

**Committee of the Whole
Monday, June 27, 2022
City Council Chambers**

1. Committee of the Whole 5:30 p.m. Monday, June 27, 2022
2. Discuss garbage collection system:
 - a. Apartment and mixed-use buildings considered as commercial.
 - b. Carts:
 - i. Which sizes should be available...35 / 65 / 96?
 - ii. Designate only one size for garbage and one size for recycling or let each resident choose the size?
 - iii. If residents have a choice of cart size, who is responsible for communicating with the residents and determining which size cart to order for which home?
 - c. Fees:
 - i. Set replacement fee for damaged/lost carts.
 - ii. Continue to waive fees for vacant residences / sno-birds / long term health confinement?
 - iii. Charge fees based on county residence / county tipping fee?
 - d. Bulky Items and city-wide clean-up impact.
 - e. Alleys – is alley pickup still allowed?
 - f. Length of Contract / Renewal clause.
 - g. Negotiate fee every two years?
 - h. Other
3. Strategic Plan Implementation Report
4. Open Discussion

Committee of the Whole Meeting Notes

April 25, 2022

Members Present: Mayor Russ Smith, Councilors Paul Novotny, Pam Bluhm, Josh Broadwater and Dave Frank.

Members Absent: Councilor Mike Urban.

Others Present: Robert Vogel, Chris Giesen, Gretchen Mensink-Lovejoy, Brian Burkholder, and Joel Young.

Robert Vogel reported that the Commission met all the goals it set for itself.....met eight different times, with good attendance. No significant problems were encountered during the year. Installed the interpretive signs.

The HPC is asking the city council to do four different things, one of which is to add two student members to the Commission at whatever time the City chooses to do so.

The Commission would like the city council to adopt a resolution in support of the MN Historic Rehabilitation Tax Credit, which is up for renewal at the legislature. Vogel will provide a model resolution that the city council could adopt and send on for consideration.

2022 goals are a continuation of previously stated goals, working on the art center and also developing a relationship with The Chatfield Alliance in regard to preservation tourism. The Haven Wall needs a plan to develop access to the site, so the City Engineer has been asked to provide a cost estimate for developing such a plan.

Chris Giesen reported as the Chair of the HPC, stating that this was the third annual report to the city council. Giesen described a proposal to create a downtown revitalization grant program that would provide an incentive for an owner of a downtown building to make a significant improvement to their building. Giesen said that he has seen similar programs in other cities which were successful. The idea is to fund one building each year with approximately \$25,000 to make a real impact on one building.

One member expressed concern that taxes are already high in Chatfield and this program would only add to that burden. He also expressed concern of giving tax money to a private owner.

Another member suggested that more details would be helpful as it was pointed out that the last investment that an owner might make is to the aesthetics of the building.

Giesen pointed out that this type of program doesn't need to be implemented right away, if it isn't feasible to do so, however, if a rehabilitation program is desirable, it might make sense to set a goal to implement such a program at some point in the future.

One member noted that so many downtown buildings have had their windows changed out with windows that were not designed for the original opening, and that it would be nice to address that aspect of the old buildings. It would be helpful to know how to develop a correlation between rehabilitation of buildings and economic development.

A suggestion was made to help bring something new to town in an historic building. Another comment suggested that these funds could be focused on the exterior of the building, including windows, to allow

the building owner to spend more money on the interior of the building. Another thought was to use the money to improve the area between the downtown buildings and the alley.....or to improve the large sidewalks at the end of the blocks.

It was suggested to route the idea through the EDA for their input.

The yellow highlights represent current language that might need an update, or new language.

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the City of Chatfield, a Minnesota municipal corporation of the Counties of Fillmore and Olmsted, Minnesota, hereinafter called the "City" and William Hanson, of Chatfield, Minnesota, hereinafter called the "Contractor,"

WITNESSETH

WHEREAS, THE City desires to have collection and disposal of refuse, solid waste and recyclable materials within its boundaries handled by a private contractor: and

WHEREAS, Contractor has agreed to perform these services within said City:

NOW, THEREFORE, IT IS AGREED:

PURPOSE OF THE CONTRACT

1. Under this contract, the Contractor shall collect and dispose of all residential refuse and solid waste within the corporate boundaries of the City of Chatfield under the terms, conditions and specifications set forth below. In addition, Contractor shall collect and dispose of all recyclable materials generated by residents within the corporate boundaries of the City of Chatfield.
2. The parties agree that this contract constitutes a license to the Contractor for the exclusive collection, removal and disposal of residential refuse and solid waste within the City of Chatfield. No exclusive license, however, is hereunder created as to recyclable materials or for commercial industrial or institutional customers.

TERMS OF CONTRACT

The terms of this agreement shall be for a period of seven (7) years, beginning on the 1st day of October, 2022, and continuing through September 30, 2029. If Contractor fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this contract, it shall be in default and notice in writing shall be given it of each default by direction of the City Council. If Contractor fails to cure such default within thirty (30) days from receipt of such notice, the City may, at its option, terminate and cancel said contract at the end of said 30-day period. Such termination shall not affect or terminate any of the rights of the City against Contractor and its surety or which may thereafter accrue because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to City under law.

DEFINITION OF TERMS

The definitions set forth in the Chatfield Code, Subpart A, Chapter 22, Article II shall be incorporated herein and made a part hereof. In addition, the following definitions shall apply:

1. "Apartment Building" means a building containing more than two rental units.
2. "Commercial" shall mean a business operating wholly or partly within the City boundaries, apartment buildings, mixed use buildings which include residential apartments, and commercial buildings which provide care for the young and elderly as a business on a regular basis.

3. "Disposal" shall mean disposal of any material collected or brought to the designated collections site, such disposal to be done in accordance, with all city, county, state and federal regulations. "Industrial" shall mean a manufacturing operation or its equivalent operating wholly or partly within the City boundaries.

4. "Institutional" shall mean any school, church, hospital, nursing home or public building or wholly partly within the City Boundaries.

5. "Mixed-use Building" means a building situated in a commercial zoning district which contains a residential use in addition to the primary commercial use.

REQUIREMENTS OF CONTRACTOR

1. After application and approval by the City Council, the Contractor shall deposit with the City Clerk a performance bond in the penal sum of at least \$50,000.00 conditioned that he will faithfully and continuously provide the refuse and solid waste collection service as provided herein and in the Chatfield Code., subpart A, Chapter 22, Article II, Section 22-27(b).
2. The Contractor shall provide equipment so constructed that the contents will not leak or spill therefrom. The equipment shall be kept clean and as free from offensive odors as possible, and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect refuse. Or solid waste.
3. The Contractor must comply with current and future ordinances of the City of Chatfield and operate within the parameters of the Fillmore and Olmsted County solid waste management plans. Waste collected in Fillmore and Olmsted Counties shall be hauled and transported only to the respective Fillmore or Olmsted County Resource Recovery Centers; or, such other location for disposal or transfer permitted by the provisions of either County's solid waste management plans.
4. Yard and garden waste only may be taken by the Contractor to the City of Chatfield yard waste dump located on Mind Drive situated in the South one-half of the Northeast Quarter, of the Southeast Quarter (S1/2 NE 1/4 SE 1/4) of Section 1, Township 104 North, Range 12 West. All bags and containers of garden and yard waste must be emptied as no plastic bags or other containers shall be deposited at the dump. No other refuse may be dumped or disposed of at said site. (Is this the correct legal at this time??)
5. All other items such as bulky wastes, construction debris, batteries and tires shall be disposed of by the Contractor in deposit sites approved by the City, County and/or State governments. Hazardous wastes shall also be disposed of properly. Contractor shall not handle waste oil.
6. Contractor shall be responsible to pay all tipping and disposal costs at the Fillmore County and Olmsted County Disposal and Recycling Centers, or such other location where such refuse or solid waste may lawfully be disposed of.

TIMES OF COLLECTION

1. Collection and disposal of refuse, solid waste and recyclables shall take place at each residence within the City at least once each week. Contractor, with approval of the City, shall establish and

make public routes and pickup times for each residence. In the event that a regular collection day falls on a holiday, the collection and disposal of refuse, solid waste and recyclables shall occur as soon as possible thereafter. If the holiday falls on a Friday, regular pick up will take place the day before.

2. The employees of the Contractor shall handle all cans and containers with reasonable care, to avoid damage, and replace all cans and containers in an upright position at the alley or curb or near the street edge after such cans or containers are emptied and shall replace lids on all cans and containers. The employees of the Contractor shall also clean up and dispose of any refuse, solid waste or recyclables which may be spilled or which may be lying near the containers due to the employee's negligence.
3. The Contractor shall perform all collection services enumerated under this contract in a neat, orderly and efficient manner and shall provide orderly and courteous personnel in the performance of the provisions of this contract.

COMMERCIAL INDUSTRIAL AND INSTITUTIONAL COLLECTION AND DISPOSAL

1. The Contractor may arrange to pick up and dispose of garbage and refuse from commercial, industrial and institutional establishments within the City and after making such arrangements shall set up times and dates for such pickup and disposal with the establishments involved and shall bill them separately and on his own. This paragraph, however, does not constitute an exclusive right or privilege for such collection in favor of the Contractor if the commercial, industrial or institutional establishment should choose to avail themselves of the services of another hauler who is licensed for such business with the City of Chatfield.
2. Any containers used for collection of garbage or refuse at commercial, industrial and institutional establishments in the City may be owned and maintained by the Contractor and provided on a rental basis to such establishments as part of the collection service.
3. Apartment buildings, mixed-use buildings which include apartments and commercial places which are residences used to provide care for the young or elderly as a business on a regular basis will be considered commercial buildings for the purposes of this Agreement and will not, therefore, be required to use the Contractor's services and will not be billed a basic service fee by the City.
4. In addition to the fee provided in (3) herein, the Contractor will be compensated for each customer on a monthly basis, and additional and separate sum representing a motor fuel surcharge, which surcharge shall be computed by reference to information compiled by the Energy Information Agency of the United States Department of Energy, and published on the Department of energy's website at <http://tonto.eia.doe.gov/info/wohdp/diesel.asp>. On the third Thursday of a given month, the average price per gallon of diesel fuel for the four preceding Mondays for the "Midwest" region that is shown on the website shall be determined. From this average price, a "base" price of \$1.50 shall be subtracted. The difference between the average price and base price shall be divided by 0.05, and the product of that calculation multiplied by .0025. This product shall then be multiplied by the monthly fee permitted to be charged hereunder, and that product is the amount of the monthly surcharge, expressed in dollars, that Contractor can charge for the succeeding month.

SUPPLEMENTARY COLLECTION AND DISPOSAL

1. The Contractor shall pick up and dispose of, upon the request of any resident, any bulky waste, batteries, tires, yard and garden wastes, and construction debris and the Contractor shall charge the resident of business separately as agreed upon by them. This does not include any City approved city-wide bulky waste collection. The City and the Contractor shall agree, in advance, to the terms and cost of such a collection. Contractor shall not handle waste oil.
2. The Contractor shall furnish, at his own expense, all necessary trucks, labor and equipment needed to perform the duties enumerated by this contract and the Contractor shall perform such duties in a workmanlike manner.
 - a. Carts are the property of the Contractor and are not to be removed from the address assigned. If removed or destroyed, the City will be billed for cart replacement at \$60.00 each.
 - b. Additional carts assigned to an address must be kept for a minimum of 1 year (waived if the owner moves out of the city, to a health care facility, etc.)
3. The Contractor shall comply with the provisions of the Chatfield Code. Subpart A, Chapter 22, Article II, Section 22-36.

GENERAL PROVISIONS

1. It is agreed and understood that the Contractor is an independent contractor and is not an employee of the City.
2. The Contractor shall furnish, at his own expense, all necessary trucks, labor and equipment needed to perform the duties enumerated by this contract and the Contractor shall perform such duties in a workmanlike manner.
3. The Contractor shall comply with the provisions of the Chatfield Code, Subpart A, Article II, Chapter 22 as may be applicable to Contractor.

INSURANCE REQUIRED FOR CONTRACTOR

The Contractor shall maintain and shall file with the City, policies and certificates for worker's compensation insurance and liability insurance which shall be effective during the entire period covered under this contract. Such policies of liability insurance shall provide for a minimum of Three Hundred Thousand and no/100ths (\$300,000.00) dollars coverage for injuries or damage to more than one person or their property in each incident or occurrence arising out of the contractor's operations pursuant to this contract. Furthermore, such policies shall meet the approval of the City of Chatfield

TERMS OF PAYMENT FOR RESIDENTIAL COLLECTION

As consideration for this contract, the City hereby agrees to pay the Contractor for collection of refuse, solid waste and recyclables within the City of Chatfield, Minnesota, as follows:

1. The City will continue to collect the monthly base service fee of \$13.42 from each resident and the City will also collect fees for the carts. Of that base monthly fee, the Contractor will be paid a rate of \$11.02 for collection of refuse, solid waste and recyclables will be paid for each occupied

single-family residential dwelling within the City of Chatfield. This fee will be fixed for the first twenty-four months of the contract and will be renegotiated every twenty-four months thereafter.

2. The City shall be responsible to collect their own residential garbage collection fee by whatever method the City deems feasible. The contractor shall be paid immediately following the first council meeting of each month for the previous month's service.
3. The City shall provide to Contractor a list from time to time of those residences which are not to be provided service because the resident is at a long term care facility. No collection services shall be provided to such residence until the resident has notified the city to resume services and they have paid the resumption of service fee. The City shall immediately notify the Contractor when collection service should once again resume at such residence.
4. These rates are subject to such increase as may be mutually agreed upon between the City and Contractor from time to time.

In order to implement a volume based collection and billing system, the Contractor shall offer three different sized containers for recycling and garbage. Said rate shall commence as July 1, 2017. These rates would also be subject to change, by resolution of the Council, to reflect any increase or decrease in tipping fees or change of operation in Fillmore and/or Olmsted County Resource Recovery Centers, or such other approved facility used by the Contractor for disposal.

Specially marked stickers may be purchased at a rate set by the Contractor and approved by Resolution of the Chatfield City Council for material not fitting in a container or weighing more than 100 pounds or the Contractor can refuse collection of such material. The Contractor has the right to refuse collection of refuse or solid waste not in the specially marked carts or not having the specially marked sticker thereon. The carts provided by contractor shall be sturdy and able to hold up to the stated weight of the cart.

The Contractor will provide 65-gallon and 96-gallon carts for residents to use. The City will continue to collect the monthly cart fee and will pay the Contractor the fees collected, less \$1.00 for each cart per month, which is to compensate the City for their effort to collect the fees. The following monthly can only be adjusted with approval of the city council:

Proposed Prices	
\$ 5.00	65 Gallon Recycling Cart
\$11.75	65 Gallon Garbage Cart
\$ 6.00	96 Gallon Recycling Cart
\$12.75	96 Gallon Garbage Cart
\$25.00	Fee for changing cart size
\$60.00	Fee for carts removed from an address, not returned to contractor or rendered not usable.

NOTE 1: If any price increases are imposed on the hauler by the Transfer Station, Fillmore County or Olmsted County, those costs will automatically be added to the monthly costs stated above. At the time of this writing, it is anticipated that the Transfer Station in Stewartville will increase tipping fees by 4.00% effective the first of September 2022, 2023, 2024, 2025 and 2026

5. Contractor shall be entitled to receive and retain any sums received for recyclables.
6. Contractor's first payment hereunder shall be paid after approval at the first City Council meeting in **October, 2022**. Said payment shall include the month of **September, 2022**. Each payment thereafter shall be for collection services for the preceding month.
7. In addition to the fee provided in (1) herein, the Contractor will be compensated for each customer on a monthly basis, and additional and separate sum representing a motor fuel surcharge, which surcharge shall be computed by reference to information compiled by the Energy Information Agency of the United States Department of Energy, and published on the Department of energy's website at <http://tonto.eia.doe.gov/info/wohdp/diesel.asp>. On the third Thursday of a given month, the average price per gallon of diesel fuel for the four preceding Mondays for the "Midwest" region that is shown on the website shall be determined. From this average price, a "base" price of \$1.50 shall be subtracted. The difference between the average price and base price shall be divided by 0.05, and the product of that calculation multiplied by .0025. This product shall then be multiplied by the monthly fee permitted to be charged hereunder, and that product is the amount of the monthly surcharge, expressed in dollars, that the City will pay the Contractor for the succeeding month.

ASSIGNMENT OF CONTRACT

Contractor shall not assign or convey this contract or license to a third party.

CONTINUATION OF AGREEMENT

Unless a termination notice is issued prior to October 1, 2026, this said Agreement shall be extended one additional year, to September 30, 2030. The contract will continue to be extended one additional year thereafter, unless a termination notice is issued prior to October 1st of any given year. If said notice of termination is given, then the Agreement shall continue for the remainder of its term.

IN WITNESS THEREOF, the parties have executed this contract the day year first above written.

City of Chatfield

William Hanson

By

By

Its Mayor

William Hanson

Attest:

Its City Clerk

Chapter 22 SOLID WASTE¹

ARTICLE I. IN GENERAL

Secs. 22-1—22-20. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 22-21. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Apartment Building* means a building containing more than two rental units.**

Bulky waste means a large appliance, piece of furniture or waste material from a source other than construction debris or hazardous waste with a weight or volume greater than appropriate or allowed for in waste containers. The term "bulky waste" does not include tires, batteries, waste oil, or yard and garden material.

City means the City of Chatfield. The term "city" also applies to any appropriate employee or office of the city authorized to act as its agent in handling the pertinent matter.

Construction debris means waste building materials resulting from construction, remodeling, repair or demolition operations.

Contractor or solid waste collector means the individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under contract with the city.

Hazardous waste means waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency as provided in state law.

***Mixed-use Building* means a building situated in a commercial zoning district which contains a residential use in addition to the primary commercial use.**

Nonrecyclable refuse and solid waste means discarded waste materials not otherwise determined to be recyclable in a solid or semi-liquid state including, but not limited to:

- (1) Tires;
- (2) Batteries;
- (3) Yard wastes;
- (4) Bulky wastes;
- (5) Waste oil; and

¹State law reference(s)—Waste Management Act, Minn. Stat. ch. 115A; littering, Minn. Stat. §§ 169.42, 609.671, subd. 13.

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- (6) Construction debris.

Recyclables means waste materials including: aluminum cans, containers or heavy foil packaging; paper sheets, envelopes, folios, publications; corrugated cardboard and boxboard; glass bottles and jars; plastic bottles and plastic jugs; and scrap aluminum. The term "recyclables" also means and includes any other specifically defined items of property from time to time designated as such by ordinance adopted by the county board of commissioners.

Refuse and solid waste means all forms of discarded waste materials in a solid or semi-liquid state including, but not limited to:

- (1) Recyclables;
- (2) Tires;
- (3) Batteries;
- (4) Yard wastes;
- (5) Bulky wastes;
- (6) Waste oil; and
- (7) Construction debris.

Residence means each separate household and/or each unit in a manufactured home park.

Yard waste means organic plant materials collected from yards or gardens, including leaves, grass clippings, vines and stalks.

(Code 1999, § 5.2.3; Ord. No. 351, § 1, 5-29-2001)

State law reference(s)—Hazardous waste defined, Minn. Stat. § 116.06.

Sec. 22-22. Penalties.

Any person violating the provisions of this Code relating to solid waste collection shall be guilty of a misdemeanor and, in addition, the city may terminate collection services for any person violating the provisions of this article. A contractor need not collect and take into his possession any refuse that is not separated or set out for collection in accordance with the terms of this article. Further, the weekly charge for collection shall still be billed as provided for herein. Unacceptable refuse must be properly sorted as soon as possible and placed for collection and not allowed to accumulate.

(Code 1999, § 5.2.16(A); Ord. No. 284, 1-22-1990; Ord. No. 301, 2-24-1992)

Sec. 22-23. Unlawful deposit.

No person shall bring refuse or solid waste into the city for disposal or otherwise.

(Code 1999, § 5.2.14)

Sec. 22-24. Purpose and intent.

It is the purpose of this article to provide the residents, businesses and commercial establishments of the city, the approved solid waste collector and local government officials with uniform mandatory rules for the collection of refuse and solid waste and the recycling of usable materials. It is the city's intent to comply with and

work within the framework of ordinances in effect, and as amended from time to time, in Olmsted and Fillmore Counties, and the state, in the regulation of solid waste collection, and mandatory recycling of usable materials.

(Code 1999, § 5.2.2)

Sec. 22-25. Policy.

It is the city's policy to provide the citizens of the city the most ecologically sound method of waste disposal possible at a reasonable cost.

(Code 1999, § 5.2.1)

Sec. 22-26. Collection contract required.

It shall be unlawful for any person to collect garbage, rubbish, refuse or solid waste, in the city without first entering into a written contract with the city council.

(Code 1999, § 5.2.4)

Sec. 22-27. Approval of contractor.

- (a) Any person desiring to collect garbage, rubbish, refuse, or solid waste in the city shall make application for the same to the city clerk. Said applications shall then be submitted to the city council for its investigation and approval. The application shall, at a minimum, contain the following:
 - (1) The name and address of the applicants;
 - (2) A list of the equipment which he proposes to use in such collection;
 - (3) A schedule of proposed pickup days; and
 - (4) Rate charges.
- (b) If an application is approved by the city council, the applicant shall deposit with the city clerk a performance bond in the penal sum of at least \$50,000.00, conditioned that he will faithfully and continuously provide the refuse and solid waste collection service specified in the application; and each approved contractor shall provide equipment so constructed that the contents will not leak or spill therefrom. The equipment shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect refuse.

(Code 1999, § 5.2.5)

Sec. 22-28. Exclusive use.

Every householder or occupant of any dwellinghouse, boardinghouse, manufactured home or any other place of residence must avail themselves of the city's services and the approved contractor or solid waste collector.

(Code 1999, § 5.2.6)

Sec. 22-29. Rates and billing.

- (a) *Residential refuse.* The charges and rates for collection of residential refuse and solid waste within the city shall be as established by the city council. A current schedule of such charges shall be kept on file at the city clerk's office. The residential rate so set by the city council shall include the collection of recyclables and provide a base-hauler fee only for the collection of refuse and solid waste materials within the city.
- (b) *Containers provided by Contractor.* In order to implement a volume-based billing system, the city approved contractor shall offer two different sized containers for recycling and garbage. The monthly cost of such containers shall be an amount set from time to time by the city council, plus applicable sales tax, which amount includes the container and collection services. Such containers shall contain no more the maximum amount of weight for which each container is rated and all materials must fit completely inside the container, with the lid closed. Specially marked stickers may be purchased at a rate set by the contractor and approved by city council resolution for material not fitting in a container due to size or weight. The contractor has the right to refuse the collection of nonrecyclable refuse or solid waste not contained in the containers provided by the contractor or not having the specially marked sticker thereon.
- (c) *Residential accounts.*
 - (1) Each residence within the city limits shall be billed by the city or its authorized agent for the residential rate for collection services once each month or quarter, as approved by city council resolution. Unless the resident is confined to a long term health care facility, the resident will be required to pay the monthly billing amount, whether the service is used, or not.
 - (2) Manufactured home parks shall be billed per unit being occupied and shall be billed to the owner of the real estate on which said units are located. The residential rate shall be charged regardless of whether or not refuse is left for collection.
 - (3) The contractor shall be responsible for the sale of stickers provided for in subsection (b) of this section, the collection of fees therefor, and the payment of any sales tax thereon.
 - (4) Further, the residential rate shall apply whether the property is occupied for all or only part of a month.
 - (5) Deleted.
- (d) *Commercial accounts.* A business operating wholly or partly within the City boundaries, apartment buildings, mixed use buildings which include residential apartments, and commercial buildings which provide care for the young or the elderly as a business on a regular basis, shall be billed by the contractor at a rate and in a manner agreed upon in advance by the city-approved contractor and the owner or operator of the business establishment.
- (e) *Bulky items.* Residences, businesses and commercial places which have bulky wastes, construction debris, yard and garden waste, tires, batteries, other than flashlight batteries, to be disposed of, shall be charged an additional fee for such services which will be billed by the contractor.

(Code 1999, § 5.2.7; Ord. No. 351, §§ 2, 3, 5-29-2001)

Sec. 22-30. Assessments.

- (a) Although the occupant of the individual residence or the owner of the multiple-unit residences or mobile home park shall be considered to be the party primarily responsible for payment of any collection fees charged by the city, the service shall be considered to benefit the real property occupied by the consumer.

Therefore, in the event of nonpayment by the consumer or person or business billed, unpaid charges shall be assessed against the property served.

- (b) On or before September 15 of each year, the city clerk shall provide to the city council, a list of unpaid charges for each dwelling or residential unit, and each separate lot or parcel of real estate to which charges are attributable under this article. The city council, by resolution, shall then assess the unpaid charges against the benefited property as a special assessment pursuant to state law.
- (c) The city clerk shall, on or before October 15 of each year, certify the list of unpaid charges to the county auditor for collection along with the current taxes in the following year, in a single installment. The assessment for each unpaid charge shall include a penalty of ten percent of the amount thereof and the total shall bear interest at a rate not exceeding the amount set by law.

(Code 1999, § 5.2.15)

Sec. 22-31. Containers.

All nonrecyclable refuse and solid waste, except that which by its nature cannot fit into the contractor provided carts or containers, shall be placed completely inside the cart with the lid closed. Covers must shut completely and material not in the cart (alongside or on top) will not be taken.

Containers/carts are the property of the contractor and shall not be removed from the address assigned. If removed or destroyed, the City will be billed \$60 for cart replacement, and the City will then bill the occupant and/or the property owner for the fee. (These fees will be adjusted by the city council on an as-needed basis)

Containers/carts must be placed at the curb by 6:00 a.m. the day of collection and must be removed promptly after collection.

Containers/carts must be placed so the lid opening is facing towards the street, be at least three (3) feet away from any objects and be within one (1) foot of the curb or street edge.

A \$25 fee will be charged to switch container size. This fee is subject to adjustment by the city council.

Additional containers/carts must be kept for a minimum of one (1) year. This will be waived in the event the property owner moves out of the city, into a health care facility, etc.

(Code 1999, § 5.2.8; Ord. No. 351, § 4, 5-29-2001)

Sec. 22-32. Separation required.

- (a) All persons within the city limits shall be responsible for the separation of their refuse into the following categories:
 - (1) Recyclables.
 - (2) Nonrecyclable refuse and solid waste.
 - (3) Delete points 3 – 8.
- (b) The city council may from time to time by resolution specifically determine what category an item is part of and mandate how such item is to be properly disposed. Yard and garden waste shall not be placed for collection with recyclables or other nonrecyclable refuse and solid waste.

(Code 1999, § 5.2.9; Ord. No. 351, § 5, 5-29-2001)

Sec. 22-33. Separation requirements; recyclables.

Recyclables shall be separated in such a manner as to be free of any other category of refuse and shall be covered and protected from the weather.

(Code 1999, § 5.2.10; Ord. No. 351, § 6, 5-29-2001)

Sec. 22-34. Proper preparation; recyclables.

Proper preparation of each category of recyclable material shall be as follows:

- (1) Delete complete Sec. 22-34

(Code 1999, § 5.2.11; Ord. No. 351, § 7, 5-29-2001)

Sec. 22-35. Times and places for collection.

All refuse and solid waste subject to collection by the city's contractor shall be set curbside on the times and dates as prescribed from time to time by city council resolution. The city shall give written notice, whether by a newspaper article or otherwise, of the dates and times of pickup for the various categories of refuse and solid waste to be collected by the contractor. All reusable containers must be removed by the owner from curbside as soon as possible after pickup.

(Code 1999, § 5.2.12; Ord. No. 351, § 8, 5-29-2001)

Sec. 22-36. Required destination of categories.

- (a) All refuse and solid waste collected and picked up within the city, except yard and garden waste, shall be hauled and transported only to: the Fillmore County Resource Recovery Center; the Olmsted County Resource Recovery Center; or, such other location for disposal or transfer permitted by either the provisions of the Fillmore or Olmsted County Solid Waste Management plans.
- (b) Yard and garden waste only may be taken by the contractor or individuals to the city yard waste dump located in the south one-half of the Northeast Quarter of the Southeast Quarter of Section 1, Township 104 North, Range 12 West, Fillmore County, Minnesota. Residential and nonresidential places may dispose of their own garden and yard waste at said dump. All bags and containers of garden and yard waste must be emptied as no plastic bags or other containers shall be deposited at the dump. No other refuse may be dumped or disposed of at said site.
- (c) All bulky wastes, construction debris, batteries, and tires shall be disposed of by private arrangement with the contractor and in deposit sites approved by the city, county, and/or state governments. Hazardous wastes shall also be properly disposed of. Bulky wastes may be placed curbside for collection at the time of any citywide bulky waste collection authorized by the city council from time to time. Advance written notice to all residents shall be given of such a bulky waste collection. The oil may not be handled by the contractor and must be disposed of at service stations specifically allowed to accept waste oil.

(Code 1999, § 5.2.13; Ord. No. 351, § 9, 5-29-2001; Ord. No. 426, § 1, 5-22-2017)

THIS AGREEMENT, made this 11th day of September, 2017, by and between the City of Chatfield, a Minnesota municipal corporation of the Counties of Fillmore and Olmsted, Minnesota, hereinafter called the "City" and William Hanson, of Chatfield, Minnesota, hereinafter called the "Contractor,"

WITNESSETH

WHEREAS, THE City desires to have collection and disposal of refuse, solid waste and recyclable materials within its boundaries handled by a private contractor: and

WHEREAS, Contractor has agreed to perform these services within said City:

NOW, THEREFORE, IT IS AGREED:

PURPOSE OF THE CONTRACT

1. Under this contract, the Contractor shall collect and dispose of all residential refuse and solid waste within the corporate boundaries of the City of Chatfield under the terms, conditions and specifications set forth below. In addition, Contractor shall collect and dispose of all recyclable materials generated by residents within the corporate boundaries of the City of Chatfield.
2. The parties agree that this contract constitutes a license to the Contractor for the exclusive collection, removal and disposal of residential refuse and solid waste within the City of Chatfield. No exclusive license, however, is hereunder created as to recyclable materials or for commercial industrial or institutional customers.

TERMS OF CONTRACT

The terms of this agreement shall be for a period of three (3) years, beginning on the 1st day of October, 2017, and continuing through September 30, 2020. If Contractor fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this contract, it shall be in default and notice in writing shall be given it of each default by direction of the City Council. If Contractor fails to cure such default within thirty (30) days from receipt of such notice, the City may, at its option, terminate and cancel said contract at the end of said 30-day period. Such termination shall not affect or terminate any of the rights of the City against Contractor and its surety or which may thereafter accrue because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to City under law.

DEFINITION OF TERMS

The definitions set forth in the Chatfield Code, Subpart A, Chapter 22, Article II shall be incorporated herein and made a part hereof. In addition, the following definitions shall apply:

1. "Commercial" shall mean a business operating wholly or partly within the City boundaries and shall include residences used to provide care for the young and the elderly as a business on a regular basis.

2. "Industrial" shall mean a manufacturing operation or its equivalent operating wholly or partly within the City boundaries.
3. "Institutional" shall mean any school, church, hospital, nursing home or public building or wholly partly within the City Boundaries.
4. "Disposal" shall mean disposal of any material collected or brought to the designated collections site, such disposal to be done in accordance, with all city, county, state and federal regulations.

REQUIREMENTS OF CONTRACTOR

1. After application and approval by the City Council, the Contractor shall deposit with the City Clerk a performance bond in the penal sum of at least \$50,000.00 conditioned that he will faithfully and continuously provide the refuse and solid waste collection service as provided herein and in the Chatfield Code., subpart A, Chapter 22, Article II, Section 22-27(b).
2. The Contractor shall provide equipment so constructed that the contents will not leak or spill therefrom. The equipment shall be kept clean and as free from offensive odors as possible, and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect refuse. Or solid waste.
3. The Contractor must comply with current and future ordinances of the City of Chatfield and operate within the parameters of the Fillmore and Olmsted County solid waste management plans. Waste collected in Fillmore and Olmsted Counties shall be hauled and transported only to the respective Fillmore or Olmsted County Resource Recovery Centers; or, such other location for disposal or transfer permitted by the provisions of either County's solid waste management plans.
4. Yard and garden waste only may be taken by the Contractor to the City of Chatfield yard waste dump located on Mind Drive situated in the South one-half of the Northeast Quarter, of the Southeast Quarter (S1/2 NE 1/4 SE 1/4) of Section 1, Township 104 North, Range 12 West. All bags and containers of garden and yard waste must be emptied as no plastic bags or other containers shall be deposited at the dump. No other refuse may be dumped or disposed of at said site. (Is this the correct legal at this time??)
5. All other items such as bulky wastes, construction debris, batteries and tires shall be disposed of by the Contractor in deposit sites approved by the City, County and/or State governments. Hazardous wastes shall also be disposed of properly. Contractor shall not handle waste oil.
6. Contractor shall be responsible to pay all tipping and disposal costs at the Fillmore County and Olmsted County Disposal and Recycling Centers, or such other location where such refuse or solid waste may lawfully be disposed of.

TIMES OF COLLECTION

1. Collection and disposal of refuse, solid waste and recyclables shall take place at each residence within the City at least once each week. Contractor, with approval of the City, shall establish

and make public routes and pickup times for each residence. In the event that a regular collection day falls on a holiday, the collection and disposal of refuse, solid waste and recyclables shall occur as soon as possible thereafter. If the holiday falls on a Friday, regular pick up will take place the day before.

2. The employees of the Contractor shall handle all cans and containers with reasonable care, to avoid damage, and replace all cans and containers in an upright position at the alley or curb or near the street edge after such cans or containers are emptied and shall replace lids on all cans and containers. The employees of the Contractor shall also clean up and dispose of any refuse, solid waste or recyclables which may be spilled or which may be lying near the containers due to the employee's negligence.
3. The Contractor shall perform all collection services enumerated under this contract in a neat, orderly and efficient manner and shall provide orderly and courteous personnel in the performance of the provisions of this contract.

COMMERCIAL INDUSTRIAL AND INSTITUTIONAL COLLECTION AND DISPOSAL

1. The Contractor may arrange to pick up and dispose of garbage and refuse from commercial, industrial and institutional establishments within the City and after making such arrangements shall set up times and dates for such pickup and disposal with the establishments involved and shall bill them separately and on his own. This paragraph, however, does not constitute an exclusive right or privilege for such collection in favor of the Contractor if the commercial, industrial or institutional establishment should choose to avail themselves of the services of another hauler who is licensed for such business with the City of Chatfield.
2. Any containers used for collection of garbage or refuse at commercial, industrial and institutional establishments in the City may be owned and maintained by the Contractor and provided on a rental basis to such establishments as part of the collection service.
3. Commercial places which are residences used to provide care for the young or elderly as a business on a regular basis shall be charged at a rate of at least \$13.42 per month and may be billed by the Contractor or by the City at the Contractor's request at the residential rate provided for by the Chatfield Code, Subpart A, Chapter 22, Article II, Section 22-29(a).
4. In addition to the fee provided in (3) herein, the Contractor will be compensated for each customer on a monthly basis, and additional and separate sum representing a motor fuel surcharge, which surcharge shall be computed by reference to information compiled by the Energy Information Agency of the United States Department of Energy, and published on the Department of energy's website at <http://tonto.eia.doe.gov/info/wohdp/diesel.asp>. On the third Thursday of a given month, the average price per gallon of diesel fuel for the four preceding Mondays for the "Midwest" region that is shown on the website shall be determined. From this average price, a "base" price of \$1.50 shall be subtracted. The difference between the average price and base price shall be divided by 0.05, and the product of that calculation multiplied by .0025. This product shall then be multiplied by the monthly fee permitted to be charged hereunder, and that product is the amount of the monthly surcharge, expressed in dollars, that Contractor can charge for the succeeding month.

SUPPLEMENTARY COLLECTION AND DISPOSAL

1. The Contractor shall pick up and dispose of, upon the request of any resident, any bulky waste, batteries, tires, yard and garden wastes, and construction debris and the Contractor shall charge the resident of business separately as agreed upon by them. This does not include any City approved city-wide bulky waste collection. The City and the Contractor shall agree, in advance, to the terms and cost of such a collection. Contractor shall not handle waste oil.
2. The Contractor shall furnish, at his own expense, all necessary trucks, labor and equipment needed to perform the duties enumerated by this contract and the Contractor shall perform such duties in a workmanlike manner.
3. The Contractor shall comply with the provisions of the Chatfield Code, Subpart A, Chapter 22, Article II, Section 22-36.

GENERAL PROVISIONS

1. It is agreed and understood that the Contractor is an independent contractor and is not an employee of the City.
2. The Contractor shall furnish, at his own expense, all necessary trucks, labor and equipment needed to perform the duties enumerated by this contract and the Contractor shall perform such duties in a workmanlike manner.
3. The Contractor shall comply with the provisions of the Chatfield Code, Subpart A, Article II, Chapter 22 as may be applicable to Contractor.

INSURANCE REQUIRED FOR CONTRACTOR

The Contractor shall maintain and shall file with the City, policies and certificates for worker's compensation insurance and liability insurance which shall be effective during the entire period covered under this contract. Such policies of liability insurance shall provide for a minimum of Three Hundred Thousand and no/100ths (\$300,000.00) dollars coverage for injuries or damage to more than one person or their property in each incident or occurrence arising out of the contractor's operations pursuant to this contract. Furthermore, such policies shall meet the approval of the City of Chatfield

TERMS OF PAYMENT FOR RESIDENTIAL COLLECTION

As consideration for this contract, the City hereby agrees to pay the Contractor for collection of refuse, solid waste and recyclables within the City of Chatfield, Minnesota, as follows:

1. A monthly rate of \$11.02 for collection of refuse, solid waste and recyclables will be paid for each occupied residential dwelling within the City of Chatfield.
2. The City shall be responsible to collect their own residential garbage collection fee by whatever

method the City deems feasible. The contractor shall be paid immediately following the first council meeting of each month for the previous month's service.

3. The City shall provide to Contractor a list from time to time of those residences which have requested not to be provided service because the residence is not occupied and no refuse, solid waste or recyclables are placed for collection. No collection services shall be provided to such residence until the resident has notified the city to resume services and they have paid the resumption of service fee. The City shall immediately notify the Contractor when collection service should once again resume at such residence.
4. These rates are subject to such increase as may be mutually agreed upon between the City and Contractor from time to time.

In order to implement a volume based collection and billing system, the Contractor shall offer for sale at a minimum of three (3) retail locations with the City specially marked garbage bags to be purchased by residents to be used for the collection of refuse and solid waste. The cost of such bags shall be \$1.95 for each 33 gallon bag and the cost of each 15 gallon bag shall be \$ 1.45 plus applicable sales tax, which fee includes the bag and collection services. Said rate shall commence as July 1, 2017. These rates would also be subject to change, by resolution of the Council, to reflect any increase or decrease in tipping fees or change of operation in Fillmore and/or Olmsted County Resource Recovery Centers, or such other approved facility used by the Contractor for disposal.

The 33 gallon bags shall contain no more than 40 pounds of material and the 15 gallon bags shall contain no more than 20 pounds of material or the Contractor can refuse collection of such material. Specially marked stickers may be purchased at a rate set by the Contractor and approved by Resolution of the Chatfield City Council for material not fitting in a bag or weighing more than 40 pounds or the Contractor can refuse collection of such material. The Contractor has the right to refuse collection of refuse or solid waste not in the specially marked bags or not having the specially marked sticker thereon. The bags provided by contractor shall be sturdy and able to hold up to the stated weight of matter without tearing or splitting.

5. Contractor shall be entitled to receive and retain any sums received for recyclables.
6. Contractor's first payment hereunder shall be paid after approval at the first City Council meeting in October, 2017. Said payment shall include the month of September, 2017. Each payment thereafter shall be for collection services for the preceding month.
7. In addition to the fee provided in (1) herein, the Contractor will be compensated for each customer on a monthly basis, and additional and separate sum representing a motor fuel surcharge, which surcharge shall be computed by reference to information compiled by the Energy Information Agency of the United States Department of Energy, and published on the Department of energy's website at <http://tonto.eia.doe.gov/info/wohdp/diesel.asp>. On the third Thursday of a given month, the average price per gallon of diesel fuel for the four preceding Mondays for the "Midwest" region that is shown on the website shall be determined. From this average price, a "base" price of \$1.50 shall be subtracted. The difference between the average price and base price shall be divided by 0.05, and the product of that calculation multiplied by .0025. This product shall then be multiplied by the monthly fee permitted to be charged hereunder, and that product is the amount of the monthly surcharge, expressed in dollars, that the

City will pay the Contractor for the succeeding month.

ASSIGNMENT OF CONTRACT

Contractor shall not assign or convey this contract or license to a third party.

CONTINUATION OF AGREEMENT

This said agreement shall renew annually for a three (3) year period unless notice is given at least 120 days prior to June 30 of each year. If said notice of termination is given, then the agreement shall continue for the remaining two (2) years of its term.

IN WITNESS THEREOF, the parties have executed this contract the day year first above written.

City of Chatfield

William Hanson

By

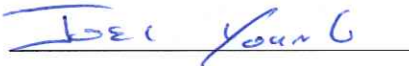
By



Its Mayor

William Hanson

Attest:



Its City Clerk

Chapter 22 SOLID WASTE¹

ARTICLE I. IN GENERAL

Secs. 22-1—22-20. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 22-21. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky waste means a large appliance, piece of furniture or waste material from a source other than construction debris or hazardous waste with a weight or volume greater than appropriate or allowed for in waste containers. The term "bulky waste" does not include tires, batteries, waste oil, or yard and garden material.

City means the City of Chatfield. The term "city" also applies to any appropriate employee or office of the city authorized to act as its agent in handling the pertinent matter.

Construction debris means waste building materials resulting from construction, remodeling, repair or demolition operations.

Contractor or solid waste collector means the individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under contract with the city.

Hazardous waste means waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency as provided in state law.

Nonrecyclable refuse and solid waste means discarded waste materials not otherwise determined to be recyclable in a solid or semi-liquid state including, but not limited to:

- (1) Tires;
- (2) Batteries;
- (3) Yard wastes;
- (4) Bulky wastes;
- (5) Waste oil; and
- (6) Construction debris.

Recyclables means waste materials including: aluminum cans, containers or heavy foil packaging; paper sheets, envelopes, folios, publications; corrugated cardboard and boxboard; glass bottles and jars; plastic bottles and plastic jugs; and scrap aluminum. The term "recyclables" also means and includes any other specifically

¹State law reference(s)—Waste Management Act, Minn. Stat. ch. 115A; littering, Minn. Stat. §§ 169.42, 609.671, subd. 13.

defined items of property from time to time designated as such by ordinance adopted by the county board of commissioners.

Refuse and solid waste means all forms of discarded waste materials in a solid or semi-liquid state including, but not limited to:

- (1) Recyclables;
- (2) Tires;
- (3) Batteries;
- (4) Yard wastes;
- (5) Bulky wastes;
- (6) Waste oil; and
- (7) Construction debris.

Residence means each separate household and/or each unit in an apartment building or mobile home park.

Yard waste means organic plant materials collected from yards or gardens, including leaves, grass clippings, vines and stalks.

(Code 1999, § 5.2.3; Ord. No. 351, § 1, 5-29-2001)

State law reference(s)—Hazardous waste defined, Minn. Stat. § 116.06.

Sec. 22-22. Penalties.

Any person violating the provisions of this Code relating to solid waste collection shall be guilty of a misdemeanor and, in addition, the city may terminate collection services for any person violating the provisions of this article. A contractor need not collect and take into his possession any refuse that is not separated or set out for collection in accordance with the terms of this article. Further, the weekly charge for collection shall still be billed as provided for herein. Unacceptable refuse must be properly sorted as soon as possible and placed for collection and not allowed to accumulate.

(Code 1999, § 5.2.16(A); Ord. No. 284, 1-22-1990; Ord. No. 301, 2-24-1992)

Sec. 22-23. Unlawful deposit.

No person shall bring refuse or solid waste into the city for disposal or otherwise.

(Code 1999, § 5.2.14)

Sec. 22-24. Purpose and intent.

It is the purpose of this article to provide the residents, businesses and commercial establishments of the city, the approved solid waste collector and local government officials with uniform mandatory rules for the collection of refuse and solid waste and the recycling of usable materials. It is the city's intent to comply with and work within the framework of ordinances in effect, and as amended from time to time, in Olmsted and Fillmore Counties, and the state, in the regulation of solid waste collection, and mandatory recycling of usable materials.

(Code 1999, § 5.2.2)

Sec. 22-25. Policy.

It is the city's policy to provide the citizens of the city the most ecologically sound method of waste disposal possible at a reasonable cost.

(Code 1999, § 5.2.1)

Sec. 22-26. Collection contract required.

It shall be unlawful for any person to collect garbage, rubbish, refuse or solid waste, in the city without first entering into a written contract with the city council.

(Code 1999, § 5.2.4)

Sec. 22-27. Approval of contractor.

- (a) Any person desiring to collect garbage, rubbish, refuse, or solid waste in the city shall make application for the same to the city clerk. Said applications shall then be submitted to the city council for its investigation and approval. The application shall, at a minimum, contain the following:
 - (1) The name and address of the applicants;
 - (2) A list of the equipment which he proposes to use in such collection;
 - (3) A schedule of proposed pickup days; and
 - (4) Rate charges.
- (b) If an application is approved by the city council, the applicant shall deposit with the city clerk a performance bond in the penal sum of at least \$10,000.00, conditioned that he will faithfully and continuously provide the refuse and solid waste collection service specified in the application; and each approved contractor shall provide equipment so constructed that the contents will not leak or spill therefrom. The equipment shall be kept clean and as free from offensive odors as possible, and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect refuse.

(Code 1999, § 5.2.5)

Sec. 22-28. Exclusive use.

Every householder or occupant of any dwellinghouse, boardinghouse, apartment house, mobile home or any other place of residence must avail themselves of the city's services and the approved contractor or solid waste collector. Further, all nonresidential places, such as businesses and commercial places must avail themselves of the city-service-approved contractor. In the event the contractor shall not be able to properly dispose of the refuse or solid waste generated by any business or commercial place, such place of business may apply to the city for an exemption in order to be able to use a different contractor for such items.

(Code 1999, § 5.2.6)

Sec. 22-29. Rates and billing.

- (a) *Residential refuse.* The charges and rates for collection of residential refuse and solid waste within the city shall be as established by the city council. A current schedule of such charges shall be kept on file at the city

clerk's office. The residential rate so set by the city council shall include the collection of recyclables and provide a base-hauler fee only for the collection of refuse and solid waste materials within the city, delete compostable provision nonrecyclable material only.

- (b) *Specially marked collection bags for landfill materials.* In order to implement a volume-based billing system, the city approved contractor shall offer for sale at a minimum of three retail locations within the city specially marked garbage bags to be purchased by residents to be used for the collection of nonrecyclable material. The cost of such bags shall be an amount set from time to time by the city council, plus applicable sales tax, which amount includes the bag and collection services. Such bags shall contain no more than 40 pounds of material or the contractor can refuse collection of such material. Specially marked stickers may be purchased at a rate set by the contractor and approved by city council resolution for material not fitting in a bag or weighing more than 40 pounds. The contractor has the right to refuse the collection of nonrecyclable refuse or solid waste not contained in the specially marked bags or not having the specially marked sticker thereon.
- (c) *Residential accounts.*
- (1) Each residence within the city limits shall be billed by the city or its authorized agent for the residential rate for collection services once each month or quarter, as approved by city council resolution.
 - (2) Residences having multiple units such as duplexes, apartment buildings, mobile home parks, etc., shall be billed per unit being occupied and shall be billed to the owner of the real estate on which said units are located. The residential rate shall be charged regardless of whether or not refuse is left for collection.
 - (3) The contractor shall be responsible for the sale of bags and stickers provided for in subsection (b) of this section, the collection of fees therefor, and the payment of any sales tax thereon.
 - (4) Further, the residential rate shall apply whether the property is occupied for all or only part of a month.
 - (5) In order for a resident not to be charged during months in which the residence is not actually occupied, the resident shall give the city clerk at least 15 days notice prior to the first of the month by which service will no longer be requested. Resumption of service shall be made by contacting the city clerk when collection is to commence and by paying a resumption of service fee in an amount to be set by the city council. No collection will commence until the city clerk is notified and the resumption of services fee paid.
- (d) *Commercial accounts.* All others, including businesses and commercial places, and also residences used to provide care for the young or the elderly as a business on a regular basis, shall be billed by the contractor at a rate and in a manner agreed upon in advance by the city-approved contractor and the owner or operator of the business establishment.
- (e) *Bulky items.* Residences, businesses and commercial places which have bulky wastes, construction debris, yard and garden waste, tires, batteries, other than flashlight batteries, to be disposed of, shall be charged an additional fee for such services which will be billed by the contractor.

(Code 1999, § 5.2.7; Ord. No. 351, §§ 2, 3, 5-29-2001)

Sec. 22-30. Assessments.

- (a) Although the occupant of the individual residence or the owner of the multiple-unit residences or mobile home park shall be considered to be the party primarily responsible for payment of any collection fees charged by the city, the service shall be considered to benefit the real property occupied by the consumer.

Therefore, in the event of nonpayment by the consumer or person or business billed, unpaid charges shall be assessed against the property served.

- (b) On or before September 15 of each year, the city clerk shall provide to the city council, a list of unpaid charges for each dwelling or residential unit, and each separate lot or parcel of real estate to which charges are attributable under this article. The city council, by resolution, shall then assess the unpaid charges against the benefited property as a special assessment pursuant to state law.
- (c) The city clerk shall, on or before October 15 of each year, certify the list of unpaid charges to the county auditor for collection along with the current taxes in the following year, in a single installment. The assessment for each unpaid charge shall include a penalty of ten percent of the amount thereof and the total shall bear interest at a rate not exceeding the amount set by law.

(Code 1999, § 5.2.15)

Sec. 22-31. Containers.

All nonrecyclable refuse and solid waste, except that which by its nature cannot fit in a specially marked bag, shall be properly sealed in the bags sold by the city-approved contractor for such material. Recyclables shall be placed for collection in proper containers which must be watertight.

(Code 1999, § 5.2.8; Ord. No. 351, § 4, 5-29-2001)

Sec. 22-32. Separation required.

- (a) All persons within the city limits shall be responsible for the separation of their refuse into the following categories:
 - (1) Recyclables.
 - (2) Nonrecyclable refuse and solid waste.
 - (3) Construction debris.
 - (4) Yard and garden wastes.
 - (5) Tires.
 - (6) Batteries, other than flashlight batteries.
 - (7) Waste oil.
 - (8) Bulky wastes.
- (b) The city council may from time to time by resolution specifically determine what category an item is part of and mandate how such item is to be properly disposed. Yard and garden waste shall not be placed for collection with recyclables or other nonrecyclable refuse and solid waste.

(Code 1999, § 5.2.9; Ord. No. 351, § 5, 5-29-2001)

Sec. 22-33. Separation requirements; recyclables.

Recyclables shall be separated in such a manner as to be free of any other category of refuse and shall be covered and protected from the weather.

(Code 1999, § 5.2.10; Ord. No. 351, § 6, 5-29-2001)

Sec. 22-34. Proper preparation; recyclables.

Proper preparation of each category of recyclable material shall be as follows:

- (1) Aluminum must be rinsed, clean, free of dirt and liquid, but need not be crushed.
- (2) Metal cans must have the paper labels removed, rinsed, and flattened, if possible.
- (3) Glass must be cleaned of all metal rings, lids or caps. Paper labels need not be removed and the glass must not be broken. Colors of glass need not be separated within the same container.
- (4) Paper material must be kept dry and put in a bundle or otherwise secured so as not to blow about.
- (5) Plastics need only be rinsed and flattened, if possible, and secured properly so as not to blow about, any caps should be removed.

(Code 1999, § 5.2.11; Ord. No. 351, § 7, 5-29-2001)

Sec. 22-35. Times and places for collection.

All refuse and solid waste subject to collection by the city's contractor shall be set curbside on the times and dates as prescribed from time to time by city council resolution. The city shall give written notice, whether by a newspaper article or otherwise, of the dates and times of pickup for the various categories of refuse and solid waste to be collected by the contractor. All reusable containers must be removed by the owner from curbside as soon as possible after pickup.

(Code 1999, § 5.2.12; Ord. No. 351, § 8, 5-29-2001)

Sec. 22-36. Required destination of categories.

- (a) All refuse and solid waste collected and picked up within the city, except yard and garden waste, shall be hauled and transported only to: the Fillmore County Resource Recovery Center; the Olmsted County Resource Recovery Center; or, such other location for disposal or transfer permitted by either the provisions of the Fillmore or Olmsted County Solid Waste Management plans.
- (b) Yard and garden waste only may be taken by the contractor or individuals to the city yard waste dump located in the south one-half of the Northeast Quarter of the Southeast Quarter of Section 1, Township 104 North, Range 12 West, Fillmore County, Minnesota. Residential and nonresidential places may dispose of their own garden and yard waste at said dump. All bags and containers of garden and yard waste must be emptied as no plastic bags or other containers shall be deposited at the dump. No other refuse may be dumped or disposed of at said site.
- (c) All bulky wastes, construction debris, batteries, and tires shall be disposed of by private arrangement with the contractor and in deposit sites approved by the city, county, and/or state governments. Hazardous wastes shall also be properly disposed of. Bulky wastes may be placed curbside for collection at the time of any citywide bulky waste collection authorized by the city council from time to time. Advance written notice to all residents shall be given of such a bulky waste collection. The oil may not be handled by the contractor and must be disposed of at service stations specifically allowed to accept waste oil.

(Code 1999, § 5.2.13; Ord. No. 351, § 9, 5-29-2001; Ord. No. 426, § 1, 5-22-2017)

City of Chatfield
Strategic Planning Implementation Report

Date: June 13, 2022

Strategic Direction: *Growing the Community*

Initiative 1: *Develop vision and cost to expand infrastructure to north and west of existing service limits.*

Status: *The City Engineer and Planner have been asked to provide a proposal to assist with the visioning process and to provide cost estimates. A scoping discussion with staff to refine the RFP has been scheduled.*

Initiative 2: *Identify location for Affordable lots.*

Status: We've mapped several lots that appear to be vacant/under-utilized. We've also discussed the definition of "affordable", desirability of certain types of projects over others, etc... We also discussed that even though our current rental units are full/nearly full, their current rent rates are mostly considered affordable especially in comparison to Rochester or constructing new. Chris has been participating in regional workshops to address affordable housing and has presented information on Chatfield to the Rochester Housing Coalition on 6/15. The running consensus is that we really have an inventory problem - we are short on inventory of every kind, which highly impacts affordability. Some of this issue is tied to being able to develop new areas of town/extend infrastructure as very few "infill lots" remain, especially when current zoning districts are considered.

Initiative 3: *Two-car charging station is installed.*

Status: *This is expected to be installed in the parking lot of the Chatfield Center for the Arts by the end of the summer.*

Initiative 4: *Hotel is started.*

Status: Waiting on developer to make a decision on whether or not to move forward. Market study draft is complete and final product will be available in the next week or two (they are making some edits). Study came back very positive with a stronger outlook than in 2015.

We are waiting to hear if the state will pass a tax bill in a special session; our provision to allow the use of TIF is included in the stalled legislation.

School District is interested in talking with the developers about also providing tax abatement, if needed. Olmsted County is not interested in doing so.

Hotel Subcommittee has recommended that the planned private roads for the project become public streets to further assist the project and make the project have a better long term outcome/benefit to the public. We are waiting on the city engineer to provide a cost estimate for a feasibility report on such a project. There are a lot of moving parts at this point, but a fall construction date is still possible.

Initiative 5: *Downtown apartment building is started.*

Status: Approved preliminary zoning requirements for the proposed 63-unit apartment complex on the People's Energy Site. The developers have a list of requirements they need to show are addressed to ensure compliance with zoning and other ordinances, but the developers have until 7/25 to make an application (or request an extension) to the city showing that such items have been addressed. The highest profile item needing refinement is parking, in particular ensuring the ratio of parking spots to units is appropriate, providing off street parking, and site access (1st vs. 2nd Street car access to the building). Resolution to these issues seem within reach for a project of this size. No application for financial assistance (TIF or otherwise) has been made. We could still see groundbreaking in fall 2022.

Initiative 6: *Secure prospects for additional residential lots.*

Status: *The effort to recruit builders/developers is dependent on identifying location for additional lots and review of development standards and/or incentives.*

Strategic Direction: **Leveraging Technology**

Initiative 1: *Students helping with communication*

Status: *Some students have been consulted for their ideas. This initiative will be focused on more in the near future.*

Initiative 2: *Understand Green Step Cities Program*

Status: *The Green Step Cities program manual is in hand and under review.*

Initiative 3: *GIS Interactive map is operational*

Status: *City staff is now able to use the GIS system.*

Initiative 4: *Communications Plan is developed*

Status: *This initiative is on hold with August slated to revisit.*

Strategic Direction: **Building Community Partnerships / Building Human Capacity**

Initiative 1: *Joint Meetings of the City Council, School Board and Chosen Valley Community Foundation*

Status: *This has been deferred to late summer in order to have time to test the web portal being developed.*

Initiative 2: *Community Enrichment Catalogue*

Status: *Two issues of the catalogue have been published. A third publication is slated for the fall.*

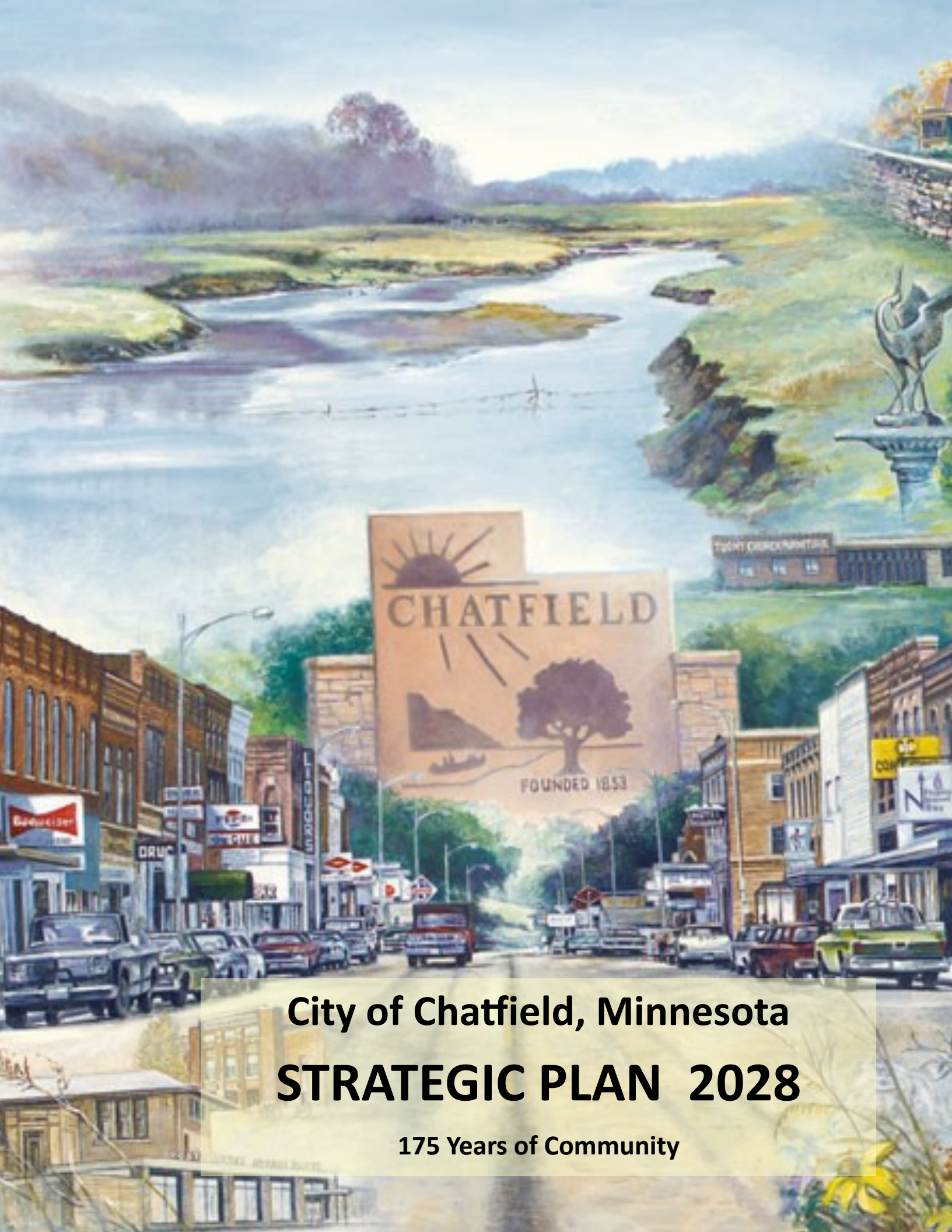
Strategic Direction: *Informing and Empowering Decision Making(ers)*

Initiative 1: *Creating a Non-Profit Resource Hub to help local non-profits: grow their organizations; better reach their intended communities; and increase volunteer involvement and retention. This initiative will incorporate the initiatives related to a Volunteer fair/gala, On-boarding for Volunteers, Celebrating Volunteers, and Joint Meetings of City / School District / Community Foundation.*

Status: *A webpage has been created to be used as the hub. This will host a job description template for use by the local nonprofits. It will be searchable and each nonprofit will have their own log-in so they can update their information.*

Initiative 2: *Host a volunteer gala/celebration to recruit and thank volunteers.*

Status: *An event to celebrate volunteers is not yet planned.*



City of Chatfield, Minnesota
STRATEGIC PLAN 2028

175 Years of Community

City of Chatfield Vision 2028

*The Visioning process looks out into the foreseeable future and imagines what is possible. Chatfield has looked into the future and asked, 'how could we be our best self?' The standards and vision set forth will be relevant for years to come. During the 2021 retreat, the long-term vision focused on what is possible in by 2028.
(the City's 175th year)*

Growing the Economy



In 2028, Chatfield has
Inclusive outdoor
recreation options



In 2028, Chatfield has a
dynamic business
environment for
residents and visitors



In 2028, Chatfield
has an active,
revitalized downtown

Enhancing the Quality of Life



In 2028, Chatfield has
diverse housing
options



In 2028, Chatfield has
sustainable, reliable
infrastructure



In 2028, Chatfield has
safe and efficient
vehicle and pedestrian
routes

Growing People



In 2028, Chatfield has
active, engaged, and
invested citizens



In 2028, Chatfield has
strong, supportive
educational
partnerships

Turning Vision into Strategy

A vision without a plan is just a dream.

Moving from dream to reality: The Process

- What do we want to become?
- What might impede us?
- How do we move past impediments to achieve our vision?
- What steps do we take?



Be a Chatfield Ambassador!

AT THE CITY PARK VISITOR & INFO CENTER

Help highlight all that our community and region has to offer.

Flexible AM or PM shifts, Thursday - Sunday.

Memorial Weekend through mid October.

Contact Sara at info@chatfieldmn.org or 507-273-1776

Choose  **CHATFIELD.MN**



Developing Human Capacity

This strategic direction is designed to help generate the next generation of leaders for the community. It is hoped more people will be involved and will step into boards and commissions when the need arises. When people do step in, they will be ready to contribute.

Initiatives:

- Develop Leaders
- Educate and Involve Citizens



First Year Accomplishments

1. Volunteer fair/gala
2. Onboarding process for volunteers
3. Create "Job Descriptions" for volunteer positions
4. Student members on all boards
5. Group celebration of all volunteers

2-Year Successes

1. New blood in volunteer roles
2. People are well-informed when getting involved
3. New ideas are brought forward
4. Better representation of the overall community is present
5. Community pride is increased
6. Create long-term leadership pipeline

Growing the City



Growing the City

This strategic direction looks to grow the City in a responsible way to add amenities and livability options to current residents and those who might wish to move to Chatfield.

Initiatives

- Promote Development
- Execute on Community Needs
- Provide Incentives



First Year Accomplishments

1. Hotel is started
2. Downtown apartment building started
3. EV charging ports established at CCA (2 car capacity)
4. Prospects for developing lots are secured
5. Location for affordable lots are identified
6. Scope cost for expanding Infrastructure North with developed vision

2-Year Results

1. Hotel build
2. Downtown apartment building is built
3. Electric Vehicles (EV) Car chargers are installed and being used
4. Additional restaurants in town (fast food)
5. Some variety of lots are available for development
6. Specific vision for development is scoped

Building Community Partnerships



Building Community Partnerships

This strategic direction recognizes the need for civil society organizations to collaborate and get on the same page to better serve the community. The emphasis is how to get people together to use the collective wisdom of the community to achieve goals.

Initiatives:

- Facilitate Collaboration



First Year Accomplishments

1. Council meets on a regular basis with School District and Chosen Valley Community Foundation
2. Community enrichment catalogue

2-Year Results

1. Collaboration that is elevated between School/City and Foundation
2. New ideas formed
3. Maintain efficiency of managing community assets
4. Community Education (summer programming cooperation)
5. Awareness and participation in Community Enrichment/Education

Improving and Empowering Decision Making/Makers



Chatfield Alliance
PARTNER, PROMOTE, PROSPER



Improving and Empowering Decision Making/Makers

This strategic direction aims to gather more input from community members before decisions are made. The City has the opportunity to do more things than are feasible, so priorities need to be established and projects done according to community needs and wants.

Initiatives:

- Conduct Research to enhance decision making

son • Preston • Rushford • Rushford Village • Spring Valley • Whalan • Wykoff

Chatfield reviews resident survey

BY KAREN REISNER

kreisner@fillmorecountymnjournal.com

Intern Jordan Boysen detailed the results of a resident survey at their June 25 meeting. The city participated in the State Auditor's Performance Measurement Program. The intention of the survey is to measure the effectiveness of city services and elicit opinions of those services from city residents. Mayor Don Hainlen and councilor Josh Thompson were absent.

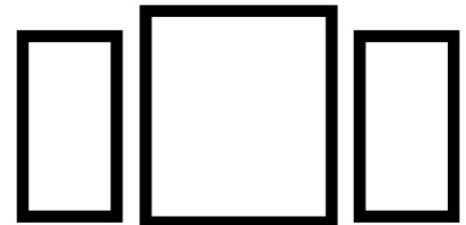
City Clerk Joel Young noted about 1,000 surveys were sent out, from which there were 225 responses. He added that public comment helps out. Space for commentary was next to each question. Boysen said most questions elicited a satisfactory

were the number and condition of empty store fronts and the city's water pressure. Comments were made citing a need for the city to draw in more business.

Most all residents feel safe with less than two percent feeling somewhat unsafe. Residents were generally satisfied with fire protection and the quality of the streets. There was some dissatisfaction with the street surfaces, especially in the west Chatfield area. Although residents were satisfied with the responsiveness of the snow plows, there was some negative comment about snow build-up on sidewalks.

Residents were satisfied for the most part with the water and sewer systems, but there were complaints about the cost. Some suggested there should be

y Jade Sexton



Chatfield
center for the arts

Growing the City

Enhancing Quality of Life

Growing People

First Year Accomplishments

1. Develop routine of interactive polls/surveys
2. Twiford Street Redevelopment Area has feasibility study done

2-Year Results

1. Response rates for comm surveys are up
2. Areas of interest are regularly studied

Leveraging Technology



Leveraging Technology

This strategic direction moves the City toward a more comprehensive approach to interacting with the community. It is expected that the better people are informed, the more engaged they will feel and become. This will lead to better decisions and quicker outcomes.

Initiatives:

- Leverage Technology to Enhance Outreach



First Year Accomplishments

1. Students helping with communications
2. Understand “Green Step” plan from LMC
3. GIS interactive map is up and running
4. Plan and expectations for communications is established

2-Year Results

1. Everyone has the same information
2. Well informed public
3. Our message is amplified beyond the border
4. Created awareness around a “Green Plan”
5. GIS Map is being used “interactive”