Pursuant to the due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on November 6, 2023. Mayor Carlson called the meeting to order at 7:08 p.m., asking everyone to join the Pledge of Allegiance. The following were present for roll call: Council Members Steiner, Oachs, Peterson, Whitlock, City Administrator McCann, Finance Director Ryan, Community Development Director Fischer, Public Works Director Arnold, and Administrative Services Manager-City Clerk Van Genderen.

#### Approval of Agenda

Council Member Steiner moved, seconded by Council Member Oachs, to approve the agenda as presented. Vote on the motion Steiner, Oachs, Peterson, Whitlock, and Carlson, aye, no nays. Motion carried.

Approval of Council Minutes from October 16, 2023, Council Meeting.

Council Member Oachs moved, seconded by Council Member Whitlock, to approve the October 16, 2023, Council Meeting Minutes. Vote on the motion Steiner, Oachs, Whitlock, and Carlson, aye, Peterson Abstain, no nays. Motion carried.

Approval of Council Work Session Minutes from October 16, 2023, Council Work Session.

Council Member Steiner moved, seconded by Council Member Whitlock, to approve the October 16, 2023, Council Work Session Minutes. Vote on the motion Steiner, Oachs, Whitlock, and Carlson, aye, Peterson Abstain, no nays. Motion carried.

# Public Hearing, 7 pm to Consider Project No. 23-07 ABCDEF Sherman Street Improvement Project.

City Engineer Sarff reviewed the Preliminary Engineering Report. The project area is from Sherman Street from South Avenue to Monroe Avenue. The project is in the City's Capital Improvement Plan for 2024. City Engineer Sarff reviewed the existing conditions and the planned improvements. The Sanitary Sewer existing conditions include over 70-year-old sanitary sewer for most of the street, with a few areas having newer systems from the mid-1980s to the early 1990s. Improvements include the replacement of the 70-year-old sanitary sewer with new materials and replacing existing services from the sewer main to the right of way. Property owners will be responsible for any replacement from the right of way to their house if it is deficient.

The existing watermain conditions include some cast iron watermains over 70 years old. Several existing water mains in east-west streets crossing Sherman Street were installed in the late 1980s and early 1990s with ductile irons. The proposed plan is to replace the watermain pipe with plastic. New auto-reading water meters will also be installed as part of the project.

The existing Storm Sewer pipe ranges from 12" to 24" in diameter, with numerous maintenance holes and catch basins. Due to the lack of inlet and pipe capacity, some areas have isolated ponding. The proposed improvements include new inlets and maintenance holes at all intersections and mid-block locations. New storm sewer pipes with a 12" to 24" diameter and the system will be designed to accommodate 10-year design runoff.

Street and surface existing conditions include street widths from South Avenue to Belgrade Avenue at 44' wide, Belgrade Avenue to Garfield Avenue at 40' wide, and Garfield Avenue to Monroe Avenue at 35.7' wide. It is bituminous with a curb and gutter on both sides. The pavement and curbs are in fair to poor condition. South Avenue to Belgrade Avenue is one-way to the south with a dedicated bike lane. Proposed improvements include reconstruction of the existing street with new bituminous pavement and curb and gutter with South Avenue to Belgrade Avenue at 44' wide.

Belgrade Avenue to Garfield Avenue at 40' wide, and Garfield Avenue to Monroe Avenue at 34' wide. The width change accommodates a wider sidewalk and maintains a reasonable boulevard width.

City Engineer Sarff reviewed the existing sidewalk and boulevard widths throughout the street. He noted the Garfield Avenue to Monroe Avenue sidewalk on both sides is not ADA compliant, and the sidewalk will be increased to 5' wide.

There are 29 existing trees within the right of way on Sherman Street. Many of the trees are very large, and in some cases, the base of the trunks fills the entire boulevard. Removing trees in boulevards that are less than 6.5 feet is recommended, along with removing all ash trees. He noted all residents would be offered the opportunity to replace their boulevard trees if their boulevard is wider than 6.5 feet; if their boulevards are too narrow, they will be offered a tree for their yard.

City Engineer Sarff reported the estimated total cost for the project is \$4,240,600, with \$1,070,600 from Municipal State Aid Advance and the remaining \$3,170,000 from City/Special Assessment Cost. He reviewed the assessment process and noted that the calculated assessments for properties were approximately \$12,700 to \$51,000. He indicated that in previous years, the Council capped the assessment for properties. City Engineer Sarff stated that City staff continues to evaluate the proposed assessment caps. The current proposal is for residential properties with no sewer or water service from Sherman Street to have a cap of between \$7,000 and \$8,500. Residential properties with sewer and water services from Sherman Street have a cap of between \$9,000 to \$11,000.

City Engineer Sarff reviewed property owner access during the construction project and noted that during the construction process, those with driveways on Sherman Street will not be able to access their driveway during most of the construction process. There may be limited water service disruptions to install and connect the temporary water service to the permanent service. There should be no interruption to sewer service.

David Viscoli, 543 Nicollet Avenue, expressed concern about the removal of the trees and requested reconsidering the removal of the trees. He also asked to have consideration made to traffic calming before the on-ramp to 169 at the end of Sherman Street.

Francis Long, 738 Sherman Street, appeared before Council and stated she is on a corner lot and is concerned about the assessment and how it is figured. City Engineer Sarff stated that according to the assessment policy, the corner lots are assessed 50% for the long side and 100% for the short side; typically, the City Council caps will reduce the costs.

Public Works Director Arnold responded to the concerns about the trees, noting that it is not the desire to remove trees but there are several factors that need to be considered, including the fact that the roots will be cut during the reconstruction process and will either kill or weaken the tree making it a danger. Public Works Director Arnold stated staff would be reviewing possible road-calming options for the portion of Sherman Street that is one way to the on-ramp. Discussion was held about possible options for the trees. Council Member Peterson asked for clarification on corner lots and where the construction will end. City Engineer Sarff noted that there is still some discussion.

A resident from the corner of Grant Avenue and Sherman Street stated she moved to her current residence for the trees. As presented, she will lose three trees during the process and will not be eligible to replant them due to overhead powerlines. She asked if there was an opportunity to replace her trees with shorter trees that would not reach the powerlines. Public Works Director Arnold stated staff is reviewing tree options.

#### **Public Comments**

Tom Hagen, 927 Lake Street, appeared before Council and stated as a landlord, in 2023, he is required to install auto-read meters for \$187.00 per meter. He stated he stopped payment on the water meters that the City of North Mankato installed because he wanted to know why Mankato's meters

were only \$155.00. He had read in the Free Press that Mankato's meters were \$155.00 and wanted North Mankato staff to tell him why the meters were less expensive in Mankato. He said the staff finally let him know that Mankato's meters are actually \$310.00, not the \$155.00 that was reported in the Free Press. He said he has now, seven months later, paid for his meters that were installed at the beginning of 2023. He also paid for one installation fee, not three. Public Works Director Arnold stated the City has maintained that we charge the resident the direct cost of the meter.

Barb Church, 102 Wheeler Avenue, appeared before the Council and stated she is not pleased with the budget and thinks the Council is trying to correct 9 years of mistakes. She questioned the fee for the meter installation of \$42.00, stating that is what was in the code.

City Administrator McCann stated the City Code does not reference a fee for the meters. It just states staff may install the meters. He noted the \$42.00 is per meter per property, not separate properties. He commented that Mr. Hagen originally claimed he was not going to pay for the meters because the Council was considering taking over the cost of the meters, he later changed the reason he was not paying for the meters due to him wanting City staff to tell him why Mankato's meters were less expensive.

#### **Consent Agenda**

Council Member Whitlock moved, seconded by Council Member Steiner, to approve the Consent Agenda.

- A. Bills and Appropriations.
- B. Res. No. 72-23 Accepting Donations/Contributions/Grants.
- C. Approved Cannabinoid License for O2 LLC d/b/a Spinners Bar & Grill, 301 Belgrade Avenue.
- D. Approved Mobile Food License for Feed Your Soul, LLC, d/b/a Unbakeable, 4122 Shelly Court, New Market, MN 55054.
- E. Approved the Quote for North Mankato Police Department Controls Upgrade and Authorize the City Administrator to Enter into an Agreement with Horwitz for \$88,065.00.

Vote on the motion Steiner, Whitlock, and Carlson, aye, Oachs abstain, Peterson nay. Motion carried.

#### **Business Items**

Res. No. 73-23 Ordering Improvement and Preparation of Plans for Project No. 23-07 ABCDEF Sherman Street Improvement Project.

Council Member Steiner moved, seconded by Council Member Oachs to Adopt Res. No. 73-23 Ordering Improvement and Preparation of Plans for Project No. 23-07 ABCDEF Sherman Street Improvement Project. Vote on the motion Steiner, Oachs, Whitlock, and Carlson, Peterson aye, no nays. Motion carried.

Set Public Hearing for 7 pm, November 20, 2023, to Consider an Ordinance Amending City Code Chapter 130 General Offenses to Include Chapter 130.12 Possession of Edged Weapons on Public Property.

Police Chief Gullickson stated the ordinance would prohibit the carrying of machetes, hatchets or other large edged weapons on public property as it can be concerning when someone is carrying something that could be perceived as a weapon. It would not prevent the use of the tools on private property.

Council Member Oachs moved, seconded by Council Member Steiner to Set Public Hearing for 7 pm, November 20, 2023, to Consider an Ordinance Amending City Code Chapter 130 General Offenses to Include Chapter 130.12 Possession of Edged Weapons on Public Property. Vote on the motion Steiner, Oachs, Whitlock, and Carlson, Peterson aye, no nays. Motion carried.

Set Public hearing for 7 pm November 20, 2023, to Provide Public Comment Concerning the Use of Body Worn Cameras.

Police Chief Gullickson stated the Police Department would purchase Body Cameras and implement their use in early 2024. State Statute requires the department to obtain public comment before implementing the cameras. He stated the City would accept public comment on the City website and offer a public comment period at the next Council Meeting on November 20, 2023.

Council Member Steiner moved, seconded by Council Member Oachs, to Set a Public Hearing for 7 pm November 20, 2023, to Provide Public Comment Concerning the Use of Body Worn cameras. Vote on the motion Steiner, Oachs, Whitlock, and Carlson, Peterson aye, no nays. Motion carried.

#### **Open Forum**

Tom Hagen, 927 Lake Street, appeared before the Council and stated he did not believe he should pay \$42.00 per installation of his three meters but rather only pay one installation fee.

#### City Administrator and Staff Comments

City Administrator McCann reported the Nicollet County North Mankato Liaison committee met and discussed Public Works Facilities, used vehicles, and the Traverse des Sioux Library.

City Administrator McCann reported the ASA Board Meeting discussed the updated schedule and resolved EPA violations.

Administrative Services Manager-City Clerk Van Genderen reminded everyone that the Special Election for the ISD 77 Referendum would occur on November 7, 2023. Voting is from 7:00 am to 8:00 pm. She thanked the election judges for their service.

#### **Mayor and Council Comments**

Council Member Oachs requested drivers be aware of pedestrians as it is dark earlier.

Council Member Peterson reminded residents to put their leaves on their boulevard, not the street.

Mayor Carlson stated he attended the NicBluCares bell ringing event.

Mayor Carlson invited 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup>, graders to participate in the League of Minnesota Cities Mayor for a day essay contest.

At 8:20 p.m., on a motion by Council Member Steiner, seconded by Council Member Oachs, the Council Meeting was adjourned.

	Mayor	
City Clerk		

#### **COUNCIL WORK SESSION November 6, 2023**

Under due call and notice thereof, a Council Work Session of the North Mankato City Council was held in the Council Chambers on November 6, 2023. Mayor Carlson called the meeting to order at 6:00 p.m. The following were present for roll call: Council Members Steiner, Oachs, Peterson, Whitlock, City Administrator McCann, Finance Director Ryan, Public Works Director Arnold, and Administrative Services Manager-City Clerk Van Genderen.

#### **Budget Work Session: Final Budget Review**

Finance Director Ryan reported the budget overview included in the packet reflects the changes requested by the Council. Several changes have been made to the budget, including adding a capital levy and moving items out of the general fund, adding a new department in the general fund to track event expenditures accurately, and changing the coding of items for the Caswell fund based on the recommendation of the department analysis that was completed this year. She noted that in September, the council approved a preliminary levy of \$8,752,092 or 45.528% after looking at several different options. The levy amount is an increase of 12.93% from 2023; however, it is only a 1.5% tax rate change. For a house valued at \$344,600 would have an increase of \$20.34 a month or \$244 a year. Items included in the levy are vehicles, a parks mower, an increase to mill and overlay for streets, 3.5 new positions (Drug Task Force Agent, IT Coordinator, Environmental Tech, and Full Time Police Secretary), a new roof for Fire Station 2, work at several parks, an increase to bus transit costs, and upgrades for the All Seasons Arena. It was noted that the highest rate was in 2013, at 54.57%. The City worked to decrease that rate, and in 2023, there was a large decrease of 3.8%. The proposed rate in 2024 of 45.528% is lower than it was in 2022. Compared to similar cities, North Mankato's levy rate is still below the average. The utility rates in 2024 include a \$2.00 rate increase. With \$0.50 to the water base rate, \$0.75 to the garbage rate, and \$0.75 to the base stormwater rate. These fees will allow the City to remove the online payment fees, do upgrades at the brush site, fund the Environmental Tech position, do repairs at the lift station, and more. The 2024 price of \$90.86 for an average North Mankato utility bill is at the bottom quarter of utility costs compared to similar cities.

Council Member Peterson stated he was pleased with where the budget was sitting. The City has several obligations that must be met, including the All Seasons Arena and the transit agreement. The City needs to provide their support for those obligations. Council Member Oachs asked if the City knew what the County was thinking for their taxes. City Administrator McCann reported that the County is considering a 3% or 4% but keeping the rate relatively flat. Council Member Steiner acknowledged that the City may need to increase with continued price increases. Mayor Carlson stated he did not see any major red flags. The City is investing in the departments with body cameras and other necessary improvements. Parks and improvements provide for the quality of life. Council Member Whitlock stated that since he has been on the Council, they have tried to hold the levy down and still provide essential services, but the City needs to do things to continue in the right direction.

#### **Enterprise Proposal**

Public Works Director Arnold stated the proposal is in response to an aging fleet and providing an alternative method to replace the aging fleet. He invited Wong Nystrom from Enterprise Fleet Management to review the proposed plan. Mr. Nystrom reviewed the age of the fleet, noting that 31 vehicles are over 10 years old; he noted it was one of the oldest fleets he has seen. The proposal would recommend a cycle point and creating replacement criteria. He stated Enterprise can help navigate the supply chain and has more buying power to obtain the vehicles.

#### **COUNCIL WORK SESSION November 6, 2023**

Enterprise has also met the competitive bid requirement. He stated they are reviewing 49 vehicles with a current cycle of 16 years and maintenance of \$134.06 a year. The plan focuses on light vehicles and would reduce the maintenance cost to below \$73.81. The plan proposes replacing 25 vehicles in 2024 for \$323,699 within the current proposed budget, so the City would obtain 3xs the number of vehicles for \$60,000 less than budgeted to help catch up the fleet. He anticipates that the new vehicles will have better fuel efficiency and lower maintenance expenses. The proposal proceeds to obtain six vehicles in 2025 and three in 2026. Mr. Nystrom noted that for new clients, there is a 10% down required.

Council Member Whitlock asked if when the vehicle is returned, it is based on mileage or age. Mr. Nystrom stated the main factor is resale value; look at the maintenance records, fuel costs, resale value, and replacement costs. He stated Enterprise sells on the City's behalf, and the City gets the equity.

City Administrator McCann asked how Enterprise can acquire vehicles. Mr. Nystrom noted that they usually fulfill at over 80%. He also noted that from his current understanding, insurance should be cost-neutral. Mayor Carlson asked staff their initial thoughts. Finance Director Ryan stated the company worked within their current budget numbers, and as far as she could tell, it seemed sound. City Administrator McCann stated he was skeptical at first, but it seems to be a good option.

#### **Public Smoking Restrictions**

City Administrator McCann reported the ordinance would update the language in the City Code to prohibit smoking of any kind within 25 feet of a property that has posted a no-smoking sign and within 25 feet of any public building or facility in which smoking is banned. City Administrator McCann stated that with no additional requested changes, the Ordinance would go before the Council to set a Public Hearing.

#### **Compost Site Regulations**

City Clerk

Public Works Director Arnold stated the proposed ordinance stems from continued issues and complaints of non-residents using the site and commercial dumping. The current City Code prohibits the dumping of trash but does not address residency. He stated with the current proposed ordinance, there are some continued issues. Public Works Director Arnold stated there are concerns about if a non-resident is assisting a resident and how that can be managed. He also noted that the ordinance does not limit use to strictly those who pay recycling fees where the services are budgeted. Discussion was held about naming the site a residential compost site, eliminating the issue of commercial use. Staff reported if the ordinance can be modified to address the discussed issues, they would bring the ordinance to the next Council Meeting to set a Public Hearing.

Council Member Steiner moved, secondo Council Work Session at 6:56 p.m.	ed by Council Member Oachs, to adjourn the
	Mayor

# The Free Press THE LAND

418 S Second Street, Mankato, MN 56001 www.mankatofreepress.com phone: (507) 344-6314

## Affidavit of Publication

#### STATE OF MINNESOTA, COUNTY OF BLUE EARTH. SS.

Steve Jameson, being duly sworn, on oath states as follows: 1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law. including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 11/10/23, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice: abcdefghijklmnopgrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 38.53.

5. Pursuant to Minnesota Statutes §580.033 relating

to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Public Notice
November 10, 2023
NOTICE OF PUBLIC HEARING
CITY OF NORTH MANKATO
COUNTY OF NICOLLET
STATE OF MINNESOTA
NOTICE IS HEREBY GIVEN
that the City Council of the City
of North Mankato, Minnesota,
will hold a public hearing on
Monday, November 20, 2023, at a
meeting of the Council beginning

meeting of the Council beginning at approximately 7:00 p.m. at the North Mankato Municipal Build-ing, 1001 Belgrade Avenue, North Mankato, Minnesota, to consider amendments to Chapter 130 General Offenses to Include Chapter eral Offenses to Include Chapter 130.12 Possession of Edged Weapons on Public Property. To view the complete ordinance, please visit <a href="https://www.northmankato.com">www.northmankato.com</a> or call 507-625-4141. All inferested persons may appear at the public hearing and present their views orally or in writing.

Dated:

This 6th day of November 2023.
BY ORDER OF THE NORTH MANKATO CITY COUNCIL April Van Genderen City Clerk

FURTHER YOUR AFFIANT SAITH NOT.

Steve Jameson, Publisher

Sworn to and subscribed before me, this day 11/10/2023

Notary Public

MELIC S THOMAS NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/202

#### NOTICE OF PUBLIC HEARING

# COUNTY OF NICOLLET STATE OF MINNESOTA

**NOTICE IS HEREBY GIVEN** that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, November 20, 2023, at a meeting of the Council beginning at approximately 7:00 p.m. at the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, to consider amendments to Chapter 130 General Offenses to Include Chapter 130.12 Possession of Edged Weapons on Public Property. To view the complete ordinance, please contact the City Clerk.

All interested persons may appear at the public hearing and present their views orally or in writing.

Dated: This 6<sup>th</sup> day of November 2023.

BY ORDER OF THE NORTH MANKATO CITY COUNCIL

/s/April Van Genderen April Van Genderen City Clerk

# ORDINANCE NO. \_\_\_\_\_\_ CITY OF NORTH MANKATO NICOLLET COUNTY MINNESOTA

#### AN ORDINANCE AMENDING THE NORTH MANKATO CITY CODE

WHEREAS, the City Council of the City of North Mankato is the official governing body of the City of North Mankato, Minnesota ("the City");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, does hereby ordain as follows:

<u>Chapter 130, General Offenses</u> of the Code for the City of North Mankato, shall be amended by adding the additional section.

Section 130.12 Possession of edged weapons on public property.

- (1) Prohibited Activities: No person shall keep, carry or have in their possession on any public property, public street, or sidewalk, or being a trespasser upon the premises of another any knife, machete, ax, hatchet, spear or other items with a sharpened blade or other surfaces, except for the possession of knives with blades of less than four inches and that can be folded into a base or are kept in a sheath.
- (2) Exception: This section shall not apply to any military or public safety personnel, city employee, utility provider, or other such person through the scope and course of their employment and performing official duties.
- (3) A violation of this section shall constitute a misdemeanor (NMCC 10.99)

**Effective date.** This section becomes effective on the date of its publication or upon the publication of the Ordinance.

PASSED AND ADOPTED of, 2023.	by the City Council of the City of North Mankato, thisday
	Mayor
ATTEST:	
City Clerk	

### **BODY-WORN CAMERAS**

The North Mankato Police Department will be implementing body-worn cameras in early 2024. According to Minnesota State law, all "local law enforcement must provide for public comment before it purchases OR implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide for public comment at a regularly scheduled meeting."

#### **Public Comment**

The written draft policies are now available for public comment. If you would like to make comments, please submit them via the North Mankato website at <a href="www.northmankato.com">www.northmankato.com</a>. Public comment will be accepted from Monday, November 6<sup>th</sup>, 2023, to Friday, November 17<sup>th</sup>, 2023.

The body-worn camera policy will also be available for comment at the City Council meeting on Monday, November 20<sup>th</sup>, at 7 p.m., at North Mankato City Hall.



# NORTH MANKATO POLICE DEPARTMENT Body Worn Camera Policy # 7a

Date Issued:

Pages: 12

Revision Dates: None

#### **Purpose**

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and the management, access, storage, retrieval, retention, and the administering of the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving. We also recognize and understand that not every aspect of an incident will be captured by a BWC, but it is another form of supporting documentation of an incident.

#### **Policy**

It is the policy of the North Mankato Police Department (the "Agency") to authorize and require the use of Agency-issued BWCs as set forth below, and to administer BWC data as provided by law. This policy does not apply to squad-based (dash-cam) recording systems. The Chief or his/her designee may provide specific instruction to an officer assigned to a specialty unit or assignment such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

#### **Definitions**

A. *Adversarial*: A law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, shouting or body posturing. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.

- B. **Body-Worn-Camera** (BWC): A camera worn on an individual officer's person that records and stores audio and video.
- C. **BWC** Administrator: Typically, a supervisor or a designee, who assigns, tracks, and maintains BWC equipment, oversees needed repairs or replacement equipment through the vendor, controls user rights and access, and acts as a liaison with the vendor.

- D. *Evidentiary Value:* The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision. Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by an officer of this agency of sufficient degree or under circumstances triggering a requirement for supervisory review or RTR. Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property. The incident involved an adversarial encounter or resulted in a complaint against the officer. The recording has potential evidentiary value for reasons identified by the officer at the time of labeling.
- E. General Citizen Contact: An informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- F. Law Enforcement-Related Information: Information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- G. MGDPA or Data Practices Act: The Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- H. Official Duties: For purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this Agency.
- I. *Records Retention Schedule*: The General Records Retention Schedule for Minnesota Cities located at https://www.mcfoa.org/resources/Documents/2021 Retention Schedule.pdf.
- J. Unintentionally Recorded Footage: A video recording that results from an officer's inadvertence in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- K. Critical Incidents: situations involving most or all of the following circumstances:
  - Officer involved use of deadly force;
  - Death or serious injury to the officer or another;
  - A review of the officer's conduct for compliance with criminal laws is likely to occur regardless of whether there is a citizen complaint;
  - It is foreseeable that the event will result in at least some degree of media interest or public scrutiny toward the agency and officer(s); and
  - The circumstances will warrant due consideration for the emotional health and well-being of the officers involved.

#### **Objectives**

The North Mankato Police Department has adopted the use body worn cameras to accomplish the following objectives:

- To enhance law enforcement officer safety.
- To document statements and events during an incident.
- To enhance the officer(s) ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation.
- To preserve audio and visual information for use in current and future investigations.
- To provide a tool for self-critique and field evaluation during LEO training.
- To enhance the public trust by preserving factual representations of law enforcement officercitizen interactions in the form of audio-video recordings.
- To assist with the defense of civil actions against law enforcement officers and the City of North Mankato.
- To assist with the training and evaluation of law enforcement officers.
- To promote and enhance safe vehicle operation.

#### **Use and Documentation**

- A. All licensed Officers, Investigators and Administrators ("Officers") are required, while on duty and investigating a call for service, to wear their Agency-issued BWCs and follow this policy. This also includes performing law enforcement activities under the command and control of another law enforcement officer or federal law enforcement official.
- B. Officers may use only Agency-issued BWCs in the performance of official duties for this Agency or when otherwise performing authorized law enforcement services as an employee of this Agency.
- C. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall power on their BWC upon the start of their shift and ensure their assigned BWC is functioning properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the BWC Administrator. The officer shall then use a spare BWC that has been tested and is operating properly. The BWC Administrator shall take prompt action to address malfunctions and document the steps taken in writing.
- D. Officers should wear their issued BWCs at or above the mid-line of the waist in a position that maximizes the recording system's capacity to record video footage.
- E. Officers must document BWC use and non-use as follows:
- 1. Whenever an officer makes a recording, the existence of the recording shall be properly categorized and labeled.
- 2. Whenever an officer fails to record an activity that is required to be recorded under this policy or fails to record when the officer should have reasonably known to activate the BWC, the officer shall document the circumstances and reason for not recording in the officers incident report and notify their immediate supervisor. The supervisor shall review the circumstances and initiate corrective action.

- F. The Agency will maintain the following records and documents relating to BWC use, which are classified as public data:
  - 1. The total number of BWCs owned or maintained by the Agency;
  - 2. A daily record of the total number of BWCs actually deployed and used by officers;
  - 3. The total amount of recorded BWC data collected and maintained; and
  - 4. This policy, together with the Records Retention Schedule.

#### General Guidelines for Recording

- A. Officers shall activate their BWCs when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, felony inprogress calls, *Terry* stops of motorists or pedestrians, arrests, searches, suspect interviews, and interrogations, and during any police/citizen contact that becomes adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so or may cause harm to themselves or the public, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (E)(2) (above).
- B. Except as otherwise directed, officers have discretion to record or not record incidental citizen contacts. If designated Brady-Giglio impaired, officers must activate BWC when responding to all calls for service and all general citizen contacts regardless of the circumstance.
- C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded. However, if asked, officers shall advise citizens they are being recorded.
- D. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.
- E. Officers are allowed to mute the recording by using the mute button. Officers must describe why they are muting the conversation prior to doing so and can be done during Supervisor conferences or tactical preplanning.
- F. Not withstanding any other provision of this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post shift time in locker rooms, during meals or breaks, during shift briefing or other meetings, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

#### **Special Guidelines for Recording**

- A. Officers may, in the exercise of sound discretion, determine:
  - 1. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value unless such

recording is otherwise expressly prohibited.

- 2. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.
- B. Officers shall use their BWCs and squad-based audio/video systems to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise BWC's shall not be used to record inside these facilities.
- C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs are recommended to be activated to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors to be attributable to the mental health issue.
- D. Officers are prohibited from using Agency-issued BWC equipment for personal use and are prohibited from making and/or disseminating personal copies of recordings created while on duty or while acting in their official capacity.
- E. There shall be no audio or video recordings made in any court of law, unless authorized by a Judge (Minn. Court Rule 4, General Rules of Practice).

#### **Documenting BWC Use**

If any incident or video statements are recorded with the BWC system, the existence of that recording shall be documented in the officer's report.

#### **Cessation of Recording**

- A. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. A statement on camera such as, "Everything has settled down and the action appears to be over" should often suffice as a statement of reasons for stopping to record.
- B. Recordings may be ceased during long term non-enforcement activities such as waiting for a tow truck, providing emergency lighting at traffic accidents, or other similar situations. Officers shall state the reasons for ceasing the recording on camera before deactivating their BWC.
- C. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

#### Uploading and Labeling Data

A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to designated cloud-based storage by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of all BWCs off all officers involved in the incident and assume responsibility for transferring the data from it.

B. Officers shall label the BWC data files at the time of video capture or transfer to storage and should consult with a supervisor if in doubt as to the appropriate labeling. Officers shall label each file with the Case # and description using the appropriate labels assigned by the agency:

#### Categorization and Retention

Category	Category Description	
Administrative	Internal affairs complaints or performance documentation	6 years
Adversarial Contact	See Definitions; (A), Page 1	2 years
Critical Incident	Full, unedited and unredacted of the entire recording	Indefinite
Evidence	See Definitions; (D) Page 2	7 years
		Homicides: Permanent
Miscellaneous	Tests, training, erroneous recordings, etc.	180 days
Non-enforcement contact	Directing traffic, funeral escort, motorist assist, medicals, generalized call for service, etc	180 days
Officer Injury  Injury is sustained by Officer as a result of assault or accident		7 years
Traffic Stop- Citation	Traffic stop where a citation is issued.	3 years
Traffic Stop- Warning	Traffic stop where a warning is issued.	180 days
Transport Transport not because arrest. E.g.; mental he courtesy rides, etc.		180 days

Warrant Arrest	Arrest and transport of subject on warrant with no local	180 days
	charges	

- C. An officer shall notify the BWC administrator and Administrative Support Coordinator of files which they believe contain the likely presence of information about individuals whose identities may be legally protected under the MGDPA, which protects them from being disclosed to others, or any unintentionally recorded footage. Examples of such include:
  - 1. Victims and alleged victims of criminal sexual conduct and sex trafficking.
  - 2. Victims of child abuse or neglect.
  - 3. Vulnerable adults who are victims of maltreatment.
  - 4. Undercover officers.
  - 5. Informants.
  - 6. When the video is clearly offensive to common sensitivities.
  - 7. Victims of and witnesses to crimes if the victim or witness has requested not to be identified publicly.
  - 8. Individuals who called 911, and service subscribers whose lines were used to place a call to the 911 system.
  - 9. Mandated reporters.
  - 10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
  - 11. Juveniles who are or may be delinquent or engaged in criminal acts.
  - 12. Individuals who make complaints about violations with respect to the use of real property.
  - 13. Officers and employees who are the subject of a complaint related to the events captured on video.
  - 14. Other individuals whose identities the officer believes may be legally protected from public disclosure.
- D. Labeling and flagging designations may be corrected or amended based on additional information by a ranking officer or their non-sworn designee.

#### **Other Retention Requirements**

- A. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- B. Upon written request by a BWC data subject, the Agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 1 year. The Agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- C. The Agency shall maintain an inventory of BWC recordings having evidentiary value.
- D. The Agency will post this policy, together with a link to its Records Retention Schedule, on its website.

#### Management of BWC Data:

The BWC Administrator is responsible for:

- A. Logs reflecting BWC equipment assignments, serial numbers, dates of issuance, and the officers to which each BWC was issued. These may be managed in a vendor-supplied software or another format designed by the BWC Administrator.
- B. Ensuring that BWC policies and procedures are reviewed and updated as needed.
- C. Ordering of all BWC equipment.
- D. Corrective action for non-functioning BWC equipment.
- E. Coordinating bi-annual independent audits.

#### **Administering Access to BWC Data:**

- A. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:
  - 1. Any person or entity whose image or voice is documented in the data.
  - 2. The officer who collected the data.
- 3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.
- B. **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
- 1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
  - 2. Some BWC data is classified as confidential (see C. below).
  - 3. Some BWC data is classified as public (see D. below).
- C. **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the "private" classification listed above and the "public" classifications listed below.
- D. **Public data.** The following BWC data is public:
- 1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.

- 2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
- 3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted. In addition, any data on undercover officers must be redacted.
  - 4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

- E. Access to BWC data by non-employees. Officers shall refer members of the media or public seeking access to BWC data to the Chief of police or his/her designee and/or the City's responsible authority, who shall process the request in accordance with the MGDPA and other governing laws. In particular:
- 1. An individual shall be allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:
  - a. If the data was collected or created as part of an active investigation.
- b. To portions of the data that the Agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.
- c. Parties other than the data subjects may request body camera recordings after obtaining written authorization from all data subjects specified.
- 2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:
  - a. Data on other individuals in the recording who do not consent to the release must be redacted.
  - b. Data that would identify undercover officers must be redacted.
  - c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.
- F. Access by peace officers and law enforcement employees. No employee may have access to the Agency's BWC data except for legitimate law enforcement or data administration purposes:
- 1. Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident, except in the case of critical incidents as outlined below:

- 2. The North Mankato Police Department recognizes that video and audio recordings from an event will likely contain more information than officers could perceive or take into account at the time of taking action, and there will therefore likely be differences between officers' recollection of events and what is captured by a digital recording device. Unless directed otherwise by the chief or chief's designee, the North Mankato Police Department will utilize the following procedures in an effort to assure that digital evidence is fairly used and considered in the course of investigations into critical incidents:
  - a. The North Mankato Police Department's video and audio recordings of an event will not be made available to an officer for review prior to the officer's statement to investigators.
  - b. The North Mankato Police Department expects that digital recordings will be used in a fair manner and to arrive at an accurate understanding of the incident and the officer's actions, based on what was perceived by and known to the officer at the time of acting. This agency will utilize the following procedures and communicate these procedures to any outside Investigating Agency:
    - -The officer will be reminded at the outset of the interview that differences between digital recordings and the officer's memory are to be expected;
    - -The officer, together with the officer's attorney, will be provided with an opportunity to review and reflect on relevant digital recordings before the interview has been concluded; and
    - -The officer will be provided with a fair opportunity to address any additional issues or concerns that arise from consideration of the digital evidence.
- G. This specific section of this policy does not govern officers' review or use of digital evidence in matters other than critical incidents, such as in the course of preparing reports in arrest situations.
- H. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this Agency to public and social media websites.
- I. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

#### J. Other authorized disclosures of data.

- 1. Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition:
- 2. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.

- 3. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.
- 4. Unless there is any law to the contrary, when an individual dies as a result of a use of force by a peace officer, an involved North Mankato Police Officer's BWC recordings must be allowed to be inspected, upon their request, all recording system data redacted no more than what is required by law, documenting the incident within five days of the request except as other provided in this section and in section 5.
  - a. The deceased individual's next of kin; and
  - b. The legal representative of the deceased individual's next of kin; and
  - c. The other parent of the deceased individual's child

The North Mankato Police Department may deny a request if it is determined that there is a compelling reason that inspection would interfere with an active investigation. If access is denied, the Chief of Police must provide a prompt, written denial to the individual who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the District Court pursuant to section 13.82, subdivision 7.

5. Unless there is any law to the contrary, when an individual dies as a result of a use of force by a peace officer, the North Mankato Police Department shall release all BWCs recording of the involved North Mankato Police Officer(s), redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the Chief of Police asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subd. 7.

#### **Data Security Safeguards**

- A. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view Agency BWC data unless specifically approved by the Chief of Police.
- B. Officers shall not intentionally edit, alter, erase, or destroy any recording made with their BWC or data or metadate related to the recording prior to the expiration of the applicable retention period under section 13.825, subd. 3 except that full, unedited and unredacted recording of a peace officer using deadly force must be maintained indefinitely.
- C. As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this Agency shall obtain an independent biennial audit of its BWC program.

#### **Agency Use of Data**

A. Supervisors shall randomly review BWC usage by each officer to ensure compliance with this policy and to identify any performance areas in which additional training or guidance is required.

- B. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.
- D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

#### **Biennial Audit**

The North Mankato Police Department shall arrange for a biennial audit and report of the agency's BWC camera system and usage pursuant to §13.825 Subd. 9.

#### Compliance

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

The Minnesota Board of Peace Officer Standards and Training has authority to inspect the North Mankato Police Department's policies to ensure compliance with Minnesota State statutes. The MN POST Board may conduct an inspection based upon a complaint it receives concerning the North Mankato Police Department or through a random selection process. The Board may impose licensing sanctions and see injunctive relief under section 214.11 for failing to comply with the law.



## **Check Report**

By Vendor Name

Date Range: 11/20/23

### MINNESOTA

MINNESUIA						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP		44 /20 /2022	B 1 .	140	400.00	
03444	ALLEN, THOMAS	11/20/2023	Regular	0	198.25	98275
00093	ARNOLD'S OF MANKATO, INC.	11/20/2023	Regular	0	1,789.10	98276
03819	BAKER, JOHN	11/20/2023	Regular	0	97.50	98277
02783	BALLISTIC DEFENSE LLC	11/20/2023	Regular	0	400.00	98278
00136	BENCHS	11/20/2023	Regular	0	80.00	98279
03228	BICKETT, WILLIAM	11/20/2023	Regular	0	97.50	98280
02414	BULLERT, DAVID	11/20/2023	Regular	0	104.00	98281
00255	CITY OF MANKATO	11/20/2023	Regular	0	155,210.84	98282
02058	CONSOLIDATED COMMUNICATIONS	11/20/2023	Regular	0	3,028.09	98283
00297	CORPORATE GRAPHICS INTERNATIONAL	11/20/2023	Regular	0	44.43	98284
03372	DINSMORE, KRISTA	11/20/2023	Regular	0	104.00	98285
00074	EARL F. ANDERSEN INC.	11/20/2023	Regular	0	4,067.50	98286
00401	EXPRESS SERVICES, INC.	11/20/2023	Regular	0	924.11	98287
00409	FERGUSON ENTERPRISES, INC	11/20/2023	Regular	0	43,866.05	98288
00413	FIRE SAFETY USA, INC.	11/20/2023	Regular	0	333.90	98289
00432	FLEETPRIDE	11/20/2023	Regular	0	84.57	98290
04106	GIEFER, JOHN	11/20/2023	Regular	0	120.00	98291
00506	GREATER MANKATO GROWTH, INC.	11/20/2023	Regular	0	850.00	98292
00508	GREEN TECH RECYCLING, LLC	11/20/2023	Regular	0	8,957.75	98293
00519	HACH COMPANY	11/20/2023	Regular	0	443.05	98294
03368	HALSTEAD, CRYSTAL	11/20/2023	Regular	0	87.75	98295
03377	HALSTEAD, MITCHELL	11/20/2023	Regular	0	97.50	98296
00524	HALSTEAD, WILLIAM	11/20/2023	Regular	0	224.75	98297
00534	HART'S AUTO SUPPLY	11/20/2023	Regular	0	1,035.00	98298
03462	HENRICKSON, KIM	11/20/2023	Regular	0	84.50	98299
03463	HENRICKSON, SHAROLYN	11/20/2023	Regular	0	104.00	98300
00590	HUDSON, DAVID	11/20/2023	Regular	0	91.00	98301
02429	J D TRUFFLES CATERING	11/20/2023	Regular	0	150.00	98302
03232	KIM, EMILY	11/20/2023	Regular	0	104.00	98303
03174	LAKES SPORTS BAR & GRILL	11/20/2023	Regular	0	413.39	98304
04105	LUND, ERIC	11/20/2023	Regular	0	102.00	98305
00812	MANKATO BEARING COMPANY	11/20/2023	Regular	0	337.44	98306
03666	MANKATO ELKS 225	11/20/2023	Regular	0	500.00	98307
00822	MANKATO INDUSTRIAL COATINGS	11/20/2023	Regular	0	750.00	98308
02898	MARTIN-MCALLISTER	11/20/2023	Regular	0	1,875.00	98309
00847	MATHESON TRI-GAS, INC.	11/20/2023	Regular	0	721.86	98310
02413	MEYERS, DIANE	11/20/2023	Regular	0	117.00	98311
00900	MINNESOTA DEPARTMENT OF AGRICULTURE	11/20/2023	Regular	0	225.00	98312
03823	MORGAN, LOREN	11/20/2023	Regular	0	97.50	98313
01038	NICOLLET COUNTY ATTORNEY	11/20/2023	Regular	0	118.06	
01045	NIELSEN BLACKTOPPING	11/20/2023	Regular	0	24,630.30	98315
04108	PETERSON, THOMAS	11/20/2023	Regular	0	1,428.00	98316
01106	PETTY CASH	11/20/2023	Regular	0	36.98	98317
01124	PONDEROSA LANDFILL OF BLUE EARTH CO, IN		Regular	0	2,452.87	98318
01133	POWERPLAN/RDO EQUIPMENT	11/20/2023	Regular	0	5,988.85	98319
02734	QUICK LANE OF MANKATO	11/20/2023	Regular	0	138.79	98320
01166	RADIO MANKATO	11/20/2023	Regular	0	162.00	98321
01170	RAMY TURF PRODUCTS	11/20/2023	Regular	0	630.00	98322
04103	RIVER VIEW SANITATION	11/20/2023	Regular	0	1,350.00	98323
01385	SANCO EQUIPMENT, LLC	11/20/2023	Regular	0	251.66	98324
02485	SANDVIG, GARY	11/20/2023	Regular	0	87.75	98325
01247	SCHILLING, ELAINE	11/20/2023	Regular	0	201.50	98326
02416	SENDEN, THOMAS	11/20/2023	Regular	0	169.00	98327
01295	SNELL MOTORS, INC	11/20/2023	Regular	0	596.55	98328
01352	STREICHER'S, INC	11/20/2023	Regular	0	5,426.53	98329
04109	TALOS DYNAMICS LLC	11/20/2023	Regular	0	1,784.95	98330
01414	TOWMASTER	11/20/2023	Regular	0	919.92	98331
01421	TREASURY DIVISION, FINANCE	11/20/2023	Regular	0	59.03	98332

01436	ULMEN, ANTHONY	11/20/2023	Regular	0	201.50	98333
03810	VANDERPLAS, ANNETTE	11/20/2023	Regular	o	104.00	98334
03307	VINNIES MINN. SNO PENTICO ICE & MFG	11/20/2023	Regular	0	790.21	
00486	W.W. GOETSCH ASSOCIATES, INC.	11/20/2023	Regular	0	7,989.00	98336
01523	WENZEL AUTO ELECTRIC CO	11/20/2023	Regular	0	72.00	98337
01525	WEST CENTRAL SANITATION, INC.	11/20/2023	Regular	0	31,631.30	98338
01564	ZELLMER, GARY	11/20/2023	Regular	0	232.00	98339
02402	ZELLMER, MARY	11/20/2023	Regular	0	104.00	98340
00304	CREATIVE AD SOLUTIONS, INC.	11/14/2023	Bank Draft	0	17.42	DFT0008700
00311	CULLIGAN (HEALTHY WATER SOLUTIONS LLC)	11/02/2023	Bank Draft	0	108.00	DFT0008670
03248 00447	FREDRIKSON & BYRON, P.A.	11/02/2023	Bank Draft	0	266.00	DFT0008672
00733	FREE PRESS	11/15/2023	Bank Draft	0	129.26	DFT0008715
00733	LAKES GAS CO #10 MINNESOTA DEPARTMENT OF LABOR & INDUS	11/02/2023	Bank Draft Bank Draft	0	103.98	DFT0008673
00910	MINNESOTA VALLEY TESTING LAB, INC.	10/31/2023	Bank Draft	0	110.00	DFT0008701
00910	MINNESOTA VALLEY TESTING LAB, INC.	11/02/2023	Bank Draft	0	70.95 141.90	DFT0008674 DFT0008675
00910	MINNESOTA VALLEY TESTING LAB, INC.	11/03/2023	Bank Draft	0	70.95	DFT0008673
00910	MINNESOTA VALLEY TESTING LAB, INC.	11/13/2023	Bank Draft	o	85.80	DFT0008708
01083	OVERDRIVE, INC.	10/13/2023	Bank Draft	0	944.30	DFT0008678
01335	STAPLES ADVANTAGE	11/08/2023	Bank Draft	0	54.29	DFT0008709
01335	STAPLES ADVANTAGE	11/08/2023	Bank Draft	0	210.11	DFT0008710
02591	UNITED TEAM ELITE	11/15/2023	Bank Draft	0	285.00	DFT0008712
01470	VERIZON WIRELESS	11/14/2023	Bank Draft	0	1,171.54	DFT0008711
00551	A.H. HERMEL COMPANY	11/22/2023	EFT	0	28.96	6963
00028	AFFORDABLE TOWING OF MANKATO, INC.	11/22/2023	EFT	0	150.00	6964
00050	ALPHA WIRELESS COMMUNICATIONS	11/22/2023	EFT	0	3,703.40	6965
01090	AMERICAN SOLUTIONS FOR BUSINESS	11/22/2023	EFT	0	4,515.78	6966
00105	AUTO VALUE MANKATO	11/22/2023	EFT	0	819.93	6967
02712	AXON ENTERPRISE, INC.	11/22/2023	EFT	0	1,295.19	6968
00147 00172	BLACKSTONE PUBLISHING	11/22/2023	EFT	0	38.00	6969
04102	BOHRER, TOM	11/22/2023 11/22/2023	EFT	0	53.93	6970
03208	BOONE, ALEXANDER BROWN, ANNA	11/22/2023	EFT EFT	0	98.33	6971
00216	C & S SUPPLY CO, INC.	11/22/2023	EFT	0	208.00 128.76	6972 6973
02757	CINTAS	11/22/2023	EFT	0	292.63	6974
00263	CLAREY'S SAFETY EQUIPMENT, INC.	11/22/2023	EFT	0	507.00	6975
03675	COMPUTERSHARE	11/22/2023	EFT	0	62,362.50	6976
02706	CORE & MAIN LP	11/22/2023	EFT	0	723.76	6977
00310	CRYSTEEL TRUCK EQUIPMENT, INC	11/22/2023	EFT	0	569.00	6978
02275	DEM-CON MATERIALS & RECOVERY	11/22/2023	EFT	0	1,233.07	6979
00369	EBSCO INFORMATION SERVICES	11/22/2023	EFT	0	981.68	6980
00453	FREYBERG PETROLEUM SALES, INC.	11/22/2023	EFT	0	615.45	6981
00482	GMS INDUSTRIAL SUPPLIES, INC.	11/22/2023	EFT	0	397.85	6982
00494	GOPHER STATE ONE-CALL	11/22/2023	EFT	0	357.75	6983
00646	HEINTZ, KATIE	11/22/2023	EFT	0	372.86	6984
03750	HERWIG, NICHOLAS	11/22/2023	EFT	0	213.00	6985
00680 00691	J.J. KELLER & ASSOCIATES, INC.	11/22/2023 11/22/2023	EFT	0	972.25	6986
00776	KENNEDY & KENNEDY LAW OFFICE LLOYD LUMBER CO.	11/22/2023	EFT EFT	0	11,081.16	6987
03352	LUXE QUARTERLIES	11/22/2023	EFT	0	454.59 2,088.90	6988 6989
00793	M & M SIGNS, INC.	11/22/2023	EFT	ő	700.00	6990
00800	MADDEN, GALANTER, HANSEN, LLP	11/22/2023	EFT	o	3,324.01	6991
00825	MANKATO MOTOR COMPANY	11/22/2023	EFT	0	407.58	6992
00874	MENARDS-MANKATO	11/22/2023	EFT	o	43.08	6993
00889	MIDWEST TAPE/HOOPLA	11/22/2023	EFT	0	1,530.62	6994
00902	MINNESOTA IRON & METAL CO	11/22/2023	EFT	0	27.80	6995
00956	MINNESOTA WASTE PROCESSING CO.	11/22/2023	EFT	0	35,720.19	6996
00985	MOSS & BARNETT	11/22/2023	EFT	0	2,679.00	6997
00997	MTI DISTRIBUTING CO	11/22/2023	EFT	0	277.11	6998
04092	MUELLER, JOHN	11/22/2023	EFT	0	480.00	6999
01052	NORTH CENTRAL INTERNATIONAL	11/22/2023	EFT	0	3,367.26	7000
01056	NORTH MANKATO FIREMEN'S RELIEF ASSOCIA		EFT	0	99,382.72	7001
01064	NORTHERN STATES SUPPLY, INC.	11/22/2023	EFT	0	183.25	7002
03160	NOVEL SOLAR THREE LLC (DBA GREEN STREET		EFT	0	6,623.36	7003
01402	POMPS TIRE	11/22/2023	EFT	100	298.05	7004

02747	RENT-N-SAVE	11/22/2023	EFT	0	223.71	7005
01211	RIVER BEND BUSINESS PRODUCTS	11/22/2023	EFT	0	221.89	7006
02182	RYAN, JESSICA	11/22/2023	EFT	0	221.13	7007
01290	SLETTEN, CORY	11/22/2023	EFT	0	140.98	7008
03603	SPX SPORTS	11/22/2023	EFT	0	13,013.00	7009
01486	VON BERGE, DAVID	11/22/2023	EFT	0	47.74	7010
01492	WACO SCAFFOLDING & SUPPLY CO.	11/22/2023	EFT	0	300.05	7011
03442	WASMUND, LARRY	11/22/2023	EFT	0	7,898.50	7012
03668	WELSH, DAKOTA	11/22/2023	EFT	0	102.00	7013
03482	CARDCONNECT	11/02/2023	Bank Draft	0	289.52	DFT0008683
00219	CARDMEMBER SERVICE	11/03/2023	Bank Draft	0	22,877.76	DFT0008680
00234	CENTER POINT ENERGY	11/14/2023	Bank Draft	0	168.16	DFT0008684
02003	MINNESOTA DEPT OF REVENUE	11/03/2023	Bank Draft	0	7,101.95	DFT0008665
02003	MINNESOTA DEPT OF REVENUE	10/31/2023	Bank Draft	0	604.49	DFT0008668
02003	MINNESOTA DEPT OF REVENUE	11/12/2023	Bank Draft	0	10,669.00	DFT0008681
02766	SPROUT SOCIAL	11/06/2023	Bank Draft	0	124.74	DFT0008686
03945	TYLER PAYMENTS	11/02/2023	Bank Draft	0	3,212.99	DFT0008687
01477	VIKING ELECTRIC SUPPLY, INC.	11/14/2023	Bank Draft	0	154.06	DFT0008688
01477	VIKING ELECTRIC SUPPLY, INC.	11/13/2023	Bank Draft	0	138.65	DFT0008689
01557	XCEL ENERGY	11/08/2023	Bank Draft	0	8,639.51	DFT0008679
					644,702.17	143

## **Authorization Signatures**

	All Council
The above manual and regular claims lists for 11/20/23	are approved by:
SCOTT CARLSON- MAYOR	
SANDRA OACHS- COUNCIL MEMBER	
JAMES WHITLOCK- COUNCIL MEMBER	
WILLIAM STEINER- COUNCIL MEMBER	
MATT PETERSON- COUNCIL MEMBER	

#### RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minnesota Statute 465.03 and 465.04 allow the governing body of any city, county, school district or town to accept gifts for the benefit of its citizens in accordance with terms prescribed by the donor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following donations/contributions/grants are approved as follows:

Donor	Restriction	Amount
Anonymous	Book Donation	\$41.44
Scheels	Police Donation	\$500.00
Γotal		\$541.44

Adopted by the City Council this 20th da	ay of November 2023.	
	Mayor	
City Clerk		

#### **BUSINESS/LIQUOR LICENSE**



**BUSINESS NAME:** 

**BIG DOG SPORTS BAR, LLL** 

D/B/A BIG DOG

BUSINESS OWNER:

JESSICA RINGLER

BUSINESS LOCATION: 17

1712 COMMERCE DRIVE NORTH MANKATO, MN 56003

BIG DOG SPORTS BAR, LLL 19 HOWARD COURT NORTH MANKATO, MN 56003

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: ON-SALE INTOXICATING

Mayor

BUSINESS LICENSE NUMBER: LIQ 000040-2023

Effective Date: DECEM

DECEMBER 1, 2023

**Expiration Date:** 

#### **BUSINESS/LIQUOR LICENSE**



**BUSINESS NAME:** 

**BIG DOG SPORTS BAR, LLL** 

D/B/A BIG DOG

BUSINESS OWNER: BUSINESS LOCATION:

JESSICA RINGLER

1712 COMMERCE DRIVE

NORTH MANKATO, MN 56003

BIG DOG SPORTS BAR, LLL 19 HOWARD COURT

NORTH MANKATO, MN 56003

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: SUNDAY

Mayor

**BUSINESS LICENSE NUMBER: LIQ 000040-2023** 

Effective Date:

**DECEMBER 1, 2023** 

**Expiration Date:** 

#### **BUSINESS/SOFT DRINK**



**BUSINESS NAME:** 

**BIG DOG SPORTS BAR, LLL** 

D/B/A BIG DOG

BUSINESS OWNER: BUSINESS LOCATION:

**JESSICA RINGLER** 

**1712 COMMERCE DRIVE** 

NORTH MANKATO, MN 56003

BIG DOG SPORTS BAR, LLL 19 HOWARD COURT NORTH MANKATO, MN 56003

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: SOFT DRINK

Mayor

**BUSINESS LICENSE NUMBER. SOFT000040-2023** 

Effective Date:

**DECEMBER 1, 2023** 

Expiration Date:

#### **BUSINESS/MECHANICAL**



BUSINESS NAME:

BIG DOG SPORTS BAR, LLL

D/B/A BIG DOG

**BUSINESS OWNER:** 

JESSICA RINGLER

**BUSINESS LOCATION:** 

1712 COMMERCE DRIVE

NORTH MANKATO, MN 56003

BIG DOG SPORTS BAR, LLL 19 HOWARD COURT NORTH MANKATO, MN 56003

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: MECHANICAL

Mayor

BUSINESS LICENSE NUMBER. MECH 000040-2023

Effective Date:

**DECEMBER 1, 2023** 

**Expiration Date:** 

#### **BUSINESS/CIGARETTE LICENSE**



**BUSINESS NAME:** 

1711 LOR RAY LLC

D/B/A ANDY'S MINI MART

BUSINESS OWNER: BUSINESS LOCATION:

KAMELSHKUMAR PATEL 1711 LOR RAY DRIVE

NORTH MANKATO, MN 56003

1711 LOR RAY LLC 2211 ANCHORAGE DRIVE NORTH MANKATO, MN 56003

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: CIGARETTE

Mayor

BUSINESS LICENSE NUMBER: CIG 000023-2023

Effective Date:

**DECEMBER 1, 2023** 

**Expiration Date:** 

#### **BUSINESS/SOFT DRINK LICENSE**



**BUSINESS NAME:** 

1711 LOR RAY LLC

D/B/A ANDY'S MINI MART

BUSINESS OWNER: BUSINESS LOCATION:

KAMELSHKUMAR PATEL 1711 LOR RAY DRIVE

NORTH MANKATO, MN 56003

1711 LOR RAY LLC 2211 ANCHORAGE DRIVE NORTH MANKATO, MN 56003

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: SOFT DRINK

Mayor

**BUSINESS LICENSE NUMBER: SOFT 000023-2023** 

Effective Date: [

**DECEMBER 1, 2023** 

**Expiration Date:** 

#### A RESOLUTION DESIGNATING THE POLLING PLACES FOR 2024

WHEREAS, The City of North Mankato, Minnesota, pursuant to Minnesota Statute §204B.16 POLLING PLACES; DESIGNATION is required each year to designate by resolution a polling place for each election precinct.

WHEREAS, this designation must be made by December 31 of each year for the following calendar year and beyond unless changed pursuant to statute;

WHEREAS, the City of North Mankato has chosen to adopt mail balloting as provided under Minn. Stat. 204B.45 for all elections; and

WHEREAS, the City of North Mankato elects to establish polling places by resolution.

NOW, THEREFORE, be it resolved by the City Council of the City of North Mankato, Minnesota as follows:

				4
1110	eci	n	<b>~</b> +	

St. Paul's Lutheran Church

304 Monroe Avenue

Precinct 2

Holy Rosary School 546 Grant Avenue

Precinct 3

Municipal Building, Council Chambers

1001 Belgrade Avenue

Precinct 4

River Ridge Evangelical Church

350 Carol Court

Precinct 5

Peace Lutheran Church 2090 Commerce Drive

Precinct 6

Fire Station No. 2 1825 Howard Drive

Precinct 7

South Central Cooperative

2075 Lookout Drive

Mail-In Ballot Precinct

204 South 5th Street

Mankato, MN 56001

**BE IT FURTHER RESOLVED,** that these are the polling places for the year 2024 and beyond unless a change is made:

- 1. Due to an emergency pursuant to Minnesota Statute 204B.175; or
- 2. Because a polling place has become unavailable; or
- 3. By a new resolution passed prior to December 31 of any year.

Adopted by the City Council of the City of North Mankato	, County of Nicollet, State of
Minnesota, this the 20 <sup>th</sup> day of November 2023.	

	Mayor	
ATTEST		

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 11F	Dept: Administr	ative Services	Council Mee	ting Date: 1	1/20/23		
TITLE OF ISSUE: Consider Authorizin	g the Execution	of the State of N	Minnesota Vo	ting Operat	tions Technology		
& Election Resources (Voter) Account (	County-Municipa	ality Agreement	·	opera	ions, recumology		
BACKGROUND AND SUPPLEMENTA	AL INFORMAT	ION: The State	enacted an o	ngning state	annronriation to		
support the cost of administering election	ns at the city to	wn and county	levels. The in	stant of the	appropriation to		
to share the burden of certain elections							
responsibility. The goal is to share this							
Rive Forth will recieve \$13 850 40 annu-	ally the City of N	Sand towns to C	s shows is \$0.1	6 Ding Eg	with Country is		
Blue Earth will recieve \$13,859.40 annually the City of North Mankato's share is \$0.36. Blue Earth County is requesting the Council to authorize Blue Earth County to keep the funds. By signing the agreement the City would							
not be responsible for any reporting or i			s. By signing	the agreem	ent the City would		
			If additional space	is required, atta	ach a separate sheet		
REQUESTED COUNCIL ACTION: Au	thorize the Exec	ution of the Sta					
Technology & Election Resources (Voter	r) Account Cour	ity-Municipality	Agreement.				
For Clerk's Use:		SUPPORT	ING DOCUM	IENTS AT	<b>FACHED</b>		
Motion By:	∥ Re	solution Ordinan	ce Contract	Minutes	Мар		
Second By:		oranian	or community	1711114440	Map		
Vote Record: Aye Nay							
Steiner		Other (specify)					
Peterson	1	(1 3)	11-1-1-1				
Oachs	1 2						
Whitlock							
Carlson			-				
Carison	-						
Workshop		Refer	tol				
Workshop		Refer	10:				
X Regular Meeting	l r	T-1-1-					
Valvedrigt, Meering	L	I able	until:				
Special Meeting	]	Other:					

# STATE OF MINNESOTA VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT COUNTY – MUNICIPALITY AGREEMENT

This Agreement (hereinafter "Agreement") is made between Blue Earth County ("County"), and North Mankato ("Municipality").

#### Recitals

- 1. Under Minnesota Laws 2023, Chapter 62, Article 4, section 6, the Voting Operations, Technology, and Election Resources (VOTER) Account was established requiring the Office of the Secretary of State, hereinafter the OSS, to distribute funds to each county as prescribed.
- 2. Total allocation to County is approximately \$13,859.40 annually.
- 3. Upon receipt of funds, County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
- 4. County is responsible for elections within its county, including absentee voting, and Municipality operates polling places within its jurisdiction or has elected to vote by mail balloting provisions in state law.

#### Agreement

#### 1. Effectiveness of Agreement

- 1.1. *Effective date.* November 14, 2023, or the date all required signatures have been affixed to the agreement by County and Municipality, whichever is later.
- 1.2 Annual Renewal. This agreement shall remain in effect and renew annually until such time that the County or the Municipality notifies the other party in writing of its desire to terminate the Agreement. The termination will be effective December 31 of the year of notice, for the following year's allocation.
- 1.3 Application of terms. Municipality agrees to be subject to the obligations applicable to County in the Agreement set forth in said agreement.

#### 2. Allocation of VOTER Account Funds

- 2.1. Allocation determination. The Municipality agrees to receive no direct allocation under this agreement. The Municipality's default allocation amount as provided by the OSS will instead be retained by the County for qualifying expenditures of the County and the Municipality as referenced in this Agreement.
- 2.2. Allocation methodology. The County will utilize the provided OSS default allocation as a consistent and equitable distribution of VOTER account funds for qualifying expenditures for all municipalities.
- 2.3. Maximum available amount. Based on the OSS default allocation, Municipality is allocated no more than \$ 0.36 for qualifying expenditures described in the Agreement and in accordance with all federal and state laws authorizing these expenditures.

#### 3. Use and Maintenance of VOTER Account Funds

- 3.1. *Municipality authorization*. Municipality agrees to authorize County to expend the allocated amount for authorized purposes on behalf of Municipality.
- 3.2. Segregation of funds. County must segregate all funds in an election funding account.
- 3.3. *Maintenance of funds*. County must maintain the funds in the segregated account until spent for any authorized purposes described in the Agreement.

- 3.4. Authorized purposes. County may use the funds provided under the Agreement for expenditures directly related to election administration as defined in Minnesota Statutes section 5.305.
- 3.5. Reporting requirements. County agrees to provide any required information to OSS to meet reporting requirements outlined in statue for all funds expended for each calendar year by December 31 annually.

#### 4. Authorized Representatives

County's Authorized Representative is: Michael Stalberger

Property and Environmental Resources Director PO Box 3567, Mankato MN 56002 507-304-4257

michael.stalberger@blueearthcountymn.gov

Municipality's Authorized Representative is:

Name:		
Title:		 
Address:	-	
Phone:		
Email:	-	

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

#### 5. Signatures and Certification

County and Municipality certify that the appropriate person(s) have executed the Agreement on behalf of County and Municipality as required by applicable resolutions or ordinances.

COUNTY		MUNICIPALITY	
By:	MICHAEL STALBERGER	Jurisdiction: North Mankato	
Signed:	_MSt	Ву:	
Title:	PROP & ENV RES DIRECTOR	Signed:	
Date:	NOV 13, 2023	Title:	
		Date:	

## BUSINESS/MOBILE FOOD UNIT LICENSE CERTIFICATION

NORTH MANKATO MINNESOTA

BUSINESS NAME: ABU BI

**ABU BILAL FOOD TRUCK** 

**BUSINESS OWNER:** 

**MOHAMMED OMAR** 

**BUSINESS LOCATION:** 

920 PATRIOT DRIVE MANKATO, MN 56001

MOHAMMED OMAR 920 PATRIOT DRIVE #101 MANKATO, MN 56001

POST IN A CONSPICUOUS PLACE-NON-TRANSFERABLE

#### **CITY OF NORTH MANKATO**

1001 Belgrade Avenue North Mankato, MN 56003 Phone: (507-625-4141) FAX (507) 625-4151

License Type: Mobile Food Unit

Mayor

BUSINESS LICENSE NUMBER: MOB-0000707-2023

Effective Date:

**DECEMBER 1, 2023** 

**Expiration Date:** 

**DECEMBER 1, 2024** 

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 11H	Dept: Finance/Public Worl	cs Council	Meeting Date: 11	/20/23
TITLE OF ISSUE: Consider Authorizin Management.	g the City Administrator	to Enter into a	Partnership wit	h Enterprise Fleet
BACKGROUND AND SUPPLEMENTA was presented at the November 6, 2023, agreement for 2024.			-	_
			l space is required, atta	
REQUESTED COUNCIL ACTION: Conwith Enterprise Fleet Management.  For Clerk's Use:			CUMENTS AT	
Motion By:  Second By:  Vote Record:  Aye  Nay  Steiner  Peterson  Oachs  Whitlock  Carlson	Resolution O		ract Minutes	Map
Workshop  X Regular Meeting		Refer to:  Table until:		
Special Meeting		Other:		



#### **NEW PARTNERSHIP CHECKLIST for Government Entities**

#### Financials needed:

Last 3 years of audited/reviewed financials with accompanying notes

If the current year you do not have financials done, please send internals with full balance sheet and income stateme \*If you do not use audited/reviewed financials please provide corresponding tax returns

If you are Tax Exempt, please provide copy of Tax Exempt Certificate for each tax exempt state

#### DOCUMENTS TO BE COMPLETED/EXECUTED

#### **Enterprise Credit application instructions:**

- Please insert the company's legal name, complete in its entirety (this should match the exact same name on financials), Sheriff can simple state the county and include the word Sheriff
  - Fill out application as much as possible
  - If you want auto withdrawal, fill that section out, otherwise you will get monthly invoices
  - The 3rd page is the authorized signers page, which would authorize all individuals by inputting their name to Execute the vehicle quotes (power to order vehicles) and Master Lease Agreements and maintenance Agreements. Usually, we need at least two people in case someone is on vacation and you need a vehicle ba This is usually who is authorized to order vehicles.
  - The person who gives authority in the signer's section is based on the entity, usually it is:
- \*County/City board chair/member, County/City Administrator or Sheriff/Chief can sign the credit application on behind the entity per Enterprise, please see your internal rules

#### Enterprise Master Lease Agreement/Remarketing and Maintenance Agreements

- Once the authorized person has signed the credit application and puts the name of the individuals that can Sign Orders and agreements on the entities' behalf they can now execute all other agreements.
- \*Please initial each page, sign where applicable
- Agreement to Sell FM is us selling your vehicles and leased ones down the road: \$395 is the cost
- Consignment Auction Agreement is authorization to sell vehicles at auction when needed, \$395 is the cost
- Company Owned Vehicle agreement is maintenance tracking program
- Maintenance agreement is our fixed maintenance program on leased vehicles
- Master Lease Agreement is how we operate the leased vehicles

#### \*Name on your financials must match all documents

#### Please send all paperwork via email and questions to:

Wong Nystrom/ Senior Account Executive 2775 Blue Water Rd, Eagan MN 55121 Wong.d.nystrom@efleets.com

651-905-5068: direct line



### **GOVERNMENT CREDIT APPLICATION**

Please complete all applicable items.				
Company Name	C	redit Applicant		Year Business Started
Street Address				
E-mail	Phone #		Fax #	
Government Entity Type: State County	City Other:			-
Type of Business				
Parent Company or Affiliates(Name & Address):				
PRIMARY CONTACT INFORMATION				
Name	E-mail		Phone #_	
Fleet Manager Address				
FINANCIAL INFORMATION				
Are your books prepared by an outside Accountant?		No		
Accountant Name	Er	mail Address		Phone #
ENCLOSING WITH APPLICATION				
Three years of Financial Statements (with footnotes)	☐ Audited	☐ Opinioned ☐ Interna	al	
Published Annual Reports Yes No	_			
Income Tax Returns (3 years)	do.			
Other Items included:				
Federal ID Number:				
Fiscal Year End (Month):				
CURRENT VEHICLE SUPPLIER				
Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct#	# of Vehicles
☐ Purchasing ☐ Leasing ☐ ☐	Finance			()
INSURANCE		I		
	Agent		Daliay #	Eva Data
Company				
Street Address			State	ZID
Phone # Fax #		<del></del>		

#### **ACH AUTHORIZATION AGREEMENT**

Company Name		FEIN	
Street Address	City	State	Zip
Contact Name	Phone #	Fax #	
Email Address	*		
BANK INFORMATION			
Bank Name	Checking A	Account Only	
	City		Zip
Street Address		E- "	
	Phone #	rax #	

#### \*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\*

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

- 1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
- 2. An electronic copy of the invoice and/or statement will be available on EFM's website (<a href="http://efmfleetaccess.efleets.com">http://efmfleetaccess.efleets.com</a>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
- 3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
- 4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

#### ARBilling@efleets.com

#### STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

#### AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned he	ereby certifies (i) that he/she is the duly a	ppointed	(Title) for
Lease Agreement between Ent	eliver on behalf of The Entity to Enterpr erprise and the Entity ) the ("Lessee"), o execute and deliver to Enterprise Sche	se Fleet Management, hereafter known a and (iii) that the following individuals are	The Entity", (ii) that he/she is authorized as "Enterprise" ("Lessor") and the Master authorized and empowered on behalf of thicles, together with any other necessary
RESOLVED FURTHER, that:			
Print Name		Title	
Bond Rating:	Rating Agency:	Federal ID#	
RESOLVED FURTHER, that EFM is	authorized to act upon this authorization until	written notice of its revocation is received by EF	M.
I do hereby certify that the information	on contained in this Credit Application is accur	ate in all material aspects as required by law. F	urther, I do hereby certify that I am an
authorized representative of this Cor	mpany and have been given the authority to si	gn this agreement on behalf of the Company.	
Print Name		Title	
Signature		Company Name	
Date	<u> </u>		

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's linancial condition, or (iii) in Credit Applicant's linancial condition respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete,

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant, Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St., Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. II applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.



#### **AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and
(hereinafter referred to as "CUSTOMER"), on the other hand on this day of, (hereinafter referred to a the "Execution Date").
RECITALS
A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").
NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:
TERMS AND CONDITIONS
1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. <u>Additional Documentation</u> : Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. <u>Service Fee:</u> For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ or the maximum permitted by law ("Service Fee").
4. <u>Sales Process</u> : Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the

Vehicle.

- 6. <u>Indemnification and Hold Harmless</u>: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
- 7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. <u>Odometer</u>: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. <u>Compliance with Laws</u>: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
- 13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit</u>: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
- 19. <u>Independent Contractor</u>: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
- 20. <u>Unsold Vehicles</u>: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	
Date Signed:	Date Signed	

#### Schedule 1

Enterprise Leasing Company of STL, LLC Enterprise Leasing Company of Georgia, LLC Enterprise Leasing Company of Florida, LLC **Enterprise Leasing Company of KS LLC** EAN Holdings, LLC Enterprise Leasing Company of Orlando, LLC Enterprise Leasing Company of Indianapolis, LLC Enterprise Rent-A-Car Company of Boston, LLC Enterprise Leasing Company of Denver, LLC Enterprise Leasing Company of Chicago, LLC Enterprise RAC Company of Maryland, LLC Enterprise Leasing Company of Philadelphia, LLC Enterprise RAC Company of Baltimore, LLC Enterprise Leasing Company of Minnesota, LLC Enterprise Leasing Company of Detroit, LLC Enterprise Leasing Co of Norfolk/ Richmond, LLC Enterprise Rent-A-Car Co of San Francisco, LLC ELRAC, LLC SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC Enterprise Rent-A-Car Company of Los Angeles, LLC Enterprise RAC Company of Cincinnati, LLC CLERAC, LLC Enterprise Rent-A-Car Company of Pittsburgh, LLC Enterprise Rent-A-Car Company of Wisconsin, LLC Enterprise Rent-A-Car Company of UT, LLC CAMRAC, LLC Enterprise Rent-A-Car Company of Rhode Island, LLC Enterprise Leasing Company of Phoenix, LLC Enterprise Leasing Company- Southeast, LLC Enterprise Leasing Company- West, LLC Enterprise Leasing Company- South Central, LLC PENRAC, LLC Enterprise Rent-A-Car Company of KY, LLC Enterprise Rent-A-Car Company - Midwest, LLC Enterprise RAC Company of Montana/Wyoming, LLC



#### **CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and day of,
(hereinafter referred to as the "Execution Date").
RECITALS
A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and
B. The CUSTOMER is in the business of
C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").
NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:
TERMS AND CONDITIONS
1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. <u>Power of Attorney</u> : CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ ("Service Fee") plus towing at prevailing rates.
5. <u>Sales Process</u> : Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

- (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. <u>Indemnification and Hold Harmless</u>: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. <u>Odometer</u>: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
- 13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit</u>: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature:	Signature:
Printed Name:	Delata Maria
Printed Name:	Printed Name:
Title:	Title:
Date Signed:,	Date Signed:



#### **MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lea	ise Agreement is entered	into this day of	, 20, by	y and between Enterp	orise FM Trust, a Delaware
statutory trust ("Lessor	"), and the lessee whose n	name and address is set forth on t	the signature page below ("Le:	ssee").	

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

#### 3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle, (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- (h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

#### 8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and L

nitials: EFM Customer	
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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).
- 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:
- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.
- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- (d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:
  - (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

	State of Vehicle Registration	Coverage
Connecticut	, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
	Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
Initials: EFM	All Other States  _ Customer	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of L

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

- (b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.
- 12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

nitials:	EFM	Customer

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

	LESSOR:	Enterprise FM Trust
LESSEE:	 Ву:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:_	Signature:	
By:	Ву:	
Title:	Title:	
Address:	Address:	
÷		
Date Signer	Date Signe	d:,,

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_



#### DATA PROTECTION AND PRIVACY AGREEMENT

This Data Protection and Privacy Agreement (the "DPA") is made and entered into on this day \_\_\_\_\_\_\_, 2022 by and between \_\_\_\_\_ "Customer") and Enterprise Fleet Management, Inc. a Missouri corporation, for and on behall of itself and its Affiliates (collectively, "Enterprise").

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Customer.

This DPA sets out Enterprise's standard position with respect to personal data collected by Enterprise and/or processed by Enterprise for the provision of the Services and how the privacy and security of that data will be safeguarded and maintained.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Enterprise agrees as follows:

- Definitions. As used in this DPA, the following capitalized terms shall have the meanings provided in this section.
  - A. "Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with an entity, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding.
  - B. "Customer Contacts" means the individuals identified as the primary fleet contact and decision makers within the customer's organization.
  - C. "Enterprise Personal Data" means the Personal Data which Customer and/or its employees provide to Enterprise and/or its Affiliates to be processed by Enterprise and/or its Affiliates in connection with the provision of the Services.
  - D. "End User" means any third party who is the final beneficiary of the Services including but not limited to Customer's employees.
  - E. "Losses" means any and all losses, liabilities, damages, claims, allegations, causes of action, disputes, suits, proceedings, judgments, government and/or administrative fines, sanctions or penalties, settlements and costs and expenses (including, without limitation, reasonable legal fees). In the event of a Security Incident, Losses include, without limitation, breach notification costs, credit monitoring costs and costs associated with a call center.
  - F. "Privacy Policy" means Enterprise's privacy policy which can be accessed at <a href="https://www.efleets.com/en/privacy-policy.html">https://www.efleets.com/en/privacy-policy.html</a>
  - G. "Personal Data" means any information which can be used to distinguish or trace an individual's identity, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual.
  - H. "Services" means the contracted services that Enterprise performs for Customer, including any services to End Users, under the Agreement.
- 2. Use of Personal Data. Enterprise shall process Enterprise Personal Data in accordance with its Privacy Policy.



- 3. Compliance with Law. Enterprise shall comply with all laws and regulations relating to privacy and data protection applicable to Enterprise's provision of the Services.
- Retention of Personal Data. Enterprise shall retain and/or delete Enterprise Personal Data in accordance with the terms of its Privacy Policy, Enterprise's record retention policies and applicable law.
- 5. Information Security. Enterprise maintains an information security program, which includes appropriate technical and organizational measures to maintain a level of security and confidentiality of Enterprise Personal Data appropriate to the risk of harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Enterprise Personal Data. As a minimum, these measures shall be in accordance with applicable privacy and data security laws and shall be aligned with industry standards. Enterprise will review its information security program at least annually, or if significant changes occur, to ensure its continuing compliance, suitability, adequacy and effectiveness. Access to Enterprise Personal Data will be restricted to personnel that require such access to support Enterprise's performance of the Services. Enterprise will implement the Technical Organizational Measures set forth on Exhibit A.
- 6. Information Security Incidents. In the event there has been a known unauthorized access to Enterprise Personal Data in the possession or control of Enterprise that compromises or threatens the security, confidentiality or control of Enterprise Personal Data and which is likely to result in a high risk to End Users (a "Security Incident"), Enterprise shall notify Customer as soon as reasonably practicable, allowing Enterprise appropriate time to (i) as applicable, notify law enforcement, (ii) conduct a reasonable investigation to determine the nature and scope of the Security Incident and affected individuals, and (iii) contain the Security Incident and restore the integrity of the Enterprise Personal Data and/or systems containing such information. Notwithstanding the foregoing, Enterprise may delay any such notification to the extent instructed to do so by a legal or governmental authority in order to assist in any related criminal or civil investigation or if otherwise so requested by such authority.

Enterprise shall notify Customer of the Security Incident by providing notice via email to the Customer Contacts identifying, to the extent known by Enterprise at the time of the notice: (1) the nature of the Security Incident; (2) the nature of the Enterprise Personal Data accessed or potentially accessed; and (3) the steps Enterprise has taken or intends to take to mitigate any deleterious effect of the Security Incident.

Enterprise will provide and pay for breach notification costs (including mailing costs, credit monitoring costs, costs associated with a call center and other costs ("Notification Costs")) to the extent Enterprise has determined, in its sole discretion, that notification and/or any of Notification Costs are legally required.

- Customer Audit. No more than on an annual basis, and on request, Enterprise will complete a security assessment questionnaire to answer common questions regarding the Enterprise security program.
- 8. Indemnification. Enterprise will indemnify, defend and hold harmless Customer, its affiliates and their respective directors, officers, employees and agents ("Customer Indemnitees"), from and against any and all Losses suffered, incurred or sustained by such Customer Indemnitees or to which any such Customer Indemnitees become subject, resulting from, arising out of or relating to (a) Enterprise's breach of this DPA and/or (b) a Security Incident. In no event shall Enterprise's total liability to Customer Indemnitees for any and all Losses arising out of or a result of this DPA, including without limitation any Losses under this Section 9, exceed the lesser of (i) two (2) times the annual fees paid by Customer to Enterprise under the Agreement or (ii) \$1 million USD.



9. Governing Laws. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, the parties intending to be legally bound have caused the Agreement to be executed by their duly authorized representatives as of the last date written below.

-	'Customer)	ENTERPRISE FLEET MANAGEMENT, INC.
Ву		Ву
Title:	<del></del>	Title:
Date Signed:		Date Signed:,



#### Exhibit A - Technical Organization Measures

#### (i) Access control to systems

Measures to prevent unauthorized access to IT systems used to process Enterprise Personal Data, including the following technical and organizational measures for user identification and authentication:

- Password procedures (including minimum length, forced change of password)
- No access for guest users or anonymous accounts
- Individual user account assignments (e.g., no shared accounts)
- Central management of system access
- Access to IT systems subject to approval from business owners/managers and IT system administrators
- Promptly change or remove access to IT systems upon change in job function or termination of employment

#### (ii) Access control to data

Measures to prevent authorized users from accessing Enterprise Personal Data beyond their authorized access rights and to prevent the unauthorized input, reading, copying, removal modification or disclosure of Enterprise Personal Data. These measures shall include:

- Differentiated access rights
- Access rights defined according to duties
- Automated log of user access via IT systems
- Measures to prevent the use of automated data processing systems by unauthorized persons using data communication equipment

#### (iii) Disclosure control

Measures to prevent the unauthorized access, alteration or removal of Enterprise Personal Data during transfer, including:

- Adequate monitoring systems to detect, analyze and contain suspicious activity targeted at or associated with, directly or indirectly, Enterprise Personal Data and/or the systems, processes and technology associated with the storage, transmittal, or processing of Enterprise Personal Data
- · Encryption of portable devices and data being transmitted across open networks

#### (iv) Security Training

Prior to receiving access to Enterprise Personal Data, provide to employees annual security awareness training that is reflective and appropriate for then current security trends, threats, and best practices.

#### (v) Employee background check

Where permitted by law, perform and ensure successful completion/clearance of background checks for each employee and agent assigned to perform work at Enterprise's premises and/or with access to Enterprise Personal Data ("Applicable Personnel"). Said background checks



shall be conducted prior to the Applicable Personnel performing work at Enterprise's premises and/or accessing any Enterprise Personal Data.

#### (vi) Input control

Logging data management and maintenance activities and creating an audit trail of whether data has been entered, changed or removed (deleted) and by whom. These measures should include:

- Logging user activities on IT systems
- Measures to verify and establish to which bodies Enterprise Personal Data have been or may be transmitted or made available using data communication equipment
- Measures to verify and establish which Enterprise Personal Data have been input into automated data processing systems and when and by whom the data have been input

#### (vii) Availability control

Measures to protect Enterprise Personal Data against accidental destruction or loss, including:

- Measures to restore installed systems, in the case of interruption
- Uninterruptible power supply (UPS)
- Business continuity procedures
- Remote storage
- Up-to-date and actively running anti-virus/firewall systems

#### (viii) Security Testing

Carry out regular penetration tests and vulnerability scanning and remedy any critical findings arising out of such security testing and/or independent audits in accordance with Enterprise's information security policy.



#### INDEMNITY AGREEMENT

This Agreement is entered into as of the \_\_\_ day of October, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and

Enterprise Fleet Management, Inc., (EFIM), a MISSOUT	corporation, and
WITNESSET	H:
any of its obligations as Servicer (EFM in such capa connection with the Master Equity Lease Agreement FM Trust dated as of the date hereof, or as a result of any Vehicle or related to or arising out of or in connection while the Vehicle was in positive any Vehicle, in each case, while the Vehicle was in positive to the vehicle was in the vehicle wa	ges, liabilities, suits, claims, demands, costs le attorneys' fees and expenses) which violation of, or failure to observe or perform, acity, "Servicer") for Enterprise FM Trust in between and Enterprise of any loss, damage, them or destruction of ction with the use, operation or condition of essession of the Servicer.
Capitalized terms used herein and not defined herein s	shall have the meanings given in the Lease.
IN WITNESS WHEREOF, EFM and Agreement as of the day and year first above written.	" have executed this Indemnity
Company:	EFM: ENTERPRISE FLEET MANAGEMENT INC.
- III	
By:Title:	By:
Address:	Address:

Date Signed:\_\_\_\_\_, \_\_\_\_,

Date Signed:\_\_\_\_\_,



#### AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

A ESCHIT CENOL MONECHIER		
THIS AMENDMENT ("Amendment") dated this day of October, 2022 is attached to, and made a part of the MASTER EQUITY LEASE AGREEMENT entered into on the day of October, 2022 ("Agreement") by an between <a href="Enterprise FM Trust">Enterprise FM Trust</a> , a Delaware statutory trust ("Lessor") and ("Lessee"). The Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties		
ended to read as follows:		
Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota (determined without reference to conflict of law principles).		
ules and addenda to the Agreement and any other references amended by this Amendment. Except to the extent specifically ons, conditions, covenants, representations and warranties ce and effect and the same are hereby ratified and confirmed.		
e have executed this Amendment to Master Equity Lease		
Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact		
Ву		
Title:		

Date Signed:\_\_\_\_\_,

Date Signed \_\_\_\_\_\_

## LABOR AGREEMENT

**BETWEEN** 



City of North Mankato, MN

AND



# REPRESENTING: NORTH MANKATO ADMINISTRATIVE SUPPORT COORDINATOR LOCAL #465

January 1, 2024 - December 31, 2025

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#### ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2023, between the City of North Mankato, herein after called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #465, hereinafter called the UNION. It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

#### ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative or agent under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit: All full-time Administrative Support Coordinator's employed by the City of North Mankato Police Department, North Mankato, Minnesota, who is a public employee within the meaning of Minn. Stat. 179A.03, subd.14, excluding supervisory, confidential, and all other employees. BMS Case No. 21PCE0465

#### ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings stated:

UNION:

Law Enforcement Labor Services, Inc. (Local No. 465).

EMPLOYEE:

A member of the exclusively recognized bargaining unit. In construing the terms of this contract, the singular (employee) includes the plural; and the

plural, the singular.

DEPARTMENT:

The North Mankato Police Department

EMPLOYER:

The City of North Mankato

#### ARTICLE 4. EMPLOYER SECURITY

The UNION agrees that during the term of this Agreement that the UNION will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal function of the EMPLOYER.

A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purposes of inducing, influencing,

or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

#### ARTICLE 5. EMPLOYER AUTHORITY

- 5. I It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Department in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Department; to assign and transfer employee; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employee due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 The parties hereto recognize that this Agreement is not intended to limit the present and future exercises of discretionary authority vested in the EMPLOYER by the statutes of the State of Minnesota.
- Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

#### ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of an employee who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate an employee from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

#### ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 <u>Definition</u>. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 <u>UNION Representative</u>: The EMPLOYER will recognize the representative designated by the UNION as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the name of such UNION Representative and of their successor.
- Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employee and will therefore be accomplished during normal working hours when consistent with such employee's duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:

<u>Step 1</u>: The UNION shall have fifteen (15) working days to submit the grievance to the Chief of Police. The written grievance shall contain:

- a) The nature of the grievance and a summary of the facts upon which it is based.
- b) The Agreement provisions relied on or claimed to be violated.
- c) The remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the EMPLOYER representative and the UNION representative. If no settlement is reached, the Police Chief or designee will give a written answer within ten (10) business days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) business days will be considered waived.

- Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER and the UNION representative. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) business days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to mediation or arbitration.
- Step 2a: Mediation. If the grievance is not resolved at Step 2 of the Grievance Procedure, either party may submit the matter by mutual agreement to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for 7.5 Arbitration of the Grievance Procedure. Any grievance not

appealed in writing to 7.5 by the Union within ten (10) business days after a failed mediation shall be considered waived.

The EMPLOYER may initiate grievances at Step 2. Discharge grievances may be initiated at Step 2.

#### 7.5 Arbitration.

If the grievance is unresolved at Step 2 or Step 2a, and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) business days following the issuance of the Step 2 answer or failure of the mediation process shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the "Rules governing the arbitration of grievances" as enacted by the Bureau of Mediation Services. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.

- Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only in so far as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.
- 7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.
- Choice of Remedy. If, as a result of the written response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 7.5 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee's right to pursue any other procedure terminates and is waived. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC vs. Board of Governors of State Colleges and Universities

957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if <u>Board of Governors</u> is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

#### ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of North Mankato. In the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

#### **ARTICLE 9. PROBATION**

- 9.1 Any new employee will serve up to a one-year probationary period.
- 9.2 During the probationary period a new employee may be terminated or returned to former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire; however, such credits may not be used until the employee has completed six (6) months service.

#### ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Department and be available up on request.
- 10.2 A reduction in the work force will be accomplished on the basis of seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have opportunity to return to work within one (1) year of the time of his/ her layoff before any new employee is hired. The EMPLOYER shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and tele phone number with the EMPLOYER during layoff.

#### ARTICLE 11. DISCIPLINE

- The EMPLOYER will discipline employee for just cause only. Discipline will be in one or more of the following forms:
  - a) Oral reprimand.
  - b) Written reprimand.
  - c) Suspension without pay.
  - d) Demotion.
  - e) Discharge.

- 11.2 Suspensions, demotions, or discharges will be in written form.
- 11.3 Written reprimands, notices of suspensions, notices of demotions and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands or notices.
- 11.4 An Employee may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article 7 of this Agreement.

#### ARTICLE 12. OVERTIME

- 12.1 Employee assigned to an eight-hour workday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for all time in excess of forty (40) hours per week or hours exceeding the regular hours of work. Overtime as defined herein shall be paid on the basis of all hours compensated. Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.2 Upon their request, and with the approval of the department head, employee may be compensated for overtime with compensatory time off at the rate of one and one-half times the amount of overtime worked. Accumulated compensatory time may be used upon request of the employee and approval of the department head prior to the date or requested use. An employee will be allowed to carry a maximum of 100 hours of compensatory time into the next calendar year.
- 12.3 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 As of December 1, of each calendar year, an employee will be required to declare a payout of any or all compensatory time accumulated. In the event no declaration is made, the entire amount of compensatory time up to a maximum of 100 hours will be carried into the next calendar year.
  - Holiday hours not worked, shall not be considered as work time for the purpose of computing overtime.

#### ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK

13.1 The normal work week is forty (40) hours Monday through Friday working eight (8) hour shifts.

- Work schedules showing the employee's shift, workdays, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.
- 13.3 Employee's work schedules shall provide for a fifteen (15) minute paid rest period for each four (4) hours worked. Employee shall receive a one (1) hour unpaid lunch break.

#### ARTICLE 14. VACATION

14. I Any regular full-time employee shall earn vacation on the following schedule provided that the first month of regular full-time employment shall be counted only if the employee started work on or before the fifteenth (15th) day of the month:

Period of Continuous Employment	Earned Vacation
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16.66 hours per month

- 14.2 No vacation leave shall be granted to an employee during the first six (6) months of employment, but vacation shall accrue from the start of his/her employment. In accordance with the vacation leave schedule, an employee completing six (6) months of service will be eligible for five (5) days of vacation leave. All earned vacation leave shall be based on the 'employee's period of continuous employment from the starting date of his/her employment with the City provided that the first month of regular full-time employment shall be counted only if the employee started work on or before the 15th day of the month.
- 14.3 Vacation will be granted in increments of no less than four hours.
- 14.5 Employee will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee at the end of the calendar year.

Maximum Number of Hours of Accumulated Vacation
160 hours
200 hours
280 hours
360 hours

14.6 Employee whose employment with the EMPLOYER has been terminated either through resignation, retirement, or layoff and are leaving the municipal service in good standing shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination.

#### **ARTICLE 15. INSURANCE**

- 15.1 An Employee subject to this Agreement shall be covered under the EMPLOYER'S Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long-Term Disability insurance policies in the same respect as other City employees.
- 15.2 The Employer has the potential to reopen this contract for benefits received in any year for the purposes of changes to the health insurance plans. In accordance with Minnesota Statutes, there will be a duty to bargain if the change in plans results in a reduction in the aggregate value of benefits.

#### ARTICLE 16. SICK LEAVE

16.1 Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked. During the probationary period, full-time employee may draw in advance on the days of sick leave credits earned during the probationary period. If the employee does not success fully complete the probationary period, such unearned leave shall be repaid to the EMPLOYER.

In addition to leave authorized by law under this section, employee will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care,
- 3) Ocular appointments.
- 4) Illness, injury, or care of a family member. The term "family member" means mother, father, spouse, child, brother, sister, mother-in-law, father- in -law, adult child, grandchild, grandparent, stepparent or any relative of the employee who is a legal dependent and lives in the household of the employee.
- 5) Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries at work.
- 7) Personal Illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/ her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay. Any employee who uses three (3) or more consecutive

days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The EMPLOYER reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

Employee entering duty or terminating their services during a calendar month shall be credited with a full month's service if they work sixteen (16) days or more during the month in question. Unused sick leave may be accumulated. Accumulated unused sick leave exceeding sixty (60) days may be traded in at the end of each calendar year at the following rates:

- 1) Full-time employee with five (5) through nine (9) years may trade in any excess at twenty-five percent (25%) of their regular daily wage.
- 2) Full-time employee with ten (10) through nine teen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- 3) Full-time employee with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employee has the option of retaining these excess days and continuing to accumulate them. Employee also has the option of trading in excess days for vacation days. Employee with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employee with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day. Employee with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

For the purposes of accumulating additional vacation or sick leave, an employee using an earned sick-leave day is considered to be working.

An employee on vacation who becomes ill or injured may, upon proper identification, change their status to sick leave. Claiming leave under false pretenses shall be cause for disciplinary action including transfer, suspension, demotion, or dismissal.

100% of the sick leave benefit normally received at termination will be placed in a post-retirement health care savings plan.

#### 16.1(A) Worker's Compensation

An employee receiving sick leave with pay who simultaneously receives worker's compensation insurance benefits, shall receive only that portion of his/ her sick-leave payment which will, together with the worker's compensation benefits and for the duration of said benefits, equal their regular salary.

16.2 Personal Leave - Any employee eligible for sick leave benefits may use up to three (3) sick leave days per year for personal reasons. Personal leave may be taken for any purpose. An employee must request and receive authorization for the use of personal leave from his/her department head prior to the date of the leave. Personal leave shall not be taken in increments of less than four hours.

#### ARTICLE 17, HOLIDAYS

- 17.1 Any employee shall be eligible for holiday benefits. Benefits shall include the authorized absence from work with pay. Compensation received shall be equal to the regular daily wage received as if the employee had worked a normal day. Holidays include:
  - 1) New Year's Day January 1
  - 2) Martin Luther King Day -third Monday in January
  - 3) President's Day -third Monday in February
  - 4) Memorial Day -last Monday in May
  - 5) Juneteenth National Independence Day-June 19
  - 6) Independence Day -July 4
  - 7) Labor Day -first Monday in September
  - 8) Veteran's Day -November 11
  - 9) Thanksgiving Day -fourth Thursday in November
  - 10) Thanksgiving Friday -fourth Friday in November 111) Christmas Day
  - -December 25
  - 12) Christmas Holiday-day before or after Christmas Day
  - 13) Floating Holiday-Employee's birthday or day of their own choice.
- 17.2 When New Year's Day, January 1; or Juneteenth, June 19; or Independence Day, July 4; or Veteran's Day,

November 11; or Christmas Day, December 25 falls on Sunday, the following day shall be a holiday. When New Year's Day, January 1; or Juneteenth, June 19; or Independence Day, July 4; or Veteran's Day, November 11; or Christmas Day, December 25 falls on a Saturday, the preceding day shall be a holiday. When Christmas Day, December 25 falls on a Monday or Thursday the following day shall be a holiday. When Christmas Day, December 25 falls on a Tuesday, Wednesday or Friday, the preceding day shall be a holiday. When Christmas Day, December 25 falls on a Saturday, the preceding Thursday shall be a holiday. When Christmas Day, December 25 falls on a Sunday, the preceding Friday shall be a holiday. If a holiday falls during vacation period, the employee shall be granted an extra day of vacation leave. Employee must be on pay status the day before and the day after the holiday in order to receive holiday-pay benefits.

17.3 Employee shall be paid by the EMPLOYER double time for all hours worked on a holiday.

#### ARTICLE 18. LEAVES OF ABSENCE

Any employee, shall be eligible for authorized leave as follows:

18.1 Military Leave: Any regular employee who is a member of reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State which would prevent them from performing his/her regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request. The EMPLOYER shall pay only that amount when added to the military pay equals the employee's regular pay for the absence.

Notice shall be given the EMPLOYER at least five (5) working days after the receipt of said orders and no less than twenty-four (24) hours prior to the date of leave, except that when said orders are received at a time which would make the compliance with provision impossible, the employee shall give notice at the earliest practical time.

Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to applicable law.

- 18.2 Employee required to serve on a jury shall receive a leave of absence: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay.
- 18.3 Unpaid Leave of Absence: Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employee who have success fully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave: (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned.

Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence which in the opinion of the EMPLOYER will benefit the EMPLOYER or the employee.

Any employee on general leave-of-absence will not accrue vacation or sick leave benefits or increase their seniority during the leave.

#### ARTICLE 19. TUITION REIMBURSEMENT

The EMPLOYER will reimburse any regular employee the tuition cost for any successfully completed, approved, directly job-related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. Employee is required to take courses outside of their work schedule whenever they are offered.

#### ARTICLE 20, NON-DISCRIMINATION

20.1 The use of masculine or feminine pronouns in this Agreement shall refer to an employee of either gender unless the context in which these are used clearly indicates limitation to one gender.

#### ARTICLE 21. PAY PLAN

21.1 Effective 1/1/2024:

A 3.0% general wage inci	ease	\$35.36
A 3.0% market adjustme	nt over the 2023 wage rates	\$36.42

21.2 Effective 1/1/2025

A 3.0% general wage increase \$37.51

#### **ARTICLE 22. DURATION**

This Agreement shall be effective as of the first day of January of the year 2024 and shall remain in full force and effect until the thirty-first day of December 2025.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this day of 2023.

FOR LAW ENFORCEMENT LABOR SERVICES, INC.			
Jay Mahen  Bysiness Agent			
Tangada alala			

#### RESOLUTION DECLARING COSTS TO BE ASSESSED FOR MUNICIPAL CHARGES

WHEREAS, the City of North Mankato has incurred municipal charges for services rendered in accordance with the following information; and

WHEREAS, pursuant to Section 50.04 (H) of the North Mankato City Code providing that delinquent utility charges constitute a lien upon the premises served; and

WHEREAS, pursuant to Section 90.142 (A) of the North Mankato City Code providing that the unpaid mowing, snow removal charges constitute a lien upon the premises served; and

WHEREAS, pursuant to Section 90.211 of the North Mankato City Code providing for the payment of Special Charges Projects constitute a lien upon the premises served; and

WHEREAS, all such costs are to be assessed against the property affected thereby;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following costs shall be assessed against such property in the amount and terms as specified on Exhibit A of this resolution.

Adopted by the City Council this 20th day of November 2023.

	Mayor	
ATTEST:		
City Clerk		

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950,2052 MAKE: CHAMPION YEAR: 2022 SIZE: 28X44 SERIAL: 321 KINGSWAY DRIVE 950,2171 MAKE: HOLLY PARK YEAR: 1978 SIZE: 14 X 72 SERIAL: M604857 LOT 331 KINGSWAY DRIVE 950,2171 MAKE: HOLLY PARK YEAR: 1978 SIZE: 14 X 72 SERIAL: M604857 LOT 331 KINGSWAY DRIVE 950,2171 MAKE: HOLLY PARK YEAR: 1978 SIZE: 14 X 72 SERIAL: M604857 LOT 331 KINGSWAY DRIVE

\$ 15,013.07

4

# 2023 A/R Invoices to be sent to Nicollet County for certification

Parcel Nbr Legal Description	125.00   11/30/22   Mowing Fees   18.424.0080   Lot 9 SubdivisionCd 18424 SubdivisionName AUDITOR'S PLAT #4	
<b>Parcel Nbr</b>	18.424.0080	
Reason	NV03149   11/4/22   \$125.00   11/30/22   Mowing Fees   1/27/23   \$125.00   2/27/23   Snow Removal	
Inv Date Inv Amt Date Due Reason	11/30/22 2/27/23	
Inv Amt	\$125.00 \$125.00	
Inv Date	11/4/22	
lnv #	INV03149 INV03253	
City, State, Zip	INVO3149   11/4/22   \$1 323 Rickell Nielson   549 McKinley Ave   549 McKinley Ave   North Mankato, MN 56003   INVO3253   1/27/23   \$1	
Mailing address Property address City, State, Zip	549 McKinley Ave	
<b>Mailing address</b>	549 McKinley Ave	
Name	Rickell Nielson	
Letter Date	10/26/2023	

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 12A	Dept: Police Department	Council Meeting Date: 11/20/23
TITLE OF ISSUE: Consider Adopting (	Ordinance No. 163 Amending t	he North Mankato City Code Chapter 130
General Offenses to Include Chapter 130		
RACKGROUND AND SUPPLEMENTA	AL INFORMATION: A Public	Hearing was held earlier in the evening.
Police Chief Gullickson will be available		meaning was new earner in the evening.
one chief dumention will be available	to answer any questions.	
		If additional space is required, attach a separate sheet
		ing the North Mankato City Code Chapter
130 General Offenses to Include Chapter	r 130.12 Possession of Edged V	Veapons on Public Property.
For Clerk's Use:	SUPPOR	FING DOCUMENTS ATTACHED
Motion By:	SUPPOR' Resolution Ordina	
Motion By:		
Motion By:Second By:		
Motion By: Second By:  Vote Record: Aye Nay	Resolution Ordina	
Motion By:Second By:Steiner	Resolution Ordina	
Motion By: Second By:  Vote Record:  Aye  Nay  Steiner  Peterson	Resolution Ordina	
Motion By:  Second By:  Vote Record:  Aye  Nay  Steiner  Peterson  Oachs	Resolution Ordina	
Motion By: Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock	Resolution Ordina	
Motion By: Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock	Resolution Ordina	
Motion By:  Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock  Carlson	Resolution Ordina  Other (specify)	nce Contract Minutes Map
Motion By: Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock	Resolution Ordina	nce Contract Minutes Map
Motion By:  Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock  Carlson  Workshop	Resolution Ordina  Other (specify)  Refe	r to:
Motion By:  Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock  Carlson	Resolution Ordina  Other (specify)  Refe	nce Contract Minutes Map
Motion By:  Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock  Carlson  Workshop	Resolution Ordina  Other (specify)  Refe	r to:

## ORDINANCE NO. 163 CITY OF NORTH MANKATO NICOLLET COUNTY MINNESOTA

#### AN ORDINANCE AMENDING THE NORTH MANKATO CITY CODE

WHEREAS, the City Council of the City of North Mankato is the official governing body of the City of North Mankato, Minnesota ("the City");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, does hereby ordain as follows:

<u>Chapter 130, General Offenses</u> of the Code for the City of North Mankato, shall be amended by adding the additional section.

Section 130.12 Possession of edged weapons on public property.

- (1) Prohibited Activities: No person shall keep, carry or have in their possession on any public property, public street, or sidewalk, or being a trespasser upon the premises of another any knife, machete, ax, hatchet, spear or other items with a sharpened blade or other surfaces, except for the possession of knives with blades of less than four inches and that can be folded into a base or are kept in a sheath.
- (2) Exception: This section shall not apply to any military or public safety personnel, city employee, utility provider, or other such person through the scope and course of their employment and performing official duties.
- (3) A violation of this section shall constitute a misdemeanor (NMCC 10.99)

**Effective date.** This section becomes effective on the date of its publication or upon the publication of the Ordinance.

PASSED AND ADOPTED of, 2023.	by the City Council of the City of North Mankato, thisday
	Mayor
ATTEST:	
City Clerk	

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 12B	Dept: Administration	Council Meeting Date: 11/20/23
TITLE OF ISSUE: Consider Settin	g a Public Hearing for 7 nm. I	December 4, 2023, to Consider an Ordinance
Amending City Code Chapter 130.0		
BACKGROUND AND SUPPLEMI proposed Ordinance.	ENTAL INFORMATION: Att	torney Kennedy will be present to review the
REQUESTED COUNCIL ACTION Amending City Code Chapter 130.0		If additional space is required, attach a separate sheet om, December 4, 2023, to Consider an Ordinance Chapter 130.12.
For Clerk's Use:	SUP	PPORTING DOCUMENTS ATTACHED
Motion By:  Second By:  Vote Record:  Aye  Steiner  Peterso  Oachs  Whitlo  Carlson	n	
Workshop		Refer to:

# ORDINANCE NO.\_\_\_\_\_\_ CITY OF NORTH MANKATO NICOLLET, COUNTY MINNESOTA

#### AN ORDINANCE AMENDING THE NORTH MANKATO CITY CODE

WHEREAS,	the	City	Council	of the	City	of	North	Mankato	is	the	official
governing body of the	e Cit	y of N	Iorth Mar	nkato, M	Iinnes	sota	("the (	City"); and			

WHEREAS, the City Council, at its regular meeting on November \_\_\_\_\_\_, 2023, enacted ordinance number \_\_\_\_\_\_, amending Chapter130 of the city code regarding smoking in public;

**WHEREAS**, the City Council believes that further restrictions on the smoking of cannabis and marijuana are appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, does hereby ordain as follows:

**AMENDMENT TO NORTH MANKATO CITY CODE SECTION 130.02 DEFINITIONS,** the Code shall be amended by amending the Chapter 130.02 Definitions and including Chapter 130.12 as follows:

#### **Chapter 130.02 Definitions:**

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALCOHOLIC BEVERAGE. Any beverage containing more than 0.05% alcohol by volume.

**BODILY HARM.** Physical pain or injury, illness, or any impairment of a physical condition.

GREAT BODILY HARM. Bodily injury creates a high probability or death or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

**PRIVATE PROPERTY.** All real estate which is not public property.

**PUBLIC PROPETY.** Land, buildings, or fixtures owned or leased by the city, formally dedicated to the public benefit or actually used by the public without formal dedication but in a manner that creates the appearance of dedicated public property.

**SMOKING.** Smoking means inhaling or exhaling smoke or vapers from any lighted cigar, cigarette, pipe, electronic cigarette, electronic delivery device, lobelia delivery device, or any other lighted tobacco or cannabis plant product. The term "smoking" also includes carrying a lighted cigar, cigarette, pipe, electronic delivery device, or any other lighted tobacco, cannabis, or plant product intended for inhalation.

**SUBSTANITIAL BODILY HARM.** Bodily injury which involves a temporary but substantial disfigurement, which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member.

#### Chapter 130.12 Smoking in Public/Private Places

Prohibited Activities: No person shall smoke or vape or ingest by smoking or vaping in any of the following locations:

- (1) Within 25 feet of the entrance to any public building or facility in which the smoking is banned;
- (2) Within 25 feet of the entrance of any private property where the owner of the property has posted signs prohibiting its use;

**Effective date.** This section becomes effective on the date of its publication or upon the publication of the Ordinance.

PASSED AND AD of	OOPTED by the City Council of the City of No., 2023.	rth Mankato, thisda
	Mayor	
ATTEST:		
City Clerk		

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 12C	Dept: City Engineer	Council Meeting Date: 11/20/23
	vell as LRIP-Eligible Items	To Fund Engineering, Right-of-Way, Inspection, s in Excess of the LRIP Grant Amount for
BACKGROUND AND SUPPLEMENTA Sarff, who will be present to answer ques		se review the memo provided by City Engineer
DEQUESTED COUNCIL ACTION. A.J.	- 4 D 1-4' A	If additional space is required, attach a separate sheet  City Support To Fund Engineering, Right-of-
Way, Inspection, and Other Non-LRIP E Amount for Improvements to Sections of	ligible Costs, as well as LR Lee Boulevard and Belgra	RIP-Eligible Items in Excess of the LRIP Grant ade Avenue.
For Clerk's Use:	SUPPO	ORTING DOCUMENTS ATTACHED
Motion By:Second By:	Resolution Or	rdinance Contract Minutes Map
Vote Record: Aye NaySteiner	Other (specif	fy)
Peterson Oachs	<del></del>	
Whitlock	<u> </u>	
Carlson		
Workshop	i	Refer to:
X Regular Meeting		Table until:
Special Meeting		Other:





Real People. Real Solutions.

Ph: (507) 625-4171 Fax: (507) 625-4177 Bolton-Menk.com

#### **MEMORANDUM**

Date: Nover

November 15, 2023

To:

Kevin McCann, City Administrator

From:

Daniel R. Sarff, P.E., City Engineer

CC:

Luke Arnold, P.E., Public Works Director

Matt Lassonde, City Planner

Subject: Local Roads Improvement Program Funding Application

In 2023, the Minnesota Legislature appropriated approximately \$85 million in bond funds statewide to the Local Roads Improvement Program (LRIP). The LRIP program provides funds for the costs of constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance. The Minnesota Department of Transportation State Aid for Local Transportation Office administers the LRIP with guidance from the LRIP Advisory Committee. This is a competitive grant opportunity available to cities, counties, and townships throughout the state. The maximum amount of each grant is \$1,500,000.

As you recall, in 2022, the City was awarded approximately \$872,000 in federal funding through the STP Small Urban funding program for the proposed improvements on Belgrade Avenue from Range Street to Nicolet Avenue (200 block). This project would include the reconstruction of the 200 block of Belgrade Avenue as a three-lane section (two through lanes and one center turn lane), with parallel parking on both sides of the street. The reconstruction and widening of the sidewalks, the replacement of the existing street lighting and event power systems, and improvements to the storm sewer and watermain systems would also be included in the project. The project is scheduled for construction in 2026 to coincide with MnDOT's TH 169/Belgrade Avenue interchange project and Veterans Memorial Bridge project. The portion of the Belgrade Avenue project not covered by the federal funding is approximately \$631,000, and of that amount, approximately \$218,000 would be eligible for LRIP funding. Under MnDOT's Cost Participation Policy, the City of North Mankato would also be responsible for a portion of the cost of the TH 169/Belgrade Avenue interchange project. It is estimated that the total City's share of the cost for that project would be approximately \$437,000. Approximately \$350,000 in federal STP Small Urban funds were allocated to the City share and approximately \$87,000 would be eligible for LRIP funding.

City staff is also recommending that improvements on Belgrade Avenue west of Range Street and on Lee Boulevard also be included in the LRIP funding application. The improvements would include a mill and overlay on Belgrade Avenue from Lee Boulevard to Range Street and on Lee Boulevard from Lookout Drive to Belgrade Avenue. Improvements to the existing sidewalks and pedestrian ramps to bring them into compliance with the Americans with Disabilities Act (ADA) and the replacement of the existing traffic signals at the intersection of Lookout Drive and Lee Boulevard would also be included. The total estimated cost of these improvements is approximately \$1.2 million, of which an estimated \$1.0 million would be eligible for LRIP funding.

The following is a summary of the estimated project costs and a breakdown of the proposed funding:

	TOTAL ESTIMATED COST	FEDERAL STP SMALL URBAN FUNDS	LRIP ELIGIBLE	MUNICIPAL STATE AID COST	CITY COST
200 BLOCK BELGRADE AVENUE	\$1,503,000	9			
TH 169/BELGRADE AVENUE SB					
INTERSECTION - CITY SHARE	\$437,000	\$349,600	\$87,400	\$0	\$0
BELGRADE AVENUE MILL & OVERLAY	\$548,700	\$0	\$477,100	\$71,600	
LEE BOULEVARD MILL & OVERLAY	\$159,700	\$0	\$138,900	\$20,800	\$0
TRAFFIC SIGNALS	\$460,000	\$0	\$400,000	\$60,000	.\$0
TOTALS	\$3,108,400	\$1,221,568	\$1,321,392	\$370,440	\$195,000

A resolution authorizing the application for LRIP funding as outlined herein is included in the City Council packet for your consideration. I will be available at the November 20<sup>th</sup> council meeting to answer any questions you may have.

RESOLUTION APPROVING CITY SUPPORT TO FUND ENGINEERING, RIGHT-OF-WAY, INSPECTION, AND OTHER NON-LRIP ELIGIBLE COSTS, AS WELL AS LRIP-ELIGIBLE ITEMS IN EXCESS OF THE LRIP GRANT AMOUNT FOR IMPROVEMENTS TO SECTIONS OF LEE BOULEVARD AND BELGRADE AVENUE

WHEREAS, \$84.954 million in grant funding is available through the Local Road Improvement Program (LRIP) Grant Solicitation, with a cap of \$1.5 million for each project; and,

WHEREAS, the city acknowledges that LRIP funds can be used on reasonable eligible costs associated with roadway construction, and

WHEREAS other costs, including but not limited to: consultant engineering and inspection, utility construction, as well as construction costs above the LRIP award will need to have alternate funding sources; and,

WHEREAS, Lee Boulevard, from its southern intersection with Lookout Drive to its intersection with Belgrade Avenue, and Belgrade Avenue, from Lee Boulevard to Range Street, are candidates for milling and overlaying of new pavement due to deteriorating pavement conditions and ADA deficiencies on pedestrian infrastructure; and,

WHEREAS, Belgrade Avenue from Range Street to the Nicollet Avenue intersection exhibits pedestrian crossing safety issues and contains sidewalk that is not compliant with Americans with Disabilities Act (ADA) standards; and,

WHEREAS, many have observed speeding traffic along the 200 block of Belgrade Avenue and have perceptions that pedestrian movement along and across this section is dangerous; and,

WHEREAS, conversion of this section of Belgrade Avenue, from a four-lane section with two through-lanes for both eastbound and westbound movements, to a three-lane section with center turn-lane will allow for the construction of additional sidewalk width that will enable ADA compliance and will narrow the street width for shorter pedestrian crossing distances and traffic calming; and,

WHEREAS, The addition of curb bumpouts will also minimize pedestrian crossing distance at intersections and promote driver awareness of pedestrians in crosswalks which will improve safety; and,

WHEREAS, Lee Boulevard and Belgrade Avenue are both minor arterial roadways with Lee Boulevard carrying up to 9,200 vehicles per day (2015 estimate) and Belgrade Avenue carrying 5,900 to 8,100 vehicles per day (2019 estimate) according to the Minnesota Department of Transportation's (MnDOT) latest average daily traffic estimates; and,

WHEREAS, the proposed improvements have been identified as priority rehabilitation projects in the Mankato/North Mankato Area Planning Organization (MAPO) 2045 Long Range Transportation Plan Update; and,

WHEREAS, the 2017 Belgrade Avenue Corridor Study, the 2017 Belgrade Avenue Master Plan, and a series of local stakeholder engagement sessions have identified deficiencies and recommended the Belgrade Avenue three-lane conversion project; and,

WHEREAS, Belgrade Avenue is considered a route of regional significance that provides (1) the primary connection between the cities of Mankato and North Mankato, (2) direct access to U.S. Trunk Highway 169, and (3) passes through North Mankato's primary Central Business District which serves as a destination gathering space for community events and maintains attributes of a historic downtown; and.

WHEREAS, all residents, property owners, and visitors, including those with disabilities, will benefit from expanded, ADA-compliant sidewalk infrastructure for improved access to adjacent retail and service establishments; and,

WHEREAS, all residents, property owners, and visitors, will benefit from enhancements to the pedestrian realm including more space for sidewalk amenities and more parking on the north side of the street; and,

WHEREAS, the Belgrade Avenue reconstruction project connects with MnDOT's reconstruction of the Veteran's Memorial Bridge/U.S. Trunk Highway 169 ramp intersection and each project impacts the other's design requiring agency coordination; and,

WHEREAS, the total estimated cost of the Belgrade Avenue Reconstruction Project is \$1,503,000 and the total estimated cost for the Belgrade Avenue/Lee Boulevard Mill & Overlay Project is \$1,168,400, and the City's share of the U.S. Trunk Highway 169 ramp intersection cost is \$437,000, so the total estimated cost is \$3,108,400; and,

WHEREAS, North Mankato has secured federal funds through the STP Small Urban Funding Program in the amount of \$1,224,640 and LRIP funding will supplement that funding to offset the City's cost share, and

WHEREAS, the estimated amount of LRIP funding would be \$1,321,392

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA that the City Council supports the mill and overlay of Lee Boulevard from Lookout Drive (lower) to Belgrade Avenue, the mill and overlay of Belgrade Avenue from Lee Boulevard to Range Street, and the reconstruction of Belgrade Avenue from Range Street to the Nicollet Avenue and agrees to maintain such improvements.

BE IT FURTHER RESOLVED that the City Council hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding in the amount of \$1,321,392 and authorizes staff to prepare and submit such application.

Adoption by the City Council of the City	y of North Mankato this 20 <sup>th</sup> day of November, 2023.
ATTEST:	Mayor
City Clerk	_

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 12D	Dept: Administration	Council Meeting	g Date: 11/20/23
TITLE OF ISSUE: Consider Resolution Plan Project.	to Support a Minnesota R	iver-Mankato Water	shed One Watershed, One
BACKGROUND AND SUPPLEMENTA overview of the proposed resolution.	L INFORMATION: City	Administrator McCa	ann will provide an
REQUESTED COUNCIL ACTION: Add Watershed, One Plan Project.		a Minnesota River-M	
Motion By: Second By:  Vote Record:  Aye  Steiner  Peterson  Oachs  Whitlock  Carlson	Resolution Of Other (speci		Minutes Map
Workshop  X Regular Meeting  Special Meeting		Table until:	

#### **RESOLUTION NO. 77-23**

#### Resolution to support a Minnesota River - Mankato Watershed One Watershed, One Plan project.

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

**WHEREAS**, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103D.401, Watershed Management Plan, authorizes Minnesota Watershed Districts to develop and implement a watershed management plan; and

**WHEREAS**, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

**WHEREAS**, the counties, soil and water conservation districts, cities, and watershed districts within the Minnesota River - Mankato Watershed, as delineated in the attached One Watershed, One Plan Planning Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

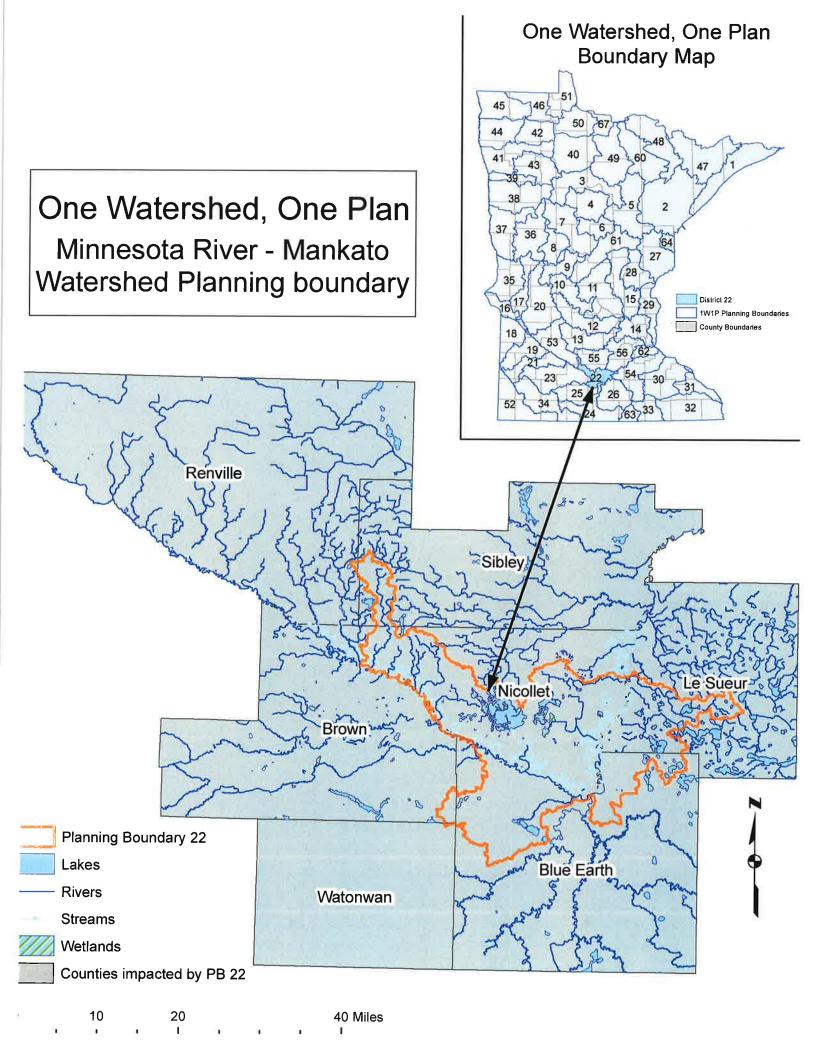
**NOW, THEREFORE, BE IT RESOLVED**, that the City of North Mankato recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

**BE IT FURTHER RESOLVED** that the City of North Mankato welcomes the opportunity to collaborate with the counties, soil and water conservation districts, cities, and watershed districts within the Minnesota River - Mankato Watershed for watershed-scale planning efforts in the future; and

**BE IT FURTHER RESOLVED** that the City of North Mankato supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties, soil and water conservation districts, cities, and watershed districts within the Minnesota River - Mankato Watershed, to collaborate on this effort.

Adopted by the City Council of the City of North Mankato, County of Nicollet, State of Minnesota, this the 20<sup>th</sup> day of November 2023.

	Mayor	
ATTEST		



This change of service will require public engagement per our Title VI Plan.

North Mankato will arrange and host an open house, advertised through mixed media channels and letters of invitation sent to those eligible for North Mankato Flex and Paratransit Service. Mailing addresses are available due to the nature of scheduled service. Transit staff will attend to support answering questions.

**Section 1. Fixed Route (Bus Route 5):** The City of Mankato will provide service on a thirty-minute frequency from the Cherry Street Bus Stop:

- Weekdays between the hours of 6:05 a.m. and 5:05 p.m. (11.0 revenue hours)
- Saturdays between the hours of 10:00 am and 6:00 p.m. (8.0 revenue hours)

(No change to the routing, stops continue to be scheduled only; flag down service is unavailable.)

#### Section 2. Paratransit Bus Service: No Change

(Complementary Paratransit service within the city of North Mankato will be aligned with the hours and days of transit service operating within the North Mankato city limits.)

#### Section 3. Demand Response Service (North Kato Flex): Delete all

(Operationally, we do not have the ability to align Flex Service with transfer connections at Cherry Street Bus Stop for Routes 10 and 11.)

#### Section \_. Episodic Service: Per the Mayor's request

With a minimum of 30-days written notice, North Mankato can request Episodic Service for special city-wide events open to the public. Mankato Transit will respond to the request in writing within 10 days. Service shall be at the agreed upon rate per hour for 2024.

No change to estimated cost per hour \$40.53

Price difference from the executed agreement, an increase of \$1,357.75

2024	Hours	Days of	Hours	Cost Per Year
North Mankato (Existing)	per day	Service	per year	
*Route 5 - Fixed Route	4.5	255	1147.5	\$46,508.18
Kato Flex - Demand Response	8.0	255	2040	\$82,681.20
Estimated Budget	12.5	255	3,187.5	\$129,189.38

2024 North Mankato (Change)	Hours per Day	Days of Service	Hours per Year	Cost per Year
Weekday *Route 5 – Fixed Route	11.0	255	2805	\$113,686.65
Saturday *Route 5 – Fixed Route	8.0	52	416	\$16,860.48
Estimated Budget		307	3221	\$130,547.13

<sup>\*</sup>Includes Paratransit Service

			ROU	OUTE 2	MOND	AY - FRIDAY   6:35 AM - 5:35 PM	- 5:35 PM
Departs Cherry St.	Lincoln Community	Stadium Rd. & James	Student Union	Nelson Hall	Stadium Rd. & James	Lincoln Community	Arrives Cherry St.
:35	:38	:44	:46	:20	:55	10:	:03
:05	90:	:14	91	:20	225	53	:33

					ROU	OUTE 3		MOM	DAY - FRIDAY	6:35 AM - 5:35 P	М
Departs Cherry St.	Gus Johnson Plaza Apartments	Lime St.	Kwik Trip	Walmart	River Hills Mall	Business Development Center	Omess Plaza	Caledonia St.	Lime St.	Gus Johnson Arr Plaza Apartments	Arrives Cherry St.
:35	:40	:44	255	:58	:04	:07	:16	.17	.21	:26	:33

Deports Cherry St.         Belgrade Ave., & Center St.         Colony Court Aprils.         South Central College.         Tower Blvd. & James Dr.         Precision Press         Carlson Dr. & Rolling Green Ln.         Arrives Cherry St.           :05         :09         :13         :14         :15         :19         :21         :32           :35         :39         :44         :45         :49         :51         :03				KODIE S NOKI	HMANKAIO	MUNDAT - FRUIT	11 6:05 AM - 8:35 AM   3:05	FM-5:05 FM
.13 .14 .15 .19 .21 .21 .44 .44 .45 .49 .51	Departs Cherry St.	Belgrade Ave, & Center St.	Colony Court Apts.	South Central College	Tower Blvd. & James Dr.	Precision Press	Carlson Dr. & Rolling Green Ln.	Arrives Cherry St.
.45 .49 .51	:05	60:	:13	114	:15	:19	:21	:32
	:35	:39	:43	:44	:45	.49	15:	:03

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5	Arrives Student Union	:S:			Arrives Nelson Hall
4 - 5:55 P	Performing Arts Center	:45		- 10 PM	Arrives
MUNDAY - FRIDAY   6:33 AM - 5:55 PM	The Grove Apartments	4		DAY 10 AM	Ramsey St.
DAY - FRID	Marwood Dr. & Black Eagle Dr.	35		HDAY - FRI	Cherry St.
MOM	Open Door Health Center	:33			Post Office
	Kwik Trip	:30			N Broad St. & E Plum St.
	River Hills Mall	:27			The Hub/ Old Town
KOUIE	Hy-Vee & Wow! Zone	:24		JE.	MCHS Event Center
3 2	Eastridge Clinic	.20		2	Sinclair MC Flats
	Driver's Exam Station	:18			
	Walmart	:15			ECHO Food Shelf
	Open Door Health Clinic	II.			Walgreen's
	Marwood Dr.fi Block Eagle Dr.	60:			Cherry Ridge Apartments
	Fire Station #3	90:			wood Ave. & Jarren St.
	The Grove F Apartments	:03			parts Nelson Maywood Ave. 8 Hall Warren St.
	Departs Student Union	:55			Departs Nels Hall

	Arrives Cherry St.	-33
A - 5:35 PA	Bethany Lutheran College	.78
40NDAY - FRIDAY   6:35 AM - 5:35 PM	Hospital - Door 2	-27
VY - FRIDA	Urgent Care - Main St	:25
MOND	Omess	.20
	Community Bank	14
	Wickersh- am Health Center	10:
	Business De- velopment Center	59
<b>10UTE 13</b>	Bomgaars	55:
Ž	Occu- pational Medicine	:52
	Modison East Center	:48
	Caledonia St.	:47
	Urgent Care - Main St.	:44
	Hospital - Door 2	:42
	Bethany Lutheran College	:40
	Cherry Ridge Apartments	:38
	Departs Cherry St.	:35

MONDAY THROUGH FRIDAY ROUTES 2 3 5 6 · 7. 13

54

:20

99 48

Office 91: :46

E Plum St. ÷

90:

:02

90: 36

<u>5</u>

00: 30

Apartments 9 35 SATURDAY AND SUNDAY

ROUTES:10 11

			- X II			ROUT	E 10		SATURDA	Y 10 AM - 5	PM SUNDAY	10 AM - 4:17 PM	, PM
Departs Cherry St.	Pleasant St. & Marshall St.	Stadium Rd. & S James Ave.	t Student Union MSU Library The Grave	MSU Library	The Grove Apartments	Marwood Dr. & Black Eagle Dr.	Walmart	Hy-Vee & Wow! Zone	River Hills Mall	r Hills Orness Plaza Urgent Care - Admin St.	Urgent Care - Main St.	Adams St. B. 5th St.	Arrives Cherry St.
:00	:05	90:	TI.	:12	17:	:23	:28	:34	:38	:43	:47	:54	:58
						POILT	2.44			CATHOR	4V 40.90 AM	E 20 084	

### Student Union Pleasant St. & Record St. MSU Library The Grove Apartments Marwood Dr. & Black Eagle Dr. 90: Walmart 00: Hy-Vee & Wow! Zone River Hills Mall 20 Adams St. & Urgent Care - Orness Plaza Occupational 4th St. Main St. 4 40 Departs Cherry St.

Kato Flex operates Monday to Friday and requires a geographical qualification. The base fare for this service is \$2 or an 11 Ride Pass may be purchased for \$20. Reservations are required. Call 311 or 507-387-8600 to determine eligibility for this service.

A Mobility Bus operates 7 days a week and requires medical certification of a disability that prevents a person fram accessing ADA accessible fixed route buses. The base fare for this service is \$3 or an 11 Ride Pass may be purchased for \$30. Reservations are required. Call 311 or 387-8600.

Thanksgiving Day Christmas Day Labor Day Independence Day New Year's Day Easter Day

Memorial Day

# MANKATOMN.GOV/BUS

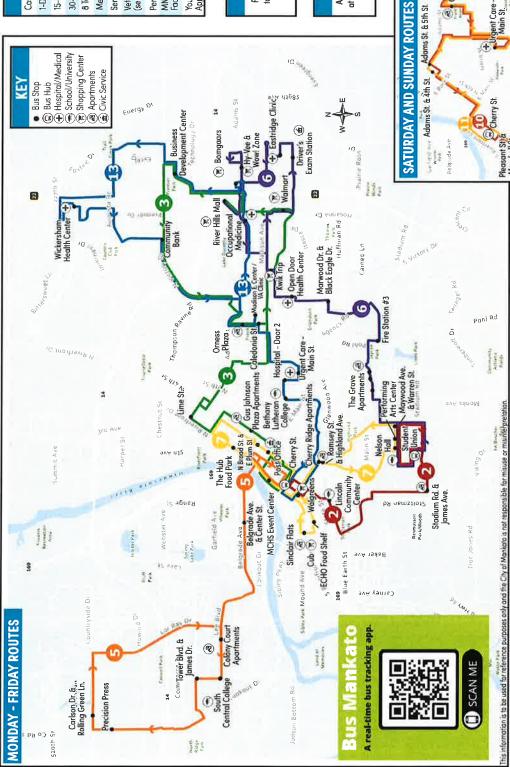
311 OR 507-387-8600

Arrives Cherry St.









Bus services are provided through a partnership between the cities of Mankato and North Mankato, Minnesoto State University, Mankato, and the Minnesota Department of Transportation.

The City of Mankato's Transit System operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person whobelieves they have been aggrieved by any unlowful discriminatory practice under Title VI may file a complaint with the City of Mankato. For more information on the City of Mankato's civil right program, and the pracedures to file a complaint, call 311 or (507) 387-8600, mail Associate Director Transportation Planning Services, 10 Civic Center Plaza, Mankato, MN 56002-3368 or wisit our customer service office at the Intergovernmental Center, 10 Civic Center Plaza, Mankala, MN, 56002-3368. For more information, visit www.mankatomn.gov

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention. Title VI Program Coordinator, East Building, 5th Floor-ICR, 1200 New Jersey Ave,, 5E, Washington, DC 20590 If information is needed in another language, then contact 311 or (507) 387-8600.

Si necesita información en otro idioma, comuniquese al 311 o (507) 387-8600. Hoddii macluumaadka looga baahan yahay luqaa kale, la xiriir 311 ama (507) 387-8600

#### No cost with MavCARD No cost No cost \$40 \$5 75¢ 75¢ 75¢ MN State University, Mankato Students, Faculty and Staff Youth (Age 0 to High School with Applicable School ID) 30-Day Frequent Rider Pass 15-Day Frequent Rider Pass 1-Day Frequent Rider Pass Seniors (age 60 or alder) Veterans with a VA Card Persons with Disabilities Medicare Card Holder (service connected) Cash Fare 8 Tokens

# TRANSFERS

Free (expires after 1 hour). A transfer allows passengers to continue their trip to a location from a different route Transfers may not be used to complete a round trip.

# **BIKE RACKS**

All buses are equipped with bike racks that may be used at no charge by any of our customers. No bikes or scoolers inside buses.

