

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 March 20, 2023. Mayor Carlson called the meeting to order at 7:00 pm, asking everyone to join the Pledge of Allegiance. The following were present for roll call: Council Members Oachs, Peterson, Whitlock, Steiner, City Administrator McCann, Finance Director Ryan, Community Development Director Fischer, Public Works Director Arnold, and 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 Oachs, Peterson, Whitlock, Steiner, aye, no nays. Motion carried.

Approval of Council Minutes from March 6, 2023, Council Meeting.

Council Member Oachs moved, seconded by Council Member Steiner, to approve the Council Meeting Minutes of March 6, 2023. Vote on the motion Oachs, Peterson, Whitlock, Steiner, and Carlson, aye, no nays. Motion carried.

Approval of Council Work Session Minutes from March 6, 2023, Council Work Session.

Council Member Oachs moved, seconded by Council Member Whitlock, to approve the Council Work Session Minutes of March 6, 2023. Vote on the motion Oachs, Peterson, Whitlock, Steiner, and Carlson, aye, no nays. Motion carried.

Public Hearing, 7 pm Relating to the Proposed Establishment of Development District No. 2 and the Establishment of Tax Increment Financing District No. 2-1.

Tammy Omdal, Northland Securities, reviewed the requirements for a TIF Plan in Minnesota. She reported that the TIF Plan would describe the project to be financed and provide specific information about the development activity. The TIF is created by the authority/City, reviewed by the county and school district, and approved by the City.

Ms. Omdal reported that the proposed project site is currently unoccupied. The proposed use of the building to be constructed meets the criteria for establishing an "economic development" TIF District. The proposed use is warehousing and distribution. The proposed boundaries of the TIF district include approximately 10 acres of a 12.57-acre parcel.

Ms. Omdal explained how a TIF works. Property taxes are based on base valuation. The value that existed before the development will be payable to local taxing jurisdictions and not captured for TIF. The difference between the base value and the new taxable market value (captured value) is estimated at approximately \$9.0 million. Taxes on the captured value will generate tax increment to assist the project.

Ms. Omdal reviewed the estimated taxable market value upon project completion in 2025, along with the annual captured taxes and estimated annual taxes payable from the property for all jurisdictions. In 2022 the property had a current tax of \$7,022. In 2025, the annual taxes received by taxing jurisdictions from property within TIF District is \$100,050, and the annual captured taxes (Tax Increment) from TIF District is \$228,002, so the total combined estimated annual payable from the property is \$328,052.

Ms. Omdal reviewed the terms for assistance to the developer, which includes the City considering approval of the TIF Plan. The TIF Plan provides the framework for the terms for assistance to the Developer, and the City will consider approval of a TIF agreement with the Developer. The TIF will reimburse up to \$1.26 million of land and site improvements paid by the developer on a pay-go basis from 97.5% of the "remaining TIF." The remaining TIF is after the first \$40,556 of annual TIF collected up to an aggregate amount not to exceed \$365,000 to be retained by the City to reimburse itself for the costs of the Public Improvements. The TIF revenue note will bear simple interest at a rate of 5.5%. The City will regain 2.5% of TIF for administrative costs. Ms. Omdal stated that based on current market conditions, the proposed project would not happen solely through private investment; without TIF return, the developer is not at sufficient funding levels, so it is reasonable to assume the project would not proceed.

City Administrator McCann invited a Gordini, USA representative to come forward and speak concerning the proposed TIF District and development. David Gellis, president of Gordini USA Inc., appeared before Council and stated that the company was founded in 1956, and he has been president for the past 10 years. The business is working on expanding its portfolio to expand its brand from ski products to more general outdoor activities. The company currently has its distribution center in Vermont but has received feedback from its clients that they would like more central distribution centers. He stated that the company had been pleased with what they had found in North Mankato and was excited about the expansion.

Barb Church, 102 Wheeler Avenue, appeared before the Council and welcomed Gordini to the City.

With no one else appearing before Council, Mayor Carlson closed the public hearing.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 21-23 Accepting Donations/Contributions/Grants.
- C. Res. No. 22-23 Declaring Surplus Vehicles and Equipment.
- D. Res. No. 23-23 Waiving Waiting Period for Exemption from Lawful Gambling License for Holy Rosary Church.
- E. Res. No. 24-23 Proclaiming No-Mow May in North Mankato.

Vote on the motion Oachs, Peterson, Whitlock, Steiner, and Carlson, aye, no nays. Motion carried.

Public Comments Concerning Business Items on the Agenda.

None.

Business Items

Res. No. 25-23 Establishing Development District No. 2 and Adopting the Development Program Therefore; Establishing Tax Increment Financing District No. 2-1 Within Development District No. 2 and Adopting the Tax Increment Financing Plan Therefore; Authorizing an Interfund Loan; Authorizing Execution of Development Agreement; and Approving a Business Subsidy.

Council Member Steiner moved, seconded by Council Member Oachs to Adopt Res. No. 25-23 Establishing Development District No. 2 and Adopting the Development Program

Therefore, Establishing Tax Increment Financing District No. 2-1 Within Development District No. 2 and Adopting the Tax Increment Financing Plan Therefore; Authorizing an Interfund Loan; Authorizing Execution of Development Agreement; and Approving a Business Subsidy. Vote on the motion Oachs, Peterson, Whitlock, Steiner, and Carlson, aye, no nays. Motion carried.

Res. No. 26-23 Authorizing North Mankato City Staff to Execute all Necessary Documents to Ensure North Mankato City Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants in Minnesota Opioids State-Subdivision Memorandum of Agreement.

Attorney Kennedy appeared before the Council and stated that the resolution would bring the City into the multistate settlement relating to the opioid supply chain. The City of North Mankato would not receive any funds because the City does not have a Health and Human Services Department; rather, the funds would be administered by Nicollet County. But the more cities that sign on, the more funds will be available for distribution to our local communities.

Council Member Oachs moved, seconded by Council Member Peterson to Adopt Res. No. 26-23 Authorizing North Mankato City Staff to Execute all Necessary Documents to Ensure North Mankato City Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants in Minnesota Opioids State-Subdivision Memorandum of Agreement. Vote on the motion Oachs, Peterson, Whitlock, Steiner, and Carlson, aye, no nays. Motion carried.

Open Forum

Barb Church 102 Wheeler Avenue, appeared before Council and stated that the DNA logo should be changed but proceed with the advertising campaign. She stated that those who had purchased water meters should be refunded. She stated she was not looking for an apology from a Council Member; rather, she wanted consequences for that Council Member.

Tom Hagen, 927 Lake Street, appeared before Council and stated the Mayor had spoken with Mr. Borchardt and he believed the issue was resolved.

City Administrator and Staff Comments

Public Works Director Arnold reported that the City would reopen the Brush Site beginning the week of March 27th or April 3rd.

City Administrator McCann invited residents out to Bunnies on Belgrade on April 1, 2023, starting at 4:00 p.m.

City Administrator McCann reported that the City is hiring for the 2023 Summer Seasonal Positions. Positions include parks, Caswell Parks and concessions, Caswell League Officials, youth sports coaches, street department, and parks department. Applications can be located on the City's website.

City Administrator McCann reported that the Greater Mankato Inclusivity Study Launch event would be held Wednesday, May 10th, at 11 am.

City Administrator McCann reported that GMG's Transforming Tomorrow Together 2040 is a planning and visioning project, exploring the future and building a vision for 2040.

Mayor and Council Comments

Council Member Whitlock noted the contribution from the William Altnow Estate. Mr. Altnow was a long-time Free Press photographer, and he was grateful for the donation to the Police Department.

Council Member Peterson thanked Gordini for coming to the City of North Mankato.

Council Member Peterson reported he received some calls from residents who were experiencing issues accessing their mailboxes due to ice build-up. Both residents had physical disabilities that prevented them from clearing and accessing their mailboxes. Council Member Peterson stated he understood the City had received a lot of snow but was unsure about the City's policies and practices concerning snowplowing.

Mayor Carlson encouraged residents to apply for seasonal positions.

Mayor Carlson noted he has been attending Legislative meetings concerning the City's bonding request.

At 7:28 pm, on a motion by Council Member Peterson, seconded by Council Member Oachs, the Council Meeting was adjourned.

Mayor

City Clerk

COUNCIL WORK SESSION March 20, 2023

Under due call and notice thereof, a Council Work Session of the North Mankato City Council was held in the Council Chambers on March 20, 2023. Mayor Carlson called the meeting to order at 5:30 pm. The following were present for roll call: Council Members Oachs, Peterson, Whitlock, Steiner, City Administrator McCann, Finance Director Ryan, and City Clerk Van Genderen.

Caswell Sports Annual Report 2022

Caswell Sports Director Tostenson appeared before Council and reviewed the Caswell Sports Annual Report 2022. He stated Caswell Sports had a strong 2022 season with various programs and events offered. The complex is also in the final stages of renovation. The Caswell Softball Complex held 17 events in 2022, the same as in 2021, due to closing early for renovations. The Economic Impact was estimated at just over \$7.9 million compared to \$7 million in 2021. The Minnesota State High School League Girls' State Tournament had an overall attendance of just under 11,000 paid admissions for the two-day event. The complex also hosted five state tournaments, three invitational tournaments, and one national tournament. There were 26,668 visitors in 2022 compared to 30,230 event visitors in 2021. The estimated hotel rooms for 2022 were 10,462 room nights.

Caswell Sports Director Tostenson reported that in 2023 Caswell Park would host the Men's Major Fastpitch, with teams from North America competing in July. The facility will also host the USA Softball 16 West National Championship in July.

The Caswell North Soccer Complex hosted 395 games during the 2022 season. Five outside schools used the complex in 2022, including Mankato East, Mankato West, Immanuel Lutheran High School, Mount Olive School, and Minnesota State University, Mankato, for practices. Caswell North hosted the annual Pack the Stands event in 2022, a game between Mankato West and Mankato East. In 2023 the Caswell North Soccer Complex is working with Mankato United to host a college showcase tournament, and a high school showcase of area teams, and working with the Minnesota State High School League to secure section championships for boys' and girls' soccer. Council Member Peterson asked if the school pays rent for facility use. Caswell Sports Director Tostenson reported they do not. As part of the agreement, the City also maintains the overflow parking.

Caswell Sports Director Tostenson stated that Caswell Sports operated additional sports recreation. He said Caswell Sports operated a wrestling program with 91 participants in 2022. The Youth Football program had 996 participants from Cleveland, St. Peter, Blue Earth, Fairmont, and North Mankato/Mankato Area, an increase of 320 due to added grade levels and communities. Junior Tennis Camps were held with a total of 86 participants. Youth golf and t-ball were also offered. Adult recreation team numbers included 95 adult summer softball teams and 94 sand volleyball teams. No fall softball was offered due to construction.

Mayor Carlson requested clarification if Caswell Sports was getting closer to cash flowing. He noted that a rough estimate for revenue per person was \$5.50. He wondered if it could be increased by \$1.50 through creative options. Caswell Sports Director Tostenson noted that additional revenue would come through additional advertising opportunities with the new scoreboards and signage. He also said that the City was working on establishing a streaming service that could be a source of revenue. Council Member Oachs stated she would like to meet with him again concerning options for the concession stand as the stand has a captured audience. Culture, Recreation, and Quality of Life Director Heintz said they worked with local providers to change and manage the concession sales. Council Member Peterson noted that the number of

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teams in 2022 increased, but revenue decreased. Caswell Sports Director Tostenson stated that cost depended on the league, so there may be less revenue. Council Member Peterson asked why Caswell North had no economic impact data. Caswell Sports Director Tostenson reported that he is not comfortable estimating due to the City not running the events.

City Administrator McCann reported that the City established Caswell Sports as its own fund so the City could better track the revenue and expenses. Mayor Carlson commented that the youth football program was paying many people when it could be possible to complete a lot of the work through volunteers.

Discuss DNA Branding

Stacy Straka, the Creative Director of PresenceMaker, appeared before the Council. Ms. Straka defined place branding, explained the importance of place branding, and explained the principles of place branding. She stated that the principles included distinctive positioning, authenticity, and content quality. Ms. Straka reviewed examples of place branding from other regions and locations.

Ms. Straka stated that she believes North Mankato's place branding allows North Mankato to creatively share the community's personality, stories, and information about the City's valuable assets with everyone. She stated that the plan is multifaceted and rooted in what is important to the City's culture, history, citizen base, and economic future. She viewed the campaign as bold, engaging, and memorable. She noted that the campaign incorporates a wide range of attributes pointed to specific audiences and initiatives that she believes align with the strategic vision and plans for North Mankato. The campaign uses sector identifiers as creative elements in North Mankato's place branding toolkit to help carry brand consistency to individual markets. The sector identifiers are used with messaging to promote sector awareness, engagement, and opportunities. Ms. Straka reviewed the Place Branding, which included the Darn Nice Area Logo. She also showed the Darn Nice Area sector identifiers, which included overall livability, which uses the word happiness; community and culture, which uses kindness; economic development, uses success and progress; destination attraction, which uses fun; livability, which uses stories; arts, and culture which uses the word beauty; and culture and social justice which uses the word togetherness. Ms. Straka reviewed the proposed and current banners and billboards, website, and place identifiers included with the place branding campaign.

City Administrator McCann thanked Ms. Straka for coming before Council to review the place branding logo and campaign. He stated that the presentation would bring the Council up to speed and allow them to consider the information during the strategic planning. Mayor Carlson stated he had not heard the pitch before and believed the strategy was good, but said he needed to be completely sold on the logo. Although, he liked the colors and the overall plan.

Council Member Steiner stated he agreed with the marketing plan but did not like the logo, and many people contacted him who also did not like the logo. Ms. Straka noted that she believes the logo comes from the idea that the City is very Minnesotan and that North Mankato may not be the best, but it can still be Darn Nice. She stated she thought it was memorable and unique.

Council Member Peterson stated he had received calls from residents who would like the City to eliminate the campaign. He asked why the City could not be the greatest.

Council Member Whitlock stated he has heard good and bad concerning the logo. He would like to see the D, N, and A larger in the Darn Nice Area logo to help solidify and tie back the "It's in our DNA" to the Darn Nice Area Logo.

COUNCIL WORK SESSION March 20, 2023

Council Member Oachs stated she has heard good and bad concerning the logo. She said she likes the DNA but has concerns about the "Darn."

Mayor Carlson thanked Ms. Straka for providing the overview, and while he does not love the logo Darn Nice Area, he liked the marketing plan.

Culture, Recreation, and Quality of Life Department 2022 Annual Report

Culture, Recreation, and Quality of Life Director Heintz stated it was a great year with many well-attended events, welcoming people into the facilities and engaging the community in activities.

Culture, Recreation, and Quality of Life Director Heintz stated that the Swim Facility saw 44,451 visitors in 2022, and the pool was open for 85 days. They had 934 kids attend swim lessons, with an additional 28 families with special needs requesting private swim lessons. The facility hosted 29 special events and 47 birthday party packages. There were 8 Zumba classes with 1,283 people in attendance. Working with Connecting Kids, the pool gave out 246 sponsorships for swim lessons and punch passes. They had \$118,141 in concession stand sales and sold 743 family memberships and 45 individual memberships. The pool hired 46 lifeguards and 40 to 50 pool attendants and concession workers.

Culture, Recreation, and Quality of Life Director Heintz stated that in 2023, the goal is to welcome 48,000 people to the pool, register over 1,000 kids for swim lessons, expand the fitness offerings to include lap swimming, and sponsor at least 120 kids with Connecting Kids. Mayor Carlson requested clarification on the pool capacity. Culture, Recreation, and Quality of Life Director Heintz reported that the team allows 750 as a safe number.

Culture, Recreation, and Quality of Life Director Heintz reported that the department launched six new programs designed to improve Quality of Life, including Red Cross Certification Classes, Babysitter Training, First Aid/CPR, Lay Rescuer, and Basic Life Support classes. The department also began offering active aging classes, Weight Management, and Chronic Disease/Pain Management. The department hosted fall/winter adult programming with Trivia and Snowshoeing events. She reported that the department had revenue of \$1,815 in 2022. Council Member Oachs encouraged Katie to send information concerning CPR training to businesses in town.

Culture, Recreation, and Quality of Life Director Heintz reported that library circulation in 2022 was 97,674, with approximately 102,190 people entering the library. Overdrive eBook circulation was 12,433. The Bookmobile circulation was 15,288, with about 10,000 people getting on the Bookmobile. The department hosted 580 events/programs in 2022, with 22,866 people attending. Culture, Recreation, and Quality of Life Director Heintz reported that the library collection added 4,765 items, and the Bookmobile added 760 items. Mayor Carlson stated that with 5,000 items being added, how much is on the floor? Culture, Recreation, and Quality of Life Director Heintz reported that most were on the floor, and some were in storage. The library does remove damaged materials and items that are not circulating.

Continue Water Meter Discussion

City Administrator McCann noted that the Council received a memo from Finance Director Ryan outlining information concerning the proposed water meter ordinance and discussion concerning ownership of the meters. Staff sought direction from the Council before determining numbers and providing additional information.

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Council Member Oachs stated she received a phone call from a resident questioning if she needed to replace her meter. She rents out a portion of her house but pays for all the utilities. Finance Director Ryan stated the resident would need to replace her meter because the ordinance's language says before they receive their rental license. So if she wants to maintain her rental license, she must obtain a new meter.

Council Member Peterson requested Public Works Director Arnold's position. Public Works Director Arnold reported that all options have pros and cons. Mayor Carlson also believed there were pros and cons but did not want the process to drag on for ten years. He supported implementation sooner rather than later. Mayor Carlson said that the City might need to be creative with its financing for the project. Council Member Whitlock stated that the City would need to determine who will own the meters, and if the City moves forward with owning the meters, then there may be issues with refunding those that have already replaced their meters. Council Member Peterson said some meters are ineffective that residents don't want to replace; if the City owns the meter and replaces them, it will help recoup the cost. Public Works Director Arnold stated he was uncomfortable with saying how long it would take to recoup the cost through better water meter data collection. He noted that the City could proceed on the current path and, after all the meters are swapped, begin taking ownership at that point. It would prevent issues with reimbursing those that have already replaced their meters. Council Member Oachs stated she believes it would be best if the City owned and paid for the replacement of the meters. She thinks having a monthly fee rather than a one-time payment would be easier for most people. Finance Director Ryan stated that one scenario would be a \$1.8 million bond at 4% interest. The City would need to increase the base amount per meter by \$2.40. Mayor Carlson stated it would be good to invest in the system and not drag out the change. He thought it would be good for the City to own the meter and add a charge to the residents' base water bill. City Administrator McCann stated that the staff understands that the Council would like to move forward with owning the meters and completing a total change out in the next few years. He stated that the turnover would be achieved through an outside contractor.

Council Member Oach moved, seconded by Council Member Peterson, to adjourn the Council Work Session at 6:40 pm.

Mayor

City Clerk



City of North Mankato, MN

Check Report

By Vendor Name

Date Range: 4/3/23

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|---------------------------------------|--------------|--------------|-----------------|----------------|------------|
| Bank Code: APBNK-APBNK | | | | | | |
| 00083 | ANDERSON-CRANE RUBBER CO. INC. | 04/03/2023 | Regular | 0 | 439.72 | 97207 |
| 02434 | AUSTIN'S AUTO REPAIR CENTER, INC. | 04/03/2023 | Regular | 0 | 86.40 | 97208 |
| 00274 | COALITION OF GREATER MINNESOTA CITIES | 04/03/2023 | Regular | 0 | 510.00 | 97209 |
| 00322 | DALCO | 04/03/2023 | Regular | 0 | 1,046.94 | 97210 |
| 00349 | DISCOUNT PAPER PRODUCTS, INC. | 04/03/2023 | Regular | 0 | 74.50 | 97211 |
| 00401 | EXPRESS SERVICES, INC. | 04/03/2023 | Regular | 0 | 903.74 | 97212 |
| 03584 | FACTORY MOTOR PARTS | 04/03/2023 | Regular | 0 | 226.71 | 97213 |
| 00409 | FERGUSON ENTERPRISES, INC | 04/03/2023 | Regular | 0 | 31,469.24 | 97214 |
| 00458 | FRONTLINE WARNING SYSTEMS | 04/03/2023 | Regular | 0 | 9,608.80 | 97215 |
| 00499 | GRAINGER | 04/03/2023 | Regular | 0 | 118.50 | 97216 |
| 00517 | H & L MESABI | 04/03/2023 | Regular | 0 | 1,155.00 | 97217 |
| 03665 | KATO MANUFACTURING LLC | 04/03/2023 | Regular | 0 | 300.00 | 97218 |
| 00639 | KIBBLE EQUIPMENT LLC | 04/03/2023 | Regular | 0 | 169.47 | 97219 |
| 00754 | LEAGUE OF MINNESOTA CITIES | 04/03/2023 | Regular | 0 | 820.00 | 97220 |
| 03879 | LIBRARY IDEAS LLC | 04/03/2023 | Regular | 0 | 511.72 | 97221 |
| 00847 | MATHESON TRI-GAS, INC. | 04/03/2023 | Regular | 0 | 29.37 | 97222 |
| 00951 | MINNESOTA TRUCK & TRACTOR, INC. | 04/03/2023 | Regular | 0 | 296.93 | 97223 |
| 01036 | NICOLLET COUNTY RECORDER/ABSTRACTER | 03/29/2023 | Regular | 0 | 56.00 | 97206 |
| 01106 | PETTY CASH | 03/23/2023 | Regular | 0 | 6,420.00 | 97203 |
| 01106 | PETTY CASH | 04/03/2023 | Regular | 0 | 78.37 | 97224 |
| 01133 | POWERPLAN/RDO EQUIPMENT | 04/03/2023 | Regular | 0 | 89.43 | 97225 |
| 03897 | RUBIN CONSTRUCTION LLC | 03/22/2023 | Regular | 0 | 298,245.97 | 97194 |
| 01295 | SNELL MOTORS, INC | 04/03/2023 | Regular | 0 | 184.76 | 97226 |
| 03894 | STARRY ELECTRIC, INC. | 04/03/2023 | Regular | 0 | 15,000.00 | 97227 |
| 01414 | TOWMASTER | 04/03/2023 | Regular | 0 | 405.41 | 97228 |
| 01433 | TYLER TECHNOLOGIES | 04/03/2023 | Regular | 0 | 1,418.00 | 97229 |
| 01544 | WINTER EQUIPMENT CO., INC. | 04/03/2023 | Regular | 0 | 9,550.80 | 97230 |
| 02033 | AMAZON.COM | 03/16/2023 | Bank Draft | 0 | 55.12 | DFT0007875 |
| 02033 | AMAZON.COM | 03/22/2023 | Bank Draft | 0 | 12.93 | DFT0007876 |
| 00101 | AT&T MOBILITY | 03/17/2023 | Bank Draft | 0 | 65.50 | DFT0007877 |
| 00241 | CHARTER COMMUNICATIONS | 03/16/2023 | Bank Draft | 0 | 276.43 | DFT0007878 |
| 00304 | CREATIVE AD SOLUTIONS, INC. | 03/22/2023 | Bank Draft | 0 | 107.44 | DFT0007879 |
| 00506 | GREATER MANKATO GROWTH, INC. | 03/21/2023 | Bank Draft | 0 | 300.00 | DFT0007880 |
| 00608 | INGRAM LIBRARY SERVICES | 03/27/2023 | Bank Draft | 0 | 2,690.79 | DFT0007881 |
| 00754 | LEAGUE OF MINNESOTA CITIES | 03/23/2023 | Bank Draft | 0 | 280.00 | DFT0007882 |
| 00923 | MINNESOTA DEPARTMENT OF LABOR & INDU: | 03/22/2023 | Bank Draft | 0 | 50.00 | DFT0007883 |
| 00910 | MINNESOTA VALLEY TESTING LAB, INC. | 03/27/2023 | Bank Draft | 0 | 85.80 | DFT0007884 |
| 00910 | MINNESOTA VALLEY TESTING LAB, INC. | 03/17/2023 | Bank Draft | 0 | 70.95 | DFT0007885 |
| 00910 | MINNESOTA VALLEY TESTING LAB, INC. | 03/21/2023 | Bank Draft | 0 | 85.80 | DFT0007886 |
| 00910 | MINNESOTA VALLEY TESTING LAB, INC. | 03/29/2023 | Bank Draft | 0 | 283.80 | DFT0007890 |
| 03237 | OFFICE SPACE DESIGN | 03/16/2023 | Bank Draft | 0 | 3,939.40 | DFT0007887 |
| 03279 | STERICYCLE INC | 03/27/2023 | Bank Draft | 0 | 28.94 | DFT0007888 |
| 02591 | UNITED TEAM ELITE | 03/22/2023 | Bank Draft | 0 | 97.00 | DFT0007889 |
| 00551 | A.H. HERMEL COMPANY | 04/05/2023 | EFT | 0 | 725.57 | 6196 |
| 00028 | AFFORDABLE TOWING OF MANKATO, INC. | 04/05/2023 | EFT | 0 | 200.00 | 6197 |
| 00036 | ALEX AIR APPARATUS, INC. | 04/05/2023 | EFT | 0 | 2,768.85 | 6198 |
| 00105 | AUTO VALUE MANKATO | 04/05/2023 | EFT | 0 | 319.04 | 6199 |
| 00172 | BOHRER, TOM | 04/05/2023 | EFT | 0 | 440.00 | 6200 |
| 00174 | BOLTON & MENK, INC. | 04/05/2023 | EFT | 0 | 7,193.50 | 6201 |
| 00216 | C & S SUPPLY CO, INC. | 04/05/2023 | EFT | 0 | 137.88 | 6202 |
| 02757 | CINTAS | 04/05/2023 | EFT | 0 | 257.55 | 6203 |
| 00343 | DH ATHLETICS LLC | 04/05/2023 | EFT | 0 | 3,892.00 | 6204 |
| 00463 | G & L AUTO SUPPLY, LLC | 04/05/2023 | EFT | 0 | 172.54 | 6205 |
| 00503 | GREAT AMERICAN BUSINESS PRODUCTS | 04/05/2023 | EFT | 0 | 1,477.99 | 6206 |
| 00538 | HAWKINS, INC. | 04/05/2023 | EFT | 0 | 3,671.23 | 6207 |
| 00743 | LARKSTUR ENGINEERING & SUPPLY, INC. | 04/05/2023 | EFT | 0 | 20.80 | 6208 |
| 00776 | LLOYD LUMBER CO. | 04/05/2023 | EFT | 0 | 340.58 | 6209 |

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|-------|--|------------|------------|---|-------------------|------------|
| 00793 | M & M SIGNS, INC. | 04/05/2023 | EFT | 0 | 1,511.00 | 6210 |
| 00797 | MAC TOOLS DISTRIBUTOR | 04/05/2023 | EFT | 0 | 69.97 | 6211 |
| 00825 | MANKATO MOTOR COMPANY | 04/05/2023 | EFT | 0 | 2,489.18 | 6212 |
| 00874 | MENARDS-MANKATO | 04/05/2023 | EFT | 0 | 276.83 | 6213 |
| 02532 | MIKE'S EMERGENCY VEHICLE INSTALLATIONS I | 04/05/2023 | EFT | 0 | 115.75 | 6214 |
| 03022 | MINNESOTA PAVING & MATERIALS | 04/05/2023 | EFT | 0 | 1,442.06 | 6215 |
| 00985 | MOSS & BARNETT | 04/05/2023 | EFT | 0 | 535.50 | 6216 |
| 00997 | MTI DISTRIBUTING CO | 04/05/2023 | EFT | 0 | 1,030.62 | 6217 |
| 01052 | NORTH CENTRAL INTERNATIONAL | 04/05/2023 | EFT | 0 | 333.95 | 6218 |
| 02005 | PANTHEON COMPUTERS | 04/05/2023 | EFT | 0 | 1,165.00 | 6219 |
| 01402 | POMPS TIRE | 04/05/2023 | EFT | 0 | 69.75 | 6220 |
| 01281 | SIGN PRO | 04/05/2023 | EFT | 0 | 15.00 | 6221 |
| 03442 | WASMUND, LARRY | 04/05/2023 | EFT | 0 | 500.00 | 6222 |
| 01477 | VIKING ELECTRIC SUPPLY, INC. | 03/22/2023 | Bank Draft | 0 | 87.52 | DFT0007896 |
| | | | | | 418,905.34 | 71 |

Authorization Signatures

All Council

The above manual and regular claims lists for 4/3/23 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 |
|---------------|--------------------------|----------|
| Ruthie Beahrs | Youth Sports Scholarship | \$45.00 |
| Gena Telcher | Youth Sports Scholarship | \$10.00 |
| Fran Hanson | 2-12x12 pavers | \$190.00 |
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| | | |
| Total | | \$245.00 |

Adopted by the City Council this 3rd day of April 2023.

Mayor

City Clerk



1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141 Fax: 507-625-4151
www.northmankato.com

Audio Permit

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AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND DATE OF EVENT: 6-24-23
☐ DJ/KARAOKE MACHINE BEGIN TIME: 6:00 PM
☐ OTHER: _____ END TIME: 10:00 PM

LOCATION / SHELTER: North Mankato American Legion Lot

EVENT NAME: Mission 22

ONSITE COORDINATOR: _____ PRINT NAME: Bruce Defries

MOBILE NUMBER: 507-340-7265

☒ I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT, AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO PERMIT.

PRINT NAME: Bruce Defries

SIGNATURE: [Signature]

DATE: 6-24-23

EMAIL: 25sprint@gmail.com

POLICE CHIEF: 126

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

City of North Mankato-Bandshell Rental

If you have any questions about the rental, please call 1-507-625-4141. The Rental Fee is \$400.00 and you will be invoiced.

Full Name

First Name

Bruce Defries

Last Name

Phone Number

507-340-7265

Sponsoring Organization Information

Organization

North Mankato American Legion

Organization Phone Number

507-625-1264

E-mail

Billing Address

Street Address

256 Belgrade Ave

Address Line 2

City

North Mankato

State

MN

Zip Code

56003

Google Maps 925 Center St



Imagery ©2023 Maxar Technologies, Map data ©2023 20 ft

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AMPLIFIED SOUND:

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LIVE MUSIC/BAND
DJ/KARAOKE MACHINE
OTHER: _____

DATE OF EVENT: 5/20/23
BEGIN TIME: 8pm
END TIME: 10pm

LOCATION / SHELTER:

Spinners Bar

EVENT NAME:

Whiskey Richard Band

ONSITE COORDINATOR:

PRINT NAME:

Clayton Oachs

MOBILE NUMBER:

507-382-8652

☒ I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO PERMIT.

PRINT NAME:

Clayton Oachs

SIGNATURE:

Clayton Oachs

DATE:

3-20-23

EMAIL:

Clayton@spinnersmnl.com

POLICE CHIEF:

126

CITY CLERK:

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

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AMPLIFIED SOUND:

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☐
☐

LIVE MUSIC/BAND
DJ/KARAOKE MACHINE
OTHER: _____

DATE OF EVENT: 6/10/23
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Spinners Bar

EVENT NAME: Melissa Schultz Band

ONSITE COORDINATOR:

PRINT NAME:

Clayton Oachs

MOBILE NUMBER:

507-382-8652

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PRINT NAME:

Clayton Oachs

SIGNATURE:

Clayton Oachs

DATE:

3/20/23

EMAIL:

Clayton@SpinnersMN.com

POLICE CHIEF:

126

CITY CLERK:

☐ DENIED ☐ APPROVED

☐

BOOK

☒

POLICE

☐

ONLINE

☐

\$25.00 FEE

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AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND DATE OF EVENT: 6/24/23
☐ DJ/KARAOKE MACHINE BEGIN TIME: 6pm
☐ OTHER: _____ END TIME: 10pm

LOCATION / SHELTER: Spinners Bar

EVENT NAME: Dark Horse Blues Band

ONSITE COORDINATOR: _____ PRINT NAME: Clayton Oachs

MOBILE NUMBER: 507-382-8652

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PRINT NAME: Clayton Oachs SIGNATURE: Clay Oachs
DATE: 3/20/23 EMAIL: Clayton@SpinnersMN.com

POLICE CHIEF: 126

CITY CLERK: _____

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

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AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND
☐ DJ/KARAOKE MACHINE
☐ OTHER: _____
DATE OF EVENT: 7/28/23
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Spinners Bar

EVENT NAME: Jim Stairs & Squishy Mud

ONSITE COORDINATOR: _____ PRINT NAME: Clayton Oachs

MOBILE NUMBER: 507-382-8652

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PRINT NAME: Clayton Oachs SIGNATURE: Clay Oachs
DATE: 3/20/23 EMAIL: Clayton@Spinnersmn.com

POLICE CHIEF: _____

CITY CLERK: _____

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

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AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND DATE OF EVENT: 8/12/23
☐ DJ/KARAOKE MACHINE BEGIN TIME: 6pm
☐ OTHER: _____ END TIME: 10pm

LOCATION / SHELTER: Spinners Bar

EVENT NAME: A Sip of Whiskey

ONSITE COORDINATOR: _____ PRINT NAME: Clayton Oachs

MOBILE NUMBER: 507-382-8652

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PRINT NAME: Clayton Oachs SIGNATURE: Clayton Oachs

DATE: 3/20/23 EMAIL: Clayton@spinnersmn.com

POLICE CHIEF: 126

CITY CLERK: _____

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

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AMPLIFIED SOUND:

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LIVE MUSIC/BAND
DJ/KARAOKE MACHINE
OTHER: _____

DATE OF EVENT: 8/26/23
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Spinners Bar

EVENT NAME: Vivian Hayes & The Hi-Praise

ONSITE COORDINATOR: _____ PRINT NAME: Clayton Dachs

MOBILE NUMBER: 507-382-8652

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PRINT NAME: Clayton Dachs

SIGNATURE: _____

DATE: 3/20/23

EMAIL: _____

clayton@spinnersmn.com

POLICE CHIEF: RCG

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

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AMPLIFIED SOUND:

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LIVE MUSIC/BAND
DJ/KARAOKE MACHINE
OTHER: _____

DATE OF EVENT: 9/9/23

BEGIN TIME: 6pm

END TIME: 10pm

LOCATION / SHELTER:

Spinners Bar

EVENT NAME:

Pete Kavanaugh Band

ONSITE COORDINATOR:

PRINT NAME:

Clayton Oachs

MOBILE NUMBER:

507-382-8652

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PRINT NAME:

Clayton Oachs

SIGNATURE:

Clayton Oachs

DATE:

3/20/23

EMAIL:

Clayton@spinnersmn.com

POLICE CHIEF:

126

CITY CLERK:

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☐ BOOK ☒ POLICE ☐ ONLINE

☐ \$25.00 FEE

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☐ DJ/KARAOKE MACHINE BEGIN TIME: 6pm
☐ OTHER: _____ END TIME: 10pm

LOCATION / SHELTER: Spinners Bar

EVENT NAME: The Old Guy & The Kid

ONSITE COORDINATOR: _____ PRINT NAME: Clayton Oachs

MOBILE NUMBER: 507-382-8652

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PRINT NAME: Clayton Oachs SIGNATURE: Clay Oachs
DATE: 3/20/23 EMAIL: clayton@spinnersmn.com

POLICE CHIEF: 126

CITY CLERK: _____

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

STAFF INITIALS _____



MINNESOTA

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North Mankato, MN 56003

507-625-4141 Fax: 507-625-4151

www.northmankato.com

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AMPLIFIED SOUND:



LIVE MUSIC/BAND

DJ/KARAOKE MACHINE

OTHER: _____

DATE OF EVENT:

7/8/23

BEGIN TIME: 12pm

END TIME: 11pm

LOCATION / SHELTER:

Spinners Bar

EVENT NAME:

Street Dance

ONSITE COORDINATOR:

PRINT NAME:

Taylor Swenson

MOBILE NUMBER:

507-822-0682

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PRINT NAME:

Clayton Cachs

SIGNATURE:

[Signature]

DATE:

3-20-23

EMAIL:

Clayton@spinnersmnc.com

POLICE CHIEF:

126

CITY CLERK:

☐ DENIED ☐ APPROVED



BOOK



POLICE



ONLINE



\$25.00 FEE

STAFF INITIALS _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------------------------|------------------------------|-------------------------------------|--------------------------|--------------------------|-----------------|---|-------|--------------------------|-----------------|--------------------------|--------------------|--------------------------|--------------|----------|-------|-------|---------|---|--|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item # 10A | Dept: Administration | Council Meeting Date: 4/3/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TITLE OF ISSUE: Consider Resolution Authorizing Entering into an Agreement with the Minnesota Department of Transportation for Federal Participation in Force Account. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BACKGROUND AND SUPPLEMENTAL INFORMATION: City Engineer Sarff will review the agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>If additional space is required, attach a separate sheet</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQUESTED COUNCIL ACTION: Adopt Resolution Authorizing Entering into an Agreement with the Minnesota Department of Transportation for Federal Participation in Force Account. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Peterson</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Carlson</td> </tr> </table> | Aye | Nay | | _____ | _____ | Whitlock | _____ | _____ | Steiner | _____ | _____ | Oachs | _____ | _____ | Peterson | _____ | _____ | Carlson | SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____ | | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye | Nay | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Whitlock | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Steiner | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Oachs | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Peterson | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Carlson | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Resolution | Ordinance | Contract | Minutes | Map | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Special Meeting</td> </tr> </table> | <input type="checkbox"/> | Workshop | <input checked="" type="checkbox"/> | Regular Meeting | <input type="checkbox"/> | Special Meeting | <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table> | | <input type="checkbox"/> | Refer to: _____ | <input type="checkbox"/> | Table until: _____ | <input type="checkbox"/> | Other: _____ | | | | | | | | | | | | | | | | |
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RESOLUTION NO. 28-23

RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE MINNESOTA
DEPARTMENT OF TRANSPORTATION FOR FEDERAL PARTICIPATION IN FORCE
ACCOUNT

WHEREAS, pursuant to Minnesota Statutes Section 161.36, the Minnesota Department of Transportation may be appointed as an agent of a local governmental agency in accepting federal funds which may be made available for eligible transportation related projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA that the Commissioner of Transportation be appointed as Agent of the City of North Mankato to accept, as its agent, federal aid funds for the purchase of street light poles and associated equipment related to SP 150-117-007 & SP 150-255-001 Lor Ray Drive/Howard Drive Roundabout Project.

BE IT FURTHER RESOLVED, the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the City of North Mankato to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Contract No. 1053213", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council this the 3rd day of April 2023.

Mayor

Attest:

City Clerk



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

MEMORANDUM

Date: March 29, 2023
To: Kevin McCann, City Administrator
From: Daniel R. Sarff, P.E., City Engineer
CC: Luke Arnold, Public Works Director
Jessica Ryan, Finance Director
Subject: MnDOT Agreement for Federal Participation in Force Account for Lor Ray Drive/Howard Drive Roundabout Street Light Poles

As you are aware, the Lookout Drive/Howard Drive Roundabout project will be constructed this year using federal and municipal state aid funds. Due to the long lead time for the street light poles that will be used on the project, MnDOT has prepared the attached agreement that will allow the City to order the street light poles in advance of taking bids for the remainder of the roundabout construction. construction contract and still utilize federal and municipal state aid funds for the poles.

It is recommended that the City Council adopt the attached resolution authorizing the mayor and City administrator to enter into the agreement. I will be available at the April 3rd City Council meeting to answer any questions that the City Council may have.



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN FORCE ACCOUNT

State Project Number: 150-117-007

FAIN Number: STBG-TA 5223(192)

This Agreement is entered into by and between North Mankato ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1052156) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project to construct a roundabout at Lor Ray Drive (Municipal State Aid Street 117) and Howard Drive (Municipal State Aid Street 255). A public interest finding has determined that the purchase of light poles on the project can be completed more economically as a Force Account hereinafter referred to as the "FORCE ACCOUNT"; and
4. The Force Account is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 150-117-007, and in Federal Highway Administration ("FHWA") records as Minnesota Project STBG-TA 5223(192); and
5. The CFDA number for this project is 20.205; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052156), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052156), which is incorporated herein by reference.

4. Time

- 4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

- 5.1. The estimated cost of the Force Account is \$69,920.00.
 - 5.1.1. It is anticipated that 80% (up to \$55,936.00) of the cost of the Force Account is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 5.1.2. Costs incurred as of the federal authorization date will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 5.1.3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost of purchasing lighting and related materials.
 - b) The direct labor charges for Local Government employees for the time that said employees are performing work pursuant to this agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the Local Government of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c) The applicable equipment rental charges for Local Government owned equipment used by the Local Government and mileage charges for employee owned vehicles used by the Local Government on work performed pursuant to this agreement, at rates reflective of the Local Government actual cost.
 - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
 - 5.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
 - 5.1.5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by

reference and made a part of this agreement.

- 5.1.6. For costs expected to exceed \$69,920.00, the Local Government must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.
- 5.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 5.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 5.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive shall be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and Local Government participation can be applied to the total costs.
- 5.3. **Reimbursement.** Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.
 - 5.3.1. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
 - 5.3.4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or her successor.

Title: State Aid, Special Projects

Phone: 651-427-3907

Email: Rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 6.2. The Local Government's Authorized Representative is:

Name: Kevin McCann, or his successor.

Title: North Mankato City Administrator

Phone: 507-625-4141

Email: kmccann@northmankato.com

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- 7.2. **Amendments.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the

Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 9.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- 13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a

criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:

13.3.1. It does not obtain funding from the Minnesota Legislature; or

13.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. Suspension. MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 17. Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies. Local Government will require the application of Buy America in all contracts eligible for federal assistance under Title 23 of the United States Code ("Title 23") and within the scope of a finding, determination, or decision under the National Environmental Policy Act ("NEPA"), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with federal funding provided under Title 23.
- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - 18.1.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.1.11. **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered

by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

18.2. Drug-Free Workplace. In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. Nondiscrimination. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) can be found at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035 and are incorporated in the agreement.

18.4. Federal Funding Accountability and Transparency Act (FFATA).

18.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

NORTH MANKATO

North Mankato certifies that the appropriate person(s) have executed the contract on behalf of North Mankato as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|------------------------------|--------------------------|--------------------------|-------|----------|-------|-------|---------|-------|-------|-------|-------|-------|----------|-------|-------|---------|---|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item # 10B | Dept: Administration | Council Meeting Date: 4/3/23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TITLE OF ISSUE: Consider Resolution Approving Plans and Specifications and Ordering advertisement for Bids Lor Ray Drive/Howard Drive Roundabout Construction Project SP 150-117-007 & SP 150-255-001 City Project No. 22-03 DEF. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BACKGROUND AND SUPPLEMENTAL INFORMATION: City Engineer Sarff will review the agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>If additional space is required, attach a separate sheet</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REQUESTED COUNCIL ACTION: Adopt Resolution Approving Plans and Specifications and Ordering advertisement for Bids Lor Ray Drive/Howard Drive Roundabout Construction Project SP 150-117-007 & SP 150-255-001 City Project No. 22-03 DEF. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Peterson</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Carlson</td> </tr> </table> | Aye | Nay | | _____ | _____ | Whitlock | _____ | _____ | Steiner | _____ | _____ | Oachs | _____ | _____ | Peterson | _____ | _____ | Carlson | SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____ | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye | Nay | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Whitlock | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Steiner | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Oachs | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Peterson | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | _____ | Carlson | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Resolution | Ordinance | Contract | Minutes | Map | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting | <input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS
LOR RAY DRIVE/HOWARD DRIVE ROUNDABOUT CONSTRUCTION PROJECT
SP 150-117-007 & SP 150-255-001
CITY PROJECT NO. 22-03 DEF

WHEREAS, the City Engineer has prepared plans and specifications for the Lor Ray Drive/Howard Drive Roundabout Construction Project, Project No. 22-03 DEF and has presented such plans and specifications to the council for approval.

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

1. Such plans and specifications, a copy of which is on file in the City Clerk's office and made a part hereof, are hereby approved.
2. The city clerk shall prepare and cause to be inserted in the official paper and on Quest Construction Data Network, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for not less than ten days, shall specify the work to be done, shall state that bids will be received by the clerk and will be publicly opened in the Council Chambers of the City Hall by the City Clerk and the City Engineer. The date that bids will be received will be established upon completion of the review of plans and specifications by the Minnesota Department of Transportation.
3. The bids will then be tabulated, and will be considered by the City Council at a regular City Council meeting in the Council Chambers of the City Hall. The date that bids will be considered by the City Council will be established after the bid date and the date for the assessment hearing has been determined. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility.
4. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for five (5) percent of the amount of such bid.

Adopted by the City Council this the 3rd day of April 2023

Mayor

ATTEST:

City Clerk



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

MEMORANDUM

Date: March 30, 2023
To: Kevin McCann, City Administrator
From: Daniel R. Sarff, P.E., City Engineer
CC: Luke Arnold, Public Works Director
Jessica Ryan, Finance Director
Subject: Lor Ray Drive/Howard Drive Roundabout Construction Project
SP 150-117-007 & SP 150-255-001
City Project No. 22-03 DEF
BMI Project No. 0M1.123831

Plans and specifications have been prepared for the Lor Ray Drive/Howard Drive Roundabout Construction Project. The plans are currently being review by the Minnesota Department of Transportation. The following is a brief summary of the proposed improvements:

Project Location: Lor Ray Drive/Howard Drive Roundabout

Project Scope - The project includes the following major elements:

- Complete reconstruction of the Lor Ray Drive/Howard Drive intersection with the construction of a new roundabout
- Replacement of the existing sanitary sewer and watermain on Howard Drive within the project limits
- Construction of new concrete sidewalks, mostly 8 feet wide, on both sides throughout the project limits
- New storm sewer system and improvements to the existing storm water management pond located in the southwest quadrant of the intersection
- Relocation of the two driveway accesses from Lor Ray Drive for the BENCO substation and the closure of one driveway for RDO on Howard Drive
- Striping and signing
- New street lights

Attached is a drawing showing the roundabout layout.

Project Timeline:

The plans are currently being reviewed by Mn/DOT. The project cannot be advertised until plan review is complete, so the following dates may change.

- Scheduled Bid opening date – May 2nd
- Mn/DOT Concurrence on Award– May 15th
- Begin Construction – June 12th (approx.)
- Roundabout substantially complete and open to traffic – September 1st

Detour Routes/Construction Staging:

- The Lor Ray Drive/Howard Drive Roundabout intersection will be closed to vehicular and pedestrian traffic – a detour route will be established and will follow Commerce Drive, Lookout Drive, and Carlson Drive.
- The project will be staged such that traffic will be maintained at all times to the businesses within the construction limits (primarily RDO and Arnolds Implement).
- Directional signage to the impacted businesses and to the Caswell Softball Complex will be provided on Highway 14 and on other local streets.

Estimated Project Cost/Funding:

Estimated Project Costs:

| | |
|--|-------------|
| • Federal And State Aid Eligible | \$2,431,000 |
| • Non-Participating (Sanitary Sewer And Watermain) | \$352,000 |
| • Estimated Right Of Way And Easement Costs | \$126,000 |
| • Total Estimated Project Cost | \$2,909,000 |

Estimated Project Funding:

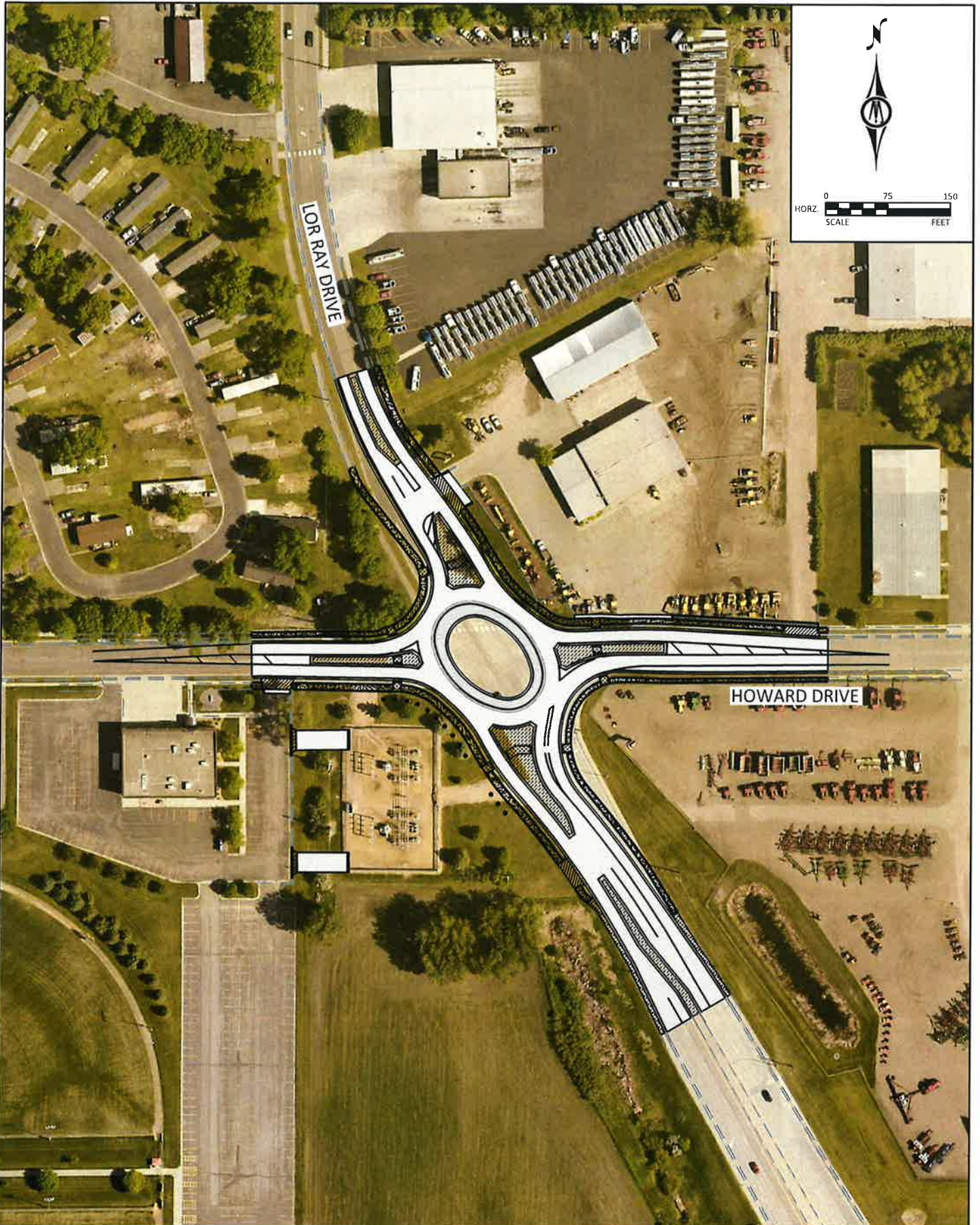
| | |
|---------------------------------------|-------------|
| • Estimated Federal Funds | \$1,673,000 |
| • Estimated Municipal State Aid Funds | \$884,000 |
| • Estimated City Funds | \$352,000 |

Recommended Action: Adopt resolution approving plans and specifications and ordering advertisement for bids. Copy of resolution is included in Council Packet.

2023 Lor Ray Drive/Howard Drive Roundabout

City of North Mankato, MN

March 2023



H:\NMAN\0M1123831\CAD\C3D\FIGR-123831-LAYOUT.dwg 3/30/2023 10:54:21 AM