CITY OF SAINT PETER, MINNESOTA
AGENDAS AND NOTICE OF MEETING

Regular Workshop Session of Monday, September 16, 2019
Community Center, St. Peter Room - 5:30 p.m.
600 South Fifth Street

I. CALL TO ORDER

II. DISCUSSION
A. Recycling
B. River’s Edge Hospital CEO Recruitment Process
C. Human Rights Commission Review

III. ADJOURNMENT

Office of the City Administrator
Todd Prafke
TO: Honorable Mayor Zieman  
Members of the City Council  

FROM: Todd Prafce  
City Administrator  

RE: Refuse/Recycling Contract  

DATE: 9/13/2019  

ACTION/RECOMMENDATION  

None needed. For your input and discussion.  

BACKGROUND  

Members may know or recall that back in 2013 the City of Saint Peter solicited proposals related to provision of refuse and recycling services for residential customers within the city. A contract was awarded to LJP Enterprises Waste and Recycling (LJP) and that contract started on the 1st of March in 2014. The original contract was for five years.  

As you may also recall, the contract was extended to June 30, 2023 based upon a negotiated change in the contract which changed recycling to an every week status from an every other week status. At that time it was hoped that the change would increase the amount of recycling that took place, but maybe more importantly, decrease the weight of refuse or garbage that was placed into curbies and ultimately put into the landfill, thus saving landfill cost. While we have seen recycling numbers plateau and in some instances go down, we have seen our garbage or refuse weights numbers continuing to increase.  

Over the last 6 to 12 months there have been substantial changes in the recycling marketplace in not only Minnesota, but also within the United States and internationally. Geopolitical politics have impacted how much, where, and what can be produced with recycled materials. These changes are now impacting our current system here within Saint Peter. Previously recyclable materials may have had some value to the recyclers or they would at least break which meant recyclers would take the material without charge. That structure of the marketplace has ended and frankly I don’t see a swift turnaround in the near future.  

Our contracted hauler is now facing additional costs to provide for the disposal of the recyclable materials. While recyclers may still take the materials, now they want to be paid for this service where previously it had value for our hauler or was at least taken for free.  

LJP has come to us to look at new ways to offset the increased cost that they are facing due to the change in the recycling environment. The discussions have been positive and cordial, but it does come down to the fact that they are looking for additional money to provide the same or
similar service we enjoy currently. Again, it's based on those significant changes within the recycling market place.

This puts LJP in a rather tough spot. Our contract stipulates very clearly that they are required to take the materials that are outlined in the contract. Any additional costs that they incur as a part of that really fall on their shoulders. However, the contract also stipulates that either party can provide a 120 days notice to terminate the contract. While LJP has not threatened to do that, if they continue to lose money on the service provision in the amounts they have expressed, (in excess of $3,900 per month), at some point it appears they may be left with no choice but to exercise their 120 day termination right and we will be left with a challenge to continue to contract for services from a dwindling number of service providers.

Your City Attorney has reviewed the contract carefully and agrees that LJP is required to provide the service and dispose of the materials as stipulated and that both the City and LJP have the ability to terminate the contract with a 120 days notice.

This puts us in a very interesting position of having opportunity to work with LJP and renegotiate a contract or service levels or changes to programs or to allow them to continue to lose money and at some point potentially exercise their 120 day termination clause. We could also use any time we have to develop a new system and look for other service providers either through a contract bid or an RFP process as we have done in the past. I want to stress our discussions with LJP have been very positive and we have continued to look at this issue from the perspective of a shared problem.

In discussing this issue with LJP there are a number of ideas that could be explored. Those ideas include:

- A modification to our system potentially going to every other week recycling. This would reduce their staff time and fuel costs thereby reducing the overall cost for providing recycling service. This could have the impact of reducing the cost of service almost in half. We could undertake additional education to improve the quality of the recyclable materials LJP receives. By that I mean doing a better job in educating our residents about what they can and cannot place within their recycling curbies. While it's difficult to project the savings additional education could provide, it is likely relatively small compared to changing back to every other week recycling which likely saves around $25,000 per year.

- Connected with this we could be more diligent in charging our users who fail to meet the standards (putting things in the curbie that are not clean or are not recyclable). This would likely improve our material quality but is probably an exchange in value meaning it cost as much to "police" as is helps.

- Another idea might be to modify our contract with LJP to provide for a "commodity fee" or use a "fuel surcharge" concept e.g. if the value of the materials go up our costs go down and visa versa. This would mean that our monthly recycling bill would fluctuate each month depending on the value and the amount of materials recycled. Over all this type of modification would still provide for increased costs to our system.

- We could look for financial assistance from Nicollet County. As members know all taxpayers in Saint Peter pay Nicollet county an annual waste tax of slightly more than
Previously that tax has been used, at least in part, to pay for a recycling center in North Mankato that Saint Peter residents have received no benefit from. The County pays a little over $100,000 per year to maintain that facility which will be closing at the end of this year. Even with the facility closed Nicollet County will continue to receive those taxes. We could appeal to Nicollet County and ask them to use some of those resources to offset the increase in cost in our system. This idea has a number of political ramifications that I have not fully explored but have thought a lot about.

- There may be other ideas you wish to explore that we have not thought of.

My goal for your meeting is to discuss the current situation, to provide additional data around the ideas and thoughts that are expressed within this memo, and to solicit input from the Council as to the direction you think might be best for cost and stability within the system we currently have.

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

TP/bal
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 contract.

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 28th day of January, 2014.

CITY OF SAINT PETER

[Signature]
Timothy Strand
Mayor

[Signature]
Todd Prafke
City Administrator

Signed before me this 29th day of January, 2014 by Mayor Timothy Strand and City Administrator Todd Prafke.

LJP ENTERPRISES WASTE & RECYCLING LLC

[Signature]
Larry Biederman
Owner

[Signature]
Barbara A. Luker
Notary Public

Signed before me this 28th day of January, 2014 by LJP Enterprises Owner Larry Biederman.

[Signature]
Barbara A. Luker
Notary Public
First Amendment to Agreement for Refuse and Recycling Collection among
LJP Enterprises Waste and Recycling, LLC
and
The City of Saint Peter, Minnesota

LJP Enterprises Waste & Recycling, LLC ("LJP") and the City of Saint Peter, Minnesota ("City") have entered into an Agreement for Refuse Hauling Services as of the 1st day of March, 2014, ("Agreement").

LJP and the City hereby agree to amend said Agreement as follows:

1. That LJP and the City hereby agree to amend Section I, "General Description", of the Agreement to add the following to the Section:

   "The term of this contract shall continue in full force and effect on and after March 1, 2019 until June 30, 2023."

2. That LJP and the City hereby agree to amend Section IV, "Schedule and Routes", Subsection A, "Schedule", of the Agreement to read as follows:

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

3. That LJP and the City hereby agree to amend Section IX, "Estimates and Payments", Subsection A, "Determining Payments and Rates", of the Agreement to add the following to the Section:

   iii. For the year 2018 of the contract, there will be no increase to rates. For the years 2019 through 2023 there will be an increase based on Twin Cities CPI, but not to exceed three percent (3%) per year.

4. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of this _____ day of _______, 20___.

City of Saint Peter a Municipality of the State of Minnesota

By: ___________________________ By: ___________________________
    City Administrator Larry Biederman, Owner/President

By: ___________________________
    As__________________________
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2017 Total 682.21 2980 $60,225.50 $46,122.66 $24,235.84 $2,151.82 $2,218.27 $24,722.45 $0.69

2018 Total 807.43 2992 $72,208.46 $46,312.29 $27,415.62 $2,193.57 $2,220.52 $26,080.55 $0.73

2019 YTD 376.63 3042 $34,390.09 $23,546.37 $10,843.72 $2,159.55 $2,193.87 $12,840.03 $0.70
TO: Honorable Mayor Zieman  
Members of the City Council

FROM: Todd Prafke  
City Administrator

RE: Hospital CEO Recruitment Process

ACTION/RECOMMENDATION

None needed. For your information and review only.

BACKGROUND

The timeline below provides an outline of the process, order of events and tentative dates related to the process to hire a new Chief Executive Officer for your hospital. As you may know, before a hire takes place the City Council must provide “concurrence” with the Commission according to your ordinance. This is the timeline that was discussed as a part of the Special Hospital Commission meeting on September 11th. The Commission also discussed the process and work plan going forward.

While it is within the authority of the Commission to establish the process we, in the past, have used what is arguably a more cooperative process to hire your previous CEO; a process that is similar to the one you used for the hire of your Department Heads. It is my hope to avoid a situation where the Commission recommends a candidate to the Council and you are not in agreement either due to a process concern or a disagreement over the top candidate.

My goal for your meeting is to use this outline as a framework for providing you updated information on the process, and when we hope you would provide your time in this cooperative process.

September 25th Commission meeting:
- Job description – vote
- Position Profile – share
- Salary range – share
- Timeline – share
- Interim coverage – share plan

September 27 - October 27th – post position, resumes and cover letters accepted

October 23rd Commission meeting:
- Interview questions – share
October 28 – November 1 – scoring applications, calling to set up phone interviews

November 4th – 8th Phone interviews

November 18th – 22nd on site interviews (Participation of the Council requested. We will narrow this down to a much smaller block of time in the next few weeks. It is my goal to have direction from the Commission and Council right after the interviews so that a contract could be negotiated and ready for approval by both the Commission and Council.

November 27th - Commission meeting (This meeting could be a joint meeting with the City Council or another meeting setting used so that both bodies can take action to approve):
• Vote on new CEO contract

You will also find attached a rough draft of the position profile. This document is used as a foundational piece for our search. Think of it as an expression of our "shopping list" to let candidates to know that we are "shopping" for.

Hiring the new Hospital CEO is the number one issue for any Hospital Commission and it is near the top of the list for the City Council as well.

This timeline is pretty aggressive and all would need to work really well, but it is possible that a new CEO could be named before the first of December. It might be important to note that even after the naming of new CEO you could expect another two to four months before they are actually working for you. This is based on the need of any new hire to provide notice to their current employer and potentially move.

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

TP/bal
Chief Executive Officer Position Profile

Contact Information:

Todd Prafke, Saint Peter City Administrator
barbaral@saintpetermn.gov / 507-934-0663

Jackie Kimmell, Chief Human Resources Officer
jkimmell@riversedgehealth.org / 507-934-7604
Mission

• Vision

• Values

**Mission:**
To provide quality health services.

**Vision:**
To improve the health of the individuals we serve.

**Values:**
We value compassionate care, collaboration, stewardship, and integrity.

RIVER'S EDGE
HOSPITAL • ST.PETER
River's Edge Hospital is a 25-bed Critical Access Hospital providing 24/7 emergency services, urgent care, physical and occupational therapy, imaging, laboratory, medical/surgical inpatient, and inpatient and outpatient surgical services.

In May 2018 hospital leaders broke ground on a $33.8 million expansion and renovation project that included two new patient wings, a new physical and occupational therapy department, expansion of the surgery department to include a larger same-day surgery area with private patient rooms, a combined ED/UC with features that allow for increased safety for patients experiencing a mental health crisis, four state-of-the-art surgical suites, and a larger endoscopy suite. Also included are expansion of the lab, pharmacy, and the addition of a new café that will provide food service to patients, staff, guests, and the community. The work on the facility is on time and on budget and we expect completion in July 2020.

In 2014, River's Edge and The Orthopedic and Fracture Clinic in Mankato formed a partnership to create OrthoEdge, a total joint replacement program. In 2019 River's Edge received certification from DNV-GL as an Orthopedic Center of Excellence. River's Edge is the first critical access hospital in the country and the only hospital in Minnesota with this designation.
Hospital and Clinic Services

Emergency Room: River's Edge Hospital's Emergency Department is staffed 24 hours a day. Coverage is provided by physicians, physician assistants and nurse practitioners that have demonstrated competency in emergency medicine. Laboratory and Imaging Services are available 24 hours a day to ensure a quick diagnosis.

Urgent Care: Urgent Care services are available seven days per week. Urgent Care is closed on Holidays. Coverages is provided by physician assistants and nurse practitioners.

Ambulance Services: River's Edge Hospital owns the ambulance service and partners with Allina EMS to provide emergency medical services to the City of Saint Peter, and surrounding communities, encompassing a primary service area of thirty mile surrounding St. Peter.

Infusion and Injection Services: Infusion Therapy provides comprehensive IV Therapy Services by specially trained nursing staff.

Surgical Services: Specialties include orthopedics, colorectal, general surgery, ophthalmology, audiology, ENT, and podiatry.

Hospice: River's Edge Hospital maintains contracts with several local Hospice agencies to provide acute and respite care for patients requiring hospice services.

Imaging Services: The Imaging Department provides general radiology, 3D digital mammography, fluoroscopy, computed tomography (CT), bone densitometry (including total body composition), ultrasound, echocardiograms, carotid artery ultrasounds and nuclear medicine.

Laboratory: The Laboratory is equipped with state-of-the-art equipment to provide clinical testing in clinical chemistry, therapeutic drug monitoring, hematology, urinalysis, coagulation, immunology, microbiology, selected endocrinology, EKG, blood gas analysis, immunohematology and blood/blood component transfusion services.

Physical Therapy: The River's Edge Hospital Physical Therapy Department is staffed by registered physical therapists, physical therapist assistant and aides. Services include treatment for inpatients and outpatients. Specialty programs have been designed to focus on patients with Parkinson's as well as women's health.
Occupational Therapy: Occupational Therapy assists people of all ages who need help learning or relearning skills of daily living in order to lead as productive and independent lives as possible.

Cardiac Rehabilitation: Cardiac Rehab is a multifaceted and multidisciplinary approach to overall cardiovascular risk recovery and reduction.

Medical/Surgical Nursing Services: River's Edge Hospital and Clinic provides 24-hour care to the varying needs of patients, including pediatrics. A Hospitalist provides care for inpatients 24 hours a day.

Swing Bed Program: The Swing Bed Program is a Medicare program which enables a patient to benefit from extended care necessary to either return home or until a nursing home bed is available.

Live Well Fitness: Live Well Fitness is a medical gym that provides a comfortable exercise environment to assist individuals with healthcare concerns to achieve optimal health through a personal fitness regimen. A Certified Exercise Physiologist is on staff and available to develop a fitness regimen based on individual needs and abilities. Available services include Phase 3 Cardiac Rehab, balance classes, arthritis classes, Tai Ji Quan and much more.

River's Edge serves as a clinical site for multiple colleges and universities. These clinical programs include nursing, laboratory, imaging, rehabilitation services and pharmacy. River's Edge has worked closely with Gustavus Adolphus College for the past 10 years supporting pre-med students during their J-Term studies, providing students with the opportunity to experience multiple facets of rural health care. River's Edge also supports the High Step Health Science Academy through the partnership with the South Central Service Cooperative. This 10-year partnership provides local secondary students with health science coursework and learning experiences with the intent to excite and prepare them for health science careers.

River's Edge Hospital has 175 employees and a net operating income for 2019 of $2,007,629.
Achievements and Awards

In the past 5 years, River's Edge Hospital has been recognized nationally for patient experience, receiving several consecutive 5-Star ratings on the CMS Hospital Compare Report, four consecutive Excellence in Patient Perspective awards from the National Organization of State Offices of Rural Health, and most recently the 2018 Press Ganey Guardian of Excellence Award for Patient Experience. On the state level, River's Edge received awards from the Minnesota Hospital Association in 2016 for Best Workplace and Patient Safety Improvement, 2017 for Best Hospital Workplace and 2019 for Patient Safety Improvement.

River's Edge was named a Studer Group Healthcare Organization of the Month in September 2017, and in 2018 received Studer Group What’s Right in Healthcare Awards for Excellence in Discharge and Turnover Reduction. The hospital received the Best Hospital Workplace Award from the Minnesota Hospital Association in 2016 and 2017. In 2019 River’s Edge Hospital was a presenter at the Studer Group What’s Right in Healthcare Conference.

In November 2018, River’s Edge submitted its first State application for the Malcolm Baldrige Quality Award and received the 2nd level award, Advancement.
The Saint Peter Community

The City of Saint Peter (population 11,400) was incorporated in 1873 and is located in the beautiful Minnesota River valley. Saint Peter is the county seat of Nicollet County and the second largest city in the County. We are located 10 miles from the Mankato-North Mankato regional center and 65 miles from the St. Paul/Minneapolis metro area. State Highways 99, 169, and 22 all intersect in Saint Peter making our community a hub for other destinations in the state.

Saint Peter offers a full range of activities for candidates and their family including a City operated Recreation and Leisure Services Department offering year round activities for all ages from youth to seniors; fine arts activities offered through the local schools, Gustavus Adolphus College, and the St. Peter Arts Center; numerous religious denominations; historical and arts museums; several large parks for both organized and passive activities; in addition to a retail business district that is continually expanding. Visit the Saint Peter Chamber website at www.stpeterchamber.com for more information.

Educational opportunities are available for all ages through School District #508 with higher education classes available through Gustavus Adolphus College, Minnesota State University Mankato, South Central College and Rasmussen College. For more info on School District #508 please visit their website at www.stpeterschools.org.

The City has worked diligently to ensure Saint Peter's housing market continues to be robust and numerous ownership and rental options are available for prospective candidates. Saint Peter also boasts multiple phone, hi-speed internet and video service providers.

Saint Peter was originally intended to be the capital of the State of Minnesota. As the legislators were preparing to vote on the location of the capital, the bill that would have named Saint Peter as capital was stolen by Joe Rolette and he hid with it until after the legislature voted for Saint Paul. Even though Saint Peter was not named the capital, you can see how our founding fathers planned for that designation by platting extra wide streets in town. In addition, the capital building would have been located in Minnesota Square Park which is adjacent to Highway 169 on the south end of our City. In 2019 build a new pavilion in Minnesota Square park and recently dedicated St Peter area Veterans Memorial.

The City is rich in historical buildings and besides having a dozen structures on the National Register of Historic Places; the entire downtown area was also given that designation. Many of the old buildings downtown still maintain the historical features that have been lost on buildings in other communities.
Saint Peter also has the distinction of being home to five past governors of the State of Minnesota. We are home to the internationally renowned Gustavus Adolphus College and the community has hosted the King of Sweden and his family (most recently in 2012) on numerous occasions. Saint Peter is also the headquarters of the Alumacraft Boat Company, the Minnesota School Board Association, Scholarship America (formerly known as Citizens' Scholarship Foundation of America), Hendrickson Organ Factory (a company that makes handmade pipe organs which are shipped around the world) and a state treatment facility.

Just north of Saint Peter is the site of the former Traverse des Sioux. Loosely translated this means “crossing of the Sioux”. The town was located on the banks of the Minnesota River at a crossing place for the Sioux Indians. Following the Indian uprising in the 1800's, when hundreds of settlers and Indians were killed, a peace treaty was signed near Traverse des Sioux and a marker is in place today commemorating that treaty. Although none of the buildings exist at the site of the old town, you can still see some building foundations and historical markers have been placed in the area. This area is also home to the Nicollet County Historical Site museum.

Saint Peter is also proud to host several large celebrations each year. On July 4th over 10,000 people visit town to take part in the Old Fashioned Independence Day celebration picnic, view the 2 hour parade, attend the drum and bugle corps event and watch the fireworks. In September the annual Rock Bend Folk Festival takes place in Minnesota Square Park and in October Gustavus hosts the world famous Nobel Conference. Students and dignitaries from all over the world come to participate in this week-long event. Other events that draw visitors to the community include BluesFest, OctoberFest, and the Nicollet County Fair.

Although a dubious distinction, one of our most recent “claim to fame” was the March 29, 1998 tornado which destroyed almost two-thirds of our community. We have fully recovered from the devastation of that afternoon and our community is better than ever.

Saint Peter’s population continues a steady upward climb, but we never lose that “small town” feel that so many people seek and we hope the new CEO will feel right at home in our community.
Our Best Candidate

We believe the best candidate will have experience in a Critical Access Hospital setting and with clinics located in rural communities. Our best candidate will have strong leadership skills, the ability to build relationships within a rural community, develop partnerships with other care providers, have positive communication skills, and the ability to work well with the Hospital Commission and the Executive team.

Minimum Qualifications

- BS or BA degree from an accredited college in Business Management, Healthcare Management, Registered Nursing or other Healthcare related field, or an advanced degree in Healthcare Administration, Business Administration or a Healthcare field.
- Two years experience in a Healthcare facility in a position related to business operations which may include Business Office, Medical Records Management, Information Systems, Human Resources, Insurance Contract Negotiations or other documentable business functions OR one year experience as a care provider such as an RN, CNP, having direct patient care responsibilities.

Preferred Qualifications

- Masters in Healthcare Administration from an accredited university.
- MBA from an accredited university.
- MD, RN or CNP from an accredited university with two plus years experience.
- Three plus years of experience as a Hospital CEO.
- Three plus years of executive level experience in a Critical Access Hospital.
- Experience in a Critical Access Hospital Setting.
- Two plus years experience in managing a budget greater than $20 million.
- Two plus years experience in position that managed relationships or collaborated with a College or University for healthcare services.
- Demonstrated history in the formation of partnerships with healthcare providers from other systems.
- Two plus years experience reporting to a board of trustee’s.
- Experience in Strategic planning within a healthcare organization.
- Experience in physician recruitment and relationship development.
- Certified Public Accountant accreditation or FACHE credentials.
- Experience in a facility that has bargaining unit employees.
- Experience in a publicly owned Healthcare Organization (Director, VP or above level).
Administrative Role

Recommends, develops, and updates strategic long-range plans to support the Hospital philosophy and goals.
Participates with the Commission in the development of a strategic plan for the Hospital that reflects the health care needs of the community.
Informs the Commission about current trends in the healthcare field, as well as state and federal initiatives.
Recommends Hospital policy positions regarding administrative and legislative matters.
Ensures compliance with all regulatory agencies governing health care delivery and the rules of accrediting bodies. Continually monitors operations and programs. Initiates appropriate changes.
Sets expectations, develops plans and implements procedures to assess and improve the quality of the Hospital administration, management, clinical and support processes.
Serves as liaison and channel of communication between the Hospital Commission, Hospital Personnel, Medical Staff and Executive Team.
Develop and submit to the Commission for approval a plan of organization for the conduct of various activities of the Hospital and recommend changes when necessary.
Present to the Commission written plans for the achievement of the Hospital specific objectives and reflecting its current activity.
Provides comprehensive and accurate information to the Hospital Commission for their use in decision making and policy matters.
Oversight of the Hospital Foundation.
Payor contract negotiations along with the Patient Financial Services.
Maintains professional affiliations and enhances professional growth and development to keep current in the latest trends in hospital and clinic administration.

Financial Responsibilities

Oversees the long-range financial development and management of the organization.
Manages operations to ensure appropriate resources are utilized.
Manages the budgeting process, plans net revenue and cash flow to ensure financial viability.
Assist in the preparation of the annual operating and capital budget.
Oversee the management of the Hospital assets.
Provide assistance to all management staff related to the performance of financial management matters. Monitors departmental budgetary performance.
Signs contracts/agreements as the authorized representative of REHC except in cases where execution shall have been expressly delegated by
law or the Commission, to the Commission Chair or an agent of the City of Saint Peter.
Reviews reports to analyze projections of income and profit against actual figures, budget expenses against final totals and suggest methods of improving the planning process as appropriate.
Studies long-range economic trends and projects organizational prospects for future growth in overall sales and market share, opportunities for expansion into new service areas.
Estate requirements for capital, buildings, and an increase in the work force.
Supervises investment of funds in compliance with city statutes along with the Chief Financial Officer.

Information Technology
Contributes to general business planning regarding technology and systems required to maintain and promote growth of hospital operations and competitiveness.
Establishes long-term needs for information systems and plans strategy for developing systems and acquiring hardware to meet application needs.
Keeps abreast of government regulations applicable to systems operations and ensures hospital and clinic compliance.

Medical Staff Relation
Coordinates efforts of Medical Staff, Hospital Administration and the Commission in the recruitment, development, evaluation, and retention of Medical Staff.
Establishes and maintains positive relationships with the community's physicians.

Community Relations
Develops positive, ongoing relationships with members of the community.
Participates with the Commission in charting and implementing the Hospital mission in response to the changing needs of the community.
Coordinates with the Commission, Medical Staff and Executive Team for the monitoring of medical activities to ensure fulfillment of the community's needs for quality health care.
Encourages the integration of the Hospital with the community through effective communication and public relations programs.
Represents the Hospital in its relationships with community members and speaks before community and business groups about health care issues and REHC's programs to meet community health care needs.
Initiates, develops and maintains cooperative relationships with the business community and other regional healthcare providers.
Human Resources Management
Provides leadership to REHC’s Executive Team. Establishes a positive environment for the growth, development and performance of the senior management team.
Ensures patient care, operational needs and safe staffing levels at REHC are attained through the selection, training, motivation and evaluation of all employees.
Provides assistance to the Executive Team in establishing the Hospital philosophy and objectives related to staffing, policies and procedures, job classifications, and compliance with governmental regulations.
Resolves administrative staff problems and keeps lines of communication open with staff to ensure high employee morale and a professional hospital and clinic atmosphere.
Evaluates the performance of all Hospital Executives.

Our Challenges

- Marketing to our community and creating an environment that promotes River’s Edge as a portal for most healthcare needs.

- Continuing to build opportunities with partners that help us maintain our independent hospital status.

- The ongoing changes within the healthcare industry including maintenance of electronic record systems, reimbursement changes and development of new products and services that meet the needs of our community.

- Currently involved in a building expansion plan that is set to be completed in July 2020.

Our Strengths

- A very talented group of Managers and Executives who have an excellent understanding of healthcare with patient outcomes as a priority.

- A beautiful facility and integrated campus that includes hospital, clinics, nursing home and senior housing.

- A growing community with associated care providers that continue to look to the Hospital as an important part of their practice.
• A Hospital Commission that supports staff and is not afraid to experiment while giving staff appropriate latitude to manage the business.

• Superior patient satisfaction ratings as demonstrated by HCAHPS and healthcare outcomes as reviewed and demonstrated by Minnesota Department of Health Statistics that can be found at http://www.riversedgehealth.org/documents/HCAHPS.pdf.

• Expanding service provisions including Ortho Edge partnership with Orthopedic and Fracture Clinic, and other general surgical services.

• Well known and positively recognized Physical and Occupational Therapy Departments.

Working Relationships

The Chief Executive Officer reports directly to the Hospital Commission and the Saint Peter City Council. The Executives, Executive Assistant, Medical Staff Liaison and Information Services Manager report directly to the CEO.

Executives include:
- Chief Nursing Officer
- Chief Quality Officer
- Chief Human Resources Officer
- Chief Finance Officer
- Chief Marketing and Development Officer
- Chief Medical Officer

Managers include:
- Information Services Manager

Staff include:
- Executive Assistant
- Medical Staff Liaison

Terms of Employment

We plan to extend an offer to our best candidate that includes:
• Salary range of $XXX,000 to $XXXX,000 annually.
• River’s Edge offers a full benefit package including: Medical/Dental/Vision Insurance - Life Insurance - Short Term and Long Term Disability - Flexible Spending Accounts and Health Reimbursement Account - 457 Retirement
As part of our emergency response team, we expect that our new CEO will live within 15 minutes of the Hospital. We will provide reasonable time for any relocation to take place and will provide a moving allowance that encourages a speedy establishment of local residence.

Other important items for prospective candidates to note:
Please use this Position Profile as you fill out your resume/application. This profile was designed to tell prospective candidates what skills and talents the Hospital Commission and community see as providing the greatest opportunity for success. It is important that you review the qualifications carefully and make sure your resume and application materials articulate your skills, experiences and educational background as those will be the basis for our review of your materials and selection for the "best candidate" for interviews.

Applications will be accepted until October 27, 2019.

Interviews will be conducted the week of November 18th - 22th and will include interviews, meeting staff, viewing facilities and opportunities to get to know our community.

If you have questions or would like additional information, please contact us:

Todd Prafke, City of Saint Peter City Administrator
barbaral@saintpetermn.gov 507-934-0663

Jackie Kimmet, Chief Human Resources
Jkimmet@riversedgehealth.org 507-934-7604

**Your resume/application will remain confidential until you are offered and accept an interview. Your resume/application will then be public and your name may be provided to local media as a finalist**
TO:  Honorable Mayor Zieman
     Members of the City Council

FROM:  Todd Prafke
        City Administrator

RE:    Human Rights Commission Modification

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

Some Members may recall your discussion and action related to eliminating the Human Rights Commission and assigning those duties to the City Council. As a part of that action it was planned that the Council would, on an annual basis, go through the hate and bias crime response plan as a part of your duties.

The goal for your workshop on Monday evening is to help ensure the Council has a working knowledge of the plan, what you do, and the responsibilities that come with the duties you decided to take on. Your last review of this information occurred in October, 2016, So it is important that I make this an agenda item annually as directed and that you make time for the review.

You will find attached a copy of the Policy that was adopted by the Commission and then re-adopted by the Council at the time the Commission was dissolved. Within the policy itself you will note the inclusion of the definition of a hate crime.

The overarching goals previously discussed by the Council were:

- Ability to meet statutory requirements for response.
- Ensure that this important community duty is connected to an actionable plan.
- Planning for changing demographics within Saint Peter and being ready should there be challenges that we face together as a community. This then follows your Things of Vital Importance and the platform that is “Community that treats all people like neighbors.”

Again, the goal for your meeting is to help ensure the Council has a working knowledge of the plan, what things may trigger putting the plan into action, and what you would do.

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

TP/bal
CITY OF SAINT PETER
BIAS/HATE CRIME RESPONSE PLAN

The Saint Peter Human Rights Network Belief Statement: “Hate, violence and prejudice are unacceptable in our community. We are a community open to all persons of all races, colors, religions, genders, sexual orientations, ages, abilities and national origins, striving to understand and empower one another.”

Purpose:

The purpose of this plan is to establish a local response showing strong community support for the victim and zero community tolerance for bias/hate crimes. The Saint Peter Human Rights Commission (SPHRC) will not investigate such crimes. It will provide or coordinate support to victims in such crimes and leadership in the community in the prevention of bias and hate crimes through education and collaborative community action against prejudice and bigotry.

The Commission seeks:

- A commitment from the Saint Peter Police Department that the Commission will be notified as soon as possible after a confirmed bias/hate crime complaint. Contact is to be made through the Chief of Police.
- The participation of the Saint Peter Human Rights Network which can be activated to support victims of bias/hate crimes.
- The participation of the Saint Peter Human Rights Network in the development of a community response if appropriate and with consent of the victim.
- To raise awareness of hate crime issues within the community.
- The expansion and participation of community organizations in the Human Rights Network.
- The cooperation of the local media in support of the victims of bias/hate crimes and in developing community awareness of human rights issues and in providing the community with information regarding the Human Rights Network and the Bias/Hate Crime Response Plan.

Hate Crime Defined:

A hate crime, as defined by criminal statute, is a criminal act committed against a person, institution, or property, for which the primary motivation is the victim’s affiliation with a protected class. State law established the following protected classes: race, color, religion, gender, sexual orientation, age, disability and national origin. A recent change to the law allows for the perception of either the victim or the police officer regarding the bias motivation of the crime to cause it to be categorized as a hate crime. Convictions resulting from hate crimes carry enhanced penalties.

Hate crimes are different from discrimination complaints. Although discrimination is against the law, it is not a crime, but rather a civil matter.

Partnership:

In order to provide timely, meaningful support to victims of bias/hate crimes, the Commission must partner with the citizens and organizations in the community. The key partners include:

- The Saint Peter Police Department
- The Saint Peter Human Rights Commission
- The Saint Peter Human Rights Network
- The Saint Peter media

RESPONSE TO A BIAS/HATE CRIME:

Immediate Response - law enforcement

Adopted by City Council 04/26/04
Police Department commitment to report bias/hate crimes to the SPHRC is necessary for this plan to be viable. The rights and wishes of the victim of a bias/hate crime must be given the utmost consideration at each step of this plan.

If an officer becomes aware of an incident which may be defined as a "bias/hate crime", as part of the investigation of the situation, the officer will:

1. Explain the definition of a "bias/hate crime" and the option of making a referral to the Human Rights Commission to the victim. The role of the SPHRC is to support the victim and, if appropriate, develop a community response to the hate crime. The SPHRC will not conduct a criminal investigation of the incident.

2. If the victim would like the support of the SPHRC, assist the victim in completing the Saint Peter Police Department Bias/Hate Crime Referral Report. Immediately forward the referral to the Saint Peter Chief of Police. The Chief of Police will contact the SPHRC chairperson.

3. If the victim does not feel the need for SPHRC support, give them the telephone number of the SPHRC staff liaison in the event support is needed at some future time.

**Immediate response - referral through other than law enforcement:**

1. If the report of a bias/hate crime is made directly to a member of the SPHRC or the Saint Peter Chief of Police, the person receiving the report will encourage the victim to report the incident to the Saint Peter Police Department or other appropriate law enforcement agencies.

2. Offer to go with the victim to report the incident to the Saint Peter Police Department.

3. Obtain an address or telephone number from the victim for future contacts.

4. Explain to the victim the definition of "bias/hate crime" and the option of making a referral to the Human Rights Commission. *The role of the SPHRC is to support the victim.*

5. After the initial meeting, consult with the SPHRC chairperson and the Human Rights Network chairperson, if appropriate a second meeting with the victim will be held to explain the option of developing a community response to the bias/hate crime. *A broad-based community response plan will not be initiated unless the victim is supportive of the effort.*

6. The SPHRC will not conduct a criminal investigation of the incident.

7. If the victim would like the support of the SPHRC, immediately notify the SPHRC staff liaison. The staff liaison will contact the SPHRC chairperson.

8. If the victim does not feel the need for SPHRC support, give them the telephone number of the SPHRC staff liaison in the event support is needed at some future time.

**Human Rights Commission response to a bias/hate crime referral:**

1. The SPHRC chairperson will contact the Commission members and inform them of the referral. Together they will organize the initial victim contact. A response coordinator and team member will be appointed.

2. The response coordinator will contact the victim by telephone if possible. Express empathy. Ask if you and a SPHRC member might visit in person to discuss the incident and offer support and assistance. If the victim does not desire a visit, follow with a letter offering assistance at a later date if desired. Include information on other services in the community that might be of benefit.
3. Ask permission to report the information to the League of Minnesota Human Rights Commission and the Saint Peter Human Rights Network.

4. If contact by telephone is not an option the response coordinator and team member will visit the victim for the initial victim contact.

5. The SPHRC chairperson will be the designated spokesperson to the media regarding the bias/hate crime response plan.

**Human Rights Network Team Volunteers**

1. Prior to being selected as a team volunteer, the SPHRC will carefully review the application of each interested person.

2. Members of the Human Rights Network and Human Rights Commission members participating as team volunteers will participate in a training program prior to being selected to be a team volunteer.

3. The SPHRC chairperson and the Human Rights Network Chairperson will select the team members with greatest consideration towards the victim and the nature of the bias/hate crime.

**Personal Visit**

With a team of two, visit with the victim, either at his/her home or other location of the victim’s choice. Identify the team as members of the Saint Peter Human Rights Network and explain the purpose for the meeting.

**Interview Questions:**

These questions are meant to be a guide. The interview team may wish to add or change these questions. First and foremost in importance is that all interviewers show an appropriate level of concern and be willing to spend enough time to obtain the victim’s story. Oftentimes more can be learned through careful listening than through extensive questioning. If you are unsure of the victim’s response to a question, rephrase their response to clarify the answer. If your understanding is not correct, the victim then has the opportunity to clarify their response. Be very careful not to place your personal feelings into follow-up reports. Take careful notes of important facts and details.

**At the initial contact or visit:**

- Explain the extent of the confidentiality of the conversation.
- What happened?
- Was this the first incident or have there been others?
- Were children involved?
- How can we help you?
- What can we do together to prevent this from happening again?
- Is there anyone else you would like to contact you or that we can contact for you?

**At the second contact or visit:**

- If appropriate and warranted and with the advice of the Human Rights Commission and the consent of the Mayor, we would like to organize a community wide response. Consider the victim’s wishes as to confidentiality and level of publicity. Would you agree to this?
- Do you mind if we use your name, or would you prefer that we didn’t?
- Are you comfortable with us contacting the media?

Adopted by City Council 04/26/04
This format is a guide. It is not rigid. Questions should be sensitive to the individual circumstances.

The team members should review future contact information (telephone numbers if possible). Again, offer support and any assistance and explain future follow-up contacts.

**Human Rights Network - Community Response**

1. Contact the Saint Peter Mayor and Chief of Police and inform them of the incident. Review the information from the referral and interview. Discuss and agree upon the appropriateness of a community response.

2. Contact the League of Minnesota Human Rights Commissions to seek support.

3. A team consisting of a Human Rights Commissioner and Human Rights Network Bias/Hate Crimes Response team may conduct a secondary interview if appropriate.

4. At the earliest possible time arrange for a meeting of the SPHRC and the Human Rights Network Community Response team to develop a community response plan. Invite the Mayor and Chief of Police to participate in the planning process.

5. The community response plan may include, among other activities: a letter to the editor, contacting other media, a community meeting, a "quick response - not in our town" activity, or sending a letter or a representative to local churches and schools. Call a meeting of the Human Rights Network representatives and involve the organizations in the response.

6. Maintain frequent contact with the victim. **Always remember this is about the victim. The victim should be comfortable with the community response plan**

**Follow-up contact with the victim:** Whatever the response to the bias/hate crime, a follow-up contact should be made within one week, in person or by telephone. Check on any recurrences, other problems, and offer continued support. If appropriate, a follow-up visit after one month may also be appropriate.

**Review Response:**

1. The SPHRC and the Human Rights Network Bias/Hate Crime Response Team shall review the overall process. Note the effectiveness of the response and suggestions for future responses. Invite the Mayor and Chief of Police to provide a review and suggestions.

2. The SPHRC shall send letters of appreciation to the Human Rights Network Team members involved in the plan and other supportive organizations and individuals.

3. The STPHRC shall provide the Mayor and Chief of Police with a summary report.
There is reason to believe that you have been a victim of a crime because of your race, national origin, religion, age, gender, disability or sexual orientation. The City of Saint Peter has a Human Rights Commission which is willing to support you in this matter.

You may contact the Human Rights Commission staff liaison for additional information at ____________.

OR

Your signature on this form authorizes the Saint Peter Police Department to refer their report on this incident to the attention of the Human Rights Commission and a Commission member will then contact you.

NAME: ____________________________
DATE: ______________________________
POLICE CASE #: ______________________
CONTACT INFO:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
SIGNATURE: __________________________

REPORTING OFFICER: __________________________

Adopted by City Council 04/26/04