



MAY 5, 2025 CITY COUNCIL WORK SESSION AGENDA

**May 05, 2025 at 5:30 PM
7701 County Road 110 West Minnetrista, MN 55364**

1) CALL TO ORDER

2) DISCUSSION ITEMS

- a)** Recycling Contract Extension Discussion
- b)** Code of Contact
- c)** St. Bonifacius Interconnect Discussion
- d)** Chicken Discussion

3) ADJOURNMENT

The agenda packet with all background material will be available on the City's website for viewing by the public. Published agenda is subject to change without notice. Information and materials relating to the above items are available for review at city hall by appointment.



CITY OF MINNETRISTA

WORKSESSION ITEM

Subject: Recycling Contract Extension Discussion

Prepared By: Brian Grimm, Finance Director

Meeting Date: May 5, 2025

Issue:

The City of Minnetrista operates a residential recycling program for its residents. This program is paid for with through the utility rates charged to residents per quarter along with some grant funding provided by Hennepin County through the state of Minnesota's SCORE funding program. We are getting towards the end of our contract with Waste Management. It runs through August of 2025.

Background:

Based on the above, City staff is providing the attached information in the packet as well as having Jason Hartman from Waste Management be available at the meeting to answer questions and provide feedback. Attached in the worksession packet are these items:

- 1) A proposal for an extension from Waste Management from Mr. Hartmann
- 2) The current contract we have with Waste Management – 5-year contract entered into during 2020.
- 3) Excerpt from our fee schedule showing the recycling utility rate of \$16.00 per quarter.

Some other notes regarding this packet item. From speaking with Mr. Hartmann, Waste Management's proposal/extension would be good for the 5 years through August 2030 as presented. The organics chart in Waste Management's extension proposal is based on having an organics drop off site as we currently do and frequency of pickup options are listed. If anything changes with organics per the County direction during the contract, we would need to have subsequent discussions with Waste Management.

Based on the recycling market and the proposed contract rates, ultimately the utility recycling rate should be continued to be looked at annually as we have done. This proposed five-year extension keeps the charge from Waste Management the same in the first year at \$5.79 a month per property. For the final four years, it has annual increases ranging from the 4.3-4.5% a year range.

The City has been able to use fund balance to subsidize over the past 5 years the difference between the contract rate and utility rate. With the majority of that fund

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

balance spent down, we will need to make sure the recycling fund operates at a balanced budget for subsequent years.

Recommended City Council Action: Have a discussion regarding the City’s recycling contract, organics and other potential supplemental items for the City’s overall recycling program. Direction to staff as to the recycling extension document provided by Waste Management. Staff would recommend approving this 5 year extension to the current contract as shown in Waste Management’s letter.

Does Recommended Action meet City Mission Statement? ☒ Yes No
Does Recommended Action meet City Goals/Priorities? ☒ Yes No
Explain:

Mission Statement:
The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



August 14,2024

Mr. Brian Grimm
7701 Co Rd 110 W
Minnetrista, MN 55364

EXTENSION PROPOSAL – Recycling Services for the City of Minnetrista

Dear Mayor, Staff, and City Council,

Waste Management is pleased to submit this Extension Proposal for the Recycling Services for the City of Minnetrista, Minnesota.

Waste Management has built a working relationship with not only the City Staff and Administration, but also the Residents of Minnetrista. We appreciate the opportunity to provide the same high level of service and relationships for years to come. Involvement and participation in the community is very important to us as we share in the economic and municipal vibrance of the area.

This Extension Proposal aligns with the City's interest of preserving its goals of limiting the wear and tear on City streets though use of a single hauler, reducing noise, exceeding industry safety standards, having a clean environment, and securing the best rate for recycling collection. WM views the City's interests as the highest priority, and the service and proposal has been customized to meet and exceed these goals. Collection schedules and routes are established, containers are already on site, and experienced staff are attending to the needs and requests of the residents and City.

We look forward to continuing our work with the City of Minnetrista, and the option of strengthening our relationship as a community service provider and partner. The provided recycling rates have adjusted taking into account changes in processing, and recycling markets.

Please feel free to contact me with any additional questions you may have.

Sincerely,

Jason Hartman

Jason Hartman
Waste Management of Minnesota, Inc.
Jhartma5@wm.com
612-271-7863

City of Minnetrista, 5-Year Extension Proposal

We would like to propose a 5 year extension to the current recycling services for the City of Minnetrista. Extension term would run from September 1, 2025 to August 31, 2030.

Monthly Recycling Rates Per Household

Year	Rate
September 1, 2025 thru August 31, 2026	\$ 5.79
September 1, 2026 thru August 31, 2027	\$ 6.05
September 1, 2027 thru August 31, 2028	\$ 6.32
September 1, 2028 thru August 31, 2029	\$ 6.61
September 1, 2029 thru August 31, 2030	\$ 6.90

Proposed recycle rates are for bi-weekly residential collection with WM supplied carts, transfer, and material processing.

Recycling terms and conditions are subject to Attachment B – “Single Stream Specifications”.

Organic Drop Site Rates

Size	Frequency	2025	2026	2027	2028	2029
2 yard	Weekly	\$ 91.65	\$ 95.77	\$ 100.08	\$ 104.59	\$ 109.29
2 yard	Bi-weekly	\$ 48.15	\$ 50.32	\$ 52.58	\$ 54.95	\$ 57.42
2 yard	Monthly	\$ 24.86	\$ 25.98	\$ 27.15	\$ 28.37	\$ 29.65
4 yard	Weekly	\$ 122.73	\$ 128.25	\$ 134.02	\$ 140.06	\$ 146.36
4 yard	Bi-weekly	\$ 66.80	\$ 69.81	\$ 72.95	\$ 76.23	\$ 79.66
4 yard	Monthly	\$ 32.62	\$ 34.09	\$ 35.62	\$ 37.22	\$ 38.90

Organic drop site rates. City is responsible for any contamination at the drop site. Contamination charged at \$11 per yard on small amounts, if load is rejected a rate of \$152 is charged.

Attachment B
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of City may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public or materially impair the strength or the durability of WM's structures or equipment.

WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and City shall pay WM for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM's operating or profit margin ("Cost"). Without limiting the foregoing, and City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

WM reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at City's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by WM.

V6 February 2019

MUNICIPAL RECYCLING AGREEMENT

This Municipal Recycling Agreement (the "Agreement") is entered into on June 15, 2020 (the "Effective Date"), by and between Minnetrista, Minnesota, a municipal corporation created under the laws of the State of Minnesota ("City"), and Waste Management of Minnesota, Inc. ("WM"), a Minnesota corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound recyclable materials collection;
- B. WM and its affiliates have extensive experience in providing recyclable materials collection and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- b. Residential Unit – shall mean a dwelling within the corporate limits of the City. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on September 1, 2020, and ending on August 31, 2025.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 3,002 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit has already been provided a 64-gallon Cart for Recyclable Materials as they Units are added to the City. The Carts and equipment WM furnishes Residents and the City shall remain WM's property.
 - ii. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on an every other week basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. WM reserves the right to change the service day with advance written notice to the City and Residents.
 - iii. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include nonhazardous solid waste, yard waste collection, bulk or white goods collection, construction or demolition waste collection, or Christmas tree collection. Services to commercial establishments are not covered by this Agreement.
 - iv. Disposal. WM shall deliver or arrange to deliver for processing of the Recyclables collected under this Agreement only at processing facilities that are permitted to accept such Recyclables.
 - v. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday.
 - vi. Cart Replacement. WM shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.
- c. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.
- d. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting.
- e. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- f. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential Recyclables within the City.

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 3,002 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count on a semi-annual basis for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

V. FEES AND PAYMENTS

- a. Service Fee per Residential Unit. The fee per Residential Unit, per month for the Term, shall be as set forth in Exhibit B. The monthly fee paid to WM by the City shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount].
- b. The City will provide the Contractor with the number of Residential Units on a semi-annual basis.
- c. Invoices and Payment. WM will submit monthly invoices to the City and the City shall have thirty-five (35) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.
- d. Changes in Law. At such time during the term of this Agreement if an event or events occur which result in substantially higher collection or processing costs, or if there is a significant change in the commodity market, either party may, upon 60 days written notice to the other party, request a renegotiation of the Contractor's fees. In the event the parties are unable to reach an agreement on the fees, either party, at their option, may terminate this Agreement.

VI. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

- a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	Type	Amount
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

X. MISCELLANEOUS PROVISIONS

- a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling Agreement as of the Effective Date indicated above.

Waste Management of Minnesota, Inc.

Signature:

Chuck Rynd

Printed

Name:

Chuck Rynd

Title:

VP - Area Finance Director

City of Minnetrista, Minnesota

Signature:

Lisa Whalen

Printed

Name:

Lisa Whalen

Title:

Mayor

Attest:

Kris Linquist

Kris Linquist, City Clerk

EXHIBIT A
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
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Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
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* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by WM.

V6 February 2019

Monthly Recycling Rates per Residential Unit

Year during Term	Monthly Rate
September 1, 2020 through August 31, 2021	\$4.95
September 1, 2021 through August 31, 2022	\$5.15
September 1, 2022 through August 31, 2023	\$5.35
September 1, 2023 through August 31, 2024	\$5.57
September 1, 2024 through August 31, 2025	\$5.79

Monthly Rates are for every other week collection of Recyclables.

Electronic Copies	\$0.25 per page (up to 100 pages)
Copies - Black & White	\$0.25 per page (up to 100 pages)
Single sided - Letter/Legal	
Copies-B&W Copies	\$0.50 per page (up to 100 pages)
11"x 17" (Ledger)	\$0.50 per page (up to 100 pages)
Copies- Color 8 1/2 x 11	\$1.00 per page (up to 100 pages)
Copies -Color 11 x 17	\$2.00
Map - Zoning Large	\$25.00
Outsourced Copying	Cost of Copies + \$50 Staff Time
Mobile Home Connection	\$50.00
Park Plan - Color Copy	\$140.00
Park Plan - B/W Copy	\$75.00
Park Plan - Electronic Copy	\$25.00
Recycle Curbside Pick-Up Service	\$16 per quarter
Returned Payment	\$20.00
Special Assessment Searches	\$15.00
Specifications (Engineering)	\$75.00 Book or \$8.00 per plate
Video Tape/DVD Copy	\$30.00

- * Postage/handling fees will be added to orders for copies that are mailed out (based on actual cost). Quotes for UPS rates are available upon request.
- * Requests for Electronic or Paper Documents exceeding 100 pages will include a charge for staff time.
- * All requests with a cost exceeding \$50.00 requires pre-payment.

NOTICE: Data Privacy laws restrict who may have copies of certain documents. Picture identification required for access to data classified as private.

DOG IMPOUND FEES:

1st Offense	\$40.00
2nd Offense (within year)	\$50.00
3rd Offense (within year)	\$60.00
Impound Facility may have additional Fees	

UTILITY RATES:

Administrative Fee (for assessing delinquent utilities to property)	\$30.00 per property
Public Works Service Call	\$40 per trip -During working hours (per management discretion)
After Hours PW Service Call	\$175 (per management discretion)
Water Shut off	
	(1st - Warning Letter) (2nd - Citation +\$75.00)
Outdoor Watering Citation	(3rd and up Citation + \$250.00)
Safe Water Test	\$9.72 per year
Sewer per Quarter	\$120 (Commercial/Schools/Apts) = .00531G)
Storm/Surface Water Management	\$29.00 per Quarter

CITY OF MINNETRISTA



WORK SESSION AGENDA ITEM

Subject: City Council and Commissions Code of Conduct

Prepared By: Jasper Kruggel, City Administrator
Allie Polsfuss, Assistant City Administrator

Meeting Date: May 5, 2025

Issue: Member of City Council have directed staff to develop and provide a draft “Code of Conduct” document to be reviewed by the full City Council.

Overview: The Code of Conduct aims to ensure ethical behavior by the Mayor, City Council, and advisory board/commission members to eliminate conflicts of interest, promote public trust, and encourage citizen participation in governance. It also seeks to maintain a safe, respectful, and harassment-free environment for all involved in city business.

Below is a summary of the draft code of conduct; the full version is attached.

Standards of Conduct: Elected officials and advisory members must not:

- Violate open meeting laws.
- Engage in matters affecting their financial interests or associated businesses unless the impact is equal to others in the same group, requiring recusal if a conflict exists.
- Participate in violence, threats, harassment, intimidation, or disrespectful behavior.
- Use their position for special privileges, personal gain, or to solicit gifts/favors.
- Accept gifts that could influence or reward official actions, except as permitted by Minnesota Statute §471.895.
- Disclose or use non-public information gained through their role for personal gain.
- Share privileged information from legal counsel discussions without council approval.

Exceptions: No violation occurs if a member discloses a conflict, refrains from discussion/voting, and follows Minnesota Statutes §471.87 and §471.88 procedures.

Complaint and Hearing Process:

- Complaints alleging violations must be filed with the City Administrator, supported by facts.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

- The city council, advised by legal counsel, determines within 30 days if a hearing is justified based on the complaint's validity and good faith.
- If approved, a hearing occurs within 30 days, allowing the accused to respond.
- If a violation is found, the council may censure, refer for prosecution, request non-participation, or remove appointed members.

Recommended City Council Action: Staff request that the City Council discuss the draft code of conduct. If finalized, staff recommends the draft code of conduct then be reviewed by the Park Commission and Planning Commission, and feedback be delivered to City Council before finalizing and adopting a code of conduct.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



City Council and Commissions Code of Conduct

Purpose

The Mayor and City Council of the City of Minnetrista determines that a code of conduct for its members, *as well as the members of the various advisory boards and commissions* of the City of Minnetrista, is essential for the public affairs of the city. By eliminating conflicts of interest and providing standards for conduct in city matters, the city council hopes to promote the faith and confidence of the citizens of Minnetrista in their government and to encourage its citizens to serve on its council and boards and commissions.

It is the policy of the City of Minnetrista to provide a safe, secure and healthy environment for employees, public officials and citizens when engaged in city business. The City is committed to working to maintain a work environment free from acts or threats of violence, harassment, intimidation and disruptive or disrespectful behavior.

Standards of Conduct

No elected official or a city advisory board or commission member may knowingly:

- a. Violate the open meeting law.
- b. Participate in a matter that is before the city council or relevant board that affects the person's financial interests or those of a business with which the person is associated, unless the effect on the person or business is no greater than on other members of the same business classification, profession, or occupation. If a conflict of interest does exist, the person will remove themselves from the table and sit with the audience until the discussion / action on the item has been concluded.
- c. Participate in acts of violence, threats, harassment, intimidation, and disruptive or disrespectful behavior in the workplace. The behavior described includes, but is not limited to, oral or written statements, gestures, or expressions that are communicated either directly or indirectly.
- d. Use the person's public position to secure special privileges or exemptions for the person or for others.
- e. Use the person's public position to solicit personal gifts or favors.
- f. Use the person's public position for personal gain.
- g. Except as specifically permitted pursuant to Minnesota Statute §471.895, accept or receive any gift of substance, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form, under circumstances in which it could be reasonably expected to influence the person, the person's performance of official action, or be intended as a reward for the person's official action.
- h. Disclose to the public, or use for the person's or another person's personal gain, information that was gained by reason of the person's public position if the information was not public data or was discussed at a closed session of the city council or committee.

- i. Disclose information that was received, discussed, or decided in conference with the city's legal counsel that is protected by the attorney-client privilege unless a majority of the city council has authorized the disclosure.

Except as prohibited by the provisions of Minnesota Statute Section §471.87, there is no violation of item b. of this section for a matter that comes before the council, board, or commission, if the member of the council, board, or commission publicly discloses the circumstances that would violate these standards and refrains from participating in the discussion and vote on the matter. Nothing herein shall be construed to prohibit a contract with an elected official under the circumstances described under Minnesota Statute Section §471.88, if proper statutory procedures are followed.

Complaint, Hearing

Any person may file a written complaint with the City Administrator alleging a violation of the aforementioned standards of conduct. The complaint must contain supporting facts for the allegation. The city council may hold a hearing after receiving the written complaint or upon the council's own volition.

A hearing must be held only if the city council determines (1) upon advice of the city attorney, designee, or other attorney appointed by the council, that the factual allegations state a sufficient claim of a violation of these standards or rise to the level of a legally-recognized conflict of interest, and (2) that the complaint has been lodged in good faith and not for impermissible purposes such as delay.

The city council's determination must be made within 30 days of the filing of the allegation with the city administrator. If the council determines that there is an adequate justification for holding a hearing, the hearing must be held within 30 days of the city council's determination. At the hearing, the person accused must have the opportunity to be heard. If after the hearing, the council finds that a violation of a standard has occurred or does exist, the council may censure the person, refer the matter for criminal prosecution, request an official not to participate in a decision, or remove an appointed member of a board or commission from office.