUs in the City that set out recyclables for municipal collection shall be required to place their recyclables in the City-supplied carts.
- 5.2.8 The City shall provide a specific list of resident instructions for sorting recyclable materials and setting out recycling carts. Before the list is finalized and published, the City shall develop a draft list of instructions for review, comment and advice from the Contractor.
- 5.2.9 The City shall instruct residents in eligible RDUs to have their recycling carts setout to curbside by 6:00 a.m. on their designated recycling collection day.
- 5.2.10 The current list of recyclables shall be established by the City's Director of Public Works. The current list of recyclables as of the date of Contract execution is contained in the definition of "Recyclable Materials". After consultation with the County, this list may be amended by mutual agreement between the City and the Contractor. All recyclable materials placed for collection shall remain the responsibility and ownership of the residents until picked up by the Contractor. The City requires that all collected recyclables must be delivered to the City's designated recycling center in a manner acceptable to the City.
- 5.2.11 Residential recyclables collected from the City under this Contract will be kept separate from recyclables collected from other cities or from non-residential properties. The Contractor shall not landfill, incinerate or otherwise dispose recyclable materials collected for recycling under this Contract without the specific, prior written approval of the City.
- 5.2.12 Recycling trucks shall be clearly marked to distinguish them from refuse and yard waste trucks.
- 5.2.13 Collection of additional types of recyclables as ordered and paid for directly by the residents within eligible RDUs (e.g., appliances, furniture and other large bulky items) may be provided by the Contractor.
- 5.2.14 Recycling carts will be owned by the City and managed by the Contractor.

5.3 Cart Ownership and Management

- 5.3.1 The City will own the garbage and recycling carts. The City will not own the yard waste carts. The Contractor shall own the yard waste carts.
- 5.3.2 The Contractor shall be responsible and pay for all aspects of cart management and operations including (but not limited to), receiving, assembly, distribution (aka new cart "roll out"), inventory management, excess cart inventory, (i.e., provide "warehouse" services), cart switches/replacements, cart maintenance, repair or replacement of damaged carts, and shall manage all aspects of warranty repairs.
- 5.3.3 The Contractor shall serve as the City's agent for purposes of implementing cart warranty service and replacements. The Contractor will make its best efforts to assure eligible cart warranty repairs and replacements are paid for by the cart manufacturer and not the City.
- 5.3.4 Within one week of a request from a resident within an eligible RDU, the Contractor shall exchange a smaller trash cart to downsize from their current trash cart or exchange a larger trash cart to upsize. Residents shall only be allowed to make one upsize service level switch per year for "free" and thereafter the Contractor may charge an \$8.00 per switch service fee to replace a cart with a larger cart. Replacement of larger carts with smaller carts shall not incur this fee. WCS shall promptly inform the City of all cart switches.
- 5.3.5 Damaged carts and old recycling bins that are not reusable must be recycled. All costs incurred in recycling old curbside bins and new carts damaged beyond repair shall be the responsibility of the Contractor at no additional cost to the City. Residents may be allowed to keep their old City-provided recycling bin for other uses. The Contractor shall provide a roll-off box stationed at garage location specified by the Public Works Director or designee for residents who want to recycle their old recycling bins. The Contractor will provide documentation showing the City where the containers were recycled.
- 5.3.6 Within one month of the execution of this Contract, the City shall develop a more detailed cart purchase, roll-out and management plan with consultation from and approval by the Contractor. This plan shall then be incorporated into this Contract as an amendment signed and executed by the City and the Contractor. This plan shall provide additional details, schedules and procedures for: initial City cart purchase, transportation from the manufacturer, receipt of carts by the Contractor, initial distribution of new carts, removal of old carts owned by the hauler under the former solid waste collection contract, recycling bin recycling, cart switches, cart warranty repairs/replacements, cart inventory control/reporting, parts inventory requirements, and other such operational details as needed.

5.4 Yard Waste Services

5.4.1 The Contractor shall provide separate yard waste collection as an additional service during the (approximately) yard waste season of April through November.

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

5.5 Bulky Item and Electronic Waste Collections

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

5.6 Spring and Fall Special Services Weeks

- 5.6.1 During the North Mankato "Spring Special Services Weeks", the Contractor shall pick up all solid waste, furniture and minor appliances, non-recyclable plastics and metals, and such other items, without respect to quantity or weight that will fit in the Contractors garbage truck. Items need not be in special containers but must be set at the curb line at the same location as residents' regular weekly pick up. The City shall allocate such personnel and equipment as it deems necessary to assist the Contractor in the performance of the "Spring Special Services Week". The services will take place over two weeks approximately at the end of April or early May.
- 5.6.2 The exact dates of and scope of the "Spring Special Services Weeks" will be set by City Council by February 1 each year. City staff shall then immediately provide a scope of work and schedule to the Contractor. The City shall pay for waste disposal tipping fees. The Contractor shall then provide a cost estimate for the specified scope each year based on its standard labor/equipment rates. Then, City staff will review, comment, and, if acceptable, recommend acceptance of the Contractor's proposed cost. The City retains the right to contract with an alternate contractor for these services at the City's sole discretion.

Unit prices for annual Spring Cleanup Days:

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

30 yard roll off containers= \$65.00 per roll-off per pull

40 yard or larger roll-off containers = \$80.00 per roll-off per pull

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

Rear loader = \$80.00 per truck per hour

Front loader = \$80.00 per truck per hour

- 5.6.3 For North Mankato's "Fall Special Services Week", the Contractor shall provide the following equipment at the City's Department of Public Works facility, along with appropriate personnel:
 - Eight (8), forty (40) cubic yard roll-offs
 - Other containers/vehicles as agreed to between the City and the Contractor
- 5.6.4 The City shall pay for all waste disposal fees from these Special Services Weeks events. The City may define recyclables for recovery vs. trash for disposal. The billable fees by the Contractor to the City for disposal of the electronics shall be quoted to the City sixty (60) days prior to the event.

5.7 Other Special Event Collections

5.7.1 Upon request and approval of the City, the Contractor shall provide solid waste and recycling collections for other special events held on City property or sponsored in whole or in part by the City. These other special event collection services enable the Contractor to be listed as an event sponsor.

5.7.2 The Contractor will provide solid waste and recycling equipment and collection services for other North Mankato special events at no charge. These special events include: North Mankato Fun Days, Triathlon, Blues Fest, and Oktoberfest (also known as the "Beer on Belgrade" event). The City will assign a special events manager and this person will contact the Contractor's office in advance of each event to set up the delivery of this equipment and coordinate the services.

5.8 Collections from City Buildings and Parks

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

5.9 Public Education

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

- 5.9.1 City Web Site Review and comment on updates to the City's website including:
 - Guidelines, instructions and standards for how residents should prepare and set out materials.
 - Utility rates to be charged by the City for the base collection services.
 - ♦ Agreed upon prices for additional services to be charged directly by the Contractor to residents including, but not limited to, bulky item collections (including how to order and pay for the special bulky item collection service from the Contractor).
- 5.9.2 Contractor Web Page Throughout the term of this Contract, the Contractor shall maintain their own web page that is specific and customized to the City of North Mankato's solid waste and recycling services as specified in this Contract. All postings to this Contractor web page shall be approved by the City prior to posting going live on the Contractor's web page.

- 5.9.3 School Seminars In coordination with the County and the City, the Contractor shall cooperate with City schools to provide at least one recycling seminar per school year.
- 5.9.4 Media Cooperation The Contractor shall cooperate with the local media in promoting the City's recycling program.
- 5.9.5 "Recycling Cart Hang Tags" As part of the "roll-out" of the new single-stream recycling system, the Contractor shall produce and attach single-stream recycling education hang tags to the new recycling carts at time of cart distribution. The content of these hang tags shall include:
 - ♦ The full list of all recyclable items
 - ◆ Cart set out and care instructions (e.g., where, how and when to place the carts; periodic washing of carts; etc.)
- 5.9.6 All Public Education Materials Shall be Approved by the City The Contractor shall submit "camera ready" draft versions of any and all public education materials for review and approval by the City at least three (3) weeks prior to going to print or release.
- 5.9.7 City Guidelines for Residents With advice from the Contractor, the City shall adopt clear and reasonable standards for residents to comply with solid waste and recycling program requirements (e.g., Annual calendar of the collection schedules; How and when to set out carts for Contactor pickup; Types of materials that are acceptable vs. prohibited; Sorting and preparation instructions; etc.).

5.10 Customer Service

- 5.10.1 Communication Plan The Contractor must clearly summarize their customer service plans, including lines of communication with City residents and City staff.
- 5.10.2 Contractor's Contact Person The Contractor shall maintain throughout the duration of the Contract a designated single contact person who is located within fifty miles of North Mankato and who has sufficient authority to resolve issues when officially notified by City staff.
- 5.10.3 Responsive Service The Contractor shall strive to provide responsive, friendly customer service at all times including interactions with residents by drivers / crews on the collection route, on the phone, emails, web sites, and other forms of communication.
- 5.10.4 Complaints Direct to the Contractor The Contractor shall maintain a complaint phone line for residents to call. The Contractor shall address all complaints courteously and promptly. Complaints by customers should first be made directly to the Contractor.
- 5.10.5 Follow-Up Complaints to City Staff If not satisfied with the resolution of a complaint communicated directly to the Contractor, a resident may then also contact City staff by calling 507-625-4141 to seek further resolution. The Contractor must communicate this option to contact the City staff, at 507-625-

- 4141, to residents if the Contractor's staff is unable to resolve the complaint directly.
- 5.10.6 Missed Collections In the case of alleged missed collections, shall then arrange for the collection of the subject materials no later than 4 p.m. the next business day after being notified of the miss. If a particular RDU alleges "misses" more than once per month, the Contractor may delay pick up until the next regularly scheduled pick up day, or service the account and impose an additional charge.

5.11 **Reports:**

- 5.11.1 The Contractor shall submit monthly reports to the City by the 10th of the following month (by February 10 for the January report, etc.). The monthly report shall contain:
 - Solid waste tonnages, by collection day.
 - ♦ Addresses and serial numbers of all cart replacements.
 - Serial numbers of all damaged, destroyed or warranty-related carts.
- 5.11.2 The Contractor shall submit an annual progress report to the City by February 1 of each year, beginning February 1, 2016. The Contractor shall also present a summary of this annual report to City staff in a personal meeting to discuss annual progress and plans for the next year. This annual report shall include:
- 5.11.3 Program results Performance statistics including:
 - ♦ Number of solid waste accounts by service level by collection day. (e.g. number of accounts by number and size of carts serviced each collection day)
 - Solid waste tonnage from residents by collection day.
 - Recyclables tonnage from residents by collection day.
 - Recyclables set-outs and participation rates.
 - Number of bulky item, "on-call" collections and dispositions.
- 5.11.4 Contract Prices Any proposed changes in Contract prices for collection services, including discussion of past rate or fee changes due to CPI or fuel adjustments since the beginning of the Contract.
- 5.11.5 Summary of Complaints Summary of customer service complaints (e.g., counts of customer calls by type of complaint, summary of how these were resolved, time of resolution, etc.).
- 5.11.6 Other Recent Changes Any other notable issues or happenings over the past year (e.g., changes in service standards).
- 5.11.7 Recommended Program Improvements Any proposed service improvements including:
 - Annual focus for public education.



- ♦ Updated discussion and any recommended changes in the rate schedule to improve the "increments between each refuse service level rate.
- ◆ Recommended Public Education Plan for the Next Year Any proposed public education improvements, including:
- ◆ Production and City approval schedules for annual calendar and quarterly newsletter
- ♦ Other recycling public education action steps for the next year

6 Collection Equipment

6.1 Truck Equipment for Solid Waste

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

6.2 Trucks for Recyclables Collection

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

6.3 Compliance with Truck Road Weight Restrictions

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

6.4 Cleaning

All vehicles shall be kept in a clean and sanitary condition; and all collection vehicles shall be cleaned with pressurized hot water at least once a week. It may be necessary to wash these vehicles more often to improve the appearance of the vehicle, eliminate or control insect infestation, and to control odor, as directed by the City.

6.5 **Painting**

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

6.6 Maintenance

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

Page 20

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

6.7 Safety Equipment

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

6.8 Spills

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

7 Employees

7.1 General

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

7.2 Cleanup of Any and All Spills or Litter

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

7.3 Courteous, Prompt Service

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

7.4 Trespass

The employees (and vehicles) will establish access, and shall not drive over private property unless requested by property owners. Written documentation of such requests shall be maintained by the Contractor.

7.5 Inspection

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

7.6 Contractor's Records

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

7.7 Notification

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

7.8 Violations by Producer

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

8 Liquidated Damages

- 8.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of performance breaches. The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies, if imposed.
- 8.2 The City may deduct the full amount of any liquidated damages from any payment due to the Contractor, but any liquidated damages not so deducted shall remain the obligation of the Contractor and be payable to the City on demand.
- 8.3 The City may assess liquidated damages in lieu of other remedies available to the City for breach of the Contract or violation of the City's ordinances. Failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies under either the Contractor or the City's ordinances or any subsequent failure of performance.
- 8.4 The Contractor shall be liable to the City for liquidated damages, in the amount of \$75.00 first incident, \$100.00 second incident and \$200.00 per incident thereafter; upon determination by the City that performance has not occurred consistent with the following provisions of the Contract:
 - 8.4.1 Failure to pick up missed collections by 4:00 p.m. on the day following scheduled collection day.
 - 8.4.2 Failure to complete City-wide or route-wide collection by 9:00 p.m. on the scheduled collection day, unless prior approval is received from the City.
 - 8.4.3 Failure to adequately address legitimate complaints, whether submitted by residents or the City.
 - 8.4.4 Failure to promptly clean up any spills caused by the Contractor.
 - 8.4.5 Failure to clean up scattered or spilled material spilled by the Contractor within three hours of written or oral notice from the City.

- 8.4.6 Disposal of recyclables to landfill, resource recovery facility or other disposal facility not designated by the City without receiving prior written City permission.
- 8.4.7 Failure to adhere to other collection restrictions and requirements set forth in the Contract. If the Contractor has violated or failed to follow collection restrictions or requirements in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating liquidate damages.
- 8.4.8 Failure to request and obtain permission from the City for collecting on the residential routes earlier than 6 a.m. or later than 9 p.m.
- 8.4.9 Failure to submit monthly or annual reports as required.
- 8.4.10 Failure to properly manage the cart inventory, including all cart maintenance, inventory, warranty, placement and management.

9 Compliance with Laws

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

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

10 Non-Discrimination

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

11 Indemnity

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

12 Insurance

12.1 Letter of Credit

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

12.2 Liability Insurance

12.2.1 The Contractor shall provide and maintain in full force and effect during the entire term of this Contract, regular Contractor's Public Liability Insurance, with

the City as an additional insured, providing for a limit of not less than Five Hundred Thousand Dollars_(\$500,000.00) for all damages arising out of bodily injuries or death of one person, and subject to that limit for each person, and regular Contractor's property damage liability insurance providing for a limit of not less than One Million Five Hundred Thousand_Dollars (\$1,500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident. A copy of the insurance certificate shall be filed with the Director of Public Works or designee

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

13 Licenses and Taxes

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

14 Transferability of Contract

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

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

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



16 Default and Termination

- 16.1 If the work to be done under this Contract is abandoned by the Contractor; or if this Contract is assigned by it without the written consent of the City Council; or if the Contractor is adjudged bankrupt; or if a general assignment of assets is made for the benefit of the Contractor's creditors; or if a receiver is appointed for the Contractor of any of its property; or if, at any time, the City determines that the performance of the work under this Contract is being unnecessarily delayed or that the Contractor is violating any of the conditions of this Contract, or that it is executing the same in bad faith or otherwise not in accordance with the terms of this Contract, then the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract.
- 16.2 Unless within twenty-one (21) days after the serving of such notice, a satisfactory arrangement is made for continuance, this Contract shall terminate and the Contractor and its surety shall be liable to the City for all costs.
- 16.3 In the event of Contractor's default under the terms of this Contract, all payments due the Contractor shall be retained by the City and applied to the completion of the Contract and to damages suffered and expense incurred by the City by reason of such default, unless the surety on the performance bond shall assume the Contract, in which event all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had such Contractor continued to perform the Contract.

17 Payment for Base Collection Services

- 17.1 The City shall be responsible for invoicing and collecting the utility rate fees from all eligible RDUs receiving covered collection services.
- 17.2 The City may give the Contractor oral notice of discontinuation of service to any RDU, provided it is promptly followed by written confirmation of the order. Upon reinstatement of service to the RDU as notified by the City, the Contractor shall resume collections on the scheduled collection day.
- 17.3 The Contractor shall bill the City for any collection services rendered to mutually agreed-upon, eligible RDUs according to the collection service Contract prices set forth in this Contract. The Contractor shall invoice the City on a monthly basis within ten (10) days following the end of each month in a format to be specified by the City. The Contractor shall itemize applicable charges by county, state or federal agencies.
- 17.4 The City shall pay the Contractor within 35 days after receiving and approving the invoice from the Contractor. The City's payment to the Contractor shall be based on the approved invoice and the collection service Contract prices set forth in this Contract. The Contractor shall be entitled to payment for services rendered provided an approved

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

17.4.1 The City will compensate the Contractor through the base Contract prices for solid waste and recyclable collection services. Commencing January 1, 2015, the base Contract prices will be:

Solid Waste Collection

\$3.04 per eligible RDU per month

Recyclables Collection

\$2.39 per eligible RDU per month

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

For base solid waste collection services:

88% non-fuel portion

12% fuel portion

For base recyclables collection services:

88% non-fuel portion

12% fuel portion

17.4.7 The non-fuel portion of the Contract payable for each successive Contract year shall equal the Contract prices for the previous Contract year adjusted proportionately by the CPI - All Urban Consumers, U.S. city average, All items less food and energy. The CPI for the month of October 2013 will be defined as the benchmark CPI month and year. The January, 2016 price shall be adjusted by the change between the October, 2013 CPI and the October 2015 CPI. In subsequent years the non-fuel portion of the Contract prices will be adjusted by the relative change each year, using the change from the previous year, compared to the benchmark CPI, or three percent (3%) per year, whichever is lower.

18 Annual Fuel Adjustments on the Fuel Portion of the BCF

- 18.1 The fuel portion of the Contract prices will be adjusted yearly to reflect the percent change in indexed diesel or natural gas prices. If the Contractor uses primarily diesel fuel for their trucks serving the City of North Mankato, the index shall be the "Retail, On-Highway Diesel Prices Average All Types, Midwest Region" as determined and published by the U.S. Department of Energy (DOE), Energy Information Administration (EIA).² The diesel price index for the month of October 2013 will be defined as the benchmark month.
 - 18.1.1 If the Contractor uses primarily compressed natural gas (CNG) fuel for their trucks serving the City of North Mankato, the index shall be the "Henry Hub Natural Gas Spot" price as determined and published by EIA.³
 - 18.1.2 In either case, the Contractor may elect to request City approval of an annual fuel price adjustment if the price of their specified fuel has gone up over the past year. The Contractor must submit its written request for said fuel adjustment increases by November 1 each year otherwise no increase shall be allowed. Decreases in fuel price adjustments shall be automatically implemented.
 - 18.1.3 The Contract-specified index shall be used to establish the average annual fuel price of the previous year. The January, 2016 price shall be adjusted by the change between the October, 2013 fuel price and the October 2015 fuel price. The fuel portion of the Contract prices payable for each successive Contract year shall equal the fuel portion of the Contract price fee payable for the previous year adjusted proportionately by the annual fuel index. The fuel portion of the Contract prices will be adjusted by the relative change each year compared to the previous year.

19 Fee Calculation for Additional Collection Services

http://data.bls.gov/cgi-bin/surveymost

² See EIA web page at:

http://tonto.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD EPD2D PTE R20 DPG&f=W

³ See web page at http://www.eia.gov/dnav/ng/ng pri fut s1 d.htm

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

19.1 Fee Schedule for Additional Collection Services:

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

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

19.1.1 The price to collect extra "overflow" tagged bags of trash

\$3.50 per tagged overflow bag of trash

19.1.2 Refuse Cart Exchange/Replacement Delivery Fee – The price to deliver a refuse cart or carts as an exchange or addition, as a one-time price per occurrence. This fee can only be imposed for residents increasing the size of their cart after the resident's one free switch per year.

\$8.00 per occurrence

19.1.3 Additional collection fee for each additional recycling cart, every other week service

\$2.30 per recycling cart per RDU per month

19.1.4 Walk-Up (Valet) – Additional collection fee for each refuse and recycling monthly walk-up service, except those walk-up services made in accordance with section 5.1.7 of this contract.

\$9.00 per month

19.1.5 Subscription Yard Waste Collection Fees – The price for residents to subscribe to two optional yard waste collection services from approximately April through November each year.

Price per yard waste cart per season for carted yard waste collection service = \$84.00 per cart per season

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

\$8.00 per compostable bag

19.1.6 Prices for Special Collection of Bulky Items and Electronic Wastes - Prices for collection of bulky items and electronic waste that do not fit in the regular refuse

collection truck and/or that require special pick up collection service. All rates are in price per item, except electronic waste which should be on a price per pound basis.

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

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

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

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

Electronic waste

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

20 Conflict of Interest

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

21 Force Majeure

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

22 Governing Law

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

23 Miscellaneous Provisions

- 23.1 In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Contract shall not affect the validity or enforceability of the remaining provisions or portions of the Contract.
- 23.2 Any notice or demand required herein shall be in writing and shall be effectively made if delivered to either party in person or, if mailed, sent by certified mail as follows: To the Public Works Director at the office of Public Works, 1001 Belgrade Avenue, P.O. Box

2055, North Mankato, MN 56002-2005; and to the Contractor at 4089 Abbott Drive, P.O. Box 796, Willmar, MN 56201; or to such other address as either party may furnish the other in writing. Citizens may also go to the City's website at http://www.northmankato.com/citynorthmankato/recycling-department

CITY OF NORTH MANKATO, MN

RV

THE CONTRACTOR:

WEST CENTRAL SANITATION, INC.

BY

CITY OF NORTH MANKATO CONTRACT FOR THE COLLECTION OF RESIDENTIAL

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City of North Mankato, Minnesora -- October-2012----Request for Proposal **THURS** THURS NORTH MANKATO

Appendix A
Map of Route Sectors by Collection Day



Agenda Item #12E	Department: Finance	Council Meeting Date: 11/4/19
TITLE OF ISSUE: Review Proposed 20	020-2024 Capital Improvement l	Plan.
BACKGROUND AND SUPPLEMENT proposed 2020-2024 Capital Improvem		Director McCann will present the
proposed 2020 2021 Capital Improvem	ont I iam	
		a a
REQUESTED COUNCIL ACTION:		If additional space is required, attach a separate sheet
REQUESTED COUNCIL ACTION:		
	SUPPORTI	NG DOCUMENTS ATTACHED
Motion By:	Resolution Ordinan	ce Contract Minutes Map
Second By:		
Vote Record: Aye Nay		
Norland Oachs	Other (specify)	
Whitlock	3	
Steiner Dehen	· ·	
Workshop	Refer	to:
X Regular Meeting	Table	until:
Special Meeting	Other	





City of North Mankato, Minnesota

Γο: John Harrenstein, City Administrator

From: Kevin McCann, Finance Director and Nate Host, Public Works Director

Date: October 31, 2019

Re: Proposed 2020-2024 CIP Schedule

2020-2024 CIP

Attached you will find the proposed 2020-2024 CIP Schedule (**Exhibit A**) for the City of North Mankato. This document is the first draft of a multi-year planning instrument identifying the needs and financing sources for vehicles, equipment, public infrastructure, and amenities over the next five years. The CIP also serves as a tool to inform residents, businesses, and other stakeholders how the City plans to address significant capital needs over the next five to ten years. Additional documents are included identifying future needs, and potential projects planned for the future as identified project not yet scheduled as an expanded review of projects identified in strategic planning efforts or during regular deliberations of the City Council.

The first years of the CIP (2018-2022) become a capital budget. Items placed in the identified by not yet scheduled category should not be seen as fixed commitments, but future placeholders for projects and equipment/vehicles on the horizon. The City prepares the CIP separately from the operating budgets, but they are closely linked. Expenditures budgeted proposed for 2020 in the operating budgets of the General Fund, Construction Funds, Capital Facilities & Equipment Replacement Fund and Utility funds are identified in the CIP with the chosen funding source(s). The City has been split into two parts: cash expenditures and bonding. The cash expenditures are for equipment and small-scale project, while the bonding is for large scale infrastructure and recreational projects.

Five-Year Capital Improvements

At 29,260,000, the total value of projects identified in the 2020-2024 CIP is over 9.1 million dollars larger than the 2019-2023 CIP. This does include a potential sales tax funding project toward the Caswell Indoor Recreation Facility and the Caswell Park Improvements. While the proposed CIP is larger it takes into consideration many of the projects identified through the various planning efforts of the city, equipment and infrastructure needs based on staff input, and anticipated continued new development in the City. The increase of 7.7 million is the result of the following:

- \$5.5 million added related to the Caswell Indoor Recreation Facility and the Caswell Park Improvements
- Actual streets have been identified and rough project costs developed compared to the previous CIP which had TBD Project of \$2,000,000. The projects are outlined on page 2 of the Exhibit A. Projects identified in 2021-2024 are subject to change based on changing road and underground utility needs, as well as development opportunities that may arise.

2020-2024 CIP Memo.docx

2020-2024 Proposed Cash Expenditures

The 2018 CIP proposes the following cash expenditures:

Project or Activity	2019-2023	2020-2024	Variance
	Y	~	¥
Loader	150,000	175,000	25,000
Loader Snow Blower Attachment		160,000	160,000
Excavator		200,000	200,000
General Equipment - Trucks, Skid loaders,			
Mowers, etc.	240,000	209,000	(31,000)
Police Cruiser	190,000	295,740	105,740
Squad Cameras		*	
Police Radios		25,000	25,000
Police evidence room heat		3,000	3,000
Detective Squad	40,000	*	(40,000)
Land purchase 233 Wheeler, 231 Wheeler	272,000	**	(272,000)
Truck - Community Development	25,000	i i	(25,000)
Sirens - Upgrade (from 2012), Plant #2,			
Expansion, City Shop	54,000	27,000	(27,000)
Tandem Dump Truck with Plow, Wing and			
Sander (3)	500,000	270,000	(230,000)
Roller (2)			
Fire Engine	110,000	110,000	ž <u>a</u>
Replace roof on Station #2		90,000	90,000
Replace HVAC units at Station #2		72,000	72,000
Breathing Air Compressor & Cascade Bottles	40,000	40,000	·
Overhaul Air Pack/Work Room	25,000	-	(25,000)
Exhaust Capture System		7,500	7,500
Overhaul Community Room Kitchen		50,000	50,000
Replace overhead doors at Station #2 (5			
Doors: 4 in front and one in back)		30,000	30,000
Fire Pumper		-	<u> </u>
Mower Replacement	180,000	90,000	(90,000)
Bluff Park Overlook		75,000	75,000
Library Bookdrop Off Station		6,000	6,000
Facility Improvements - City Hall		60,000	60,000
Facility Improvements - General	1,000,000	-	(1,000,000)
Computers		3,000	3,000
Caswell Parking Lot Improvements		140,000	140,000
Sub-Total Cash / Capital Facilities &			
Equipment Replacement	2,826,000	2,138,240	(687,760)

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2020-2024 Bonding

The 2020-2024 CIP proposes the following debt expenditures:

Project or Activity	Strategic	2019 Forecast	2020 FORECAST	2021 FORECAST	2022 FORECAST	2023 FORECAST	2024 FORECAST	Estimated 5 year
	Program Area							costs
Tyler Ave. Reconstruct	Infrastructure	590,000						
Caswell Indoor Recreation - City Portion	Recreation			5,500,000				5,500,000
Safe Routes to School - Dakota Meadows	Infrastructure		151,000					151,000
Safe Routes to School - Monroe/Bridges	Infrastructure			168,000				168,000
Commerce Dr. City Portion	Infrastructure	900,000						
Ravine Improvements	Infrastructure	800,000	500,000	500,000	500,000	500,000	500,000	2,500,000
The Reserve Deep Sewer	Infrastructure	279,000						
Carol Ct. Forcemain	Infrastructure	230,000						
Harrison Ave. (Cross to Range)	Infrastructure	14	600,000					600,000
Monroe Ave. (Center to Range)	Infrastructure		1,000,000					1,000,000
Garfield Ave. (Center to Range)	Infrastructure			1,300,000				1,300,000
McKinley (Center to Range)	Infrastructure				1,300,000			1,300,000
Cross St. (Monroe to Webster)	Infrastructure					1,706,250		1,706,250
Sherman (South to Garfield)	Infrastructure						1,750,000	1,750,000
Howard Dr./Lor Ray Dr. Roundabout - City Portion	Infrastructure					500,000		500,000
Cliff Ct.	Infrastructure			650,000				650,000
Wheeler Ave (300 Block)	Infrastructure				625,000			625,000
Page Ave (Center to Range)	Infrastructure				650,000			650,000
Valerie Lane (Marvin to Cliff)	Infrastructure		~~~~			750,000		750,000
Sub-Total Bonds		2,799,000	2,251,000	8,118,000	3,075,000	3,456,250	2,250,000	19,150,250

Sales Tax Project

As proposed, the 2020-2024 CIP includes a potential of \$5.5 million in sales tax funded toward the Caswell Indoor Recreation Facility and the Caswell Park Improvements. This project has the potential to go up to \$8.0 million depending on council preference and/or state bonding allocations.

Parks Plan

The 2020 budget includes \$390,000 in Parks funding. Staff has identified the following projects in Exhibit B as the 2020 Parks Plan.

Streets Plan

The 2020 budget includes \$1,200,000 in street funding. This includes the annual \$400,000 in the General Fund, plus an additional \$800,000 in Municipal State-Aid dollars from MnDOT for designated State-Aid routes in MN. Exhibit C identifies the street maintenance projects for 2020.

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Water Fund Plan

The 2020 budget includes \$338,200 in water capital funding. Exhibit D identifies the water fund capital projects for 2020-2025.

Sewer Fund Plan

The 2020 budget includes \$250,000 in sewer capital funding. Exhibit E identifies the water fund capital projects for 2020-2025.

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Five-Year Capital Improvement Schedule For Years 2020-2024

Project or Activity		2019 Forecast	2020 PROPUSED	2021 FORECAST	2022 FORECAST	2023 FORECAST	2024 FORECAST	Estimated 5 year	IDENTIFIED BUT	TOTAL CIP	Funding Source
	Area			488.465				costs	NOT SCHEDULED		
oader	Infrastructure			175,000				175,000			Cash / Capital Facilities & Equipment Replacement
sphalt Zipper	Infrastructure	58,000									Cash / Capital Facilities & Equipment Replaceme
pader Snow Blower Attachment	Infrastructure					160,000		160,000			Cash / Capital Facilities & Equipment Replaceme
cavator	Infrastructure						200,000	200,000		200,000	Cash / Capital Facilities & Equipment Replaceme
eneral Equipment - Trucks, Skid loaders,											
owers, etc.	Infrastructure	81,070		60,000	29,000	60,000	60,000	209,000			Cash / Capital Facilities & Equipment Replaceme
lice Cruiser	Public Safety	46,311	59,148	59,148	59,148	59,148	59,148	295,740			Cash / Capital Facilities & Equipment Replaceme
uad Cameras	Public Safety							(-			Cash / Capital Facilities & Equipment Replaceme
lice Radios	Public Safety		5,000	5,000	5,000	5,000	5,000	25,000			Cash / Capital Facilities & Equipment Replaceme
lice Annex Interior upgrades	Public Safety	38,064						((#E			Cash / Capital Facilities & Equipment Replaceme
lice evidence room heat	Public Safety				3,000			3,000			Cash / Capital Facilities & Equipment Replaceme
tective Squad	Public Safety							S#8			Cash / Capital Facilities & Equipment Replaceme
nd purchase 233 Wheeler, 231 Wheeler	Comm. Dev.	272,000									Cash / Capital Facilities & Equipment Replaceme
uck - Community Development	Comm. Dev.	33,000						700		- 4	Cash / Capital Facilities & Equipment Replaceme
rens - Upgrade (from 2012), Plant #2,											
pansion, City Shop	Public Safety	· ·		27,000				27,000		27,000	Cash / Capital Facilities & Equipment Replaceme
indem Dump Truck with Plow, Wing and											
nder (3)	Infrastructure		_		270,000			270,000		270,000	Cash / Capital Facilities & Equipment Replaceme
ller (2)	Infrastructure					j		7-0	30,000		Cash / Capital Facilities & Equipment Replaceme
e Engine	Public Safety				110,000			110,000			Cash / Capital Facilities & Equipment Replaceme
place roof on Station #2	Public Safety			90,000				90,000		90,000	Cash / Capital Facilities & Equipment Replaceme
place HVAC units at Station #2	Public Safety			72,000				72,000		72,000	Cash / Capital Facilities & Equipment Replaceme
eathing Air Compressor & Cascade Bottles	Public Safety		40,000					40,000		40,000	Cash / Capital Facilities & Equipment Replaceme
rerhaul Air Pack/Work Room	Public Safety	29,000									Cash / Capital Facilities & Equipment Replaceme
haust Capture System	Public Safety		7500					7,500		7,500	Cash / Capital Facilities & Equipment Replaceme
verhaul Community Room Kitchen	Public Safety						50,000	50,000		50,000	Cash / Capital Facilities & Equipment Replaceme
place overhead doors at Station #2 (5 Doors:										****	
n front and one in back)	Public Safety					30,000		30,000		30,000	Cash / Capital Facilities & Equipment Replaceme
e Pumper	Public Safety								550,000	550,000	Cash / Capital Facilities & Equipment Replaceme
ower Replacement	Recreation	87,325		90,000				90,000	60,000	150,000	Cash / Capital Facilities & Equipment Replaceme
rks Trailer	Recreation	3,975			25			"-			Cash / Capital Facilities & Equipment Replaceme
uff Park Overlook	Recreation		75,000					75,000			Cash / Capital Facilities & Equipment Replaceme
orary Bookdrop Off Station	Recreation			6,000				6,000			Cash / Capital Facilities & Equipment Replaceme
nson Park Lady Bug Trail Bridge	Recreation							-	100,000		Cash / Capital Facilities & Equipment Replaceme
ail from Mary Ln. to Lake St.	Recreation							(# 6	225,000		Cash / Capital Facilities & Equipment Replaceme
lash Pad	Recreation								150,000		Cash / Capital Facilities & Equipment Replaceme
uff Park Tree Planting	Recreation								25,000		Cash / Capital Facilities & Equipment Replaceme
nson Park Interpretation & Plant/Prairie	Recreation								400,000		Cash / Capital Facilities & Equipment Replaceme
nson Park Informal Amphitheater	Recreation								100,000	100.000	Cash / Capital Facilities & Equipment Replaceme
nson Park Natural Play Area	Recreation								600,000		Cash / Capital Facilities & Equipment Replaceme
nson Park Linear Pond Bridge	Recreation						1	5 9	100,000		Cash / Capital Facilities & Equipment Replaceme
cility Improvements - Library	Infrastructure	41,251							,		Cash / Capital Facilities & Equipment Replaceme
cility Improvements - City Hall	Infrastructure		60,000					60,000			Cash / Capital Facilities & Equipment Replaceme
omputers	Comm. Dev.		3,000					3,000			Cash / Capital Facilities & Equipment Replaceme
swell Parking Lot Improvements	Recreation		,			80,000	60,000	140,000	-	3,000	Sasti Capital Labilities & Equipment Neplaceme
20 Mars 1900 Mar						55,556	55,550	130,000			

				Γ	DD		
ment Management Plan	Infrastructure	349,592	1,200,000	400,000	425,000	425,000	42
Improvements	Recreation	317,523	390,000	385,00	385,000	385,000	38
ub-Total Cash / General Fund		667,115	1,590,000	785,000	810,000	810,000	81
KW Portable Generator	Infrastructure						
nalt Zipper	Infrastructure	58,000					

			4						2		
Pavement Management Plan	Infrastructure	349,592		400,000	425,000			2,875,000		2,875,000	Cash / General Fund / MSA Dollars
Park Improvements	Recreation	317,523		385,00	385,000	385,000	385 <mark>0</mark> 000	1,930,000		1,930,000	Cash / General Fund / Donations
Sub-Total Cash / General Fund		667,115	1,590,000	785,000	810,000	810,000	810,000	4,805,000	•	4,805,000	
250 KW Portable Generator	Infrastructure										Cash / Sewer Fund
Asphalt Zipper	Infrastructure	58,000						(*)		(⊕);	Cash / Sewer Fund
Capital Contributions	Infrastructure	70,318		250,000	260,000	270,000	300,000	1,330,000		1,330,000	Cash / Sewer Fund
Sub-Total Cash / Sewer Fund		128,318	250,000	250,000	260,000	270,000	300,000	1,330,000	-	1,330,000	
Pull & Repair Well Pumps	Infrastructure		100,000	100,000	100,000	65,000	65,000	430,000			Cash / Water Fund
Micrometer, valve inserts, reservoir repair	Infrastructure	9,874						* 1		320	Cash / Water Fund
Reroof Water Plant	Infrastructure				200,000			200,000		200,000	Cash / Water Fund
Water Tower Painting	Infrastructure			185,000				185,000			Cash / Water Fund
Rehab Filters	Infrastructure					350,000	350,000	700,000			Cash / Water Fund
Asphalt Zipper	Infrastructure	58,000				,				700,000	Cash / Water Fund
Lift Station on Howard/Timm	Infrastructure								TDD	TDD	oustry vvalor i and
Capital Contributions	Infrastructure		238,200	49 200	44 000	04 600	5 000	204 200	TBD	TBD	
Sub-Total Cash / Water Fund	Illirastructure	67,874	338,200	18,200	41,600	21,600	5,000	324,600			Cash / Water Fund
	04 4 1 5			303,200	341,600	436,600	420,000	1,839,600		1,839,600	
Project or Activity	Strategic Program Area	2019 Forecast	2020 FORECAST	2021 FORECAST	2022 FORECAST	2023 FORECAST	2024 FORECAST	Estimated 5 year costs	IDENTIFIED BUT NOT SCHEDULED	TOTAL CIP	Funding Source
Tyler Ave. Reconstruct	Infrastructure	590,000						-		-	G.O. Improvement Bonds / Property Tax & Assessmen
Caswell Indoor Recreation - City Portion	Recreation			5,500,000				5,500,000		5,500,000	G.O. Sales Tax Bonds
Safe Routes to School - Dakota Meadows	Infrastructure		151,000					151,000		151,000	TBD
Safe Routes to School - Monroe/Bridges	Infrastructure			168,000				168,000		168,000	
				100,000				100,000		100,000	TBD
Commerce Dr. City Portion	Infrastructure	900,000									G.O. Improvement Bonds / Property Tax & Assessmen
Ravine Improvements	Infrastructure	800,000	500,000	500,000	500,000	500,000	500,000	2,500,000		2,500,000	G.O. Utility Bond
The Reserve Deep Sewer	Infrastructure	279,000						-		_	G.O. Utility Bond
Carol Ct. Forcemain	Infrastructure	230,000						=			G.O. Utility Bond
Harrison Ave. (Cross to Range)	Infrastructure		600,000					600,000			G.O. Improvement Bonds / Property Tax & Assessment
								000,000		000,000	G.O. Improvement Bonds / Property Tax & Assessment
Monroe Ave. (Center to Range)	Infrastructure		1,000,000					1,000,000		1,000,000	G.O. Improvement Bonds / Property Tax & Assessmen
Garfield Ave. (Center to Range)	Infrastructure	,		1,300,000		-		1,300,000		1,300,000	G.O. Improvement Bonds / Property Tax & Assessmen
McKinley (Center to Range)	Infrastructure				1,300,000			1,300,000		1,300,000	G.O. Improvement Bonds / Property Tax & Assessmen
Cross St. (Monroe to Webster)	Infrastructure					1,706,250		1,706,250		1,706,250	G.O. Improvement Bonds / Property Tax & Assessmen
Sherman (South to Garfield)	Infrastructure						1,750,000	1,750,000		1,750,000	G.O. Capital Project Bonds
Howard Dr./Lor Ray Dr. Roundabout - City Portion	Infrastructure					500,000		500,000		500.000	G.O. Improvement Bonds / Property Tax & Assessmen
Cliff Ct.	Infrastructure			650,000				650,000		650,000	The second secon
Wheeler Ave (300 Block)	Infrastructure			000,000	625,000						
, , ,								625,000		625,000	<u> </u>
Page Ave (Center to Range)	Infrastructure				650,000			650,000		650,000	
Valerie Lane (Marvin to Cliff)	Infrastructure					750,000		750,000		750,000	
Sub-Total Bonds Total 2020-2024 CIP		2,799,000	2,251,000	8,118,000	3,075,000	3,456,250	2,250,000	19,150,250	3,900,000	23,050,250	
Tetal 2020 2024 CID		4,352,303	4,678,848	10,040,348	4,962,748	5,286,998					



Strategic Program	2019 Forecast	2020 PROPOSED	2021 FORECAST	2022 FORECAST	2023 FORECAST	2024 FORECAST	Estimated 5 year	Future Years	TOTAL CIP	
Area							costs			Strategic Program Area
Public Safety	113,375	111,648	253,148	177,148	94,148	114,148	750,240	550,000	1,300,240	Public Safety
Recreation	408,823	465,000	5,981,000	385,000	465,000	445,000	7,741,000	1,760,000	9,501,000	Recreation
Infrastructure	3,525,105	4,099,200	3,806,200	4,400,600	4,807,850	3,655,000	20,768,850	3,930,000	24,698,850	Infrastructure
Comm. Dev.	305,000	3,000	. 	(#E)	ren:		3,000	Ne.	3,000	Comm. Dev.
Admin/Leg.		•8			15%		S=2	:(e1	Ne:	Admin/Leg.
North Kato Ideas	725	34(1911	9	<u> </u>	30	.90	:\ - :	U.S.	North Kato Ideas
	4,352,303	4,678,848	10,040,348	4,962,748	5,366,998	4,214,148	29,263,090	6,240,000	35,503,090	
	:•			(+ 0)	80,000	60,000	(94)	245	140,000	"

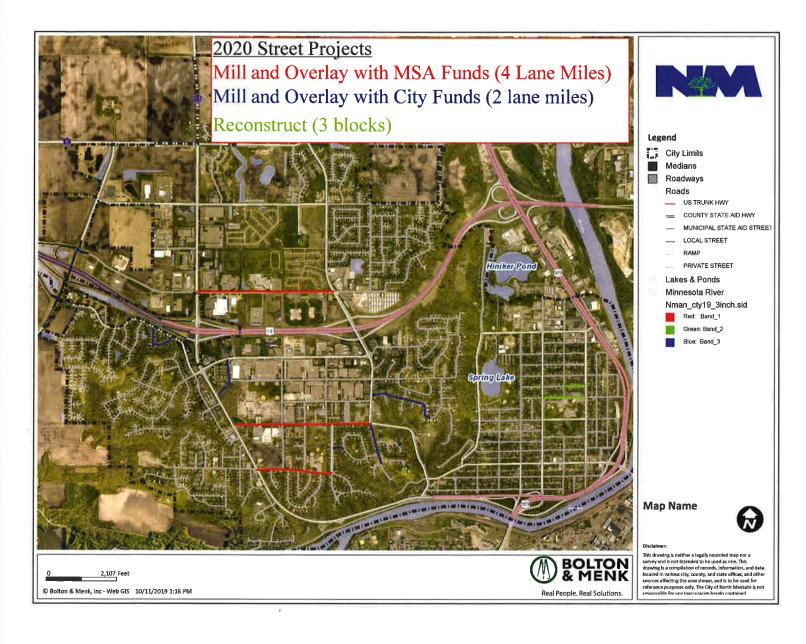
		2019 Forecast	2020 PROPOSED	2021 FORECAST	2022 FORECAST	2023 FORECAST	2024 FORECAST	Estimated 5 year costs	Future Years	TOTAL CIP	Funding Source
	Cash / Donation		¥	\#	40	**	**	-	•	72.	Cash / Donation
Cash	/ General Fund	(e	H.	:	:•:			·#C	57 4 5		Cash / General Fund
Cash / General F		317,523	390,000	385,000	385,000	385,000	385,000	1,930,000	()	1,930,000	Cash / General Fund / Donations
Cash / Capital Facilities & Equipment		689,996	249,648	584,148	476,148	314,148	374,148	1,998,240	2,340,000	4,338,240	Cash / Capital Facilities & Equipment Replacement
Community Developme	ent Block Grant	S-81	E		= 1	12 7		(2)			Community Development Block Grant
Cas	sh / Water Fund	67,874	338,200	303,200	341,600	436,600	420,000	1,839,600	: : : : : : : : : : : : : : : : : : :	1,839,600	Cash / Water Fund
Cas	sh / Sewer Fund	128,318	250,000	250,000	260,000	270,000	300,000	1,330,000	*	1,330,000	Cash / Sewer Fund
	G.O. Bonds	9	7	<u></u>	-9/			(8)		3.00	G.O. Bonds
G.O. Ab	batement Bonds	12	<u> </u>	72	91		9		3	<u></u>	G.O. Abatement Bonds
	al Project Bonds		#		-	2	1,750,000	1,750,000	(2)	1,750,000	G.O. Capital Project Bonds
G.O. Improvement Bonds / Property Tax & Specia		1,490,000	1,600,000	1,300,000	1,300,000	2,206,250		6,406,250	1,200,000		G.O. Improvement Bonds / Property Tax & Assessme
G.O. Improvement Bonds and Municipal Sta	ate Aid Advance			950	(#8)			-	1.0		G.O. Improvement Bonds and Municipal State Aid
Utility Fund	ds/Assessments		11 - 00				a.				Utility Funds/Assessments
Remaining	Bond Proceeds		2	540	<u>=</u> /			€ 1		•	Remaining Bond Proceeds
G.O. S	Sales Tax Bonds			5,500,000				5,500,000	-	5,500,000	G.O. Sales Tax Bonds
G	G.O. Utility Bond	1,309,000	500,000	500,000	500,000	500,000	500,000	2,500,000	(#:		G.O. Utility Bond
	TBD	7	151,000	168,000	17 0		-	319,000	3 ± 3	319,000	
		4,002,711	3,478,848	8,990,348	3,262,748	4,111,998	3,729,148	23,573,090	3,540,000	27,113,090	

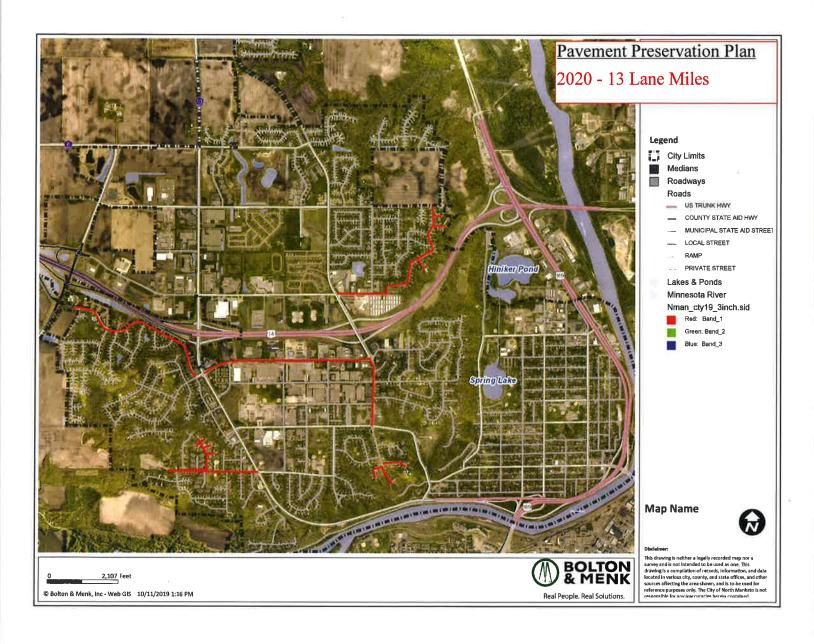


2020 Park Capital Improvements

- Benson Park: Final Lift of Asphalt in Parking Lot
- Benson Park: Babbling Brook near Shelter or Pedestrian Bridge
- Bluff Park Overlook
- Smaller Park Amenity Replacements (Rocking spring toys, seated digging toys, etc)
- Park Sign Replacements
- Spring Lake Park Shelter #1 Updates (Shingles, repaint, etc)
- Crackseal and Resurface Forest Heights Tennis Courts
- Replace Backstop at Walter S Farm and King Arthur Ball Fields
- Replace Centennial Park Decorative Concrete
- Spring Lake Park: Hockey Rink Board Repairs
- Update Lower Webster Batting Cages

Budget of \$390,000 for parks capitol improvements in 2020.





WATEI	WATER CAPITAL IMPROVEMENT AND MAINTENANCE PLAN	MENT A	9	MAINTEN	ANCE PLA	z				
ltem	Category	2020		2021	2022	2023	_	2024	``	2025
Water Tower Re-Painting (Tower and Carlson)	Capitol Improvement	\$ 185,000.00	8.				r		l	
Reroof Plant 2	Capitol Improvement		÷	200,000.00						
SCADA Upgrades	Capitol Improvement			0,	\$ 10,000.00					
Pull and Repair Well 5	Maintenance	\$ 100,000.00	90:				l		l	
Pull and Repair Well 6	Maintenance		S	100,000.00						
Pull and Repair Well 9	Maintenance			-	\$ 65,000.00					
Pull and Repair Well 7	Maintenance					\$ 65,0	65,000.00			
Rehad Filter 1 at Plant 2	Maintenance			0,	\$ 350,000.00					
Rehab Filter 2 at Plant 2	Maintenance				-	\$ 350.0	350,000,00			
Reroof Plant 1	Maintenance							\$ 125,000.00		
Pull and Repair Well 8	Maintenance		_					\$ 65,000.00		
Pull and Repair Well 5	Maintenance								ś	100,000.00
Wellhead Protection Measures	Maintenance	\$ 5,000.00	\$ 00.	5,000.00	\$ 5,000.00	\$ 5,0	5,000.00	\$ 5,000.00	w	5,000.00
Micrometer Mag Meter at Well 8	Maintenance	\$ 6,600.00	8							
Micrometer Mag Meter at Plant 1 Clearwell	Maintenance	\$ 6,600.00	00							
Generator Transfer Switch at Plant 1	Maintenance	\$ 20,000.00	8		200					
Micrometer Mag Meter at Well 6	Maintenance		·s	00.009,9						
Micrometer Mag Mater at Well 5	Maintenance		Φ.	6,600.00						
	Total Capitol Improvement	\$ 185,000.00	.00 \$	200,000.00	10,000.00	s	·	\$	ş	
	Total Maintenance	\$ 138,200.00 \$	÷ 00.	118,200.00 \$	420,000.00 \$		420,000.00 \$	\$ 195,000.00 \$		105,000.00
	Total	\$ 323,200.00 \$	00	318,200.00 \$	430,000.00 \$		420,000.00 \$	\$ 195,000.00	ş	105,000.00

2025	5707								\$ 88,000.00													\$ 25.000.00					-	\$ 233,000,00
7000	4707							120,000,00														20.000.00		25,000.00	75,000.00	150,000.00	120.000.00	270,000,00
2023	2023					120 000 00	-	^													40.000.00	Ş		25,000.00		120,000.00		260,000,00
2022	7707			00 000 01	30,000.00	2000000	7													200000	\$			25,000.00 \$	75,000.00 \$	-	_	_
2021	1707		000000	-	ΛU	>								10,000.00	15,000.00	20,000.00	40.000.00	5.000.00	7 500 00	\$)			v	25,000.00 \$	-	_	252.500.00
Category 2020 2021 2022		140,000.00	32,000.00	n					12 000 00	13,000.00	5,000.00	5,000.00	7,500.00	\$	₹S.	S	· v	· vī		-					45,000.00 \$	⊢	_	250.500.00 \$
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	בפובפסו	Capitol Improvement	Capitol Improvement	Capital Improve	Capitol Improvement	Capitol Improvement	Capitol Improvement	Capitol Improve	Majatosa en	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Total Capitol Improvement	Total Maintenance	Total
		nprovements	Covements	amont.	ement	Į.	to	+0		9	7#1	2		ierce)	lp #2	: Terrace)	nd 2	14		9	and 2							
Item	me and Control las	Now, 1/2 for with 4.4	Maryin Lift Station Plump and Control Improvements	Carol Court Gravity Overflow Benjacement	Maryin Lift Station Forcemain Replacement	Northridge Forcemain Replacement	Marie I ane Forcemain Benjacement	Howard Or Forcemain Replacement	Boolean Manual Chiman	arviii L3 Puriip 2	Air Conditioner at Main Lift Station #2	VFD at Main Lift Station 2, Pump 5	Main Lift Station Roof #1	Manhole Lining Project (Lexington, Pierce)	Replace Northridge Lift Station Pump #2	Manhole Lining Project (Howard Dr, Oak Terrace)	Replace Marie Lift Station Pump 1 and 2	VFD at Main Lift Station 2, Pump 4	Main Lift Station Roof #2	VFD at Main Lift Station 2. Pump 6	Replace Howard Lift Station Pump 1 and 2	Replace Oak Terrace Pump 1	Replace Oak Terrace Controls	Manhole Lining Project	Sewer Lining Projects			
	I decitors fill the	Now 1/2	I iff Station Pum	arol Court Gravity	arvin Lift Station F	Northridge Forc	Marie Lane Forc	Howard Or Force	ordana A	hepiace ivia	Air Conditioner a	VFD at Main Lil	Main Lift S	anhole Lining Pro	eplace Northridg	ole Lining Project	eplace Marie Lift	VFD at Main Lif	Main Lift S	VFD at Main Lif	place Howard Lif	Replace Oak	Replace Oak	Manhole	Sewer Li			



We the people of the Greater Mankato Community Acknowledge the Indigenous history in the Greater Mankato area, especially with the Dakota people, whose homeland was and continues to be in our region of living, working, and learning; and whose language frames our name - Mahkato.

WE SHARE IN THE COMMON BELIEF AND UNDERSTANDING OF OUR UNITED COMMITMENT AS ONE INCLUSIVE COMMUNITY.

- A community whose strengths outweigh our weaknesses.
- A community of neighbors to advance the lives of all members.
- A community whose differences bring us closer together than divides us.
- A community where education extends beyond any classroom.
- A community where we share our resources and leverage our access.
- A community where all members contribute to its vitality by standing against intolerance and ideals that work to exclude others.