

# The Free Press MEDIA

## THE LAND

P.O. Box 3287, Mankato, MN 56002

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## Affidavit of Publication

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

Steve Jameson, being duly sworn, on oath states as follows:

1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

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

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

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 05/25/21, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

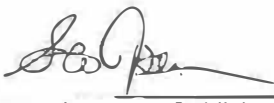
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4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 134.01.


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

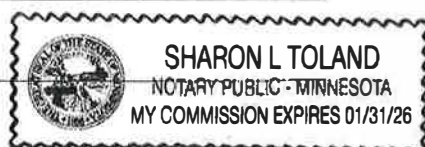
FURTHER YOUR AFFIANT SAITH NOT.

By:

  
Steve Jameson, Publisher

Sworn to and subscribed before me, this day  
05/25/2021

  
Notary Public



### Public Notice

May 25, 2021

CITY OF NORTH MANKATO,  
MINNESOTA

NOTICE OF PUBLIC HEARING  
ON THE PROPOSAL TO ADOPT  
A STREET RECONSTRUCTION  
PLAN AND THE INTENT TO  
ISSUE GENERAL OBLIGATION  
STREET RECONSTRUCTION  
BONDS AND THE INTENT TO  
ISSUE GENERAL OBLIGATION  
SALES TAX BONDS FOR IM-  
PROVEMENTS TO THE CAS-  
WELL PARK SPORTS COMPLEX

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will meet on June 7, 2021, at 7:00 p.m. at the North Mankato City Hall, 1001 Belgrade Avenue, in North Mankato, Minnesota, for the purpose of conducting a public hearing on (a) the proposal to adopt a five year street reconstruction plan for calendar years 2021 through 2025; and its intent to issue not to exceed \$8,768,000 general obligation street reconstruction bonds (the "Street Bonds") under its street reconstruction plan to finance street reconstruction improvements described in the street reconstruction plan; and (b) on the proposal that the City issue General Obligation Sales Tax Bonds (the "Sales Tax Bonds") in an amount not to exceed \$9,150,000 to finance improvements to the Caswell Park Sports Complex (the "Project"), located at 1875 Howard Drive West in the City, which is owned and managed by the City. The City proposes to issue General Obligation Bonds, Series 2021A (the "Bonds") of which the Street Bonds and the Sales Tax Bonds constitute a portion of the Bonds. The public hearing is being held pursuant to Section 147(f) of the Internal Revenue Code (the "Code") because the Bonds will be issued as "qualified 501(c)(3) bonds" under the Code.

The Project will be used by the general public, including the following specific users, but not limited to: (i) Mankato Basketball Association, Inc.; (ii) Bethany Lutheran College, Inc.; and (iii) Mankato United Soccer Club.

All persons may appear at the June 7, 2021, public hearing and present their views to the Council orally or in writing.

If a petition requesting a vote on the issuance of the Street Bonds is signed by voters equal to five percent of the votes cast in the last municipal general election and is filed with the City Clerk within 30 days of June 7, 2021, the City may issue the Street Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Street Bonds.

Due to the COVID-19 outbreak, the hearing location will be closed to the public. However, the City has modified the hearing process to ensure that the public can monitor the hearing and submit public comment.

The public hearing will be broadcast live on Charter Channel 180

AD# 501767

or Consolidated Communications Channel 8.

Public comment may be submitted to the city council via the following methods:

1) Written comments/questions may be submitted in writing prior to the public hearing by any of the following methods.

a) By email. Submit your comments/questions to [aprilv@northmankato.com](mailto:aprilv@northmankato.com) no later than 5:00 pm on Monday, June 7, 2021.

b) By mail. Submit your comments/questions by mailing to 1001 Belgrade Avenue, North Mankato, MN 56003. Questions/Comments must be received no later than 5:00 pm on Monday, June 7, 2021.

c) By physical delivery. Deliver your comments/questions by delivering them to the DropBox at City Hall at 1001 Belgrade Avenue, North Mankato, MN, no later than 3:00 pm on Monday, June 7, 2021.

2) Live comment during the public hearing via telephone. Residents desiring to make public comments by telephone during the public hearing must request before 5 pm on June 7, 2021, to be placed on the public hearing agenda. You may do so by calling City Hall (507) 625-4141, emailing [aprilv@northmankato.com](mailto:aprilv@northmankato.com), or calling 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

DRAFT as of June 4, 2021

**PROPOSED**

**CITY OF NORTH MANKATO, MN  
2021 to 2025 STREET RECONSTRUCTION PLAN**

**Public Hearing Date: Scheduled for June 7, 2021**

**Adopted Date: \_\_\_\_\_**

**Resolution No. \_\_\_\_\_**

**City of North Mankato, MN**  
**2021-2025 Street Reconstruction Plan**

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## **I. Introduction**

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction program. The authorization is contained in Minnesota Statutes, Section 475.58, subdivision 3b (the "Act").

Pursuant to the Act, the City of North Mankato, Minnesota (the "City") has prepared this 2021-2025 Street Reconstruction Plan ("the Plan") to serve as an important element of responsible fiscal management. The Plan is designed to anticipate street reconstruction and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method. This Plan allows for the matching of expenditures with anticipated income. The City has and will continue to consider the benefits, costs, alternatives, and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Sound financial planning is essential for the wise use of limited financial resources.

## **II. Purpose**

The Plan provides for a street reconstruction program that represents a major expenditure of city funds for the reconstruction or bituminous overlay of public streets. As defined in the Act, street reconstruction and bituminous overlay projects may include utility replacement and relocation and other incidental costs, 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. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and local share of state and county road projects, street reconstruction and overlays do not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

As provided by the Act, the Plan covers a five-year period and sets forth the streets to be reconstructed and the estimated costs over the next five years.

Pursuant to the Act, General Obligation Street Reconstruction Bonds (the "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. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction does not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed. The Bonds are subject to the debt limit.

The Act sets forth specific requirements for the issuance of the Bonds, which are as follows:



- The projects financed under this authority must be described in a street reconstruction plan, as described above.
- The city must publish notice of and hold a public hearing on the proposed plan and the related issuance of bonds. The notice must be published at least ten days but not more than 28 days prior to the hearing date.
- The plan and the issuance of bonds must be approved by a vote of two-thirds of the members of the governing body present at the meeting following the public hearing.
- The issuance of bonds is subject to a reverse referendum. An election is required if voters equal to 5% of the votes cast in the last municipal general election file a petition with the city clerk within 30 days of the public hearing. If the city decides not to undertake an election, it may not propose the issuance of street reconstruction bonds for the same purpose and in the same amount for a period of 365 days from the date of receipt of the petition. If the question of issuing the bonds is submitted and not approved by the voters, the provisions of Section 475.58, subdivision 1a of the Act, shall apply (no resubmission for same purpose/amount for 180 days).

### III. Street Reconstruction Bonds

At the time of the approval of this Street Reconstruction Plan, the City has no outstanding bonds issued under the Act.

#### Net Debt Limits

Minnesota Statutes Section 475.53, subdivision 1 provides that no municipality, except a school district or a city of the first class, shall incur or be subject to a net debt in excess of 3% of the market value of taxable property in the municipality. The Bonds issued under the authority granted by this Plan and the Act are subject to the net debt limit restriction described above. The City has the following net debt capacity as shown below.

#### Computation of Legal Debt Margin as of June 7, 2021:

2019/2020 Estimated Market Value <sup>1</sup>	\$ 1,262,988,400
Multiplied by 3%	<u>x .03</u>
Statutory Debt Limit	<u>\$ 37,889,652</u>
Less outstanding debt applicable to debt limit:	
\$1,365,000 G.O. Crossover Refunding Bonds, Series 2012A	\$ 395,000
\$465,000 G.O. Bonds, Series 2016A	270,000
\$265,000 G.O. Bonds, Series 2019A	<u>240,000</u>
Total Debt applicable to debt limit:	\$ 905,000
Legal debt margin	<u>\$ 36,984,652</u>

*1/ The Pay 2019/2020 Estimated Market Value is the most current as of February 26, The Pay 2020/2021 Estimated Market Value is estimated to be certified and available in March 2021.*

The City is proposing to issue up to a maximum of \$8,768,000 in Bonds between years 2021 and 2025 to finance the proposed street reconstruction projects, as detailed in Exhibit A and the attached Map in Exhibit B. The proposed Bonds is within the current City's Legal Debt Margin.

#### **IV. Street Reconstruction and Project Costs**

The street reconstruction and project costs for the Plan is detailed in Exhibit A and the location of the street reconstruction is shown on the Map in Exhibit B. The Plan includes all street reconstruction to be undertaken by the City between years 2021 and 2025 that may be financed through the issuance of the Bonds.

The City reserves the right to adjust the amount of annual project spending between years, and by project, provided the Total Project Costs as provided in Exhibit A is not increased, and the issuance of the Bonds does not exceed \$8,768,000 during the five-year period.

#### **V. Plan Continuation**

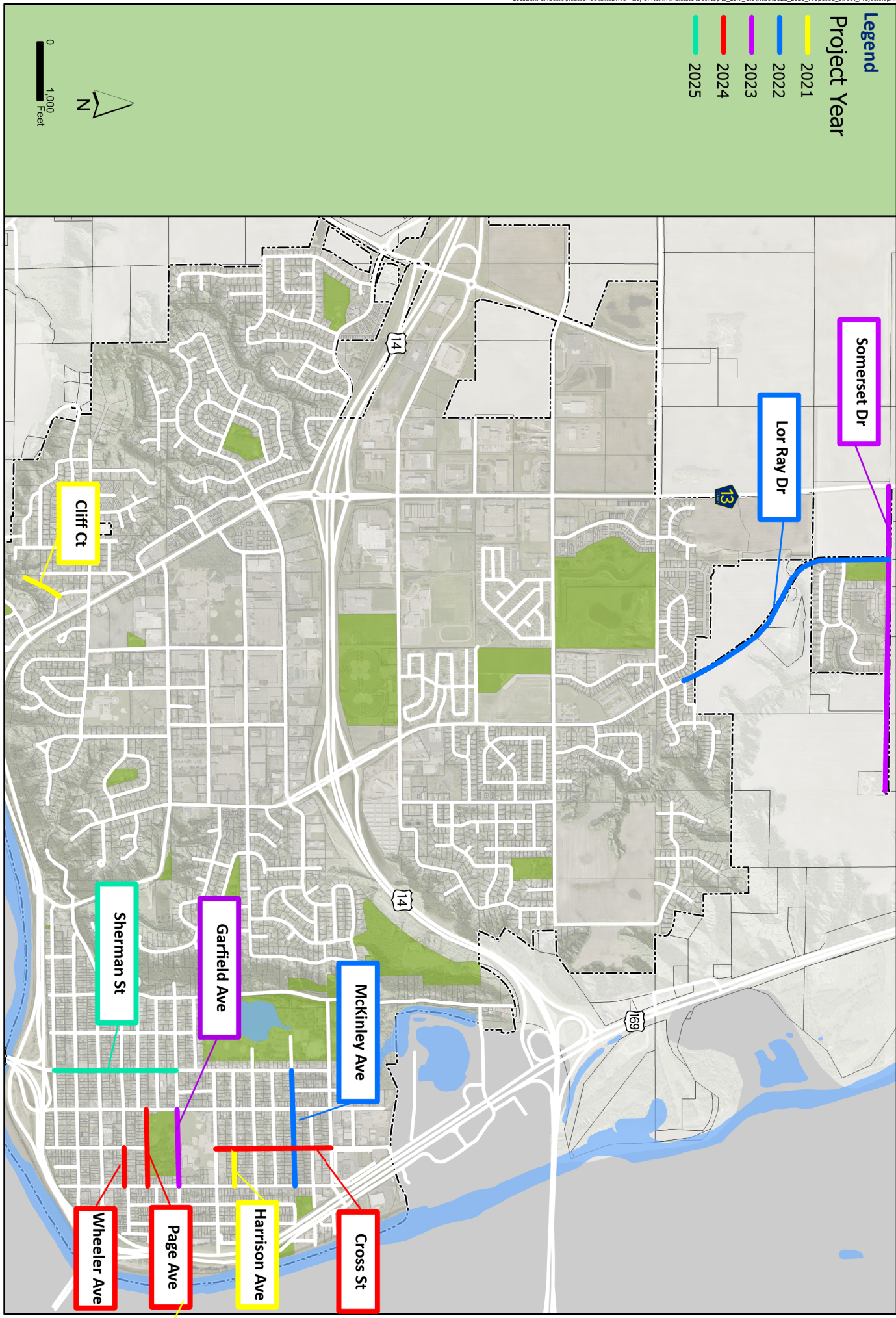
This Plan will be reviewed annually. If deemed appropriate, the City will prepare an update to this Plan for approval by the City Council pursuant to the requirements of the Act.

EXHIBIT A  
City of North Mankato, MN  
Street Reconstruction Cost Estimates and  
Bonds Authorized in 2021-2025 Street Reconstruction Plan

PROJECTS	PROJECT COSTS
<b>Year 2021</b>	
Harrison Avenue from Cross Street to Range Street	\$795,000
Cliff Court from Cliff Drive to Dead End Cul-de-Sac	\$955,000
TOTAL	\$1,750,000
<b>Year 2022</b>	
McKinley Avenue from Sherman Street to Range Street	\$867,000
Lor Ray Avenue (white oak - somerset)	\$2,500,000
TOTAL	\$3,367,000
<b>Year 2023</b>	
Garfield Avenue from Center Street to Range Street	\$779,000
Somerset Lane	\$2,700,000
TOTAL	\$3,479,000
<b>Year 2024</b>	
Cross Street from Monroe Avenue to Webster Avenue	TBD
Page Avenue from Center Street to Range Street	TBD
Wheeler Avenue from Cross Street to Range Street	TBD
TOTAL	\$0
<b>Year 2025</b>	
Sherman Street from South Avenue to Garfield Avenue	TBD
TOTAL	\$0
Total Project Costs	\$8,596,000
Maximum Bonds Authorized (between 2021-2025) <sup>1</sup>	\$8,768,000

Note:

1/ Includes estimated cost of financing for issuance the Bonds.



Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on May 17, 2021. City Administrator Harrenstein on March 31, 2020, under MN Statute Section 13D.021, declared the use of electronic meetings due to the COVID-19 pandemic. Mayor Dehen called the meeting to order at 7:00 p.m., asking that everyone join in the Pledge of Allegiance. The following were present remotely through Zoom for roll call: Council Members Whitlock, Oachs, and Steiner, City Attorney Kennedy, Finance Director McCann, and Public Works Director Host, present in the Council Chambers for roll call: Mayor Dehen, Council Member Norland, City Administrator Harrenstein, and City Clerk Van Genderen. Citizen participation was available through teleconference.

**Approval of Agenda**

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

**Approval of Council Minutes from May 3, 2021, Council Meeting.**

**Council Member Whitlock moved, seconded by Council Member Oachs, to approve the minutes of the Council meeting of May 3, 2021. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Public Hearing, 7 p.m. Consider Vacation of Utility Easement.**

Community Development Director Fischer reported the vacation of utility easements would be in conjunction with the replat of the Trail's West Estate, which will occur later in the meeting. The utility easements will be vacated, and new utility easements will be added during the replat. Local utility companies were contacted, and no concerns were expressed.

No one appeared, and Mayor Dehen closed the Public Hearing.

**Consent Agenda**

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

- A. Bills and Appropriations.
- B. Res. No. 38-21 Accepting Donations/Contributions/Grants.
- C. Approved North Mankato Public Art Agreement with Spinners Bar and Grill located at 301 Belgrade Avenue.
- D. Approved Audio Permit for July 10, 2021, from 5:00 p.m. to 10:00 p.m. at 301 Belgrade Avenue.
- E. Approved Audio Permit for September 18, 2021, from 5:00 p.m. to 10:00 p.m. at 18 Howard Court.
- F. Approved Taxi Permit for May 18, 2021, through December 31, 2021, for Pluto's Taxi, Inc.
- G. Approved Bookin' on Belgrade Parade Permit for May 22, 2021.
- H. Res. No. 39-21 Waiving Waiting Period for Exemption from Lawful Gambling License for Feeding Our Communities Partners.
- I. Res. No. 40-21 Calling a Public Hearing on the Proposal to Adopt a Street Reconstruction Plan and the Intent to Issue General Obligation Street Reconstruction Bonds and the Intent to Issue General Obligation Sales Tax Bonds.

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

**Public Comments Concerning Business Items on the Agenda**

Barb Church, 102 Wheeler Avenue, spoke before Council and stated the purpose of the Caswell indoor sports has taken many forms and is now basketball and tennis courts. She questioned spending \$500,000 on the designs for a project that the State has not funded.

**Business Items**

**Res. No. 41-21 Vacating Utility Easement.**

**Council Member Norland moved, seconded by Council Member Whitlock, to Adopt Res. No. 41-21 Vacating Utility Easement. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Res. No. 42-21 Authorizing the Award of a Professional Services Contract with ISG for the Caswell Park Fieldhouse Design.**

City Administrator Harrenstein reported this was the third piece the City is pursuing with State appropriation and Sales Tax funds. The first is the artificial turf at Caswell North. The second is the 2.3-million-dollar upgrades at Caswell. The final is the construction documents for the fieldhouse that is necessary to obtain funding from the State legislation. Completion of the construction plan document is needed for continued bonding requests at the State legislature.

Public Works Director Host reported the City sent out a request for proposals for professional services to seven firms, and five firms responded. A team from the City, R.W. Carlstrom (the general contractor for the development process), Scott Hogan from the School District, and Norm Gill from Pinnacle Indoor Sports, brought in four firms for interviews. After a thorough review, the team recommends ISG for the contract. A draft agreement has been developed. Public Works Director Host reviewed the proposed contract with an estimated construction cost of \$16,057,609. ISG would receive 3.5% of that value but not to exceed. Once the total construction amount is known, the contract will go to a lump sum.

Council Member Norland requested clarification on the school representation. Public Works Director Host noted Mr. Hogan has overseen several construction projects and has worked with some of the applicants. He has a good eye for the process. City Administrator Harrenstein commented the City does not have a letter of intent with the school. Still, there has been communication that the school district will have an opportunity to utilize the space. Council Member Norland noted the continued interest in pickleball.

Council Member Oachs requested clarification on the max amount possible for the contract. Public Works Director Host reported the contract is for 3.5% of the project cost or approximately \$570,000, assuming the price remains at about 16 million dollars. He noted it is up to the team to control the cost.

Council Member Oachs requested clarification on where the City funds would be coming from.

Finance Director McCann reported that the funding would be part of the issuance of sales tax bonds issued in late summer.

Council Member Oachs asked if public open houses would take the public to comment on the design and concept.

The City Administrator stated discussion of the facility has been ongoing, and the team will continue to share information as elements are refined and can provide regular updates that the public



may provide comments on if the Council desires updates. He noted the current design is for four multi-court sports and six tennis courts, and the building will be a metal insulated building that will be attractive but not ornate, and even with those limits, it will be a struggle to get it into budget. The project is rooted in North Mankato's desire to expand active months at Caswell Park and house space for the community which is a conversation that dates to at least 2008. City Administrator Harrenstein commented that quality of life amenities are essential for the region, as extended by the voters in 2016 and confirmed in regional deliberations with the Mankato Sports Commission.

Council Member Whitlock commented the City has been working toward this project for many years. It is important to look at Caswell as a regional center that needs to mature and move into the next gear by building the fieldhouse and going year-round.

Council Member Steiner stated he concurred with the need to build the fieldhouse.

Mayor Dehen commented the State authorized the bonding dollars to create the plans for the fieldhouse so the City will have a shovel-ready project for consideration.

**Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res No. 42-21 Authorizing the Award of a Professional Services Contract with ISG for the Caswell Park Fieldhouse Design. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Z-2-21, A Request to Zone Part of Section 2 as R-1, One-Family Development. Consider Ordinance No. 143 Zoning Part of Section 2 as R-1, One-Family Development.**

Community Development Director Fischer reported the applicant recently annexed 5 acres of land into the City limits for future residential development. Because the property was recently annexed, it is necessary to provide a zoning classification based on the intended future use. To accommodate future single-family residential development, the applicant is requesting an R-1, One-Family Dwelling zoning classification. The Future Land Use Map within the Comprehensive Plan guides Low-Density Residential, consistent with an R-1 zoning classification.

**Council Member Steiner moved, seconded by Council Member Oachs, to adopt Ordinance No. 143 Zoning Part of Section 2 as R-1, One-Family Development. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Approve Preliminary and Final Plat of Trail's West Estates No. 2.**

Community Development Director Fischer reported in 2009, the City acquired a 0.42-acre piece of property shown on Exhibit A for the location of a sewer lift station to serve area residential development. However, the property was never formally platted. In 2020 the Trail's West Estates was platted adjacent to the lift station property owned by the City. As a result, the shape of Lot 1, Block 2 is unique due to the presence of the lift station property. The owner of Lot 1 Block 2 requested that the City sell a portion of the lift station property to make his property more uniform-sized. City staff reviewed the request and found that the east 32 feet of the property could be sold as no equipment associated with the lift station in that area. The applicant is now requesting to replat the property. The Planning Commission reviewed the preliminary and final plat and recommended approval.

**Council Member Steiner moved, seconded by Council Member Norland, to Approve Preliminary and Final Plat of Trail's West Estates No. 2. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Approve Preliminary and Final Plat of the Waters North No. 2.**

The applicant platted The Waters North subdivision in 2020. The plat contained lots for single-family residential development and several outlots for future growth and stormwater ponding. The applicant proposes to replat Outlot D, including an adjacent five-acre parcel as The Waters North No. 2. This plat contains thirteen lots for future single-family residential development, including the extension of South Point Court.

The applicant has also proposed altering the location of the required utility easements whereby the size of utility easements may be adjusted upon approval of the Planning Commission and City Council during consideration of a final plat. The applicant proposes to increase the minimum front yard easement from 10 feet in width to 15 feet to eliminate most side yard easements. The applicant believes this provides flexibility in modifying lot lines without vacating side yard utility easements.

The applicant is also provided the opportunity to either dedicate all ravine property to the City or enter into a Conservation Easement. Like the Waters North, the applicant proposes the ravine property be included in a Conservation Easement.

As the property is zoned R-1, One-Family Dwelling, all proposed lots must conform to that zoning district's minimum lot size requirements. All lots within The Waters North No. 2 exceed the minimum lot size requirements.

The Planning Commission has recommended approval of the Preliminary and Final Plat of the Waters North No. 2.

**Council Member Whitlock moved, seconded by Council Member Norland, to Approve the Preliminary and Final Plat of the Water's North No. 2. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Res. No. 43-21 Approving MN/DOT Contract No. 1046429 Cooperative Landscaping Agreement and Authorize the City Administrator to Execute the Agreement.**

Community Development Director Fischer reported the City was fortunate enough to receive funding to fund a vegetative buffer between Hwy 14 and Pleasant View Drive. The agreement tonight is phase 2, the final phase. The City will purchase the landscape materials, and the State will reimburse the City. The City is responsible for the maintenance of the landscaping.

**Council Member Whitlock moved, seconded by Council Member Norland, to Adopt Res. No. 43-21 Approving MN/DOT Contract No. 1046429 Cooperative Landscaping Agreement and Authorize the City Administrator to Execute the Agreement. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**

**Approve Solar Garden Subscription with Nokomis Energy, LLC.**

Finance Director McCann reported this agreement is the third and final solar garden subscription as the City will no longer have eligible utility credits. Currently, the City has agreements with Novel Energy and U.S. Solar, and between those two, the City currently saves approximately \$635.00 per month from Excel. The projected savings from Nokomis is \$340.00 a month in savings in subscriptions. The City also received a \$10,000 bonus for signing on.

**Council Member Norland moved, seconded by Council Member Steiner, to Approve the Solar Garden Subscription with Nokomis Energy, LLC. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.**



**Open Forum**

None.

**City Administrator and Staff Comments**

City Clerk Van Genderen invited residents to the Farmers' Market, which will begin on June 7<sup>th</sup> and is open from 3:00 p.m. to 6:00 p.m.

**Mayor and Council Comments**

Council Member Steiner reported many of North Mankato's staple events would be back in 2021, including Fun Days, Blues on Belgrade, and Bookin' on Belgrade, which will be held on May 22, 2021.

Council Member Oachs noted this weekend the City ArtWalk Sculptures are going up, and the City is excited to host the girls' State Softball Tournament in June.

Council Member Oachs requested clarification on when the City would be returning to in-person meetings. City Administrator Harrenstein noted a discussion held at the Intergovernmental Meeting with Mankato, and their Council is prepared to reopen meetings at their first meeting in July. North Mankato could consider the same timeframe. Mayor Dehen requested further discussion to make sure everyone was comfortable with the decision.

Council Member Whitlock stated he is also excited to get back to a more typical summer.

Council Member Norland stated she was excited to hear about Fun Days coming back.

Mayor Dehen thanked Civic and Commerce for reconsidering and bringing Fun Days back.

Mayor Dehen commented that the bottom half of the trail from Lake Street to Mary Circle was paved and wondered if the remaining portion would be paved. Public Works Director Host noted staff would see how the summer proceeded.

At 7:53 p.m., on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned.

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Mayor

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City Clerk



City of North Mankato, MN

# Claims List - Regular

By Vendor Name

Date Range: 6-7-21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00005	A TO Z RENTAL CENTER	05/27/2021	Regular	0	120.00	94284
00009	A-1 KEY CITY LOCKSMITHS, INC	05/27/2021	Regular	0	94.80	94285
00049	ALPHA VIDEO & AUDIO, INC.	05/14/2021	Regular	0	4,530.00	94271
00113	BAKER & TAYLOR	05/27/2021	Regular	0	8.85	94286
02169	BLUE LINE SHARPENING & SALES	05/27/2021	Regular	0	66.00	94287
02757	CINTAS	05/27/2021	Regular	0	133.58	94288
00354	DIVERSIFIED METAL FABRICATORS	05/27/2021	Regular	0	2,211.53	94289
00364	DRUMMER'S GARDEN CENTER & FLORAL	05/27/2021	Regular	0	201.92	94290
02380	EVERGREEN COMPANIES	05/27/2021	Regular	0	1,500.00	94291
00401	EXPRESS SERVICES, INC.	05/27/2021	Regular	0	829.26	94292
00412	FINDAWAY WORLD LLC	05/27/2021	Regular	0	123.73	94293
00432	FLEETPRIDE	05/27/2021	Regular	0	635.00	94294
00508	GREEN TECH RECYCLING, LLC	05/27/2021	Regular	0	14,861.75	94295
00577	HOLTMEIER CONSTRUCTION	06/07/2021	Regular	0	274,082.50	00000
00639	KIBBLE EQUIPMENT LLC	05/27/2021	Regular	0	337.59	94296
00805	MAGFA	05/18/2021	Regular	0	639.96	94273
00832	MANKATO TENT & AWNING CO.	05/27/2021	Regular	0	280.95	94298
00847	MATHESON TRI-GAS, INC.	05/27/2021	Regular	0	48.77	94299
00920	MINNESOTA DEPARTMENT OF HEALTH	05/27/2021	Regular	0	12,932.00	94300
00951	MINNESOTA TRUCK & TRACTOR, INC.	05/27/2021	Regular	0	476.08	94301
02802	MINUTEMAN PRESS	05/27/2021	Regular	0	253.97	94302
00988	MOTOROLA SOLUTIONS, INC.	05/27/2021	Regular	0	4,377.25	94303
03550	MOUNT OLIVE LUTHERAN SCHOOL	05/25/2021	Regular	0	115.69	94282
01039	NICOLLET COUNTY FINANCE	05/18/2021	Regular	0	1.65	94274
02060	NORTHERN COMFORT	05/27/2021	Regular	0	802.02	94304
03194	OPENWOOD STUDIOS INC.	05/27/2021	Regular	0	11,335.00	94305
01106	PETTY CASH	05/25/2021	Regular	0	1,000.00	94283
03169	PLEVA MECHANICAL INC.	05/27/2021	Regular	0	680.00	94306
01124	PONDEROSA LANDFILL OF BLUE EARTH CO, INC	05/27/2021	Regular	0	198.55	94307
01133	POWERPLAN/RDO EQUIPMENT	05/27/2021	Regular	0	315.03	94308
01170	RAMY TURF PRODUCTS	05/27/2021	Regular	0	925.00	94309
03548	RANDALL'S TREE SERVICE, INC	05/27/2021	Regular	0	4,280.00	94310
03518	RIDDELL	05/27/2021	Regular	0	3,156.35	94311
02151	SAFE ASSURE CONSULTANTS INC	05/27/2021	Regular	0	460.00	94312
02819	SETTER & ASSOCIATES LLC	05/14/2021	Regular	0	2,200.00	94272
01278	SHERWIN-WILLIAMS CO.	05/27/2021	Regular	0	473.05	94313
01349	STONE & STEEL DESIGN, LLC	05/27/2021	Regular	0	44.44	94314
03551	TRUEBENBACH, AUBREY	05/27/2021	Regular	0	112.50	94315
01433	TYLER TECHNOLOGIES	05/27/2021	Regular	0	1,000.00	94316
01504	WATCH GUARD VIDEO	05/27/2021	Regular	0	5,245.00	94317
01523	WENZEL AUTO ELECTRIC CO	05/27/2021	Regular	0	119.00	94318
03041	WILD THINGS ZOO ATTRACTIONS LLC	05/27/2021	Regular	0	1,000.00	94319
02033	AMAZON.COM	05/25/2021	Bank Draft	0	21.56	DFT0005530
00101	AT&T MOBILITY	05/18/2021	Bank Draft	0	50.15	DFT0005510
00241	CHARTER COMMUNICATIONS	05/18/2021	Bank Draft	0	262.86	DFT0005511
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	70.97	DFT0005537
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	50.40	DFT0005538
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	1,544.64	DFT0005539
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	42.94	DFT0005540
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	44.40	DFT0005541
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	200.94	DFT0005542
02058	CONSOLIDATED COMMUNICATIONS	05/27/2021	Bank Draft	0	209.70	DFT0005543
03248	FREDRIKSON & BYRON, P.A.	05/25/2021	Bank Draft	0	1,923.00	DFT0005534
00447	FREE PRESS	05/18/2021	Bank Draft	0	53.60	DFT0005506
00447	FREE PRESS	05/25/2021	Bank Draft	0	98.38	DFT0005531
00506	GREATER MANKATO GROWTH, INC.	05/25/2021	Bank Draft	0	640.00	DFT0005535
00733	LAKES GAS CO #10	05/18/2021	Bank Draft	0	158.00	DFT0005508

00775	LJP WASTE & RECYCLE, LLC	05/18/2021	Bank Draft	0	671.80	DFT0005509
03320	MINNESOTA ASA	05/18/2021	Bank Draft	0	2,450.00	DFT0005505
00910	MINNESOTA VALLEY TESTING LAB, INC.	05/13/2021	Bank Draft	0	61.75	DFT0005504
01322	SPRINT	05/25/2021	Bank Draft	0	35.31	DFT0005533
01335	STAPLES ADVANTAGE	05/18/2021	Bank Draft	0	200.72	DFT0005527
01335	STAPLES ADVANTAGE	05/21/2021	Bank Draft	0	176.22	DFT0005528
01335	STAPLES ADVANTAGE	05/24/2021	Bank Draft	0	150.52	DFT0005529
02591	UNITED TEAM ELITE	05/18/2021	Bank Draft	0	943.91	DFT0005507
02591	UNITED TEAM ELITE	05/25/2021	Bank Draft	0	330.00	DFT0005536
00551	A.H. HERMEL COMPANY	05/28/2021	EFT	0	6,293.99	3916
00028	AFFORDABLE TOWING OF MANKATO, INC.	05/28/2021	EFT	0	100.00	3917
00105	AUTO VALUE MANKATO	05/28/2021	EFT	0	496.45	3918
00176	BORDER STATES ELECTRIC SUPPLY	05/28/2021	EFT	0	488.28	3919
00216	C & S SUPPLY CO, INC.	05/28/2021	EFT	0	674.36	3920
00310	CRYSTEEL TRUCK EQUIPMENT, INC	05/28/2021	EFT	0	378.80	3921
00343	DH ATHLETICS LLC	05/28/2021	EFT	0	1,855.00	3922
00463	G & L AUTO SUPPLY, LLC	05/28/2021	EFT	0	119.00	3923
01098	GILLETTE GROUP/PEPSI-COLA	05/28/2021	EFT	0	4,444.59	3924
00482	GMS INDUSTRIAL SUPPLIES, INC.	05/28/2021	EFT	0	253.25	3925
00503	GREAT AMERICAN BUSINESS PRODUCTS	05/28/2021	EFT	0	817.60	3926
00538	HAWKINS, INC.	05/28/2021	EFT	0	7,818.52	3927
00632	JAVENS MECHANICAL CONTRACTING CO.	05/28/2021	EFT	0	1,017.88	3928
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	05/28/2021	EFT	0	18.29	3929
00776	LLOYD LUMBER CO.	05/28/2021	EFT	0	1,034.80	3930
00793	M & M SIGNS, INC.	05/28/2021	EFT	0	1,832.50	3931
00796	MACQUEEN EQUIPMENT, INC.	05/28/2021	EFT	0	47.98	3932
00819	MANKATO FORD, INC.	05/28/2021	EFT	0	113.96	3933
00869	MECHANICAL RESOURCES, INC.	05/28/2021	EFT	0	285.00	3934
00874	MENARDS-MANKATO	05/28/2021	EFT	0	488.62	3935
00902	MINNESOTA IRON & METAL CO	05/28/2021	EFT	0	67.75	3936
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	05/28/2021	EFT	0	46.00	3937
01052	NORTH CENTRAL INTERNATIONAL	05/28/2021	EFT	0	3,858.44	3938
03020	NUTRIEN AG SOLUTIONS, INC.	05/28/2021	EFT	0	1,659.13	3939
02245	ONSITE	05/28/2021	EFT	0	3,547.61	3940
01402	POMPS TIRE	05/28/2021	EFT	0	209.10	3941
01179	RED FEATHER PAPER CO.	05/28/2021	EFT	0	386.64	3942
02281	REINDERS	05/28/2021	EFT	0	180.45	3943
01211	RIVER BEND BUSINESS PRODUCTS	05/28/2021	EFT	0	135.05	3944
03191	US SOLAR	05/28/2021	EFT	0	3,998.87	3945
01478	VIKING FIRE & SAFETY LLC	05/28/2021	EFT	0	58.38	3946
01552	WW BLACKTOPPING, INC	05/28/2021	EFT	0	1,436.60	3947
00234	CENTER POINT ENERGY	05/18/2021	Bank Draft	0	73.62	DFT0005512
00234	CENTER POINT ENERGY	05/18/2021	Bank Draft	0	74.45	DFT0005513
02003	MINNESOTA DEPT OF REVENUE	05/13/2021	Bank Draft	0	12,940.00	DFT0005503
02003	MINNESOTA DEPT OF REVENUE	05/19/2021	Bank Draft	0	5,586.96	DFT0005522
02150	U.S. BANK	05/27/2021	Bank Draft	0	50,590.00	DFT0005545
01477	VIKING ELECTRIC SUPPLY, INC.	05/18/2021	Bank Draft	0	34.60	DFT0005516
01517	WELLS FARGO CORPORATE TRUST SERVICE	05/26/2021	Bank Draft	0	4,200.00	DFT0005526
01517	WELLS FARGO CORPORATE TRUST SERVICE	05/27/2021	Bank Draft	0	72,768.75	DFT0005544
01557	XCEL ENERGY	05/18/2021	Bank Draft	0	142.92	DFT0005514
01557	XCEL ENERGY	05/18/2021	Bank Draft	0	60.16	DFT0005515
					553,234.89	108

## Authorization Signatures

### All Council

The above manual and regular claims lists for 6-7-21 are approved by:

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MARK DEHEN- MAYOR

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DIANE NORLAND- COUNCIL MEMBER

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WILLIAM STEINER- COUNCIL MEMBER

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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
Barb Young	12 x 12 Paver	\$85.00
Randy Schindle	Paver and Park Bench	\$500.00
HyLife Food Windom	Cinco de Mayo Event	\$1,000.00
Lucy Paquin	Youth Sports Scholarship	\$50.00
Mary McCuskey Simpson	Swim Scholarship	\$20.00
Ross Royer	Farmers' Market	\$25.00
Dehen Chiropractic	Farmers' Market	\$150.00
Jo Marie Robbins	Library Book Donation	\$100.00
Claire Carpenter	Youth Sports Scholarship	\$10.00
Claire Carpenter	Swim Scholarship	\$10.00
Total		\$1,950.00

Adopted by the City Council this 7<sup>th</sup> day of June 2021.

Mayor

City Clerk



1001 Belgrade Avenue  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4151  
[www.northmankato.com](http://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: worship service

DATE OF EVENT: 8/22/21

BEGIN TIME: 10:00 AM

END TIME: 11:30 AM

LOCATION / SHELTER: Spring Lake Shelter #2

EVENT NAME: Risen Savior Sunday

ONSITE COORDINATOR:

PRINT NAME: Galen Holzhueter

MOBILE NUMBER: 507-508-5023

☒ 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: Galen Holzhueter

DATE: 5/17/21

CITY CLERK:

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE

☒ \$25.00 FEE

STAFF INITIALS \_\_\_\_\_

1206

R00284913



1001 Belgrade Avenue  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4151  
[www.northmankato.com](http://www.northmankato.com)

Audio Permit	2019
Park Permit	2019

## Audio Permit

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### 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: 9-19-21  
BEGIN TIME: 10:00  
END TIME: 11:30

LOCATION / SHELTER

Wheeler Park

EVENT NAME

Mass in the Park

ONSITE COORDINATOR:

PRINT NAME

Jim Theunisch

MOBILE NUMBER

507-351-7829

☒ 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:

Jim Theunisch

DATE:

5-14-21

CITY CLERK

☐ DENIED ☐ APPROVED



BOOK



POLICE



ONLINE



\$25.00 FEE

STAFF INITIALS

R6

R00284772



1001 Belgrade Avenue  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4151  
[www.northmankato.com](http://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. Return to [permits@northmankato.com](mailto: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: \_\_\_\_\_  
DATE OF EVENT: June 19, 21  
BEGIN TIME: 11am  
END TIME: 3pm

LOCATION / SHELTER: South Central College

EVENT NAME: Art Splash

ONSITE COORDINATOR: \_\_\_\_\_ PRINT NAME: Katie Heintz  
MOBILE NUMBER: 507.327.0627

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: Katie Heintz DATE: 06/03/21

CITY CLERK: \_\_\_\_\_ ☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS \_\_\_\_\_





CITY OF *Minnesota*  
NORTH MANKATO

1001 Belgrade Ave., PO Box 2055  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4252  
www.northmankato.com

For Office Use Only

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

☐ PARK USE ☐ AUDIO USE

## Application For PARADE PERMIT

### REQUIRED INFORMATION:

- Application for Parade Permit
- Map of Parade Route
- \$35 Application Fee ✓ *800285174*

*Thirty (30) days inadvance of the parade date.*

Name of Applicant	Address	Phone	Email
North Mankato Civic & Commerce Association	PO Box 2164, North Mankato	507-381-4429	northmankatocc@gmail.com

Sponsoring Organization		
Name	Address	Phone
North Mankato Civic & Commerce Association	PO Box 2164, North Mankato	507-381-4429

Contact during event	Phone
Lynette Peterson	507-381-4429

Event Location	Date	From	Time	To
Lake Street, Belgrade Avenue, Surrounding Streets	07/10/2021	11 a.m.		2 p.m.

Occasion for Parade
North Mankato Fun Days

Parade Description / Composition
Bands, Businesses, Non-Profit Organizations

Estimated Number of Participants: 100

As duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic.

*Lynette Peterson*  
Applicant

05/21/2021

Date

Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

*Joe Muller*  
Chief of Police

5/28/2021

Date

Caswell Sports Director

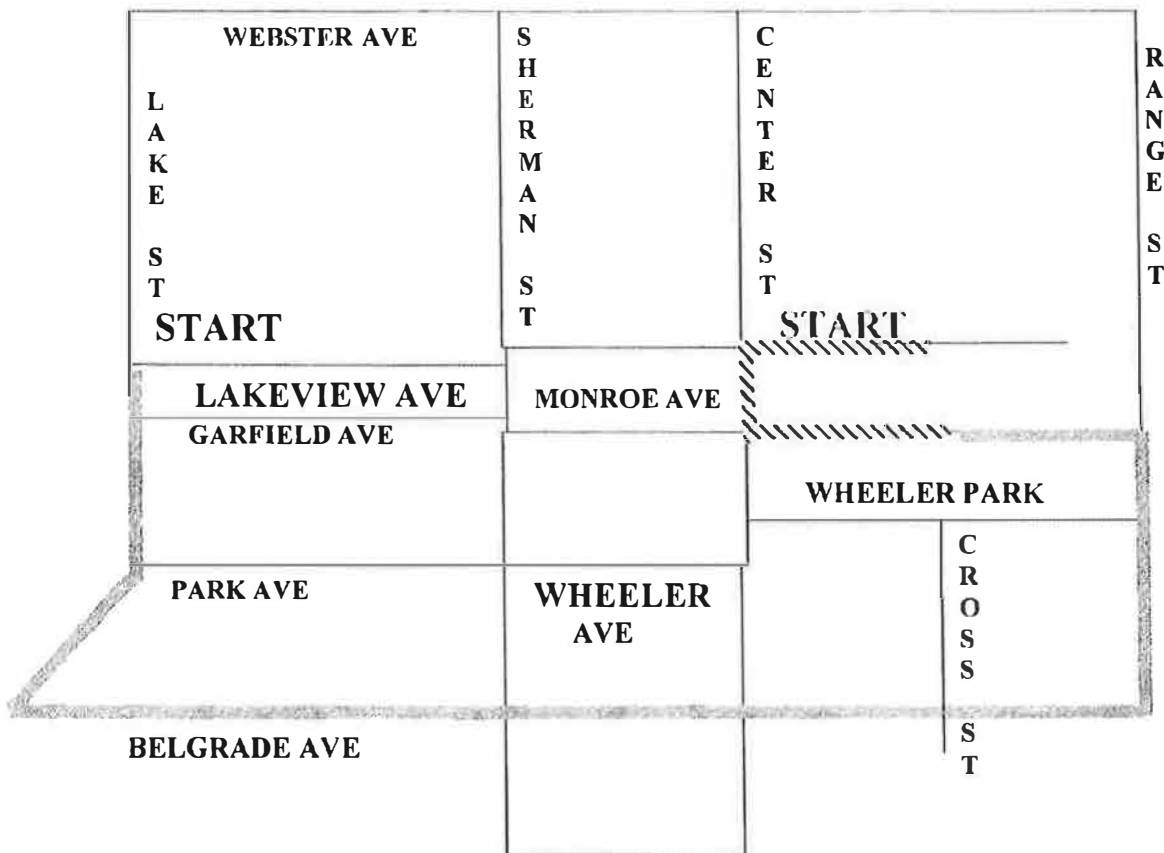
Date

# NORTH MANKATO FUNDAYS

## SPONSORED BY



North Mankato Civic &  
Commerce Association



~~NORTH MANKATO FUNDAYS~~  
FUN DAYS PARADE 11:00am JULY

10<sup>th</sup>



Printed on Recycled Paper

RESOLUTION WAIVING WAITING PERIOD  
FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR  
KNIGHTS OF COLUMBUS #5551

WHEREAS, Knights of Columbus has made an application for exemption from a charitable gambling license to conduct Bingo on July 7, 8, 9, 10, 11, 2021, at 402 Page Avenue, Wheeler Park, within the City of North Mankato, Minnesota, which application was received by the City on May 21, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the City waives the mandatory waiting period concerning the issuance of an exemption from lawful gambling license concerning the above-identified organization.

Adopted by the City Council this 7<sup>th</sup> day of June 2021.

---

Mayor

ATTEST:

---

City Clerk

**LG240B Application to Conduct Excluded Bingo****No Fee****ORGANIZATION INFORMATION**

Organization Name: KNIGHTS OF COLUMBUS #5551 Previous Gambling Permit Number: XB-03384-19-002

Minnesota Tax ID Number, if any: 7117666 Federal Employer ID Number (FEIN), if any: 23-7543219

Mailing Address: 440 FOREST HEIGHTS DR

City: NORTH MANKATO State: MN Zip: 56003 County: NICOLLET

Name of Chief Executive Officer (CEO): BILL CAHALAN

CEO Daytime Phone: 612-756-3853 CEO Email: mbcahalan@aol.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (If other than the CEO): PAUL STREIT pstreit@hickorytech.net

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

**Attach a copy of at least one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☒ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**EXCLUDED BINGO ACTIVITY**Has your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: \_\_\_\_\_

The proposed bingo event will be:

☐ one of four or fewer bingo events held this year. Dates: \_\_\_\_\_  
**-OR-**☒ conducted on up to 12 consecutive days in connection with a:☐ county fair Dates: \_\_\_\_\_☒ civic celebration Dates: NORTH MANKATO FUN DAYS JULY 7, 8, 9, 10, 11, 2021☐ Minnesota State Fair Dates: \_\_\_\_\_Person in charge of bingo event: PAUL F STREIT Daytime Phone: 507-380-1355Name of premises where bingo will be conducted: WHEELER PARKPremises street address: 402 PAGE AVENUECity: NORTH MANKATO If township, township name: \_\_\_\_\_ County: NICOLLET

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**
**CITY APPROVAL  
for a gambling premises  
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: April VanGendern

Signature of City Personnel: April VanGendern

Title: City Clerk Date: 5/21/21

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Bill Cahalan Date: 5/20/21  
 (Signature must be CEO's signature; designee may not sign)

Print Name: BILL CAHALAN

**MAIL OR FAX APPLICATION & ATTACHMENTS**

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113  
 Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

**Questions?**

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Black Hills Insurance Agency, Inc. 820 St. Joseph PO Box 3330 Rapid City SD 57709	<b>CONTACT NAME:</b> Ryan Fees <b>PHONE (A/C, No. Ext.):</b> (605) 342-5555 <b>E-MAIL ADDRESS:</b> ryanfees@blackhillsagency.com <b>FAX (A/C, No.):</b> (605) 342-7901														
<b>INSURED</b> North Mankato Hospitality, LLC 2000 Commerce Drive North Mankato MN 56003	<table><tr><td><b>INSURER(S) AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td><b>INSURER A:</b> Owners Insurance Company</td><td>32700</td></tr><tr><td><b>INSURER B:</b> Dakota Truck Underwriters</td><td>34924</td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Owners Insurance Company	32700	<b>INSURER B:</b> Dakota Truck Underwriters	34924	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES****CERTIFICATE NUMBER:** CL2131620599**REVISION NUMBER:**

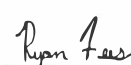
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: Only One Location			77272683	03/15/2021	03/15/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPI/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPI/OP AGG	\$ 2,000,000		\$
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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			WC01000559242021A	03/15/2021	03/15/2022	<table><tr><td><input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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A	Liquor Liability			77272683	03/15/2021	03/15/2022	<table><tr><td>Per Occurrence</td><td>\$1,000,000</td></tr></table>	Per Occurrence	\$1,000,000												
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Please note that the liquor liability insurance is continuous until canceled.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Mankato 1001 Belgrade Avenue  North Mankato MN 56003	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  
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**LABOR AGREEMENT  
BETWEEN  
THE CITY OF NORTH MANKATO  
AND  
NORTH MANKATO POLICE DEPARTMENT LIEUTENANTS  
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 394)**

**January 1, 2021 – December 31, 2022**

## **ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2021 between the City of North Mankato, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #394, 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 for all essential licensed Lieutenants employed by the City of North Mankato Police Department, North Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.
- 2.2 In the event the EMPLOYER and UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **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. 394).

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 life 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 employees; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees 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 employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues, authorized by law. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees 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 within two weeks of signing the contract, or any changes in designated personnel.
- 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 Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors.
- 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 employees and will therefore be accomplished during normal working hours when consistent with such employees' 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) calendar 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) calendar days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar 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 representatives. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) calendar days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to arbitration.

Step 3.

A grievance unresolved in Step 2 and appealed to Step 3 may be submitted to mediation by mutual agreement of the parties.

- 7.5 Arbitration. If the grievance is unresolved at Step 2 and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) days following the issuance of the Step 2 answer 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. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892. 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 insofar 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. Discharge grievances may be initiated at Step 2. 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 v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7<sup>th</sup> 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 All new employees will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months for a total of eighteen (18) months at the EMPLOYER'S discretion. The EMPLOYER shall provide notice to the UNION of any such extension.
- 9.2 During the probationary period a new or promoted employee may be terminated or returned to their 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 shall not be used until the employee has completed the first six (6) month period.
- 9.4 A promoted employee shall serve a six (6) month probationary period.

## **ARTICLE 10. SENIORITY**

- 10.1 Seniority shall be determined by the employee's length of continuous employment within the classification of Lieutenant.
- 10.2 A reduction in the workforce will be accomplished on the basis of seniority, beginning with the least senior employee in the classification of Lieutenant. An employee on layoff shall have the opportunity to return to work within one (1) year of the time of his/her layoff before any new employee is hired in a Lieutenant classification or in a law enforcement vacancy that the employee is qualified for that is a classification that is equal to or lower than the classification of Lieutenant. 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 telephone number with the Employer during layoff.

## **ARTICLE 11. DISCIPLINE**

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Demotion; or
  - e) Discharge.
- 11.2 Suspensions, demotions, or discharges will be in written form.
- 11.3 Written reprimands, notices of suspensions, 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 Discharges shall be preceded by five (5) days of suspension without pay.
- 11.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.6 Grievances relating to this Article shall be initiated by the UNION in Step 1 in the grievance procedure under Article 7 of this Agreement.

## **ARTICLE 12. OVERTIME**

- 12.1 Employees shall receive overtime compensation for hours worked in excess of the regularly scheduled shift. Such compensation shall be in the form of cash payment at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay, or in the form of compensatory time. Employees may accumulate compensatory time up to a maximum of one hundred twenty (120) hours. When a Lieutenant's scheduled shift is changed, with less than 24 hours notice prior to the start of the shift, the Lieutenant will be entitled to the standard callback fee. If the change is simply hours added to the start or the end of the shift, those hours will be paid as regular overtime.
- 12.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest fifteen (15) minutes.

- 12.4 Employees have the obligation to work overtime or call backs if directed by the EMPLOYER.
- 12.5 When an employee is called to duty or required to make a duty related court appearance in which a unit of government is a party during his/her off duty time, he/she shall receive a minimum of three (3) hours of compensation at the overtime rate. For the purposes of interpretation of this paragraph, the term "court appearance" shall mean all time during which the court may be in session and during which the employee's presence is required and all times during which the court may be in recess during which times the employee is required to remain at or about the courthouse pursuant to the reconvening of such court provided that such recesses shall not include any normal luncheon recess. Court appearances occurring within one (1) hour of the end of duty shift will be considered an extension of duty and not subject to the three (3) hour minimum. The employee shall be entitled to the three (3) hour minimum compensation when a regularly scheduled court appearance is canceled without twenty-four (24) hour advance notice to the employee.
- 12.6 Duty-related conferences shall take place whenever feasible during duty hours. Such conferences occurring during off duty hours shall be compensated at the overtime rate for actual time spent, except that a minimum of one (1) hour at time and one-half (1 ½) shall apply.
- 12.7 For hours actually worked between 12:01 am and 11:59 p.m. on officially designated holidays, pursuant to Article 19, Section 19.1, the employee will receive two times the employee's regular hourly rate of pay. For purposes of this Section, the employee's birthday is not included.

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

- 13.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a) Hours worked on assigned shifts;
  - b) Holidays;
  - c) Assigned training;
  - d) Authorized leave time.
- 13.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 13.3 The standard work week is forty (40) hours (2,080 hours divided by 52 weeks) with the understanding that shift assignments are made without reference to the standard seven (7) day period.

- 13.4 The EMPLOYER reserves the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices.
- 13.5 Work schedules showing the employees shift, work days, 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.

#### **ARTICLE 14. VACATION**

- 14.1 All regular full-time employees 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 with Department</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 Employees shall be allowed to take vacation leave each year within the limits of the Article. Vacation time shall be seniority based during two phases:  
Phase 1: Vacation request must be turned in prior to November 1<sup>st</sup> for January 1<sup>st</sup> through June 30<sup>th</sup> of the following year.

Phase 2: Vacation requests must be turned in prior to May 1<sup>st</sup> for July 1<sup>st</sup> through December 31<sup>st</sup> of the same year.

All other vacation requests will be "first come, first serve" and shall be approved within 96 hours. If not denied by the EMPLOYER within ninety-six (96) hours, said request shall be considered approved. The EMPLOYER shall schedule vacations at his/her own discretion so that the normal operation of the Department will not be interrupted. Once granted, such vacation shall not be revoked except in the case of emergency. If a previous request for vacation has been received for that period of time or any portion thereof, the employee may be allowed a conditional approval, which approval may be revoked by the EMPLOYER if in his/her opinion it would require the payment of overtime or affect the operational ability of the Department.

- 14.3 No employee may take more than twelve (12) consecutive working days of vacation leave per year during the first five (5) years of employment, and from years six (6) through ten (10) may, where earned, take no more than fifteen (15) consecutive days of vacation leave per year. From years eleven (11) through twenty (20) the employee may, where earned, take no more than twenty (20) consecutive days of

vacation leave. Upon completing twenty (20) years of employment, employees may, where earned and subject to the approval of the EMPLOYER and upon thirty (30) days advance notice, take thirty (30) consecutive days of vacation leave.

- 14.4 Vacation will be granted in increments of no less than four hours, which is to mean that any time less than four (4) hours will be charged as four hours of vacation, with prior approval from administration. A minimum of 40 consecutive hours of vacation must be used per year.
- 14.5 Employees 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.

<u>Period of Continuous Employment</u>	<u>Maximum Number of Days of Accumulated Vacation</u>
Through 10 years	160 hours
11 through 15 years	200 hours
16-20 years	280 hours
Over 20 years	360 hours

- 14.6 Employees whose employment has been terminated either through resignation, retirement or layoff shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination. In cases of voluntary separation by the employee, not less than two (2) weeks notice of separation shall be given the EMPLOYER to be eligible for payment of accumulated vacation pay. Upon failure thereof, such time shall be forfeited.

## **ARTICLE 15. INSURANCE**

- 15.1 Employees subject to this Agreement shall be covered under the City'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.

## **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 employees 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 City.

Employees will be granted sick leave for the following reasons:



- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.
- 4) Serious illness in the immediate family. The term "immediate family" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, 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 during work.
- 7) Personal illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay or other disciplinary action. 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 City 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.

Employees 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 employees 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 employees with ten (10) through nineteen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- 3) Full-time employees with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employees have the option of retaining these excess days and continuing to accumulate them. Employees also have the option of trading in excess days for vacation days. Employees 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. Employees with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day.

Employees 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, including the minimally required sixty (60) 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 workers 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 his/her regular salary.

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

Effective January 1, 2003 the City of North Mankato established Voluntary Employees' Beneficiary Association ("VEBA") and Health Care Expense Accounts for Active Employees. Effective January 1, 2008, 100% of the sick leave benefit normally received at termination will be placed in a post retirement health care savings plan pursuant to Council Resolution No. 60-03.

- 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. UNIFORM ALLOWANCE**

- 17.1 The EMPLOYER shall provide each newly hired employee with one (1) complete set of uniform in accordance with policy set by the EMPLOYER.
- 17.2 It is understood that the annual uniform allowance of \$600 (\$50 per month) and the annual maintenance allowance of \$600 (\$50 per month), have been included in their monthly base pay since 2013. In 2019, employees will continue to receive the uniform allowance of \$600 (\$50 per month) and the maintenance allowance of \$600 (\$50 per month) within their monthly base pay. In 2020, employees' rate of pay will be reduced by \$100 per month to reflect the separation of uniform allowance and maintenance allowance as set forth in the 2020 wage scale and Article 24.1.
- 17.3 Effective in 2020, employees shall now be reimbursed for the cost of uniforms upon the presentation of paid receipts up to the amount of \$600 per year. In addition, in 2020 employees shall receive a maintenance allowance of \$50 per month not to exceed \$600 per year.

- 17.4 The employee shall be reimbursed one-half (1/2) the cost of a new bulletproof vest every five (5) years. Evidence of the time elapsed since the last purchase of said equipment will be the sole responsibility of the employee.
- 17.5 Employees covered under the Agreement are required to keep a full set of uniform dress in good condition and to wear, maintain and replace the uniform in accordance with policy set by the EMPLOYER.

## **ARTICLE 18. RESIDENCE**

All employees who elect to reside outside the corporate limits of the City of North Mankato shall be at the North Mankato Police Annex at 1001 Belgrade Avenue in North Mankato at the start of each regularly scheduled shift. Failure to appear or tardiness resulting in charged overtime will result in progressive discipline as per Article 11.

## **ARTICLE 19. HOLIDAYS**

- 19.1 The following shall be included as paid holidays for employees subject to this Agreement:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Friday  
Day before Christmas  
Christmas Day  
"Floating Holiday" - Employee's birthday or day off of his/her choice.

- 19.2 Employees shall receive a compensatory day off for each of the above holidays. A compensatory day off for a holiday may be taken at the employee's discretion subject to approval by the EMPLOYER.
- 19.3 Employees shall be entitled to compensation for holidays pursuant to this Article provided they were on pay status their last scheduled day preceding the holiday and their first scheduled day following the holiday.
- 19.4 At the end of each calendar year, employees shall receive cash payment for all earned, unused holidays. Payment will be based on the employee's regular daily rate of pay.

- 19.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be charged to the employee's vacation or sick leave time.
- 19.6 Any other designated holiday granted to other City employees in increments of four (4) or more hours shall be granted to employees subject to this Agreement as compensatory time.

## ARTICLE 20. LEAVES OF ABSENCE

Any employee, upon satisfactory completion of the probationary period, shall be eligible for authorized leave as follows:

- 20.1 Military Leave: Military leave shall be granted to employee's in accordance with State and Federal Statutes.
- 20.2 Employees required to serve on a jury may 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. For jury duty not occurring during an employee's regularly scheduled duty shift, the employee shall receive compensatory time equivalent to the actual amount of time spent on jury duty.
- 20.3 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 employees who have successfully 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.

- 20.4 Any currently licensed employee who fails the proper maintenance of the license shall be placed on an involuntary unpaid leave of absence not to exceed six (6)

months. Should an employee fail to complete licensure requirements within that six (6) month period, he/she shall be immediately discharged.

## **ARTICLE 21. TUITION REIMBURSEMENT**

The EMPLOYER will reimburse any full-time permanent 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. The EMPLOYER will make every effort to arrange work schedules around class schedules where this will cause no disruption of service, however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments shall be reported to the EMPLOYER. This paragraph shall be sunset following the City's adoption of a tuition reimbursement policy.

## **ARTICLE 22. NON DISCRIMINATION**

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

## **ARTICLE 23. WAIVER OF BARGAINING**

During the life of this Agreement, the EMPLOYER and the UNION voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any other matter, unless done by mutual consent of the EMPLOYER and the individual bargaining unit involved.

## **ARTICLE 24. PAY PLAN**

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

Lieutenant	\$7,240.00 per month
Probationary Lieutenant	\$6,874.00 per month

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

Lieutenant	\$7,432.00 per month
Probationary Lieutenant	\$7,056.00 per month

- 24.2 In the absence of the Chief of Police, with designation by the Chief and approval of the City Administrator, a Lieutenant may be assigned acting Chief and if so assigned will receive one (1) hour pay or compensatory time at the rate of time and one half (1-1/2) the regular rate of pay for each full day serving as acting Chief. Pay for less than one full day of service as acting Chief shall be prorated based on the number of hours assigned.

## **ARTICLE 25. EDUCATION**

- 25.1 The EMPLOYER agrees to pay the cost of sixteen (16) hours of P.O.S.T. Board eligible continuing education.
- 25.2 The EMPLOYER agrees to pay the cost of the P.O.S.T. Board licensure of Lieutenants.

## **ARTICLE 26. PHYSICAL FITNESS**

- 26.1 Lieutenants will be granted an exemption from physical fitness activities for periods up to seven (7) days due to illness or injury. Beyond seven (7) days, a doctor's evaluation of illness or injury is required.
- 26.2 Fitness: Effective April 1, 2005, a physical fitness requirement shall be implemented. The fitness requirement shall be coordinated with the Blue Cross/Blue Shield plan fitness membership such that employees shall work out a minimum of 12 sessions per month at an approved facility or on their own. A log of the workouts should be turned in to the Police Chief on a monthly basis. The Employer and employee shall share in the cost of membership in an approved facility or in the purchase of workout equipment on a 50/50 basis. The maximum amount of the reimbursement shall be based on the City of North Mankato's corporate rate for a single membership with towel and kit locker at the Mankato YMCA less the \$20 reimbursement under the Blue Cross/Blue Shield plan fitness membership divided by two. The \$20 deduction shall apply even if the employee does not carry the City's Blue Cross/Blue Shield health insurance plan.
- 26.3 For individuals working out on their own, a fitness log will be turned in to the Police Chief on a monthly basis effective May 1, 2005. Individual workout plans will be subject to a review periodically.
- 26.4 Lieutenants conducting an individual exercise program may be reimbursed for certain exercise or weight training equipment subject to employer's prior approval of the purchase. The reimbursement is limited to an employer's out-of-pocket expense for a Lieutenant attending an approved facility.
- 26.5 Physical Schedule: Employees shall be required to obtain a general physical examination every two (2) years. The general physical examination shall be paid for by the City and the employee will be compensated at the regular hourly rate of pay for actual time in attendance at the general physical examination not to exceed four hours. Documentation of the physical examination must be filed with the Police Department and a copy submitted to the City.

## ARTICLE 27. PERFORMANCE EVALUATION

27.1 All employees of the Department shall be subject to semi-annual performance review by the EMPLOYER. Members of the bargaining unit will be afforded the opportunity to participate in the development of evaluation forms and procedures for the Department. Performance evaluations will be done on a semi-annual basis and the employee will be afforded the opportunity to discuss his/her evaluation with his/her supervisor. Each employee will be provided with a copy of each completed evaluation form. Failure to participate in the performance evaluation process or failure to address operational deficiencies noted in performance evaluations shall be subject to disciplinary proceedings under Article 11 of this Agreement.

## ARTICLE 28. DURATION

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2022.

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

FOR THE CITY OF NORTH MANKATO

FOR LAW ENFORCEMENT LABOR  
SERVICES, INC.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Steward

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Steward

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FOR THE CITY OF NORTH MANKATO

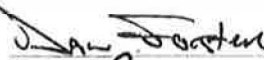
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator


\_\_\_\_\_  
City Clerk

FOR LAW ENFORCEMENT LABOR  
SERVICES, INC.

  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Steward



**CITY OF NORTH MANKATO  
COUNTY OF NICOLLET  
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING ON VACATION OF UTILITY EASEMENTS  
PURSUANT TO MINNESOTA STATUTE §412.851**

**NOTICE IS HEREBY GIVEN** that a hearing will be held before the City Council of North Mankato on June 21, 2021, in the City Hall located at 1001 Belgrade Avenue at 7:00 pm to consider a proposed utility easement vacation legally described as:

A 5-foot-wide strip of land over that part of Lot 1 of Block 1 of Brekke Ochsner Subdivision to the City of North Mankato, Nicollet County, Minnesota. The full legal description is available at [www.northmankato.com](http://www.northmankato.com) or by contacting the City Clerk at 507-625-4141.

Dated this 7th day of June 2021.

SIGNED BY:

/s/April Van Genderen  
(City Clerk)

## PETITION FOR VACATION

The undersigned property owner hereby petitions the City Council of the City of North Mankato, Minnesota, to vacate the following described utility easement:

A 5-foot-wide strip of land over that part of Lot 1 of Block 1 of Brekke Ochsner Subdivision to the City of North Mankato, Nicollet County, Minnesota. The north line of said strip is described as follows:

Commencing at the Most North Corner of Lot 1 of Block 1 of Brekke Ochsner Subdivision to the City of North Mankato, according to the recorded plat thereof, thence on an assumed bearing of South 70 degrees 31 minutes 52 seconds East, along the north line of said Lot 1, a distance of 10.00 feet to the point of beginning of the line to be described; thence continuing South 70 degrees 31 minutes 52 seconds East, along said north line, a distance of 97.20 feet to a bending point on said north line and said north line there terminating. The south line of said strip is intended to close on a line that bears South 0 degrees 02 minutes 02 seconds West from the point of termination.

Dated this 20<sup>th</sup> day of May 2021.

Vicki Trudeau

Witness

Todd King

Todd King

Received by City Clerk:

5/21/21

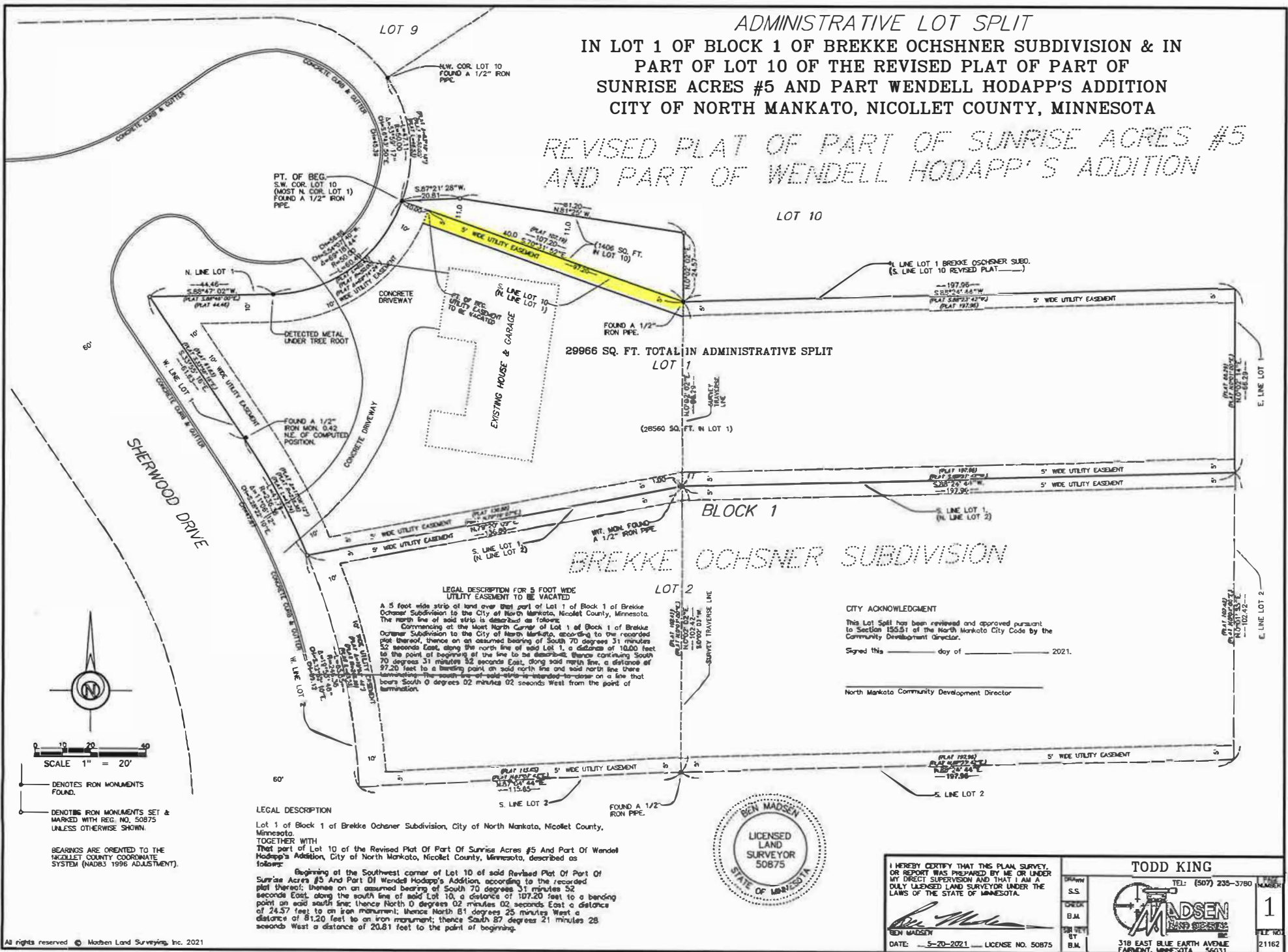
Date

Greg J. Van Zender

City Clerk

**ADMINISTRATIVE LOT SPLIT**  
**IN LOT 1 OF BLOCK 1 OF BREKKE OCHSHNER SUBDIVISION & IN**  
**PART OF LOT 10 OF THE REVISED PLAT OF PART OF**  
**SUNRISE ACRES #5 AND PART WENDELL HODAPP'S ADDITION**  
**CITY OF NORTH MANKATO, NICOLLET COUNTY, MINNESOTA**

*REVISED PLAT OF PART OF SUNRISE ACRES #5  
 AND PART OF WENDELL HODAPP'S ADDITION*



**CITY OF NORTH MANKATO  
COUNTY OF NICOLLET  
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING ON VACATION OF UTILITY EASEMENTS  
PURSUANT TO MINNESOTA STATUTE §412.851**

**NOTICE IS HEREBY GIVEN** that a hearing will be held before the City Council of North Mankato on June 21, 2021, in the City Hall located at 1001 Belgrade Avenue at 7:00 pm to consider a proposed utility easement vacation legally described as:

The 10.00 -foot-wide utility easement located between Lots 1 and 2, Block 1, Parks Edge Addition, EXCEPTING there from the northerly 10.00 feet and the Southerly 5.00 feet of said Lots 1 and 2.

Dated this 7th day of June 2021.

SIGNED BY:

/s/April Van Genderen  
(City Clerk)

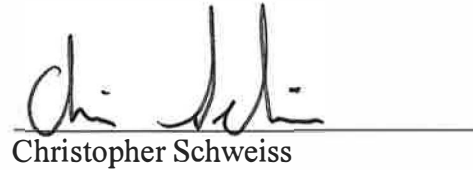
## PETITION FOR VACATION

The undersigned property owner hereby petitions the City Council of the City of North Mankato, Minnesota, to vacate the following described utility easement:

The 10.00-foot-wide utility easement located between Lots 1 and 2, Block 1, Parks Edge Addition, EXCEPTING therefrom the northerly 10.00 feet and the southerly 5.00 feet of said Lots 1 and 2.

Dated this 28 day of May 2021.

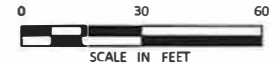
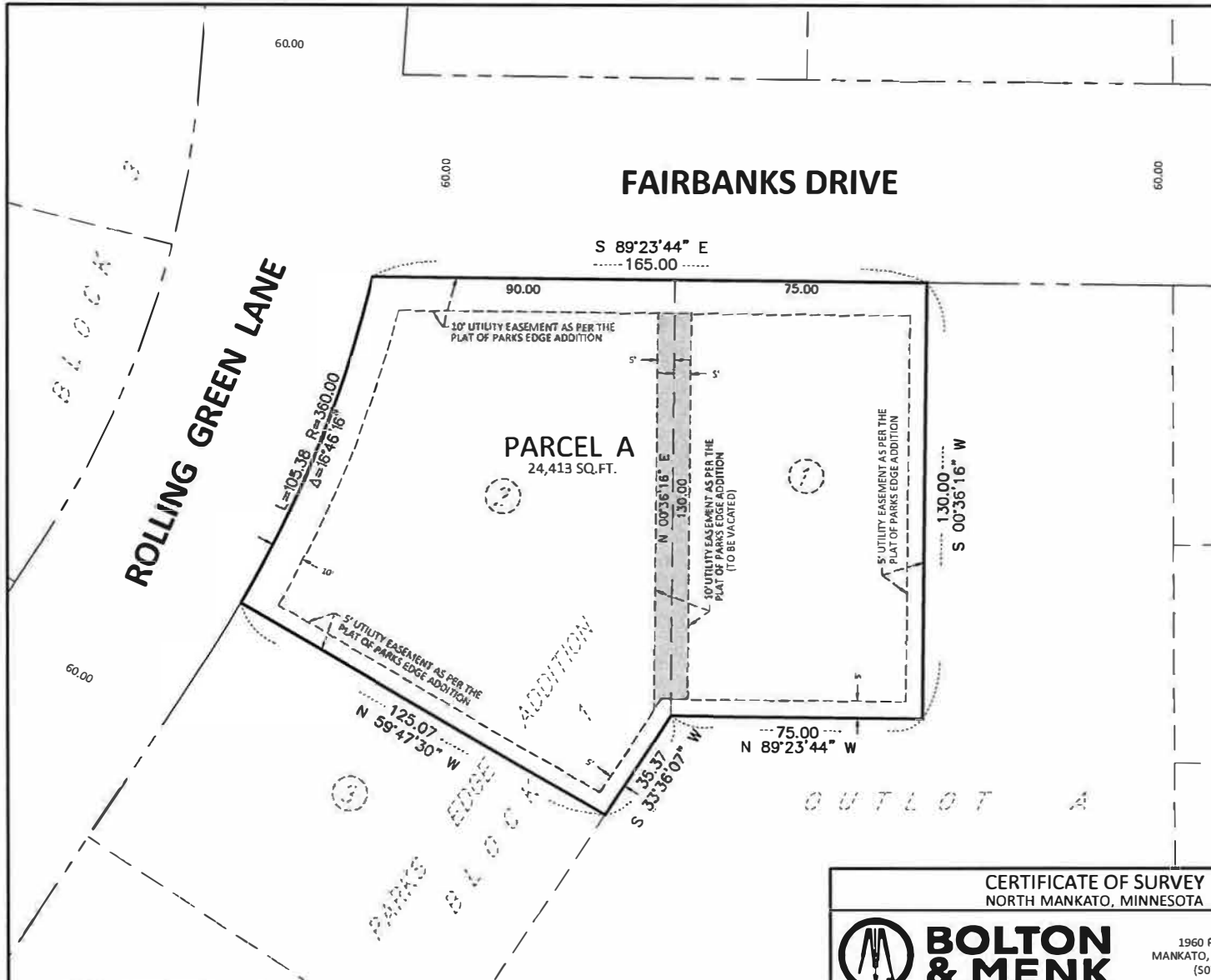
  
Witness

  
Christopher Schweiss

Received by City Clerk:

6/1/21  
Date

  
City Clerk



### LEGEND

- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 46564
- MONUMENT FOUND

### PARCEL A

Lots 1 and 2, Block 1, Parks Edge Addition, according to the plat on file and of record with the Nicollet County Recorder. Containing 24,413 sq. ft.

### PROPOSED EASEMENT VACATION

The 10.00 foot wide utility easement located between Lots 1 and 2, Block 1, Parks Edge Addition, EXCEPTING therefrom the northerly 10.00 feet and the southerly 5.00 feet of said Lots 1 and 2.

### CITY ACKNOWLEDGMENT

This Lot Split has been reviewed and approved pursuant to Section 155.51 of the North Mankato City Code by the Community Development Director.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
North Mankato Community Development Director

### SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Michael M. Eichers*

Michael M. Eichers  
License Number 46564

05/27/2021  
Date

### CERTIFICATE OF SURVEY NORTH MANKATO, MINNESOTA



**BOLTON  
& MENK**

1960 PREMIER DRIVE  
MANKATO, MINNESOTA 56001  
(507) 625-4171

LOTS 1 & 2, BLOCK 1, PARKS EDGE ADDITION

2208 ROLLING GREEN LANE

FOR: SCHWEISS, CHRIS

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10A	Department: Finance	Council Meeting Date: 6/7/21
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**TITLE OF ISSUE:** Consider Resolution Adopting a Street Reconstruction Plan and Approving the Issuance of General Obligation Street Reconstruction Bonds.

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** Bond Counsel Omdal will provide information concerning the Resolution and Street Reconstruction Plan.

If additional space is required, attach a separate sheet

**REQUESTED COUNCIL ACTION:** Adopt Resolution Adopting a Street Reconstruction Plan and Approving the Issuance of General Obligation Street Reconstruction Bonds.

<p><b>For Clerk's Use:</b></p> <p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td style="width: 50%;"></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Steiner</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Norland</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Oachs</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Whitlock</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Dehen</td> </tr> </table>		Aye	Nay		_____	_____	_____	Steiner	_____	_____	_____	Norland	_____	_____	_____	Oachs	_____	_____	_____	Whitlock	_____	_____	_____	Dehen	<p style="text-align: center;"><b>SUPPORTING DOCUMENTS ATTACHED</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting</p>	<p><input type="checkbox"/> Refer to: _____</p> <p><input type="checkbox"/> Table until: _____</p> <p><input type="checkbox"/> Other: _____</p>																																		

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

HELD: June 7, 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 June 7, 2021, at 7:00 P.M., for the purpose, in part, of adopting a street reconstruction plan and authorizing issuance of street reconstruction bonds.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 46-21

RESOLUTION ADOPTING A STREET RECONSTRUCTION PLAN AND APPROVING  
THE ISSUANCE OF GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

WHEREAS, the City of North Mankato, Minnesota (the "City"), has determined that it is in the best interest of the City to authorize the issuance and sale of general obligation street reconstruction bonds pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to finance the cost of street reconstruction projects, as described in the proposed street reconstruction plan described below, a copy of which is on file in the City Administrator's office; and

WHEREAS, pursuant to the Act, the City is authorized to issue and sell general obligation street reconstruction bonds for street reconstruction under the circumstances and within the limitations set forth in the Act. The Act provides that a street reconstruction plan may be financed with general obligation street reconstruction bonds, following adoption of a street reconstruction plan, after a public hearing on the street reconstruction plan and on the issuance of general obligation street reconstruction bonds and other proceedings conducted in accordance with the requirements of the Act; and

WHEREAS, on June 7, 2021, the City Council held a public hearing on the adoption of the Street Reconstruction Plan and the issuance of not to exceed \$8,768,000 general obligation street reconstruction bonds (the "Bonds") under the Street Reconstruction Plan for street reconstruction improvements to those streets described in the Street Reconstruction Plan (the "Street Reconstruction Projects") after publication of the notice of public hearing not less than 10 days nor more than 28 days prior to the date thereof in the City's official newspaper; and

WHEREAS, all parties who appeared at the public hearing were given an opportunity to express their views with respect to the proposal to adopt the Street Reconstruction Plan and to undertake and finance the Street Reconstruction Projects by the issuance of Bonds and any written comments submitted prior to the public hearing were considered.



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

1. City Policies and Goals. The financing of the Street Reconstruction Projects and the issuance and sale of the Bonds would further the policies and goals of the City as set forth in the Street Reconstruction Plan, hereby adopted by the City Council in connection with the issuance of the Bonds.

2. Public Hearing Notice. The City Council hereby ratifies the actions of the City Administrator in causing the publication of the Notice of Public Hearing to be published in the City's official newspaper as required by law; and

3. Adoption of Street Reconstruction Plan. Based on information received at the public hearing, such written comments (if any) and such other facts and circumstances as the City Council deems relevant, it is hereby found, determined and declared that:

- (a) the Street Reconstruction Projects proposed in the Street Reconstruction Plan will allow the City to upgrade its transportation infrastructure to accommodate anticipated and existing residential and commercial development; and
- (b) the Street Reconstruction Plan is hereby approved and adopted in the form presently on file with the City.

4. Authorization and Approval of Bonds. The City is hereby authorized to issue the Bonds, the proceeds of which will be used, together with any additional funds of the City which might be required, to finance certain costs of the Street Reconstruction Projects and to pay costs of issuance of the Bonds.

5. Execution of Documents. The Mayor and City Administrator are authorized and directed to execute such other documents and instruments as may be required to give effect to the transactions herein contemplated.

6. Voter Referendum Contingency. Pursuant to the Act, a petition requesting a vote on the question of issuing the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, may be filed within thirty days of the public hearing. Upon receipt of such petition within the prescribed time period, the City may issue the Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Bonds. The authorizations and approvals contained herein are subject to and contingent upon not receiving such a petition, or, in the event such a petition is filed, the approving vote of a majority of the voters voting on the question of the issuance of the Bonds.

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 adopting a street reconstruction plan and the issuance of general obligation street reconstruction bonds.

WITNESS my hand on June 7, 2021.

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City Clerk

DRAFT as of June 4, 2021

**PROPOSED**

**CITY OF NORTH MANKATO, MN  
2021 to 2025 STREET RECONSTRUCTION PLAN**

**Public Hearing Date: Scheduled for June 7, 2021**

**Adopted Date: \_\_\_\_\_**

**Resolution No. \_\_\_\_\_**

**City of North Mankato, MN**  
**2021-2025 Street Reconstruction Plan**

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## **I. Introduction**

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction program. The authorization is contained in Minnesota Statutes, Section 475.58, subdivision 3b (the "Act").

Pursuant to the Act, the City of North Mankato, Minnesota (the "City") has prepared this 2021-2025 Street Reconstruction Plan ("the Plan") to serve as an important element of responsible fiscal management. The Plan is designed to anticipate street reconstruction and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method. This Plan allows for the matching of expenditures with anticipated income. The City has and will continue to consider the benefits, costs, alternatives, and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Sound financial planning is essential for the wise use of limited financial resources.

## **II. Purpose**

The Plan provides for a street reconstruction program that represents a major expenditure of city funds for the reconstruction or bituminous overlay of public streets. As defined in the Act, street reconstruction and bituminous overlay projects may include utility replacement and relocation and other incidental costs, 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. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and local share of state and county road projects, street reconstruction and overlays do not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

As provided by the Act, the Plan covers a five-year period and sets forth the streets to be reconstructed and the estimated costs over the next five years.

Pursuant to the Act, General Obligation Street Reconstruction Bonds (the "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. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction does not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed. The Bonds are subject to the debt limit.

The Act sets forth specific requirements for the issuance of the Bonds, which are as follows:

- The projects financed under this authority must be described in a street reconstruction plan, as described above.
- The city must publish notice of and hold a public hearing on the proposed plan and the related issuance of bonds. The notice must be published at least ten days but not more than 28 days prior to the hearing date.
- The plan and the issuance of bonds must be approved by a vote of two-thirds of the members of the governing body present at the meeting following the public hearing.
- The issuance of bonds is subject to a reverse referendum. An election is required if voters equal to 5% of the votes cast in the last municipal general election file a petition with the city clerk within 30 days of the public hearing. If the city decides not to undertake an election, it may not propose the issuance of street reconstruction bonds for the same purpose and in the same amount for a period of 365 days from the date of receipt of the petition. If the question of issuing the bonds is submitted and not approved by the voters, the provisions of Section 475.58, subdivision 1a of the Act, shall apply (no resubmission for same purpose/amount for 180 days).

### III. Street Reconstruction Bonds

At the time of the approval of this Street Reconstruction Plan, the City has no outstanding bonds issued under the Act.

#### Net Debt Limits

Minnesota Statutes Section 475.53, subdivision 1 provides that no municipality, except a school district or a city of the first class, shall incur or be subject to a net debt in excess of 3% of the market value of taxable property in the municipality. The Bonds issued under the authority granted by this Plan and the Act are subject to the net debt limit restriction described above. The City has the following net debt capacity as shown below.

#### Computation of Legal Debt Margin as of June 7, 2021:

2019/2020 Estimated Market Value <sup>1</sup>	\$ 1,262,988,400
Multiplied by 3%	<u>x .03</u>
Statutory Debt Limit	<u>\$ 37,889,652</u>
Less outstanding debt applicable to debt limit:	
\$1,365,000 G.O. Crossover Refunding Bonds, Series 2012A	\$ 395,000
\$465,000 G.O. Bonds, Series 2016A	270,000
\$265,000 G.O. Bonds, Series 2019A	<u>240,000</u>
Total Debt applicable to debt limit:	\$ 905,000
Legal debt margin	<u>\$ 36,984,652</u>

*1/ The Pay 2019/2020 Estimated Market Value is the most current as of February 26, The Pay 2020/2021 Estimated Market Value is estimated to be certified and available in March 2021.*

The City is proposing to issue up to a maximum of \$8,768,000 in Bonds between years 2021 and 2025 to finance the proposed street reconstruction projects, as detailed in Exhibit A and the attached Map in Exhibit B. The proposed Bonds is within the current City's Legal Debt Margin.

#### **IV. Street Reconstruction and Project Costs**

The street reconstruction and project costs for the Plan is detailed in Exhibit A and the location of the street reconstruction is shown on the Map in Exhibit B. The Plan includes all street reconstruction to be undertaken by the City between years 2021 and 2025 that may be financed through the issuance of the Bonds.

The City reserves the right to adjust the amount of annual project spending between years, and by project, provided the Total Project Costs as provided in Exhibit A is not increased, and the issuance of the Bonds does not exceed \$8,768,000 during the five-year period.

#### **V. Plan Continuation**

This Plan will be reviewed annually. If deemed appropriate, the City will prepare an update to this Plan for approval by the City Council pursuant to the requirements of the Act.

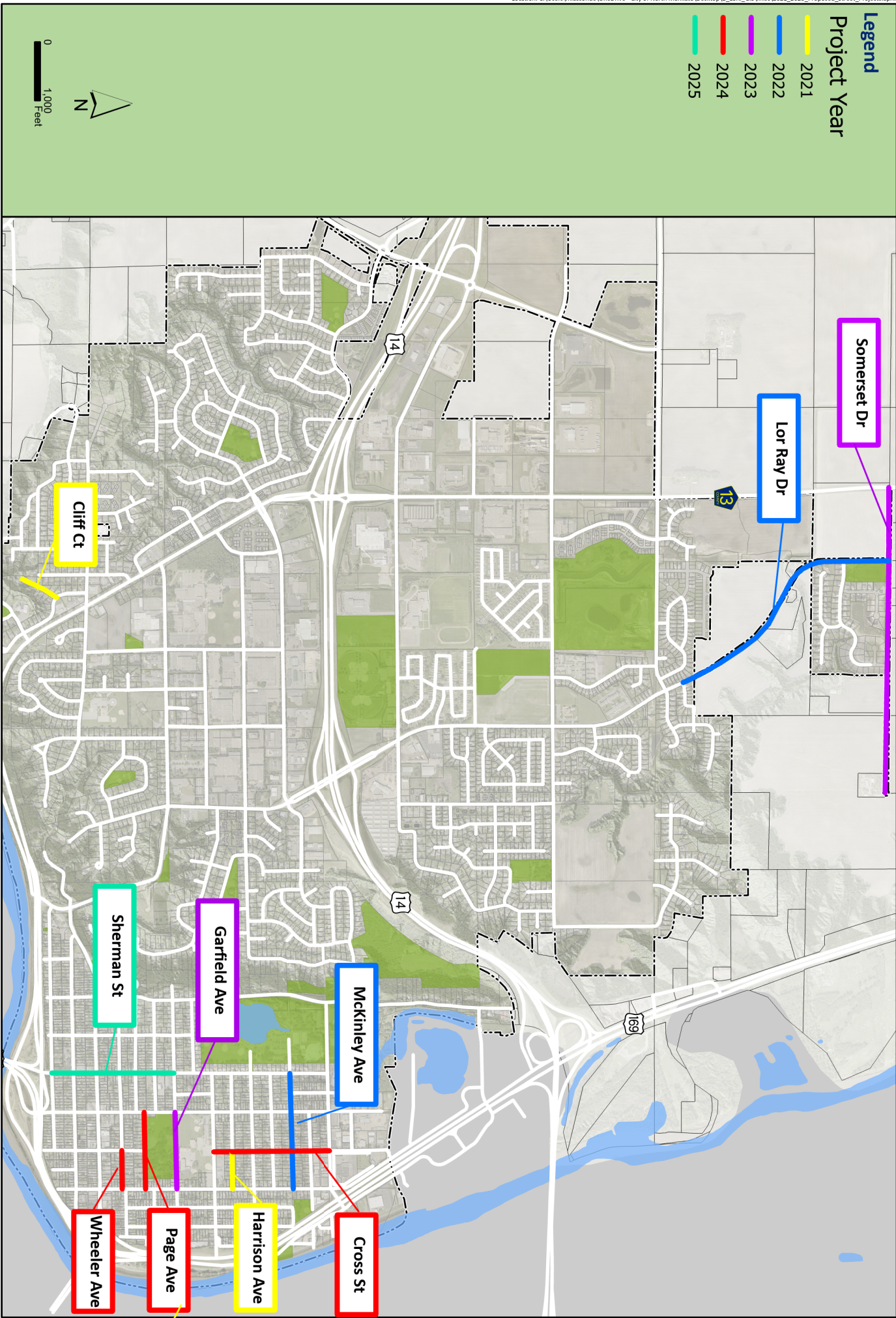
EXHIBIT A  
City of North Mankato, MN  
Street Reconstruction Cost Estimates and  
Bonds Authorized in 2021-2025 Street Reconstruction Plan

PROJECTS	PROJECT COSTS
<b>Year 2021</b>	
Harrison Avenue from Cross Street to Range Street	\$795,000
Cliff Court from Cliff Drive to Dead End Cul-de-Sac	\$955,000
TOTAL	\$1,750,000
<b>Year 2022</b>	
McKinley Avenue from Sherman Street to Range Street	\$867,000
Lor Ray Avenue (white oak - somerset)	\$2,500,000
TOTAL	\$3,367,000
<b>Year 2023</b>	
Garfield Avenue from Center Street to Range Street	\$779,000
Somerset Lane	\$2,700,000
TOTAL	\$3,479,000
<b>Year 2024</b>	
Cross Street from Monroe Avenue to Webster Avenue	TBD
Page Avenue from Center Street to Range Street	TBD
Wheeler Avenue from Cross Street to Range Street	TBD
TOTAL	\$0
<b>Year 2025</b>	
Sherman Street from South Avenue to Garfield Avenue	TBD
TOTAL	\$0
Total Project Costs	\$8,596,000
Maximum Bonds Authorized (between 2021-2025) <sup>1</sup>	\$8,768,000

Note:

1/ Includes estimated cost of financing for issuance the Bonds.





**Figure B. Transportation Projects 2021 - 2025**



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10B	Department: Finance	Council Meeting Date: 6/7/21																																	
<b>TITLE OF ISSUE:</b> Consider Resolution Providing for the Competitive Negotiated Sale of \$11,365,000 General Obligation Bonds, Series 2021A.																																			
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Bond Counsel Omdal will provide information concerning the Bond Sale.																																			
If additional space is required, attach a separate sheet																																			
<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Providing for the Competitive Negotiated Sale of \$11,365,000 General Obligation Bonds, Series 2021A.																																			
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Steiner		_____	_____	Norland		_____	_____	Oachs		_____	_____	Whitlock		_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vote Record:	Aye	Nay																																	
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<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 OF THE  
CITY COUNCIL OF THE CITY OF  
NORTH MANKATO, MINNESOTA

HELD: JUNE 7, 2021

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of North Mankato, Nicollet and Blue Earth Counties, Minnesota (the "City"), was duly held at the City Hall, on June 7, 2021, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated 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, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. 47-21

RESOLUTION PROVIDING FOR THE  
COMPETITIVE NEGOTIATED SALE OF \$11,365,000 GENERAL  
OBLIGATION BONDS, SERIES 2021A

A. WHEREAS, the City Council of the City of North Mankato, Minnesota, has heretofore determined that it is necessary and expedient to issue its \$11,365,000 General Obligation Bonds, Series 2021A (the "Bonds") to finance various street improvements within the City and improvements related to Caswell Park Regional Sporting Complex; and

B. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Northland to solicit bids for the competitive negotiated sale of the Bonds.
2. Meeting; Bid Opening. This City Council shall meet at the time and place specified in the Notice of Sale attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open proposals at the time and place specified in such Notice of Sale.
3. Notice of Sale. The terms and conditions of the Bonds and the negotiation thereof are in substantially in the form set forth in the Notice of Sale attached hereto as Attachment A and hereby approved and made a part hereof.

4. Official Statement. In connection with the competitive negotiated sale of the Bonds, the City Administrator and other officers or employees of the City are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

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 against the same:

Whereupon said 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 of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$11,365,000 General Obligation Bonds, Series 2021A.

WITNESS my hand on \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

## ATTACHMENT A

### NOTICE OF SALE

\$11,365,000\*  
GENERAL OBLIGATION BONDS, SERIES 2021A

CITY OF NORTH MANKATO, MINNESOTA  
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

#### **TIME AND PLACE:**

Proposals (also referred to herein as "bids") will be opened by the City's Administrator, or designee, on Monday, July 19, 2021, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the City's "Municipal Advisor"), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Monday, July 19, 2021 at 7:00 P.M., CT.

#### **SUBMISSION OF PROPOSALS**

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) emailed to [PublicSale@northlandsecurities.com](mailto:PublicSale@northlandsecurities.com)
- d) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-5915, or
- e) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Monday, July 19, 2021. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2<sup>nd</sup> floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

#### **BOOK-ENTRY SYSTEM**

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the

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\* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through U.S. Bank National Association, St. Paul, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

### **DATE OF ORIGINAL ISSUE OF BONDS**

Date of Delivery (Estimated to be August 17, 2021)

### **AUTHORITY/PURPOSE/SECURITY**

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475 and Section 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. Proceeds will be used to finance the City’s 2021 street reconstruction projects, recreation facility improvements, and Belgrade Avenue improvements. The Bonds are payable from a half of one percent sales tax on local food and beverage purchases, revenues from Tax Increment District No. 26 and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

### **INTEREST PAYMENTS**

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2022, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding such interest payment date.

### **MATURITIES**

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$380,000	2029	\$615,000	2035	\$820,000
2024	390,000	2030	630,000	2036	870,000
2025	390,000	2031	660,000	2037	950,000
2026	450,000	2032	760,000	2038	860,000
2027	475,000	2033	770,000	2039	920,000
2028	610,000	2034	815,000		

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

## INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

### ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City’s Municipal Advisor and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

**Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.**

In the event that the competitive sale requirements are not satisfied, the City shall promptly so advise the winning bidder. The City may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the “Hold-the-Offering-Price Rule”). Bids will **not** be subject to cancellation in the event that the City determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “Initial Offering Price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the **earlier** of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the “10% Test”), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

*Notes: Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:*

- (1) "public" means any person other than an underwriter or a related party,*
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).*
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership or another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and*
- (4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.*



## **ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS**

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

## **OPTIONAL REDEMPTION**

Bonds maturing on February 1, 2030 through 2039 are subject to redemption and prepayment at the option of the City on February 1, 2029 and 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 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.

## **CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

## **DELIVERY**

Delivery of the Bonds will be within thirty days after award, subject to an approving legal opinion by Taft Stettinius & Hollister, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

## **TYPE OF PROPOSAL**

Proposals of not less than \$11,262,715 (99.10%) and accrued interest on the principal sum of \$11,365,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

John Harrenstein, City Administrator  
1001 Belgrade Avenue  
North Mankato, Minnesota 56002

A good faith deposit (the "Deposit") in the amount of \$227,300 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

### **AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

### **INFORMATION FROM SUCCESSFUL BIDDER**

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

### **OFFICIAL STATEMENT**

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

### **FULL CONTINUING DISCLOSURE UNDERTAKING**

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

### **NO BANK QUALIFICATION**

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

## **BOND INSURANCE AT UNDERWRITER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: June 7, 2021

BY ORDER OF THE NORTH MANKATO CITY COUNCIL

/s/ John Harrenstein

City Administrator

Additional information may be obtained from:

Northland Securities, Inc.

150 South 5<sup>th</sup> Street, Suite 3300

Minneapolis, Minnesota 55402

Telephone No.: 612-851-5900

## EXHIBIT A

### *[FORM OF ISSUE PRICE CERTIFICATE – COMPETITIVE SALE SATISFIED]*

The undersigned, on behalf of \_\_\_\_\_ (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the General Obligation Bonds, Series 2021A (the "Bonds") of the City of North Mankato, Minnesota (the "Issuer").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in **Schedule A** (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as **Schedule B** is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Taft Stettinius & Hollister LLP, Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: August 17, 2021.

*[FORM OF ISSUE PRICE CERTIFICATE – HOLD-THE-OFFERING-PRICE RULE APPLIES]*

The undersigned, on behalf of \_\_\_\_\_ (the "Underwriter"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of General Obligation Bonds, Series 2021A (the "Bonds") of the City of North Mankato, Minnesota (the "Issuer").

1. Initial Offering Price of the Bonds.

(a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Defined Terms.

(a) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_), or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Taft Stettinius & Hollister LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: August 17, 2021.

# **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](http://www.northlandsecurities.com)

Member FINRA and SIPC | Registered with SEC and MSRB

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## 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.

<b>Purpose</b>	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.				
<b>Security</b>	<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"><li>• Property tax levies.</li><li>• Tax increment income generated within the City's Tax Increment Financing District No. 26.</li><li>• One half percent sales tax on local food and beverages purchases</li></ul>				
<b>Repayment Term</b>	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.				
<b>Estimated Interest Rate</b>	<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%				
<b>Prepayment Option</b>	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.				
<b>Rating</b>	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.				
<b>Tax Status</b>	The Bonds will be tax-exempt, non-bank qualified obligations.				
<b>Risk Factors</b>	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 4.				
<b>Type of Bond Sale</b>	Public Sale - Competitive Bids				
<b>Proposals Received</b>	Monday, July 19, 2021 @ 10:30 A.M.				
<b>Council Consideration</b>	Monday, July 19, 2021 @ 7:00 P.M.				

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## 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
<b>Sources Of Funds</b>				
Par Amount of Bonds	\$435,000.00	\$1,780,000.00	\$9,150,000.00	\$11,365,000.00
<b>Total Sources</b>	<b>\$435,000.00</b>	<b>\$1,780,000.00</b>	<b>\$9,150,000.00</b>	<b>\$11,365,000.00</b>
<b>Uses Of Funds</b>				
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
<b>Total Uses</b>	<b>\$435,000.00</b>	<b>\$1,780,000.00</b>	<b>\$9,150,000.00</b>	<b>\$11,365,000.00</b>

### 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.

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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
<b>Total</b>	<b>\$11,365,000.00</b>	-	<b>\$2,292,990.88</b>	<b>\$13,657,990.88</b>	-

### 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%
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## 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
<b>Total</b>	<b>\$435,000.00</b>	-	<b>\$62,463.58</b>	<b>\$497,463.58</b>	-

## 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
<b>Total</b>	<b>\$1,780,000.00</b>	-	<b>\$261,301.47</b>	<b>\$2,041,301.47</b>	-

## 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
<b>Total</b>	<b>\$9,150,000.00</b>	-	<b>\$1,969,225.83</b>	<b>\$11,119,225.83</b>	-

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## 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	<b>City Council Action,</b> 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.	<b>City Council Action,</b> Northland, Bond Counsel
August 17	Closing on the Bonds (Proceeds Available)	Northland, City, Bond Counsel

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## 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.

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10C	Department: Administration	Council Meeting Date: 6/7/21																												
<b>TITLE OF ISSUE: Consider Resolution Terminating a Declared Local Emergency.</b>																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION: By adopting the resolution the City Council agrees it is safe to resume in-person meetings as stated by the Governor in Executive Order 21-21. The resolution continues to provide discretionary authorization to staff to review practices and policies to adjust to post COVID.</b>																														
<i>If additional space is required, attach a separate sheet</i>																														
<b>REQUESTED COUNCIL ACTION: Adopt Resolution Terminating a Declared Local Emergency.</b>																														
<b>For Clerk's Use:</b>  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>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>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>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																													
_____	_____	Steiner																												
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_____	_____	Whitlock																												
_____	_____	Dehen																												
Resolution	Ordinance	Contract	Minutes	Map																										
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
<input type="checkbox"/> Workshop  <input checked="" type="checkbox"/> Regular Meeting  <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																													

## **RESOLUTION**

### **CITY OF NORTH MANKATO, MINNESOTA**

#### **A RESOLUTION TERMINATING A DECLARED LOCAL EMERGENCY**

**WHEREAS**, the Mayor of the City of North Mankato, Minnesota, (“City”) by proclamation dated April 3, 2020, declared that a local emergency is in effect in the City until further action of the City Council, or as long as the State of Minnesota peacetime emergency declaration of the Governor’s Executive Order 20-01 remains in effect;

**WHEREAS**, the City Council of the City of North Mankato on April 6, 2020, agreed with the Mayor’s determination and adopted Resolution No. 33-20 Extending the Period of a Mayor-Declared local Emergency until further action of the City Council, or as long as the State of Minnesota peacetime emergency declaration of the Governor’s Executive Order 20-01 remains in effect;

**WHEREAS**, the City Administrator of the City of North Mankato, Minnesota, by proclamation dated March 27, 2020, declared that all city meetings should be held by telephone or other electronic means pursuant to Minnesota Statute, section 13D.021 until further action of the City Council, or as long as the State of Minnesota peacetime emergency declaration of the Governor’s Executive Order 20-01 remains in effect;

**WHEREAS**, the Council finds that the emergency which involved an outbreak of infectious disease (COVID-19), was a highly fluid and evolving situation, and the local emergency declaration allowed the Council to take appropriate action for the safety of City staff and the public;

**WHEREAS**, on May 6, 2021, Governor Tim Walz issued Emergency Executive Order 21-21 safely sunseting COVID-19 public health restrictions, amending Emergency Executive Order 20-55, 20-81 and 21-22 and rescinding Emergency Executive Orders 20-19, 20-23, 20-26, 20-28, 20-39, 20- 43, 20-46, 20-50, 20-51, 20-54, 20-55, 20-58, 20-70, 20-81, 20-82, 20-86, 20-94, 20-95, 20-101, 21- 02, and 21-11;

**WHEREAS**, based on current trends and guidance from public health experts, we are ready to begin safely transitioning back to more normal operations at the City of North Mankato including but not limited to in person meetings for Council, Boards and Commissions

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

1. Resolution No. 33-20 Enacted Pursuant to Minnesota Statutes Section 12.29 Extending the Period of Mayor-Declared Local Emergency is no longer in effect.
2. The City Council, by adopting this Resolution, agrees that in person meetings are safe to resume as per Emergency Executive Order 21-21; and

3. The Mayor and City Council hereby direct City staff in their ongoing review of City ordinances, regulatory requirements, operations, practices, events, and resources to determine precautions needed to return to in person meetings for the health of safety of the employees and residents of the City of North Mankato under the direction and coordination of the City Administrator

Adopted by the City Council this 7<sup>th</sup> day of June 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk