

6.5 CERCLA Indemnification

The city will require that to the maximum extent permitted by law the contractor will indemnify, defend and hold the city harmless with regard to CERCLA.

6.6 Legal Interpretation and Venue

The contract to be awarded, shall be interpreted according to State of Minnesota law. Any action between the city and the contractor should be located in Stearns County, Minnesota.

7 - Accountability

The Contractor agrees the City may fine the Contractor for failure to fulfill obligations. The City will notify the Contractor in writing (letter or email) of documented violations. The contractor may address and remedy the failure at which point the City will determine if a fine is still appropriate.

- a. Failure to clean up solid waste spilled by contractor within 6 hours of notification - \$50/occurrence
- b. Failure to maintain vehicle in a manner that prevents nuisances such as leaky seals or hydraulics - \$100/occurrence
- c. Failure to collect solid waste, recycling or yard waste within the agreed upon contract time, within a 24hour period after written or oral notice by the City. - \$50/occurrence.

8 - Assignment and Sub-Contractors

The Contractor may not assign, or sell this agreement without the written consent of the Freeport City Council. The City of Freeport reserves the right to withdraw from this Agreement, without penalty, if a route or original refuse/recycling/yard waste collection company is sold or subcontracted to another refuse/recycling/yard waste collection company.

9 - Proposal Content

Proposals must be submitted according to the following:

The Hauler must submit pdf copies of proposals to City Clerk, Joan Wall at joan@freeportmn.org. Hard copies are not required but may be delivered to Freeport City Hall, 125 East Main Street, Freeport, MN 56331 no later than 3:00 p.m. on Monday, January 31, 2022.

PRICE PROPOSALS

Price proposals shall be submitted on the enclosed proposal sheets. Monthly flat rates are required. Monthly residential rates must not be based on weight.

NARRATIVE

Haulers submitting proposals must also submit a narrative explaining their company's history and experience, supervision and staffing levels, and equipment available to perform the services.

PROFESSIONAL QUALIFICATIONS

- State full name and address of lead hauler and any subcontractors.
- Client references (3) for similar services performed within the past five years.
- Copy of business license or certifications.

PUBLIC EDUCATION MATERIALS

Haulers should submit no more than three examples of public education materials used for garbage collection, recyclables or organics. Haulers should also define the frequency in which the public education materials are distributed to customers.

SELECTION AND REVIEW

Selection of the most qualified Hauler(s) will be based on the price proposals submitted as well as the Hauler's qualifications and ability to perform the work including, but not limited to:

- References and reputation in other communities
- Customer service philosophy, procedures, and reputation
- Comprehensiveness of items collected for disposal or recycling
- Company history and experience
- Financial stability
- Supervision, staffing, and equipment
- Long-term access to disposal and processing facilities
- Demonstration of efficient road routes (minimize truck traffic mileage)
- Quality and frequency of public education materials.

Proposal Summary:

Residential

- Monthly flat rates are required. Monthly residential rates must not be based on weight.

Proposal Summary - Residential		
<i>Solid Waste Service - Residential Year 1 (beginning April 28, 2022)</i>		
<i>Services</i>	<i>Monthly Rate</i>	<i>Notes:</i>
35 Gallon Cart	\$	Weekly
65 Gallon Cart	\$	Weekly
95 Gallon Cart	\$	Weekly
Recycling (biweekly)	\$	Every other week rate w/95-gallon Recycling Cart
Yard Waste (weekly)	\$ Included	April 15 - November 30 w/95-gallon Yard Waste Cart
<i>Exception Accounts</i>	\$	Accommodation for handicap & disabled
	\$	Senior Citizen Rate (66 and older)

Proposal Summary - Residential				
Solid Waste Service - Residential Year 2 & 3			Two; (1 year) continuing contract option	
Services	Monthly 2023 Rate	Monthly 2024 Rate	Monthly 2025 Rate	Monthly 2026 Rate
35 Gallon Cart	\$	\$	\$	\$
65 Gallon Cart	\$	\$	\$	\$
95 Gallon Cart	\$	\$	\$	\$
Recycling (biweekly)	\$	\$	\$	\$
Yard Waste	\$ Included	\$ Included	\$ Included	\$ Included

Proposal Summary:

Commercial

• Monthly flat rates are required. Monthly Commercial rates must not be based on weight.

Proposal Summary - Commercial				1-year continuing contract	
Solid Waste (Weekly)	Year 1 Monthly Rate	Year 2 Monthly Rate	Year 3 Monthly Rate	Year 4 Monthly Rate	Year 5 Monthly Rate
2 Yard	\$	\$	\$	\$	\$
6 Yard	\$	\$	\$	\$	\$
Recycling - (Biweekly)	Year 1 Monthly Rate	Year 2 Monthly Rate	Year 3 Monthly Rate	Year 4 Monthly Rate	Year 5 Monthly Rate
2 Yard	\$	\$	\$	\$	\$
6 Yard	\$	\$	\$	\$	\$

Request for Proposals For Organized Solid Waste Collection

**City of St. Joseph
75 Callaway St. E
St. Joseph, MN 56374**



Released on: Tuesday, October 13, 2020

Proposals due on: Friday, October 30, 2020 at 4:00 p.m.

Request for Proposals Organized Solid Waste Collection

SUMMARY

Request for Proposals (RFP) (a)

The City of St. Joseph, Minnesota is soliciting sealed proposals for:

Organized Solid Waste Collection

RFP contents are inclusive:

(a) Full contents of this RFP include all attachments incorporated into this RFP by reference. Responders must review and familiarize themselves with the full RFP packet including all attachments and any addenda issued.

Issue and receiving office:

City of St. Joseph, City Administrator
St. Joseph Government Center
75 Callaway St. E
St. Joseph, MN 56374

Sole City contact person for all RFP communications:

All communications about this RFP after its release and up through the due date shall be in writing through the City's designated contact person:

Therese Haffner, City Administrator
thaffner@cityofstjoseph.com
(320) 363-7201
www.cityofstjoseph.com

RFP Time Schedule (b):

RFP released: October 13, 2020

Proposals due: October 30, 2020, 4:00 p.m.

(b) RFP Time Schedule is subject to change. Please continue to monitor the City's web page for schedule updates or other instruction amendments.

1 INTRODUCTION AND BACKGROUND INFORMATION

1.1 Service Summary

The City of St. Joseph is seeking bids from qualified companies to provide a comprehensive set of organized solid waste collection.

The list of Contract services includes, but is not limited to:

- City-wide, weekly refuse collection service
- City-wide, every other week (EOW) recyclables collection service
- Subscription “on-call” bulky item collection service
- Refuse and recyclables services from designated City buildings and park facilities
- Bulky item and electronic/appliance collection from City clean-up day(s), offered at no charge

Refuse and recycling waste carts shall be purchased and owned by the Contractor.

The “city-wide” services (i.e., refuse and recyclables) mean that regularly scheduled collections are provided to every residence that sets out refuse or recyclable materials as specified in this request for proposals (RFP). All City residents covered by the Contract are required to pay for these services.

The City shall be responsible for billing St. Joseph residents directly, except special collection billing will be administered by the Hauler.

The new Contract shall commence operations on January 1, 2021 and continue through December 31, 2023. All services and prices shall begin on January 1, 2021.

1.2 History and Summary of Current Solid Waste and Recycling Services

The City of St. Joseph contracts with a single Contractor to provide organized waste collection services for all eligible City residents. Residents are currently billed by the City six (6) times per year.

1.3 City Goals and Objectives of this RFP

The City intends to maintain its basic organized collection structure for contracting solid waste and recycling services. This RFP has been released to solicit competitive proposals leading to a new Contract for a comprehensive set of solid waste and recycling services with operations beginning on January 1, 2021.

1.4 Background Census Information

According to the MN State Demographer’s Office, the 2019 estimated population in the city was 7,342 and the estimated number of households was 2,192. The average household size was 2.64 persons per household.

1.5 RFP Service Level Assumptions

Proposers shall use the following assumptions in estimating service levels for purposes of estimating efforts in collection operations. These are best available estimates only and do not represent any form of guarantee of minimum service levels.

1.5.1 Estimates of Current Households Served Under This Contract

Table 1-2 below displays the current estimate of refuse and recyclables accounts by service type.

TABLE 1-2
Current Refuse and Recyclables Service Accounts by Service Type

Service Type	Number of Refuse Accounts	Number of Recyclables Accounts
30-gallon	392	0
60-gallon	1331	1747
90-gallon	34	0
TOTAL	1757	1747

(Source: City of St. Joseph)

2 INSTRUCTIONS TO PROPOSERS

2.1 Summary of Instructions

Five written hard copies and one electronic copy on a CD, thumb or flash drive of the proposal shall be submitted to the City Administrator at the St. Joseph Government Center no later than 4:00 PM on October 30, 2020, in a sealed envelope with the name of the proposing Hauler on the outside and addressed as follows:

Enclosed: "Proposal for Solid Waste and Recycling Services"

City of St. Joseph

Therese Haffner, City Administrator

75 Callaway St. E

St. Joseph, MN 56374

Immediately after the submittal deadline, only the company names of Proposers submitting Proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591, subd. 3(b)). All proposal documents shall be held as confidential until a new, final Contract is fully executed. If a Proposer wants the City to consider a portion of its proposal as confidential (e.g., trade secret or proprietary data) pursuant to the Minnesota Government Data Practices Act, these sections of their proposal must be submitted within a separate envelope and cover letter explaining the reason for the request. The City will review any such request and make a final judgment on whether these sections shall be held by the City as confidential per the Minnesota Government Data Practices Act. Requesting that all or substantially all of the proposal be deemed confidential may result in the proposal being considered non-responsive by the City.

2.2 Communication and Questions

The City intends to provide equal and consistent communications to all prospective Proposers throughout this RFP process. Communication and questions about this RFP shall be in writing to Therese Haffner at thaffner@cityofstjoseph.com. Questions received and responses provided by City staff will be provided, in writing, to all interested proposers. Responses to questions will also be posted on the City's website at www.cityofstjoseph.com.

The City reserves the right to amend or clarify this RFP. All amendments or clarifications will be posted on the City's website and provided to all interested proposers. The City reserves the right to extend the deadline for proposals as may be necessitated by amendments or clarifications.

2.3 Cost of Proposal Preparation and Negotiation

All Haulers participating in this RFP process and any subsequent negotiations shall prepare the required materials and submittals and any subsequent materials and submittals at their own expense, and with the express understanding that there may be no claim whatsoever for reimbursement from the City for any cost or expenses associated with this process. The City reserves the right to terminate the process at any time.

2.4 Late Proposals Will Be Rejected

Any proposal received at the office designed herein after the exact time specified for receipt, may be rejected and not considered responsive.

2.5 Proposals May be Rejected in Whole or Part

The City reserves the right to reject any or all proposals; reject parts of proposals; negotiate modifications of proposals submitted for purposes of finalizing and executing a final contract; and accept part or all of the proposals on the basis of considerations other than cost or proposed rates.

2.6 Contract Period/Renewals

The term of the Contract shall be for a period of three (3) years commencing operations on January 1, 2021 and expiring on December 31, 2023. The actual Contract may be executed earlier to allow for any required transition planning, but operations will not begin until January 1, 2021.

2.7 Proposal Evaluation Criteria

The City Council will determine, in its sole discretion, which Proposer shall be awarded the Contract.

The following criteria will be used to evaluate proposals:

- **Price schedules** - Estimated total costs over the three-year Contract period
- **Experience and capacity** - Demonstrated capability, including the company's financial condition
- **References**
- **Thoroughness and responsiveness to this RFP** - Demonstrated understanding of the City's needs, goals, objectives and service specifications and quality standards

No one (1), single criterion will be determinative of the best proposal, and the foregoing list is not exhaustive. All responsive proposals will be reviewed and compared with competing proposals in order for the City Council to determine, in its sole discretion, which proposal is in the best interests of the residents of St. Joseph. The City of St. Joseph reserves the right to contract with a solid waste hauler who does not submit the lowest proposal.

2.8 Proposers May Inspect City Routes and Facilities

Prospective proposers are encouraged to tour the City's residential routes and the specified City buildings and City parks to become familiar with the solid waste and recycling collection work described in this RFP packet.

2.9 Review Committee

The City will form a proposal review committee, to review and analyze the details of the qualified submitted proposals, and to make a recommendation to the City Council. The City Council retains the sole discretion to determine which Proposer shall be awarded the Contract.

3 SCOPE OF SERVICE

3.1 Refuse and Recyclables Collection

Refuse and Recyclables collection and disposal system requirements include (but are not limited to):

- Solid waste collection will be required once weekly from Tuesday through Thursday
- Solid waste wheeled container option in each of the following: 30-gallon, 60-gallon, or 90-gallon
- Every other week (EOW) recyclables collection on the same day as the solid waste collection from 60-gallon, or 90-gallon wheeled recycling carts.
- The color and labeling of the refuse carts must distinguish them from the recycling carts
- Residents may obtain a second 60-gallon, or 90-gallon wheeled recycling cart at a reduced cost
- Residents may set out extra “overflow” bags of refuse at an additional cost
- Proposers should provide a specific list of resident instructions for preparing and setting out refuse carts and overflow refuse bags
- Proposers should provide a specific list of resident instructions for sorting recyclable materials and setting out recycling carts
- Collection may begin no earlier than 6:00 am and collection shall cease by 6:00 pm

3.2 Christmas Tree Collection

Christmas Tree collection requirements include (but are not limited to):

- Annual Christmas Tree curbside collection for all residents within the service area on 1 weekday for two consecutive weeks, at no charge.
- Proposers should provide specific resident instructions for preparing and setting out Christmas Trees.

3.3 Cart Ownership and Management

This RFP requires that the Contractor shall be responsible and pay for all aspects of cart management and operations.

3.4 Cart Exchange / Delivery Fee

Residents may elect to change container sizes without additional charge once per calendar year. After the first exchange, any additional exchange may be subject to a service charge.

3.5 Missed Collections

The Contractor shall be responsible for missed collections. If the Contractor receives notice of the missed collection before noon, the missed collection shall be picked up on the same day. If the Contractor receives notice after 12:00 PM, the Contractor shall pick up the missed collection no

later than the next collection day. If the household did not have the refuse container in place for collection at the time of pickup, it is not a “missed collection.”

3.6 Walk Up (Valet) Collection

Contractor shall provide walk up collection for households with a demonstrated physical disability that limits the ability for the household to get refuse containers to and from the standard collection point. Any denial by the Contractor for walk up collection may be appealed to the City.

3.7 Extended Leave / Suspended Collections (aka “Snow Bird” Policy)

A resident that is absent from his/her residence for a period of thirty (30) consecutive days or more may qualify to temporarily stop City contracted refuse and recycling services, including payment obligations. It is the resident’s responsibility to contact the City to request the temporary stop and provide stop and restart dates at the time of the request.

3.8 No-Out Fee

The Contractor may charge a “no-out fee” for returning to service a customer’s containers that were not placed at the curb at the time of service.

3.9 Bulky Items and Other Special Collections

The Contractor shall provide bulky item collection, processing and marketing or disposal services on an “on-call” basis. This may include other “on-call” special collections of other problem materials.

Proposers should provide a specific list of resident instructions (including notifying the Contractor) for preparing bulky items and other problem materials requiring special collections.

3.10 Refuse and Recyclables Collection from City Buildings and Park Facilities

The Hauler will be required to provide collection services to all City facilities, including solid waste collection and recyclable collection. The detailed listing of specified City buildings and City park facilities, is included in Attachment A – List of City Buildings and Parks to be Served by the Contractor”. The City reserves the right to add other similar future facilities after consultation with the Contractor. High quality service to these City facilities is expected, including collections and customer service communications.

3.11 Collections from Clean-Up Days

The City has historically had curbside bulky item collections for City residents at no additional charge in the spring and fall each year. Materials accepted include refuse, bulk items (e.g., furniture and mattresses). Additionally, the City has had a special electronics and appliance collection drop off at the St. Joseph Government Center in the spring and fall.

Proposals that include “curbside” bulky item collection shall include all services to be provided by the Contractor. Proposals that include bulky item, electronics and appliance “drop-off” shall include services provided by the Contractor including staffing and equipment (such as rear loaders, roll off trucks, roll off boxes, and/or dumpsters). The clean-up event shall last about four (4) hours (which is the time open to the public). In both scenarios, the Contractor will be responsible for the collection and disposal of all bulky items. The City will work with the Contractor each year to plan and schedule clean-up day event(s).

3.12 Public Education

The City intends to enhance public education efforts as a part of this new Contract for solid waste and recycling services. This RFP specifies minimum public education requirements for the Contractor.

3.12.1 Contractor Public Education Tools (Required Minimums)

The Contractor shall provide a series of minimum public education tools to resident customers in St. Joseph. This Section provides for specific Contractor public education requirements below. The following are public education products required of the Contractor:

- **“Annual Calendar”** – The Contractor shall produce and direct mail an annual calendar specific to the City of St. Joseph refuse and recycling program. Multiple versions shall be produced customized by collection day / route. The calendar shall specify the days of collection for refuse and recyclables for that route. The calendar shall also clearly itemize all acceptable and prohibited items in a manner that is consistent with this RFP and the Contract terms. This annual calendar shall be sent to all St. Joseph residents / customers under this Contract by December 20 of each year.
- **“Recycling Cart Hang Tags”** – The Contractor shall produce and attach single-stream recycling education hang tags to the new recycling carts at time of cart distribution. The content of these hang tags shall include:
 - A full list of all recyclable items with images

3.13 Customer Service and Communications

Proposers shall summarize customer service and resident communications plans. The Contractor shall maintain throughout the duration of the Contract a designated single contact person who is located in the greater St. Cloud area and who has sufficient authority to resolve issues when officially notified by City staff.

4 PAYMENT TERMS

The City shall be responsible for billing St. Joseph residents directly.

Any and all rate or fee increases must first be proposed by Contractor and then must be approved by City Council before they can become effective. Any attempt by the Contractor to increase any rate or fee, without City Council approval, shall be null and void, and may subject the Contractor to the default remedies of the Contract. Also, any proposed request for retroactive City approval of any rate or fee increase already imposed on residents may be denied by the City. Fee decreases can be implemented by Contractor without City approval, but must be reported to the City Administrator at least two (2) weeks prior to the decrease.

4.1 Proposed Price Elements

All proposers shall submit a complete Price Worksheet (Form E). If the Proposer is awarded the Contract, this Price Worksheet will be the basis for final terms of the City-approved rate schedule. The Price Worksheet requires proposers to split refuse collection and disposal costs. All proposed fees shall be exclusive of all other charges and taxes (e.g., State Solid Waste Management Tax). No fuel surcharge or environmental fees shall be applied to services offered through this RFP.

5 INSURANCE AND OTHER LEGAL REQUIREMENTS

Proposers shall provide, prior to the effective date of the contract, evidence of adequate liability insurance at \$1,000,000.00 combined single limit for auto and general liability. The City of St. Joseph shall be named as an additional insured. The Proposer shall file a current certificate of insurance with the City during the full term of the contract. Such policies shall provide for a thirty (30) day notice by the insurance company to the City of any changes, cancellations or lapses of such policies. The Proposer, if awarded the contract, agrees to take all precautions to protect the public against injury and to hold the City harmless from all damages and claims that may arise by reasons of any negligence of the service by Proposer's agents or employees while engaged in the performance of the contract. The Proposer, if awarded the contract, agrees to indemnify the City against all claims arising from intentional or negligent actions by the Proposer/Contractor or persons hired by the Contractor. Proposer/Contractor shall provide Workers Compensation insurance for its employees as required by Minnesota Statutes.

5.1 Data Practices Act

The Contract to be awarded will be subject to the Minnesota Government Data Practices Act and will include the following provision:

Pursuant to Minnesota Statutes § 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the Contractor. The Contractor does not have a duty to provide access to public data to the public if the public data are available from the City, except as required by the terms of this contract.

5.2 Compliance with State and Federal Employment Laws and Regulations

Proposer/Contractor agrees to make best efforts to comply with applicable State of Minnesota and federal employment laws including but not limited to FLSA, Minnesota Statutes Chapters 177 and 181, OSHA, immigration and Equal Pay laws.

6 PROPOSAL CONTENT

6.1 Qualifications Section

All Proposers must submit a Qualifications Section within their proposals. The Qualifications Section must include information in the following three areas:

- General management ability
- Financial stability and strength
- Solid waste collection experience; including refuse, recycling, and bulky waste collections. This RFP requires Proposers to document their planned arrangements for refuse processing, either through a transfer station or direct to a mixed MSW resource recovery facility. Proposals must include written certification that adequate processing capacity has been secured. The Qualifications Section of each proposal must include the following subsections:

6.1.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current materials collection projects. Each Proposer shall demonstrate the ability to perform all required tasks successfully, and must demonstrate

the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Proposer shall define both technical and managerial capabilities in terms of past performance.

A clear statement of the management structure of the Proposer's company must be supplied. Other management evaluation criteria will include, but will not be limited to the following factors:

- Demonstrated successful working relationships with municipalities and/or public solid waste agencies
- Number of similar collection projects within the greater St. Cloud metropolitan area
- Past and anticipated approach to customer service

6.1.2 Financial Stability and Strength

The Proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide a performance bond.

A specific letter from a surety company or a guarantor indicating the intent to provide the Proposer's performance bond must be provided in the proposal. Proposers must submit at least three (3) credit references.

Proposers must submit evidence of the ability to finance the equipment needed by submitting a financing plan for necessary equipment. Where the Proposer is a corporation, submit evidence that the Proposer is in good standing under the laws of the state of incorporation.

The Proposer must submit the litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor(s), or subsidiary involved in this venture, and/of any corporate officer.

6.1.3 Refuse and Recyclables Collection Experience

Proposers will be evaluated on the basis of their demonstrated experience in the collection of refuse, recyclables, bulky waste and other special collection of other waste materials. Proposers are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these reference projects.

The Proposer must demonstrate the following:

- Overall experience in the solid waste industry; and
- Experience in the successful operation of the type of residential refuse, recyclables, bulky waste and other special collection services solicited in this RFP.

6.2 Overview of Services

The Proposer shall describe services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

6.2.1 Collection Proposal

The proposal shall describe the proposed collection service. The document shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of materials to be collected. The information should include, at a minimum, equipment descriptions and identification of and schedule for obtaining necessary permits.

6.2.2 Proposed Refuse Processing Plan

All refuse collected under this Contract, must be processed according to Minnesota Statutes (M.S. 115A.471 and M.S. 473A.848) (See RFP Section 3.1 for more details.) All Proposers must have secured adequate capacity for processing refuse under this Contract and proposals must fully describe their refuse processing plan including explicitly listing all resource recovery facilities and/or transfer stations to be used. Proposals must also include a dated and signed letter of intent from a resource recovery processing facility that states this facility has adequate processing capacity to handle the City's refuse. If a transfer station is also to be used, proposals must also include a dated and signed letter of intent from this transfer station owner.

6.2.3 Equipment and Route Description

The Proposer shall submit equipment specifications of all the equipment to be used. Form G, Itemized Listing of Trucks and Other Collection Equipment, is to be used for this purpose.

6.2.4 Road Weight Restrictions

The Proposer shall state in his list of truck equipment how the vehicle design and operation will meet all city, county and state load weight limits. The fully loaded gross vehicle weight and weight per axle shall be listed for each of the proposed trucks. The Proposer must acknowledge the City's required switch from alley side to curbside collection during the spring road restriction season.

6.2.5 Cart Management and Administration

The Proposer shall describe a plan for receipt, assembly, distribution, storage, maintenance, and replacement of carts.

6.2.6 Public Education Plan

The proposal must describe the public education services as specified in this RFP.

6.2.7 Operations Management Plan

The Operations Management Plan must include a description of the proposed management structure and approach, as well as a statement of the problems that the Proposer believes are likely to arise during collection, start-up, and for ongoing operations and the methods proposed to deal with them. This should include, at a minimum, such problems as: employee absenteeism; equipment breakdowns; and capability to provide collection of optional/additional materials.

The Management Plan must address specifically how the Proposer will work with the City to identify and resolve consistent sources of problems. A Staffing Plan indicating number of employees and how they will be staffed to ensure collections capacity and customer service must also be included in the Operations Management Plan.

6.2.8 Clean-up Day Plan

The Proposer shall submit a description of the intended approach to provide the bulky item clean-up days

collection service. Describe proposed equipment and labor and how the Contractor will coordinate the event with the City. Describe a City – Contractor planning process and schedule that will more fully detail the work plan for the bulky item clean-up day.

6.3 Price Proposals

All proposed prices shall be submitted on the attached forms and executed by an authorized official.

PROPOSAL FORMS

Responsive proposers must submit all of the following forms as an integral part of their proposals:

- Proposal Cover Letter
- Form A: Proposal Content Checklist
- Form B: Proposer Information Questionnaire (including references)
- Form C: Certification of Binding Signature
- Form D: Certification of Independent Proposal Pricing
- Form E: Price Worksheet
- Form F: Listing of Proposed Prices for Special Collection of Bulky Items
- Form G: Itemized Listing of Trucks and Other Collection Equipment
- Form H: Acknowledgement of Receipt of Addenda

All forms must be completed and submitted for the proposal to be deemed responsive. The Proposer must indicate clearly on the form(s) if any information is not applicable. All forms must be executed by an official authorized to bind the Proposer, and must be submitted as part of the proposal.

PROPOSAL FORMS: RFP FORMS A THROUGH H

Instructions:

Please use this Word document to enter your responses to the RFP questions. When you're done, please print and sign the final forms for submittal with your proposal.

You may also print out this document, fill in your numeric answers by hand, attach additional sheets for typed narrative answers, and then sign the forms. All forms completed manually must be clear and legible.

FORM A: Proposal Content Checklist

Instructions: Please check off the forms and other proposal sections to assure that your proposal is complete and all forms are signed:

- ☐ Proposal Cover Letter
- ☐ Form A: Proposal Content Checklist
- ☐ Form B: Proposer Information Questionnaire (including references)
- ☐ Form C: Certification of Binding Signature
- ☐ Form D: Certification of Independent Proposal Pricing
- ☐ Form E: Price Worksheet
- ☐ Form F: Listing of Proposed Prices for Special Collection of Bulky Items
- ☐ Form G: Itemized Listing of Trucks and Route Planning
- ☐ Form H: Acknowledgement of Receipt of Addenda

FORM B: Proposer Information Questionnaire

General Contact Information

Name of Company Proposing: _____

Name of Parent Company: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

Name of contact person: _____

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

Qualifications Questionnaire

Complete this Section as described in RFP Section 6

General Management (RFP Section 6.1.1)

Financial Stability and Strength (RFP Section 6.1.2)

Refuse and Recyclables Collection Experience (RFP Section 6.1.3)

Business Information

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

Within the past five (5) years, has the Company submitting this proposal failed to complete a contract?

☐ Yes ☐ No

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

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

If so, state the nature of the failure?

Within the last five (5) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company ever been the subject of administrative or judicial action for

alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of employment, environmental, zoning, or public health laws or regulations? ☐Yes ☐No

If so, state the details and disposition.

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

☐ Yes ☐No

If so, list these lawsuits.

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

Service Information

Overview of Services (RFP Section 6.2)

Collection Proposal (RFP Section 6.2.1)

Cart Management and Administration (RFP Section 6.2.5)

Impacts on Roads (As per instructions in RFP Section 6.2.3, “Equipment and Route Description” and RFP Section 6.2.4, “Road Weight Restrictions”)

The City will require that all refuse collection vehicles are in full compliance with City, County and State road weight restrictions. What are your plans for reducing impacts on roads and means to comply with road weight restrictions?

Public Education (As per instructions in RFP Section 6.2.6, “Public Education Plan”)

The City and the Contractor will plan for an education campaign as specified in Section 3.12 of the RFP.

What education efforts you have used in the past that are directly relevant to this scope of service?

What are your plans for additional public education efforts?

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

Authorized Signature

Printed Name

Date

FORM C: Certification of Binding Signature

Instructions: All forms provided in this RFP are required to be completed and be executed by an official authorized to bind the Proposal offer. All completed forms shall be made a part of the Respondent's proposal. All proposal forms must be signed by the same authorized person.

The undersigned Respondent further certifies that he/she has read the information submitted by the Proposer and has personal knowledge that the information submitted is true and correct.

I, _____
(Name of Authorized Officer)

_____ of _____
(Title) (Proposer Firm name)

(Date)

I swear that I am authorized to execute all Proposal forms included in this Proposal response to the RFP and to bind the company to these agreements; and swear that I have read the information contained in this Proposal and that I have personal knowledge that it is true and correct.

FORM D: Certification of Independent Proposal Pricing

Instructions: This form shall be executed by the authorized official to bind the company. The

Proposer makes the following representations and certifications as part of this proposal:

The undersigned respondent certifies that the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other Proposer(s) for any of the following:

- A. Controlling of the price of such proposal(s);
- B. Limiting of the number of proposals or Proposers; or
- C. Parceling or farming out to any Proposer(s) or other persons of any part of the Contract or any part of the subject matter of the proposal(s) or of the profits.

The undersigned respondent certifies that they have not and will not divulge the sealed proposal to any person except those as a part of a legitimate Team as per the specifications of this RFP or having a partnership or other financial interest with them in said proposal or proposals until after the Contract is fully executed or until the City publicly releases this sealed information.

The undersigned respondent further certifies that the Proposer has not been a party to any collusion including, but not limited to, actions such as:

- A. Proposers restraining the freedom of competition by agreement to make a proposal at a fixed price or pre-arranged price limit;
- B. Refraining from submitting a proposal at a fixed or pre-arranged price limit; or
- C. Refraining from submitting a proposal.

The undersigned respondent further certifies that the Proposer has not engaged in any prohibited contact or conflict of interest with any City official or its agents such as, but not limited to:

- A. Discussion of service quantity, quality, or price in the prospective Contract or any other terms of said prospective Contract; or
- B. Any other prohibited discussions between the Proposers and City officials or agents concerning exchange of money or other things of value for special consideration in the letting of a Contract.

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

Printed Name

Authorized Signature

Date

FORM E: Price Worksheet

All fees listed on this form shall exclude state solid waste management tax. Per Section 4.1, no fuel surcharge or environmental fees shall be applied to services offered through this RFP.

Proposed Refuse Collection Fees

Units: Proposed \$ per household per month.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
30-gallon weekly			
60-gallon weekly			
90-gallon weekly			

Proposed Refuse Collection Fees for Additional Cart(s)

Units: Proposed \$ per household per month.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
30-gallon			
60-gallon			
90-gallon			

Proposed Overflow Bag of Refuse Fee

Units: Proposed \$ per each overflow bag.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
Overflow Bag of Refuse			

Proposed Recycling Collection Fees

Units: Proposed \$ per household per month.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
60-gallon EOW			
90-gallon EOW			

*EOW – Every other week

Proposed Cart Exchange/Replacement Delivery Fee

(See RFP Section 3.4, “Cart Exchange / Delivery Fee” for more details)

Units: Proposed \$ per delivery occurrence.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
Per Delivery			

Proposed Walk-Up (Valet) Fee

(See RFP Section 3.6 “Walk-Up (Valet) Service” for more details)

Units: Proposed \$ per each month.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
Walk- Up			

Proposed No-Out Fee

(See RFP Section 3.8 “No-Out Fee” for more details)

Units: Proposed \$ per each occurrence.

Service Level	Jan 1 - Dec 31 2021	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023
Per Occurrence			

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

Authorized Signature

Printed Name

Date

FORM F: Proposed Prices for Special Collection of Bulky Item Categories

Provide the cost of the following services in relation to the City's Spring/Fall bulky item and electronic collection day/s. These days apply to all residents that participate in the City's refuse and recycling program.

Service Description	Cost
One day curbside bulky item collection in the spring	
One day drop off electronic & appliance in the spring	
One day drop off bulky item, electronic & appliance collection in the spring	
One day curbside bulky item collection in the fall	
One day drop off electronic & appliance in the fall	
One day drop off bulky item, electronic & appliance collection in the fall	
Two days curbside bulky item collection in the spring	
Two days drop off electronic & appliance collection in the spring	
Two days drop off bulky item, electronic & appliance collection in the spring	
Two days curbside bulky item collection in the fall	
Two days drop off electronic & appliance collection in the fall	
Two days drop off bulky item, electronic & appliance collection in the fall	

Provide prices of bulky items that do not fit in the regular refuse collection truck and require special pick up collection service. Proposers shall specify items accepted and proposed item collection rates. Provide on additional sheet/s if necessary.

Item	Cost/Item

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

Authorized Signature

Printed Name

Date

FORM G: Itemized Listing of Trucks and Route Planning

Instructions: This form shall be executed by the authorized official to bind the company. Information should be completed for each different model of equipment proposed (including any spares). This list should include equipment to service the specified residential units in the City.

Technical Description of Collection Equipment

Make	Model	Year	Capacity / Cubic Yards	Loading Method	Fully Loaded Gross	Axels	Currently Owned/New Purchase

Route Planning Assumptions

Type of Service	Number of Routes	Average Stops Per Load	Average Stops Per Day	Collection Hours Per Full Load	Cubic Yards Per Load	Crew Size	Total Operating Hours Per Day
Refuse							
Recycling							

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

Authorized Signature

Printed Name

Date

FORM H: Acknowledgement of Receipt of Addenda

Please acknowledge receipt of addenda to the City's RFP for Solid Waste and Recycling Services with your signature. An opportunity to acknowledge up to five (5) addenda is included in this form but does not necessarily mean that any addenda will be provided.

- ☐ Addendum 1
- ☐ Addendum 2
- ☐ Addendum 3
- ☐ Addendum 4
- ☐ Addendum 5

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

Authorized Signature

Printed Name

Date

Attachment A

List of City Buildings, and Parks to Be Served by the Contractor

Name & Location	Type	Estimated Service Level
St. Joseph Government Center 75 Callaway St E	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Fire Station 323 4 th Ave NE	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Public Works Facility 1855 Elm St E	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Main Wastewater Pump Station	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Klinefelter Park 1000 Dale St E	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Millstream Park 725 County Road 75 W	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Memorial Park 28 3 rd Ave NW	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
Water Treatment Plant 2 29771 Frontage Rd	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW
St. Joseph Community Center 124 1 st Ave SE	Refuse Recycling	TBD yd 1x/week TBD yd 1x EOW

- Any other similar future facilities, and parks as designated by the City Administrator.



Request for Proposals

Comprehensive Solid Waste and Recycling Services

November 16, 2021

1 Introduction

The City of Waite Park, MN (city) is soliciting proposals from qualified proposers/contractors to provide services for the collection and disposal/processing of residential garbage, recycling, and yard waste. Collectively, these services are provided to customers and referred to as the city's Residential Solid Waste Program.

The new contract(s) will begin on January 1, 2022, and terminate at the will of the city, on December 31, 2026, and may include the option for extensions.

1.1 Not a Competitive Bid Process

This is a request for proposals, not a competitive bid process.

The City Council will determine, in its sole discretion, considering various factors such as (without limitation) those set forth below, which proposer shall be awarded the Contract.

- Pricing
- Experience and capacity
- References
- Thoroughness and responsiveness to this RFP

No one single criterion will be determinative of the best proposal, and the foregoing list is not exhaustive. All responsive proposals will be reviewed and compared with competing proposals for the City Council to determine, in its sole discretion, which proposal is in the best interests of the residents of Waite Park. The City of Waite Park reserves the right to contract with a solid waste hauler who does not submit the lowest cost proposal.

1.2 Schedule

All dates and times in the following schedule are subject to change. Please monitor the city's web page for schedule updates or other instruction amendments.

- November 16, 2021 – RFP Released
- 10 AM, December 3, 2021 – Responses due
- December 6, 2021 - Late afternoon (time to be determined) Present your proposal to City Council and Staff at a work session. You will have 20 minutes for your presentation and Q & A
- December 7, 2021 - Staff to finalize contract with chosen provider
- December 20, 2021 – City Council considers contract

1.1 Contact for RFP communications

All communications about this RFP after its release and up through the due date shall be in writing, via email, through the city's designated contact person:

Bill Schluez
Public Works Director
Bill.schluez@ci.waitepark.mn.us

1.2 Instructions for Submission

The deadline for submitting proposals is 10AM on December 3, 2021. Late proposals will not be accepted.

Proposals must be emailed to Bill.schluez@ci.waitepark.mn.us
PDF format is required. Hard copies are not required.

1.3 Proposals with Confidential Information

Immediately after the deadline for proposals to be submitted, only the company names of proposers submitting proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591, subd. 3(b)). All proposal documents shall be held as confidential until a new, final contract is fully executed.

If a proposer wants the city to consider a portion of its proposal as confidential (e.g., trade secret or proprietary data) pursuant to the Minnesota Government Data Practices Act, these sections of their proposal must be submitted as a separate file with the word "Confidential" in the filename. A cover letter must be included explaining the reason for the request.

The city will review any such request and make a final judgment on whether these sections shall be held by the city as confidential per the Minnesota Government Data Practices Act. Requesting all or substantially all the proposal be deemed confidential may result in the proposal being considered non-responsive by the city.

1.4 Minimum Qualifications of Responsive proposers

Proposals will only be considered and reviewed from companies that are engaged in the providing solid waste and recycling services comparable to those described in this RFP packet. A minimum of three (3) references of current or past customers is required. Proposers shall possess all required licenses from the federal government, State of Minnesota, Stearns County and the City of Waite Park at the time of proposal or be able to obtain the aforementioned licenses upon being awarded the contract.

1.5 Proposers May Inspect City Routes and Facilities

Prospective proposers are encouraged to tour the city's residential routes and the specified city buildings and city parks to become familiar with the solid waste and recycling collection work described in this RFP packet. No formal tour is scheduled to be offered. Proposers must inspect routes and facilities from publicly accessible areas.

1.6 Amendments to the Scope of Services

The city may, at its own discretion, add services to or delete services from the scope of work described in this RFP packet. The city will notify prospective proposers of any such amendments by issuing an addendum to this RFP or through negotiations with the selected proposer(s).

1.7 The City is Providing Best Available Information in this RFP

Throughout this RFP, the city has exerted their best efforts to present information and data applicable to this project that are as current and as accurate as possible. The city is providing the information contained herein as a courtesy to the proposers. It is the proposer's responsibility to use and verify this information during the proposal period.

2 Background Information

2.1 Service Summary

The City of Waite Park is seeking bids from qualified companies to provide a comprehensive set of residential solid waste and recycling services.

The list of contract services includes, but are not limited to:

- City-wide, weekly refuse collection service and delivery to disposal facility
- City-wide, every other week recyclables collection service and delivery to materials recovery facility
- On-call based, seasonal (April – December) yard waste collection service and delivery to composting facility
- On-call based, bulk item collection service and delivery to disposal facility
- Refuse and recyclables services from designated city buildings, park facilities and special events at no charge to the city
- Bulk item collection and disposal service from city clean-up days
- Public education services from the contractor

2.2 Background information

The City of Waite Park contracts with a single contractor to provide comprehensive residential solid waste and recyclables services for all eligible city residents. Background Census and Housing information

The city has a population of approximately 8,300. This contract will serve approximately 1,550 households, with approximately 10 new households expected to be added each year for the next five years. This is an estimate and not to be guaranteed!

2.2.1 Current Estimated Volumes

- Refuse – 1,550 accounts
- Recycling – 1,550 accounts
- Yard waste – yearly average of 60 – 30 yd dumpsters (2021 total yards was 1,800)
- Large Item Pickups on in Spring and in the Fall – (2021 total yards was 1,240)

RFP - REFUSE COLLECTION AND DISPOSAL

Solid waste collected in the City of Waite Park shall be managed and disposed of in accordance with the Stearns County Solid Waste Ordinance and the Tri-County Solid Waste Management Plan. For and in consideration of the services to be provided by XXXXXXXXXXXXXXX, first party, for the City of Waite Park, a Minnesota Municipal Corporation, second party, it is hereby agreed:

Article I Definitions

1. Acceptable Waste:

Is defined, as garbage, refuse and other municipal solid waste from residential activities, but does not include unacceptable waste.

2. Unacceptable Waste:

Is defined as waste delivered in quantities which, as determined by the Tri-County Solid Waste Management Commission, may pose a threat to health or safety, or to the environment, or may cause damage to, or materially adversely affect, the operation of the facility accepting waste, including but not limited to: incinerator ash; foundry sand; explosives; hospital pathological and biological waste; hazardous waste; chemicals and radioactive materials; oil sludges; asbestos in identifiable quantities; cesspool or other human wastes; sewage and any other highly diluted, water-carried materials or substances and those in gaseous forms; human or animal remains; street sweepings; ash; mining waste; sludges; demolition debris; hazardous refuse of any kind such as cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs and such other materials as may be specified from time to time by resolution of the Tri-County Solid Waste Management Commission or by resolution of the County Board.

3. Tipping Fee:

Is defined as the fee charged to the first party to deliver waste to the Facility.

4. Holidays:

Are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

5. Hazardous Waste:

Is waste defined as hazardous waste by State or Federal law, rules, and regulations from time to time, including but not limited to 42 U.S.C. Section 6903 (5), and regulations interpreting such act, or in Minnesota Statutes Section 116.06, Subd. 13 and regulations interpreting such statute, but excluding waste excluded from regulation by Minnesota Rules 7045.0 120A, as any of the foregoing may be amended from time to time.

6. Facility:

XXXXXXXXXXXX - Designation is made by the Tri-County Solid Waste Commission.

7. White Goods: Is defined as large and/or home appliances, along with televisions, computers, electronics, microwaves, and dehumidifiers.

Article II Terms

1. From January 1, 2022, to December 31, 2026, first party is hereby employed to operate an acceptable waste collection service serving the City of Waite Park, Minnesota.
2. In providing said service first party shall:
 - (a) Collect acceptable waste and commingled recycling of all residential homes in the City of Waite Park that are placed in 65-gallon cart(s), or 35-gallon cart are available to residents upon request, provided by XXXXXXXXXXXXXXXXXXXX that cannot exceed 60 pounds, approved by the City Council. Containers are to be placed at the rear end of all lots having alley access, or reasonably close to the street of lots not having alley access, or at reasonably convenient pick-up sites located in the City of Waite Park, per the requirement of an automated collection system.
 - (b) Use an enclosed truck or trailer for acceptable waste and commingled recycling pick-up service.
 - (c) Dispose of all acceptable waste at facilities where the first party can legally dispose of at first party's expense.
 - (d) Collect all acceptable waste once weekly, on Tuesday and Wednesday (see attached map). Collect all commingled recycling every other week, on the same day as waste service. If regular collection date falls on a holiday, the first party shall collect all acceptable waste on the next day. The City of Waite Park will work with the first party to prepare and distribute an annual Refuse & Recycling Calendar including Large Item Pickup dates and alternate collection days due to holidays.
 - (e) XXXXXXXXXXXXXXXXXXXX will be allowed to be reimbursed directly from the resident for any damaged carts or carts taken by the resident.
 - (f) Indemnify the City of Waite Park from any and all claims or demands for the damage to person or property arising out of or in any way connected to the performance by the first party of the requirements of this agreement and to obtain insurance, at first party's expense, in companies satisfactory to the second party, naming the second party as co-insured providing the following minimum limits of insurance:

Professional and General Liability	Each Wrongful Act or Occurrence	-	\$1,000,000
	Aggregate	-	\$2,000,000
Workers' Compensation and Employers' Liability	Statutory and Federal Law Compliant Employers' Liability	-	\$1,000,000

said insurance covering first party and second party for any activities arising out of the first party's performance on this agreement and provide second party with certificates of such insurance for all insurance policies and keep such certificates filed with the second party current. All policies of insurance shall specifically provide that the second party shall receive not less than thirty (30) days written notice of any modification, suspension, cancellation, or non-renewal of any policy. Failure to keep any required policy of insurance in full force and effect shall constitute breach of contract and the second party shall be entitled to cancel this agreement.

- (g) XXXXXXXXXXXXXXXXXXXX to provide once a week acceptable waste in 35 or 65-gallon carts & every other week recycling service not to exceed [60] pounds plus recyclable items (newspaper, magazines, glass, cans, and plastics). Table 1 shows the breakdown of the rates for the years of this contract.

Table 1

Year	Refuse	Tax	Recycling	Total	Percent Increase
2022					
2023					
2024					
2025					
2026					

(based on the current 9.75% residential tax)

- (h) Will not start picking up acceptable waste before 7:00 AM.
 - (i) XXXXXXXXXXXXXXXXXXXX will order, ship, assemble and deliver a 65-gallon recycling cart(s) to all residents and service them, at no additional cost to the City, 35-gallon or carts are available to residents upon request. New service provider(s) will be required to submit a plan with the RFP that outlines how the provider plans to communicate and distribute carts by December 28th for customers on the Tuesday route and by December 29th for customers on the Wednesday route. With service starting January 1st, 2022.
 - (j) Residents requesting the service of refuse or recycling in excess of that which will fit inside the supplied carts with the cover completely closed, will be directly billed for that service by the first party.
 - (k) If the first party determines that a resident has exceeded the 65 gallon capacity of the supplied carts, or the carts were placed in such a manner that prohibits the collection by the truck's mechanical arm, or refuse was placed in the recycling cart, or compost/yard waste was placed in either cart, the driver shall not service the cart and leave a City approved "education tag" indicating why service was not provided and direct the resident to contact the first party to make arrangements for the items to be removed. The first party will directly bill the resident the cost of any additional service.
 - (l) Residents will not be allowed to request a dumpster in lieu of a cart to be serviced at their property, even at their own expense.
 - (m) The first party shall designate a minimum of two staff members as customer service representatives to receive customer calls who are trained and familiar with the City contract for services.
 - (n) The first party shall designate a staff member as an account representative for the City. A direct phone number shall be provided for City staff to use for purposes of communicating immediate service needs. The first party shall also designate a back-up staff person and corresponding direct phone number. These phone numbers will not be published, but instead, will only be used by City administrative staff.
3. The Public Works Director or designated "deputy" shall update count of all residential pick-up sites monthly and report to first party the number for that month's payable amount.
 4. The first party shall not be obligated to provide said service in any areas until plowed of snow by the second party, but then shall provide said service in the amount of pick-ups hereinbefore provided, and first party shall not be required to make pick-up where the parties to be serviced have not cleared snow to provide first party access to containers to be picked up.

5. Large item pick up is currently being provided to customers and is picked up curbside. The city would like to have each party provide the below alternatives in which the city could consider for large item pick up services.

Alternative A: Curbside Pick Up at Customer Address: Provide detailed costs of two (2) special pick-ups for large items, one in the Spring, one in the Fall. Dates of the special pick-ups are to be approved by the City Council and will be held on a Saturday. Large items may consist of only the following items: furniture (with a maximum of one mattress/box spring set per property), white goods (no more than one of each type of appliance, and no more than two TVs and two computers per property), carpet (must be rolled/tied/bundled in manageable amounts), minimal demolition materials (no concrete, brick, tile, stone material, etc.), and yard waste (in compostable bags only). White goods will be paid on a basis of 40 items per 20-yard nontaxable load. Weight tickets will be provided with the billing. Tables below show the breakdown of the rates for the years of this contract. Table 2 relates to Refuse which is taxable, Table 3 relates to Refuse which is not taxable and Table 4 relates to white goods which are not taxable.

Table 2

Refuse – Taxable Loads				
Year	\$ per 20-Yard Load	Tax	Total	Percent Increase
2022				
2023				
2024				
2025				
2026				

(based on the current 9.75% residential tax)

Table 3

Refuse –Non-Taxable Load		
Year	\$ per 20-Yard Load	Percent Increase
2022		
2023		
2024		
2025		
2026		

Table 4

White Goods –Non-Taxable Load		
Year	\$ per 20-Yard Load	Percent Increase
2022		
2023		
2024		
2025		
2026		

Alternative B: Centralized Drop-off Location: Provide two (2) special pick-ups for large items, one in the Spring, one in the Fall. Dates of the special pick-ups are to be approved by the City Council and will be held on a Saturday. Large items may consist of only the following items: furniture (with a maximum of one mattress/box spring set per property), white goods (no more than one of each type of appliance, and no more than two TVs and two computers per property), carpet (must be rolled/tied/bundled in manageable amounts), minimal demolition materials (no concrete, brick, tile, stone material, etc.), and yard waste (in compostable bags only). White goods will be paid on a basis of 40 items per 20-yard nontaxable load. Weight tickets will be provided with the billing. Tables below show the breakdown of the rates for the years of this contract. Table 2 relates to Refuse which is taxable, Table 3 relates to Refuse which is not taxable and Table 4 relates to white goods which are not taxable.

Table 2

Refuse – Taxable Loads				
Year	\$ per 20-Yard Load	Tax	Total	Percent Increase
2022				
2023				
2024				
2025				
2026				

(based on the current 9.75% residential tax)

Table 3

Refuse –Non-Taxable Load		
Year	\$ per 20-Yard Load	Percent Increase
2022		
2023		
2024		
2025		
2026		

Table 4

White Goods –Non-Taxable Load		
Year	\$ per 20-Yard Load	Percent Increase
2022		
2023		
2024		
2025		
2026		

6. The first party shall, at no extra cost to the second party, supply the City of Waite Park the following dumpsters:

	<u>Site Name</u>	<u>Site Address</u>	<u>Type</u>	<u>When</u>
(a)	City Hall	19 13th Ave North	4 yd with cover	Yearly
(b)	City Hall	19 13th Ave North	(2) 90-Gal Office Paper Carts	Yearly
(c)	City Hall	19 13th Ave North	65-Gal Recycling Cart	Yearly
(d)	Community Park	151 13th Ave North	4 yd with cover	Yearly
(e)	Community Park	151 13th Ave North	65-Gal Recycling Cart	Yearly
(f)	Library	253 5th Ave North	65-Gal Refuse Cart	Yearly
(g)	Library	253 5th Ave North	65-Gal Recycling Cart	Yearly
(h)	Old Public Works	602 3rd St South	4 yd with cover	Yearly *
(i)	Yard Waste Facility	602 3rd St South	4 yd with cover	Seasonal *
(j)	Rivers Edge Park	1300 Great Oak Dr	4 yd with cover	Seasonal
(k)	Water Treatment Plant	433 Waite Ave North	4 yd with cover	Yearly *
(l)	Water Treatment Plant	433 Waite Ave North	65-Gal Recycling Cart	Yearly *
(m)	Public Works Facility	670 17th Ave South	6 yd with cover	Yearly
(n)	Public Works Facility	670 17th Ave South	4 yd with cover (Recycling)	Yearly
(o)	Public Works Facility	670 17th Ave South	4 yd with cover (Cardboard)	Yearly
(p)	The Ledge - Amp	1700 Parkway Drive	8 yd with cover	Yearly
(q)	The Ledge - Amp	1700 Parkway Drive	8 yd with cover (Recycling)	Yearly

All of the above dumpsters will be dumped weekly, unless noted (* these will be on-call)

From time to time the City of Waite Park might need a 6 yd. dumpster for special projects, the first party agrees to supply, and dump said container for \$ plus tax of for a total of \$ per dump.

7. The first party will supply the second party with two (2) sometimes three (3) 20-yard roll off containers to be placed at the yard waste facility collection site, between April 1st and December 1st or sooner or later depending on weather conditions, for the sole purpose of receiving un-bagged yard wastes (grass clippings, leaves, and garden wastes). When full, these roll off containers will be removed and dumped at a compost facility accepting this type of material. The cost for dumping a 20-yard roll off container will be \$ non-taxable per dump.
8. This contract is a 5-year agreement ending on December 31st, 2026, Any fuel cost impacting contract terms should be designated below.

Any price increases will be approved by the City Council.

9. It is mutually agreed that either party may give the other written notice a minimum of sixty (60) days prior to expiration of this contract of its desire to renegotiate and/or continue the contract. In such event the parties shall enter into negotiations to determine if renewal of the contract or extension thereof is in order.

10. If there are any other suggestions on cost saving and or efficiencies, please describe below

Applicant Assurances

The applicant hereby assures and certifies:

1. That the individual signing the assurance form on behalf of the individual, partnership, company or corporation named in the proposal possesses the legal authority to execute a contract for the proposed work.
2. That the contractor agrees to comply with all applicable federal, state and local compliance requirements.
3. That the contractor is adequately insured to do business and perform the services proposed (Attach Documentation).

(Name of Firm)

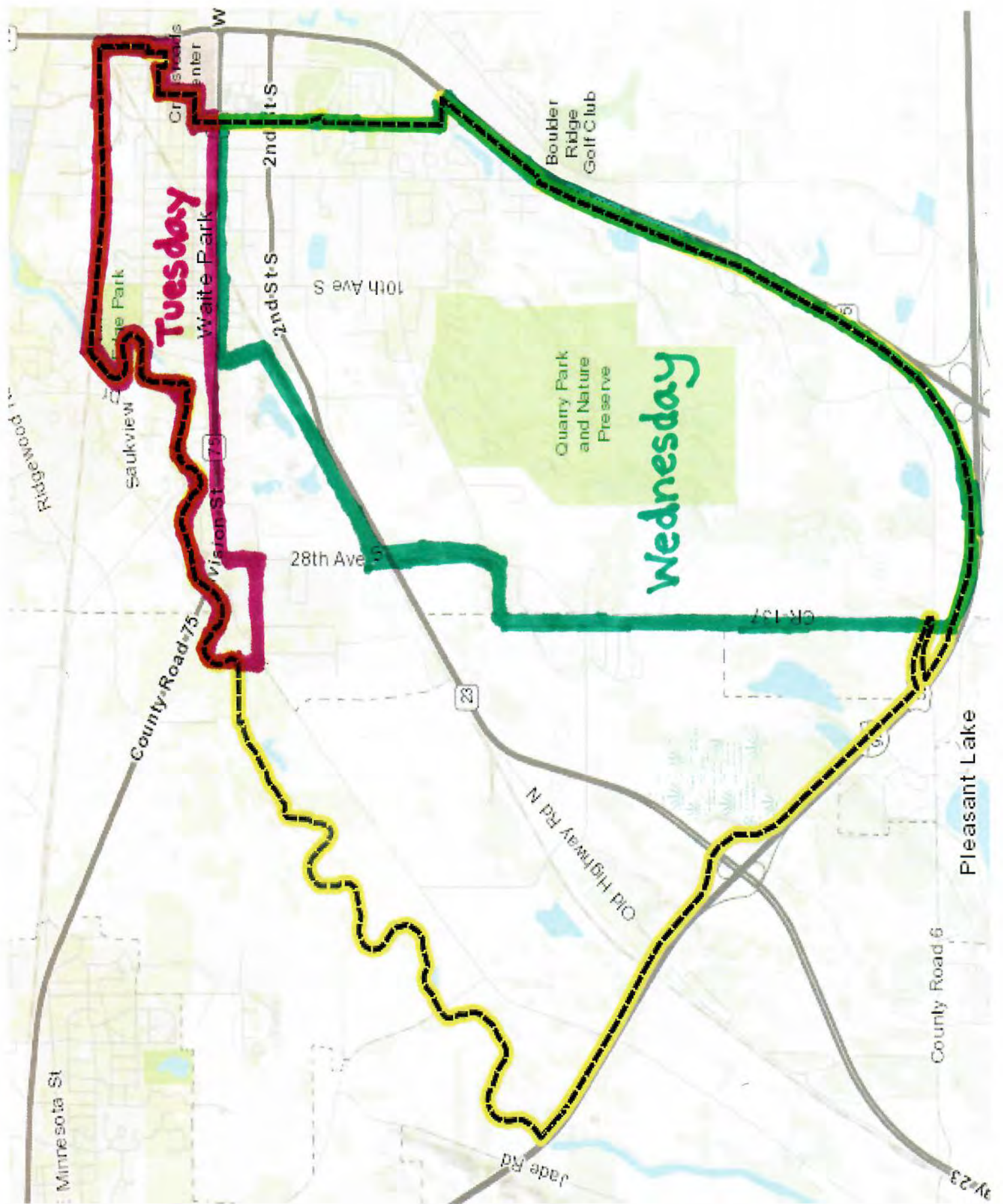
OFFICIAL ADDRESS

(Authorized Signature)

(Title)

(Date)

11-16-2021



Statement of Damages

LMCIT File #: CP111798
Trust Member: City of Freeport
Date of Loss: August 28, 2021

Location: Location 001 Fire Department

Description:	Total Amc
1) Scherping Tree & Stump Removal LLC	\$5,000.00
2) Hennen Lumber Co. Inc.	\$3,073.90
3) Gerald Wiechmann Construction	\$3,000.00

Total:	\$11,073.90
Less Deductible:	<u>-\$5,000.00</u>

Net Claim:	\$6,073.90
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Memo

From: Joan Wall, Interim Clerk-Treasurer

To: Freeport City Council

Date: 12/16/2021

Re: Cleaning Services

The City currently pays Joann Timp for cleaning services at \$18 per hour for about 2 hours per week. The rate has been the same since early 2015. Would Council like to increase the amount we are paying her?

Memo

From: Joan Wall, Interim Clerk-Treasurer

To: Freeport City Council

Date: 12/16/2021

Re: Expert Billing Contract Renewal

Expert Billing contacted the City to inform us that our contract with them ends on December 31, 2021. Following this memo is a new contract for our consideration. I asked the Risk Management Attorney from the League of Minnesota Cities to review the contract and he said he doesn't see any problems with it. He said, "They are pretty good agreements, especially considering they came from the contractor."

Expert Billing's new contract increases their fee from \$27 per call to \$29 per call. We currently add an administration fee of \$30 to each call, so we would still be covering that fee even with the increase.

In my opinion, Expert Billing has been providing a good service for us and I would like to see the City renew the contract. They have been able to collect on some older accounts for us during the last year. Expert Billing is able to handle questions from insurance companies better than we can because they work with them on a regular basis. They also do the billing for the Melrose ambulance, so they are able to fill in missing information for our bills from the information they have from the Melrose ambulance.

Ambulance Service Billing Agreement

Expert Billing, LLC And The City of Freeport

This agreement for service commencing on January 1, 2022 between The City of Freeport, a (“CUSTOMER”) and Expert Billing, LLC, a South Dakota LLC (“CONTRACTOR”) shall specify the billing services the CONTRACTOR will provide to the CUSTOMER.

1. CONTRACTOR SERVICES AND OBLIGATIONS

1.1 The CONTRACTOR agrees to provide and furnish ambulance billing services for the accounts receivable of the CUSTOMER as follows:

- 1.1.1 Preparation of initial and monthly statements for all accounts and mailing to responsible parties.
- 1.1.2 Submitting claims to all insurance companies, including Medicare, Medicaid, VA and other insurance providers.
- 1.1.3 Processing and assisting individuals with accounts and with third party insurance payments (private insurance) in order to coordinate payment to the CUSTOMER.
- 1.1.4 Issue up to three (3) billing statements on each account.
- 1.1.5 Issue delinquent account letters on all accounts that have not had payment activity for 120 days.
- 1.1.6 Perform telephone follow-up calls on accounts to patients, medical providers, insurance carriers, or other facilitators to ensure reasonable collection efforts have been attempted. This would include the use of internet resources when applicable.
- 1.1.7 Per CUSTOMER authorization or directive, refer to a designated collection agency or law firm delinquent accounts which have failed to have payment activity after the delinquent account letter was mailed.
- 1.1.8 All accounts authorized for collection agency or law firm handling and as permitted under MN State Statute 270 A, shall be submitted to the Minnesota Department of Revenue and certified for collection per the Minnesota Revenue Recapture Act.
- 1.1.8 Furnish to the CUSTOMER a monthly accounting of all charges and revenue statements handled during the month as well as other billing system reports.
- 1.1.10 Respond to inquiries from individuals who have received ambulance services which are related to their accounts and balances due.
- 1.1.11 Forward complaints and all pertinent written comments received regarding the CUSTOMER to the CUSTOMER’S designee.
- 1.1.12 Retain possession of a back-up billing software program at a secure off-site location.
- 1.1.13 Perform and maintain a computer back-up of accounts receivable records on a daily basis.
- 1.1.14 At the termination of this agreement, return to the CUSTOMER all accounts receivable records and billing information as provided by the CUSTOMER over the course of the billing agreement(s).
- 1.1.15 Train and, where required, license CONTRACTOR personnel to provide services hereunder and to provide such services in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authority. CONTRACTOR will obtain all necessary certificates, permits and licenses at CONTRACTOR’S sole expense and, upon request, provide the CUSTOMER with evidence thereof.
- 1.1.16 Maintain a general liability insurance policy with a contract liability rider of \$2,000,000

annual aggregate and \$2,000,000 per occurrence, which amounts and policy are subject to change as deemed commercially reasonable by CONTRACTOR or CONTRACTOR'S insurance company. The CUSTOMER shall be named as an additional insured on the policy.

2. CUSTOMER OBLIGATIONS

2.1 The CUSTOMER agrees to provide and furnish the CONTRACTOR the following:

- 2.1.1 Information required by the CONTRACTOR to properly bill the accounts. Information shall be in the form of legible paper EMS Patient Care Reports (PCRs) or from electronic Patient Care Reports. Legible information shall be required from electronic as well as paper information.
- 2.1.2 When available, hospital admission face sheets and other information, including patient signatures, which may be available and legally obtainable for individuals receiving ambulance service when necessary for billing purposes.
- 2.1.3 Information that is necessary regarding collection for accounts that remain delinquent after the CONTRACTOR has provided billing services.
- 2.1.4 Payment as required under Article Three of this agreement.

3. PAYMENT FOR SERVICES

- 3.1 The CUSTOMER agrees to pay for services performed by the CONTRACTOR at the rate of **\$29.00** per each billable transport provided by CUSTOMER to CONTRACTOR. Pricing will be reviewed and potentially adjusted every 2 years.
- 3.2 The CONTRACTOR shall invoice the CUSTOMER on a monthly basis for services rendered and payment of each invoice shall be due within 30 days of the date of the invoice.

4. TERM, DEFAULT, AND TERMINATION

- 4.1 This agreement shall be effective on the date first mentioned above and shall extend through and include December 31, 2026 unless terminated prior to that date pursuant to this Article Four.
- 4.2 If any one or more of the following occurs: (1) a payment due from CUSTOMER to CONTRACTOR shall be and remain unpaid in whole or in part for more than sixty (60) days after same is due and payable; (2) CUSTOMER shall violate or default on any of the other covenant agreements, stipulations or conditions herein and such violation or default shall continue for a period of ten (10) days after written notice from CONTRACTOR of such violation or default; then it shall be optional for CONTRACTOR, without further demand or notice, to terminate this agreement and the said term ended and CONTRACTOR shall not be liable for damages by reason of such termination; but notwithstanding termination by CONTRACTOR, the liability of CUSTOMER for the payments provided herein shall not be relinquished or extinguished for the services provided prior to termination. CUSTOMER shall be responsible for, in addition to the payments agreed to be paid hereunder, reasonable attorneys' fees and costs incurred by CONTRACTOR to enforce the provisions of this Agreement or to collect the payments due CONTRACTOR hereunder.
- 4.3 Each right or remedy of CONTRACTOR provided for in this agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this agreement now or hereafter existing at law or in equity or by statute or otherwise.
- 4.4 CONTRACTOR shall not be deemed to be in default under this agreement until CUSTOMER has given CONTRACTOR written notice specifying the nature of the default and CONTRACTOR does not cure such default within (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

- 4.5 CUSTOMER or CONTRACTOR may terminate this agreement for any reason upon 60 days written notice, at which time all outstanding payments due from CUSTOMER to CONTRACTOR shall become immediately due and payable.

5. **INDEMNIFICATION**

- 5.1 Each party agrees that it shall protect, indemnify and hold harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the other in any suit, including appeals, for loss or damage to property caused by the negligent acts or omissions of the indemnifying party, its agents or employees, in connection with or as a result of this agreement, the performance of either party's obligations hereunder or the performance of services governed by this agreement. Neither party shall be required to reimburse, defend or indemnify the other party for loss or claim due to the negligence of such other party. In case of joint or concurrent negligence of the parties giving rise to a loss or claim against either one or both, each shall have full rights of contribution against the other.
- 5.2 Each party shall promptly notify the other party of the assertion of any claim against which the party is indemnified by the other party.

6. **GENERAL PROVISIONS**

- 6.1 Nothing in this agreement is intended or shall be construed to create an employer - employee relationship, a partnership, a joint venture, or a lessor-lessee relationship between the parties.
- 6.2 Each party understands and agrees that it is responsible for payment of the wages, salaries and benefits of its own employees and that the other party shall not pay or withhold any sums for income tax, unemployment insurance, workers compensation premiums, social security or any other withholding required by law or any other agreement.
- 6.3 This agreement shall be interpreted, construed and governed by the laws of the State of Minnesota.
- 6.4 This agreement may be amended or modified only in writing and signed by both parties.
- 6.5 This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of the CUSTOMER and the CONTRACTOR and their respective successors and assigns.
- 6.6 This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one agreement.
- 6.7 Any notice required or permitted under this agreement shall be deemed sufficiently given or served if e-mailed to brian@experttbilling.com or sent by United States mail, addressed as follows:

If to CONTRACTOR to:

Expert Billing, LLC

Attention: Brian Brosdahl

216 Myrtle Street W., #231

Stillwater, MN 55082

If to CUSTOMER to:

The City of Freeport

104 4th NW

Freeport MN, 56331

CONTRACTOR and CUSTOMER shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Invoices sent by CONTRACTOR to CUSTOMER shall be sent via regular mail to the address set forth above, as may be changed from time to time by CUSTOMER or by email as designated by the CUSTOMER.

6.8 If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. No receipts or acceptance by CONTRACTOR from CUSTOMER of less than the monthly payments herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid amounts; no endorsement or statement of any check or any letter or other writing accompanying any check or payment of rent to CONTRACTOR shall be deemed an accord and satisfaction, and CONTRACTOR may accept and negotiate such check or payment without prejudice to CONTRACTOR's rights to (i) recover the remaining balance of such unpaid amounts or (ii) pursue any other remedy provided in this agreement. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

7 HIPAA BUSINESS ASSOCIATE ADDENDUM

The attached updated HIPAA Business Associate Addendum is incorporated herein in order to satisfy the requirements of the final and/or amended regulations in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996.

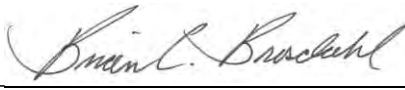
Customer

By: _____

Print Name: _____

Title: _____

Contractor

By: 

Printed Name: Brian Brosdahl

Title: President

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between **City of Freeport** ("Covered Entity") and **Expert Billing, LLC** (the "Business Associate").

I. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the

entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

V. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

VII. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy

Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

X. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

Signature _____ Date _____

Print Name _____ Title: _____

BUSINESS ASSOCIATE

Signature Brian C. Brosdahl Date 01JAN22

Print Name Brian Brosdahl Title: President

Memo

From: Joan Wall, Interim Clerk-Treasurer

To: Freeport City Council

Date: 12/16/2021

Re: Unauthorized Shed at 500 1st Avenue N

The City has been made aware that a shed has been placed at the property located at 500 1st Avenue N. No permit was received by the City for this shed. The shed does not meet the requirements of our city code since the property is zoned residential and there is no principal structure on the property. See ordinance 500.48 subd.1 paragraph 4 on the following pages.

The City will work with the property owner to remedy the situation.

4. Kennels and animal hospitals, fur farming, stables and riding academies provided that the property containing such use is adequate and is adequately separated from residential, commercial and industrial districts.
5. Churches, schools, and similar uses.
6. Uses deemed by the City Council to be similar to those listed in the zoning district.

Subd.5 Lot, Yard, and Area

Lot Area – Existing Lots on 6/1/14	Lot Area - Lots Created After 6/1/14	Lot Width	Side Yard	Front Yard	Rear Yard
10 Acres	40 acres	250 ft.	60 ft.	100 ft.	100 ft.

500.25 R-1, Single and Two-Family Residence District

Subd.1 Intent

It is the intent of this district to permit the development of single-family and two-family dwellings in the City where adequate municipal utilities exist or are to be extended, to provide for reasonable standards for such development, to avoid overcrowding, and to prohibit the use of the land which would be incompatible with or detrimental to the essential residential character of the district.

Subd.2 Permitted Uses

1. Single and two-family dwellings.
2. Attached single family dwellings, not exceeding four units per structure.
3. State licensed residential facility or a housing with services establishment registered under chapter 144D serving six or fewer persons; licensed day care facility serving twelve (12) or fewer persons; group family day care facility licensed under Minnesota Rules, parts 9502.0315 to 9502.0445 to serve fourteen (14) or fewer children, except that residential facilities whose primary purpose is to treat juveniles who have violated criminal statutes relating to sex offenses or have been adjudicated delinquent on the basis of conduct in violation of criminal statutes relating to sex offenses shall not be permitted.
4. Essential services.
5. Existing farming operations.
6. Limit to two (2) cords of exposed wood.
7. Manufactured homes, if such manufactured houses comply with the following conditions:
 - a. The house may not have ground floor space of less than 800 square feet or a width of less than 20 feet at its narrowest point.
 - b. The house must be placed on a permanent foundation which complies with the State Building Code and which are solid for the complete circumference of the house.
 - i. The house must have exterior siding of conventional exterior dwelling-type materials. Metal siding must have horizontal edges and overlap in sections no wider than 12 inches. Sheet metal siding is not permitted.
 - ii. The house must be built in compliance with Minnesota State Building Code.
 - iii. Manufactured houses which vary from these requirements may be permitted in this zone when authorized by the Board of Adjustment. Before a variance is granted, the Board, must find that the value of the adjacent property will not be diminished by the placement of the manufactured house. The variance must state any conditions which may be set by the Board in granting the variance.

Subd.3 Permitted Accessory Uses

1. Private garages and parking spaces for passenger cars, trucks, recreational vehicles and equipment.
2. Home occupations, as provided under Subsection 500.485 of this Section.
3. Detached accessory structures, as provided under Subsection 500.48 of this Section.
4. Signs associated with home occupations, as provided under Subsection 500.35 of this Section.
5. Roof mounted solar energy systems.

Subd.4 Conditional Uses

1. Governmental and public utility buildings and structures necessary for the health, safety, and general welfare of the community, provided any structure is not within 30 feet of any lot line.
2. Residential planned unit developments regulated by Subsection 500.55 of this Code.
3. Public or semi-public recreational buildings, community centers, day-care centers, libraries, museums, memorial buildings, senior citizens' centers, and bed and breakfast housing, provided any structure is not within 30 feet of any lot line.
4. Churches and schools, provided any structure is not within 30 feet of any lot line.
5. Day care facilities and nursery schools, provided not less than 30 square feet of outside play space per pupil is available.
6. Nursing homes, rest homes, and retirement homes, provided the buildings are not less than 50 feet from a lot line abutting an R-1 single and two-family residential district.
7. Manufactured home parks, provided they shall:
 - a. Be served by public sewer and water systems.
 - b. Have any private roadways installed to City specifications as determined by the City Council.
 - c. State licensed residential facility serving from seven (7) through sixteen (16) persons or a licensed day care facility serving from thirteen (13) through sixteen (16) persons, providing:
 - i. The conditional use permit requirements of this Ordinance are considered and satisfied.
 - ii. When abutting a residential use in an area guided toward future residential development within the Comprehensive Plan the required side yard width is doubled and a landscaped buffer yard is provided. The required landscaped buffer yard shall screen the buildings/structures and parking lots from the view of the abutting residential use. The City Clerk or designee shall approve the appropriateness of the landscaped buffer yard.
8. The use complies with off-street parking requirements set forth in this Ordinance.

Subd.5 Interim Uses

Off-premise commercial site improvements adjacent to commercially zoned property including fences, driveways, retaining walls, and parking areas. A principal use or structure is not required.

Subd.6 Lot, Yard, Area and Height Requirements

Primary Use

	Lot Minimum		Setbacks (ft.)			Maximum
	Area Sq. feet	Width (ft.)	Front	Side	Rear	Height
Single and two-family	5,000	50 or less	30	6	10	30'

	Lot Minimum		Setbacks (ft.)			Maximum
	Area Sq. feet	Width (ft.)	Front	Side	Rear	Height
existing lots (8/30/72)						
Existing lots (8/30/72)	5,000	51 or more	30	10	10	30'
New lots	15,000	75	30	10	10	30'

* Subsection 500.25, Subd. 6 (C)-(K) apply

Accessory Use

	Lot Minimum		Setbacks (ft.)			Maximum
	Area Sq. feet	Width (ft.)	Front	Side	Rear	Height (ft.)
Single and two-family existing lots (8/30/72)	5,000	50 or less	Not allowed	5	5, unless rear loading then 10 ft.	18 feet
Existing lots (8/30/72)	5,000	51 or more	Not allowed	5	5, unless rear loading then 10 ft.	18 feet
New lots	15,000	75	Not allowed	5	5, unless rear loading then 10 ft.	18 feet

1. Property setbacks are from lot stakes to building overhang.
2. Where adjacent structures within the same block have front yard setbacks different from those required, the front yard minimum setback must be the average of the adjacent structures.
3. On corner lot, the width of the side yard setback on the street side may not be less than fifteen (15) feet.
4. Each attached single family dwelling must meet the lot, yard, area, and height requirements of this subdivision, with the exception that: (1) the side yard setback requirement is waived for the shared party wall, and (2) the lot area requirement is reduced to 7,500 square feet per dwelling unit. Single family attached dwellings sharing a party wall shall not house more than two dwelling units. Each attached single family dwelling unit must have separate and individual front and rear entrances, and separate and individual water and wastewater service.
5. Church spires, water towers, and chimneys are exempt from height requirements.
6. Lot coverage for principal and accessory buildings may not exceed 35% of the lot area, except that lots of 7,500 square feet or less may have lot coverage of up to but not exceeding 45 percent.
7. Lots platted prior to this Code and not serviced by municipal water and wastewater will be considered as build-able at their current size. However, newly platted lots must be a minimum of ten acres when utilizing individual water and wastewater systems. All lots with access to city water and wastewater must utilize those services.
8. Each lot must have a minimum frontage on a street of 35 feet.
9. For non-conforming lots refer to Subsection 500.53.

Subd.2 Commercial/Industrial Uses

All non-residential outside storage shall conform to the following conditions:

1. The area occupied is not within a required front yard.
2. If abutting a Residential District or a residential use a landscaped buffer of no less than 15 feet in width is provided according to a plan approved by the City.
3. The storage area is improved through the use of compacted gravel, crushed rock, asphalt, or concrete and drive aisles and entries/exits shall be surfaced with asphalt and/or concrete. The storage area shall be maintained in a dust free manner as approved by the City. Proper storm water drainage shall be maintained at all times. Dirt, grass, or surfaces through which weeds/grass protrude do not meet the standard of an 'improved' as used above.
4. All lighting is directed away from the public right-of-way and from neighboring residences.

Subd.3 Refuse and Waste

1. Refuse: All lots within all zoning districts shall be maintained in a neat and orderly manner. No rubbish, salvage materials, junk, or miscellaneous refuse shall be openly stored or kept in the open, when the same is construed by the City Council to be a menace or nuisance to the public health, safety, or general welfare of the City, or to have a depressing influence upon property values in the area.
2. Waste Materials: Waste materials are to be picked up and disposed of in accordance with any and all city standards applicable to refuse/waste materials. Excluded waste materials must be disposed of in a safe and appropriate manner in accordance with local, state, and federal law. Release of excluded waste materials to public or independent sewage treatment systems, the environment, or the solid waste stream is strictly prohibited. The disposal service shall, upon collection, immediately assume title to and liability for solid waste materials, recyclables, and demolition debris.

500.48 Accessory structures

Subd.1 General Standards

1. Agricultural buildings on agricultural properties and industrial buildings on industrial properties are exempt from the requirements of this Section.
2. In cases where an accessory building is attached to the principal structure it shall be made structurally part of the principal structure and shall comply in all respects with the requirements of this Ordinance applicable to the principal structure.
3. An accessory building unless attached to and made a part of the principal structure shall not be closer than four (4) feet to the principal structure, unless a smaller separation is granted under a conditional use permit.
4. Accessory buildings or structures shall not be constructed on any lot prior to the construction of a principal building.
5. Accessory buildings shall not be constructed in the front yard. Accessory structures are allowed in the side and/or rear yard providing setbacks are achieved.
6. Accessory structures shall be placed on a leveled base and shall be firmly anchored to the surface
7. Architectural Detail Requirements: Accessory structures shall have architectural details which are the same or reasonably similar to the principal structure based on, but not limited to, the following:
 - a. Roof orientation and pitch;
 - b. Roof type (e.g. gabled or hipped);

- c. Eave, overhang depth, and fascia/soffit type and appearance;
- d. Exterior color.
- 8. **Size Limit:** Accessory structures shall be clearly and reasonably subordinate to the principal structure in terms of both scale and bulk. Total accessory structure square footage, excluding attached garages, shall not exceed ten (10) percent of the lot area or six hundred (600) square feet, whichever is greater. The City Council may approve a conditional use permit to accommodate larger accessory structures.
- 9. **Number of Accessory Structures Limited:** For all districts a maximum of two (2) detached accessory building less than or equal to one-hundred twenty (120) square feet are allowed per lot. In addition, a maximum of one (1) detached accessory structure greater than one-hundred twenty (120) square feet is allowed per lot.
- 10. Accessory structures shall not encroach upon easements.

Subd.2 Setbacks

Accessory Structure Setback Requirements: These requirements may be modified if a conditional use permit is granted:

District	Side, Interior	Side, Corner	Rear
R-1	Underlying zoning standard.	Underlying zoning standard for front yard.	5' unless rear loading, then 10'.
R-2	Underlying zoning standard.	Underlying zoning standard for front yard.	5' unless rear loading, then 10'.
C-1 & C-2	Underlying zoning standard.	Underlying zoning standard for front yard.	Underlying zoning standard.

Subd.3 Maximum Height

Accessory Structure Height Limited: The height of an accessory structure greater than one-hundred twenty (120) square feet shall not exceed eighteen (18) feet in height as measured from the average grade to the highest part of the structure. Structure heights exceeding eighteen (18) feet in height may be approved under a conditional use permit.

500.485 Home occupants

Subd.1 General Standards

All home occupations shall comply with the following performance standards:

1. Home occupations shall be clearly incidental and subordinate to the principal residential use of the property.
2. Home occupations shall not change the residential character of the neighborhood, be incompatible with surrounding land uses, disturb surrounding residential uses, or be intrusive to surrounding dwellings.
3. Home occupations shall not occupy or use greater than twenty-five percent (25%) of the combined footprint of structures on the subject parcel. In addition, a home occupation shall not occupy or use greater than twenty-five percent (25%) of the lot area; except that home day care providers may use greater than twenty-five percent (25%) of the lot area for play/recreation purposes.
4. A home occupation shall not be established before a dwelling unit exists on the subject property.
5. Operation of a home occupation shall be limited to the residential dwelling, an attached garage,