

Pursuant to due call and notice thereof, a special meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on June 28, 2021. Acting Mayor Billy Steiner called the meeting to order at 12:07 pm, asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Council Members Norland, Oachs, Whitlock and Steiner, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, Community Development Director Fischer, Public Works Director Host, and City Clerk Van Genderen. Mayor Dehen arrived during the first Public Hearing.

Approval of Agenda

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

Approval of Council Minutes from June 7, 2021, Council Meeting.

Council Member Norland moved, seconded by Council Member Oachs, to approve the minutes of the Council meeting of June 7, 2021. Vote on the motion: Norland, Oachs, Whitlock, and Steiner aye; no nays. Motion carried.

Approval of Council Work Session Minutes from June 14, 2021, Council Work Session.

Council Member Oachs moved, seconded by Council Member Norland, to approve the minutes of the Council Work Session meeting of June 14, 2021. Vote on the motion: Norland, Oachs, Whitlock, and Steiner aye; no nays. Motion carried.

Public Hearing, 12 pm Hearing on Vacation of Utility Easement Request from Todd King.

Community Development Director Fischer reported the applicant requested to vacate the utility easement on Sherwood Drive. The applicant is working with his neighbor to purchase some property to build a garage addition. Part of the process requires the vacation of the utility easement. All local utility companies were notified, and there have been no objections.

With no one appearing, Mayor Dehen closed the Public Hearing.

Public Hearing, 12 pm Hearing on Vacation of Utility Easement Request from Christopher Schweiss.

Community Development Director Fischer reported the applicant is requesting to combine properties into one lot. To complete the request, a utility easement must be vacated. All utility companies were notified, and there have been no objections.

With no one appearing, Mayor Dehen closed the Public Hearing.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 49-21 Accepting Donations/Contributions/Grants.
- C. Approved Audio Permit for Balsam Court Block Party on July 24, 2021, from 7:00 pm to 10:00 pm.
- D. Approved Audio Permit for Carlson-Tillisch Eye Clinic Summer Party on July 24, 2021, at Wheeler Park from 1:00 pm to 6:00 pm.

- E. Approved Audio Permit for North Mankato Legion Parking Lot on August 7, 2021, from 3:00 pm to 10:00 pm.
- F. Approved Audio Permit for North Mankato Legion Parking Lot on September 11, 2021, from 3:00 pm to 7:00 pm.
- G. Received and Approved the Recommendations from June 17, 2021, Traffic & Safety Committee Meeting.

Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Public Comments Concerning Business Items on the Agenda

None.

Business Items

Res. No. 50-21 Vacating Utility Easement.

Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res. No. 50-21 Vacating Utility Easement. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Res. No. 51-21 Vacating Utility Easement.

Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res. No. 51-21 Vacating Utility Easement. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Approve North Mankato's 2020 Financial Statement Audit.

Finance Director McCann reviewed the City's financial standing. He noted the City is moving in the right direction fiscally, and the audit shows the City is financially strong even throughout the COVID pandemic. He reported the City increased its net position by \$2.63 million in 2020, compared to \$4.97 million in the previous year. This difference is directly attributable to the COVID-19 pandemic. Finance Director McCann introduced Tom Olinger from Abdo, Eick & Meyers, who completed the audit. Mr. Olinger reported the auditor's test-specific risk areas, which change every year. The purpose of the audit is to determine if the City is following State Statute. He noted there are fewer adjustments needed every year, the City is improving its processes.

Mr. Olinger reviewed the General Fund Balances. The General Fund Balance for the end of 2020 was \$3,583,511 and is at 52.4%, within the City's fund balance policy guidelines of at least 50% of Budgeted Property Taxes, LGA, and MSA. Mr. Olinger reviewed the General Fund Budget to Actual Budget. There was a shortfall in revenues of \$900,664, and expenditures were under budget by \$1,416,338, but overall there was an increase in the fund balance of approximately 1 million dollars.

Mr. Olinger reviewed the Capital Projects Fund Balances, which had a decrease of approximately \$662,853 related to the spending of bond proceeds. The City has created an MSA Fund to help monitor the Municipal State-Aid Road funding allocations out of the Fund. The City could close several old construction funds because it is easier to follow the money and determine when the funds have been received. He noted the fund balance shows a deficit of \$2.6 million, but the City advances the cash and does not show when cash will be allocated. City Administrator Harrenstein commented that the City does not owe the \$2.6 million; rather, the City has taken advantage of advancing the MSA funds from future year allocations.

Mr. Olinger reported the Special Revenue Fund Balances did not have a lot of change. He did note the cash balance is approximately \$1.1 million. Two million dollars of the balance is in the value of the land held by the Port Authority and in loan receivables.

Mr. Olinger reported the Debt Service Fund, which is paid back by tax levy or special assessments, currently is at \$20 million debt. He noted the Fund is stable, and if you look at the Fund's forecast, it shows the City pays off debt and takes on more obligation, but in all likelihood remain flat due to the addition of new debt every year and the old debt getting paid off.

Mr. Olinger reviewed the Water Fund, which shows the Fund balance at \$955,621. The Sewer Fund has a fund balance of \$1,362,249 as the City is building reserves for future projects or for stabilizing the rates. The Storm Water Fund showed a drop in cash which was tied to ravine work in 2020. City Administrator Harrenstein commented that the City has received FEMA Funds in 2021 from storm damage in 2019. These funds will help with the cash balance moving forward. Mr. Olinger commented that the Recycling Fund remains stable even with the end of the County dollars toward the building. The Solid Waste Fund cash balance remains consistent as the Fund does not need to maintain a large balance due to the service being contracted.

Mr. Olinger reported North Mankato's tax rate remains comparable to Class 3 Cities and Cities in Nicollet County. The tax rate is 51% compared to 51.2% for Class 3 Cities and 47.5% for Cities in Nicollet County. Long Term Debt Per Capita remains steady at \$1,917 in 2020 compared to \$1,892 in 2019.

Mr. Olinger stated the audit shows the City is moving in the right direction. Mayor Dehen requested clarification on any funds the City should pay particular attention to in the future. Mr. Olinger stated everything was looking good, and the City should continue a balanced approach and continue to plan for the future.

Council Member Steiner moved, seconded by Council Member Norland, to adopt the North Mankato's 2020 Financial Statement Audit. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Webster Avenue Area Plan.

City Administrator Harrenstein reported the plan was developed with a steering committee and was presented to and approved by the Planning Commission before the City Council reviewed the draft. It was sent out for additional public review. City Planner Lassonde presented the public comments concerning the plan at the last City Council Work Session and made adjustments based on Council direction.

City Planner Lassonde reviewed the changes to the plan. He reported an update was made to page three to explain the open house information. Page eight was updated to include a statement that the best use of the area consists of the continued use of the site as light industrial and commercial rather than converting the entire street to residential. The light industrial and commercial use provides an additional tax base for the City. An update was made to page 14 of the plan to include the Draft Trails System Plan from the Comprehensive Plan in the appendix, showing the City's plans for area pedestrian and bicycle connections. Page 15 contains a statement in response to those who do not want change to the area that "do nothing" is not in the community's best interest. Mr. Lassonde reported that the City added language on page 19 concerning enhancing connections between North Mankato and Mankato recreational amenities. Mr. Lassonde reported changes to page 20, which included the City's commitment to continue to utilize the Public Works Yard and not convert to multi-family housing. He noted the plan also addresses that multi-family housing would be an R-3 or R-4 use and would not be subject to the rental density restrictions. He stressed the rental density ordinance was created to ensure

housing opportunities for all residents, as does the recommendation for possible multi-family dwellings along the corridor. On page 22, changes included comments that while the revitalization of existing buildings is a priority, the City is not forcing businesses' relocation or rehabilitation; the City is considering a Commercial Grant and Loan Fund to assist with revitalization. The City would also consider adopting design guidelines that guide the design of new development and façade improvements. City Planner Lassonde state page 23 includes updated information regarding the City's position on the Norwood Inn site that it will be revitalized in one of three ways: the hotel facility will be revived and refranchised for hospitality use, the buildings are razed, and a new hospitality use approved by the Port Authority is constructed onsite, or the buildings are razed, and other commercial/retail services supported by the Port Authority are built onsite. Additions also included an update to the transportation section of the report to include pedestrian and bicycle facility improvements. The plan updates also included screening the Public Works Yard, reviewing parking needs for Spring Lake Park and the Webster Ballfield, and potentially adding an off-street trail facility along Webster Avenue and Range Street. City Planner Lassonde noted those were the final updates following the public open houses and Council recommendations.

City Attorney Kennedy requested clarification on the 169 Webster Avenue intersection. City Planner Lassonde responded the City has made it clear they require full access at Webster Avenue. Mayor Dehen commented that he attended the last MAPO open house, and both of the remaining options maintained full access at Webster Avenue.

Open Forum

None.

City Administrator and Staff Comments

City Administrator Harrenstein reported in the past few weeks, the City hosted the Pollinator Garden planting event in front of City Hall, an adult night at Spring Lake Park Swim Facility, ArtSplash was a success, and Caswell held several tournaments.

Public Works Director Host reported the Harrison Avenue wear course has been poured and Cliff Court is in the process of being rebuilt, and the project is about a month out from being completed.

Finance Director McCann reported with the audit conducted, the 2022 budget process has begun.

Mayor and Council Comments

Mayor Dehen invited everyone to Fun Days which will run from July 7- 11, 2021. He also invited everyone out for the July 4th fireworks, which could be watched on the Veterans' Memorial Bridge.

At 7:59 pm, on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned.

Mayor

City Clerk



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 7-19-21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00416	1st LINE/LEEWES VENTURES LLC	07/06/2021	Regular	0	684.00	94436
00009	A-1 KEY CITY LOCKSMITHS, INC	07/06/2021	Regular	0	749.00	94437
00012	ABDO, EICK & MEYERS, LLP	07/06/2021	Regular	0	12,250.00	94438
00047	ALLSTATE PETERBILT LLC	07/06/2021	Regular	0	2,840.94	94439
00059	AMERICAN LEGAL PUBLISHING CORP.	07/19/2021	Regular	0	203.00	94508
03576	AMILIA TECHNOLOGIES USA INC	07/19/2021	Regular	0	10,596.21	94509
03036	BELLISSIMO PAINT & COATINGS	07/19/2021	Regular	0	11,590.00	94510
00136	BENCHS	07/06/2021	Regular	0	240.00	94440
03437	BIEDERMAN, PAUL	07/19/2021	Regular	0	698.86	94511
03344	BIRCHWOOD COTTAGES	07/06/2021	Regular	0	19,567.47	94441
02169	BLUE LINE SHARPENING & SALES	07/06/2021	Regular	0	258.00	94442
02533	BLUE STAR POWER SYSTEMS, INC.	07/06/2021	Regular	0	208,297.56	94443
02317	BOEHLKE, LISA	07/19/2021	Regular	0	906.00	94512
00182	BOYER TRUCKS	07/19/2021	Regular	0	83.68	94513
00212	BUSINESS ON BELGRADE	07/14/2021	Regular	0	5,000.00	94498
00232	CEMSTONE CONCRETE MATERIALS, LLC	07/06/2021	Regular	0	784.00	94444
00232	CEMSTONE CONCRETE MATERIALS, LLC	07/19/2021	Regular	0	577.00	94514
00233	CEMSTONE PRODUCTS COMPANY	07/19/2021	Regular	0	381.56	94515
02757	CINTAS	07/06/2021	Regular	0	177.86	94445
02757	CINTAS	07/19/2021	Regular	0	180.44	94516
03044	CITY MOUSE	06/17/2021	Regular	0	750.00	94419
00255	CITY OF MANKATO	07/19/2021	Regular	0	148,358.33	94517
00262	CITY OF ST PETER	07/19/2021	Regular	0	250.00	94518
00297	CORPORATE GRAPHICS COMMERCIAL	07/06/2021	Regular	0	3,210.62	94446
00300	COUNTRYSIDE TREE SERVICE	07/19/2021	Regular	0	600.00	94519
00303	CRAWLER WELDING, INC.	07/19/2021	Regular	0	1,190.25	94520
00344	DIAMOND VOGEL PAINT CENTER	07/06/2021	Regular	0	93.32	94447
00353	DITTRICH MECHANICAL & FABRICATION	07/19/2021	Regular	0	15.36	94521
00364	DRUMMER'S GARDEN CENTER & FLORAL	07/06/2021	Regular	0	5,938.03	94448
00364	DRUMMER'S GARDEN CENTER & FLORAL	07/19/2021	Regular	0	1,265.38	94522
03578	ECKBERG LAMMERS, P.C.	07/19/2021	Regular	0	420.00	94523
00380	ELECTRIC PUMP, INC.	07/06/2021	Regular	0	4,423.50	94449
00409	FERGUSON ENTERPRISES, INC	07/06/2021	Regular	0	4,974.74	94450
03476	FIRST CHOICE SECURITY	07/19/2021	Regular	0	217.50	94524
00432	FLEETPRIDE	07/06/2021	Regular	0	96.73	94451
03438	FREYBERG, ROBERT	07/06/2021	Regular	0	2,758.00	94452
03567	GOETTLICHER, MARTI	07/06/2021	Regular	0	300.00	94453
03568	GOPHER SPORT	07/06/2021	Regular	0	76.46	94454
00499	GRAINGER	07/06/2021	Regular	0	93.58	94455
00499	GRAINGER	07/19/2021	Regular	0	113.15	94525
00506	GREATER MANKATO GROWTH, INC.	07/19/2021	Regular	0	3,566.00	94526
03569	HAGA, PAUL	07/06/2021	Regular	0	600.00	94456
00577	HOLTMEIER CONSTRUCTION	06/22/2021	Regular	0	267,624.65	94426
00577	HOLTMEIER CONSTRUCTION	07/06/2021	Regular	0	343,387.97	94457
03293	HORIZON COMMERCIAL POOL SUPPLY	07/06/2021	Regular	0	862.20	94458
03293	HORIZON COMMERCIAL POOL SUPPLY	07/19/2021	Regular	0	292.33	94527
00595	HY-VEE, INC.	07/19/2021	Regular	0	798.14	94528
03570	J & K MASONRY	07/06/2021	Regular	0	24,688.00	94459
00637	JETTER CLEAN, INC.	07/06/2021	Regular	0	200.00	94460
00624	JM PROMOTIONS	07/06/2021	Regular	0	1,987.23	94461
03554	KROSCH, DYLAN	07/06/2021	Regular	0	273.00	94462
03577	KRUEGER, DAVID	07/19/2021	Regular	0	1,175.00	94529
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR	06/30/2021	Regular	0	201,732.00	94431
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR	07/19/2021	Regular	0	2,953.00	94530
00759	LEEP SUMMER REC	07/06/2021	Regular	0	1,000.00	94463
03571	LEONARDO MUSIC	07/06/2021	Regular	0	500.00	94464
03352	LUXE QUARTERLIES	06/22/2021	Regular	0	300.00	94427

00800	MADDEN, GALANTER, HANSEN, LLP	07/19/2021	Regular	0	1,191.45	94531
00805	MAGFA	06/30/2021	Regular	0	595.80	94432
00805	MAGFA	07/12/2021	Regular	0	1,157.65	94493
00812	MANKATO BEARING COMPANY	07/19/2021	Regular	0	64.42	94532
00817	MANKATO EAST	06/17/2021	Regular	0	709.48	94421
02059	MANKATO REFRIGERATION, LLC	07/06/2021	Regular	0	105.00	94465
00832	MANKATO TENT & AWNING CO.	07/06/2021	Regular	0	384.00	94466
00832	MANKATO TENT & AWNING CO.	07/19/2021	Regular	0	112.00	94533
03411	MANKATO WEST GIRLS HOCKEY	07/06/2021	Regular	0	500.00	94467
00847	MATHESON TRI-GAS, INC.	07/06/2021	Regular	0	182.99	94468
02892	MICHELS TRAILER SALES	07/19/2021	Regular	0	36.36	94534
02336	MIDWEST AQUACARE	07/19/2021	Regular	0	3,500.00	94535
00963	MINNESOTA BUREAU OF CRIMINAL APPREHEN	07/19/2021	Regular	0	270.00	94536
00920	MINNESOTA DEPARTMENT OF HEALTH	06/17/2021	Regular	0	40.00	94418
00920	MINNESOTA DEPARTMENT OF HEALTH	07/14/2021	Regular	0	32.00	94499
00923	MINNESOTA DEPARTMENT OF LABOR & INDU	07/12/2021	Regular	0	223.00	94494
02377	MINNESOTA FASTPITCH COACHES ASSN.	07/12/2021	Regular	0	162.79	94495
00936	MINNESOTA POLLUTION CONTROL AGENCY	07/06/2021	Regular	0	312.50	94469
00906	MINNESOTA STATE HIGH SCHOOL LEAGUE	07/12/2021	Regular	0	2,430.12	94496
00950	MINNESOTA STATE UNIVERSITY-MANKATO	07/06/2021	Regular	0	835.87	94470
02121	MN PIE	07/06/2021	Regular	0	130.00	94471
00993	MRCI	07/14/2021	Regular	0	1,000.00	94500
03287	NEILSON, NICK	06/24/2021	Regular	0	499.14	94430
03572	NEOGOV	07/06/2021	Regular	0	5,500.00	94472
03579	NEWVILLE, SUSAN	07/19/2021	Regular	0	1,425.00	94537
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	06/30/2021	Regular	0	56.00	94433
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	07/06/2021	Regular	0	46.00	94473
01044	NICOLLET FIRE DEPARTMENT	07/06/2021	Regular	0	960.00	94474
01045	NIELSEN BLACKTOPPING	07/19/2021	Regular	0	5,670.00	94538
02060	NORTHERN COMFORT	07/19/2021	Regular	0	4,851.34	94539
01106	PETTY CASH	07/06/2021	Regular	0	25.73	94475
01106	PETTY CASH	07/19/2021	Regular	0	14.86	94540
02681	PITA PIT	07/19/2021	Regular	0	1,237.71	94541
02677	PIZZA RANCH	07/19/2021	Regular	0	748.84	94542
02512	PLAY IT AGAIN SPORTS	07/06/2021	Regular	0	4,566.00	94476
01124	PONDEROSA LANDFILL OF BLUE EARTH CO, IN	07/06/2021	Regular	0	164.27	94477
03149	RADEMAKER, CHAD	07/06/2021	Regular	0	1,021.00	94478
01182	REGION 2A	06/17/2021	Regular	0	496.11	94422
03518	RIDDELL	07/06/2021	Regular	0	1,599.82	94479
03558	ROHLFING, BARBARA	07/06/2021	Regular	0	100.00	94480
03014	RUBY RIDE	06/22/2021	Regular	0	2,587.50	94429
03563	SAFE-FAST, INC	07/06/2021	Regular	0	7.70	94481
03563	SAFE-FAST, INC	07/19/2021	Regular	0	98.70	94543
03385	SANDERSFELD, DAVE	07/14/2021	Regular	0	600.00	94501
01263	SCHWICKERT'S TECTA AMERICA LLC	07/19/2021	Regular	0	138.00	94544
01278	SHERWIN-WILLIAMS CO.	07/19/2021	Regular	0	148.47	94545
01332	STANDARD SPRING	07/19/2021	Regular	0	770.20	94546
01349	STONE & STEEL DESIGN, LLC	07/06/2021	Regular	0	278.28	94482
03573	STRAKA, COLBY	07/06/2021	Regular	0	200.00	94483
01409	TOPPERS & TRAILERS PLUS	07/19/2021	Regular	0	13.79	94547
03283	TOTAL LAWN CARE & LANDSCAPE	07/06/2021	Regular	0	226.00	94484
03035	TOW DISTRIBUTING CORPORATION	07/06/2021	Regular	0	302.00	94485
03551	TRUEBENBACH, AUBREY	07/06/2021	Regular	0	300.00	94486
03551	TRUEBENBACH, AUBREY	07/19/2021	Regular	0	300.00	94548
01433	TYLER TECHNOLOGIES	07/06/2021	Regular	0	12,067.75	94487
03307	VINNIES MINN. SNO PENTICO ICE & MFG	07/06/2021	Regular	0	780.00	94489
03307	VINNIES MINN. SNO PENTICO ICE & MFG	07/19/2021	Regular	0	867.00	94549
03311	W. LORENTZ AND SONS CONSTRUCTION, INC.	07/06/2021	Regular	0	49,309.03	94490
02282	WARD EINESS STRATEGIES	07/19/2021	Regular	0	2,000.00	94550
01523	WENZEL AUTO ELECTRIC CO	07/06/2021	Regular	0	259.00	94491
01523	WENZEL AUTO ELECTRIC CO	07/19/2021	Regular	0	89.00	94551
01525	WEST CENTRAL SANITATION, INC.	07/19/2021	Regular	0	29,352.35	94552
01568	ZIEGLER, INC.	07/06/2021	Regular	0	2,500.00	94492
01568	ZIEGLER, INC.	07/19/2021	Regular	0	2,582.11	94553
00551	A.H. HERMEL COMPANY	07/08/2021	EFT	0	5,772.64	4044
00551	A.H. HERMEL COMPANY	07/21/2021	EFT	0	7,372.83	4110
00028	AFFORDABLE TOWING OF MANKATO, INC.	07/21/2021	EFT	0	300.00	4111

02254	ALBRIGHT LAWNS	07/21/2021	EFT	0	380.00	4112
00036	ALEX AIR APPARATUS, INC.	07/21/2021	EFT	0	200.00	4113
03553	ALLEX, MADELYN	07/08/2021	EFT	0	378.00	4045
00050	ALPHA WIRELESS COMMUNICATIONS	07/08/2021	EFT	0	1,082.00	4046
00063	AMERICAN PEST CONTROL	07/08/2021	EFT	0	200.00	4047
00063	AMERICAN PEST CONTROL	07/21/2021	EFT	0	65.00	4114
01090	AMERICAN SOLUTIONS FOR BUSINESS	07/08/2021	EFT	0	3,333.43	4048
00088	APPLIED CONCEPTS, INC.	07/21/2021	EFT	0	3,080.00	4115
00105	AUTO VALUE MANKATO	07/08/2021	EFT	0	423.59	4049
00105	AUTO VALUE MANKATO	07/21/2021	EFT	0	964.39	4116
00123	BATTERIES+BULBS	07/08/2021	EFT	0	32.36	4050
00142	BETHANY LUTHERAN COLLEGE	07/21/2021	EFT	0	11,625.00	4117
00172	BOHRER, TOM	07/08/2021	EFT	0	255.00	4051
00172	BOHRER, TOM	07/21/2021	EFT	0	30.28	4118
00174	BOLTON & MENK, INC.	07/08/2021	EFT	0	22,831.00	4052
00174	BOLTON & MENK, INC.	07/21/2021	EFT	0	64,957.50	4119
00176	BORDER STATES ELECTRIC SUPPLY	07/08/2021	EFT	0	245.97	4053
03326	BURMEISTER, MATTEA	07/08/2021	EFT	0	630.00	4054
00216	C & S SUPPLY CO, INC.	07/08/2021	EFT	0	256.25	4055
00216	C & S SUPPLY CO, INC.	07/21/2021	EFT	0	150.17	4120
02749	COMMUNICATION STRATEGIES LLC	07/08/2021	EFT	0	920.00	4056
02706	CORE & MAIN LP	07/21/2021	EFT	0	106.04	4121
02294	D & K POWDER COATING	07/08/2021	EFT	0	31,970.74	4057
02294	D & K POWDER COATING	07/21/2021	EFT	0	135.00	4122
00343	DH ATHLETICS LLC	07/08/2021	EFT	0	66.05	4058
00350	DISPLAY SALES, INC.	07/08/2021	EFT	0	39.00	4059
00373	ECKERT, LELAND	07/08/2021	EFT	0	153.00	4060
00404	FASTENAL COMPANY	07/08/2021	EFT	0	27.30	4061
00404	FASTENAL COMPANY	07/21/2021	EFT	0	6.06	4123
03338	FISHCHENICH, WILL	07/08/2021	EFT	0	459.00	4062
03076	FREYBERG MANAGEMENT	07/21/2021	EFT	0	563.47	4124
00453	FREYBERG PETROLEUM SALES, INC.	07/08/2021	EFT	0	387.65	4063
00453	FREYBERG PETROLEUM SALES, INC.	07/21/2021	EFT	0	334.44	4125
02946	FROELICH, PAUL	07/21/2021	EFT	0	600.00	4126
00463	G & L AUTO SUPPLY, LLC	07/21/2021	EFT	0	147.55	4127
01098	GILLETTE GROUP/PEPSI-COLA	07/08/2021	EFT	0	4,624.66	4064
01098	GILLETTE GROUP/PEPSI-COLA	07/21/2021	EFT	0	1,694.96	4128
00482	GMS INDUSTRIAL SUPPLIES, INC.	07/21/2021	EFT	0	235.52	4129
03150	GOETTL, DAVID	07/08/2021	EFT	0	560.00	4065
00494	GOPHER STATE ONE-CALL	07/21/2021	EFT	0	414.45	4130
02295	GRAYBAR	07/08/2021	EFT	0	50.68	4066
03331	GRUNDHOFFER, ANDREA	07/08/2021	EFT	0	546.00	4067
03324	HAWKER, MADISON	07/08/2021	EFT	0	483.00	4068
00538	HAWKINS, INC.	07/08/2021	EFT	0	7,000.67	4069
00538	HAWKINS, INC.	07/21/2021	EFT	0	3,633.08	4131
00596	I & S GROUP, INC.	06/25/2021	EFT	0	3,325.25	4043
00596	I & S GROUP, INC.	07/21/2021	EFT	0	9,974.75	4132
00680	J.J. KELLER & ASSOCIATES, INC.	07/21/2021	EFT	0	1,046.06	4133
03341	JAGERSON, CHRIS	07/08/2021	EFT	0	688.50	4070
03552	KARELS, MICHAELA	07/08/2021	EFT	0	714.00	4071
00691	KENNEDY & KENNEDY LAW OFFICE	07/21/2021	EFT	0	10,302.85	4134
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	07/08/2021	EFT	0	32.05	4072
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	07/21/2021	EFT	0	39.36	4135
03271	LARSON, MATTHEW	07/08/2021	EFT	0	136.00	4073
03271	LARSON, MATTHEW	07/21/2021	EFT	0	68.00	4136
00776	LLOYD LUMBER CO.	07/08/2021	EFT	0	1,183.96	4074
00776	LLOYD LUMBER CO.	07/21/2021	EFT	0	611.44	4137
02575	LOCHER BROS, INC.	07/08/2021	EFT	0	620.20	4076
00793	M & M SIGNS, INC.	07/08/2021	EFT	0	7,142.00	4077
00819	MANKATO FORD, INC.	07/08/2021	EFT	0	18.45	4078
00819	MANKATO FORD, INC.	07/21/2021	EFT	0	534.24	4138
00825	MANKATO MOTOR COMPANY	07/08/2021	EFT	0	60.21	4079
00825	MANKATO MOTOR COMPANY	07/21/2021	EFT	0	3.20	4139
00874	MENARDS-MANKATO	07/08/2021	EFT	0	18.41	4080
00874	MENARDS-MANKATO	07/21/2021	EFT	0	31.73	4140
03386	METTLER, MEGAN	07/08/2021	EFT	0	336.00	4081
00889	MIDWEST TAPE/HOOPLA	07/21/2021	EFT	0	895.62	4141

03022	MINNESOTA PAVING & MATERIALS	07/08/2021	EFT	0	1,007.95	4082
03022	MINNESOTA PAVING & MATERIALS	07/21/2021	EFT	0	1,136.85	4142
00956	MINNESOTA WASTE PROCESSING CO.	07/21/2021	EFT	0	27,804.94	4143
02323	MOBOTREX	07/21/2021	EFT	0	396.00	4144
00997	MTI DISTRIBUTING CO	07/08/2021	EFT	0	419.99	4083
00997	MTI DISTRIBUTING CO	07/21/2021	EFT	0	567.14	4145
01009	NAPA AUTO PARTS - MANKATO	07/08/2021	EFT	0	55.38	4084
03287	NEILSON, NICK	07/08/2021	EFT	0	153.00	4085
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	06/23/2021	EFT	0	92.00	4042
01052	NORTH CENTRAL INTERNATIONAL	07/08/2021	EFT	0	112.50	4086
01052	NORTH CENTRAL INTERNATIONAL	07/21/2021	EFT	0	242.80	4146
03384	NOVAK, QUINTIN	07/08/2021	EFT	0	382.50	4087
03160	NOVEL SOLAR THREE LLC (DBA GREEN STREET	07/21/2021	EFT	0	8,373.09	4147
02245	ONSITE	07/08/2021	EFT	0	98.56	4088
02245	ONSITE	07/21/2021	EFT	0	3,550.90	4148
02005	PANTHEON COMPUTERS	07/08/2021	EFT	0	12,029.00	4089
02005	PANTHEON COMPUTERS	07/21/2021	EFT	0	3,910.00	4149
03141	PIPES, ROGER	07/08/2021	EFT	0	1,122.00	4090
01402	POMPS TIRE	07/08/2021	EFT	0	3,323.39	4091
01402	POMPS TIRE	07/21/2021	EFT	0	1,187.24	4150
01160	QUALITY OVERHEAD DOOR CO, INC	07/08/2021	EFT	0	3,101.00	4092
01179	RED FEATHER PAPER CO.	07/08/2021	EFT	0	915.42	4093
01179	RED FEATHER PAPER CO.	07/21/2021	EFT	0	795.07	4151
01198	RETROFIT COMPANIES, INC.	07/21/2021	EFT	0	232.89	4152
01211	RIVER BEND BUSINESS PRODUCTS	07/08/2021	EFT	0	516.33	4094
01211	RIVER BEND BUSINESS PRODUCTS	07/21/2021	EFT	0	576.52	4153
01281	SIGN PRO	07/08/2021	EFT	0	1,096.75	4095
01281	SIGN PRO	07/21/2021	EFT	0	1,109.00	4154
01336	STAPLES OIL CO., INC.	07/08/2021	EFT	0	19,427.78	4096
03254	TAFT	07/08/2021	EFT	0	10,000.00	4097
03254	TAFT	07/21/2021	EFT	0	2,907.50	4155
01411	TOSTENSON, PHILLIP	07/08/2021	EFT	0	127.00	4098
03334	TOSTENSON, SARA	07/08/2021	EFT	0	714.00	4099
03191	US SOLAR	07/08/2021	EFT	0	5,202.14	4100
03144	VELDHUISEN, ROGER	07/08/2021	EFT	0	229.50	4101
03140	VELDHUISEN, ROSE	07/08/2021	EFT	0	306.00	4102
01478	VIKING FIRE & SAFETY LLC	07/08/2021	EFT	0	29.69	4103
01492	WACO SCAFFOLDING & SUPPLY CO.	07/08/2021	EFT	0	29.05	4104
01492	WACO SCAFFOLDING & SUPPLY CO.	07/21/2021	EFT	0	152.10	4156
03556	WALLIG, JASON	07/08/2021	EFT	0	331.50	4105
01524	WERNER ELECTRIC SUPPLY	07/08/2021	EFT	0	37.81	4106
01524	WERNER ELECTRIC SUPPLY	07/21/2021	EFT	0	13.49	4157
03146	WESTRUP, CHRISTOPHER	07/08/2021	EFT	0	588.00	4107
03328	WOLLENZIEN, ERIC	07/08/2021	EFT	0	408.00	4108
01552	WW BLACKTOPPING, INC	06/23/2021	EFT	0	224,518.60	4041
01552	WW BLACKTOPPING, INC	07/08/2021	EFT	0	3,538.39	4109
01552	WW BLACKTOPPING, INC	07/21/2021	EFT	0	2,583.35	4158
01563	ZARNOTH BRUSH WORKS, INC.	07/21/2021	EFT	0	498.00	4159
02033	AMAZON.COM	06/22/2021	Bank Draft	0	239.15	DFT0005637
02033	AMAZON.COM	07/13/2021	Bank Draft	0	462.78	DFT0005695
00062	AMERICAN PAYMENT CENTERS	07/01/2021	Bank Draft	0	93.00	DFT0005688
00101	AT&T MOBILITY	06/15/2021	Bank Draft	0	49.93	DFT0005627
00101	AT&T MOBILITY	07/13/2021	Bank Draft	0	49.56	DFT0005698
00137	BENCO ELECTRIC COOPERATIVE	06/25/2021	Bank Draft	0	150.00	DFT0005645
00137	BENCO ELECTRIC COOPERATIVE	07/01/2021	Bank Draft	0	36,462.01	DFT0005681
00241	CHARTER COMMUNICATIONS	06/22/2021	Bank Draft	0	264.00	DFT0005643
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	70.97	DFT0005647
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	50.40	DFT0005648
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	1,544.64	DFT0005649
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	42.94	DFT0005650
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	44.40	DFT0005651
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	200.94	DFT0005652
02058	CONSOLIDATED COMMUNICATIONS	06/25/2021	Bank Draft	0	209.70	DFT0005653
00311	CULLIGAN WATER CONDITIONING	07/13/2021	Bank Draft	0	23.50	DFT0005703
00311	CULLIGAN WATER CONDITIONING	07/13/2021	Bank Draft	0	38.50	DFT0005704
02750	DPS MEDIA	07/15/2021	Bank Draft	0	191.26	DFT0005706
00447	FREE PRESS	06/15/2021	Bank Draft	0	30.61	DFT0005625

00447	FREE PRESS	06/15/2021	Bank Draft	0	28.52	DFT0005626
00447	FREE PRESS	06/22/2021	Bank Draft	0	739.68	DFT0005642
00447	FREE PRESS	07/01/2021	Bank Draft	0	86.59	DFT0005670
00447	FREE PRESS	07/14/2021	Bank Draft	0	1,766.92	DFT0005710
00511	GREENCARE	07/14/2021	Bank Draft	0	689.35	DFT0005708
00733	LAKES GAS CO #10	07/01/2021	Bank Draft	0	81.50	DFT0005666
00733	LAKES GAS CO #10	07/13/2021	Bank Draft	0	132.50	DFT0005699
02059	MANKATO REFRIGERATION, LLC	07/13/2021	Bank Draft	0	4,673.00	DFT0005696
00857	MC GOWAN WATER CONDITIONING, INC.	07/13/2021	Bank Draft	0	48.96	DFT0005701
03539	METRONET	07/16/2021	Bank Draft	0	5,481.65	DFT0005711
03320	MINNESOTA ASA	07/01/2021	Bank Draft	0	196.98	DFT0005665
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/11/2021	Bank Draft	0	61.75	DFT0005623
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/15/2021	Bank Draft	0	122.00	DFT0005630
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/17/2021	Bank Draft	0	61.75	DFT0005633
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/18/2021	Bank Draft	0	123.50	DFT0005634
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/22/2021	Bank Draft	0	72.00	DFT0005641
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/29/2021	Bank Draft	0	61.75	DFT0005664
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/08/2021	Bank Draft	0	61.75	DFT0005691
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/09/2021	Bank Draft	0	61.75	DFT0005692
01242	SAWATZKY POOLS, INC.	07/12/2021	Bank Draft	0	27.98	DFT0005693
02834	SERVING ALCOHOL, INC.	07/13/2021	Bank Draft	0	12.71	DFT0005700
01322	SPRINT	06/24/2021	Bank Draft	0	35.31	DFT0005644
01327	ST. PETER HERALD	07/01/2021	Bank Draft	0	36.45	DFT0005668
01335	STAPLES ADVANTAGE	06/14/2021	Bank Draft	0	136.17	DFT0005624
01335	STAPLES ADVANTAGE	06/21/2021	Bank Draft	0	71.86	DFT0005636
01335	STAPLES ADVANTAGE	06/25/2021	Bank Draft	0	59.62	DFT0005663
01335	STAPLES ADVANTAGE	07/07/2021	Bank Draft	0	88.02	DFT0005689
01335	STAPLES ADVANTAGE	07/08/2021	Bank Draft	0	150.05	DFT0005690
01337	STAR TRIBUNE	07/01/2021	Bank Draft	0	595.92	DFT0005669
03279	STERICYCLE INC	07/13/2021	Bank Draft	0	26.25	DFT0005705
03575	SWIM ANGELFISH LLC	07/12/2021	Bank Draft	0	330.00	DFT0005694
02591	UNITED TEAM ELITE	06/15/2021	Bank Draft	0	130.00	DFT0005629
02591	UNITED TEAM ELITE	06/22/2021	Bank Draft	0	732.50	DFT0005638
02591	UNITED TEAM ELITE	07/01/2021	Bank Draft	0	32.00	DFT0005667
01470	VERIZON WIRELESS	06/15/2021	Bank Draft	0	33.25	DFT0005628
01470	VERIZON WIRELESS	07/14/2021	Bank Draft	0	853.75	DFT0005707
01525	WEST CENTRAL SANITATION, INC.	07/13/2021	Bank Draft	0	4,142.59	DFT0005697
03482	CARDCONNECT	07/02/2021	Bank Draft	0	3,045.08	DFT0005680
00234	CENTER POINT ENERGY	06/15/2021	Bank Draft	0	42.80	DFT0005617
00234	CENTER POINT ENERGY	06/17/2021	Bank Draft	0	4,901.71	DFT0005618
00234	CENTER POINT ENERGY	07/01/2021	Bank Draft	0	615.86	DFT0005682
02181	ETS CORPORATION	07/02/2021	Bank Draft	0	2,619.95	DFT0005678
00283	MINNESOTA DEPARTMENT OF TRANSPORTATI	06/22/2021	Bank Draft	0	210.57	DFT0005620
02003	MINNESOTA DEPT OF REVENUE	06/21/2021	Bank Draft	0	11,674.00	DFT0005622
02003	MINNESOTA DEPT OF REVENUE	07/01/2021	Bank Draft	0	6,978.32	DFT0005659
02003	MINNESOTA DEPT OF REVENUE	07/15/2021	Bank Draft	0	7,705.70	DFT0005716
02003	MINNESOTA DEPT OF REVENUE	07/14/2021	Bank Draft	0	477.66	DFT0005719
03029	OPEN EDGE	07/02/2021	Bank Draft	0	249.31	DFT0005679
02766	SPROUT SOCIAL	07/07/2021	Bank Draft	0	99.00	DFT0005677
01477	VIKING ELECTRIC SUPPLY, INC.	06/22/2021	Bank Draft	0	3,983.68	DFT0005646
01477	VIKING ELECTRIC SUPPLY, INC.	07/01/2021	Bank Draft	0	99.13	DFT0005662
01477	VIKING ELECTRIC SUPPLY, INC.	07/13/2021	Bank Draft	0	235.28	DFT0005685
01557	XCEL ENERGY	06/15/2021	Bank Draft	0	199.12	DFT0005612
01557	XCEL ENERGY	06/15/2021	Bank Draft	0	46.97	DFT0005613
01557	XCEL ENERGY	06/15/2021	Bank Draft	0	626.00	DFT0005614
01557	XCEL ENERGY	06/15/2021	Bank Draft	0	55.60	DFT0005615
01557	XCEL ENERGY	06/15/2021	Bank Draft	0	47.42	DFT0005616
01557	XCEL ENERGY	06/22/2021	Bank Draft	0	17.22	DFT0005619
01557	XCEL ENERGY	06/24/2021	Bank Draft	0	17.42	DFT0005621
01557	XCEL ENERGY	07/01/2021	Bank Draft	0	7,342.88	DFT0005683
01557	XCEL ENERGY	07/14/2021	Bank Draft	0	1,044.94	DFT0005684
				\$	2,129,940.54	319

Authorization Signatures

All Council

The above manual and regular claims lists for 7-19-21 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

SANDRA OACHS- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minnesota Statute 465.03 and 465.04 allows 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	\$20.00
Cash Donation	Summer Reading Program	\$45.45
Anonymous	Book Club Bags	\$100.00
Barbara Lindenberg	Book Club Bags	\$20.00
Lynn Cashman	Book Club Bags	\$20.00
Joanne Kvasnicka	Book Club Bags	\$20.00
DeEtte Leibfried	Summer Reading Program	\$275.00
Cash Donation	Summer Reading Program	\$81.00
Bookin' On Belgrade	Summer Reading Program	\$228.00
Total		\$809.45

Adopted by the City Council this 19th day of July 2021.

Mayor

City Clerk

LABOR AGREEMENT

BETWEEN



City of North Mankato, MN

AND



REPRESENTING:
NORTH MANKATO SENIOR POLICE SECRETARY
LOCAL #465

January 1, 2021 - December 31, 2022

Table of Contents

ARTICLE 1	PURPOSE OF AGREEMENT	2
ARTICLE 2	RECOGNITION	2
ARTICLE 3	DEFINITION	2
ARTICLE 4	EMPLOYER SECURITY	2
ARTICLE 5	EMPLOYER AUTHORITY	3
ARTICLE 6	UNION SECURITY.....	3
ARTICLE 7	GRIEVANCE PROCEDURE	4
ARTICLE 8	SAVINGS CLAUSE	6
ARTICLE 9	PROBATION.....	6
ARTICLE 10	SENIORITY	6
ARTICLE 11	DISCIPLINE.....	6
ARTICLE 12	OVERTIME	7
ARTICLE 13	WORK SCHEDULE AND HOURS OF WORK.....	7
ARTICLE 14	VACATION.....	8
ARTICLE 15	INSURANCE	9
ARTICLE 16	SICK LEAVE	9
ARTICLE 17	HOLIDAYS.....	11
ARTICLE 18	LEAVES OF ABSENCE	12
ARTICLE 19	TUITION REIMBURSEMENT.....	13
ARTICLE 20	NON-DISCRIMINATION	13
ARTICLE 21	PAY PLAN	13
ARTICLE 22	DURATION	13

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021, 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 Senior Police Secretaries 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.
- 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

- 5.1 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.
- 5.3 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 Definition. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representative: 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.
- 7.3 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:
Step 1: 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.

7.6 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.

7.8 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 Board of Governors 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

- 11.1 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, employees 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.

- 13.2 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

- 14.1 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:

<u>Period of Continuous Employment</u>	<u>Earned Vacation</u>
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.

<u>Period of Continuous Employment</u>	<u>Maximum Number of Hours of Accumulated Vacation</u>
Through 10 years	160 hours
11 through 15 years	200 hours
16 through 20 years	280 hours
Over 20 years	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 successfully 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 result in 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 nineteen (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 receiving sick leave with pay who simultaneously receives workmen's compensation insurance benefits, shall receive only that portion of his/ her sick-leave payment which will, together with the workmen's compensation benefits and for the duration of said benefits, equal their regular salary.

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.

- 16.2 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) Independence Day - July 4
- 6) Labor Day - first Monday in September
- 7) Veteran's Day - November 11
- 8) Thanksgiving Day - fourth Thursday in November
- 9) Thanksgiving Friday - fourth Friday in November
- 10) Christmas Day - December 25
- 11) Christmas Holiday - day before or after Christmas Day
- 12) Floating Holiday - Employee's birthday or day of his/her choice.

- 17.2 When New Year's Day, January 1; 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 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

- 24.1 Effective the first day of first full pay period in 2021, a 2.95% general wage increase:

Police Secretary \$24.68 per hour

- 24.2 Effective the first day of first full pay period in 2022, a 2.65% general wage increase:

Police Secretary \$25.33 per hour

ARTICLE 22. DURATION

This Agreement shall be effective as of the first day of January of the year 2021 and shall remain in full force and effect until the thirty-first day of December 2022.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this ____ day of _____, 2021.

FOR THE CITY OF NORTH MANKATO

City Administrator

City Clerk

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.

Business Agent

Steward



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

Audio Permit _____ 2019
Park Permit _____ 2019

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030, which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

What happens if there is a noise complaint?

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☐ LIVE MUSIC/BAND
☒ DJ/KARAOKE MACHINE
☐ OTHER: _____

DATE OF EVENT: 8-19-2021
BEGIN TIME: 5pm
END TIME: 9pm

LOCATION / SHELTER: SLP #1

EVENT NAME: North Mankato C+C picnic

ONSITE COORDINATOR: PRINT NAME: Lynette Peterson

MOBILE NUMBER: 507-381-4429

☒ 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.

SIGNATURE: [Signature] DATE: 8-23-2021

CITY CLERK: _____ ☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

Waived.



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

Audio Permit _____ 2021

Invoice # 10928045 - Park Permit _____ 2021

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. Return to permits@northmankato.com. There is a **\$25 fee**.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030, which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

What happens if there is a noise complaint?

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:

☐

LIVE MUSIC/BAND

☐

DJ/KARAOKE MACHINE

☒

OTHER: Microphone/Amp

DATE OF EVENT: 10/3/21

BEGIN TIME: 9

END TIME: 5

LOCATION / SHELTER: Spring Lake Park #1

EVENT NAME: Door of Hope Ministries, We Walk With Them

ONSITE COORDINATOR: PRINT NAME: Heidi Drummer

MOBILE NUMBER: 507-381-0874

☒ 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.

SIGNATURE: Heidi K Drummer DATE: 6/30/21

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☒ \$25.00 FEE

STAFF INITIALS _____

R00290668



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

Audio Permit _____ 2021

Park Permit _____ 2021

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030, which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

What happens if there is a noise complaint?

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND DATE OF EVENT: 8/26/21
☐ DJ/KARAOKE MACHINE BEGIN TIME: 11AM
☐ OTHER: _____ END TIME: 1PM

LOCATION / SHELTER: 1960 Commerce Dr.

EVENT NAME: Concerts on Commerce

ONSITE COORDINATOR: _____ PRINT NAME: Jason Tompkins

MOBILE NUMBER: 5074791414

☒ 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.

SIGNATURE: Jason Tompkins DATE: 6/28/21

CITY CLERK: _____ ☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE STAFF INITIALS _____

PARK PERMIT

Permit #: _____-2021 Start Time: 4pm Fee: \$ waived

Date: 9/25/2021 Stop Time: 8pm

Shelter: ☐ Spring Lake Shelter #1 ☐ Spring Lake Shelter #2 ☐ Wheeler Park Indoor Shelter ☒ Benson Park Shelter
Pier / Gazebo (restrooms + electric)

Event Name: : Dibaajimowin: A Lifetime Collection of Indigenous Stories, History, and Cultural Practice # of People 100

Name: Elaine O. Hardwick

Address: 806 Garfield Ave

City: North Mankato State: MN Zip 56003

Phone: 507-995-4392 Email: info@zipzapicecream.com

Use of Tents (or anything requiring staking) ☐ No ☒ Yes * If Yes, Please contact Gopher State One Call 800-252-1166 one week prior to event.

Notes: *Bounce House requires waiver
the tents are lightweight 10' x 10' and the stakes are 4-5' in length

Alcoholic Beverages (wine & beer only) ☒ No ☐ Yes

Please specify: Cans Keg * (\$300 refundable deposit and \$30 keg permit) Catering* (must contact City Hall)

Audio (requires audio permit) ☐ No ☒ Yes * If Yes, Please fill out Audio Permit.

Allowed

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

Prohibited

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park, Spring Lake Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒ I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☒ I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED: Elaine O Hardwick Date: 7/9/2021
Applicant

☐ APPROVED ☐ DENIED

☐ REFER TO COUNCIL City Clerk Date

Receipt # waived Book Online ☒ Park ☒ Police Staff Initials OK



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

Audio Permit _____ 2021
Park Permit _____ 2021

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030, which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

What happens if there is a noise complaint?

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:



LIVE MUSIC/BAND

DJ/KARAOKE MACHINE

OTHER: movie screen

w/ MIC audio

DATE OF EVENT: 9/25/2021

BEGIN TIME: 4pm

END TIME: 8pm

LOCATION / SHELTER: Benson park

EVENT NAME: Dibaajimowin: A Lifetime Collection of Indigenous Stories, History, and Cultural Practice

ONSITE COORDINATOR:

PRINT NAME: Elaine O. Hardwick

MOBILE NUMBER: 507-995-4392

☒ 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.

SIGNATURE: Elaine O. Hardwick

DATE: 7/9/2021

CITY CLERK: _____

☐ BOOK ☒ POLICE ☐ ONLINE

☒ \$25.00 FEE

☐ DENIED ☐ APPROVED

STAFF INITIALS _____

Warmed (92)

PARK PERMIT

1001 Belgrade Ave
North Mankato, MN 56003
507-825-4141
www.northmankato.com

Permit #: _____-2021

Start Time: 10am-noon & 1-3pm

Fee: \$ Waived

Date: AUG 28 & 29, 2021

Stop Time: 3pm

Shelter: ☐ Spring Lake Shelter #1 ☐ Spring Lake Shelter #2 ☒ Wheeler Park Indoor Shelter ☐ Benson Park Shelter
Pier / Gazebo (restrooms only)

Event Name: Creator's Game (lacrosse camp) # of People 25 per time session

Name: Elaine O. Hardwick

Address: 806 Garfield Ave

City: North Mankato

State: MN Zip 56003

Phone: 507-995-4392

Email: info@zipzapicecream.com

Use of Tents (or anything requiring staking) ☐ No ☒ Yes

** If Yes, Please contact Gopher State One Call 800-252-1166 one week prior to event.*

Notes: **Bounce House requires waiver the tents are lightweight 10' x 10' and the stakes are 4-5" in length*

Alcoholic Beverages (wine & beer only) ☒ No ☐ Yes

Please specify: Cans Keg *(\$300 refundable deposit and \$30 keg permit)* Catering* (must contact City Hall)

Audio (requires audio permit) ☒ No ☐ Yes

** If Yes, Please fill out Audio Permit.*

Allowed

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

Prohibited

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park, Spring Lake Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒

I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☒

I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED: _____

Applicant

Date

7/9/2021

☐ APPROVED ☐ DENIED

☐ REFER TO COUNCIL

City Clerk

Date

Receipt # Waived

Book

Online

☒ Park

Police

Staff Initials

AK

PARK PERMIT

1001 Belgrade Ave
North Mankato, MN 56003
507-625-4141
www.northmankato.com

Permit #: _____-2021

Start Time: 11am

Fee: \$ Waived

Date: OCT 2, 2021

Stop Time: 2pm

Shelter: ☐ Spring Lake Shelter #1 ☐ Spring Lake Shelter #2 ☒ Wheeler Park Indoor Shelter ☐ Benson Park Shelter

Pier / Gazebo

Event Name: American Indian Cultural Arts: Dance, Artwork, Games, and Crafts (restrooms + electric only) # of People 100

Name: Elaine O. Hardwick

Address: 806 Garfield Ave

City: North Mankato

State: MN

Zip 56003

Phone: 507-995-4392

Email: info@zipzapicecream.com

Use of Tents (or anything requiring staking) ☐ No ☒ Yes

* If Yes, Please contact Gopher State One Call 800-252-1166 one week prior to event.

Notes: **Bounce House requires waiver*
the tents are lightweight 10' x 10' and the stakes are 4-5' in length

Alcoholic Beverages (wine & beer only) ☒ No ☐ Yes

Please specify: Cans Keg * (\$300 refundable deposit and \$30 keg permit) Catering* (must contact City Hall)

Audio (requires audio permit)

☐ No

☒ Yes * If Yes, Please fill out Audio Permit.

Allowed

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

Prohibited

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park, Spring Lake Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒ I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☒ I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED:

Elaine O. Hardwick

Applicant

7/9/2021

Date

☐ APPROVED ☐ DENIED

☐ REFER TO COUNCIL

City Clerk

Date

Receipt # Waived

Book

Online

☒ Park

PL Police

Staff Initials

AK



1001 Belgrade Avenue

North Mankato, MN 56003

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

www.northmankato.com

Audio Permit _____ 2021

Park Permit _____ 2021

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030, which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

What happens if there is a noise complaint?

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:



LIVE MUSIC/BAND



DJ/KARAOKE MACHINE



OTHER: _____

DATE OF EVENT: 10/2/2021

BEGIN TIME: 11am

END TIME: 2pm

LOCATION / SHELTER: Wheeler Park

EVENT NAME: American Indian Cultural Arts: Dance, Artwork, Games, and Crafts

ONSITE COORDINATOR:

PRINT NAME: Elaine O. Hardwick

MOBILE NUMBER: 507-995-4392

☒ 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

SIGNATURE: Elaine O. Hardwick

DATE: 7/9/2021

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE

~~\$25.00 FEE~~

STAFF INITIALS _____

Waived @

**OPERATING SERVICE AGREEMENT
ALL SEASONS ARENA**

This Agreement is made between the City of Mankato, the City of North Mankato, the City of Skyline, the City of Eagle Lake, and County of Blue Earth, (hereinafter jointly referred to as "Owners") and City of Mankato (hereinafter referred to as "Operator").

The parties agree that the All Seasons Arena is an asset to the citizens living within the geographical boundaries of the governmental units involved in the Agreement. They further agree that said facility is to be operated in the best interest of the public. Now, therefore, to meet those requirements, it is hereby agreed by the Owners hereto as follows:

- 1.) The Operator shall manage the All Seasons Arena facility. The Operator shall conduct the day-to-day activities and operations at the Arena facility. The Operator shall consult with the Arena Board with reference to operating methods, procedures, programming, budget, and policy. Staffing levels and budget for wages and benefits shall be determined by the Arena Board, with input and recommendations from the Operator. All fulltime employees and personnel will be hired, selected, trained, and supervised by the Operator.
- 2.) The Operator shall be responsible for maintaining the financial records and statements of the All Seasons Arena in conformity of Generally Accepted Accounting Principles (GAAP). An audit of the financial statements shall be performed by an independent auditing firm annually. A statement of income and expenses will be prepared by the Operator and presented to the Arena Board monthly.
- 3.) The Operator shall limit expenditures to budgeted amount and shall not incur expenses outside budget limitations except with the consent of the Owners.
- 4.) The Operator shall not be required to advance any funds or pay any portion of the expenses except from income received by the Operator pursuant to the terms of this Agreement.
- 5.) The term of the Operator's Agreement shall be for a period of three (3) years, expiring December 2023, unless renewed by mutual agreement.
- 6.) The governmental units designated as Owners shall provide to the Operator the sum of forty thousand dollars (\$40,000) in operating funds per operating year. Proportions are to be based on the formula as outlined in Exhibit A attached hereto and incorporated by reference. Said operating funds are to be requested in writing within fifteen (15) days' notice of desired receipt date. If the census formula changes by 5% or more, adjustment will be made to the formula accordingly. The governmental units will be notified if changes are made.
- 7.) The Operator does further agree to keep in full force and effect during the terms of this contract, , a general liability insurance policy with coverage for bodily injury liability in the amount of at least two million dollars (\$2,000,000.00) per person, with a limit of one million dollars (\$1,000,000.00) per occurrence. The undersigned individuals state that they have the authority from their respective governmental units and that they execute this Agreement on behalf of said governmental units.

City of Mankato:

BY Susan M. Amb Its City Manager DATE

July 12, 2021

City of North Mankato

BY _____ Its _____ DATE

City of Skyline

BY _____ Its _____ DATE

City of Eagle Lake

BY _____ Its _____ DATE

County of Blue Earth

BY _____ Its _____ DATE

Exhibit A

All Seasons Arena Ownership Formula		
Unit	Unit Share 5 – Owners	Owner Share
Mankato	66.597%	\$26,638.61
North Mankato	21.883%	\$8,753.29
Blue Earth County	6.523%	\$2,609.15
Eagle Lake	4.524%	\$1,809.57
Skyline	.473%	\$189.38
		\$40,000

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9A	Dept: Community Dev.	Council Meeting Date: 7/19/21																												
TITLE OF ISSUE: Consider Approving Preliminary and Final Plat of Valley View Subdivision No. 6. A replat of Lot 1 & 2 Block 2, Valley View Subdivision, A request from Todd and Barbara Mettler.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Community Development Director Fischer will review the proposed final plat.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Approve Preliminary and Final Plat of Valley View Subdivision No. 6. A replat of Lot 1 & 2 Block 2, Valley View Subdivision, A request from Todd and Barbara Mettler.																														
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>Oachs</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>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																													
_____	_____	Oachs																												
_____	_____	Whitlock																												
_____	_____	Steiner																												
_____	_____	Norland																												
_____	_____	Dehen																												
Resolution	Ordinance	Contract	Minutes	Map																										
<input 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: _____																													

VALLEY VIEW SUBDIVISION NO. 6
PRELIMINARY AND FINAL PLAT

THE CITY OF NORTH MANKATO

SUBJECT: Preliminary & Final Plat of Valley View Subdivision
No. 6

APPLICANT: Todd & Barbara Mettler

LOCATION: Lots 1 & 2, Valley View Subdivision

EXISTING ZONING: R-2, One-and Two-Family Dwelling

DATE OF HEARING: July 8, 2021

DATE OF REPORT: June 30, 2021

REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request to replat Lots 1 & 2, Valley View Subdivision

COMMENT

The applicants own two (2) residential lots on Howard Drive described as Lots 1 & 2, Valley View Subdivision. Their current home addressed as 1909 Howard Drive is on Lot 2 and Lot 1 was vacant with the exception of a driveway to serve the home. Currently, the applicants are constructing a new home on the vacate lot (Lot 1) and are selling the existing home addressed as 1909 Howard Drive. An aerial view of the current properties is shown on Exhibit A. The applicants are proposing to replat the two lots to accommodate both homes. The proposed replat including the location of the homes and driveways is shown on the preliminary plat as Exhibit B. In summary, the two lots would be replatted based the location of both homes and driveways. Each home would meet the building setbacks including the driveways which are subject to setbacks as well. The final plat is shown on Exhibit C.

As both properties are zoned R-2, One-and Two-Family Dwelling, the minimum lot size requirements from single-family homes are as follows:

Lot Width - 75 feet
Lot Depth - 100 feet
Lot Area - 7,500 sq.ft.

Regarding the proposed Lot 2, the minimum lot width is met on the north side of the lot.

As the original lot line between Lots 1 & 2 will be relocated, there are no existing utility easements which need to be vacated.

RECOMMENDATION

Staff recommends approval of the preliminary & final plat of Valley View Subdivision No. 6



Legend

- City Limits
- Medians
- Roadways
- Parcels (1-13-2021)
- Lakes & Ponds
- Minnesota River



Map Name

Disclaimer:

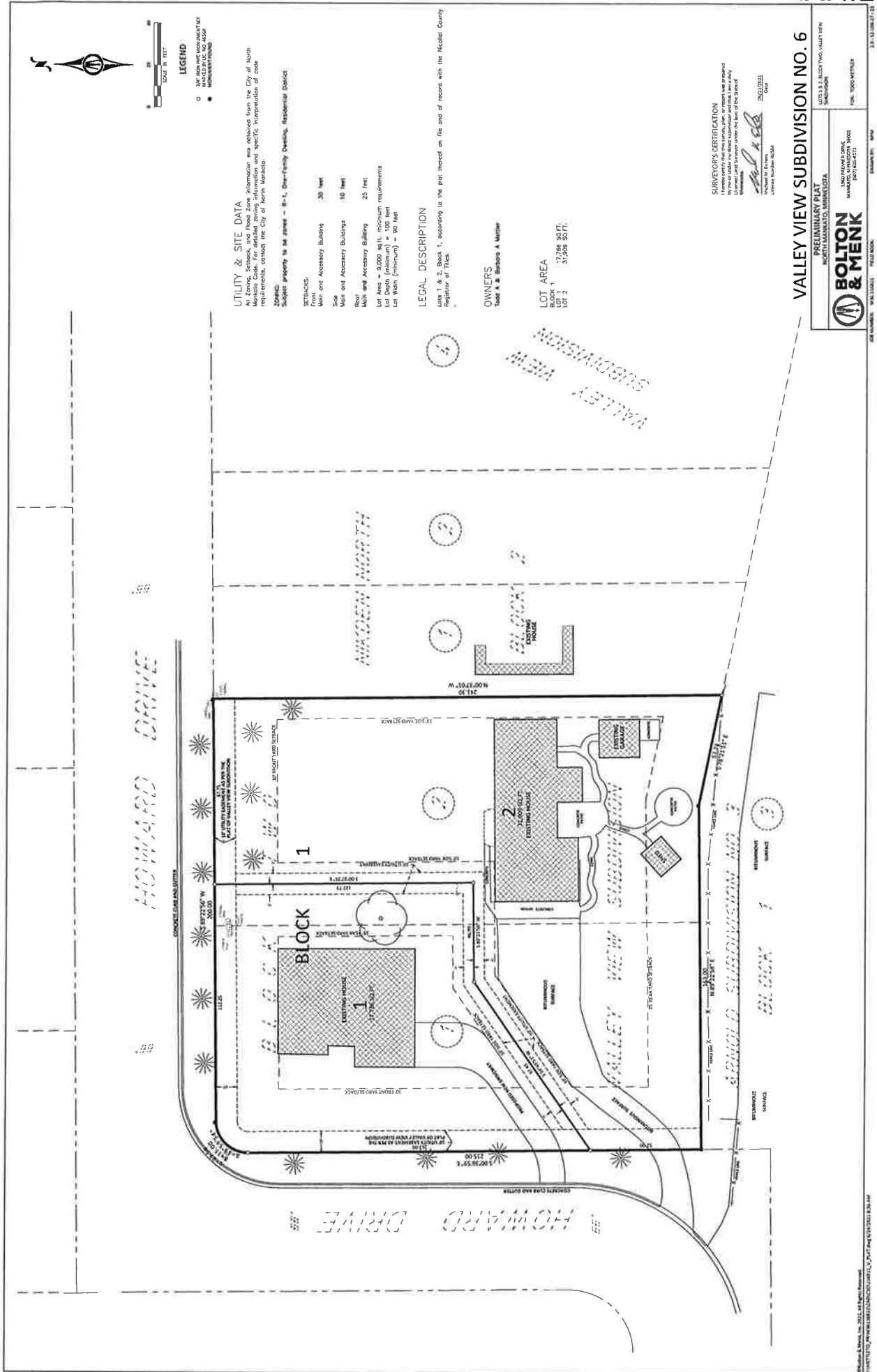
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of North Mankato is not responsible for any inaccuracies herein contained.



Real People. Real Solutions.


0 66 Feet

© Bolton & Menk, Inc. - Web GIS 6/30/2021 2:09 PM



OFFICIAL PLAT COPY

VALLEY VIEW SUBDIVISION NO. 6

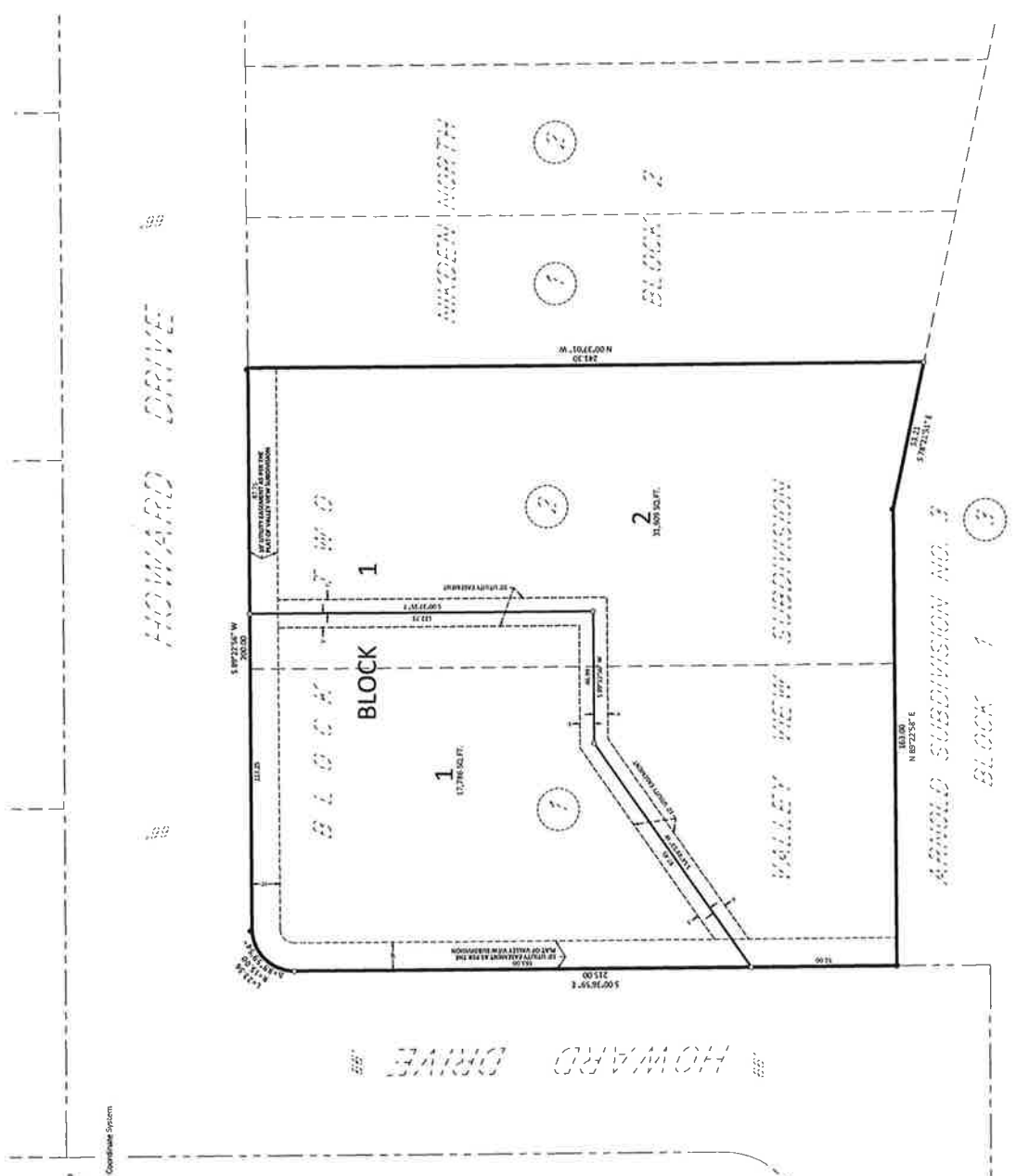


Horizontal Datum: NAD83 1983 County Coordinate System

SCALE: 1" = 100'

LEGEND

- 3/4" IRON PIPE MONUMENT SET
- MONUMENT FOUND



INSTRUMENT OF DEDICATION

Know all men by these presents that we, Todd A. Mettler and Barbara A. Mettler, husband and wife, the owners of the following described property to wit:

Lot 1 & 2, Block 1, Valley View Subdivision, according to the plat thereof on file of record with the Nicollet County Public Records, do hereby certify that we have caused the above described property to be surveyed and divided and improvements to be set, and we have caused said plat to be recorded with the Nicollet County Public Records, and that we dedicate to the public use the public ways and easements shown hereon.

Dated this _____ day of _____, 2021 by Todd A. Mettler and Barbara A. Mettler, husband and wife,

NOTARY CERTIFICATE

On this the _____ day of _____, 2021, before me a Notary Public, within and for said County of Nicollet, Minnesota, personally appeared Todd A. Mettler and Barbara A. Mettler, known to me to be the persons named in the foregoing instrument and who did acknowledge said instrument to be their act and deed.

SURVEYORS CERTIFICATE

I, Michael M. Eggers, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Professional Surveyor in the State of Minnesota; that I am duly sworn and qualified; that the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments described on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, shown on this plat, have been correctly surveyed and shown on this plat; that all public ways are shown and located on this plat; and all public ways are shown and located on this plat.

Dated this _____ day of _____, 2021.

CHIEF OF TITLE

On this the _____ day of _____, 2021, before me a Notary Public, in and for said County, appeared Michael M. Eggers, and being duly sworn did say that he has executed the foregoing instrument.

APPROVALS

Be it known that on this the _____ day of _____, 2021, the Planning Commission of the City of North Mankato did duly review this plat of VALLEY VIEW SUBDIVISION NO. 6.

Chairman _____

Secretary _____

Mayor _____

TITLE OPINION

I, Nick A. Fretz, Licensed Attorney, State of Minnesota, do hereby certify that the owner as indicated hereon, represent all ownership interest in the land encompassed by this plat.

NICOLLET COUNTY PUBLIC SERVICES

I hereby certify that taxes payable and for special assessments in the year 2021 on the lands described within are paid in full and there are no delinquent taxes and that transfer was entered this _____ day of _____, 2021.

Nicollet County Public Services Manager

REGISTER OF TITLES

I hereby certify that this instrument was filed in my office for record on this, the _____ day of _____, 2021, at _____ o'clock _____ m, and that it was duly recorded on _____ Page, Number _____.

Nicollet County Registrar of Titles

FINAL PLAT REVIEW
PENDING FINAL REVIEW
THE PLAT PREPARED 10-6-23-2021

NOTARY PUBLIC
NAD83 1983
COUNTY COORDINATE SYSTEM

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9B	Dept: Public Works Director	Council Meeting Date: 7/19/21
------------------	-----------------------------	-------------------------------

TITLE OF ISSUE: Consider Adopting Resolution Authorizing City Administrator to Approve the Musco Softball Lighting Purchase Agreement for Caswell Softball Improvements-Phase I Project No. 21-04.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Public Works Director Host will review the lighting information. The City utilized the State of Minnesota's Cooperative Purchasing Venture in accordance with Minn. Statute 16C.03, Subd. 10, which provides predetermined preferential pricing through approved vendors.
<i>If additional space is required, attach a separate sheet</i>

REQUESTED COUNCIL ACTION: Adopt Resolution Authorizing City Administrator to Approve the Musco Softball Lighting Purchase Agreement for Caswell Softball Improvements-Phase I Project No. 21-04.

For Clerk's Use:		
Motion By: _____		
Second By: _____		
Vote Record:	Aye	Nay
_____	_____	_____
_____		Oachs
_____		Whitlock
_____		Steiner
_____		Norland
_____		Dehen

SUPPORTING DOCUMENTS ATTACHED				
Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<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 NO. 53-21

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO APPROVE THE MUSCO
SOFTBALL LIGHTING PURCHASE AGREEMENT FOR CASWELL SOFTBALL
IMPROVEMENTS-PHASE I PROJECT NO. 21-04

WHEREAS, the City has received a quote for furnishing and installing soccer field lighting from Musco Sports Lighting, LLC in the amount of \$478,900.00 through the State of Minnesota's Cooperative Purchasing Venture (CPV), in accordance with Minn. Stat. § 16C.03, subd.10.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA AS GOLLOWS:

- 1) The Mayor and Administrator are hereby authorized and directed to enter into a contract in the amount of \$478,900 with Musco Sports Lighting, LLC in the name of the City of North Mankato, Minnesota for furnishing and installing soccer field lighting, according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

Adopted by the City Council this 19th day of July 2021.

Mayor

Attest:

City Clerk

Purchase Agreement

Date: July 9, 2021

Project Name: North Mankato Caswell Softball Fields 1 - 4

Project #: 148329

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1 st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Matt Stranberg Email: matt.stranberg@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4051 Fax: 800-374-6402	2. BUYER NAME AND ADDRESS: City of North Mankato (the "Buyer") 1001 Belgrade Avenue North Mankato, MN 56003 Attn: Nate Host Email: nhost@northmankato.com Telephone: 507-345-5570 Fax: ☒ _____
3. OWNER NAME AND ADDRESS: City of North Mankato 1001 Belgrade Avenue North Mankato, MN 56003 Attn: Nate Host Email: nhost@northmankato.com Telephone: 507-345-5570 Fax: ☒ _____	4. SHIPPING NAME AND ADDRESS: Caswell Park Softball Complex 1875 Howard Drive West North Mankato, MN 56003 Attn: Nate Host Email: nhost@northmankato.com Telephone: 507-345-5570 Fax: ☒ _____
5. WARRANTY CONTACT: City of North Mankato 1001 Belgrade Avenue North Mankato, MN 56003 Attn: Nate Host Email: nhost@northmankato.com Telephone: 507-345-5570 Fax: ☒ _____	6. FACILITY NAME AND ADDRESS: Caswell Park Softball Complex 1875 Howard Drive West North Mankato, MN 56003

7. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 8 – pre-cast concrete bases
- 8 – 60 ft galvanized steel poles
- Electrical component enclosures
- Pole length wire harnesses
- 24 – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
- 8 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 16 – Total Light Control™ TLC-BT-575 factory-aimed and assembled luminaires

With Controls

- Control-Link® control & monitoring system cabinet
- LED dimming

SportsCluster® Lighting System

- Electrical component enclosures with disconnect switches
- Pole length wire harnesses
- Poletop luminaire assemblies with:
 - 40 – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
 - 16 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
 - 16 – Total Light Control™ TLC-BT-575 factory-aimed and assembled luminaires

With Controls

- Control-Link® control & monitoring system cabinet
- LED dimming



1999, 2021 Musco Sports Lighting, LLC • M-1010-enUS-38

www.musco.com • lighting@musco.com

Purchase Agreement

Date: July 9, 2021

Project Name: North Mankato Caswell Softball Fields 1 - 4

Project #: 148329

Built to the following specifications:

- Driver input voltage: ☒ 480
- Phase to pole: ☒ 3 phase
- Structural integrity: based upon IBC, 2015, 115mph, Exposure C
- Light level(s): 50 footcandles on the infield and 30 footcandles on the outfield

8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Confirm pole locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.
- Provide labor and equipment for installation of bases & poles.

9. MUSCO CONTROL-LINK® CONTROL SYSTEM – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. MUSCO SERVICES – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

No additional Services

11. CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty") – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- **Warranty service begins:** On the date of product shipment
- **Expiration date:** 25 years from date of shipment
- **Monitoring, maintenance & control services**
- **Light levels** – as specified in Musco design documents
- **Spill light control** – as specified in Musco design documents
- **Energy consumption:** as specified in Musco design documents

12. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$478,900.00 plus applicable taxes, is payable as follows.

- \$478,900.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (contract number 071619-msl expiration 08/27/2023)

Price includes delivery, to the address indicated in item #4 of this Agreement. Price does not include sales tax, unloading or installation.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.



1999, 2021 Musco Sports Lighting, LLC • M-1010-enUS-38

www.musco.com • lighting@musco.com

Purchase Agreement

Date: July 9, 2021

Project Name: North Mankato Caswell Softball Fields 1 - 4

Project #: 148329

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

- 13. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☐ Taxable

☒ Non-Taxable

(Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

- 14. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project? ☐ Yes ☒ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

- 15. DELIVERY** – Normal delivery to the shipping address indicated above is 6 to 8 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon delivery by Musco of such Equipment to the shipping location indicated above.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.



1999, 2021 Musco Sports Lighting, LLC • M-1010-enUS-38

www.musco.com • lighting@musco.com

Purchase Agreement

Date: July 9, 2021

Project Name: North Mankato Caswell Softball Fields 1 - 4

Project #: 148329

17. **EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
18. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
19. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
20. **INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
21. **DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
22. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
23. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
24. **EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.



Purchase Agreement

Date: July 9, 2021

Project Name: North Mankato Caswell Softball Fields 1 - 4

Project #: 148329

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

25. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

CITY OF NORTH MANKATO

Acceptance

this _____ day of _____, 20____

Signature

Nate Host

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20____

Signature

Name and Title

Please remember to return all pages of this agreement.



CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9C	Dept: Finance Director	Council Meeting Date: 7/19/21
------------------	------------------------	-------------------------------

TITLE OF ISSUE: Consider Adopting Resolution Providing for the Issuance and Sale of \$11,365,000 General Obligation Bonds, Series 2021A, Pledging for the Security Thereof Tax Increments, Levying a Tax for the Payment Thereof, and Authorizing the Execution of a Pledge Agreement.

BACKGROUND AND SUPPLEMENTAL INFORMATION: On July 19, 2021, the GO Bonds Series 2021A will be sold. An updated resolution will be provided on July 19, 2021 to accurately reflect the sale. The City's Bond Counsel Tammy Omdal will be present to review the bond sales.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt Resolution Providing for the Issuance and Sale of \$11,365,000 General Obligation Bonds, Series 2021A, Pledging for the Security Thereof Tax Increments, Levying a Tax for the Payment Thereof, and Authorizing the Execution of a Pledge Agreement.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____	_____	_____	Oachs
_____	_____	_____	Whitlock
_____	_____	_____	Steiner
_____	_____	_____	Norland
_____	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<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: _____

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF NORTH MANKATO, MINNESOTA

HELD: JULY 19, 2021

Pursuant to due call, a regular or special meeting of the City Council of the City of North Mankato, Nicollet and Blue Earth Counties, Minnesota, was duly held at the City Hall on July 19, 2021, at 7:00 P.M., for the purpose, in part of authorizing the issuance and sale of \$11,365,000 General Obligation Bonds, Series 2021A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$11,365,000 GENERAL OBLIGATION BONDS, SERIES 2021A, PLEDGING FOR THE SECURITY THEREOF TAX INCREMENTS, LEVYING A TAX FOR THE PAYMENT THEREOF, AND AUTHORIZING THE EXECUTION OF A PLEDGE AGREEMENT

A. WHEREAS, the City Council (the "Council") of the City of North Mankato Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$11,365,000 General Obligation Bonds, Series 2021A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475; and

1. Chapter 469 to finance the construction of the street improvements (the "TIF Improvements"); in the amount of \$ _____ (the "TIF Improvements Portion of the Bonds"); and

2. Section 475.58, Subdivision 3b, to finance street reconstruction improvements under the City's 2021-2025 Five-Year Street Reconstruction Plan, dated June 7, 2021 (the "Street Reconstruction Projects") in the amount of \$ _____ (the "Street Reconstruction Portion of the Bonds"); and

3. Laws of MN 2008, Chapter 366, Article 7, Section 20 (the "2008 Special Law"; Laws of MN 2017, Chapter 1, Article 5, Section 17 (the "2017 Special Law"), the City is authorized to levy a sales and use tax of up to one half of one percent on sales transactions taxable pursuant to Minnesota Statutes, Chapter 297A, that occur within the City (the "Sales and Use Tax") for the purpose of paying all or a portion of the capital costs of projects, including construction of indoor regional athletic projects (the "Caswell Regional Sporting Complex") in the City (the "Sales and Use Tax Project") as authorized by the November 8, 2016 general election and as further provided in the Special Law and Minnesota Statutes, Chapter 475 (collectively, the "Act"). Laws of MN 2019, Chapter 6, Article 6, Section 23 (the "2019 Special Law", and together with the 2008 Special Law and the 2017 Special Law, the "Special Law") the

City is authorized to levy a food and beverage tax of one half of one percent on the gross receipts on all sales of food and beverages by a restaurant or place of refreshment pursuant to Minnesota Statutes, Chapter 297A, that occur within the City (the "Food and Beverage Tax", and together with the Sales and Use Tax, the "Sales Tax") for the purpose of paying all or a portion of the expense for the Caswell Regional Sporting Complex (together with the "Sales and Use Tax Project", the "Facility Improvements"). Under the Act, the City is also authorized to issue its general obligation bonds in the amount of \$ _____ (the "Sales Tax Portion of the Bonds") in anticipation of the collection of the Sales Tax (the "Sales Tax Revenues") to provide funds for acquisition or betterment of the Facility Improvements, and to apply the Sales Tax Revenues to the payment of the costs of collecting the Sales Tax, to the payment of all or a portion of the cost of the Facility Improvements or to the payment of principal of or interest on such bonds.

B. WHEREAS, the City has heretofore established Industrial Development District IDD No. 1 (the "Industrial District") pursuant to the provisions of Minnesota Statutes, Sections 469.124 through 469.133, and has approved an Industrial Program (the "Program") with respect to the Industrial District; and

C. WHEREAS, the City has also heretofore established Tax Increment Financing IDD District No. 1-26 as a redevelopment district within the Industrial District (the "Tax Increment District") under the provisions of Minnesota Statutes, Sections 469.174 through 469.1794 and has approved a tax increment financing plan (the "Plan") with respect to the Tax Increment District; and

D. WHEREAS, pursuant to the provisions of the Program and Plan, funds are to be expended within the Industrial District to provide funds to finance the costs of redevelopment, consisting of public improvements within the Tax Increment District as set forth in the Plan; and

E. WHEREAS, on June 7, 2021, following duly published notice thereof, the Council held a public hearing on the issuance of approximately \$8,768,000 principal amount of bonds to finance the Street Reconstruction Projects and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

F. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bonds has been filed with the City Administrator within 30 days after the public hearing on June 7, 2021; and

G. WHEREAS, the City did take all action required under the Act to authorize the issuance of general obligation sales tax revenue bonds by resolution of this Council, and the City enacted an ordinance imposing the Sales Tax as authorized by the Act, which is codified as Ordinance No. 121, Fourth Series (Sales and Use Tax) and Ordinance No. 118, Fourth Series (Beverage and Food Tax) of the North Mankato City Code (collectively, the "Ordinance"); and

H. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor for the sale of the Bonds and was

therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Northland; and

I. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Administrator, or designee, at the offices of Northland at 10:30 A.M. on the date hereof, pursuant to the Notice of Sale established for the Bonds; and

J. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of North Mankato, Minnesota, as follows:

1. Acceptance of Offer. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Notice of Sale established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option; Debt Limitations. The Bonds shall be dated August 17, 2021, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023		2032	
2024		2033	
2025		2034	
2026		2035	
2027		2036	
2028		2037	
2029		2038	
2030		2039	
2031			

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The TIF Improvements Portion of the Bonds, being the aggregate principal amount of \$_____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the TIF Improvements. The Street Reconstruction Portion of the Bonds, being the aggregate principal amount of \$_____ maturing in each of the years and amounts hereinafter set forth are issued to finance the Street Reconstruction Projects. The Sales Tax Portion of the Bonds, being the aggregate principal amount of \$_____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Facility Improvements.

<u>Year</u>	<u>TIF Improvements Portion</u>	<u>Street Reconstruction Portion</u>	<u>Sales Tax Portion</u>	<u>Total</u>
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, including the levy of taxes, the prepayment may be allocated to any portions of debt service in such amounts as the City shall determine. If the source of a prepayment is excess tax increments pledged to the TIF Improvements, the prepayment shall be allocated to the TIF Improvements Portion of debt service. If the source of a prepayment is excess Sales Tax Revenues pledged to the Facility Improvements, the prepayment shall be allocated to the Sales Tax Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds

shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purposes. The TIF Improvements Portion of the Bonds shall provide funds to finance the TIF Improvements. Pursuant to the Pledge Agreement, dated as of August 1, 2021 to be entered into between the North Mankato Port Authority Commission, Minnesota (the "Port Authority") and the City (the "Pledge Agreement"), Tax Increments derived from the Tax Increment District will be pledged to the City by the Port Authority, and such payments under the Pledge Agreement are pledged by the City to the payment of the TIF Improvements Portion of the Bonds and interest thereon. The Street Reconstruction Portion of the Bonds shall provide funds to finance the Street Reconstruction Projects. The Sales Tax Portion of the Bonds shall provide funds to finance the Facility Improvements. The TIF Improvements, Street Reconstruction Projects and the Facility Improvements, are herein referred to collectively as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2023		2032	
2024		2033	
2025		2034	
2026		2035	
2027		2036	
2028		2037	
2029		2038	
2030		2039	
2031			

5. Redemption. All Bonds maturing on February 1, 2030 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2029, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is

duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
NICOLLET AND BLUE EARTH COUNTIES
CITY OF NORTH MANKATO

R-_____ \$ _____

GENERAL OBLIGATION BOND, SERIES 2021A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, 20	August 17, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of North Mankato, Nicollet and Blue Earth Counties, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and

premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2030, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2029, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$11,365,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on July 19, 2021 (the "Resolution"), for the purpose of providing money to finance improvements within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2021A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Not Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of North Mankato, Nicollet and Blue Earth Counties, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL
ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

Payable at: U.S. BANK NATIONAL
ASSOCIATION

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

CITY OF NORTH MANKATO,
NICOLLET AND BLUE EARTH COUNTIES,
MINNESOTA

U.S. BANK NATIONAL
ASSOCIATION
St. Paul, Minnesota,
Bond Registrar

/s/ Facsimile
Mayor

By: _____
Authorized Signature

/s/ Facsimile
City Administrator

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____

(Cust) (Minor)

under the _____ Uniform

(State)

Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: _____

The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of August 17, 2021. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Administrator is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the City Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2021A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the

manner herein specified until all of the Bonds and the interest thereon shall have been fully paid. There shall be maintained and created in the fund the "Construction Account" and a "Debt Service Account".

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds. From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction or other contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of the taxes herein levied, the receipt of Tax Increments, or the receipt of Sales Tax Revenues.

(b) Debt Service Account. There shall be maintained separate subaccounts in the Debt Service Account to be designated the "TIF Improvements Debt Service Subaccount", the "Street Reconstruction Projects Debt Service Subaccount" and the "Sales Tax Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) TIF Improvements Debt Service Subaccount. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the TIF Improvements Debt Service Subaccount: (A) payments received by the City from the Port Authority pursuant to the Pledge Agreement, representing Tax Increments received by the Port Authority, in an amount sufficient, together with other sums herein pledged, to pay the annual principal and interest payments on the TIF Improvements Portion of the Bonds; (B) all collections of all taxes herein or hereafter levied for the payment of the TIF Improvements Portion of the Bonds and interest thereon; (C) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the TIF Improvements Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the TIF Improvements Debt Service Subaccount. The TIF Improvements Debt Service Subaccount shall be used solely to pay the principal and interest on the TIF Improvements Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

(ii) Street Reconstruction Projects Debt Service Subaccount. To the Street Reconstruction Projects Debt Service Subaccount there shall be credited: (A) any collections of all taxes herein or hereinafter levied for the payment of the Street Reconstruction Portion of the Bonds; (B) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the Street Reconstruction Projects Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Street Reconstruction Projects Debt Service Subaccount. The Street Reconstruction Projects Debt Service Subaccount shall be used solely to pay the principal and interest on the Street Reconstruction Portion

of the Bonds and any other general obligation bonds of the City and made payable from the Street Reconstruction Projects Debt Service Subaccount as provided by law.

(iii) Sales Tax Debt Service Subaccount. To the Sales Tax Debt Service Subaccount there shall be credited: (A) all collections of Sales Tax Revenues in an amount sufficient to pay annual principal and interest payments on the Sales Tax Portion of the Bonds; (B) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (C) all investment earnings on funds in the Sales Tax Debt Service Subaccount; (D) any taxes herein or hereafter levied for the payment of the Sales Tax Portion of the Bonds; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Sales Tax Debt Service Subaccount. The amount of any surplus remaining in the Sales Tax Debt Service Subaccount when the Sales Tax Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the TIF Improvements Portion of the Bonds.

(a) Original Net Tax Capacity; Tax Increments; Use of Tax Increments. The County Auditor of Nicollet County has certified the original net tax capacity of property in the Tax Increment District. The County Auditor for Nicollet County shall determine in each year if the then current net tax capacity of property in the Tax Increment District exceeds the original net tax capacity, and shall calculate, in the manner provided in Minnesota Statutes, Section 469.177, Subdivision 3, the captured net tax capacity (as defined therein) attributable to the Tax Increment District. The City hereby determines to retain one hundred percent of the captured tax capacity for purposes of tax increment financing. The County Auditor for Nicollet County shall, in each such year, compute the local tax rate to be extended against the captured net tax capacity in the manner provided in Minnesota Statutes, Section 469.177, Subdivision 3, and the tax generated thereby shall constitute the Tax Increments for the year in which it is received. The County Auditor for Nicollet County will remit to the City the Tax Increments so received. The City

hereby appropriates the Tax Increments to the Debt Service Account, as provided herein, which appropriation shall continue until all of the TIF Improvements Portion of the Bonds and any additional bonds payable from the TIF Improvements Debt Service Subaccount, are paid or discharged.

The estimated collections of Tax Increments are such that if collected in full they, together with estimated collection of other payments and revenues herein pledged for the payment of the TIF Improvements Portion of the Bonds, will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the TIF Improvements Portion of the Bonds.

17. Covenants Relating to the Street Reconstruction Portion of the Bonds.

(a) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Street Reconstruction Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
-------------------------	-------------------------------	---------------

See Attached Schedule

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Street Reconstruction Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Street Reconstruction Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. Covenants Relating to the Sales Tax Portion of the Bonds.

(a) Coverage Test. The Sales Tax Revenues are such that they will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Sales Tax Portion of the Bonds.

(b) Sales Tax Revenues. The City hereby pledges and appropriates the Sales Tax Revenues to the Sales Tax Debt Service Subaccount, which pledge and appropriation shall continue until all of the Sales Tax Portion of the Bonds, and any additional bonds payable from the Sales Tax Debt Service Subaccount, are paid or discharged. The City hereby expressly reserves the right to use the Sales Tax Revenues to finance any other activities authorized by the Special Law, as amended from time to time. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the Sales Tax Revenues or the payment of other or additional obligations of the City.

(c) Future Tax Levies. On or before September 15 of each year, the City Administrator shall calculate the amount of Sales Tax Revenues and any other funds appropriated to and then held in the Sales Tax Debt Service Subaccount and the estimated collections of Sales Tax Revenues to be received in the next succeeding year. In the event that it is anticipated that the aggregate of said sums will not be sufficient to pay the principal and interest on the Sales Tax Portion of the Bonds to become due in the first calendar year thereafter and the first six (6) months of the succeeding calendar year, the City Council shall pass a resolution requesting the County Auditor of Nicollet County and the County Auditor of Blue Earth County to each levy an ad valorem tax in an amount as is necessary, together with the aforementioned funds then held in the Sales Tax Debt Service Subaccount and said estimated collections of Sales Tax Revenues, to pay the principal and interest on the Sales Tax Portion of the Bonds to become due during said period.

(d) Levying of Sales Tax. The City will not amend or repeal the Ordinance relating to the Sales Tax by decreasing the sales tax rate or the appropriation of Sales Tax Revenues to the Sales Tax Debt Service Subaccount, or in any way that would adversely affect the amount of Sales Tax Revenues which would otherwise be collected and deposited to the Sales Tax Debt Service Subaccount. However, nothing shall prevent the City from amending the Ordinance in order to make changes in the administration, collection or enforcement of the Sales Tax; provided that such changes shall not materially adversely affect the interests of the owners of or the security for the Sales Tax Portion of the Bonds. The City will administer, enforce and collect, or cause to be administered, enforced or collected, the Sales Tax authorized by the Ordinance, and shall take such necessary action to collect, or cause to be collected, delinquent payments in accordance with the law.

19. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these

covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Administrator of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

20. Tax Covenants. In order to ensure that the interest on the Bonds shall at all times be excluded from federal gross income, the City specifically represents, warrants and covenants with all holders of the Bonds, as follows:

(a) It will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as necessary to maintain the tax exempt status of the interest borne by the Bonds.

(b) All of the property financed or otherwise provided by the net proceeds of the Bonds will be owned by the City and used by the general public or organizations described in Section 501(c)(3) of the Code.

(c) Less than five percent of the net proceeds of the Bonds will be used to provide property used either (i) by an organization described in Section 501(c)(3) of the Code in an activity that constitutes an unrelated trade or business, or (ii) in a trade or business by a person other than an organization described in Section 501(c)(3) of the Code or a governmental unit (within the meaning of Section 141 of the Code).

(d) It shall make no use of the Project, including but not limited to entering into any agreement for the management of the Project or any similar agreement, the effect of which would cause the Bonds not to constitute "qualified 501(c)(3) bonds," within the meaning of Section 145 and related Sections of the Code, and any service contract to be entered into with respect to the Project (unless entered into with an organization described in Section 501(c)(3) of the Code) shall constitute a "qualified management agreement" within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, rulings and revenue procedures thereunder, including Revenue Procedure 97-13.

(e) Not more than two percent of the proceeds of the Bonds will be applied to the payment of costs of issuance of the Bonds and all costs of issuance in excess of that amount will be paid by the City from funds other than proceeds of the Bonds.

(f) It has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the facilities financed by the Bonds or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(g) No portion of the proceeds of the Bonds will be used to provide any of the following facilities or facilities related or incidental thereto: any airplane, skybox or other private

luxury box, facility used primarily for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(h) The City will not permit any person to become a "principal user" of the Project if such action would cause the interest on the Bonds to become includable in federal gross income in the hands of the holders thereof.

(i) The average maturity of the Bonds does not exceed one hundred twenty percent of the average reasonably expected economic life of the facilities financed by the Bonds as determined in accordance with Section 147(b) of the Code.

(j) No obligations have been or will be issued which are described in Section 141, 142, 143, 144 or 145 of the Code and that are sold at substantially the same time as the Bonds, pursuant to a common plan of marketing or otherwise have any common or pooled security for the payment of debt service thereon with the Bonds.

(k) The City will not use the proceeds of the Bonds in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations.

(l) The City reasonably expects that eighty-five percent of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the issue within three years of the date the Bonds are issued. Not more than fifty percent of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

(m) The City will comply with and fulfill all other requirements and conditions of the Code and Treasury Regulations and rulings issued pursuant thereto relating to the acquisition, construction and operation of the facilities financed by the Bonds to the end that interest on the Bonds shall at all times be excludable from federal gross income.

(n) The City will not use the proceeds of the Bonds in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations; and to this end, the City shall pay to the United States, as a rebate, an amount equal to the sum of (i) the excess of (I) the aggregate amount earned on all nonpurpose obligations (other than investments attributable to an excess described in this clause), over (II) the amount which would have been earned if all nonpurpose obligations were invested at a rate equal to the yield on the Bonds plus (ii) any income attributable to the excess described in clause (i), at the times and in the amounts required by Section 148 of the Code, all within the meaning of Section 148 of the Code. The City shall maintain records of the interest rate borne by the Bonds and the investments of the Debt Service Account and earnings thereon in adequate detail to enable the City to calculate the amount of any rebate required to be made to the United States. The City shall pay the rebate to the United States at times and in installments which satisfy Section 148 of the Code and the regulations, at least once every five years and within sixty days after the day on which the last of the Bonds is redeemed. Calculations of the amount to be rebated shall be made at least every five years, by bond counsel or an independent accountant

selected by the City. Such calculations shall be retained until six years after the retirement of the Bonds. The rebate shall be calculated as provided in the applicable Treasury Regulations, including taking into account the gain or loss on the disposition of nonpurpose investments.

21. Pledge Agreement. The Pledge Agreement is hereby approved in substantially the form presented to the City Council, which agreement pledges to the City Tax Increments derived from the Tax Increment District and the Mayor and City Administrator are hereby authorized to execute the same on behalf of the City.

22. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

23. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be

issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

24. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

25. Certificate of Registration. The City Administrator is hereby directed to file a certified copy of this resolution with the County Auditors of Nicollet and Blue Earth Counties, Minnesota, together with such other information as each of the County Auditors shall require, and to obtain from each County Auditor their certificate that the Bonds have been entered in their Bond Register, and that the tax levy required by law has been made.

26. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as

otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

27. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" (other than qualified 501(c)(3) bonds) within the meaning of Sections 103 and 141 through 150 of the Code.

28. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States. The City expects to satisfy the 24-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor and/or City Administrator are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

29. No Designation of Qualified Tax-Exempt Obligations. The City will not designate the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

30. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Northland is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

31. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution

32. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTIES OF NICOLLET AND BLUE EARTH
CITY OF NORTH MANKATO

I, the undersigned, being the duly qualified and acting City Clerk of the City of North Mankato, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of \$11,365,000 General Obligation Bonds, Series 2021A.

WITNESS my hand on July 19, 2021.

City Clerk

EXHIBIT A
PROPOSALS

[To be supplied by Northland Securities, Inc.]

EXHIBIT B
SCHEDULES

[To be supplied by Northland Securities, Inc.]

PLEDGE AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 2021, by and between the City of North Mankato, a Minnesota municipal corporation, herein called the "City", and the North Mankato Port Authority Commission, a public body corporate and politic created and existing under the laws of Minnesota, herein called the "Authority", witnesseth that:

A. WHEREAS, attached hereto as Exhibit A is a resolution adopted by the City Council on July 19, 2021, which authorizes the issuance of \$11,365,000 General Obligation Bonds, Series 2021A (the "Bonds"), payable in part from tax increments derived from Tax Increment Financing District IDD No. 1-26 (the "Tax Increment Financing District"); and

NOW, THEREFORE, BE IT RESOLVED by the City and the Authority, each in consideration of the mutual covenants and agreements herein contained, covenant and agree as follows:

1. Coverage Test. The Authority pledges to the payment of the Bonds, the tax increments (the "Tax Increments") to be received from the Tax Increment Financing District in an amount, together with other revenues in the Authorizing Resolution pledged to the payment of the Bonds, which is sufficient to pay one hundred five percent (105%) of the principal of and the interest on the Bonds to be issued pursuant to the Authorizing Resolution, subject to the right of the Authority, with the consent of the City and subject to the requirements of Minnesota Statutes, Sections 469.174 through 469.1794, to pledge or apply the Tax Increments to the payment of any other costs of redevelopment of the Project, as may be from time to time modified, including debt service on any obligations issued or otherwise incurred with respect to such costs, whether or not such pledge or application is made prior to, on a parity with, or subordinate to the pledge and application of the Tax Increments to the payment of debt service on the Bonds..

2. Remittance; Segregation. Tax Increments herein pledged shall be remitted directly to the Authority and the Authority shall segregate all Tax Increments so received in a special account on its official books and records. The Authority shall remit to the City Tax Increments as required by paragraph 1.

3. Filing; Computation and Collection. An executed copy of this Agreement shall be filed with the County Auditor of Nicollet County and shall constitute the request and authorization of the Authority and the City to the County Auditor to compute and collect the Tax Increments in accordance with the provisions of this Agreement and Minnesota Statutes, Section 469.177 and to remit the same to the Authority.

IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be duly executed on their behalf, and such signatures to be attested, as of the day and year first above written.

CITY OF NORTH MANKATO, MINNESOTA

By _____
Mayor

Attest:

City Administrator

NORTH MANKATO PORT AUTHORITY
COMMISSION, MINNESOTA

By _____
President

Attest:

Secretary

EXHIBIT A
Bond Resolution

Finance Plan

City of North Mankato, Minnesota

\$11,365,000

General Obligation Bonds, Series 2021A

June 7, 2021



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

Member FINRA and SIPC | Registered with SEC and MSRB

Contents

Executive Summary	1
Issue Overview	2
Purpose	2
Authority	2
Structure	3
Security and Source of Repayment	3
Plan Rationale	3
Issuing Process	3
Attachment 1 - Preliminary Debt Service Schedule	4
Attachment 2 - Related Considerations	8
Bank Qualification	8
Arbitrage Compliance.....	8
Continuing Disclosure.....	8
Premiums	8
Rating.....	9
Attachment 3 - Calendar of Events	10
Attachment 4 - Risk Factors	12

Executive Summary

The following is a summary of the recommended terms for the issuance of \$11,365,000 General Obligation Bonds, Series 2021A (the "Bonds" or "2021A Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 2- Related Considerations.

Purpose	Proceeds from the Bonds will be used to fund the City's Harrison Avenue and Cliff Court street reconstruction projects, recreation facility improvements, and Belgrade Avenue improvements.				
Security	<p>The Bonds will be a general obligation of the City. The City will pledge for payment of the Bonds:</p> <ul style="list-style-type: none">• Property tax levies.• Tax increment income generated within the City's Tax Increment Financing District No. 26.• One half percent sales tax on local food and beverages purchases				
Repayment Term	The Bonds will mature annually each February 1 in the years 2023 - 2039. Interest on the Bonds will be payable on August 1, 2022 and semiannually thereafter on each August 1 and February 1.				
Estimated Interest Rate	<table><tr><td>Average coupon:</td><td>1.86%</td></tr><tr><td>True interest cost (TIC):</td><td>1.94%</td></tr></table>	Average coupon:	1.86%	True interest cost (TIC):	1.94%
Average coupon:	1.86%				
True interest cost (TIC):	1.94%				
Prepayment Option	Bonds maturing on and after February 1, 2030 will be subject to redemption on February 1, 2029 and any day thereafter at a price of par plus accrued interest.				
Rating	A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "AA" by S&P.				
Tax Status	The Bonds will be tax-exempt, non-bank qualified obligations.				
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 4.				
Type of Bond Sale	Public Sale - Competitive Bids				
Proposals Received	Monday, July 19, 2021 @ 10:30 A.M.				
Council Consideration	Monday, July 19, 2021 @ 7:00 P.M.				

Issue Overview

Purpose

Proceeds from the Bonds will be used to fund the City's Harrison Avenue and Cliff Court street reconstruction projects (the "Street Reconstruction Portion"), recreation facility improvements related to the Caswell Park Regional Sporting Complex (the "Sales Tax Portion"), and Belgrade Avenue improvements (the "TIF Portion"). The table below contains the sources and uses of funds for the bond issue.

	TIF	Street Reconstruction	Sales Tax	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$435,000.00	\$1,780,000.00	\$9,150,000.00	\$11,365,000.00
Total Sources	\$435,000.00	\$1,780,000.00	\$9,150,000.00	\$11,365,000.00
Uses Of Funds				
Total Underwriter's Discount (0.900%)	3,915.00	16,020.00	82,350.00	102,285.00
Costs of Issuance	3,264.88	13,359.80	68,675.32	85,300.00
Deposit to Project Construction Fund	425,000.00	1,750,000.00	9,000,000.00	11,175,000.00
Rounding Amount	2,820.12	620.20	(1,025.32)	2,415.00
Total Uses	\$435,000.00	\$1,780,000.00	\$9,150,000.00	\$11,365,000.00

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 475 and Sections 475.58, Sections 469.174 to 469.1794, Laws of MN 2019 Ch. 6, Art. 6, Sec. 23, and a referendum on November 8, 2016, which passed with 4,991 "yes" votes against 1,853 "no" votes.

Under Sections 469.174 to 469.1794, tax increment bonds may be issued to cover the costs of public improvements or activities associated with the private development of property. General obligation tax increment bonds may be issued without an election if at least 20% of the revenue to pay debt service on the bonds comes from tax increments. Redevelopment districts may collect tax increment revenues for 25 years after the date of receipt of the first increment. At least 90% of the tax increment must be used to finance the cost of correcting conditions that allow designation of a redevelopment district.

Under Section 475.58, Subdivision 3b., street reconstruction bonds can be used to finance the reconstruction and bituminous overlay of existing city streets. Eligible improvements may include turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads and the local share of state and county road projects. Eligible improvements do not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed, with few exceptions.

Before issuing street reconstruction bonds, the City must hold a public hearing on the street reconstruction project and the proposed bonds, and then must pass a resolution approving the Street Reconstruction Plan and issuance of street reconstruction bonds. The City is holding the required public hearing and approving the Street Reconstruction Plan on June 7, 2021.

If a petition signed by voters equal to at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the clerk within 30 days after the public hearing, then the bonds may not be issued unless approved by the voters at an election. The Calendar of Events provided in Attachment 3 indicates that the Bonds will not be sold until after the 30-day period has expired on July 7, 2021.

Structure

The Tax Increment and Street Reconstruction portions of the Bonds have been structured to result in relatively level annual debt service payments over 15 years. The Sales Tax portion of the Bonds has been structured over 17 years around existing debt supported by sales tax revenue and projected sales tax revenue expected to become available.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Local Food and Beverage Sales Tax Revenues. The City's 0.5% sales tax of gross receipts on all sales of food and beverages by a restaurant or place of refreshment will be pledged for the Sales Tax Portion of the Bonds.
- Tax Increment Financing (TIF) Revenues. The City expects to pay the TIF Portion of the Bonds with tax increment revenues generated from TIF District No. 26. The anticipated amount of tax increment revenue is expected to be sufficient to cover all principal and interest on the TIF Portion of the Bonds.
- Property Taxes. The revenues needed to pay debt service on the Street Reconstruction Portion of the Bonds are expected to come from property tax levies. The initial projections show an annual tax levy, averaging \$142,891 annually, is needed, which includes the statutory requirement of 105% of debt service. The initial tax levy will be made in 2021 for taxes payable in 2022.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed projects and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids to purchase the Bonds on Monday, July 19, 2021 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 3.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Taft Stettinius & Hollister LLP, Minneapolis, Minnesota

Paying Agent: U.S. Bank, National Association, St. Paul, Minnesota

Attachment 1 - Preliminary Debt Service Schedule

Total

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2021	-	-	-	-	-
08/01/2022	-	-	176,925.88	176,925.88	-
02/01/2023	380,000.00	0.450%	92,577.50	472,577.50	649,503.38
08/01/2023	-	-	91,722.50	91,722.50	-
02/01/2024	390,000.00	0.550%	91,722.50	481,722.50	573,445.00
08/01/2024	-	-	90,650.00	90,650.00	-
02/01/2025	390,000.00	0.650%	90,650.00	480,650.00	571,300.00
08/01/2025	-	-	89,382.50	89,382.50	-
02/01/2026	450,000.00	0.750%	89,382.50	539,382.50	628,765.00
08/01/2026	-	-	87,695.00	87,695.00	-
02/01/2027	475,000.00	0.900%	87,695.00	562,695.00	650,390.00
08/01/2027	-	-	85,557.50	85,557.50	-
02/01/2028	610,000.00	1.100%	85,557.50	695,557.50	781,115.00
08/01/2028	-	-	82,202.50	82,202.50	-
02/01/2029	615,000.00	1.250%	82,202.50	697,202.50	779,405.00
08/01/2029	-	-	78,358.75	78,358.75	-
02/01/2030	630,000.00	1.400%	78,358.75	708,358.75	786,717.50
08/01/2030	-	-	73,948.75	73,948.75	-
02/01/2031	660,000.00	1.600%	73,948.75	733,948.75	807,897.50
08/01/2031	-	-	68,668.75	68,668.75	-
02/01/2032	760,000.00	1.700%	68,668.75	828,668.75	897,337.50
08/01/2032	-	-	62,208.75	62,208.75	-
02/01/2033	770,000.00	1.850%	62,208.75	832,208.75	894,417.50
08/01/2033	-	-	55,086.25	55,086.25	-
02/01/2034	815,000.00	1.950%	55,086.25	870,086.25	925,172.50
08/01/2034	-	-	47,140.00	47,140.00	-
02/01/2035	820,000.00	2.000%	47,140.00	867,140.00	914,280.00
08/01/2035	-	-	38,940.00	38,940.00	-
02/01/2036	870,000.00	2.050%	38,940.00	908,940.00	947,880.00
08/01/2036	-	-	30,022.50	30,022.50	-
02/01/2037	950,000.00	2.150%	30,022.50	980,022.50	1,010,045.00
08/01/2037	-	-	19,810.00	19,810.00	-
02/01/2038	860,000.00	2.200%	19,810.00	879,810.00	899,620.00
08/01/2038	-	-	10,350.00	10,350.00	-
02/01/2039	920,000.00	2.250%	10,350.00	930,350.00	940,700.00
Total	\$11,365,000.00	-	\$2,292,990.88	\$13,657,990.88	-

Yield Statistics

Bond Year Dollars	\$122,967.39
Average Life	10.820 Years
Average Coupon	1.8647146%
Net Interest Cost (NIC)	1.9478952%
True Interest Cost (TIC)	1.9436414%
Bond Yield for Arbitrage Purposes	1.8500803%
All Inclusive Cost (AIC)	2.0225135%

IRS Form 8038

Net Interest Cost	1.8647146%
Weighted Average Maturity	10.820 Years

Optional Redemption

02/01/2029	@100.000%
------------	-----------

TIF Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2021	-	-	-	-	-
08/01/2022	-	-	5,754.83	5,754.83	-
02/01/2023	25,000.00	0.450%	3,011.25	28,011.25	33,766.08
08/01/2023	-	-	2,955.00	2,955.00	-
02/01/2024	25,000.00	0.550%	2,955.00	27,955.00	30,910.00
08/01/2024	-	-	2,886.25	2,886.25	-
02/01/2025	25,000.00	0.650%	2,886.25	27,886.25	30,772.50
08/01/2025	-	-	2,805.00	2,805.00	-
02/01/2026	30,000.00	0.750%	2,805.00	32,805.00	35,610.00
08/01/2026	-	-	2,692.50	2,692.50	-
02/01/2027	30,000.00	0.900%	2,692.50	32,692.50	35,385.00
08/01/2027	-	-	2,557.50	2,557.50	-
02/01/2028	30,000.00	1.100%	2,557.50	32,557.50	35,115.00
08/01/2028	-	-	2,392.50	2,392.50	-
02/01/2029	30,000.00	1.250%	2,392.50	32,392.50	34,785.00
08/01/2029	-	-	2,205.00	2,205.00	-
02/01/2030	30,000.00	1.400%	2,205.00	32,205.00	34,410.00
08/01/2030	-	-	1,995.00	1,995.00	-
02/01/2031	30,000.00	1.600%	1,995.00	31,995.00	33,990.00
08/01/2031	-	-	1,755.00	1,755.00	-
02/01/2032	30,000.00	1.700%	1,755.00	31,755.00	33,510.00
08/01/2032	-	-	1,500.00	1,500.00	-
02/01/2033	30,000.00	1.850%	1,500.00	31,500.00	33,000.00
08/01/2033	-	-	1,222.50	1,222.50	-
02/01/2034	30,000.00	1.950%	1,222.50	31,222.50	32,445.00
08/01/2034	-	-	930.00	930.00	-
02/01/2035	30,000.00	2.000%	930.00	30,930.00	31,860.00
08/01/2035	-	-	630.00	630.00	-
02/01/2036	30,000.00	2.050%	630.00	30,630.00	31,260.00
08/01/2036	-	-	322.50	322.50	-
02/01/2037	30,000.00	2.150%	322.50	30,322.50	30,645.00
Total	\$435,000.00	-	\$62,463.58	\$497,463.58	-

Street Reconstruction Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2021	-	-	-	-	-
08/01/2022	-	-	23,752.72	23,752.72	-
02/01/2023	100,000.00	0.450%	12,428.75	112,428.75	136,181.47
08/01/2023	-	-	12,203.75	12,203.75	-
02/01/2024	110,000.00	0.550%	12,203.75	122,203.75	134,407.50
08/01/2024	-	-	11,901.25	11,901.25	-
02/01/2025	110,000.00	0.650%	11,901.25	121,901.25	133,802.50
08/01/2025	-	-	11,543.75	11,543.75	-
02/01/2026	115,000.00	0.750%	11,543.75	126,543.75	138,087.50
08/01/2026	-	-	11,112.50	11,112.50	-
02/01/2027	115,000.00	0.900%	11,112.50	126,112.50	137,225.00
08/01/2027	-	-	10,595.00	10,595.00	-
02/01/2028	115,000.00	1.100%	10,595.00	125,595.00	136,190.00
08/01/2028	-	-	9,962.50	9,962.50	-
02/01/2029	115,000.00	1.250%	9,962.50	124,962.50	134,925.00
08/01/2029	-	-	9,243.75	9,243.75	-
02/01/2030	115,000.00	1.400%	9,243.75	124,243.75	133,487.50
08/01/2030	-	-	8,438.75	8,438.75	-
02/01/2031	120,000.00	1.600%	8,438.75	128,438.75	136,877.50
08/01/2031	-	-	7,478.75	7,478.75	-
02/01/2032	120,000.00	1.700%	7,478.75	127,478.75	134,957.50
08/01/2032	-	-	6,458.75	6,458.75	-
02/01/2033	125,000.00	1.850%	6,458.75	131,458.75	137,917.50
08/01/2033	-	-	5,302.50	5,302.50	-
02/01/2034	125,000.00	1.950%	5,302.50	130,302.50	135,605.00
08/01/2034	-	-	4,083.75	4,083.75	-
02/01/2035	130,000.00	2.000%	4,083.75	134,083.75	138,167.50
08/01/2035	-	-	2,783.75	2,783.75	-
02/01/2036	130,000.00	2.050%	2,783.75	132,783.75	135,567.50
08/01/2036	-	-	1,451.25	1,451.25	-
02/01/2037	135,000.00	2.150%	1,451.25	136,451.25	137,902.50
Total	\$1,780,000.00	-	\$261,301.47	\$2,041,301.47	-

Sales Tax Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2021	-	-	-	-	-
08/01/2022	-	-	147,418.33	147,418.33	-
02/01/2023	255,000.00	0.450%	77,137.50	332,137.50	479,555.83
08/01/2023	-	-	76,563.75	76,563.75	-
02/01/2024	255,000.00	0.550%	76,563.75	331,563.75	408,127.50
08/01/2024	-	-	75,862.50	75,862.50	-
02/01/2025	255,000.00	0.650%	75,862.50	330,862.50	406,725.00
08/01/2025	-	-	75,033.75	75,033.75	-
02/01/2026	305,000.00	0.750%	75,033.75	380,033.75	455,067.50
08/01/2026	-	-	73,890.00	73,890.00	-
02/01/2027	330,000.00	0.900%	73,890.00	403,890.00	477,780.00
08/01/2027	-	-	72,405.00	72,405.00	-
02/01/2028	465,000.00	1.100%	72,405.00	537,405.00	609,810.00
08/01/2028	-	-	69,847.50	69,847.50	-
02/01/2029	470,000.00	1.250%	69,847.50	539,847.50	609,695.00
08/01/2029	-	-	66,910.00	66,910.00	-
02/01/2030	485,000.00	1.400%	66,910.00	551,910.00	618,820.00
08/01/2030	-	-	63,515.00	63,515.00	-
02/01/2031	510,000.00	1.600%	63,515.00	573,515.00	637,030.00
08/01/2031	-	-	59,435.00	59,435.00	-
02/01/2032	610,000.00	1.700%	59,435.00	669,435.00	728,870.00
08/01/2032	-	-	54,250.00	54,250.00	-
02/01/2033	615,000.00	1.850%	54,250.00	669,250.00	723,500.00
08/01/2033	-	-	48,561.25	48,561.25	-
02/01/2034	660,000.00	1.950%	48,561.25	708,561.25	757,122.50
08/01/2034	-	-	42,126.25	42,126.25	-
02/01/2035	660,000.00	2.000%	42,126.25	702,126.25	744,252.50
08/01/2035	-	-	35,526.25	35,526.25	-
02/01/2036	710,000.00	2.050%	35,526.25	745,526.25	781,052.50
08/01/2036	-	-	28,248.75	28,248.75	-
02/01/2037	785,000.00	2.150%	28,248.75	813,248.75	841,497.50
08/01/2037	-	-	19,810.00	19,810.00	-
02/01/2038	860,000.00	2.200%	19,810.00	879,810.00	899,620.00
08/01/2038	-	-	10,350.00	10,350.00	-
02/01/2039	920,000.00	2.250%	10,350.00	930,350.00	940,700.00
Total	\$9,150,000.00	-	\$1,969,225.83	\$11,119,225.83	-

Attachment 2 – Related Considerations

Bank Qualification

With this issue, the City will be issuing more than \$10,000,000 in tax-exempt debt in the current calendar year. Therefore the Bonds will be designated as “not bank qualified” obligations pursuant to Federal Tax Law.

Arbitrage Compliance

The Bonds are expected to qualify for the “24-month spending” exemption related to arbitrage rebate.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter’s purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the “Undertaking”) is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake “full” continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain “material events.” Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of “financial obligations” (such as PFA loans, leases, or bank placements) must be reported within ten business days of occurrence. The report contains annual financial information and operating data that “mirrors” material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder’s view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost (“TIC”) calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.

-
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
 - The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff on the sale day to determine use of premium (if any).

Rating

A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "AA" by S&P. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 3 – Calendar of Events

May 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Date	Action	Responsible Party
April 12	City confirms project costs to be financed with proceeds from 2021A Bonds City confirms street projects and project costs to be included in the Five Year (2021-2025) Street Reconstruction Plan	City, City Engineer
May 10	Resolutions calling for public hearing and notices sent to City Draft Street Reconstruction Plan sent to City	Bond Counsel, Northland
May 10	City Council workshop to review debt study and plans for 2021 debt issuance - 12:00 p.m.	City Council, City, Northland
May 17	City Council calls for public hearings for TEFRA, and Street Reconstruction	City Council Action
May 27	Deadline to Publish Notice of Street Reconstruction Hearings	City
May 28	Finance Plan and Set Sale Resolution Sent to City	Northland, Bond Counsel

Date	Action	Responsible Party
June 7	Presentation of Finance Plan by Northland TEFRA, and Street Reconstruction Hearings Held City Council approves TEFRA resolution City Council approves Street Reconstruction Plan Resolution City Council approves Set Sale Resolution	City Council Action, Northland, Bond Counsel
June 8	Preliminary Official Statement Sent to City for Sign Off and to Rating Agency	Northland, City
Week of June 21	Rating Call	Northland, City, Rating Agency
July 7	Reverse Referendum Period on Street Reconstruction Portion Expires	City
July 12	Rating Received	Northland, City, Rating Agency
July 13	Authorizing Resolution sent to City	Northland, Bond Counsel
July 19	Bond Sale - 10:30 a.m. Authorizing Resolution Adopted - 7:00 p.m.	City Council Action, Northland, Bond Counsel
August 17	Closing on the Bonds (Proceeds Available)	Northland, City, Bond Counsel

Attachment 4 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

Tax Increment: A variety of factors will influence actual revenues received from tax increments. These factors include payment of property taxes, captured value of the TIF district, tax rates, and Legislative changes in the property tax system. Projected tax increment revenues should be reviewed annually and adjusted as needed.

Sales Tax Revenues: The City pledges local food and beverage sales tax revenues to the payment of the Sales Tax Portion of the Bonds, as well as several existing bond issues. The failure to collect sufficient sales tax revenues, economic decline, and/or the loss of significant customers will affect available net revenues. If the sales tax revenues are insufficient, the City is required to levy property taxes or use other revenues to cover the deficiency.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.