

**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Monday, January 27, 2014
Community Center Governors' Room - 7:00 p.m.

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. APPROVAL OF MINUTES**
- IV. VISITORS**
 - A. Scheduling of Visitor Comments on Agenda Items
 - B. General Visitor Comments

- V. APPROVAL OF CONSENT AGENDA ITEMS**

- VI. UNFINISHED BUSINESS**

None scheduled

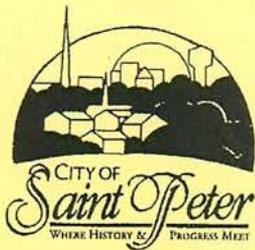
- VII. NEW BUSINESS**
 - A. Refuse Hauling Bid Award
 - B. City of Nicollet Building Inspection Contract
 - C. Nicollet County Senior Services Contract
 - D. Nicollet County Library Services Contract
 - E. 2014 Equipment Certificate Purchase: Street Sweeper

- VIII. REPORTS**
 - A. MAYOR**
 - B. CITY ADMINISTRATOR**
 - 1. City Office Closure
 - 2. Winterfest Medallion Hunt
 - 3. Others

- IX. EXECUTIVE SESSION**
 - A. Resolution Calling For Closed Session
ADJOURN TO CLOSED SESSION IN TDS ROOM
 - 1. Sale of City Owned Land**RETURN TO OPEN SESSION**

- X. ADJOURNMENT**

Office of the City Administrator
Todd Prafke



I. CALL TO ORDER

Mayor Strand will call the meeting to order and lead the Pledge of Allegiance.

II. APPROVAL OF AGENDA

A motion to approve the agenda, as posted in accordance with the Open Meetings Law, will be entertained. A MOTION is in order.

III. APPROVAL OF MINUTES

A copy of the minutes of the January 13, 2014 regular Council meeting is attached for approval. A MOTION is in order.

IV. VISITORS

A. **Scheduling of Visitor Comments On Agenda Items**

Members of the audience wishing to address the Council with regard to an agenda item later in the meeting should be noted at this time.

B. **General Visitor Comments**

Members of the audience wishing to address the Council concerning items not on the agenda may do so at this time.

V. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for January 10, 2014 through January 22, 2014 are attached. Please see the attached staff reports and RESOLUTION.

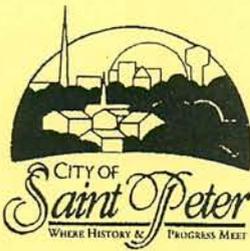
VI. UNFINISHED BUSINESS

None scheduled.

VII. NEW BUSINESS

A. **ADOPTION OF A RESOLUTION AWARDED BID FOR REFUSE HAULING CONTRACT**

Two bids were received for a five-year residential refuse hauling contract. Staff recommends award of the base bid to LJP Enterprises Waste Recycling LLC. Please see the attached staff report and RESOLUTION.



B. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF BUILDING INSPECTION SERVICES CONTRACT WITH CITY OF NICOLLET

Staff recommends execution of a one-year renewal contract with the City of Nicollet for City of Saint Peter staff to provide building inspection services. Please see the attached staff report and RESOLUTION.

C. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF SENIOR SERVICES CONTRACT WITH NICOLLET COUNTY

Staff recommends execution of a two-year renewal contract with Nicollet County for the provision of senior services to City residents. Please see the attached staff report and RESOLUTION.

D. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF LIBRARY SERVICES CONTRACT WITH NICOLLET COUNTY

Staff recommends execution of a one-year renewal contract with Nicollet County for provision of library services to County residents living outside of the City limits. Please see the attached staff report and RESOLUTION.

E. ADOPTION OF A RESOLUTION APPROVING 2014 EQUIPMENT CERTIFICATE PURCHASE OF A REPLACEMENT STREET SWEEPER

Staff recommends approval be provided for purchase of a replacement street sweeper to be funded by the 2014 equipment certificate. Please see the attached staff report and RESOLUTION.

VIII. REPORTS

A. MAYOR

Any reports by the Mayor will be provided at this time.

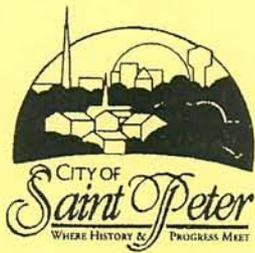
B. CITY ADMINISTRATOR

1. REPORT ON CITY OFFICE CLOSURES

All non-emergency City offices will be closed on Tuesday, February 4th until 1:30 p.m. for staff training. A report will be provided at this time.

2. REPORT ON WINTERFEST MEDALLION

A report will be provided at this time on the Winterfest medallion hunt and protecting City property.



3. OTHERS

Any further reports by the City Administrator will be provided at this time.

IX. EXECUTIVE SESSION

A. ADOPTION OF A RESOLUTION CALLING FOR CLOSED SESSION TO DISCUSS LAND SALE NEGOTIATIONS

State law allows for public meetings to be closed to discuss land sale negotiations. Staff recommends the meeting be closed at this time to discuss negotiations related to sale of City owned land. Please see the attached RESOLUTION.

ADJOURN TO CLOSED SESSION IN THE TRAVERSE DES SIOUX ROOM

B. DISCUSSION OF LAND SALE NEGOTIATIONS

Discussion will take place at this time regarding negotiations for sale of City owned land.

RETURN TO OPEN SESSION

X. ADJOURNMENT

Office of the City Administrator
Todd Prafke

CITY OF SAINT PETER, MINNESOTA

OFFICIAL PROCEEDINGS

**MINUTES OF THE CITY COUNCIL MEETING
JANUARY 13, 2014**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Governors' Room of the Community Center on January 13, 2014.

A quorum present, Mayor Strand called the meeting to order at 7:00 p.m. The following members were present: Councilmembers Zieman, Kvamme, Brand, Mayor Strand and Councilmembers-elect Grams and Parras. Absent was Councilmember Carlin. The following officials were present: City Administrator Prafke, City Attorney Brandt, and City Engineer Domras.

Oath of Office – City Administrator Prafke administered the oath of office to incoming Councilmembers Stephen Grams and Roger Parras. The meeting recessed at 7:03 p.m. to allow the new Councilmembers time to take photos with their families.

The meeting resumed at 7:08 p.m.

Approval of Agenda – A motion was made by Parras, seconded by Zieman, to approve the agenda. With all in favor, the motion carried.

Approval of Minutes – A motion was made by Kvamme, seconded by Zieman, to approve the minutes of the December 9, 2013 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the December 9, 2013 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 18.

Consent Agenda – In motion by Kvamme, seconded by Brand, Resolution No. 2014-01 entitled "Resolution Approving Consent Agenda" was introduced. Councilmember Kvamme asked for more information on the "auto scrubber" that was being purchased. City Administrator Prafke indicated it was a machine to clean floors at the Community Center. Councilmember Zieman questioned his appointment as liaison to the Hospital Commission. Mayor Strand indicated Zieman's appointment was only until the return of Councilmember Carlin who would then serve in the position. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-01 is contained in the City Administrator's book entitled Council Resolutions 19.

Revolving Loan Request: JAEL Properties, LLC – Community Development Director Wille presented the Economic Development Authority (EDA) recommendation for approval of a \$65,008 revolving loan to JAEL Properties LLC which is the real estate holding company for River Valley Birth Center located at 526 West Park Row. Community Development Director Wille reported that in response to Councilmember concerns about the level of owner equity in the project, the loan was being restructured to require that \$10,813 of the owner's money must be spent before the final \$15,000 of revolving loan funds was disbursed to the applicant. Wille indicated the loan would be amortized over a period of 20 years with a balloon payment due at 10 years at three percent (3%) interest. Wille also pointed out the loan would be secured by a second mortgage on the property, liens on the furniture, fixtures, equipment and accounts

receivables and personal guarantees by the applicant and her spouse. Wille further noted the loan will be due and payable if the business closes or relocates out of the community and the applicants will be required to submit an annual year-end business report until paid in full. Wille suggested that interest only payments be required until all expenditures were made by the applicant and then the loan would be amortized as recommended by the EDA. In motion by Zieman, seconded by Kvamme, Resolution No. 2014-02 entitled "Resolution Approving \$65,008 Revolving Loan To JAEL Properties, LLC To Partially Finance Acquisition, Remodeling, and Reconstruction Of Property At 526 West Park Row", was introduced with the addition of the following language:

"The EDA loan funds and owner equity related to the remodeling of the structure shall be drawn down proportionally as invoices are submitted. The applicant shall demonstrate that the \$10,813 committed to paying miscellaneous expenses has been expended prior to the applicant's access to the working capital funded by the EDA loan dollars."

Upon roll call, with all in favor, the Resolution was declared passed and adopted as modified. A complete copy of Resolution No. 2014-02 is contained in the City Administrator's book entitled Council Resolutions 19.

Electric Generation Sets Maintenance Agreement – Water Utilities Superintendent Moulton presented Public Works Director Giesking's recommendation for acceptance of the low quote from NCummins for a five year maintenance contract for the City's emergency generators in the amount of \$60,836.08 per year. Moulton reported the agreement covered 17 emergency generators that all together could produce 17 MW of electricity and the budgeted amount for the contract was \$100,000. In motion by Brand, seconded by Parras, Resolution No. 2014-03 entitled "Resolution Approving Execution Of Maintenance Contracts For Broadway Generation Plant Generators And The City's Emergency Generators", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-03 is contained in the City Administrator's book entitled Council Resolutions 19.

Sidewalk/Trails "No Winter Maintenance" Designation – Water Utilities Superintendent Moulton presented Public Works Director Giesking's recommendation to extend the "no winter maintenance" designation for specific trails and sidewalks for the winters through May 1, 2015. City Administrator Prafke indicated that the designation would reduce the mileage of trails being cleaned by City crews after each snowfall by 35%; one side of the road would always have an open trail/sidewalk; and the designation would allow City crews to clean trails/sidewalks that were the City's responsibility in a timely fashion which would allow enforcement of the rules for private sidewalks. In motion by Zieman, seconded by Brand, Resolution No. 2014-04 entitled "Resolution Establishing 'No Winter Maintenance' Trails For The Winters Of 2013-2014 and 2014-2015", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-04 is contained in the City Administrator's book entitled Council Resolutions 19.

Polar Bear Plunge Request – City Administrator Prafke recommended approval be provided for the Sheriff's Department to use Hallett's Pond for the February 1st Special Olympics Polar Bear Plunge. Prafke noted there was some City cost involved in the request as City staff provides 4-8 hours of labor to make cuts in the ice for the event. In motion by Zieman, seconded by Parras, Resolution No. 2014-05 entitled "Resolution Authorizing Use Of Hallett's Pond For Polar Bear Plunge", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-05 is contained in the City Administrator's book entitled Council Resolutions 19.

Council Out Of State Travel Request – City Administrator Prafke presented a resolution that would authorize out of state travel by Councilmember Kvamme and Mayor Strand to attend the March American Public Power Association (APPA) legislative rally in Washington DC at an approximate cost of \$6,500. Prafke also noted that Public Works Director Giesking would be attending the event. Councilmember Zieman questioned whether it was necessary to send three people to the event, at a very high cost, in light of the need to raise electric rates in the future. Prafke noted that the travel was discussed as part of the budget discussions in the fall of 2013. Zieman asked to have additional discussion about any future travel earlier in the budget process. Mayor Strand expressed his belief that it is important to support the efforts of Southern Minnesota Municipal Power Agency (SMMPA), as they make presentations to Minnesota's congressional delegation at the time of the APPA rally. In motion by Parras, seconded by Brand, Resolution No. 2014-06 entitled "Resolution Authorizing Elected Official Travel", was introduced. Upon roll call, Councilmembers Grams, Kvamme, Brand, Parras, and Mayor Strand voting aye, Councilmember Zieman voting nay, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-06 is contained in the City Administrator's book entitled Council Resolutions 19.

Purchasing Agent and Purchase Request – Police Chief Peters requested authorization for the City to serve as purchasing agent for the River Valley Tactical Team (RVTT) and authorize City participation in purchase of a replacement armored vehicle and a new robot for use by the team at a City cost of approximately \$55,711.28 (\$334,267.65 total cost) with the City's portion being funded by the 2014 equipment certificate. Peters reported the vehicle is used to transport personnel and equipment to scenes where the Tactical Team is needed and to provide protection in the event the suspect shoots at the team and/or neighboring individuals need to be evacuated from the scene. Peters reported the member jurisdictions had pursued grant funding and other options for funding the purchase but no funding was available and each member jurisdiction had budgeted for their share.

Peters further explained that the robot, which has audio and video capabilities, would be used to allow the team to explore dangerous locations without entering the area. Peters also noted the robot could be used to enter suspected meth labs and determine which chemicals were present which may reduce or eliminate the need for protective gear.

Councilmember Parras questioned how many times per year the armored vehicle was used. Peters reported it was used on every call the team responded to which averaged 17 per year since 2002. Peters also pointed out that with Le Sueur County joining the team the call-outs would increase.

Councilmember Grams questioned whether the amounts paid by each jurisdiction could be divided based on population or calls to that jurisdiction. Peters responded that those options had been discussed many times by the jurisdictions, but it was determined that there was no good and equitable way to determine those amounts as small towns like Mapleton would not be able to afford the cost and Mapleton actually had a large number of calls in the previous year.

Councilmember Zieman questioned the maintenance costs for the vehicle. Peters replied that most of the regular maintenance was done by City of Mankato staff and if there was a big expense, it would be funded by the RVTT budget. Zieman also questioned what would be done with the current vehicle and Peters and City Administrator Prafke suggested it may have to be returned to the U.S. Army which had originally provided the vehicle to the team when it became Army surplus.

A motion was made by Parras, seconded by Brand to table action on the agenda item until further discussion at a workshop. With Councilmembers Parras and Brand voting aye, Councilmembers Kvamme, Zieman, Grams and Mayor Strand voting nay, the motion failed.

In motion by Zieman, seconded by Kvamme, Resolution No. 2014-07 entitled "Resolution Approving City Service As Purchasing Agent And Approving Purchase Of Armored Vehicle For River Valley Tactical Team", was introduced. Upon roll call, Councilmembers Grams, Kvamme, Brand, Zieman, and Mayor Strand voting aye, Councilmember Parras voting nay, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-07 is contained in the City Administrator's book entitled Council Resolutions 19.

Taxi License Application – City Administrator Prafke recommended approval of a taxi license application submitted by Kato Cab. Prafke indicated nothing was found in the background investigation that would prohibit issuance of the license. In motion by Kvamme, seconded by Brandt, Resolution No. 2014-08 entitled "Resolution Approving Taxi License", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-08 is contained in the City Administrator's book entitled Council Resolutions 20.

Reports

Mayor's Report – Mayor Strand thanked former Councilmember Pfeifer for serving in his place during the December 2013 meeting. Strand also reported on his recent activities which included attending a Region 9 Development Commission board meeting. Strand indicated he would be attending a board of directors meeting for the Coalition of Greater Minnesota Cities (COGMC).

City/County Meeting Discussion – City Administrator Prafke reported discussion at the January 8th City/County meeting included transportation issues; Highway 169 project; the new County building; senior services contract; housing; and commercial and retail development.

Fire Truck Donation – City Administrator Prafke reported the City fire truck donated to the city of Petatlan Mexico had arrived.

City Office Closure – Martin Luther King Jr. Day – City Administrator Prafke reminded the public that non-emergency City offices will be closed on Martin Luther King, Jr. day and the Council workshop would be rescheduled to Tuesday, January 21st.

Deer Feeding – City Administrator Prafke asked that anyone within the community who is feeding deer refrain from doing so. Prafke indicated more information on the dangers and problems associated with feeding wild deer would be included in the Hot Sheet and on the City's website.

Snow Storm Preparations – City Administrator Prafke reported the Streets crew was pre-treating collector streets in anticipation of a snowstorm that was forecast and encouraged property owners to make sure their sidewalks were cleared of snow and ice within 24 hours of the snow ending.

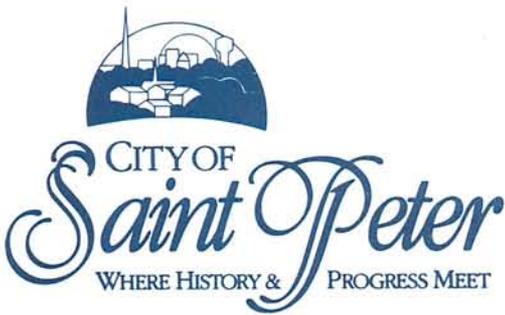
Councilmember Kvamme reported that as the newly elected Vice Chair of the Regional Economic Development Alliance (REDA), he would have a seat on the Greater Mankato Growth board of directors.

There being no further business, a motion was made by Brand, seconded by Parras, to adjourn. With all in favor, the motion carried and the meeting adjourned at 8:15 p.m.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

To: Pete Moulton
Water Utilities Superintendent

Date: January 14, 2014

From: Chris Voeltz *CV*
Water Foreman

*OK
LGS
1/21/14*

*OK
PTM
1-15-14*

RE Water Meter Inventory Purchase

Action/Recommendation

Approve the purchase of 100 water meters for inventory from Dakota Supply Group of Burnsville Minnesota in the amount of \$17,450.00.

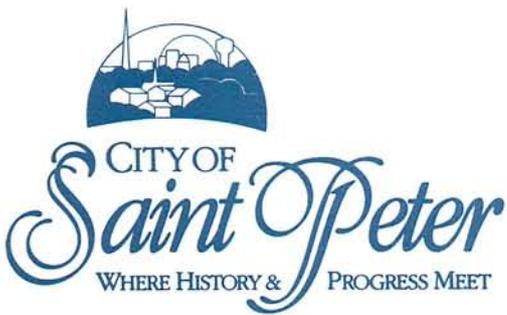
Background

Staff is in the process of restocking some of its water meter inventory that has been used. The Water Utility budget under line item 601.49430 contains money allocated for the purpose of these items.

Staff prepared a "request for quote" specification that would allow three water meter vendors to quote competitively for delivery of 100 water meters. Of the three companies all supplied quotes that met the minimum requirements for delivery, taxes, and materials.

Quotes were received from:

<u>Company</u>	<u>Cost per meter</u>	<u>Total cost w/delivery</u>
Dakota Supply Group – Burnsville	\$ 174.00	\$ 17,450.00
Metering & Technology Solutions - Burnsville	\$ 183.00	\$ 18,300.00
Minnesota Pipe and Equipment- Farmington	\$ 190.80	\$ 19,080.00



Memorandum

To: Todd Prafke
City Administrator

Date: January 22, 2014

Fr: Cindy Moulton *Cindy*
Administrative Secretary

Re: Temporary License

ACTION/RECOMMENDATION

Provide approval of a temporary license.

BACKGROUND

The Knights of Columbus will be holding their annual fish boil on March 21, 2014 at the Church of St. Peter, 1801 West Broadway. They have applied for a temporary On Sale Beer License in order to sell 3.2 beer at the event.

Please place this item on the January 27, 2014 City Council consent agenda.

FISCAL IMPACT:

None other than receipt of the permit fee.

ALTERNATIVES/VARIATIONS:

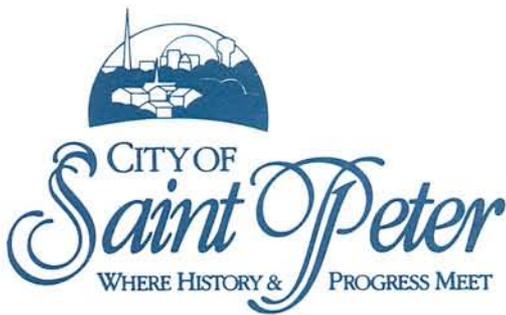
Do Not Act: No further action will be taken without Council direction.

Denial: The applicants will be informed of the Council decision.

Modification of the Resolution: This is always an option of the Council.

Please feel free to contact me if you have any questions or concerns about this agenda item.

CKM



Memorandum

TO: Todd Prafke
City Administrator

DATE: 1/22/2014

FROM: Paula O'Connell
Finance Director

RE: Meter Reader Hire

ACTION/RECOMMENDATION

Approve the hire of Richard Hurlbert as a Part-Time Meter Reader at a wage of \$12.41 per hour.

BACKGROUND

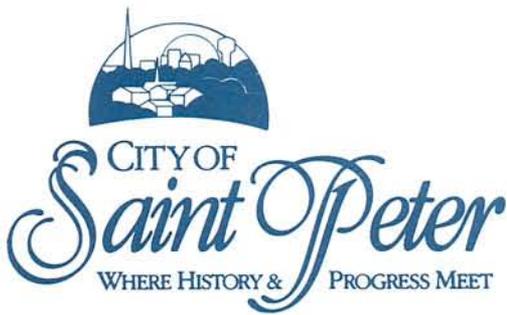
In January, we conducted the meter reading process without our third regular Meter Reader and one of the three Meter Readers has since submitted his resignation.

Since the job description was reviewed and advertisements were placed in October we did not re-advertise, rather we interviewed for a replacement from the October pool of applicants. Three additional interviews were conducted.

Based on those interviews I am recommend hiring Richard Hurlbert at a wage of \$12.41 per hour. Please include this appointment on the consent agenda for the January 27, 2014 regular Council meeting.

Please feel free to contact me if you have any questions or concerns on this agenda item.

PO



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 1/21/2014

FROM: Todd Prafke
City Administrator

RE: Fee Schedule Correction

ACTION/RECOMMENDATION

Include correction of a fee schedule charge on the consent agenda for January 27, 2014.

BACKGROUND

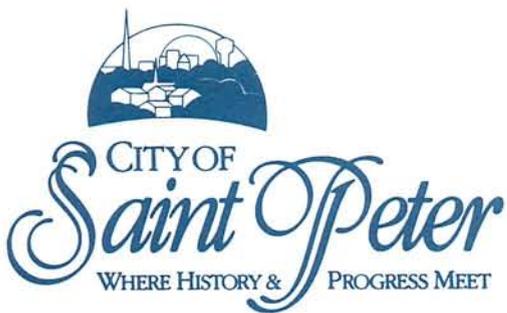
Since the adoption of the revised municipal fee schedule, an error was discovered in the charge for use of water through a hydrant meters. The adopted fee schedule shows the charge is for the first 230 days of use. The recommendation had been that the charge was for the first thirty (30) days of use and staff recommends the fee schedule be corrected to reflect the 30 days of use stipulation as follows:

- | | |
|--|--|
| 128. Hydrant Meter Charge - provides meter for a period of
1-30 days plus charges for all water used. | \$200 first 30 days plus
\$50/week thereafter |
|--|--|

This correction has been included on the consent agenda for Council consideration.

Please feel free to contact me if you have any questions or concerns about this agenda item.

TP/bal



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 1/23/2014

FROM: Todd Prafke
City Administrator

RE: Advisory Board Appointment

ACTION/RECOMMENDATION

Provide for reappointment of a member on the Heritage Preservation Commission and Economic Development Authority

BACKGROUND

Mayor Strand has recommended the reappointment of two advisory board members as follows:

HERITAGE PRESERVATION COMMISSION

Warren Friessen (2014-2016)

ECONOMIC DEVELOPMENT AUTHORITY

Jay Hansen (2014-2018)

Please include consideration of these advisory board appointments as part of the consent agenda.

Please feel free to contact me if you have any questions or concerns about this agenda item.

TP/bal

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALPHA WIRELESS COMMUNICATIONS CO	replaced jake p radio	GENERAL FUND	STREETS	935.00
			TOTAL:	935.00
BRANDT LAW OFFICE	civil	GENERAL FUND	LEGAL SERVICES	2,345.50
	criminal	GENERAL FUND	LEGAL SERVICES	6,974.00
	jari	TORNADO DISASTER R	ECONOMIC DEVMT	140.00
	welco west	2004 SUBDIVISIONS	ECONOMIC DEVMT	112.00
	roundabout	PERM IMPROVMENT RE	STREETS	861.00
	washington ave link	PERM IMPROVMENT RE	STREETS	1,725.95
	green valley	WATER	ADMIN AND GENERAL	84.00
	rice lake	WATER	ADMIN AND GENERAL	28.00
	prof svc	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	14.00
			TOTAL:	12,284.45
CARQUEST AUTO PARTS STORES	cleaner,thermostat	GENERAL FUND	POLICE	22.94
	grease gun hose.fastners,p	GENERAL FUND	STREETS	16.69
	lift support,cab lens	GENERAL FUND	STREETS	29.17
	grease gun hose.fastners,p	GENERAL FUND	PARKS	16.69
	grease gun hose.fastners,p	WATER	DISTRIBUTION AND STORA	8.34
	grease gun hose.fastners,p	WASTE WATER FUND	SOURCE/TREATMENT	8.34
	#203 heater repair	WASTE WATER FUND	ADMIN AND GENERAL	24.25
	grease gun hose.fastners,p	ENVIRON SERVICES F	REFUSE DISPOSAL	8.34
	grease gun hose.fastners,p	ELECTRIC FUND	POWER DISTRIBUTION	16.69
	grease gun hose.fastners,p	STORMWATER FUND	TREATMENT	8.34
	headlamp	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	6.95
			TOTAL:	166.74
CHEMSEARCH	pro brite cleaning agents	GENERAL FUND	STREETS	48.09
	pro brite cleaning agents	GENERAL FUND	PARKS	48.09
	pro brite cleaning agents	WATER	DISTRIBUTION AND STORA	24.05
	pro brite cleaning agents	WASTE WATER FUND	SOURCE/TREATMENT	24.05
	pro brite cleaning agents	ENVIRON SERVICES F	REFUSE DISPOSAL	24.05
	pro brite cleaning agents	ELECTRIC FUND	POWER DISTRIBUTION	48.09
	pro brite cleaning agents	STORMWATER FUND	TREATMENT	24.05
			TOTAL:	240.47
CINTAS CORPORATION #754	dec uniforms	ELECTRIC FUND	ADMIN AND GENERAL	655.28
			TOTAL:	655.28
COMPUTER TECHNOLOGY SOLUTIONS, INC.	library computer	LIBRARY FUND	LIBRARY	652.50
			TOTAL:	652.50
COPIER BUSINESS SOLUTIONS	contract overage 12/10-1/9	GENERAL FUND	RECREATION/LEISURE SER	23.03
	contract overage 12/10-1/9	COMMUNITY CENTER	COMMUNITY CENTER	23.04
			TOTAL:	46.07
ERICKSON OIL PRODUCTS INC	december fuel	WATER	SOURCE OF SUPPLY	8.16
	december fuel	WATER	PURIFICATION AND TREAT	12.24
	december fuel	WATER	DISTRIBUTION AND STORA	61.18
	december fuel	WASTE WATER FUND	COLLECTOR/LIFT STAT	103.96
	december fuel	STORMWATER FUND	TREATMENT	52.69
			TOTAL:	238.23
GOPHER STATE ONE-CALL INC	december 2013 locates	WATER	DISTRIBUTION AND STORA	5.32
	december 2013 locates	WASTE WATER FUND	COLLECTOR/LIFT STAT	5.32
	december 2013 locates	ELECTRIC FUND	POWER DISTRIBUTION	5.31

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	15.95
HACH COMPANY	sensor cap	WASTE WATER FUND	SOURCE/TREATMENT	136.87
			TOTAL:	136.87
INFRATECH	gas monitor repairs	WATER	ADMIN AND GENERAL	459.63
	gas monitor repairs	WASTE WATER FUND	ADMIN AND GENERAL	459.62
			TOTAL:	919.25
INGRAM BOOK COMPANY	new library materials	LIBRARY FUND	LIBRARY	124.41
			TOTAL:	124.41
JAVENS MECHANICAL CONTRACTING CO.	2013 fall p.m.	WASTE WATER FUND	SOURCE/TREATMENT	885.00
			TOTAL:	885.00
JOHNSON AGGREGATES	coarse washed sand	GENERAL FUND	STREETS	1,346.39
			TOTAL:	1,346.39
MATT PARROTT AND SONS CO	invoice paper	GENERAL FUND	FINANCE	56.80
	invoice paper	WATER	ADMIN AND GENERAL	14.20
	invoice paper	WASTE WATER FUND	ADMIN AND GENERAL	14.20
	invoice paper	ENVIRON SERVICES F	ADMIN AND GENERAL	14.21
	invoice paper	ELECTRIC FUND	ADMIN AND GENERAL	14.20
			TOTAL:	113.61
MENARDS	celing duster & adapter	COMMUNITY CENTER	COMMUNITY CENTER	29.29
			TOTAL:	29.29
MISC VENDOR FLAGSHIP RECREATION LL	treemendous ada compl repr	GENERAL FUND	RECREATION/LEISURE SER	300.00
			TOTAL:	300.00
MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL	4th qtr unemployment	LIBRARY FUND	LIBRARY	52.18-
	4th qtr unemployment	COMMUNITY CENTER	COMMUNITY CENTER	249.00
			TOTAL:	196.82
MN DEPT OF LABOR & INDUSTRY	4th qtr state surcharge	GENERAL FUND	BUILDING INSPECTOR	1,470.61
			TOTAL:	1,470.61
NELSON PRINTING COMPANY	ups safety vests	GENERAL FUND	STREETS	2.89
	ups safety vests	GENERAL FUND	PARKS	2.31
	ups safety vests	WATER	ADMIN AND GENERAL	1.16
	ups	WATER	ADMIN AND GENERAL	30.93
	ups safety vests	WASTE WATER FUND	ADMIN AND GENERAL	1.16
	ups	WASTE WATER FUND	ADMIN AND GENERAL	39.20
	ups safety vests	ENVIRON SERVICES F	ADMIN AND GENERAL	1.15
	ups safety vests	ELECTRIC FUND	ADMIN AND GENERAL	2.89
	ups	ELECTRIC FUND	ADMIN AND GENERAL	49.88
	sharpie	ELECTRIC FUND	ADMIN AND GENERAL	1.34
			TOTAL:	132.91
NICOLLET COUNTY BANK	dec ap & p/r	GENERAL FUND	FINANCE	7.73
	dec ap & p/r	WATER	ADMIN AND GENERAL	1.93
	dec ach utility bills	WATER	CUSTOMER ACCOUNTS	11.65
	dec ap & p/r	WASTE WATER FUND	ADMIN AND GENERAL	1.93
	dec ach utility bills	WASTE WATER FUND	CUSTOMER ACCOUNTS	11.65
	dec ap & p/r	ENVIRON SERVICES F	ADMIN AND GENERAL	1.93

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	dec ach utility bills	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	11.65
	dec ap & p/r	ELECTRIC FUND	ADMIN AND GENERAL	1.93
	dec ach utility bills	ELECTRIC FUND	CUSTOMER ACCOUNTS	11.65
			TOTAL:	62.05
NICOLLET COUNTY PUBLIC HEALTH	sr ctr prog coord dec	GENERAL FUND	SENIOR COORDINATOR	2,300.00
			TOTAL:	2,300.00
NORTH CENTRAL LABORATORIES	reagents	WATER	PURIFICATION AND TREAT	72.00
	reagents	WASTE WATER FUND	SOURCE/TREATMENT	661.38
			TOTAL:	733.38
NUTTER CLOTHING CO	jim n clothing allowance	GENERAL FUND	FIRE	76.80
	jim n clothing allowance	GENERAL FUND	PARKS	19.20
	jeff k clothing allowance	STORMWATER FUND	ADMINISTRATION AND GEN	168.00
			TOTAL:	264.00
QUILL	ink cartridges	GENERAL FUND	STREETS	12.60
	ink cartridges	GENERAL FUND	PARKS	10.08
	ink cartridges	WATER	ADMIN AND GENERAL	5.04
	ink cartridges	WATER	CUSTOMER ACCOUNTS	32.40
	ink cartridges	WASTE WATER FUND	ADMIN AND GENERAL	5.04
	ink cartridges	WASTE WATER FUND	CUSTOMER ACCOUNTS	32.40
	ink cartridges	ENVIRON SERVICES F	ADMIN AND GENERAL	5.02
	ink cartridges	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	32.39
	ink cartridges	ELECTRIC FUND	ADMIN AND GENERAL	12.60
	ink cartridges	ELECTRIC FUND	CUSTOMER ACCOUNTS	32.40
			TOTAL:	179.97
RED WING SHOE STORE	jerry h safety boots	ELECTRIC FUND	ADMIN AND GENERAL	195.49
			TOTAL:	195.49
RIVER'S EDGE HOSPITAL & CLINIC	lab work	GENERAL FUND	POLICE	41.50
	vaccine	WASTE WATER FUND	ADMIN AND GENERAL	118.80
			TOTAL:	160.30
RYAN ELECTRIC OF ST PETER	brdwy twr light lamp,balla	WATER	DISTRIBUTION AND STORA	532.98
			TOTAL:	532.98
RYAN PLUMBING & HEATING	reroute water htr circl li	WASTE WATER FUND	SOURCE/TREATMENT	277.28
			TOTAL:	277.28
AMBER SCHOTT	shoes	GENERAL FUND	POLICE	74.99
			TOTAL:	74.99
SHEIBLEY CONSULTING LLC	on-site assesment mdh	WASTE WATER FUND	SOURCE/TREATMENT	2,250.00
			TOTAL:	2,250.00
SOUTHERN MN MUNICIPAL POWER AGENCY	dec purchased power	ELECTRIC FUND	POWER SUPPLY	593,366.30
			TOTAL:	593,366.30
SPRINT SOLUTIONS, INC.	cell phone svc 12/15-1/14	GENERAL FUND	FIRE	17.84
	connection card data plan	WATER	ADMIN AND GENERAL	39.99
	on call phones 12/15-1/14	WATER	ADMIN AND GENERAL	24.30
	on call phones 12/15-1/14	WASTE WATER FUND	ADMIN AND GENERAL	29.87
	on call phones 12/15-1/14	ELECTRIC FUND	ADMIN AND GENERAL	24.63

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	136.63
ST PETER DEVELOPMENT CORP	theater liquidation procee	TORNADO DISASTER R	NON-DEPARTMENTAL	4,365.02
			TOTAL:	4,365.02
ST PETER FOOD CO-OP	wellness pd by bcbs	RESTRICTED CONTRIB	CITY ADMINISTRATION	668.20
			TOTAL:	668.20
ST PETER LUMBER CO	sideboard #44 intl	GENERAL FUND	STREETS	23.25
	brdwy deep root irrigator	WATER	PURIFICATION AND TREAT	277.77
	plywood	WATER	PURIFICATION AND TREAT	24.74
	wood,ruler	ELECTRIC FUND	POWER DISTRIBUTION	17.23
	sealant	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	14.99
			TOTAL:	357.98
ST PETER RENTAL CENTER	snow blower clip&pin-shear	WATER	PURIFICATION AND TREAT	11.54
			TOTAL:	11.54
STREICHER'S	clothing allowance amber s	GENERAL FUND	POLICE	199.96
			TOTAL:	199.96
SUNRISE PACKAGING	processing supplies	LIBRARY FUND	LIBRARY	234.64
			TOTAL:	234.64
TYLER TECHNOLOGIES	training, misc ar	GENERAL FUND	FINANCE	15.63
	misc accts receivable soft	GENERAL FUND	FINANCE	1,616.49
	training misc ar	GENERAL FUND	FINANCE	437.50
	training, misc ar	WATER	ADMIN AND GENERAL	3.91
	misc accts receivable soft	WATER	ADMIN AND GENERAL	404.12
	training misc ar	WATER	ADMIN AND GENERAL	109.38
	training, misc ar	WASTE WATER FUND	ADMIN AND GENERAL	3.91
	misc accts receivable soft	WASTE WATER FUND	ADMIN AND GENERAL	404.12
	training misc ar	WASTE WATER FUND	ADMIN AND GENERAL	109.38
	training, misc ar	ENVIRON SERVICES F	ADMIN AND GENERAL	3.89
	misc accts receivable soft	ENVIRON SERVICES F	ADMIN AND GENERAL	404.12
	training misc ar	ENVIRON SERVICES F	ADMIN AND GENERAL	109.36
	training, misc ar	ELECTRIC FUND	ADMIN AND GENERAL	3.91
	misc accts receivable soft	ELECTRIC FUND	ADMIN AND GENERAL	404.12
	training misc ar	ELECTRIC FUND	ADMIN AND GENERAL	109.38
			TOTAL:	4,139.22
VERIZON WIRELESS	phone svc 12/2-1/1	GENERAL FUND	POLICE	349.42
	water jet pack12/2/13-1/1/	WATER	ADMIN AND GENERAL	35.01
			TOTAL:	384.43
VON ESSEN TOWING	tire svcs	GENERAL FUND	POLICE	153.00
	tire svcs	GENERAL FUND	POLICE	90.00
	#90 tire svc	WASTE WATER FUND	COLLECTOR/LIFT STAT	72.00
	#107 tire svc	WASTE WATER FUND	COLLECTOR/LIFT STAT	36.00
	#12towing pull bumper off	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	35.00
			TOTAL:	386.00
WASTE MANAGEMENT OF SOUTHERN MINNESOTA	dec refuse pickup,disposal	ENVIRON SERVICES F	NON-DEPARTMENTAL	10.00
	dec refuse pickup,disposal	ENVIRON SERVICES F	REFUSE DISPOSAL	18,730.80
			TOTAL:	18,740.80

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WRITE ON	anniversary gifts	GENERAL FUND	POLICE	35.25
			TOTAL:	35.25
ZIEGLER INC	#48 trouble shoot trans co	GENERAL FUND	STREETS	591.06
			TOTAL:	591.06

===== FUND TOTALS =====

101	GENERAL FUND	19,710.50
211	LIBRARY FUND	959.37
217	COMMUNITY CENTER	301.33
240	TORNADO DISASTER REV LOAN	4,505.02
393	2004 SUBDIVISIONS - PIR	112.00
401	PERM IMPROVMENT REVOLVING	2,586.95
601	WATER	2,323.97
602	WASTE WATER FUND	5,715.73
603	ENVIRON SERVICES FUND	19,356.91
604	ELECTRIC FUND	594,973.32
606	STORMWATER FUND	253.08
610	HEARTLAND TRANSIT	70.94
820	RESTRICTED CONTRIBUTIONS	668.20

 GRAND TOTAL: 651,537.32

TOTAL PAGES: 5

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4 THE TEAM, LLC	dan k embroidery on 2013 c	ENVIRON SERVICES F	ADMIN AND GENERAL	14.00
			TOTAL:	14.00
A. H. HERMEL WHOLESALE	concessions	COMMUNITY CENTER	COMMUNITY CENTER	187.58
			TOTAL:	187.58
ALPHA WIRELESS COMMUNICATIONS CO	january ltr radio maintena	GENERAL FUND	MUNICIPAL BUILDING	58.53
	january ltr radio maintena	GENERAL FUND	PUBLIC WORKS ADMIN	81.94
	january ltr radio maintena	WATER	ADMIN AND GENERAL	56.08
	january ltr radio maintena	WASTE WATER FUND	ADMIN AND GENERAL	50.72
	january ltr radio maintena	ELECTRIC FUND	ADMIN AND GENERAL	50.73
			TOTAL:	298.00
BAKER & TAYLOR INC	annual lease program renew	LIBRARY FUND	LIBRARY	5,277.00
			TOTAL:	5,277.00
BLUE EARTH COUNTY	2014 drug task force appro	GENERAL FUND	POLICE	16,454.25
			TOTAL:	16,454.25
BOBCAT OF MANKATO	210&908tires,cut edge,filt	GENERAL FUND	PARKS	942.50
			TOTAL:	942.50
BROWN TRAFFIC PRODUCTS	#757led green arrow	ELECTRIC FUND	NON-DEPARTMENTAL	156.00
			TOTAL:	156.00
C. EMERY NELSON, INC.	sjwtp filters	WATER	PURIFICATION AND TREAT	968.00
			TOTAL:	968.00
CARTEGRAPH SYSTEMS, INC.	annual maintenance fee	GENERAL FUND	POLICE	714.70
	annual maintenance fee	GENERAL FUND	FIRE	306.30
	annual maintenance fee	GENERAL FUND	STREETS	1,531.50
	annual maintenance fee	GENERAL FUND	PARKS	510.50
	annual maintenance fee	WATER	DISTRIBUTION AND STORA	1,939.90
	annual maintenance fee	WASTE WATER FUND	ADMIN AND GENERAL	1,939.90
	annual maintenance fee	ENVIRON SERVICES F	ADMIN AND GENERAL	408.40
	annual maintenance fee	ELECTRIC FUND	ADMIN AND GENERAL	2,042.00
	annual maintenance fee	STORMWATER FUND	ADMINISTRATION AND GEN	408.40
	annual maintenance fee	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	408.40
			TOTAL:	10,210.00
COALITION OF GREATER MN CITIES	2014 member dues	GENERAL FUND	MEMBERSHIPS-UNALLOCATE	17,480.00
			TOTAL:	17,480.00
COLE PAPERS INC	towels,gloves,clnrs,bags	GENERAL FUND	CITY ADMINISTRATION	88.13
	degreaser	GENERAL FUND	CITY ADMINISTRATION	6.20
	towels,gloves,clnrs,bags	GENERAL FUND	CITY CLERK	88.13
	degreaser	GENERAL FUND	CITY CLERK	6.20
	towels,gloves,clnrs,bags	GENERAL FUND	FINANCE	58.75
	degreaser	GENERAL FUND	FINANCE	4.13
	towels,gloves,clnrs,bags	GENERAL FUND	POLICE	47.00
	degreaser	GENERAL FUND	POLICE	3.31
	towels,gloves,clnrs,bags	GENERAL FUND	BUILDING INSPECTOR	23.50
	degreaser	GENERAL FUND	BUILDING INSPECTOR	1.65
	towels,gloves,clnrs,bags	GENERAL FUND	PUBLIC WORKS ADMIN	11.75
	degreaser	GENERAL FUND	PUBLIC WORKS ADMIN	0.83
	plates,forks,towels,tissue	GENERAL FUND	STREETS	119.04

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	plates, forks, towels, tissue	GENERAL FUND	PARKS	119.04
	towels, gloves, clnrs, bags	GENERAL FUND	ECONOMIC DEVMT	5.88
	degreaser	GENERAL FUND	ECONOMIC DEVMT	0.41
	cleaning supplies	LIBRARY FUND	LIBRARY	99.24
	cleaning supplies	COMMUNITY CENTER	COMMUNITY CENTER	396.96
	lotion returned	COMMUNITY CENTER	COMMUNITY CENTER	107.01-
	plates, forks, towels, tissue	WATER	DISTRIBUTION AND STORA	59.52
	towels, gloves, clnrs, bags	WATER	ADMIN AND GENERAL	52.88
	degreaser	WATER	ADMIN AND GENERAL	3.72
	plates, forks, towels, tissue	WASTE WATER FUND	SOURCE/TREATMENT	59.52
	towels, gloves, clnrs, bags	WASTE WATER FUND	ADMIN AND GENERAL	52.86
	degreaser	WASTE WATER FUND	ADMIN AND GENERAL	3.71
	plates, forks, towels, tissue	ENVIRON SERVICES F	REFUSE DISPOSAL	59.52
	plates, forks, towels, tissue	ELECTRIC FUND	POWER DISTRIBUTION	119.04
	towels, gloves, clnrs, bags	ELECTRIC FUND	ADMIN AND GENERAL	158.63
	degreaser	ELECTRIC FUND	ADMIN AND GENERAL	11.16
	plates, forks, towels, tissue	STORMWATER FUND	TREATMENT	59.50
			TOTAL:	1,613.20
COMPUTER TECHNOLOGY SOLUTIONS, INC.	computer for city admin se	GENERAL FUND	CITY ADMINISTRATION	600.00
	tapes	GENERAL FUND	CITY ADMINISTRATION	7.32
	annual anti-virus renewal	GENERAL FUND	CITY ADMINISTRATION	8.09
	tapes	GENERAL FUND	FINANCE	26.34
	annual anti-virus renewal	GENERAL FUND	FINANCE	29.12
	tapes	GENERAL FUND	POLICE	33.65
	annual anti-virus renewal	GENERAL FUND	POLICE	37.21
	tapes	GENERAL FUND	FIRE	4.39
	annual anti-virus renewal	GENERAL FUND	FIRE	4.85
	computer for bldg director	GENERAL FUND	BUILDING INSPECTOR	600.00
	computer for bldg secretar	GENERAL FUND	BUILDING INSPECTOR	600.00
	tapes	GENERAL FUND	BUILDING INSPECTOR	4.39
	annual anti-virus renewal	GENERAL FUND	BUILDING INSPECTOR	4.85
	tapes	GENERAL FUND	PUBLIC WORKS ADMIN	10.24
	annual anti-virus renewal	GENERAL FUND	PUBLIC WORKS ADMIN	11.32
	tapes	GENERAL FUND	STREETS	2.93
	annual anti-virus renewal	GENERAL FUND	STREETS	3.24
	tapes	GENERAL FUND	RECREATION/LEISURE SER	19.02
	annual anti-virus renewal	GENERAL FUND	RECREATION/LEISURE SER	21.03
	tapes	GENERAL FUND	PARKS	1.46
	annual anti-virus renewal	GENERAL FUND	PARKS	1.62
	tapes	GENERAL FUND	ECONOMIC DEVMT	2.93
	annual anti-virus renewal	GENERAL FUND	ECONOMIC DEVMT	3.24
	tapes	LIBRARY FUND	LIBRARY	46.82
	annual anti-virus renewal	LIBRARY FUND	LIBRARY	51.76
	tapes	PUBLIC ACCESS	PUBLIC ACCESS	1.46
	annual anti-virus renewal	PUBLIC ACCESS	PUBLIC ACCESS	1.62
	tapes	COMMUNITY CENTER	COMMUNITY CENTER	1.46
	annual anti-virus renewal	COMMUNITY CENTER	COMMUNITY CENTER	1.62
	tapes	WATER	ADMIN AND GENERAL	7.32
	annual anti-virus renewal	WATER	ADMIN AND GENERAL	8.09
	tapes	WASTE WATER FUND	ADMIN AND GENERAL	4.39
	annual anti-virus renewal	WASTE WATER FUND	ADMIN AND GENERAL	4.85
	tapes	ENVIRON SERVICES F	REFUSE DISPOSAL	1.46
	annual anti-virus renewal	ENVIRON SERVICES F	REFUSE DISPOSAL	1.62
	tapes	ELECTRIC FUND	ADMIN AND GENERAL	19.10
	annual anti-virus renewal	ELECTRIC FUND	ADMIN AND GENERAL	21.12

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	tapes	STORMWATER FUND	ADMINISTRATION AND GEN	2.93
	annual anti-virus renewal	STORMWATER FUND	ADMINISTRATION AND GEN	3.24
	tapes	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	1.39
	annual anti-virus renewal	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	1.51
			TOTAL:	2,219.00
COP STOP SHOP	boots	GENERAL FUND	POLICE	235.98
			TOTAL:	235.98
CRYSTEEL TRUCK EQUIPMENT INC	45&207mtr spinnr,seal kits	GENERAL FUND	STREETS	900.61
			TOTAL:	900.61
DAKOTA SUPPLY GROUP	100w ert encoder remotes	WATER	DISTRIBUTION AND STORA	908.58
			TOTAL:	908.58
EMERGENCY RESPONSE SOLUTIONS	facemasks & equipment	GENERAL FUND	FIRE	4,287.78
	#506 extrication air bags	GENERAL FUND	FIRE	1,775.67
	cleaner	GENERAL FUND	FIRE	86.25
			TOTAL:	6,149.70
ENVENTIS	phone svc 1/8-2/7/14	GENERAL FUND	CITY ADMINISTRATION	69.67
	phone svc 1/8-2/7/14	GENERAL FUND	CITY CLERK	13.78
	phone svc 1/8-2/7/14	GENERAL FUND	FINANCE	108.46
	phone svc 1/8-2/7/14	GENERAL FUND	MUNICIPAL BUILDING	6.44
	phone svc 1/8-2/7/14	GENERAL FUND	POLICE	336.67
	phone svc 1/8-2/7/14	GENERAL FUND	FIRE	151.48
	phone svc 1/8-2/7/14	GENERAL FUND	BUILDING INSPECTOR	40.44
	phone svc 1/8-2/7/14	GENERAL FUND	PUBLIC WORKS ADMIN	83.02
	phone svc 1/8-2/7/14	GENERAL FUND	STREETS	46.87
	phone svc 1/8-2/7/14	GENERAL FUND	SENIOR COORDINATOR	5.60
	phone svc 1/8-2/7/14	GENERAL FUND	RECREATION/LEISURE SER	123.41
	phone svc 1/8-2/7/14	GENERAL FUND	SWIMMING POOL	31.32
	phone svc 1/8-2/7/14	GENERAL FUND	SKATING RINKS	0.00
	phone svc 1/8-2/7/14	GENERAL FUND	PARKS	90.21
	phone svc 1/8-2/7/14	GENERAL FUND	ECONOMIC DEVMT	26.66
	phone svc 1/8-2/7/14	LIBRARY FUND	LIBRARY	82.17
	phone svc 1/8-2/7/14	PUBLIC ACCESS	PUBLIC ACCESS	13.77
	phone svc 1/8-2/7/14	COMMUNITY CENTER	COMMUNITY CENTER	47.98
	phone svc 1/8-2/7/14	WATER	ADMIN AND GENERAL	208.79
	phone svc 1/8-2/7/14	WATER	ADMIN AND GENERAL	0.00
	phone svc 1/8-2/7/14	WASTE WATER FUND	ADMIN AND GENERAL	191.39
	phone svc 1/8-2/7/14	ENVIRON SERVICES F	ADMIN AND GENERAL	29.78
	phone svc 1/8-2/7/14	ELECTRIC FUND	ADMIN AND GENERAL	138.01
	phone svc 1/8-2/7/14	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	48.65
			TOTAL:	1,894.57
FASTENAL COMPANY	knit insulator gloves	GENERAL FUND	STREETS	10.58
	thermoknit glove insulator	GENERAL FUND	STREETS	10.60
	fittings,washers,screws	GENERAL FUND	STREETS	12.48
	flat washers,cap screws	GENERAL FUND	STREETS	5.54
	knit insulator gloves	GENERAL FUND	PARKS	10.58
	thermoknit glove insulator	GENERAL FUND	PARKS	10.60
	fittings,washers,screws	GENERAL FUND	PARKS	12.48
	flat washers,cap screws	GENERAL FUND	PARKS	5.54
	knit insulator gloves	WATER	DISTRIBUTION AND STORA	5.29
	thermoknit glove insulator	WATER	DISTRIBUTION AND STORA	5.30

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	fittings,washers,screws	WATER	DISTRIBUTION AND STORA	6.24
	flat washers,cap screws	WATER	DISTRIBUTION AND STORA	2.77
	knit insulator gloves	WASTE WATER FUND	SOURCE/TREATMENT	5.29
	thermoknit glove insulator	WASTE WATER FUND	SOURCE/TREATMENT	5.30
	fittings,washers,screws	WASTE WATER FUND	SOURCE/TREATMENT	6.24
	flat washers,cap screws	WASTE WATER FUND	SOURCE/TREATMENT	2.77
	knit insulator gloves	ENVIRON SERVICES F	REFUSE DISPOSAL	5.29
	thermoknit glove insulator	ENVIRON SERVICES F	REFUSE DISPOSAL	5.30
	fittings,washers,screws	ENVIRON SERVICES F	REFUSE DISPOSAL	6.24
	flat washers,cap screws	ENVIRON SERVICES F	REFUSE DISPOSAL	2.77
	saw blade	ENVIRON SERVICES F	REFUSE DISPOSAL	9.86
	knit insulator gloves	ELECTRIC FUND	POWER DISTRIBUTION	10.58
	thermoknit glove insulator	ELECTRIC FUND	POWER DISTRIBUTION	10.60
	fittings,washers,screws	ELECTRIC FUND	POWER DISTRIBUTION	12.48
	flat washers,cap screws	ELECTRIC FUND	POWER DISTRIBUTION	5.54
	knit insulator gloves	STORMWATER FUND	TREATMENT	5.29
	thermoknit glove insulator	STORMWATER FUND	TREATMENT	5.29
	fittings,washers,screws	STORMWATER FUND	TREATMENT	6.25
	flat washers,cap screws	STORMWATER FUND	TREATMENT	2.77
			TOTAL:	205.86
FLEETPRIDE	6077 snowblower prts & lab	GENERAL FUND	STREETS	311.36
			TOTAL:	311.36
FREDRICKSON'S PAINT & BODY SHOP	37a sand blast pole traile	ELECTRIC FUND	POWER DISTRIBUTION	200.00
			TOTAL:	200.00
GREEN TOUCH SYSTEMS LLC	vehicle wash,salt b gone	GENERAL FUND	STREETS	263.91
	vehicle wash,salt b gone	GENERAL FUND	PARKS	263.91
	vehicle wash,salt b gone	WATER	DISTRIBUTION AND STORA	131.95
	vehicle wash,salt b gone	WASTE WATER FUND	SOURCE/TREATMENT	131.95
	vehicle wash,salt b gone	ENVIRON SERVICES F	REFUSE DISPOSAL	131.95
	vehicle wash,salt b gone	ELECTRIC FUND	POWER DISTRIBUTION	263.91
	vehicle wash,salt b gone	STORMWATER FUND	TREATMENT	131.95
			TOTAL:	1,319.53
HILLYARD/HUTCHINSON	vacuum parts & bags	GENERAL FUND	CITY ADMINISTRATION	34.30
	vacuum parts & bags	GENERAL FUND	CITY CLERK	34.30
	vacuum parts & bags	GENERAL FUND	FINANCE	22.87
	vacuum parts & bags	GENERAL FUND	POLICE	18.29
	vacuum parts & bags	GENERAL FUND	BUILDING INSPECTOR	9.15
	vacuum parts & bags	GENERAL FUND	PUBLIC WORKS ADMIN	4.57
	vacuum repair parts	GENERAL FUND	STREETS	39.00
	vacuum repair parts	GENERAL FUND	PARKS	39.00
	vacuum parts & bags	GENERAL FUND	ECONOMIC DEVMT	2.29
	vacuum repair parts	WATER	DISTRIBUTION AND STORA	19.50
	vacuum parts & bags	WATER	ADMIN AND GENERAL	20.58
	vacuum repair parts	WASTE WATER FUND	SOURCE/TREATMENT	19.50
	vacuum parts & bags	WASTE WATER FUND	ADMIN AND GENERAL	20.56
	vacuum repair parts	ENVIRON SERVICES F	REFUSE DISPOSAL	19.50
	vacuum repair parts	ELECTRIC FUND	POWER DISTRIBUTION	39.00
	vacuum parts & bags	ELECTRIC FUND	ADMIN AND GENERAL	61.74
	vacuum repair parts	STORMWATER FUND	TREATMENT	19.50
			TOTAL:	423.65
JON HUGHES	mscic conf meal	GENERAL FUND	POLICE	10.08

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	10.08
INFORMATION POLICY ANALYSIS	law enforcement data works	GENERAL FUND	POLICE	175.00
	law enforc data wkshp mali	GENERAL FUND	POLICE	175.00
			TOTAL:	350.00
TERRY KAMM	boiler's test app & lic fe	WATER	ADMIN AND GENERAL	75.00
			TOTAL:	75.00
LIGHTHOUSE UNIFORM CO.	dress uniforms	RESTRICTED CONTRIB	FIRE	334.10
			TOTAL:	334.10
JAY LINK	jacket	GENERAL FUND	POLICE	129.99
	mscic cof meal	GENERAL FUND	POLICE	10.08
			TOTAL:	140.07
MENARDS	post mount, braille sign	GENERAL FUND	FIRE	35.93
	vehicle fragrance trees	GENERAL FUND	STREETS	4.39
	wing post cart rubber cast	GENERAL FUND	STREETS	41.91
	vehicle fragrance trees	GENERAL FUND	PARKS	4.39
	mill pond conces roll up d	GENERAL FUND	PARKS	445.48
	vehicle fragrance trees	WATER	DISTRIBUTION AND STORA	2.20
	vehicle fragrance trees	WASTE WATER FUND	SOURCE/TREATMENT	2.20
	vehicle fragrance trees	ENVIRON SERVICES F	REFUSE DISPOSAL	2.20
	vehicle fragrance trees	ELECTRIC FUND	POWER DISTRIBUTION	4.39
	vehicle fragrance trees	STORMWATER FUND	TREATMENT	2.18
			TOTAL:	545.27
METRO JANITORIAL SUPPLY INC.	cleaning supplies	LIBRARY FUND	LIBRARY	42.40
	cleaning supplies	COMMUNITY CENTER	COMMUNITY CENTER	169.62
			TOTAL:	212.02
METRO SALES INC	color copier	GENERAL FUND	POLICE	6,731.00
			TOTAL:	6,731.00
MIKE'S COUNTRYSIDE BODY SHOP INC	#90 side panels,moulding,l	PROPERTY INSURANCE	INSURANCE-UNALLOCATED	926.40
	#90 outer & bedside panel	WASTE WATER FUND	SOURCE/TREATMENT	979.40
			TOTAL:	1,905.80
MISC VENDOR GTS EDUCATIONAL EVENTS	mcfoa conf reg barb l	GENERAL FUND	CITY ADMINISTRATION	265.00
			TOTAL:	265.00
MN CRIME PREVENTION ASSOCIATION	2014 membership dave arpin	GENERAL FUND	POLICE	45.00
	2014 membership matt peter	GENERAL FUND	POLICE	45.00
			TOTAL:	90.00
MN MUNICIPAL UTILITIES ASSOCIATION	2014 1st qtr mgm safety	GENERAL FUND	FIRE	133.37
	2014 1st qtr mgm safety	GENERAL FUND	PUBLIC WORKS ADMIN	799.14
	2014 1st qtr mgm safety	GENERAL FUND	STREETS	799.68
	2014 1st qtr mgm safety	GENERAL FUND	PARKS	666.85
	2014 1st qtr mgm safety	COMMUNITY CENTER	COMMUNITY CENTER	400.11
	2014 1st qtr mgm safety	WATER	ADMIN AND GENERAL	533.48
	2014 1st qtr mgm safety	WASTE WATER FUND	ADMIN AND GENERAL	799.68
	2014 1st qtr mgm safety	ENVIRON SERVICES F	ADMIN AND GENERAL	266.74
	2014 1st qtr mgm safety	ELECTRIC FUND	ADMIN AND GENERAL	666.85
	2014 1st qtr elec safety	ELECTRIC FUND	ADMIN AND GENERAL	687.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2014 1st qtr member dues	ELECTRIC FUND	ADMIN AND GENERAL	3,647.00
	2014 1st qtr mgm safety	STORMWATER FUND	ADMINISTRATION AND GEN	400.11
			TOTAL:	9,800.51
MN STATE FIRE CHIEFS ASSOCIATION	dues ron q,ron n,tom r,mat	GENERAL FUND	FIRE	241.00
			TOTAL:	241.00
MN TRANSPORTATION ALLIANCE	2014 dues	GENERAL FUND	STREETS	395.00
			TOTAL:	395.00
MTI DISTRIBUTING CO	retaining ring&wheel beari	GENERAL FUND	PARKS	68.96
			TOTAL:	68.96
NICOLLET COUNTY TREASURER	#107 license tabs	GENERAL FUND	BUILDING INSPECTOR	16.00
	license tabs #90	GENERAL FUND	BUILDING INSPECTOR	16.00
	license tabs pw	GENERAL FUND	PUBLIC WORKS ADMIN	16.00
	license tabs streets	GENERAL FUND	STREETS	288.00
	license tabs rec	GENERAL FUND	RECREATION/LEISURE SER	8.00
	license tabs parks	GENERAL FUND	PARKS	112.00
	license tabs rec	COMMUNITY CENTER	COMMUNITY CENTER	8.00
	license tabs water	WATER	DISTRIBUTION AND STORA	80.00
	#203 license tabs	WATER	ADMIN AND GENERAL	8.00
	licens tabs c/a #205#130#1	WATER	CUSTOMER ACCOUNTS	12.00
	license tabs ww	WASTE WATER FUND	SOURCE/TREATMENT	112.00
	#203 license tabs	WASTE WATER FUND	ADMIN AND GENERAL	8.00
	licens tabs c/a #205#130#1	WASTE WATER FUND	CUSTOMER ACCOUNTS	12.00
	license tabs e.s.	ENVIRON SERVICES F	REFUSE DISPOSAL	32.00
	licens tabs c/a #205#130#1	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	12.00
	license tabs electric	ELECTRIC FUND	POWER DISTRIBUTION	151.00
	licens tabs c/a #205#130#1	ELECTRIC FUND	CUSTOMER ACCOUNTS	12.00
	license tabs storm	STORMWATER FUND	TREATMENT	80.00
	licens tabs transit#9#11#1	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	48.00
			TOTAL:	1,031.00
NICOLLET COUNTY PUBLIC HEALTH	jan/feb newsletters	GENERAL FUND	SENIOR COORDINATOR	146.73
			TOTAL:	146.73
NORTH AMERICAN SALT COMPANY	road salt	GENERAL FUND	STREETS	7,132.99
			TOTAL:	7,132.99
OFFICEMAX	3 ring binders	GENERAL FUND	FINANCE	5.39
	battery back up	LIBRARY FUND	LIBRARY	64.99
	3 ring binders	WATER	ADMIN AND GENERAL	1.35
	3 ring binders	WASTE WATER FUND	ADMIN AND GENERAL	1.35
	3 ring binders	ENVIRON SERVICES F	ADMIN AND GENERAL	1.33
	3 ring binders	ELECTRIC FUND	ADMIN AND GENERAL	1.35
			TOTAL:	75.76
NATHAN PARIS	gis mapping for 2014 comp	GENERAL FUND	ECONOMIC DEVMT	314.50
			TOTAL:	314.50
MIKE PENNING	jacket,rifle case	GENERAL FUND	POLICE	152.89
			TOTAL:	152.89
MATTHEW PETERS	trigger replacement	GENERAL FUND	POLICE	167.75
			TOTAL:	167.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
QUILL	ink cartridges	GENERAL FUND	STREETS	68.96	
	ink cartridges	GENERAL FUND	PARKS	55.17	
	ink cartridges	GENERAL FUND	ECONOMIC DEVMT	100.96	
	ink cartridges	WATER	ADMIN AND GENERAL	27.58	
	ink cartridges	WASTE WATER FUND	ADMIN AND GENERAL	27.58	
	ink cartridges	ENVIRON SERVICES F	ADMIN AND GENERAL	27.58	
	ink cartridges	ELECTRIC FUND	ADMIN AND GENERAL	68.96	
		TOTAL:			376.79
RED WING SHOE STORE	boots wayne p	COMMUNITY CENTER	COMMUNITY CENTER	135.99	
			TOTAL:	135.99	
ROBINSON APPRAISAL & ASSOCIATES	appraisal of 430 ritt st	GENERAL FUND	ECONOMIC DEVMT	750.00	
			TOTAL:	750.00	
SAM'S CLUB	coffee,sugar	GENERAL FUND	SENIOR COORDINATOR	14.37	
	candy machine candy	COMMUNITY CENTER	COMMUNITY CENTER	103.94	
	coffee,sugar	COMMUNITY CENTER	COMMUNITY CENTER	14.38	
			TOTAL:	132.69	
TIMOTHY STRAND	cgmc board mtg mileage	GENERAL FUND	MAYOR & COUNCIL	84.00	
			TOTAL:	84.00	
TIGERDIRECT.COM	monitor	GENERAL FUND	FINANCE	134.95	
	3 usb mice	GENERAL FUND	FINANCE	24.67	
	usb mouse	GENERAL FUND	RECREATION/LEISURE SER	8.23	
	monitor	ELECTRIC FUND	ADMIN AND GENERAL	134.95	
			TOTAL:	302.80	
TOPPERS PLUS INC	center sec pin boss plow	GENERAL FUND	STREETS	30.00	
			TOTAL:	30.00	
VOYAGEUR WEB	annual website hosting fee	GENERAL FUND	CITY ADMINISTRATION	32.20	
	annual website hosting fee	GENERAL FUND	CITY CLERK	28.00	
	annual website hosting fee	GENERAL FUND	FINANCE	16.80	
	annual website hosting fee	GENERAL FUND	POLICE	16.80	
	annual website hosting fee	GENERAL FUND	BUILDING INSPECTOR	16.80	
	annual website hosting fee	GENERAL FUND	STREETS	8.40	
	annual website hosting fee	GENERAL FUND	RECREATION/LEISURE SER	32.20	
	annual website hosting fee	GENERAL FUND	PARKS	8.40	
	annual website hosting fee	GENERAL FUND	ECONOMIC DEVMT	8.40	
	annual website hosting fee	LIBRARY FUND	LIBRARY	11.20	
	annual website hosting fee	WATER	ADMIN AND GENERAL	16.80	
	annual website hosting fee	WASTE WATER FUND	ADMIN AND GENERAL	11.20	
	annual website hosting fee	ENVIRON SERVICES F	ADMIN AND GENERAL	5.60	
	annual website hosting fee	ELECTRIC FUND	ADMIN AND GENERAL	33.60	
	annual website hosting fee	STORMWATER FUND	ADMINISTRATION AND GEN	33.60	
		TOTAL:			280.00
	WALTER F STEPHENS JR INC	badges	GENERAL FUND	POLICE	222.00
				TOTAL:	222.00
WENZEL AUTO ELECTRIC CO	carburetor w/core exchange	GENERAL FUND	FIRE	194.00	
			TOTAL:	194.00	
TOM WINSELL	boots	GENERAL FUND	POLICE	182.84	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	182.84
ZARNOTH BRUSH WORKS INC	wafer broom refill	GENERAL FUND	PARKS	743.35
			TOTAL:	743.35

===== FUND TOTALS =====

101	GENERAL FUND	72,623.08
201	PROPERTY INSURANCE	926.40
211	LIBRARY FUND	5,675.58
213	PUBLIC ACCESS	16.85
217	COMMUNITY CENTER	1,360.63
601	WATER	5,160.92
602	WASTE WATER FUND	4,452.36
603	ENVIRON SERVICES FUND	1,043.14
604	ELECTRIC FUND	8,727.24
606	STORMWATER FUND	1,161.01
610	HEARTLAND TRANSIT	507.95
820	RESTRICTED CONTRIBUTIONS	334.10

 GRAND TOTAL: 101,989.26

COUNCIL BILL LIST TOTAL
FOR 12/25/13 & 1/27/14

FUND TOTALS

101	GENERAL FUND	92,333.58
201	PROPERTY INSURANCE	926.40
211	LIBRARY FUND	6,634.95
213	PUBLIC ACCESS	16.85
217	COMMUNITY CENTER	1,661.96
240	TORNADO DISASTER REV LOAN	4,505.02
393	2004 SUBDIVISIONS - PIR	112.00
401	PERM IMPROVEMENT REVOLVING	2,586.95
601	WATER	7,484.89
602	WASTE WATER FUND	10,168.09
603	ENVIRON SERVICES FUND	20,400.05
604	ELECTRIC FUND	603,700.56
606	STORMWATER FUND	1,414.09
610	HEARTLAND TRANSIT	578.89
820	RESTRICTED CONTRIBUTIONS	1,002.30

GRAND TOTAL: \$ 753,526.58

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 –

STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)

RESOLUTION APPROVING CONSENT AGENDA

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT:

1. The following purchase in excess of \$7,500 is hereby approved:

<u>VENDOR</u>	<u>ITEM</u>	<u>PRICE</u>	<u>FUNDING</u>
Dakota Supply Group	100 radio read water meters	\$17,450.00	Water

2. The following license renewal is hereby approved subject to compliance with City Code regulations and payment of the license fee:

Temporary On Sale Beer

Knights of Columbus	1801 Broadway	3/21/14
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3. The following employee appointments are hereby approved contingent upon the applicants successfully completing the pre-employment physicals and drug and alcohol screenings if required:

<u>NAME</u>	<u>POSITION</u>	<u>WAGE RATE</u>
Richard Hurlbert	Part-time Meter Reader	\$12.41/hour

4. The following correction to the 2014 municipal fee schedule is hereby approved:

<u>#</u>	<u>ITEM DESCRIPTION</u>	<u>CHARGE</u>
128.	Hydrant meter charge – provides meter for a period of 1-30 days plus charges for all water used	\$200 first 30 days + \$50 per week thereafter

5. The following advisory board appointment is hereby approved for the term indicated:

ECONOMIC DEVELOPMENT AUTHORITY

Jay Hansen (2014-2018)

HERITAGE PRESERVATION COMMISSION

Warren Friessen (2014-2016)

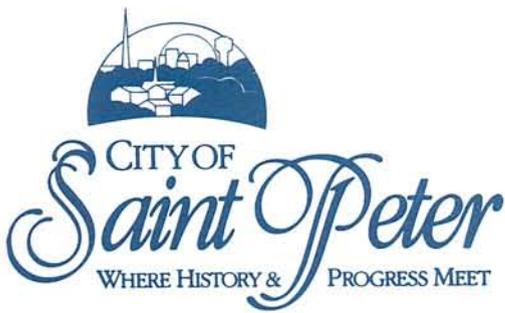
6. The schedule of disbursements for January 9, 2014 through January 23, 2014 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 1/22/2014

FROM: Todd Prafke
City Administrator

RE: Refuse Hauling Bid Award

ACTION/RECOMMENDATION

Award the five year contract for refuse hauling to LJP Enterprises.

BACKGROUND

The current contract with Waste Management provides for the pick-up only of garbage and pick-up and disposal of co-mingled (now in some places called "single sort") recycling. That contract will end February 28, 2014.

Bids were solicited for a new refuse hauling contract. The bid documents specified a base bid, which is essentially the contract and services you currently operate in, and an alternate which would be very similar but would make recycling pick up an every week occurrence.

The following bids were received:

	Every Other Week Recycle (current)	Every Week Recycle (Alternate)
Waste Management	\$6.54	\$7.44
LJP Enterprises	\$6.52	\$8.02

The Council reviewed the bids during the January 21, 2014 workshop session to determine which bid (base or alternate), they were interested in moving forward with. As you can see, there is an interesting juxtaposition in the lowest cost provider depending on the frequency of recycling service you choose. The question really is: Does going to weekly recycling mean less tonnage to the landfill? And if it does, does that reduction in weight offset the additional cost? Obviously there are a few other questions, but those two are the most important in reviewing this issue. Some of those other questions are:

- Is going to every week recycling more friendly for your customers?
- Does every week recycling mean only one recycling bin for some of your customers and is that more friendly?

The cost difference between the Current and Alternate is \$0.92 per month. So the math works something like this. Each ton of Garbage disposal is about \$80.60. That means that each pound of material has a value of \$.0403 cents. Therefore, to pay for the increased cost of every week recycle pick up (\$.92), each house would need to move 22.83 pounds of materials from the waste stream into the recycling stream per month. In other words, we pay less for disposal and more for pick up, but it is the same overall cost. Again, this just discusses the numbers not whether that change in habits is possible or that there are studies that indicate it is doable.

Now to the studies and research. Although there are many studies on recycling, none that I could find are exactly on point for us. It seems the biggest impact for use relates to having co-mingled service which you already have. There seems to be no data on the impact of every other week vs. every week within a co-mingled system. Additionally, I don't think that we have any significant storage (curbie) issues as we currently allow residents to have multiple recycle curbies at no cost. I do know that multiple curbies is a concern for some users as they use floor space in a garage.

In the past the Council has also discussed truck trips. This relates to heavy trucks driving on residential streets. Obviously less weight on residential streets is better for the street. Both bidders plan to use one pass for refuse and one pass for recycling pick up. The current system provides for three passes in a two week cycle, whereas the every week system would mean four passes in a two week cycle.

That brings us back to the question of whether the extra \$.92 is more customer friendly, measured in a number of very subjective ways. Some things to contemplate may be: garage space value remembering every week vs. every other week; members believing that one vendor is superior to the other; and/or change in vendors is more hassle than the price difference between the two bidders. There may be others.

Last time you bid this process the price difference between the two vendors was less than \$0.10. This time it is \$0.02. With the current number of residential refuse customers (2,904), that is an annual system-wide cost difference of \$696.96.

Saint Peter currently has a very robust waste system. It is generally well understood and used. Your recycle numbers are well above the state average. I believe the system you have in place will continue to serve your customers well at the best price.

The recommendation from my office the last time we bid was based on price. The Council has provided direction on moving forward with the current system and based on the bids received for the base bid, my recommendation is to award the bid to the low bidder LJP Enterprises.

FISCAL IMPACT:

As noted above, the difference is slightly less than \$700 and the current refuse rate structure is sufficient to fund the cost of the contract.

ALTERNATIVES/VARIATIONS:

Do not act: No further action will be taken without additional direction from the Council. As a reminder, the current contract will expire at the end of February.

Denial: No further action will be taken without additional direction from the Council. Again, the current contract will expire at the end of February.

Modification of the Resolution: This is always an option of the Council.

Please feel free to contact me if you have any questions or concerns about this agenda item.

TP/bal

**CONTRACT FOR REFUSE HAULING SERVICES BY AND BETWEEN
THE CITY OF SAINT PETER
AND
LJP ENTERPRISES WASTE & RECYCLING, LLC**

- I. **GENERAL DESCRIPTION.** The work to be performed consists of the collection of refuse and recyclables from residential dwellings and the conveyance of this refuse to a disposal site designated by the City of Saint Peter. The work to be performed under this contract will be for a period of five years starting on March 01, 2014 through February 28, 2019.
- II. **DEFINITION OF TERMS.** As used in the contract, the following terms shall have the following meanings:
- A. The "City" shall mean the City of Saint Peter, Minnesota.
 - B. "Contractor" or "subcontractor" means LJP Enterprises Waste & Recycling, LLC.
 - C. "Subcontractor" means an individual, partnership, or corporation undertaking the execution of a part of the work under the terms of the contract by virtue of an agreement between himself and the contractor, subject to approval of the City.
 - D. "Refuse" means putrescible and non-putrescible solid waste, including, but not limited to garbage, rubbish, ashes, incinerator residue, and industrial solid waste which is in a dry form.
 - E. "Waste" means garbage, refuse, and other discarded materials except animal waste, dead animals, or hazardous waste.
 - F. "Full Service" means residential pickup from a curb cart into which may be placed refuse without regard to the containment of the waste, but only to the volume limit of that container. Additional refuse may be picked up by the hauler if contained in designated volume service bags.
 - G. "Volume Based Service" means residential pickup of waste only in designated bags clearly marked and purchased by residents from the City or its sales agents.
 - H. "Recyclables" means #1 through #7 plastics (except #2 wide mouth), newspapers, clear, brown and green glass bottles and jars, tin and aluminum cans, bulk mail, magazines, envelopes, boxboard (cereal box) and corrugated cardboard. This definition may be modified from time to time by mutual agreement of the parties without effect on the balance of this contract.
 - I. "Yard Waste" means garden waste, leaves, lawn cuttings, weeds, prunings, wood chips, shrubbery, twigs, branches and tree limbs up to four inches in diameter, and other similar organic matter.
 - J. "Door Side Service" means pick up at a location other than the curb that may be a back door, front door, or side door of a residential dwelling or a garage.

III. **CITY ORDINANCE.** Contractor shall acquaint itself with all pertinent City ordinances and City statutes and comply with said ordinances and statutes.

IV. **SCHEDULE AND ROUTES:**

A. **Schedule.** Collections of refuse shall be made once a week at each residence. Collections of recyclable materials shall be made every other week at each residence. The quantity of each collection shall be limited by the customer's choice of full service or volume based service.

B. **Route Selection.** Contractor shall submit a report (including a map) of his intended operation including the following information, at least sixty (60) days prior to commencing work:

1. Collection routes.
2. Day of the week designation for the routes.
3. The hours of collection shall be subject to approval by the City.

The contractor may deviate from the report only upon prior written approval of the City.

C. **Public Information.** Contractor shall:

- Develop promotional materials regarding the City's refuse service to include the schedule of collection days for refuse and recyclables for each area of the City, a list of the type of recyclable materials to be collected, and a list of observed holidays during which collection will not take place and the alternate date for collection during a holiday week.
 - The materials must be in color and of high quality materials.
 - The materials must include both Contractor's and City's logos.
- Each of the promotional materials shall include Contractor's address and a local or toll free phone number that is available for customers with questions.
- Contractor must provide the City with sufficient quantities of the promotional materials to allow for distribution to City utility customers on an annual basis.

V. **COLLECTION POINT AND RESTRICTIONS.** The collection of refuse under the terms of this contract shall be restricted to collection from residential dwellings of five dwelling units or fewer. The refuse shall be located adjacent to a traveled street and not more than six feet (6') from the curb or edge of the road. Disabled customers may request door side pickup by applying through the City Finance Department or by contacting the contractor. The contractor will provide the City with a listing of all door side customers. Door side service shall be provided at no additional charge.

A. **Containers.** The contractor shall provide one 90 gallon or 60 gallon service cart in good condition with lid and wheels to each residential dwelling choosing the full service option. Any additional refuse shall be placed in City approved containers as defined below. The contractor shall be responsible for repair or replacement of the service carts due to normal wear and tear or vandalism. The cost of replacement units for units abused or intentionally damaged by the

property owners shall be assessed against the property owner through the City's billing system.

Adequate acceptable "overflow" containers are 15 or 30 gallon plastic bags designated by the City and clearly marked as such to be purchased from the City or its designated sales agents.

Bag type will be supplied by the City. Containers to be plastic. The minimum recommended thickness shall be 2 mils. All containers shall be water tight and the top shall be secured with a suitable tie.

The contractor shall provide recycling containers that are a minimum of 60 gallon in capacity and have a lid that is attachable. The contractor shall also be required to provide additional recycling containers that are a minimum of 60 gallon capacity to customers that request additional containers. The contractor shall be responsible for repair or replacement of the containers due to normal wear and tear or vandalism. The cost of replacement units for units abused or intentionally damaged by the property owners shall be assessed against the property owner through the City's billing system.

- B. Loading.** Care shall be taken in the loading and transportation of refuse so that none of the materials to be collected shall be left either on private property or in the street or alley. The contractor shall be responsible for cleaning any spilled refuse on any property within four hours after receipt of notice. If the cleaning does not occur within the time specified, the City may clean the property and deduct the cost from the monthly payment due the contractor.
- C. Leaving Collection Point.** Upon being emptied, containers shall be placed upright with the lids in place on the boulevard within six feet (6') of the curb or edge of roadway or alley.
- D. Time of Pickup.** All containers shall be in place by 7:00 a.m. on the day designated for pickup.
- E. Recyclables.** On the same day that the Contractor collects refuse, the Contractor shall also collect recyclables during the designated recyclable collection week. The Contractor shall collect the allowed recyclable materials in a commingled fashion. Exceptions to the commingling may be corrugated cardboard, which shall be bundled separately. The same regulations and conditions for loading and leaving collection points which apply to refuse service carts shall apply to recycling containers.
- F. Yard Waste.** Yard waste pickup, handling and disposal shall be the responsibility of the City. If special needs for subcontracting by the City should arise, the Contractor shall not be excluded from participating in any additional quotes or bid process for yard waste handling.
- G. Subcontractor.** The Contractor shall not subcontract any portion of the duties assigned under this contract to a subcontractor without written authorization of the City bearing the signatures of the Mayor and City Administrator.

H. **Refuse and Recyclable material disposal and destinations.** Refuse shall be transported to Minnesota Waste Processing facility located at 1051 Summit Avenue, Mankato, Minnesota. Recyclables will be delivered to LJP Enterprises Waste & Recycling LLC, 2160 Ringhofer Drive, North Mankato, Minnesota 56003 and shall be recycled.

IV. **EQUIPMENT.** All trucks and equipment used by the contractor shall be modern, sanitary, and/or leak proof construction. The number of collection vehicles furnished by the contractor shall be sufficient for the collection of all refuse.

A. **Type of Equipment.** Contractor agrees to submit a detailed list of equipment and number of containers by size, age, make, serial number and identification number to be used in the performance of refuse collection for the City.

B. **Ownership.** All vehicles and equipment used in the execution of this contract shall be wholly owned by the contractor, except that a leasing or rental agreement may be allowed if approved by the City prior to the execution of contractor.

C. **Cleaning.** All vehicles shall be kept in a clean and sanitary condition; and all collection vehicles should be cleaned with pressurized hot water at least once a month. If so directed by the City, contractor shall wash these vehicles more often to improve the appearance of the vehicles, eliminate or control insect infestation and control odor.

D. **Painting.** The packer body shall be painted and numbered and shall have the contractor's name and telephone number painted in contrasting color on each vehicle.

E. **Maintenance.** The trucks shall be maintained in good working order. They shall be equipped and maintained to meet all federal, state and municipal regulations concerning waste collection vehicles used on public roads.

F. **Safety Equipment.** All vehicles shall be equipped with:

- i. Flashing light warning system;
- ii. Fire extinguishers;
- iii. First aid kit;
- iv. Safety vest for all individuals operating in the City; and
- v. Backup alarm.

VII. **EMPLOYEES.** All workers employed by the contractor shall be competent and skilled in the performance of collection and disposal work. Contractor shall be responsible for hiring, training, discipline, discharge, compensation and scheduling of its employees. Failure or delay in the performance of this contract due to the contractor's inability to obtain workers of the number and skill required shall constitute a default of the contract. The workers shall not use loud or profane language, shall be courteous to residents at

all times and shall perform their work quietly and as quickly as possible. Workers will be identified by uniforms, identification tags, vests, caps unique to their function, or some other clearly identifiable method as employees of the Contractor.

- A. **Trespass.** All workers and vehicles will use established access and there will be no driving or walking over private property, except where walking or driving on private property to provide door side service as per Section V.
- B. Time in the collection of refuse shall be of the essence.

VIII. INSURANCE.

- A. **Performance Bond.** Before the contract shall be accepted by the City, the Contractor shall furnish a performance bond in the amount of \$250,000 which bond shall at all times be kept in full force and effect. The conditions of the bond shall be that the contractor fully and faithfully perform the conditions of the contract.
- B. **Liability Insurance.** The Contractor shall provide and maintain in full force and effect during the entire term of this contract, public liability insurance naming the City as an additional insured. Existence of the insurance required herein shall be established by furnishing certificates of insurance issued by the insurers duly licensed in the State of Minnesota, in force on the date of commencement of any performance under this contract, and continuing for a policy period of at least one year and providing the following coverages: public liability insurance, including general liability, automobile liability, completed operations liability and loading and unloading.
 - 1. Bodily injury liability in the amount of at least \$500,000 for injury or death of any one person in any one occurrence.
 - 2. Bodily injury liability in the amount of at least \$1,500,000 for injuries or death arising out of any one occurrence.
 - 3. Property damage liability in the amount of at least \$500,000 for any one occurrence.

Such general liability and automobile liability insurance policy or policies shall provide contractual liability insurance, specifically referring to and covering the obligation of contractor to defend, indemnify, and save harmless the City, its officers, agents, and employees from alleged claims or causes of action of bodily injury or property damage for liability because of this contract.

Said policy of insurance shall contain a stipulation certifying that the insurance coverage herein required will not be cancelled, nor any material change effected without giving 30 days written notice to the City. Contractor shall, on each anniversary date of this agreement, furnish the City with proper evidence of the continuance of such insurance, signed by an authorized representative of the insurance carrier. Prior to the effective date of this contract, the Contractor shall file a copy of such policies with the City Administrator.

- C. **Worker's Compensation.** Contractor shall provide worker's compensation insurance covering all his employees pursuant to Minnesota Statutes. The contractor may be required to produce evidence of compliance.

IX. ESTIMATES AND PAYMENTS

- A. **Determining Payments and Rates:** Payments on this contract for the collection of refuse shall be based on the unit price for the respective contract year. The product of the pertinent unit price and the number of dwelling units in the City of Saint Peter shall constitute the annual contract price for such collection. Residential dwellings are required to participate in collection pickup between the contractor and the City. All apartment complexes of five or fewer units are deemed to be residential dwellings. Other apartment complexes are deemed to be commercial users. An owner that occupies a residence and operates a commercial business in the same structure may use commercial service provided to that business for the residential service.

As consideration for the services rendered to the City by the Contractor, the City agrees to pay Contractor for each residential unit billed through the City's Finance Department, which payments shall be made on or before the fifteenth day of each month for services rendered in the month immediately preceding payment. The number of residential units billed by the City's Finance Department each month shall be the number of residential units paid to Contractor for that month.

The following rates will be effective March 01, 2014.

- i. **Transportation/Pickup Charge.** Charge for transportation/pickup to be \$6.52 per month per residential dwelling unit. The transportation/pickup charge will be set without change for the first year of the contract. For the remaining years of the agreement the Contractor shall be eligible to request an increase based on Twin Cities CPI.
 - ii. **Disposal Charge.** Charge for disposal of refuse shall be negotiated by the City directly with the disposal site and billed to the City directly.
- B. If governmental regulations are imposed on refuse collections that result in additional costs to the Contractor, the parties hereby agree to review these regulations and the additional costs incurred thereby and, to the extent agreeable to the parties, shall allow such an increase which may be billed by the City as a line item on the customer's bills.
 - C. **Payment For Labor and Material.** The Contractor shall perform this contract according to the terms and conditions and stipulations herein and shall pay as they become due all just claims for all work and labor and materials and equipment purchased or furnished in the execution of this contract; and further shall comply with all provisions of State laws and with all requirements of the ordinances of the City. The City may withhold the amount of any just claim from payments due the contractor under this contract until such time as said claims are satisfied as prescribed by law.

- D. **Assignment of Monies by Contractor.** No assignment or pledge of the monies to become due under this contract shall be made without the written approval of the surety on the performance bond and the consent of the City. Such assignment or pledge, however, shall not release the contractor or his surety from any obligations or liability arising under or because of this contract.
- E. **Contractor as Independent Contractor.** The Contractor is expressly declared to be an independent contractor. Nothing in this agreement shall be construed to create the relationship of employer and employee between the City and the contractor or its agents, or to make the Contractor its agents or employees, subject to City civil service rules.
- F. **This contract shall not be assigned or transferred** This contract shall not be assigned or transferred by Contractor without the express written authorization of the City Council. The transfer of ownership of fifty percent (50%) or more of shares of a Contractor corporation shall be deemed a transfer of ownership of the contract. Transfer of equity between current owners shall not be subject to this clause.
- G. **Penalty For Missed Pickup.** Contractor shall pay to the City as liquidated damages the sum of \$2.00 each time an assigned dwelling unit has not been serviced by a refuse collection within twenty-four (24) hours of the assigned date of said collection, provided that the City shall notify Contractor within eighteen (18) hours of receiving a complaint of the name, address, and phone number of the complaining party.
- H. **Holidays.** Collection will be required on all holidays with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Collection for all residential dwelling units that would normally receive collection on an above listed holiday will receive collection one day later, as will all other residential dwelling units on subsequent days of that week on which the holiday falls.
- I. **Termination.** This contract may be terminated by either party without cause upon 120 days written notice to the non-terminating party. The Contractor and City have voluntarily entered into this termination clause with the full understanding that each party specifically waives any and all rights and claims it may have against the other party for termination after 120 days written notice.

X. **ADDITIONAL SERVICES AND CONDITIONS**

- A. **Telephone Number.** The contractor shall be required to maintain a Saint Peter telephone number or toll free number and such staff as may be necessary to take care of complaints, orders for special services or to receive instructions, from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays).
- B. **Default.** For the purpose of this agreement the contractor shall not be deemed to be in default where its inability to perform any or all of the agreement is a result of conditions beyond the control of the contractor, including but not limited to civil disorders, acts of God, inclement weather severe enough that collection is excused by the City, provided, however, the contractor shall notify the City and

exhaust every possible remedy to correct the conditions resulting in its non-performance.

- C. **Remedy.** The exercise by the City of any of the rights contained herein shall not restrict the City from pursuing other remedies, either legal or equitable, available to it. The reservation by the City of any rights expressed in this agreement shall not constitute the only remedy of the City in the event of contractor's breach of any of the agreements set forth in this contract.
- D. **Severance.** It is understood and agreed that this agreement is governed in all respects by the laws of the State of Minnesota and all obligations are enforced in accordance therewith and contractor, where required, must obtain licenses or permits to transact a refuse collection agency in the City.
- E. **Reporting.** The contractor will provide affidavits of delivery and proof of tipping at the specified locations for disposal of refuse and delivery destination of recyclables. Weights of recyclable materials will be provided on a monthly basis to the City. Recyclable weight information will include date, weight, pickup route identification and final delivery destination of materials.

In witness whereof, the parties have hereunto set their hands this _____ day of _____, 2014.

CITY OF SAINT PETER

LJP ENTERPRISES WASTE & RECYCLING LLC

Timothy Strand
Mayor

Larry Biederman
Owner

Todd Prafke
City Administrator

Signed before me this ____ day of _____, 2014 by Mayor Timothy Strand and City Administrator Todd Prafke.

Signed before me this _____ day of _____, 2014 by LJP Enterprises Owner Larry Biederman.

Notary Public

Notary Public

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)

RESOLUTION AWARDING BID FOR REFUSE HAULING CONTRACT

WHEREAS, the current residential refuse hauling contract with Waste Management will expire on February 28, 2014; and

WHEREAS, the Council directed staff to receive bids for a new five-year contract; and

WHEREAS, the bids included a base bid based on the current hauling process and an alternate bid that would provide for weekly collection of recyclables; and

WHEREAS, the following bids were received:

	<u>Base Bid</u>	<u>Alternate Bid</u>
Waste Management	\$6.54	\$7.44
LJP Enterprises	\$6.52	\$8.02

WHEREAS, the City Council has considered both the base bid process and the alternate bid process and has chosen to continue with the current hauling process that provides for collection of recyclables on an every other week basis; and

WHEREAS, LJP Enterprises submitted the lowest base bid; and

WHEREAS, staff has discussed with LJP Enterprises the process to transition from the current vendor to LJP and staff believes LJP is capable of providing for the transition; and

WHEREAS, staff recommends accepting the low bid submitted by LJP Enterprises for a five year residential refuse hauling contract.

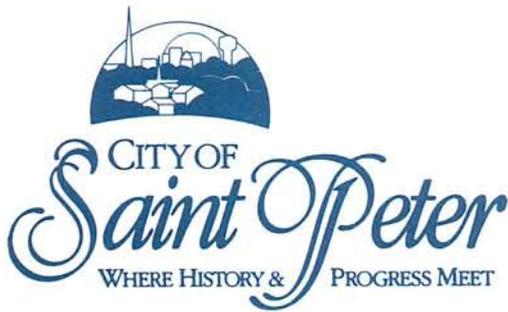
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the City of Saint Peter's five-year residential refuse hauling contract is hereby awarded to LJP Enterprises in the amount of \$6.52 per customer per month.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 01/8/14

FROM: Dean Busse
Building Official

RE: City of Nicollet Building Code

ACTION/RECOMMENDATION

Approve renewal of the contract with the City of Nicollet for provision of building code services by City of Saint Peter staff.

BACKGROUND

The City's contract with the City of Nicollet to provide building code services, including building inspections, expired on December 31, 2013. Staff has been in contact with City of Nicollet officials who wish to renew the contract for an additional year.

Providing the services outlined in the contract is able to be done with current staff without incurring additional hours of work. I would anticipate that the number of inspections would be similar to those Nicollet has had over the past couple of years. In 2013 the City of Nicollet had a total of 25 permits. Those permits included commercial and residential, house, additions, shed, manufactured home and fences. The permits had an estimated value of \$915,200.00.

You and I have discussed efforts of this type in the past and it was my understanding that our goal has been to ensure that service and expenses are not changed within Saint Peter. Based on the level of effort and time required to provide these services to Nicollet, I believe this can have a positive outcome for Saint Peter and I would recommend renewal of the contract.

FISCAL IMPACT:

The fees collected will more than cover any expenses the City may have.

ALTERNATIVES/VARIATIONS:

Do Not Act: No further action will be taken without additional direction from the Council and the City of Nicollet will be notified of the Council's decision.

Denial: No further action will be taken without additional direction from the Council and the City of Nicollet will be notified of the Council's decision.

Modification of the Resolution: This is always an option of the Council. However, any changes to the terms of the contract will need to be reviewed with the City of Nicollet.

Please feel free to contact me if you have any question or concerns.

DB

SERVICE CONTRACT FOR THE ADMINISTRATION OF THE STATE
BUILDING CODE BETWEEN THE CITY OF SAINT PETER, MINNESOTA AND
THE CITY OF NICOLLET, MINNESOTA

This service contract (the "Agreement") is made and entered into this _____ day of _____ 20____, between the City of Saint Peter, Minnesota ("Saint Peter") and the City of Nicollet, Minnesota ("Nicollet"), (collectively, the "Parties").

WHEREAS, Nicollet has adopted the Minnesota State Building Code; and

WHEREAS, Nicollet is authorized and empowered to provide for various types of inspections to ensure the public health, safety and welfare of its citizens; and

WHEREAS, said building code requires a certified building inspector for the implementation of the State Building Code; and

WHEREAS, Nicollet has investigated the facts and determined that it is in the best interests of the City and its citizens to contract with a third party for administration of the state building code; and

WHEREAS, Saint Peter employs certified building inspectors who implement the State Building Code; and

WHEREAS, Saint Peter has the desire and capacity to provide for the administration of the state building code to Nicollet.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Term. The term of this Agreement shall be for one year from the date of the last signature below. The Agreement will continue for successive one year terms unless either party gives notice of its intent not to continue the Agreement for at least sixty (60) days prior to the expiration of the current term. The Parties may also terminate this Agreement at any time, upon mutual agreement of the Parties as evidenced by an identical resolution of the city council of each city.
2. Saint Peter's Duties.
 - A. Provide State Building Code Inspection Program for Nicollet including residential and commercial plan reviews.
 - B. Conduct residential and commercial inspections.
 - C. Assist and consult with Nicollet concerning building code issues.

- D. Schedule building inspections.
 - E. Permits may be received at the office of the Saint Peter Building Inspector at Saint Peter City Hall. All payments shall be made to Nicollet.
 - F. Shall issue an annual report to the Department of Labor and Industry concerning fees and expenses as required by the Department of Labor and Industry.
 - G. Issue periodic reports to the Nicollet City Council which shall update and evaluate the Contract.
 - H. Enforce the Building Code.
 - I. Issue Certificates of Occupancy upon completion of construction.
 - J. Determine building valuations for purposes of permit fees.
 - K. Keep and maintain all open building permit files. Upon completion of the building permit, the files shall be delivered to Nicollet.
3. Nicollet's Duties.
- A. Schedule regular office hours to receive and issue building permits. Collect all building permit fees.
 - B. Collect all permits, files, plans and inspection reports upon completion of the inspection by Saint Peter and Nicollet shall retain all records pursuant to its retention schedule.
 - C. Maintain, control and administer Nicollet's Zoning Ordinances.
 - D. Nicollet Public Works shall coordinate inspection of all sewer and water service lines with Saint Peter.
4. Control and Employment Status. Saint Peter shall have control over the manner in which inspections and other services are performed under this Agreement. Saint Peter shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. Any employees assigned by Saint Peter to perform obligations under this Agreement shall remain the exclusive employees of Saint Peter for all purposes, including but not limited to wages, salary and employee benefits. Such Saint Peter personnel shall not be entitled to any compensation, rights or benefits of any kind from Nicollet, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay or retirement benefits.

5. Fees and Billing.

- A. Fees. Nicollet shall pay Saint Peter for the services performed pursuant to this Agreement in the amount listed in the fee schedule in Appendix A which is attached hereto and incorporated in this Agreement. The fee schedule may be revised from time to time without formally amending this Agreement by an identical resolution adopted by each city council.
- B. Billing. Saint Peter shall send an itemized list of all charges owed by Nicollet for services performed each quarter, to the attention of the Nicollet City Administrator by the 15th day following the end of the quarter. Nicollet shall remit payment in full to Saint Peter within thirty (30) days of receiving the invoice. In the event this Agreement is terminated, Saint Peter shall send a final invoice within fifteen (15) days of the termination date and Nicollet shall remit payment for the final invoice within thirty (30) days after its receipt.

6. Insurance and Liability.

- A. Insurance. Saint Peter agrees to provide the following insurance coverages: (1) commercial general liability with a minimum liability limit of \$1,000,000 per occurrence; and (2) automobile liability, including owned, hired and non-owned automobiles, with a minimum liability limit of \$1,000,000 per occurrence. Said liability coverages shall be through the League of Minnesota Cities Insurance Trust (LMCIT) using standard LMCIT liability coverage forms or from another reputable insurance company authorized to do business in Minnesota. Saint Peter agrees to name Nicollet as an additional insured. Saint Peter agrees to carry workers' compensation insurance as required by state law.
- B. Liability of Saint Peter. Saint Peter agrees to defend and indemnify Nicollet, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of Saint Peter's performance or failure to perform its duties under this Agreement, except as set forth in subsection C below.
- C. Liability of Nicollet. Saint Peter, however, shall not be required to defend and indemnify Nicollet for claims or damages caused by or resulting from Nicollet's sole negligence. Nicollet agrees to defend and indemnify Saint Peter and its employees, officers, volunteers and agents, for any claims related to the interpretation of or challenges to the validity of Nicollet's ordinances.

7. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties with the exception of Appendix A which may be amended as provided in Section 5 of this Agreement.
- C. Notice. Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the city, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

Notice to Saint Peter:
City Administrator
City of Saint Peter
227 South Front Street
Saint Peter, MN 56082-2513

Notice to Nicollet:
City Clerk/Treasurer
City of Nicollet
P.O. Box 547
Nicollet, MN 56074-0547

- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- E. Captions. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- F. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

- H. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- I. Assignment and Subcontracting. Saint Peter shall not assign this Contract or enter into a subcontract without the written approval of Nicollet.
- J. Entire Agreement It is understood that the entire agreement of the parties is contained herein and this Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties, by action of their respective city councils, caused this Agreement to be approved on the dates below.

CITY OF SAINT PETER, MINNESOTA

The City Council of Saint Peter, Minnesota, duly approved this Agreement on the ____ day of _____, 20____.

City of Saint Peter, Minnesota

By: _____
Its Mayor

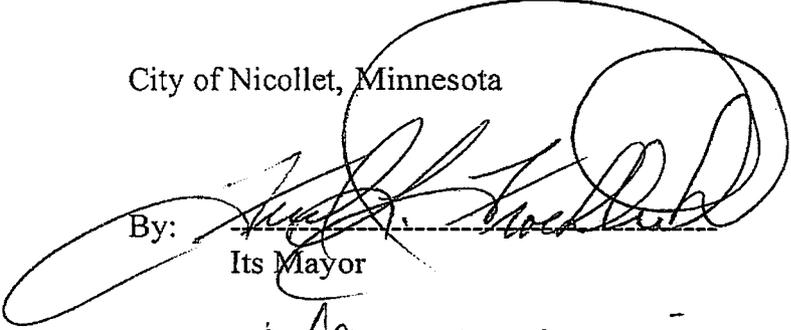
By: _____
Its City Administrator

(signatures continued on the following page)

CITY OF NICOLLET, MINNESOTA

The City Council of Saint Peter, Minnesota, duly approved this Agreement on the 2nd day of December, 2013.

City of Nicollet, Minnesota

By: 

Its Mayor

By: Vanessa Druce

Its Clerk / Treasurer

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)**

**RESOLUTION APPROVING EXECUTION OF 2014 CONTRACT TO PROVIDE BUILDING
INSPECTION SERVICES TO THE CITY OF NICOLLET**

WHEREAS, the City has previously entered into a contract with the City of Nicollet to provide building inspection services in Nicollet; and

WHEREAS, the existing contract expired December 31 , 2013; and

WHEREAS, the proposed contract will provide revenues in the City of Saint Peter in the amount of eighty percent (80%) of the building permit fees collected in exchange for the service; and

WHEREAS, City of Saint Peter staff have been able to provide the service without impacting inspections in Saint Peter.

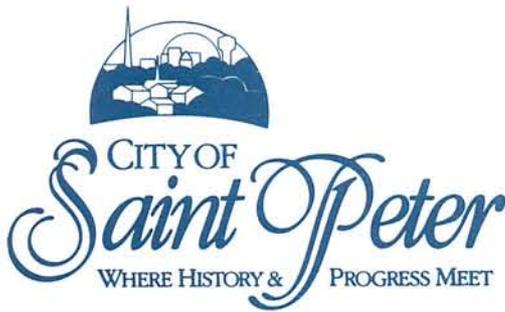
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are hereby authorized to execute a new service contract for provision of building inspection services to the City of Nicollet through December 31, 2014.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 01/23/14

FROM: Jane Timmerman
Recreation and Leisure Services Director

RE: Senior Services Contract

ACTION/RECOMMENDATION

Authorize execution of a contract effective from January 1, 2014 through December 31, 2015 between the City and Nicollet County for the provision of senior services to City residents through utilization of the County's Senior Coordinator.

BACKGROUND

The senior citizens contract with Nicollet County began after the City's Senior Coordinator retired and the City proposed to enter into a contract with the County for part-time senior services. The current contract expired on December 31, 2013.

Upon review of the previous contract from 2011-2013, Nicollet County has proposed some changes. The changes proposed by the County appear acceptable and do not negatively impact the services provided. I will be at the workshop on Tuesday evening to discuss and provide any clarification needed regarding these proposed changes/additions which are as follows:

- Section 1. County Duties - The County proposes adding an item that clearly states the Coordinator of Senior Services is an employee of Nicollet County assigned to the City.
- Section 1., Item C - The County proposes removing task number 6 "Supervise St. Peter Senior Center Assistant, if any".
- Section 4. Termination - Both the County and City staff propose to add language that indicates the contract may be terminated at a time shorter than sixty (60) days if mutually agreed upon by the parties.
- Section 5. – Indemnification and Insurance. - Nicollet County proposes to add Item B. Indemnification of the City.

The 2014-2015 contract cost will be approximately \$28,000 per year for two years and is included in the senior center budget. We believe the synergy created by this coordination of efforts make it worth the dollars expended.

When the County employee works as Senior Center Coordinator for the City, the employee is under the direction of the Recreation and Leisure Services Director. Current senior activities and programs generally operate out of the Senior Center at the Community Center. The County employee has an office in the Senior Center and holds regular office hours. Given the number of hours the contract provides (15 hours per week), services and programs are maintained and supervised adequately. This arrangement has been a positive for County and the City and well accepted by the seniors that are involved.

FISCAL IMPACT:

Funding for this contract is included in the 2014 senior center budget.

ALTERNATIVES/VARIATIONS:

Do not act: The contract will not be signed at this time and staff will wait for further direction from the Council.

Negative Votes: Nicollet County will be informed of this decision. Staff will wait for further direction from the Council.

Modification of the Resolution: This is always an option of the Council.

Please feel free to contact me should you have any questions or concerns about this agenda item.

JT/

Services provided by the Senior Center Coordinator:

1. Office hours 1:30-4:30 p.m.
2. Manages schedule of events/activities in the senior center; coordinating with community center reservation schedule.
3. Prepares a bi-monthly newsletter that is mailed to over 400 seniors.
4. Coordinates and supervises weekly activities at the center which include a Pfeffer club, 500 card players, bridge card players, and men's card group.
5. Works with Senior Expo committee to provide an annual event featuring local services, businesses, and organizations of interest to older adults. Coordinate with community center staff regarding logistics for event.
6. Keeps current information on Medicare issues and schedule informational talks.
7. Provides social activities including monthly senior dances in cooperation with the American Legion, breakfast and programs at Whiskey River, and monthly buffet lunches at GAC.
8. Coordinates the NAPS program in the community (Nutrition Assistance Program for Seniors).
9. Coordinates a bi-weekly foot care clinic.
10. Coordinates a fitness program held at the community center taught by an Enhance Fitness certified instructor. PALS (Partners in Active Living for Seniors).
11. Available for tax preparation help.
12. Partners with various Gustavus classes.
13. Advertise/market activities/events.
14. Works from county office and city office regarding questions, cancellations, scheduling, and more.
15. Resource in the community for senior citizens.
16. Networks with senior housing staff in St. Peter and surrounding area.
17. Meets quarterly with southern Minnesota senior center coordinators.

Planning for 2014 includes:

1. Develop training program for volunteer drivers and senior volunteers
2. Start a new program offering Forums that will engage older adults in topics that further their own vital aging and help connect them with others to foster vital communities.
3. Re-format the newsletter and explore sending out an e-mail newsletter.

4. Coordinate more computer classes/informational sessions; helping to connect older adults to a changing world.
5. Work with the Rec Program Supervisor to provide additional physical/recreational opportunities for vital agers.
6. Meet together with the Public Health Director and Recreation Director on program direction.

SENIOR CITIZEN CONTRACT

THIS AGREEMENT made and entered into by and between the City of St. Peter, hereinafter referred to as "City", a Minnesota municipal corporation, and Nicollet County, hereinafter referred to as "County", a Minnesota political subdivision.

WHEREAS, the County maintains a Nicollet County Coordinator of Senior Services to serve Nicollet County;

WHEREAS, the City wishes to provide services for its seniors.

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties agree as follows:

1. COUNTY DUTIES

- A. The County shall employ an individual in the position of Coordinator of Senior Services. The individual will be an employee of the County, assigned to the City. The individual will be deemed a County employee for purposes of employment benefits including health care coverage, vacation and sick time, holiday designations and pay, and other County employee-related benefits. The individual will be subject to the County Employee Policies and Procedures as set forth in the Personnel Roles and Regulations, as may be modified during the period of the Agreement.
- B. Nicollet County Coordinator of Senior Services will maintain office hours at the St. Peter Senior Center on Monday through Friday from 1:30 p.m. to 4:30 p.m., or as adjusted from time to time by mutual consent of the parties.
- C. The County Coordinator of Senior Services shall serve as the St. Peter Senior center Program Director and complete the following tasks:
 - 1. Determine program needs for seniors;
 - 2. Plan and coordinate senior activities, programs, and events;
 - 3. Schedule activities, programs and events;
 - 4. Prepare and publish a bi-monthly, county wide senior newsletter;
 - 5. Coordinate with other county clubs and organizations;

2. CITY DUTIES

- A. The City shall provide the County with office space in the St. Peter Senior Center for the County Coordinator of Senior Services.

- B. The City shall reimburse the County for fifteen (15) hours per week or 780 hours per year for the respective calendar year for the Coordinator of Senior Services.
- C. The City shall reimburse the County for one half (½) of the cost of the postage for the monthly senior newsletter.
- 3. **TERM.** This Contract shall be effective from January 1, 2014 through December 31, 2015. The Contract may be renewed at the end of the term upon the written consent of the parties.
- 4. **TERMINATION.** This Contract may be terminated upon written notice of termination delivered by one party to the other at least sixty (60) days prior to termination or a shorter time as mutually agreed upon by the parties.

5. INDEMNIFICATION AND INSURANCE

- A. **Indemnification of the County.** The County shall defend and save the City harmless from any claims, demands, actions, or causes of action arising out of any willful or negligent act, or out of any negligent omission on the part of the County, its agents, assignees, or employees in performance of or with relationship to any of the work or services provided to be performed by the County under the terms of this Contract.
 - B. **Indemnification of the City.** The City shall defend and save the County harmless from any claims, demands, actions, or causes of action arising out of any willful or negligent act, or out of any negligent omission on the part of the City, its agents, assignees, or employees in performance of or with relationship to any of the work or services provided to be performed by the City under the terms of this Contract.
 - C. **Insurance.** The County, further, that in order to protect itself, as well as the City under the indemnity agreement set forth above, will, at all times during the term of this Contract, have and keep in force automobile insurance, general liability insurance, and worker's compensation insurance having liability limits which satisfy the requirements of Minn. Statute Chapter 466, entitled "Tort Liability of Political Subdivisions", and other applicable statutes requiring insurance coverage.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** In fulfilling this Contract, the County will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The County will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their

race, religion, sex, color, national origin, creed, marital status, status with regard to public assistance, disability or age.

7. CONDITIONS OF THE PARTIES OBLIGATIONS. Any alterations, variations, modifications or waivers or provisions of this Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of this Contract.

No claim for services furnished by the County not specifically provided for in the Contract, will be allowed by the City, nor shall the County do any work or furnish any materials not covered by this Contract unless this is approved in writing by the City. Such approval shall be considered to be a modification of the Contract.

8. SUBCONTRACTING. The County, as part of their managerial duties, shall enter subcontracts, as necessary and/or required, for any transit services not directly provided by the County. The County will provide a copy of all subcontracts to the City.
9. MISCELLANEOUS. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supercedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
10. EFFECTIVE DATE. This contract is effective January 1, 2014 through December 31, 2015.

CITY OF ST. PETER

By: _____
Timothy Strand, Mayor

Date: _____

By: _____
Todd Prafke, City Administrator

Date: _____

COUNTY OF NICOLLET

By: Marie Drantel
Marie Drantel
County Board Chair

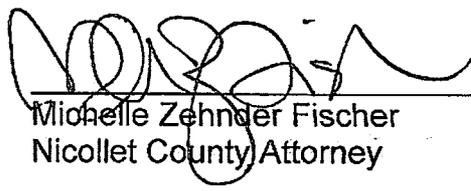
Date: 1/7/14

By: 
Ryan Krosch,
County Administrator

Date: 1/7/14

APPROVED AS TO FORM

James W. Brandt,
St. Peter City Attorney



Michelle Zehnder Fischer
Nicollet County Attorney

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT BETWEEN THE CITY AND
NICOLLET COUNTY FOR THE PROVISION OF SENIOR SERVICES**

WHEREAS, the City has successfully contracted services for seniors from Nicollet County since 2001; and

WHEREAS, the current contract expired December 31, 2013; and

WHEREAS, the City Council wishes to continue providing services to the senior citizens of the community; and

WHEREAS, staff recommends approval of the contract.

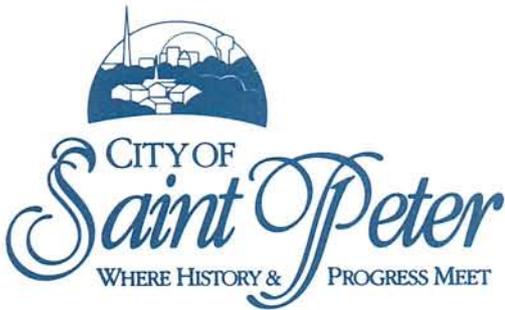
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the contract for senior services made between the City of Saint Peter and Nicollet County is hereby approved for the term January 1, 2014 through December 31, 2015.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 01/23/2014

FROM: Todd Prafke
City Administrator

RE: Library Services Contract

ACTION/RECOMMENDATION

Approved the attached resolution authorizing execution of library services contract with Nicollet County.

BACKGROUND

As you may recall, since the breakup of Minnesota Valley Library System which was about 14 years ago, the City has been in a contractual relationship with Nicollet County for the provision of Library services. The contract has essentially allowed for the provision of regular library services to non-City residents.

Nicollet County is required by State law to provide a "Minimum Maintenance of Effort". That rule requires them to spend a minimum number of dollars on library service provision. In the past the contract with us was less than their minimum under the rules and the County would hold that portion of the money for other potential library related projects. If money was left over at the end of the year, they would disperse that money to both North Mankato and the City of Saint Peter. for the 2013 contract which is currently in place.

This is a very interesting issue in that Nicollet County is required to spend the money on library services but State rule changes have allowed for the Minimum Maintenance of Effort to be reduced. There is no provision that says they must give those dollars to us. However, I don't know where else they would spend the money on Library services in Nicollet County unless they started their own library which seems redundant and would require them, most likely, to spend much more than they do now with us and North Mankato.

I have reviewed the draft contract and believe that it provides for the same provision of services as past contracts.

FISCAL IMPACT:

The contract provides \$44,594 in revenues to our library fund. That is about \$4,000 less than the contract for 2011, but is the same as in 2012 and 2013. The dollar amounts have not increased while costs have either stayed steady or continued to go up slightly. Since we do not control the situation, I am unsure that there is much we can do except to express our concerns

about the continuing relative decline in funding and be grateful for the funds that they do provide.

ALTERNATIVE AND VARIATIONS:

Approval: The contract will be executed and staff will proceed.

Denial: No further action will be taken without additional direction from the Council. Without agreeing to the contract our revenues would drop by about \$44,600. This would be a substantial revenue gap to fill or would require additional large cuts to library services.

Modification of the resolution: This is always an option of the Council.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal

2014 Library Purchase of Services Contract Between Nicollet County Library Board and the City of St. Peter

In an effort to continue to provide library service for residents of Nicollet County and the City of Saint Peter (City), the Nicollet County Library Board (County Library Board) and City hereby enter this contract promoting cooperation and coordination of efforts.

I. DEFINITIONS

For purposes of this contract, the following words shall have the following meanings:

Rural Resident - Rural Resident shall be those persons having a residence located outside the corporate limits of the City of Saint Peter.

Library Services: Library Services shall mean access to physical facilities and materials that provide reading, audio and computer access to information and as defined in Minnesota Statutes ' 134.001 Subd 2 and 3.

II. THE NICOLLET COUNTY LIBRARY BOARD WILL:

Provide to the City of Saint Peter the sum of \$44,594 to be paid quarterly for the provision of library services to the rural areas of Nicollet County.

III. THE CITY OF SAINT PETER WILL:

- Provide for complete access to all services that are available to library patrons that reside within the City of Saint Peter including access to any programs that may be made available for the term of this contract.
- The City will agree to submit quarterly billings to the County Library Board and the County Library Board will reimburse the City.

IV. MONITORING AND REPORTING

- A. The City agrees to maintain records relating to contractual library services provided.
- B. The City, as deemed necessary by the County Library Board shall allow the County Library Board or appropriate State Agency, including the Office of the State Auditor, access to the City=s contractual library service records at reasonable hours.
- C. The City will furnish information regarding contractual library services as requested by the County Library Board.
- D. The City will maintain and make available records pertaining to contractual library services for six years for audit purposes.

V. RECORDS AND INSPECTION

The City shall maintain full and accurate records with respect to all matters covered under this Contract. Pursuant to Minn. Statute '16B.06, Subd. 4, the County Library Board, and either the Legislature or State Auditor, as appropriate, shall have, at all proper times, the right to inspect, examine and audit the books, records, documents and accounting procedures and practices of the City relevant to this Contract.

VI. PERSONNEL

The City shall secure, at its own expense, any and all personnel required in performing the services under this Contract. Any and all personnel engaged in the work shall be fully qualified to perform the services under the Contract.

VII. INDEMNIFICATION / INSURANCE

- A. Indemnification. The City shall defend and save the County Library Board harmless from any claims, demands, actions, or causes of action arising out of any willful or negligent act, or out of any negligent omission on the part of the City, its agents, assignees, or employees in performance of or with relationship to any of the work or services provided to be performed by the City under the terms of this Contract.
- B. Insurance. The City, further, that in order to protect itself, as well as the County Library Board under the indemnity contract set forth above, will, at all times during the term of this Contract, have and keep in force automobile insurance, general liability insurance, and workers= compensation insurance having liability limits which satisfy the requirements of Minn. Statute Chapter 466, entitled ATort Liability of Political Subdivisions@, and other applicable statutes requiring insurance coverage.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In fulfilling this Contract, the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The City will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, creed, marital status, status with regard to public assistance, disability, or age.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS

Any alterations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this contract.

No claim for services furnished by the City, not specifically provided for in the contract, will be allowed by the County Library Board, nor shall the City do any work or furnish any materials not covered by this contract unless this is approved in writing by the County Library Board. Such approval shall be considered to be a modification of the contract.

X. MISCELLANEOUS

Entire Contract - it is understood and agreed that the entire contract of the parties is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

XI. TERM

The term of this contract shall be from January 1, 2014 until December 31, 2014. Renewal of this contract subsequent to this time period will be at the sole discretion of the County Library Board.

CITY OF SAINT PETER

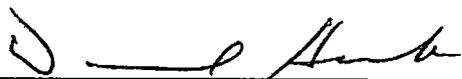
Timothy Strand, Mayor

Date: _____

Todd Prafke, City Administrator

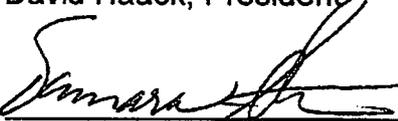
Date: _____

NICOLLET COUNTY LIBRARY BOARD



David Haack, President

Date: 12-3-13



Tamara Stein, Secretary

Date: 12-3-13

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)**

RESOLUTION AUTHORIZING EXECUTION OF LIBRARY SERVICES CONTRACT

WHEREAS, the City of Saint Peter has previously entered into a contractual relationship with Nicollet County for provision of library services to non-City residents; and

WHEREAS, the contract has worked well for all parties involved; and

WHEREAS, Nicollet County has proposed a new contract that would continue the provision of library services to rural residents of Nicollet County and provide funding to the City of Saint Peter for the service.

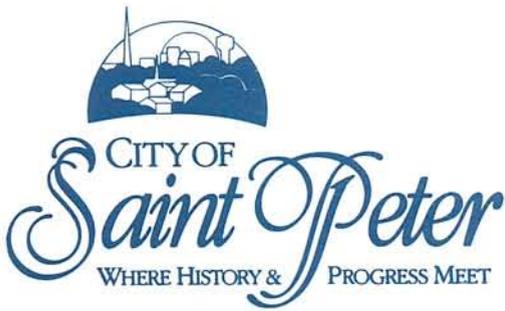
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are hereby authorized to enter into a "2014 Library Purchase Of Services Contract Between Nicollet County And The City Of Saint Peter".

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 01/23/14

FROM: Lewis G. Giesking
Director of Public Works

RE: 2104 Equipment Certificate Purchase: Street Sweeper

ACTION/RECOMMENDATION

Authorize purchase of a Elgin Pelican NS Dual Gutter Broom Street Sweeper from MacQueen Equipment Inc. for \$185,829.00 including trade-in of the existing Elgin mechanical sweeper with an allowed value of \$16,402.00.

BACKGROUND

There are two major types of material pick up systems in sweepers, of which the most common is the mechanical pick up. Mechanical pick up means the sweeper functions much like a broom and dust pan; whereas, the second type is vacuum based and uses air movement (vacuum) to pick up materials. The City currently has one of each. The mechanical sweeper is used for heavy duty sweeping in the spring and for picking up seal coat rock. The vacuum type sweeper, a 2005 Sterling GEOVAC SC8000 (4,900 hours, 4-wheel), is used for more thorough cleaning of the streets to meet storm water requirements; although, both are used at times to clean all of the streets in the City more quickly. The ultimate goal of street sweeping has expanded from simple maintenance and aesthetics to removing materials before they can be or are flushed into the Minnesota River. In addition, the City gets non-financial credit in the Stormwater program from the Minnesota Pollution Control Agency for timely street sweeping.

The City's 2003 Elgin Pelican (4,010 hours, 3-wheel) that is proposed for replacement, is a mechanical type sweeper and the goal of staff would be to replace it with like equipment; as it is important and necessary equipment utilized in the general maintenance program for the streets.

The existing sweeper has failed a couple times in the past two years requiring replacement of the gutter broom assembly due to age of the unit and wear from use. The carriage assembly for the conveyor also failed this past year and had to be replaced. The conveyor assembly wear parts and bearings all need to be replaced; however, the replacement has been delayed anticipating the purchase of a new replacement sweeper. These type of maintenance issues can be expected when a machine that operates continuously in heavy dust, sand and salt conditions reaches 10 years of age and has 4,000+ hours of operation. If the City keeps this machine, it is anticipated there will be more frequent failures of wear parts for the next few years.

Staff has been evaluating new mechanical sweepers to replace the Elgin Pelican, as a new unit will be more cost-effective and reliable. The following units have been tested and/or evaluated:

- The Global MX3 is available from a company based out of Iowa with no representatives in Minnesota at this time. These street sweepers currently are not being used in Minnesota. They are a 3-wheel design (one in front and two in back) with rear wheel drive and rear dumping capabilities. During an on-site demonstration for the City, the unit performed well in cleaning, but only fair in dumping due to visibility issues. While the unit operated in an efficient manner, staff felt the machine is not user friendly and it should not be considered at this time due to these issues. It will also be difficult to access service due to the remote location of the manufacturer representatives and lack of availability of service locations.
- The Elgin Pelican (4-wheel) model is a rear wheel drive unit also with a mechanical sweeper that has a proven ability to pick up debris at a very high rate based on the broom rotation from street to sweeper. Broom pick up is rear mounted and brooms move the solids collected in a quicker fashion allowing for more area to be covered in an efficient manner. All Elgin 2015 sweepers will change to a hydraulic operated pick up, which currently operates at a slower working speed, taking additional time to clean the same street surface. The 4-wheel unit is not as agile in tight conditions and needs space to complete the necessary street work. It is a front dump unit and the operator has good line of sight when dumping. These sweepers are valuable for cities that have miles of high-speed arterial streets.
- The Elgin Pelican (3-wheel) model, which is similar to the City's current sweeper, is a mechanical sweeper that implements an under chassis pick up with debris collection in the front of the unit. This is slightly different than the 4-wheel unit, but is much more agile in street operations and can easily be maneuvered in tight conditions and around the City's fifteen foot radius curbs at intersections. The unit is also front dump, into a dump truck, which helps staff with line of sight allowing quicker dumps for quicker turn-a-round time for disposal.

The benefits of the Elgin 3-wheel Mechanical Sweeper include:

- Dumping method – Front dump units are safer and take less time to operate in the field. It is easy for the operator to see if the machine is sweeping correctly as the operator's position is over the top of the gutter broom.
- Picking up of seal coat rock – staff has successfully used the Elgin sweeper for many years in this capacity.

The new Elgin 3-wheel mechanical sweeper has features that will reduce costs, improve reliability, and extend the life of the sweeper including:

1. Improved gutter broom drive system that utilizes an independent hydraulic motor versus the chain drive type system.
2. Auto-lube system for conveyer belt bearings which will promote longer bearing life. The pressurized system maintains a positive grease application continuously to bearings, reducing the possibility of dust and sand getting into the bearings. This feature will also improve productivity by reducing the maintenance and repair time necessary for the operation of a self-propelled street sweeper.
3. Left side gutter broom so sweeping curbs can be done from either side of the sweeper.
4. The cab on the Elgin is independent from the sweeper making it much quieter.

5. The new sweeper will also come with carbide dirt shoes rather than rubber, providing a much longer life for the dirt shoes.
6. A dry dust control system to allow the entire sweeper to be used earlier and later in a given season, including during freezing weather conditions. Control of fugitive dust should prolong the life of the sweeper.
7. Hoses and wear items have been re-arranged in the machine for easier accessibility for repair and replacement.
8. A hopper liner system to reduce the wear and rusting in the hopper.
9. An engine pre-cleaner and improve operation the engine and the dusty conditions.
10. LED lighting system.
11. Limb guard for the machine.

Items 2, 3, 5, 8, 10, and 11 are optional items included on the sweeper to reduce maintenance and prolong the life of the machine.

Maintenance records indicate it has been a good practice to keep on a 10-year replacement cycle with frequently used equipment. This helps with productivity and maintains an updated equipment application. The new sweeper will improve efficiency in sweeping and help keep the City in compliance with new stormwater regulations, while also reducing the amount of time for maintenance. The new standard items and selected optional items included in the machine are anticipated to prolong the life of the machine beyond 10 years.

MacQueen Equipment, a Minnesota dealer, is the vendor which provides the Elgin Sweeper through the State bidding process. Their pricing is as follows:

Elgin 3-wheel mechanical sweeper-front dump - price includes trade-in of the City's existing Elgin mechanical 3-wheel sweeper

\$202,231.00 State bid price delivered
-\$16,402.00 Trade-in allowance
 \$185,829.00 Net purchase price

Global Sweeping Solutions corporate office has a piece of equipment (Global 3-wheel mechanical sweeper - rear dump) which closely matches the Elgin equipment, but they could not provide the auto lube system, carbide dirt shoes, limb guard or LED strobe light all of which have a total value of \$10,243.00. If the City purchased through Global, the existing mechanical sweeper could be declared surplus and offered for sale on the State auction site with no guarantees as to the amount that would be recouped.

If the same value of options were added to the Global sweeper as is available on the Elgin model, the price would look like this:

\$188,719.00 State bid price delivered
+\$10,243.00 Key items not available on the Global machine
 \$198,962.00 comparable price to Elgin state bid price delivered

It may be important to note that there is only one distributor in Minnesota for the preferred type of Elgin equipment so bidding, as would be directed in City policy, is impractical. The Elgin 3-wheel mechanical sweeper is the better value to provide better access for service, safety of operation, reduced maintenance costs, and longer life. The purchase of the Elgin sweeper

would include a complete one year warranty on the sweeper and a two year warranty on the John Deere engine.

I recommend purchase of the Elgin mechanical sweeper from MacQueen Equipment with trade-in of the existing Elgin sweeper.

FISCAL IMPACT:

Funding for this purchase is allocated in the 2014 Equipment Certificate.

ALTERNATIVES/VARIATIONS:

Do not act: No purchase will be made and Staff will seek additional City Council direction.

Negative Votes: Staff will await further direction regarding the purchase of a new street sweeper.

Modification of the Resolution: This is always an option of the Council.

Please feel free to contact me should you have any questions or concerns about this agenda item.

LGG/amg

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)

**RESOLUTION AUTHORIZING 2014 EQUIPMENT CERTIFICATE PURCHASE:
MECHANICAL STREET SWEEPER**

WHEREAS, the City currently has a 2003 Elgin Pelican 3-wheel mechanical street sweeper with 4010 hours of operation; and

WHEREAS, the 2003 Elgin Pelican has had maintenance issues this past year and is due for substantial maintenance on the conveyor this year; and

WHEREAS, street sweeping is now required by the Minnesota Pollution Control Agency to remove materials before being flushed into the Minnesota River; and

WHEREAS, new sweepers have many improvements to improve the operation and maintenance and extend the operational life of the equipment; and

WHEREAS, the City confirmed state bid numbers for two comparable 3-wheel mechanical street sweepers (Mac Queen Equipment Elgin 3-wheel mechanical sweeper-front dump and a Global Sweeping Solutions Global 3-wheel mechanical sweeper - rear dump) as follows:

<u>VENDOR</u>	<u>STATE BID PRICE</u>	<u>TRADE-IN</u>	<u>NET PRICE</u>
MacQueen Equipment	\$202,231.00	\$16,402.00	\$185,829.00
Global Sweeping Solutions	\$188,719.00	\$10,243.00	\$198,962.00

WHEREAS, City staff has evaluated the comparable three wheel mechanical sweepers and the Elgin Pelican three wheel mechanical sweeper has more features to reduce maintenance and prolong the life of the sweeper; and

WHEREAS, the City has had good experience and good service from MacQueen Equipment; and

WHEREAS, Mac Queen Equipment has offered \$16,402.00 for trade-in of the 2003 Elgin Pelican three wheel mechanical sweeper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT:

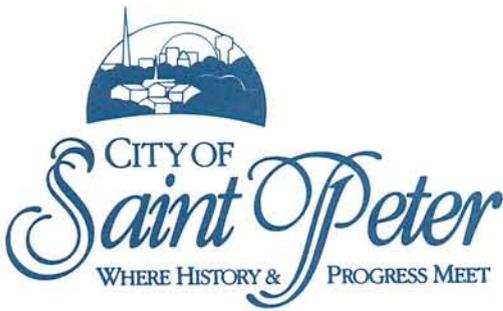
1. Staff is authorized to proceed with purchase of a new Elgin Pelican NS Dual Gutter Broom Street Sweeper from MacQueen Equipment for a net price of \$185,829.00 including trade-in of the existing 2003 Elgin Pelican 3-wheel mechanical sweeper.
2. Funding for the purchase shall be from the 2014 Equipment Certificate.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 1/23/2014

FROM: Todd Prafke
City Administrator

RE: Closed Session – Land Sale

ACTION/RECOMMENDATION

Call for closed session to discuss negotiations related to sale of City owned property.

BACKGROUND

State law provides an option for closing public meetings to discuss, among other things, negotiations involving sale of City owned land.

Staff is in negotiations with a prospective buyer for property owned by the City and I recommend a closed session be called as part of the meeting on January 27, 2014. The closed session will take place in the Traverse des Sioux Room of the Community Center.

Following the closed session, it would be my expectation that no action would be taken on the land sale and the Council would return to open session to take action to adjourn.

FISCAL IMPACT:

There is no fiscal impact to closing the public meeting for this discussion. No action will occur during the closed session.

ALTERNATIVES/VARIATIONS:

Do Not Act: Should the Council choose to forgo the closed session, discussion on the land sale negotiations could take place in open session.

Denial: Should the Council choose to forgo the closed session, discussion on the land sale negotiations could take place in open session.

Modification of the Resolution: This is always an option of the Council, however, any modifications to the Resolution should be done within State regulations for closing a public meeting.

Please feel free to contact me if you have any questions or concerns about this agenda item.

TP/bal

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)**

RESOLUTION CALLING FOR CLOSED SESSION

WHEREAS, Minnesota Statutes allow for closed sessions of the Council for discussion of specific issues including property sale negotiations; and

WHEREAS, staff is currently in negotiations with a potential buyer of City owned property; and

WHEREAS, staff recommends a closed session be called.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the City Council will meet in closed session in the Traverse des Sioux Room as provided for under Minnesota Statutes for discussion of land sale negotiations.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of January, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator