

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 April 19, 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, City Planner Lassonde, 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 Steiner moved, seconded by Council Member Norland, to approve the agenda as presented. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Approval of Council Minutes from the April 5, 2021, Council Meeting.

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council meeting of April 5, 2021. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes from April 12, 2021, Council Meeting Work Session.

Council Member Oachs moved, seconded by Council Member Norland, to approve the minutes of the Council Work Session of April 12, 2021. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 32-21 Accepting Donations/Contributions/Grants.
- C. Approved Audio Permit for July 24, 2021, from noon to 11:00 p.m. on the 200 Block of Belgrade Avenue for Blues on Belgrade.
- D. Approved Audio Permit for June 5, 2021, from 10:00 a.m. to 7:00 p.m. at 1119 Center Street for the Mankato Brewery BBQ Event.
- E. Approved Audio Permits for April 23, 24, and 30, 2021, at 232 Belgrade Avenue.

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

Public Comments Concerning Business Items on the Agenda

None.

Business Items

Res. No. 33-21 Accepting Bid 2021 Belgrade Alley Improvements Project No. 21-01 CD.

City Engineer Sarff reported the project coincides with the Frandsen Bank redevelopment. The reconstruction of the alley is part of the improvement project for the area. Bids were opened on

Tuesday, April 13, 2021, at 11:00 a.m. The project includes the reconstruction of the alley north of Belgrade Avenue from Range Street to Wall Street. Three bids were received:

W.W. Blacktopping, Inc.	\$84,827.50
Nielsen Blacktopping, Inc.	\$97,453.00
Chambers Excavating & Trucking, LLC	\$116,330.00

The low bidder for the project is W.W. Blacktopping, Inc., from Mankato, Minnesota. The low bid is approximately 11% over the Engineer's Estimate, and the next lowest bid was approximately 15% over the low bid. Staff recommends approval of the bid.

City Engineer Sarff commented the City also received the bids for the Belgrade Avenue Street Lighting and Sidewalk Replacement project, but the bids came in high, and staff decided to rebid the project next spring.

Mayor Dehen requested clarification on if the right of way was changed through negotiations. City Engineer Sarff reported the garage located on City-owned property would be removed, but the City could not obtain an easement from the owners of the Circle Inn, so the alley will swing north.

Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res. No. 33-21 Accepting Bid 2021 Belgrade Alley Improvements Project No. 21-01 CD. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Receive Draft Webster Avenue Area Plan.

City Planner Lassonde presented a PowerPoint highlighting the purpose and results of the study. The purpose of the study is to examine land use around Webster Avenue, identifying redevelopment and revitalization opportunities, outline a shared vision by the City, citizens, businesses, and property owners, and provide a framework for investment and policy consistent with the City of North Mankato goals. The plan has undergone public engagement with 5 Steering Committee Meetings, 2 Visioning Meetings, and 11 Targeted Stakeholder Meetings. The City plans on conducting an open house following the Council's acceptance of the draft plan. City Planner Lassonde reviewed the guiding principles, which included recognizing Webster Avenue's contributions to the area and future goals for the corridor. The vision statement states, "Webster Avenue, is a diverse area offering a stable and supportive business environment with regional connectivity, destination recreational resources, and hospitality to meet the needs of both area citizens and those visiting North Mankato."

The study first reviewed the existing conditions, including a traffic study and a Market Analysis. The traffic study examined the daily business and vehicle counts for eight locations on Webster Avenue and reviewed accidents along the corridor. The traffic study also noted crashes above the expected normal range at the corner of Range and Webster Avenue and traffic backing up on Range Street to Webster Avenue. The Market Analysis used a trade area of Nicollet and Blue Earth County. Conclusions drawn from the Market Analysis focused on multi-family housing development, develop opportunities for flex space, incentivize improvements to buildings and property owners, and create a plan for Norwood Inn. The Future Land Use and City Goals relevant to the Webster Avenue Plan include strengthening the local economy with new commercial and light industrial uses, promoting infill development, strengthening area amenities, particularly parks and recreation spaces, and improving streetscaping and mobility infrastructure.

City Planner Lassonde reviewed the four focus areas: Parks & Recreational Uses, Commercial & Light Industrial, Hospitality & Destination, and Transportation Improvements. Highlights from the discussion included promoting and prioritizing connectivity to the Park and trail system from

surrounding residential areas, considering redevelopment of the Public Works Yard as multi-unit housing and commercial uses, continuing to work with the Mankato Brewery and area landowners to foster a mixed-use industrial entertainment district, and maintaining an at-grade, full-access intersection at the intersections of Highway 169 and Webster Avenue.

City Planner Lassonde noted the connection to other area plans, including the City of Mankato's Riverside North Area-Wide Plan and the Highway 169 Corridor Study. A review of three potential intersection improvement concepts was discussed. He reported the Webster Avenue Steering Committee was presented preliminary ideas, including a signalized intersection, a roundabout, and a Reduced Conflict U-Turn. The Steering Committee supported the signalized options or a roundabout but did not support the RCUT.

City Planner Lassonde completed his presentation by noting that if Council accepts the Draft Webster Avenue Area Plan, an open house will be planned for early May. A final draft will be brought before Council for adoption on May 17, 2021.

Council Member Whitlock noted Mankato's Riverside North Area-Wide Plan includes the redevelopment of the Dutler Bowl building, which may encourage development in the area. He was interested in the redevelopment of the Public Works yard as Multi-Family housing, especially with the proximity to the parks and swim facility.

Council Member Norland requested clarification on how the methane was being managed at the Public Works Yard because the property was once a dump. City Planner Lassonde reported the City is working with the MPCA to manage the methane and potentially obtain funding from the MPCA or MNDEED to redevelop the site.

Council Member Oachs thanked the staff for the plan and the cooperation with Mankato when considering the corridor.

Council Member Steiner thanked staff and concurred with previous Council statements.

Mayor Dehen suggested if it was decided to close the Speedway Webster Avenue access, it might be good to expand the Range Street access to Speedway.

Mayor Dehen also commented that it might be beneficial to close the east side Sign-pro access and expand the west side to align with the Norwood Inn access. City Planner Lassonde stated the City had begun preliminary discussions with the property owner concerning the changes.

Authorize City Administrator to Execute Operating Agreement with Mankato United Soccer Club.

City Administrator Harrenstein reviewed the proposed agreement with the primary tenant of Caswell North Soccer Complex, Mankato United Soccer Club. This is a sixteen-year agreement, and corresponds with the dates of debt to finance the artificial turf. The first payment will be due in 2022. The terms are \$45,000 per year for three years, and after that, such fee shall increase by one and a half percent each year or by the rate of inflation, whichever is greater. The Club will receive a credit of 80% of field rental fees charged to users others than the City or ISD 77 for the Facility. The City agrees to not enter into a third party agreement with another soccer club for priority use of the facility, and the Club's MYSA league shall have scheduling priority over any program operated by the City. Gate fees will be retained by the organization holding the event. A Caswell North Operating Committee comprising at least two representatives appointed by the City Administrator and at least two representatives appointed by the Club will be established. The committee will meet monthly to review the field maintenance plan, discuss scheduling and facility usage, coordinate sponsorship sales and marketing placement, coordinate program offerings, and any other issues related to the Operating Agreement. Mayor Dehen thanked the City Administrator for the agreement that will benefit both organizations.

Council Member Norland moved, seconded by Council Member Steiner, to Authorize City Administrator to Execute Operating Agreement with Mankato United Soccer Club. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.

Authorize City Administrator to Execute Donation Agreement with Mankato United Soccer.

City Administrator Harrenstein reported the agreement outlines the Club's donation agreement of \$500,000 over the 16 years. The Club will donate \$100,000 30 days following the commencement of construction and \$26,666 a year every year after. City Administrator Harrenstein noted the School District is a partner in the expansion of Caswell North as the Facility is built on ground owned by the School District.

Council Member Whitlock moved, seconded by Council Member Norland, to authorize City Administrator to Execute Donation Agreement with Mankato United Soccer.

Open Forum

Bill Young, 717 Nicollet Avenue, spoke before Council and encouraged them to consider allowing golf carts on city streets.

Paul Jakes, 2125 Red Tail Lane, spoke before Council and urged the City Council to consider letting golf carts on city streets.

Shanda Stoltzman, 203 S. Lake Street, spoke before Council and encouraged the City Council to consider allowing golf carts on City streets.

Torrey Rand, 833 Lyndale St., spoke before Council and urged the City Council to consider letting golf carts on City Streets.

City Administrator and Staff Comments

Public Works Director Host reminded residents about the Spring Drop-off and reported a paper shredding truck will be available on Saturday, May 1, 2021, from 8:00 a.m. until the unit is filled.

Community Development Director Fischer said the second zoom meeting on pollinator gardens would occur on Thursday, April 22nd at 6:00 p.m., and an in-person event will occur on June 26, 2021, including planting the demonstration plots at City Hall.

Mayor and Council Comments

Council Member Whitlock stated he appreciated the calls to reconsider the golf carts and indicated he was interested in continuing the conversation.

Council Member Oachs reminded residents to sign up for Bookin' on Belgrade, which will be held on May 22nd, and encouraged residents to sign up for swim lessons.

Council Member Norland reported she would also be interested in hearing more about the golf carts.

Council Member Norland commented on House File 718, allowing cities to regulate pesticides in city limits and encourage residents to learn more.

Mayor Dehen thanked the Anthony Ford Foundation for their generous donation to help maintain the boards at the Spring Lake Park hockey rinks.

At 8:19 p.m., on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned.

Mayor

City Clerk



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 5-3-21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
03476	1ST CHOICE SECURITY	05/03/2021	Regular	0	4,150.00	94172
00005	A TO Z RENTAL CENTER	05/03/2021	Regular	0	80.00	94173
00008	A+ SYSTEMS GROUP	05/03/2021	Regular	0	224.55	94174
00012	ABDO, EICK & MEYERS, LLP	05/03/2021	Regular	0	20,000.00	94175
02787	ALPHA TRAINING & TACTICS LLC	05/03/2021	Regular	0	13,353.00	94176
00133	BELGRADE TOWNSHIP TREASURER	05/03/2021	Regular	0	1,210.00	94177
00182	BOYER TRUCKS	05/03/2021	Regular	0	183.45	94178
03193	BRUGMAN FENCING	05/03/2021	Regular	0	1,450.00	94179
03531	CARSTENSEN, KACIE	05/03/2021	Regular	0	120.00	94180
00233	CEMSTONE PRODUCTS COMPANY	05/03/2021	Regular	0	625.73	94181
02757	CINTAS	05/03/2021	Regular	0	112.53	94182
00255	CITY OF MANKATO	05/03/2021	Regular	0	1,719.40	94183
03527	CRYSTAL CLEAN	05/03/2021	Regular	0	6,145.52	94184
03501	DAVORI PRODUCTIONS	04/20/2021	Regular	0	290.00	94161
00364	DRUMMER'S GARDEN CENTER & FLORAL	05/03/2021	Regular	0	103.87	94185
03156	DVS RENEWAL	04/23/2021	Regular	0	14.25	94169
00401	EXPRESS SERVICES, INC.	05/03/2021	Regular	0	905.96	94186
00432	FLEETPRIDE	05/03/2021	Regular	0	13.62	94187
03528	FLEMING, DAVID	05/03/2021	Regular	0	330.00	94188
00465	GALE/CENGAGE LEARNING	05/03/2021	Regular	0	115.16	94189
00754	LEAGUE OF MINNESOTA CITIES	05/03/2021	Regular	0	780.00	94190
00800	MADDEN, GALANTER, HANSEN, LLP	05/03/2021	Regular	0	366.00	94191
02643	MANKATO KIWANIS	05/03/2021	Regular	0	42.00	94192
00835	MANKATO WEST ACTIVITIES DEPT	04/20/2021	Regular	0	99.37	94162
00847	MATHESON TRI-GAS, INC.	05/03/2021	Regular	0	27.14	94193
03532	MHSRC/RANGE	05/03/2021	Regular	0	1,650.00	94194
01037	NICOLLET COUNTY	05/03/2021	Regular	0	19,176.00	94195
01092	PARTNERS FOR AFFORDABLE HOUSING	04/23/2021	Regular	0	1,000.00	94170
03529	PETERSON, SARA	05/03/2021	Regular	0	6,398.00	94196
01106	PETTY CASH	05/03/2021	Regular	0	64.08	94197
01133	POWERPLAN/RDO EQUIPMENT	05/03/2021	Regular	0	585.76	94198
01170	RAMY TURF PRODUCTS	05/03/2021	Regular	0	503.25	94199
01191	RELiance ELECTRIC OF SOUTHERN MINNESOTA	05/03/2021	Regular	0	432.81	94200
01278	SHERWIN-WILLIAMS CO.	05/03/2021	Regular	0	123.75	94201
03535	SIKKILA, DANA	05/03/2021	Regular	0	1,500.00	94202
03533	SOUTH BEND FIRE DEPARTMENT	05/03/2021	Regular	0	240.00	94203
01302	SOUTH CENTRAL GLASS, INC.	05/03/2021	Regular	0	140.00	94204
03254	TAFT	05/03/2021	Regular	0	5,454.00	94205
01441	UNITED RENTALS, INC.	05/03/2021	Regular	0	96.75	94206
02591	UNITED TEAM ELITE	05/03/2021	Regular	0	6,225.00	94207
03534	VEITH CONSTRUCTION	05/03/2021	Regular	0	16,000.00	94208
03530	WOODEN SPOON	05/03/2021	Regular	0	121.24	94209
01562	ZAHL EQUIPMENT SERVICE, INC.	05/03/2021	Regular	0	687.30	94210
00007	A&B TRANSMISSIONS	04/21/2021	Bank Draft	0	800.00	DFT0005440
02033	AMAZON.COM	04/14/2021	Bank Draft	0	51.22	DFT0005402
00101	AT&T MOBILITY	04/14/2021	Bank Draft	0	49.72	DFT0005400
02740	BRANDT PRINTING	04/20/2021	Bank Draft	0	909.71	DFT0005423
00241	CHARTER COMMUNICATIONS	04/19/2021	Bank Draft	0	262.86	DFT0005418
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	70.97	DFT0005446
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	50.40	DFT0005447
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	1,544.64	DFT0005448
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	42.94	DFT0005449
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	44.40	DFT0005450
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	200.94	DFT0005451
02058	CONSOLIDATED COMMUNICATIONS	04/28/2021	Bank Draft	0	209.70	DFT0005452
00321	DAKOTA COUNTY TECHNICAL COLLEGE	04/26/2021	Bank Draft	0	1,000.00	DFT0005441
03248	FREDRIKSON & BYRON, P.A.	04/19/2021	Bank Draft	0	57.00	DFT0005420

03248	FREDRIKSON & BYRON, P.A.	04/19/2021	Bank Draft	0	38.00	DFT0005421
03248	FREDRIKSON & BYRON, P.A.	04/28/2021	Bank Draft	0	2,051.00	DFT0005445
00447	FREE PRESS	04/14/2021	Bank Draft	0	68.23	DFT0005399
00447	FREE PRESS	04/26/2021	Bank Draft	0	41.05	DFT0005428
00608	INGRAM LIBRARY SERVICES	04/13/2021	Bank Draft	0	3,096.55	DFT0005397
00733	LAKES GAS CO #10	04/19/2021	Bank Draft	0	81.50	DFT0005417
00733	LAKES GAS CO #10	04/28/2021	Bank Draft	0	199.00	DFT0005444
00775	LJP WASTE & RECYCLE, LLC	04/22/2021	Bank Draft	0	233.40	DFT0005425
00940	MINNESOTA RURAL WATER ASSOCIATION	04/20/2021	Bank Draft	0	325.00	DFT0005422
00910	MINNESOTA VALLEY TESTING LAB, INC.	04/15/2021	Bank Draft	0	123.50	DFT0005415
00910	MINNESOTA VALLEY TESTING LAB, INC.	04/16/2021	Bank Draft	0	61.75	DFT0005416
00910	MINNESOTA VALLEY TESTING LAB, INC.	04/19/2021	Bank Draft	0	53.40	DFT0005419
00910	MINNESOTA VALLEY TESTING LAB, INC.	04/23/2021	Bank Draft	0	61.75	DFT0005427
00910	MINNESOTA VALLEY TESTING LAB, INC.	04/26/2021	Bank Draft	0	72.00	DFT0005442
01322	SPRINT	04/26/2021	Bank Draft	0	35.31	DFT0005429
01335	STAPLES ADVANTAGE	04/14/2021	Bank Draft	0	117.73	DFT0005403
01335	STAPLES ADVANTAGE	04/21/2021	Bank Draft	0	95.77	DFT0005424
01335	STAPLES ADVANTAGE	04/27/2021	Bank Draft	0	59.70	DFT0005443
01470	VERIZON WIRELESS	04/14/2021	Bank Draft	0	33.10	DFT0005401
01525	WEST CENTRAL SANITATION, INC.	04/14/2021	Bank Draft	0	4,792.71	DFT0005398
00551	A.H. HERMEL COMPANY	05/05/2021	EFT	0	131.06	3831
00028	AFFORDABLE TOWING OF MANKATO, INC.	05/05/2021	EFT	0	441.25	3832
00036	ALEX AIR APPARATUS, INC.	05/05/2021	EFT	0	664.86	3833
00063	AMERICAN PEST CONTROL	05/05/2021	EFT	0	200.00	3834
01090	AMERICAN SOLUTIONS FOR BUSINESS	05/05/2021	EFT	0	6,683.10	3835
00105	AUTO VALUE MANKATO	05/05/2021	EFT	0	256.25	3836
00142	BETHANY LUTHERAN COLLEGE	05/05/2021	EFT	0	11,625.00	3837
00172	BOHRER, TOM	05/05/2021	EFT	0	337.55	3838
00174	BOLTON & MENK, INC.	05/05/2021	EFT	0	72,446.00	3839
00176	BORDER STATES ELECTRIC SUPPLY	05/05/2021	EFT	0	127.65	3840
00216	C & S SUPPLY CO, INC.	05/05/2021	EFT	0	65.92	3841
03226	ESRI	05/05/2021	EFT	0	100.00	3842
00439	FORSTER, DANIEL	05/05/2021	EFT	0	369.66	3843
00463	G & L AUTO SUPPLY, LLC	05/05/2021	EFT	0	998.07	3844
00460	G AND H READY MIX, LLC	05/05/2021	EFT	0	1,290.25	3845
01098	GILLETTE GROUP/PEPSI-COLA	05/05/2021	EFT	0	1,209.30	3846
02295	GRAYBAR	05/05/2021	EFT	0	214.35	3847
00657	JT SERVICES	05/05/2021	EFT	0	6,200.00	3848
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	05/05/2021	EFT	0	70.32	3849
00776	LLOYD LUMBER CO.	05/05/2021	EFT	0	3,303.62	3850
00874	MENARDS-MANKATO	05/05/2021	EFT	0	114.19	3851
00886	MIDSTATES EQUIPMENT & SUPPLY	05/05/2021	EFT	0	6,780.00	3852
00902	MINNESOTA IRON & METAL CO	05/05/2021	EFT	0	279.60	3853
03022	MINNESOTA PAVING & MATERIALS	05/05/2021	EFT	0	572.00	3854
02802	MINUTEMAN PRESS	05/05/2021	EFT	0	92.95	3855
00997	MTI DISTRIBUTING CO	05/05/2021	EFT	0	335.64	3856
01009	NAPA AUTO PARTS - MANKATO	05/05/2021	EFT	0	63.36	3857
01052	NORTH CENTRAL INTERNATIONAL	05/05/2021	EFT	0	2,204.15	3858
02245	ONSITE	05/05/2021	EFT	0	383.91	3859
01402	POMPS TIRE	05/05/2021	EFT	0	168.02	3860
01179	RED FEATHER PAPER CO.	05/05/2021	EFT	0	78.20	3861
02281	REINDERS	05/05/2021	EFT	0	1,016.44	3862
01198	RETROFIT COMPANIES, INC.	05/05/2021	EFT	0	711.29	3863
01211	RIVER BEND BUSINESS PRODUCTS	05/05/2021	EFT	0	662.62	3864
01281	SIGN PRO	05/05/2021	EFT	0	483.00	3865
01286	SKARPOHL PRESSURE WASHER SALES	05/05/2021	EFT	0	84.45	3866
03191	US SOLAR	05/05/2021	EFT	0	4,159.67	3867
01492	WACO SCAFFOLDING & SUPPLY CO.	05/05/2021	EFT	0	156.28	3868
01552	WW BLACKTOPPING, INC	05/05/2021	EFT	0	104,315.94	3869
00229	CASEY'S GENERAL STORES, INC.	04/14/2021	Bank Draft	0	70.22	DFT0005404
00234	CENTER POINT ENERGY	04/14/2021	Bank Draft	0	74.45	DFT0005395
00234	CENTER POINT ENERGY	04/14/2021	Bank Draft	0	91.71	DFT0005396
02003	MINNESOTA DEPT OF REVENUE	04/22/2021	Bank Draft	0	5,368.58	DFT0005411
01477	VIKING ELECTRIC SUPPLY, INC.	04/15/2021	Bank Draft	0	33.02	DFT0005405
01477	VIKING ELECTRIC SUPPLY, INC.	04/26/2021	Bank Draft	0	901.76	DFT0005430
01557	XCEL ENERGY	04/14/2021	Bank Draft	0	168.70	DFT0005394
01557	XCEL ENERGY	04/19/2021	Bank Draft	0	68.93	DFT0005426

Authorization Signatures**All Council**

The above manual and regular claims lists for 5-3-21 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

SANDRA OACHS- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER



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

Audio Permit _____ 2019
Park Permit _____ 2019

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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

AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND DATE OF EVENT: 9/25/21
☒ DJ/KARAOKE MACHINE BEGIN TIME: 8:00 am
☐ OTHER: _____ END TIME: 1:00 pm

LOCATION / SHELTER: Spring Lake Park Shelter 1,2,3

EVENT NAME: Our Community Has Heart Event 2021

ONSITE COORDINATOR: _____ PRINT NAME: Kristen Thomas

MOBILE NUMBER: 507-317-2180

☒ 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: _____

DATE: 4/14/2021

CITY CLERK: _____

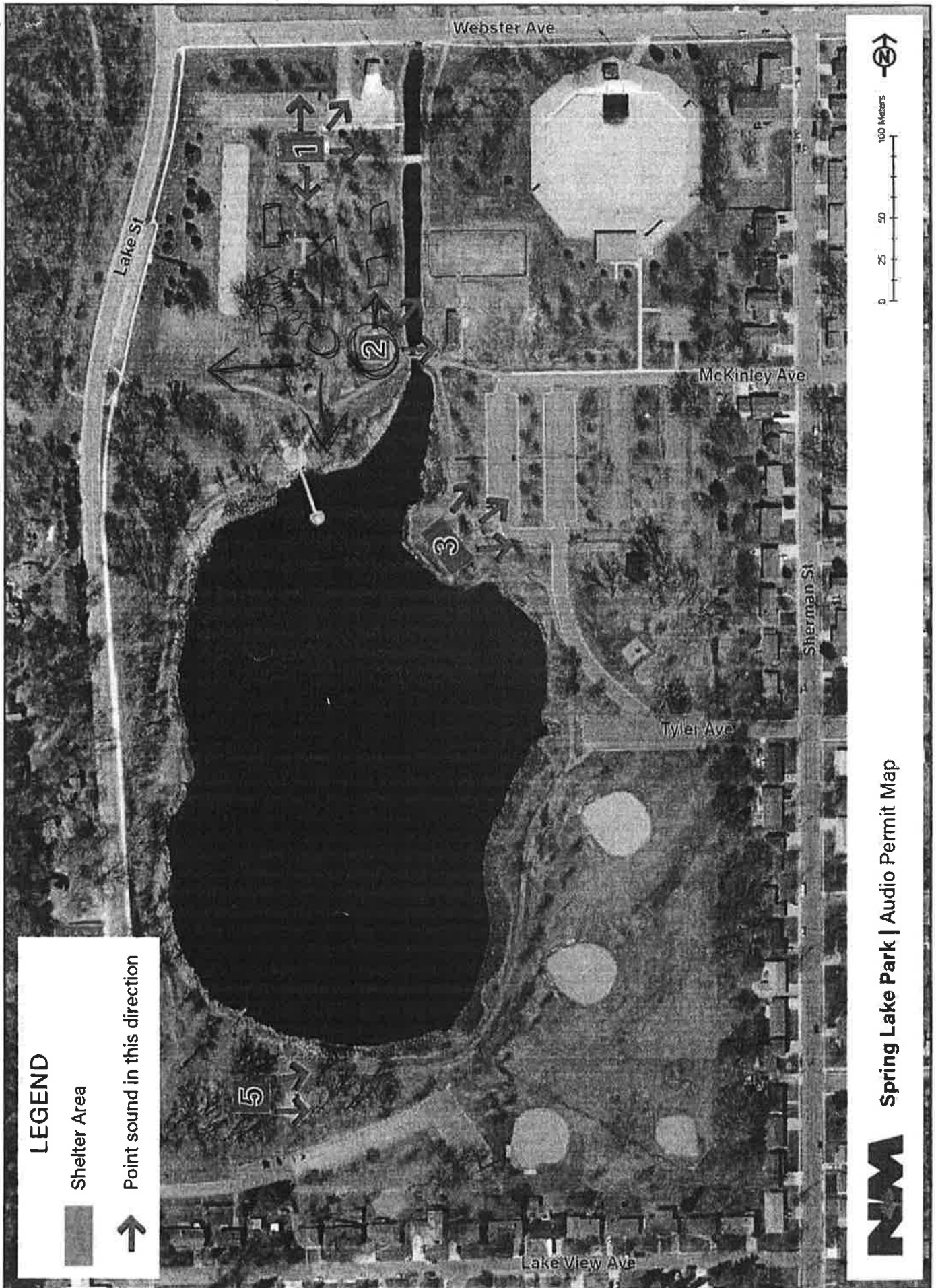
☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE

☒ \$25.00 FEE

STAFF INITIALS _____

Waived - Paid in 2020, Event cancelled due to COVID





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~~

Thirty (30) days in advance of the parade date.

Name of Applicant <i>Lasting Imprint</i> Kristen Thomas	Address 38904 State Hwy 99 St Peter 56082	Phone 507-317-2180	Email Kristen.Thomas@lasting imprint.org
Sponsoring Organization Name Lasting Imprint	Address PO Box 201 Mankato 56002	Phone 507-317-2180	
Contact during event Kristen Thomas		Phone 507-317-2180	
Event Location Spring Lake	Date 9-25-2021	From Time 8:00am	To 1:00pm
Occasion for Parade 5K/10K awareness Run / walk. 1.5 awareness walk			
Parade Description / Composition We will start and finish at spring lake families will walk/run to help raise awareness for CHD.			

Estimated Number of Participants: 200 people

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.

K. Thomas
Applicant

4-16-2021
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.

[Signature]
Chief of Police

4/26/21
Date

Caswell Sports Director

Date

Permit #: _____-2021

Start Time: 6:30am setup 8:00 start

Fee: \$

Date: 9-25-2021

Stop Time: 12:30tear down 1:00pm out

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

Event Name: Our Community Has Heart # of People 500-700

Name: Kristen Thomas / Lasting Imprint

Address: 38904 State Hwy 99 / PO Box 261

City: St Peter 56082 / Mankato 56002 State: MN Zip

Phone: 507-317-2180 Email: Kristen.thomas@lastingimprint.org

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

Notes: *Bounce House requires waiver Tents, Bounce House

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

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

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

Allowed

Prohibited

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

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

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

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

SIGNED: _____

Kristen Thomas
Applicant

4-15-2021
Date

☐ APPROVED ☐ DENIED

☐ REFER TO COUNCIL

City Clerk

Date

Receipt # _____ Book _____ Online _____ Park 12 Police _____ Staff Initials _____



MIPUEBL-03

CARJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2021

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).

PRODUCER Heartman Insurance 1186 South Highway 3 Northfield, MN 55057	CONTACT NAME:	PHONE (A/C, No, Ext): (507) 645-5693	FAX (A/C, No): (507) 645-8539
	E-MAIL ADDRESS: info@heartman.com		
INSURED Mi Pueblo Tres LLC dba Mi Pueblo Mexican Restaurant 1754 Commerce Dr Ste 103 North Mankato, MN 56003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Integrity Mutual Insurance Co		14303
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BP 2815678	8/13/2020	8/13/2021	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP 2815867	8/13/2020	8/13/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			BP 2815678	8/13/2020	8/13/2021	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Liquor Liability is continuous until cancelled.

CERTIFICATE HOLDER

CANCELLATION

City of North Mankato
1001 Belgrade Ave
North Mankato, MN 56003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2021

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).

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

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"/> COMMERCIAL GENERAL LIABILITY <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 OTHER: Only One Location	Y	Y	77272683	03/15/2021	03/15/2022	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 - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	77272683	03/15/2021	03/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$	Y	Y	53272683	03/15/2021	03/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC01000559242021A	03/15/2021	03/15/2022	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
A	Liquor Liability	Y	Y	77272683	03/15/2021	03/15/2022	Per Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Choice Hotels International, Inc., our affiliates and subsidiaries, our and their respective officers, directors, agents, partners and employees are named as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Choice Hotels International, Inc. C/O Vertikal
1001 E. 101st Terrace Ste 235

Kansas City

MO 64131

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION APPROVING
CONSENT ASSESSMENT AGREEMENT

WHEREAS, the City of North Mankato has, at the property owner's request, paid for certain improvements that will benefit such property, specifically repair/replacement of water pipe for the following described real estate:

532 PAGE AVENUE

PIN #18.612.0150

Block 2 Lot 8 Subdivision Cd 18612 Subdivision Name Lakeview Add.

Cost: \$16,000.00

WHEREAS, the property owner desires that the cost of the water line be made as a special assessment against the property; and

WHEREAS, the property owner has executed a consent assessment agreement;

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

That the attached consent assessment agreement is approved and that the City Clerk is directed to forward a certified copy of this resolution along with a copy of the consent assessment agreement to the Nicollet County Auditor.

Adopted by the City Council this 3rd day of May 2021.

Mayor

ATTEST:

City Clerk

CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) and Dan McCabe.

The parties are guided in reaching this agreement by the following facts:

1. Owner's property is described as follows:
532 Page Avenue
PIN #18.612.0150
Block 2 Lot 8 Subdivision Cd 18612 Subdivision Name Lakeview Add.
2. Owner replaced the sewer line.
3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
4. City is willing to pay for the repair in consideration for the owner's consent to the assessment.

The parties therefore make the following agreement:

1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$16,000.00. The assessment shall be payable in equal installments extending over a period of ten (10) years and bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor.

Adopted this _____ day of _____, 2021.

City of North Mankato

By: _____

Its: _____



Property Owner

Property Owner

Veith Construction, LLC

23342 589th Ave

Mankato, MN 56001

veithconstruction@gmail.com

507-351-2195

Invoice

Date	Invoice #
3/12/2021	2839

Bill To

McCabe, Dan

532 Page Ave

North Mankato, MN 56003

Description	Quantity	Rate	Amount
Emergency Sewer Line Repair - replaced line from house to main, temporary patch		11,000.00	11,000.00
Curb/Sidewalk and Blacktop replacement - to be completed when weather permits		5,000.00	5,000.00
Total			\$16,000.00



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

Audio Permit _____ 2021
Park Permit _____ 2021

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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

AMPLIFIED SOUND: ☐ LIVE MUSIC/BAND DATE OF EVENT: 5/8/2021
☐ DJ/KARAOKE MACHINE BEGIN TIME: 2 pm
☐ OTHER: _____ END TIME: 5 pm

LOCATION / SHELTER: Shelter #1

EVENT NAME: Cinco de mayo celebration

ONSITE COORDINATOR: _____ PRINT NAME: April Van Genderen

MOBILE NUMBER: 507-625-4141

☐ 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:  DATE: 4/28/21

CITY CLERK: _____ ☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

PARK PERMIT

Permit #: _____-2021

Start Time: 2 pm

Fee: \$ _____

Date: _____

Stop Time: 5 pm

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

Event Name: Cinco de Mayo celebration # of People 100-150

Name: April Van Gendren

Address: 1001 Belgrade Ave.

City: North Mankato State: MN Zip: 56003

Phone: 507-625-4141 Email: aprilv@northmankato.com

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

Notes: _____

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

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

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

Allowed

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

Prohibited

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

☒

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

☐

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

SIGNED: _____

Applicant

Date

☒ APPROVED ☐ DENIED

☐ REFER TO COUNCIL

City Clerk

Date

Receipt # _____ Book _____ Online _____ Park _____ Police _____ Staff Initials _____

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:

That part of the 5.00 foot wide utility easement located along the westerly line of Lot 1, Block 2, Trail's West Estates, which lies coincident with and easterly and northerly of the following described line:

Commencing at the southeast corner of said Lot 1; thence North 89 degrees 34 minutes 18 seconds West, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the south line of said Lot 1, a distance of 92.24 feet to the southwesterly corner of said Lot 1; thence North 00 degrees 08 minutes 19 seconds West, along the westerly line of said Lot 1, a distance of 10.00 feet to the point of beginning; thence continuing North 00 degrees 08 minutes 19 seconds West, along said line, a distance of 63.00 feet; thence North 89 degrees 34 minutes 36 seconds West, along said line, a distance of 27.00 feet and there terminating.

Dated this 28 day of April 2021.

Ben Cameron
Witness

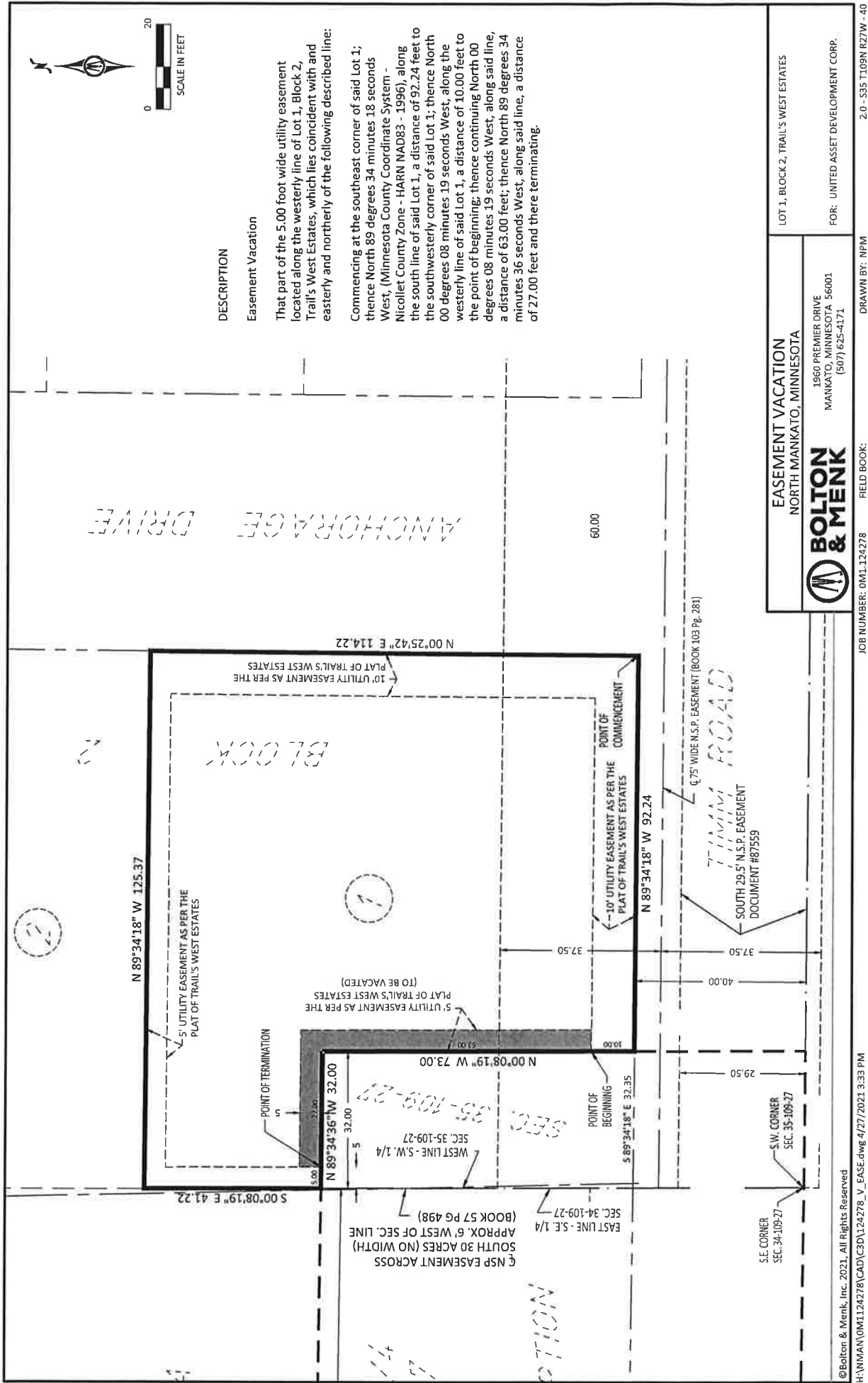
Gary Wolters
Gary Wolters
United Assets Development Corporation

Received by City Clerk:

Date

City Clerk

GW



**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 May 17, 2021, in the City Hall located at 1001 Belgrade Avenue at 7:00 pm to consider a proposed utility easement vacation legally described as:

That part of the 5.00-foot wide utility easement is located along the westerly line of Lot 1, Block 2, Trail's West Estates. The full legal description is available at www.northmankato.com or by contacting the City Clerk at 507-625-4141.

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 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 no later than 5:00 pm on Monday, May 17, 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, May 17, 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, May 17, 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 May 17, 2021, to be placed on the public hearing agenda. You may do so by calling City Hall (507) 625-4141, emailing aprilv@northmankato.com. Please call 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

Dated this 3rd day of May 2021.

SIGNED BY:

/s/April Van Genderen
(City Clerk)

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item: 9A	Department: Community Dev.	Council Meeting Date: 5/3/21																																																																			
TITLE OF ISSUE: Consider Adopting Ordinance No. 142 Annexing Land Located in Belgrade Township, Nicollet County Minnesota Pursuant to Minnesota Statutes 414.033 Subdivision 5, Permitting Annexation by Ordinance.																																																																					
BACKGROUND AND SUPPLEMENTAL INFORMATION: Community Development Director Fischer will review the proposed annexation ordinance.																																																																					
If additional space is required, attach a separate sheet																																																																					
REQUESTED COUNCIL ACTION: Adopt Ordinance No. 142 Annexing Land Located in Belgrade Township, Nicollet County Minnesota Pursuant to Minnesota Statutes 414.033 Subdivision 5, Permitting Annexation by Ordinance.																																																																					
For Clerk's Use: 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 style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Oachs</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Whitlock</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Steiner</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Norland</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Dehen</td> <td></td> </tr> </table>	Vote Record:	Aye	Nay							_____	_____				Oachs			_____	_____				Whitlock			_____	_____				Steiner			_____	_____				Norland			_____	_____				Dehen		<table style="width: 100%; border: none;"> <tr> <th colspan="5" style="text-align: center; padding-bottom: 5px;">SUPPORTING DOCUMENTS ATTACHED</th> </tr> <tr> <td style="width: 20%; text-align: center;">Resolution</td> <td style="width: 20%; text-align: center;">Ordinance</td> <td style="width: 20%; text-align: center;">Contract</td> <td style="width: 20%; text-align: center;">Minutes</td> <td style="width: 20%; text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <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> </tr> <tr> <td colspan="5" style="padding-top: 5px;"> Other (specify) _____ _____ _____ _____ </td> </tr> </table>	SUPPORTING DOCUMENTS ATTACHED					Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____ _____ _____ _____				
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ORDINANCE NO. 142

AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA ANNEXING LAND LOCATED IN BELGRADE TOWNSHIP, NICOLLET COUNTY MINNESOTA PURSUANT TO MINNESOTA STATUTES § 414.033 SUBDIVISION 5, PERMITTING ANNEXATION BY ORDINANCE

WHEREAS, a majority of the property owners of the land described below have petitioned the North Mankato City Council to annex this territory to the City of North Mankato pursuant to Minnesota Statute Section 414.033, Subd. 5; and

WHEREAS, the property is directly adjacent to and abutting of the City of North Mankato City Limits; and

WHEREAS, the property is not presently part of any incorporated city; and

WHEREAS, the property consists of un-platted land in the Belgrade Township, Nicollet County, containing approximately 2.57 acres in one parcel owned by one property owner.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH MANKATO HEREBY ORDAINS AS FOLLOWS:

SECTION I. The City Council hereby determines that the property as hereinafter described abuts the city limits and is or is about to become urban or suburban in nature.

SECTION II. That the City of North Mankato's corporate limits are hereby extended to include land as described and the same is hereby annexed and included within the City.

SECTION III. That the territory to be annexed is described as:

That part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Beginning at the southwesterly corner of G.P.H. Subdivision, according to the plat thereof on file and of record with the Nicollet County Recorder; thence North 84 degrees 09 minutes 19 seconds West,

(Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the northerly right of way line of Pleasant View Drive, according to the plat of North Ridge Estates Phase XI, on file and of record with the Nicollet County Recorder, a distance of 291.70 feet to monument B52064 according to Nicollet County Right Of Way Plat No. 26, on file and of record with the Nicollet County Recorder; thence North 07 degrees 12 minutes 25 seconds East, along the easterly line of Parcel 9N4 of said Right Of Way Plat, a distance of 20.33 feet to monument B52063 of said Right Of Way Plat; thence North 82 degrees 47 minutes 35 seconds West, along the northerly line of said Parcel 9N4, a distance of 37.00 feet; thence North 00 degrees 07 minutes 37 seconds West, a distance of 216.43 feet; thence North 18 degrees 33 minutes 34 seconds East, a distance of 163.04 feet to monument B52058 of said Right Of Way Plat, said point being on the southerly right of way line of U.S. Highway No. 14; thence South 66 degrees 37 minutes 19 seconds East, along said southerly right of way line, a distance of 296.85 feet to the point of intersection with the westerly line of said G.P.H. Subdivision; thence South

00 degrees 04 minutes 40 seconds East, along said westerly line, a distance of 307.71 feet to the point of beginning. Containing 2.57 acres.

SECTION IV. The City of North Mankato pursuant to Minnesota Statutes 414.036, and in accordance with the reimbursement agreement (Exhibit A) with respect to the property taxes payable on the area legally described herein, hereby annexed, shall make a cash payment to Belgrade Township of \$1,210.00 and shall not receive any further property tax income from the land commencing with the tax year 2021.

SECTION V. That the City Clerk of the City of North Mankato is hereby authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Nicollet County Auditor and the Belgrade Township Clerk.

SECTION VI. That this Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the Office of Administrative Hearings.

PASSED AND ADOPTED by the City Council of the City of North Mankato, Minnesota, this 3rd day of May, 2021.

Mayor

ATTEST:

City Clerk

ANNEXATION REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF NORTH MANKATO
AND BELGRADE TOWNSHIP

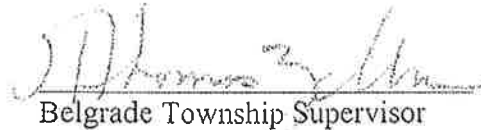
Pursuant to Minn. Stat. Sec. 414.036:

Unless otherwise agreed to by the annexing municipality and the affected town, when an order or other approval under this chapter annexes part of a town to a municipality the order or other approval must provide a reimbursement from the municipality to the town for all or part of the taxable property annexed as part of the order. The reimbursement shall be completed in substantially equal payments over not less than two nor more than eight years from the time of annexation. The municipality must reimburse the township for all special assessments assigned by the townships to the annexed property and any portion of debt incurred by the town prior to the annexation and attributable to the property to be annexed but for which no special assessments are outstanding, in substantially equal payments over a period of not less than two or no more than eight years.

In accordance with this State Statute, the City of North Mankato will reimburse Belgrade Township an annual amount based on the property taxes collected by Belgrade Township in the last year it collected taxes on any land valued over \$50,000 which the City of North Mankato annexes into its City limits. There will be no reimbursement for land valued under \$50,000 which the City annexes. Any reimbursement shall be paid for a period of five years. The City reserves the right to pre-pay at any time.



Mayor, City of North Mankato



Belgrade Township Supervisor

1-10-07

Date

1-9-2007

Date



CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item: 9B	Department: Administration	Council Meeting Date: 5/3/21																												
TITLE OF ISSUE: Consider Resolution Receiving Donation from Mankato Area Softball Association and Accepting Terms of the Agreement.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: City Administrator Harrenstein will review the Memorandum of Understanding.																														
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REQUESTED COUNCIL ACTION: Adopt Resolution Receiving Donation from Mankato Area Softball Association and Accepting Terms of the Agreement.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input 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"/>
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RESOLUTION RECEIVING DONATION FROM MANKATO AREA SOFTBALL
ASSOCIATION AND ACCEPTING TERMS OF THE AGREEMENT

WHEREAS, the City of North Mankato and the Mankato Area Softball Association have entered into a Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding outlines the responsibilities of the City of North Mankato and the Mankato Area Softball Association; and

WHEREAS, the City of North Mankato finds that acceptance of the Memorandum of Understanding would be in the public interest; and

WHEREAS, the Council authorized the staff to pursue an agreement with Mankato Area Softball Association at the February 22, 2021, Council Work Session; and

WHEREAS, the agreement negotiated and executed by the Mankato Area Softball Association is subject to City Council approval.

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

- Section 1: The City Council approves and accepts the terms of the attached and incorporated Memorandum of Understanding.
- Section 2: The City Council authorizes the City Administrator or his designee to take all necessary action to complete the terms of the agreement on behalf of the City.
- Section 3: This resolution is effective immediately upon passage.

Adopted by the City Council this 3rd day of May 2021.

Mayor

ATTEST:

City Clerk

Memorandum of Understanding
Between
The City of North Mankato and Mankato Area Softball Association
For Operation of the Adult Softball Leagues in the Mankato/North Mankato Area

The City of North Mankato and the Mankato Area Softball Association are entering into an agreement for the City of North Mankato/Caswell Sports to facilitate and operate the Caswell Sports Adult Summer and Fall Softball Leagues. This agreement will start in the spring of 2022 and will supersede the previous agreement signed in May of 2019. The partnership is beneficial to both parties for the promotion of adult softball by reducing fees and to maintain Caswell Park at its nationally recognized level. The parties agree to the following conditions:

City of North Mankato/Caswell Sports Responsibilities:

- Provide registration and payment options through online portals and mailing address
- Promotion of the league through City Newsletters, social media, and other forms of communications and media as needed
- Provide scheduling services for all league games
- Sanction the league, teams, and players through USA Softball which covers insurance and provides scorebooks and rule books
- Provide six (6) tournament quality game balls to all registered teams for fall and twelve (12) for summer
- Provide the use of the Caswell Sports Website for schedules, league communications, game scores, and standings
- Coordinate with the league Umpire in Chief to assign umpires for all adult games
- Work with Caswell Park Staff on field preparations and the City of Mankato on an as needed basis
- Work with the Mankato Area Softball Association on a yearly basis regarding rules, regulations, and policy enforcement

Mankato Area Softball Association's Responsibilities:

- Promotion of the league
- Apply \$50 per registered Adult teams during the summer and fall seasons from the \$30,000 given to the City of North Mankato in 2008.
- Donate \$200,000 for new field lights at Caswell Park on fields 1 through 4. Payment of the \$200,000 will be made in two installments. A payment of \$100,000 will be made within 30 days upon commencement of installation and the remaining \$100,000 will be paid within 30 days of completion of the installation.

The current balance owed by the city of North Mankato to the Mankato Area Softball Association from a prior donation of \$30,000 made in 2012 for additional fields is \$19,530 and is anticipated to be repaid by summer of 2026. A reduction in league team registration will be recognized by the City of North Mankato in the amount of \$50 per team to continue the repayment of the outstanding \$19,350 balance. The City of North Mankato/Caswell Sports agrees to set the league fees at \$550 starting in summer of 2022 and fall league fees at \$425. League setups and formats will be consistent with current conditions. League fees will remain the same until the completion of the fall 2031 season except for increases due to cost of services and increased cost of maintenance to the facility. League fee increases will be agreed upon by the Caswell Sports Director and President of the Mankato Area Softball Association.

Phil Tostenson 3/22/21

City of North Mankato

Date

Kevin Mott 4-27-21

Mankato Area Softball Association

Date

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item: 9C	Department: City Engineer	Council Meeting Date: 5/3/21																																																																			
TITLE OF ISSUE: Consider Resolution Accepting Bids for Caswell North Soccer Complex Field Reconstruction City Project No. 21-03.																																																																					
BACKGROUND AND SUPPLEMENTAL INFORMATION: <p>City Engineer Sarff will review the earthwork bid for approval. And the quotes for turf and lighting were received through the State of Minnesota's Cooperative Purchasing Venture in accordance with MN Statute 16C.03, Subd. 10.</p> <ol style="list-style-type: none"> 1. The earthwork was competitively bid with Peterson Companies as a low bid with a total of \$747,444.00, including the base bid and Alternate Bid No. 1 and Alternate Bid No. 2. 2. The City utilized the State of Minnesota's Cooperative Purchasing Venture in accordance with Minn. Statute 16C.03, Subd. 10, which provides predetermined preferential pricing through approved vendors. <ol style="list-style-type: none"> A. Quotes were received for furnishing and installing soccer field synthetic turf from FieldTurf USA for \$323,630.54 B. Quotes were received for furnishing and installing soccer field lighting from Musco Sports Lighting, LLC, for \$366,657.00. <p style="text-align: right; font-size: small;"><i>If additional space is required, attach a separate sheet</i></p>																																																																					
REQUESTED COUNCIL ACTION: Adopt Resolution Accepting Bids Caswell North Soccer Complex Field Reconstruction City Project No. 21-03 Approving Earthwork, Turf and Lighting.																																																																					
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MEMORANDUM

Project:	Caswell North Soccer Complex Field Reconstruction City Project No. 21-03	Project No.:	OV1.123761
Client:	City of North Mankato	Date:	April 28, 2021
Memo To:	Nate Host, City of North Mankato	Subject:	Letter of Recommendation
Memo By:	Jay Pomeroy, PLA / cak	cc:	Dan Sarff, BMI

Nate,

Bids were received for the Caswell North Soccer Complex Field Reconstruction project on Tuesday, April 20, 2021; results of the bids are tabulated below:

	Base Bid	Alternate No. 1 Raise East Field w/ Imported Soil	Alternate No. 2 East Practice Field Chain Link Fence	Total Bid
Peterson Companies	\$727,444.00	\$0.00	\$20,000.00	\$747,444.00
GL Contracting, Inc.	\$805,750.00	\$18,500.00	\$24,500.00	\$848,750.00
Rachel Contracting, LLC	\$806,550.00	\$8,550.00	\$24,030.00	\$839,130.00
Veit & Company, Inc.	\$883,360.00	(\$11,850.00)	\$25,200.00	\$896,710.00
Dirt Merchant, Inc.	\$962,145.00	\$65,635.00	\$22,980.00	\$1,050,760.00

The low bidder for the project was Peterson Companies, Inc. with a Base Bid amount of \$727,444.00. If budget allows, we recommend accepting the Base Bid as well as Alternate Nos. 1 and 2 for a total amount recommended for acceptance of \$747,444.00.

Following the bid opening, I spoke with Luke Kowarsch of Peterson Companies to confirm his understanding of the project. Luke stated he was comfortable with their bid and that Peterson Companies is ready to accomplish the work. We have worked with Peterson Companies on many previous projects and feel their work ethic and ability to complete projects in a timely manner and on budget has been satisfactory. With that, we feel very comfortable with their capacity to perform on this project and recommend accepting Peterson Companies for the Caswell North Soccer Complex Field Reconstruction project.

If you have any questions regarding the above, please do not hesitate to contact our office.

RESOLUTION ACCEPTING BIDS
CASWELL NORTH SOCCER COMPLEX FIELD RECONSTRUCTION
CITY PROJECT NO. 21-03

WHEREAS, pursuant to an advertisement for bids for Project No. 21-03, Caswell North Soccer Complex Field Reconstruction, bids were received, opened, and tabulated according to the law, and

WHEREAS, the following bids were received complying with the advertisement:

Bidder	Base Bid	Alternate No. 1	Alternate No. 2	Total Bid
Peterson Companies	\$727,444.00	\$0.00	\$20,000.00	\$747,444.00
GL Contracting, Inc.	\$805,750.00	\$18,500.00	\$24,500.00	\$848,750.00
Rachel Contracting, LLC	\$806,550.00	\$8,550.00	\$24,030.00	\$839,130.00
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Dirt Merchant, Inc.	\$962,145.00	\$65,635.00	\$22,980.00	\$1,050,760.00

AND WHEREAS, it appears that Peterson Companies of Chisago City, Minnesota is the lowest responsible bidder, and

WHEREAS, the City has received a quote for furnishing and installing soccer field synthetic turf from FieldTurf USA in the amount of \$325,630.54 through the State of Minnesota's Cooperative Purchasing Venture (CPV), in accordance with Minn. Stat. § 16C.03, subd.10, and

WHEREAS, the City has received a quote for furnishing and installing soccer field lighting from Musco Sports Lighting, LLC in the amount of \$366,657.00 through the State of Minnesota's Cooperative Purchasing Venture (CPV), in accordance with Minn. Stat. § 16C.03, subd.10.

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

- 1) The Mayor and Administrator are hereby authorized and directed to enter into a construction contract in the amount of \$747,444.00 with Peterson Companies in the name of the City of North Mankato, Minnesota for the Project No. 21.03, Caswell North Soccer Complex Field Reconstruction, according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
- 2) The Mayor and Administrator are hereby authorized and directed to enter into a contract in the amount of \$325,630.54 with FieldTurf USA in the name of the City of North Mankato, Minnesota for furnishing and installing soccer field synthetic turf, according to the plans and specifications therefor approved by the city council and on file in the office

of the city clerk.

- 3) The Mayor and Administrator are hereby authorized and directed to enter into a contract in the amount of \$366,657.00 with Musco Sports Lighting, LLC in the name of the City of North Mankato, Minnesota for furnishing and installing soccer field lighting, according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
- 4) The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by the City Council this 3rd day of May 2021.

Mayor

Attest:

City Clerk

COOP PRICING PROPOSAL



Caswell Park Soccer Field

April 5, 2021

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 060518-FTU.

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	FieldTurf Vertex 2" FTVT-50 Includes Inlaid Soccer Markings, 2x Youth Soccer Markings	89,485	SF	\$3.4900000	\$312,302.65
2	GroomRight & FieldSweep	1	LS	\$8,100.00	\$8,100.00
3	Gmax Testing (1) Test at Install	1	EA	\$1,518.75	\$1,518.75
	Subtotal Synthetic Turf				\$321,921.40
	Subtotal Project				\$321,921.40
4	Performance & Payment Bonds	1	LS	\$3,709.14	\$3,709.14
	Total Project				\$325,630.54



Click on the following Sourcewell hyperlink for contract due diligence documentation:

[Sourcewell](#)

COOP PRICING PROPOSAL



PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex Prestige 2" (FTVT-50) system, with the following product characteristics:

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 2lbs sand & 3lbs ambient rubber per sq.ft.
- ▶ **Pile Weight:** 39 oz/yd²
- ▶ **Total System Weight:** 782 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the planarity, stability, porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging and perimeter nailer board.
- d) Unless otherwise specified, the price does not include any G-max testing.
- e) The supply of or adjustment to manholes or clean-outs, grates and supply of the manhole covers.
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Permit fees, Inspection fees.
- k) A vehicle to tow FieldTurf maintenance equipment.
- l) All applicable taxes, prevailing wages, union labor and other labor law levies.
- m) Performance and Payment Bond fees.
- n) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

COOP PRICING PROPOSAL



Please feel free to reach out to any member of our project team with questions about our offer:

Brian Kramer

Regional Sales Manager

816-550-3037

Brian.Kramer@fieldturf.com

Antoni Miele

Project Manager

514-208-5299

Antoni.Miele@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Marie-Christine Raymond, Director of Operations

FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



Quote

Date: 4/22/2021
To: Nate Host
Public Works Director, City of North Mankato

Project: North Mankato Caswell Soccer Retrofit
North Mankato, Minnesota
Ref: 211414

Sourcewell
Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Championship Field

LED 50 FC\$198,338.00

East Field

LED 30 FC\$168,319.00

Sales tax and bonding are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED® technology

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory aimed and assembled luminaires
- UL Listed assemblies

Light-Structure System™ Retrofit with Total Light Control – TLC for LED® technology

System Description

- Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 208 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 115 mph, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Scott Peitz
Sales Representative
Musco Sports Lighting, LLC
Phone: 612-368-9286
E-mail: scott.peitz@musco.com



**North Mankato Caswell Soccer
North Mankato, MN
Retrofit Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide any existing as-built documents or drawings.
10. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide new bases for poles S1/S2. Provide new crossarms and fixtures for poles S3/S4.
3. Poles S5/S6 are all new structures. New fixtures for West field and East field.
4. Provide fixture layout and aiming diagram.
5. Provide Project Management as required.
6. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Quote

Demolition:

1. Leave existing ground wires and power feed in place for connection to new lighting equipment.
2. Removal of old footings S1 and S2 by others.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment. Existing conduits will be rerouted around the outer edge of the field.
2. Remove and reinstall pole assemblies S1/S2 aimed towards East field.
3. Replace crossarms, fixtures, wiring harnesses and enclosures on existing S3/S4 poles.
4. Install new poles S5/S6. Install new TLC-LED fixtures aimed towards West and East fields.

Electrical:

1. Provide materials, and equipment to install new wiring to S1/S2 poles from existing control cabinet.
2. Provide materials, and equipment to install new wiring to S5/S6 from both existing and new control cabinet.
3. Extend existing underground wiring from poles S3/S4 to new control cabinet.
4. Provide branch circuits to new control cabinet from new 200A panel, to be feed from existing service.

Control System:

1. Provide labor, equipment, and materials to install (1) Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
 - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.



Quote

- i. Jobsite shall be policed daily for compliance to the above conditions.
 - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



From: [John Harrenstein](#)
To: ["April Van Genderen"](#)
Subject: FW: Golf Carts
Date: Thursday, April 22, 2021 3:32:33 PM
Attachments: [image003.png](#)
[image002.png](#)
[image001.png](#)

For the next city council packet

John Harrenstein, City Administrator
North Mankato, MN
507-625-4141 ext. 222
johnharrenstein@northmankato.com

From: Michael Fischer [mailto:michaelf@northmankato.com]
Sent: Thursday, April 22, 2021 1:55 PM
To: 'John Harrenstein' <johnharrenstein@northmankato.com>
Subject: Golf Carts

John,

Regarding the issue of amending the City Code to allow golf carts on City streets, based on a citizen request, the Traffic & Safety Committee recommended amendments to the City to Code for the use of golf carts on certain City streets, with certain criteria including a permit process. The Traffic & Safety recommendation was recently considered by the City Council where no formal action was taken to advance the amendments. Since that time, questions have been raised pertaining to:

1. The use of golf carts on the Bluff Valley Trail
2. Creation of fines for violations
3. Does Mankato allow golf carts on City streets.

Regarding use of golf carts on the Bluff Valley Trail, according to MnDOT, based on the type of funding used for the project, motorized vehicles would not be permitted except for the use of motorized mobility devices to include golf carts. In summary, only those who have certain physical disabilities would be eligible to use golf carts on this trail strictly for mobility purposes

Regarding fines for violation of any ordinance amendment permitting the use of golf carts, according to the City Attorney, the recommended fine would be \$100. Applicable court surcharges of \$87 would bring the total fine total to \$187. If there would be multiple offenses, the City would be able to increase the fine up to \$1,000. In no case could a juvenile under the age of 16 be subjected to a fine. Rather that would be address through a different process.

According to the City of Mankato, they do not permit the use of golf carts on City streets as there has not been enough citizen interest to warrant any City Code amendments.

Let me know if you need any additional information.

Mike Fischer
Community Development Director
City of North Mankato
1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141
michaelf@northmankato.com

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