

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 January 18, 2022. Mayor Dehen called the meeting to order at 7:00 pm, asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Council Members Whitlock, Norland, and Oachs, City Administrator Harrenstein, Community Development Director Fischer, Public Works Director Host, and City Clerk Van Genderen. Absent: Council Member Steiner.

Approval of Agenda

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

Approval of Council Minutes from January 3, 2022, Council Meeting.

Council Member Steiner moved, seconded by Council Member Norland, to approve the Council meeting minutes of January 3, 2022. Vote on the motion Whitlock, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Proclamation

WHEREAS, all children in North Mankato should have access to the highest-quality education possible; and

WHEREAS, North Mankato recognizes the important role that an effective education plays in preparing all students in North Mankato to be successful adults; and

WHEREAS, quality education is crucial to the economic vitality of North Mankato; and

WHEREAS, North Mankato is home to a variety of high-quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy but also enhances the vibrancy of our community; and

WHEREAS, North Mankato has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options;

NOW THEREFORE I, Mark Dehen, Mayor of North Mankato, proclaim January 23-January 29, 2022 as:

NORTH MANKATO SCHOOL CHOICE WEEK

And I call this observance to the attention of all of our citizens.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 8-22 Approving Donations/Contributions/Grants
- C. Approved Taxicab License for Friends Driving Friends for January-December 2022.
- D. Approved Updated Pay Equity Report.
- E. Approved Audio Permit for Mankato Brewery BBQ on June 4, 2022, from 10:00 a.m. to 7:00 p.m.

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

Public Comments Concerning Business Items on the Agenda

City Administrator Harrenstein reported the staff is requesting the Council determine where sidewalks will be installed on McKinley Avenue during the reconstruction project. He reported that during the first discussion concerning the installation of sidewalks, concerns were raised by residents. An additional neighborhood meeting was held concerning the installation of the sidewalk, with staff making a recommendation.

City Engineer Sarff reported that staff recommended installing the sidewalk on the north side of McKinley Avenue. He noted one comment at the neighborhood meeting and one written objection to the installation of the sidewalk on the north side due to concerns about snow removal on the sidewalk. He reviewed the presentation that was provided during the neighborhood meeting. The presentation included an overview of the project and a discussion concerning the existing sidewalk conditions. He noted unconnected sidewalks throughout the three-block designated reconstruction area and varying street widths. City Engineer Sarff stated that the Future Sidewalk System Development Map included in the Complete Streets Plan adopted by the City Council in 2016, it is recommended that the sidewalk be included on both sides of the street. He noted Council has desired to have a sidewalk on at least one side of the street that would meet the City's minimum standard and ADA recommended minimum standard. The sidewalk would need to be 5' wide with a 4' wide boulevard while maintaining at least 20' from the garage to the back of the walk. City Engineer Sarff reviewed four options: sidewalk on both sides, sidewalk only on the south side, alternating sidewalk blocks, and sidewalk only on the north side. Due to a variety of engineering difficulties including, sidewalks too close to garages or houses, utility conflicts, and continuity issues, the City staff recommended the installation of the sidewalk only on the north side of McKinley Avenue.

Sheila Yokum, 506 McKinley Avenue, appeared before Council and stated she was unhappy with the recommendation. She said she has a tiny backyard, and the addition of the sidewalk would decrease the value of her property. Ms. Yokum indicated that the City could not assess more than the increase in the property's value. She stated that there is little safety issue as there are few people walking the neighborhood, and most of them use the road and not the available sidewalks.

John Foderick, 947 Center Street, appeared before Council and indicated he was satisfied with the recommendation as it alleviated any issues he had with the installation of sidewalks.

No one else appeared before Council.

Business Items

Res. No. 9-22 Regarding Proposed Sidewalk Construction on the Project No. 21-06 ABCDEF McKinley Avenue Street and Utility Improvement Project.

Council Member Oachs reported she was not present at the Work Sessions where the proposed project was discussed and wondered if it would be necessary to install sidewalks.

Mayor Dehen stated in 2016, the City Council approved the Future Sidewalk System Development Map, which is a once-in-a-generation opportunity to improve the street. There are additional platting issues that were not seen on the previous reconstructions, and this is a more challenging street, and that is why the recommendation is to install sidewalks on one side, not both. He noted it is essential to provide safe pedestrian paths throughout the City and direct pedestrian paths to the parks. McKinley Avenue aligns with a Spring Lake Park entrance, and with the completion of the Swim Facility reconstruction, additional interest is taken in the park.

Council Member Oachs requested clarification on how the improvement would affect property value.

Mayor Dehen commented that the City caps the assessment well below the actual assessable amount. The project could be assessed at between \$27,000 to \$30,000, but the proposed cap for this assessment is \$7,500.

Council Member Norland noted she drove through the neighborhood and saw a young mom with children walking in the street, and it would be good to provide safe walking on a sidewalk.

Council Member Whitlock stated he drove through the neighborhood and said it would be difficult to alternate sides for the sidewalk as it would force individuals to cross the street or walk on the sidewalk. It would be more accessible for people with disabilities to navigate if it is on one side.

Council Member Norland moved, seconded by Council Member Whitlock, to Adopt Res No. 9-22 Proposed Sidewalk Construction on the Project No. 21-06 ABCDEF McKinley Avenue Street and Utility Improvement Project. Vote on the motion Whitlock, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Request to Zone Part of Section 3 & 4 as R-1, One-Family Dwelling. Ordinance No. 146 Zoning Part of Section 3 & 4 as R-1, One-Family Dwelling.

Community Development Director Fischer reported the applicant is in the process of annexing 7.63 acres of vacant property into the City limits to accommodate future residential development. To accommodate residential development, it is necessary to provide a zoning classification based on the property's intended use. The applicant proposes subdividing the property for single-family residential development; an R-1, One-Family Dwelling zoning classification is requested. Community Development Director Fischer reported the Planning Commission reviewed and approved the proposed zoning.

Council Member Norland moved, seconded by Council Member Oachs, to Adopt Ordinance No. 146 Zoning Part of Sections 3 & 4 as R-1, One-Family Dwelling. Vote on the motion Whitlock, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Approving Preliminary and Final Plat of Burnett's Ravine Ridge No. 7.

Community Development Director reported the applicant is in the process of annexing 7.63 acres of land into the City limits to accommodate future residential development. The request is to replat part of Section 3 & 4 and Outlot A, Burnett's Ravine Ridge 6 as Burnett's Ravine Ridge No. 7. The plat consists of fifteen lots for future single-family residential development, including Legacy Court's addition for access. There are 15 foot-wide utility easements on the adjoining Lot 10 and 11 lot lines to accommodate the installation and maintenance of necessary underground utilities. All other side yard utility easements are 5 feet in width. The property is guided for R-1, One-Family Dwelling zoning; according to the City, the minimum lot size requirements are 90 feet wide, 100 feet deep, with a lot size of 9,000 square feet. As proposed, all lots within Burnett's Ravine Ridge No. 7 meet or exceed the minimum lot size requirements for an R-1 zoning district. He noted the Planning

Commission recommended approval. Council Member Oachs noted that Planning Commissioner Beal questioned the width of Lot 1, which is 70 feet. She noted that Community Development Director Fischer reported the lot has an arc that is 20 feet wide to meet the requirements.

Council Member Oachs moved, seconded by Council Member Norland, to Approve the Preliminary and Final Plat of Burnett's Ravine Ridge No. 7. Vote on the motion Whitlock, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Approving Conditional Use Permit Request CU-1-22, for 1901 Lee Boulevard.

City Administrator Harrenstein reported the Conditional Use Permit request is to utilize a portion of what is known as the old Neubert building as an automobile repair business. He noted the Planning Commission approved an additional request that the owner of Oak Terrace made, which is across the street from the proposed repair business. The proposal was to install a fence on the initial 100 feet on the north end of the property directly across from Oak Terrace.

Community Development Director Fischer reported the request is for a Conditional Use Permit to operate an automobile repair business at 1901 Lee Boulevard. The proposal comes from NKS, Inc. and DSL Properties. The property is owned by NKS and is commonly referred to as the former Neubert Millwork building, which has been vacant for several years. DSL Properties proposes purchasing the property and operating an automobile repair business in a portion of the building. According to the City Code, an automobile service or repair company is listed as a Conditional Use in a B-3 zoning district. The CUP allows the City to impose reasonable conditions on the operations to ensure compatibility with surrounding land uses. All other automobile repair businesses within the City operate under CUPs and are recorded with the County. An issue with CUPs for the automobile repair business is the outdoor storage of vehicles on the property. At 1901 Lee Boulevard, there are two separate outdoor parking areas. One area is visible parking, and a fence screens one area. Staff believes parking in these areas should be regulated to address potential outdoor parking issues. Specifically, the number of times vehicles can be parked in each area. In the unscreened area, it is recommended that vehicle parking shall not exceed 48 consecutive hours. This would accommodate employees customers and the pick-up of customer vehicles. In the screened-in area, it is recommended that no vehicle shall be parked for a period of longer than four consecutive weeks. This area would be used for the longer-term parking of customer vehicles or employee parking.

Community Development Director Fischer noted the Planning Commission recommended approval of CU-1-22 with the staff recommended conditions which included:

1. The parking lot be striped to identify parking spaces and driving lanes.
2. No stacked or double parking of vehicles is permitted.
3. All parts, equipment, and materials shall be stored indoors or within an entirely screened-in area outside the building.
4. All automobile repair work shall be performed within an enclosed building.
5. In the unscreened parking lot, no vehicle shall be stored for longer than 48 hours. In the screened area, no vehicle shall be parked for a period of longer than four consecutive weeks.
6. There shall be no storage of boats, campers, trailers, recreational vehicles, or similar items on the property.
7. The existing chain link fence is modified to provide continuous screening for the contents within, including ongoing fence maintenance.
8. The installation of a fence to screen the initial 100 feet on the north end of the property.

Council discussed the screening of the first 100 feet and how it can be revoked if the owners do not conform to the CUP.

Council Member Whitlock moved, seconded by Council Member Norland, to approve the Conditional Use Permit Request CU-1-22 for 1901 Lee Boulevard as recommended by the Planning Commission. Vote on the motion Whitlock, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Receive North Mankato Housing Study.

City Planner Lassonde presented the 2021 North Mankato Housing Study. Mr. Lassonde reported the study began in mid-2020, and staff completed work by October 2021. The staff utilized a variety of data sources, including U.S. Census Bureau, ERSI, City Data from North Mankato, Mankato, and Eagle Lake, information from the Real Estate Association of Southern MN, Nicollet County, and Blue Earth County Assessors, Community Partners Research and the Minnesota State Demographer. Between 2010 and 2020, the population has increased by 1,085 people, an 0.8% annual growth between 2010 and 2020. The City would like to target annual growth of between 1.1%-1.6% over the next decade. He reported households increased by 8.9% between 2010 to 2020. Changes in the ages of households included a decrease in household ages for the 15-24 and the 45-55 age group and increases in the 35-44 and 55 + age groups. City Planner Lassonde reported that the median household income increased 21.4% between 2015 and 2019, with a median income of \$67,728, higher than comparison geographies. Estimates for a household income of \$67,728 could afford \$1,680 per month for mortgage or rent in 2019. City Planner Lassonde reported the city currently captures 18-19% in base or "market" area (Mankato, North Mankato, and Eagle Lake). The City hopes to increase the percentage to 23%.

Home ownership housing demand remains strong, with single-family homes remaining the most constructed housing option over the past decade. The City's target is 35 single-family detached and 14 single-family attached owner-occupied units per year. The City's rental housing shows very low vacancy rates for all bedroom sizes, indicating the need for more options. The City's Tax Credit Units (185 units) had only one vacant unit during the survey indicating a need for additional tax credit units. The City's subsidized housing has 73 units, and at the time of the survey, had two vacancies but did have a waiting list. The City has a target of 25 units per year. A review of the specialized senior housing showed an unused capacity both pre-pandemic and during the pandemic in Greater Mankato. The City will reevaluate this target at a later date.

Council Member Oachs thanked City Planner Lassonde for his work and noted the Planning Commission discussed what the City wants for the community's future.

City Administrator Harrenstein commented that North Mankato is known for its stable single-family home development but noted that all housing options are needed. He noted the City's goal by growing North Mankato will continue to maintain 23% of the regional population.

Mayor Dehen stated it is a natural cycle of the housing market to have a turnover in homes so the older population can move to patio homes, younger generations can enter lower North's affordable housing stock. The City needs additional housing to continue the cycle of homeownership.

Council Member Norland moved, seconded by Council Member Oachs, to adopt the North Mankato Housing Study. Vote on the motion Whitlock, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Receive Splash Pad Concept.

Public Works Director Host reviewed the proposed splash pad design, which included 2,800 square feet of spray area, 26 features, and three different shaded cantilevers. He noted that the City would be using the cooperative purchasing process, and the materials should be delivered in 8- 12 weeks. Once the frost is out of the ground, the site can be prepared for the contractor to begin work. A competitive bidding process will occur, and staff will bring the final bid back for approval. City Administrator Harrenstein reported the project would cost between \$300,000 and \$350,000, but the Ward Family has generously donated \$150,000 toward the project. The Splash Pad will be up by the Fallenstein Playground.

Receive Staff Update on the Plans for the Emerald Ash Borer Grant.

Public Works Director Host reported the City received a 50,000 dollar grant which must be combined with \$16,000 City funds for the removal and replacement of ash trees. The City has identified 70 ash trees for removal in lower North Mankato. Residents have been notified of the removal and offered the chance to replace the tree, at no cost, with one of a selection of trees. Public Works Director Host reported the plan is to remove the trees and dispose of them before the ash borer's hatch in the spring.

City Administrator and Staff Comments

Public Works Director Host noted that North Mankato is hosting some events for Hockey Day Minnesota at Spring Lake Park on Saturday morning. He noted the Anthony Pond Hockey tournament would take place on Saturday, January 29th, and Sunday, January 30th.

Mayor and Council Comments

Council Member Whitlock thanked the Ward family for the donation for the splash pad.

Council Member Whitlock thanked Governor Walz for including the North Mankato Caswell Fieldhouse in his bonding proposal.

Councilmember Oachs reported the Planning Commission received a report from Community Development reviewing the statistics for 2021.

Mayor Dehen said that Hockey Day Minnesota is set to take place in Mankato on January 19-23, 2022, and the event will be an economic benefit to the region. He reminded everyone that the Anthony Ford Pond Hockey Tournament would be at Spring Lake Park on January 29-30, 2022.

At 8:42 pm, on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned.

Mayor

City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will hold a Public Hearing on Monday, February 7, 2022 at 7 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider Annexation of Land containing 7.63 acres owned by Steve and Kathleen Burnett and legally described as:

That part of the West Half of the West Half of the Southwest Quarter of Section 3 and that part of the Southeast Quarter of the Southeast Quarter of Section 4 and that part of the Northeast Quarter of the Northeast Quarter of Section 9, all in Township 108 North Range 27 West, Nicollet County, Minnesota.

The complete land description is available online or by contacting the City Clerk at 507-625-4141.

Dated this 3rd day of January 2022.

April Van Genderen
City Clerk
City of North Mankato

The Free Press MEDIA

THE LAND

P.O. Box 3287, Mankato, MN 56002

www.mankatofreepress.com phone: (507) 344-6314, fax: (507) 625-1149

Affidavit of Publication

STATE OF MINNESOTA, COUNTY OF BLUE EARTH, SS.

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

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

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

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

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 01/28/22, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 33.74.

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

FURTHER YOUR AFFIANT SAITH NOT.

By:



Steve Jameson, Publisher

Sworn to and subscribed before me, this day
01/28/2022


Notary Public

Public Notice

January 28, 2022

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Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will hold a Public Hearing on Monday, February 7, 2022 at 7 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider Annexation of Land containing 7.63 acres owned by Steve and Kathleen Burnett and legally described as:

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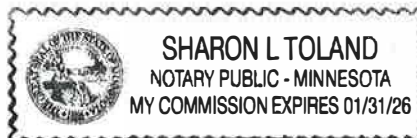
The complete land description is available online or by contacting the City Clerk at 507-625-4141.

Dated this 3rd day of January 2022.

April Van Genderen

City Clerk

City of North Mankato



PETITION FOR ANNEXATION BY ORDINANCE

IN THE MATTER OF THE PETITION FOR ANNEXATION OF
ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 108 NORTH, RANGE 27 WEST
BY THE CITY OF NORTH MANKATO
FOR ANNEXATION PURSUANT TO MINNESOTA STATUTES 414.033, SUBD. 2(2)

Petitioners state that the property owner or a majority of the property owners in number are required to commence a proceeding under M.S. 415.033, Subd. 2 (2).

It is hereby requested by:

- ☒ the sole property owner; or
☐ all of the property owners; or
☐ a majority of the property owners of the area proposed for annexation
to annex certain property described herein lying in the Township of
Belgrade to the City of North Mankato, County of Nicollet, Minnesota.

The area proposed for annexation is described as follows:

That part of the West Half of the West Half of the Southwest Quarter of Section 3 and that part of the Southeast Quarter of the Southeast Quarter of Section 4 and that part of the Northeast Quarter of the Northeast Quarter of Section 9, all in Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Beginning at the southwesterly corner of Burnett's Ravine Ridge No. 6, according to the plat thereof on file and of record with the Nicollet County Recorder; thence North 18 degrees 36 minutes 31 seconds East, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the westerly line of said Burnett's Ravine Ridge No. 6, a distance of 140.00 feet; thence North 37 degrees 44 minutes 16 seconds East, along said westerly line, a distance of 63.51 feet; thence North 32 degrees 11 minutes 09 seconds East, along said westerly line, a distance of 512.00 feet; thence North 17 degrees 34 minutes 52 seconds East, along said westerly line, a distance of 209.11 feet to a point on the southerly line of Parcel 9N5 according to Nicollet County Right Of Way Plat No. 26, on file and of record with the Nicollet County Recorder; thence North 81 degrees 44 minutes 09 seconds West, along said southerly line, a distance of 37.07 feet to monument B52077 of said Right Of Way Plat; thence North 79 degrees 14 minutes 25 seconds West, along said southerly line, a distance of 144.85 feet to monument 574 of said Right Of Way Plat; thence continuing North 79 degrees 14 minutes 25 seconds West, along the southerly line of Parcel 9N6 of said Right Of Way Plat, a distance of 56.18 feet to monument B52078 of said Right Of Way Plat; thence South 76 degrees 10 minutes 02 seconds West, along said southerly line, a distance of 125.13 feet to monument B52079 of said Right Of Way Plat; thence South 33 degrees 53 minutes 16 seconds West, along the easterly line of Parcel 9N7 of said Right Of Way Plat, a distance of 835.05 feet to the point of intersection with the northerly line of Outlot B of Burnett's Ravine Ridge No. 3, according to the plat thereof on file and of record with the Nicollet County Recorder; thence South 71 degrees 23 minutes 29 seconds East, along said northerly line, a distance of 424.03 feet to the point of beginning.

Said parcel contains 7.63 acres, subject to any and all easements of record.

1. There is one property owner in the area proposed for annexation.
2. The property owner has signed this petition. (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)
3. The population of the annexation area is 0.
4. Said property is unincorporated, completely surrounded by the City's boundary, and is not included within any other municipality.
5. The area of land to be annexed, in acres, is 7.63
Platted 0 Unplatted 7.63 Total 7.63
6. The reason for the requested annexation is residential development.
7. All of the annexation area is or is about to become urban or suburban in character.
8. The area proposed for annexation is not included in any area that has already been designated for orderly annexation pursuant to M.S. 414.0325.

The Petitioner requests that pursuant to M.S. 414.033, the property described herein be annexed to and included within the City of North Mankato, Minnesota.

12-16-2021
Date

Steve Burnett
Burnett Farms Inc.
Steve Burnett
Kathleen Burnett
Kathy Burnett



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 2-7-22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00008	A+ SYSTEMS GROUP	01/26/2022	Regular	0	314.40	95293
00027	AFFORDABLE JETTING, INC.	01/26/2022	Regular	0	175.00	95294
00029	AG SPRAY EQUIPMENT	01/26/2022	Regular	0	90.00	95295
00030	AHLMAN'S	01/26/2022	Regular	0	1,207.00	95296
03698	ALLIED OVERHEAD DOOR, INC	02/07/2022	Regular	0	102.00	95341
00064	AMERICAN PLANNING ASSOCIATION	01/26/2022	Regular	0	341.00	95297
00066	AMERICAN TEST CENTER	01/26/2022	Regular	0	1,230.00	95298
02434	AUSTIN'S AUTO REPAIR CENTER, INC.	01/26/2022	Regular	0	43.20	95299
00118	BARNES & NOBLE, INC.	01/26/2022	Regular	0	53.55	95300
00136	BENCHS	01/26/2022	Regular	0	210.00	95301
02169	BLUE LINE SHARPENING & SALES	02/07/2022	Regular	0	35.00	95342
00189	BRAUN INTERTEC CORPORATION	01/26/2022	Regular	0	4,238.30	95302
03686	COMMERCIAL RECREATION SPECIALISTS	01/26/2022	Regular	0	25,000.00	95303
03497	COMPASS MINERALS AMERICA INC.	01/26/2022	Regular	0	13,999.96	95304
02098	CUMMINS	01/26/2022	Regular	0	215.01	95305
03697	DOMA INSURANCE AGENCY OF MINNESOTA, I	01/26/2022	Regular	0	1,400.00	95306
00401	EXPRESS SERVICES, INC.	01/26/2022	Regular	0	1,125.19	95307
00401	EXPRESS SERVICES, INC.	02/07/2022	Regular	0	432.40	95343
00409	FERGUSON ENTERPRISES, INC	01/26/2022	Regular	0	2,539.03	95308
00409	FERGUSON ENTERPRISES, INC	02/07/2022	Regular	0	9,000.00	95344
03476	FIRST CHOICE SECURITY	01/26/2022	Regular	0	160.00	95309
00432	FLEETPRIDE	01/26/2022	Regular	0	57.00	95310
00473	GENERATOR SYSTEM SERVICES, INC.	02/07/2022	Regular	0	1,000.00	95345
02969	GORDY SERBUS & SONS GRAVEL LLC	02/07/2022	Regular	0	23,896.62	95346
00508	GREEN TECH RECYCLING, LLC	01/26/2022	Regular	0	1,123.50	95311
03495	HUNT PLUMBING & DRAIN	02/07/2022	Regular	0	10,500.00	95347
03493	JILEK, JIM	01/14/2022	Regular	0	100.00	95287
00639	KIBBLE EQUIPMENT LLC	02/07/2022	Regular	0	504.38	95348
03174	LAKES SPORTS BAR & GRILL	01/18/2022	Regular	0	20.00	95288
03696	LESUEUR YOUTH WRESTLING	01/20/2022	Regular	0	125.00	95290
03699	MALTMAN, THOMAS	02/07/2022	Regular	0	150.00	95349
00812	MANKATO BEARING COMPANY	02/07/2022	Regular	0	165.60	95350
00847	MATHESON TRI-GAS, INC.	01/26/2022	Regular	0	271.61	95313
00847	MATHESON TRI-GAS, INC.	02/07/2022	Regular	0	201.20	95351
03235	MAVERICK DRONE SYSTEMS	02/07/2022	Regular	0	189.00	95352
00920	MINNESOTA DEPARTMENT OF HEALTH	01/18/2022	Regular	0	23.00	95289
00923	MINNESOTA DEPARTMENT OF LABOR & INDU'	01/31/2022	Regular	0	128.00	95340
00932	MINNESOTA HERITAGE PUBLISHING	02/07/2022	Regular	0	55.00	95353
02802	MINUTEMAN PRESS	02/07/2022	Regular	0	72.99	95354
02704	NIELSEN CONCRETE LLC	02/07/2022	Regular	0	16,472.10	95355
01053	NORTH KATO SUPPLY, LLC	02/07/2022	Regular	0	132.48	95356
03682	PARTS ALLIANCE NORTH	01/26/2022	Regular	0	320.87	95314
02773	PATEK HOSPITALITY CONSULTANTS, INC.	01/26/2022	Regular	0	2,500.00	95315
03605	PETERSON COMPANIES, INC.	01/26/2022	Regular	0	295,491.34	95316
01106	PETTY CASH	02/07/2022	Regular	0	34.46	95357
02681	PITA PIT	01/26/2022	Regular	0	766.86	95317
01124	PONDEROSA LANDFILL OF BLUE EARTH CO, IN	01/26/2022	Regular	0	147.42	95318
01128	POST BOARD	01/13/2022	Regular	0	90.00	95284
01133	POWERPLAN/RDO EQUIPMENT	02/07/2022	Regular	0	50.60	95358
02953	R & E ENTERPRISES OF MANKATO	01/26/2022	Regular	0	9,698.60	95319
02953	R & E ENTERPRISES OF MANKATO	02/07/2022	Regular	0	3,064.41	95359
01184	REHRIG PACIFIC COMPANY	02/07/2022	Regular	0	10,614.20	95360
03563	SAFE-FAST, INC	02/07/2022	Regular	0	379.15	95361
01263	SCHWICKERT'S TECTA AMERICA LLC	01/26/2022	Regular	0	1,320.00	95320
03700	SLATER, JOHN JR	02/07/2022	Regular	0	74.77	95362
01335	STAPLES ADVANTAGE	01/26/2022	Regular	0	1,835.26	95321
01349	STONE & STEEL DESIGN, LLC	01/26/2022	Regular	0	102.76	95322

01091	STOREY KENWORTHY & MATT PARROTT	02/07/2022	Regular	0	632.22	95363
02175	STREAMLINE COMMUNICATIONS, LLC	02/07/2022	Regular	0	3,401.50	95364
01352	STREICHER'S, INC	01/26/2022	Regular	0	1,191.80	95323
01352	STREICHER'S, INC	02/07/2022	Regular	0	234.94	95365
02041	ULINE	01/26/2022	Regular	0	70.88	95324
02041	ULINE	02/07/2022	Regular	0	70.88	95366
01441	UNITED RENTALS, INC.	01/26/2022	Regular	0	970.83	95325
02672	USA SOFTBALL, INC.	01/26/2022	Regular	0	2,000.00	95326
03311	W. LORENTZ AND SONS CONSTRUCTION, INC.	02/07/2022	Regular	0	44,342.75	95367
00486	W.W. GOETSCH ASSOCIATES, INC.	02/07/2022	Regular	0	1,893.75	95368
01523	WENZEL AUTO ELECTRIC CO	02/07/2022	Regular	0	171.00	95369
03702	WEST, KATHLEEN	02/07/2022	Regular	0	300.00	95370
01562	ZAHL EQUIPMENT SERVICE, INC.	02/07/2022	Regular	0	39.00	95371
01568	ZIEGLER, INC.	02/07/2022	Regular	0	29.78	95372
02033	AMAZON.COM	01/27/2022	Bank Draft	0	75.50	DFT0006388
00064	AMERICAN PLANNING ASSOCIATION	02/02/2022	Bank Draft	0	372.00	DFT0006406
00101	AT&T MOBILITY	01/19/2022	Bank Draft	0	48.59	DFT0006347
00137	BENCO ELECTRIC COOPERATIVE	02/01/2022	Bank Draft	0	31,502.25	DFT0006372
00241	CHARTER COMMUNICATIONS	01/30/2022	Bank Draft	0	267.43	DFT0006390
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	69.69	DFT0006398
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	49.24	DFT0006399
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	1,535.53	DFT0006400
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	42.94	DFT0006401
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	43.24	DFT0006402
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	202.74	DFT0006403
02058	CONSOLIDATED COMMUNICATIONS	02/01/2022	Bank Draft	0	209.70	DFT0006404
00297	CORPORATE GRAPHICS COMMERCIAL	01/31/2022	Bank Draft	0	74.46	DFT0006395
00353	DITTRICH MECHANICAL & FABRICATION	01/19/2022	Bank Draft	0	4,839.05	DFT0006343
00353	DITTRICH MECHANICAL & FABRICATION	01/19/2022	Bank Draft	0	427.50	DFT0006344
00353	DITTRICH MECHANICAL & FABRICATION	01/19/2022	Bank Draft	0	613.64	DFT0006345
00447	FREE PRESS	01/19/2022	Bank Draft	0	340.24	DFT0006348
00608	INGRAM LIBRARY SERVICES	01/19/2022	Bank Draft	0	2,311.87	DFT0006342
00617	INTERNATIONAL INSTITUTE OF MUNICIPAL CLI	01/30/2022	Bank Draft	0	175.00	DFT0006392
00623	ITL PATCH COMPANY, INC.	01/20/2022	Bank Draft	0	125.50	DFT0006355
00733	LAKES GAS CO #10	01/19/2022	Bank Draft	0	1,071.38	DFT0006351
00733	LAKES GAS CO #10	01/31/2022	Bank Draft	0	176.86	DFT0006393
00815	MANKATO CLINIC, LTD.	01/30/2022	Bank Draft	0	163.00	DFT0006391
03539	METRONET	01/18/2022	Bank Draft	0	5,546.43	DFT0006334
00923	MINNESOTA DEPARTMENT OF LABOR & INDU	01/19/2022	Bank Draft	0	100.00	DFT0006346
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/21/2022	Bank Draft	0	86.25	DFT0006378
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/24/2022	Bank Draft	0	61.75	DFT0006380
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/24/2022	Bank Draft	0	61.75	DFT0006381
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/26/2022	Bank Draft	0	301.75	DFT0006383
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/27/2022	Bank Draft	0	123.50	DFT0006385
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/27/2022	Bank Draft	0	86.25	DFT0006387
00910	MINNESOTA VALLEY TESTING LAB, INC.	01/28/2022	Bank Draft	0	61.75	DFT0006389
01335	STAPLES ADVANTAGE	01/20/2022	Bank Draft	0	266.15	DFT0006377
01335	STAPLES ADVANTAGE	01/24/2022	Bank Draft	0	53.83	DFT0006379
01335	STAPLES ADVANTAGE	01/31/2022	Bank Draft	0	67.43	DFT0006397
01335	STAPLES ADVANTAGE	02/01/2022	Bank Draft	0	206.06	DFT0006405
03279	STERICYCLE INC	01/25/2022	Bank Draft	0	27.56	DFT0006382
02041	ULINE	01/20/2022	Bank Draft	0	28.88	DFT0006356
02591	UNITED TEAM ELITE	01/19/2022	Bank Draft	0	36.00	DFT0006350
01470	VERIZON WIRELESS	01/19/2022	Bank Draft	0	32.28	DFT0006354
00028	AFFORDABLE TOWING OF MANKATO, INC.	01/28/2022	EFT	0	200.00	4799
00028	AFFORDABLE TOWING OF MANKATO, INC.	02/09/2022	EFT	0	100.00	4834
00036	ALEX AIR APPARATUS, INC.	02/09/2022	EFT	0	869.47	4835
01090	AMERICAN SOLUTIONS FOR BUSINESS	01/28/2022	EFT	0	961.95	4800
00105	AUTO VALUE MANKATO	01/28/2022	EFT	0	367.90	4801
00105	AUTO VALUE MANKATO	02/09/2022	EFT	0	456.58	4836
00106	AUTOMATIC SYSTEMS CO.	02/09/2022	EFT	0	1,436.52	4837
00172	BOHRER, TOM	02/09/2022	EFT	0	463.70	4838
00174	BOLTON & MENK, INC.	02/09/2022	EFT	0	69,260.00	4839
00216	C & S SUPPLY CO, INC.	01/28/2022	EFT	0	205.19	4802
00216	C & S SUPPLY CO, INC.	02/09/2022	EFT	0	81.59	4840
02757	CINTAS	01/28/2022	EFT	0	90.63	4803
02757	CINTAS	02/09/2022	EFT	0	187.40	4841

02749	COMMUNICATION STRATEGIES LLC	01/28/2022	EFT	0	200.00	4804
02706	CORE & MAIN LP	02/09/2022	EFT	0	4,315.09	4842
00310	CRYSTEEL TRUCK EQUIPMENT, INC	01/28/2022	EFT	0	551.95	4805
00310	CRYSTEEL TRUCK EQUIPMENT, INC	02/09/2022	EFT	0	979.92	4843
02294	D & K POWDER COATING	01/28/2022	EFT	0	65.00	4806
00322	DALCO	01/28/2022	EFT	0	256.47	4807
00334	DEHEN, MARK	02/09/2022	EFT	0	109.45	4844
00404	FASTENAL COMPANY	01/28/2022	EFT	0	280.24	4808
00453	FREYBERG PETROLEUM SALES, INC.	01/28/2022	EFT	0	1,087.33	4809
00463	G & L AUTO SUPPLY, LLC	01/28/2022	EFT	0	124.00	4810
00482	GMS INDUSTRIAL SUPPLIES, INC.	01/28/2022	EFT	0	221.85	4811
00482	GMS INDUSTRIAL SUPPLIES, INC.	02/09/2022	EFT	0	1,195.11	4845
00544	HENDRICKSON, CHRISTOPHER	01/28/2022	EFT	0	600.00	4812
00544	HENDRICKSON, CHRISTOPHER	02/09/2022	EFT	0	195.63	4846
00657	JT SERVICES	01/28/2022	EFT	0	738.00	4813
00657	JT SERVICES	02/09/2022	EFT	0	3,180.00	4847
00691	KENNEDY & KENNEDY LAW OFFICE	01/28/2022	EFT	0	13,759.86	4814
00691	KENNEDY & KENNEDY LAW OFFICE	02/09/2022	EFT	0	4,581.70	4848
03690	KLISHKO, NICHOLAS	02/09/2022	EFT	0	105.00	4849
02209	KRAL, JACOB	02/09/2022	EFT	0	600.00	4850
03271	LARSON, MATTHEW	01/28/2022	EFT	0	164.51	4815
00767	LIME VALLEY ADVERTISING, INC.	02/09/2022	EFT	0	75.00	4851
00776	LLOYD LUMBER CO.	01/28/2022	EFT	0	177.57	4816
00776	LLOYD LUMBER CO.	02/09/2022	EFT	0	2,496.91	4852
03352	LUXE QUARTERLIES	02/09/2022	EFT	0	2,400.00	4853
00796	MACQUEEN EQUIPMENT, INC.	02/09/2022	EFT	0	6,416.76	4854
00819	MANKATO FORD, INC.	02/09/2022	EFT	0	1,237.11	4855
00825	MANKATO MOTOR COMPANY	02/09/2022	EFT	0	21.09	4856
00869	MECHANICAL RESOURCES, INC.	02/09/2022	EFT	0	98.00	4857
00874	MENARDS-MANKATO	01/28/2022	EFT	0	344.25	4817
00874	MENARDS-MANKATO	02/09/2022	EFT	0	1,011.81	4858
00889	MIDWEST TAPE/HOOPLA	01/28/2022	EFT	0	54.74	4818
00889	MIDWEST TAPE/HOOPLA	02/09/2022	EFT	0	947.58	4859
02532	MIKE'S EMERGENCY VEHICLE INSTALLATIONS I	01/28/2022	EFT	0	529.09	4819
02532	MIKE'S EMERGENCY VEHICLE INSTALLATIONS I	02/09/2022	EFT	0	11,776.93	4860
00902	MINNESOTA IRON & METAL CO	01/28/2022	EFT	0	3,050.75	4820
02323	MOBOTREX	01/28/2022	EFT	0	14.68	4821
00985	MOSS & BARNETT	01/28/2022	EFT	0	215.00	4822
00997	MTI DISTRIBUTING CO	01/28/2022	EFT	0	99,000.00	4823
00997	MTI DISTRIBUTING CO	02/09/2022	EFT	0	1,349.38	4861
01009	NAPA AUTO PARTS - MANKATO	01/28/2022	EFT	0	9.29	4824
01052	NORTH CENTRAL INTERNATIONAL	01/28/2022	EFT	0	8,218.95	4825
01052	NORTH CENTRAL INTERNATIONAL	02/09/2022	EFT	0	95.79	4862
01078	OLYMPIC FIRE PROTECTION CORP.	01/28/2022	EFT	0	6,065.00	4826
02245	ONSITE	01/28/2022	EFT	0	4,471.28	4827
02005	PANTHEON COMPUTERS	01/28/2022	EFT	0	599.00	4828
02005	PANTHEON COMPUTERS	02/09/2022	EFT	0	14,005.39	4863
01093	PAULSON, ANDREAS	01/28/2022	EFT	0	453.96	4829
01402	POMPS TIRE	01/28/2022	EFT	0	790.32	4830
01402	POMPS TIRE	02/09/2022	EFT	0	202.95	4864
01179	RED FEATHER COMPANY	02/09/2022	EFT	0	130.38	4865
02747	RENT-N-SAVE	02/09/2022	EFT	0	95.00	4866
03518	RIDDELL	02/09/2022	EFT	0	15,679.33	4867
01211	RIVER BEND BUSINESS PRODUCTS	01/28/2022	EFT	0	708.22	4831
01211	RIVER BEND BUSINESS PRODUCTS	02/09/2022	EFT	0	422.87	4868
03671	SIATSI, JAMES	02/09/2022	EFT	0	105.00	4869
01281	SIGN PRO	01/28/2022	EFT	0	32.00	4832
03674	SKANE, ANDREW	02/09/2022	EFT	0	280.00	4870
03683	SWAFFORD, RYAN	02/09/2022	EFT	0	70.00	4871
03191	US SOLAR	01/28/2022	EFT	0	1,436.23	4833
03701	VORTEX USA INC.	02/09/2022	EFT	0	44,812.65	4872
01492	WACO SCAFFOLDING & SUPPLY CO.	02/09/2022	EFT	0	430.00	4873
03442	WASMUND, LARRY	02/09/2022	EFT	0	387.10	4874
00234	CENTER POINT ENERGY	01/19/2022	Bank Draft	0	99.06	DFT0006338
00234	CENTER POINT ENERGY	01/19/2022	Bank Draft	0	239.77	DFT0006339
00234	CENTER POINT ENERGY	02/01/2022	Bank Draft	0	12,907.09	DFT0006373
03675	COMPUTERSHARE	01/31/2022	Bank Draft	0	501,956.25	DFT0006367

02003	MINNESOTA DEPT OF REVENUE	01/17/2022	Bank Draft	0	11,161.00	DFT0006333
02003	MINNESOTA DEPT OF REVENUE	01/28/2022	Bank Draft	0	6,466.21	DFT0006361
02150	U.S. BANK	01/31/2022	Bank Draft	0	221,750.00	DFT0006368
02150	U.S. BANK	01/31/2022	Bank Draft	0	374,112.50	DFT0006369
02150	U.S. BANK	01/31/2022	Bank Draft	0	177,500.00	DFT0006370
02150	U.S. BANK	01/31/2022	Bank Draft	0	329,181.25	DFT0006371
01477	VIKING ELECTRIC SUPPLY, INC.	01/19/2022	Bank Draft	0	407.31	DFT0006340
01477	VIKING ELECTRIC SUPPLY, INC.	01/30/2022	Bank Draft	0	551.32	DFT0006375
01557	XCEL ENERGY	01/19/2022	Bank Draft	0	13.31	DFT0006335
01557	XCEL ENERGY	01/19/2022	Bank Draft	0	135.69	DFT0006336
01557	XCEL ENERGY	01/19/2022	Bank Draft	0	177.91	DFT0006337
01557	XCEL ENERGY	02/01/2022	Bank Draft	0	23,041.78	DFT0006374
					<u>2,549,233.37</u>	<u>203</u>

Authorization Signatures

All Council

The above manual and regular claims lists for 2-7-22 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

SANDRA OACHS- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item: 8E	Department: Public Works	Council Meeting Date: 2/7/22																											
TITLE OF ISSUE: Consider Adopting Resolution Authorizing Outdoor Recreation Grant Program Application.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Resolution allows the City to apply for a 50% match from the Department of Natural Resources Outdoor Recreation Grant. If a Council approved project is identified before the March 31, 2022, grant application deadline, the resolution allows staff to proceed with the application process.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution Authorizing Outdoor Recreation Grant Program Application.																													
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>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	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"/>
Aye	Nay																												
_____	_____	Norland																											
_____	_____	Oachs																											
_____	_____	Whitlock																											
_____	_____	Steiner																											
_____	_____	Dehen																											
Resolution	Ordinance	Contract	Minutes	Map																									
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
<input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																												

RESOLUTION AUTHORIZING OUTDOOR RECREATION GRANT PROGRAM APPLICATION

BE IT RESOLVED that the City of North Mankato act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on March 31, 2022 and that the City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of North Mankato.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the State any actual, potential, or perceived individual or organizational conflicts of interest to the application or grant award.

BE IT FURTHER RESOLVED that the City of North Mankato has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of North Mankato has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of North Mankato has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of North Mankato may enter into an agreement with the State for the above-referenced project, and that the City of North Mankato certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of North Mankato on February 7, 2022.

SIGNED:

(Signature)

(Title)

(Date)

WITNESSED:

(Signature)

(Title)

(Date)



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

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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

AMPLIFIED SOUND:



LIVE MUSIC/BAND
DJ/KARAOKE MACHINE
OTHER: _____

DATE OF EVENT: _____

BEGIN TIME: _____

END TIME: _____

7/14, 7/21, 7/28
5:30
7:30
9/1, 9/8, 9/15,
9/22 & 9/29

LOCATION / SHELTER: _____

EVENT NAME: _____

ONSITE COORDINATOR: _____

PRINT NAME: _____

MOBILE NUMBER: _____

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

PRINT NAME: _____

DATE: _____

SIGNATURE: _____

EMAIL: _____

POLICE CHIEF: _____

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item: #8G	Department: City Attorney	Council Meeting Date: 02/7/22
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TITLE OF ISSUE: Consider Resolution Approving State of Minnesota Joint Powers Agreements with the City of North Mankato on behalf of its City Attorney and Police Department.

BACKGROUND AND SUPPLEMENTAL INFORMATION: The City's current Joint Powers Agreement (JPA) and the current Court Amendment Agreement will expire soon. In order for the Police Chief and the City Attorney to continue to have access to the Minnesota Criminal Justice Data Communications Network the City must renew the current JPA and Court Amendment Agreement. By law the attached resolution must be approved by City Council to renew the JPA and Court Amendment Agreement.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt Resolution Approving State of Minnesota Joint Powers Agreements with the City of North Mankato on behalf of its City Attorney and Police Department.

<p>For Clerk's Use:</p> <p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Aye</td> <td style="width: 15%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Norland</td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Oachs</td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Whitlock</td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Steiner</td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Dehen</td> </tr> </table>		Aye	Nay		_____			Norland	_____			Oachs	_____			Whitlock	_____			Steiner	_____			Dehen	<p style="text-align: center;">SUPPORTING DOCUMENTS ATTACHED</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) _____</p> <p>Publication _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
NORTH MANKATO ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of North Mankato on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of North Mankato on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police -, Ross Gullickson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Attorney-, Christopher Kennedy, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Mark Dehen-, the Mayor for the City of North Mankato, and April Van Genderen , the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, ____.

CITY OF NORTH MANKATO

By: Mark Dehen
Its Mayor

ATTEST: _____
By: April Van Genderen
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of North Mankato on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Two Hundred Seventy Dollars (\$270.00) or a total annual cost of One Thousand Eighty Dollars (\$1,080.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Ross Gullickson, Chief
Address: 1001 Belgrade Ave
North Mankato, MN 56003
Telephone: 507.625.4141
Email Address: rgullickson@pd.ci.north-mankato.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of North Mankato on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 206123, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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 sewer pipe for the following described real estate:

522 Lyndale Street
PIN #18.796.0020
Block 1 Lot 5 Subdivision Name HC Small's ADD
Cost: \$10,500.00

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 7th day of February 2022.

Mayor

ATTEST:

City Clerk

CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) and John and Cheryl Todtleben.

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

1. Owner's property is described as follows:
522 Lyndale Street
PIN #18.796.0020
Block 1 Lot 5 Subdivision HC SMALL'S 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 \$10,500.00. 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 _____, 2022.

City of North Mankato

By: _____

Its: _____



Property Owner

Property Owner



505 Industrial St.
St. Peter, MN 56082
(507) 995-8956
joehunt.plumbing@gmail.com

Invoice

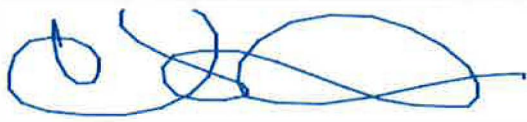
DATE	12/15/2021
INVOICE#	2581
TERMS	Cash On Delivery

BILL TO
Cheryl Todphlben 522 Lyndale Street North Mankato MN 56003 (507) 317-1840

SERVICE LOCATION
Cheryl Todtleben 522 Lyndale Street North Mankato MN 56003 (507) 317-1840

JOB#	DATE	PO/REF#	DESCRIPTION
38864169	11/12/2021		Sold Job, Liner Completion Notes: Pulled old toilet and disposed of it. Broke up concrete around toilet and over to stack. Cut out section of cast. Shot liner let it cure over night. Came back next day and pulled out liner. Cameraed line and liner looked awesome. Put pipe back together and installed a toilet flange. Poured concrete. 10 year warranty on the liner.

Job Charges	Qty	Rate	Total
Inversion Lining Shooting a 60' liner. See pics.	1.00	\$11,250.00	\$11,250.00
Job Subtotal			\$11,250.00
Job Total			\$11,250.00

PRE-WORK SIGNATURE

11/12/2021 10:56 am

POST-WORK SIGNATURE

Signed By: Cheryl Todphlben

Signed By:

CUSTOMER MESSAGE
Mailing Address : 45994 Shanaska Creek Road, St. Peter, MN, 56082

Invoice Total:	\$11,250.00
Deposits (-):	\$750.00
Payments (-):	\$0.00
Total Due:	\$10,500.00

RESOLUTION NO. 20-22

RESOLUTION SETTING FIREFIGHTER'S RELIEF ASSOCIATION
RETIREMENT BENEFITS AND ESTABLISHING FUNDING LIMITATIONS

WHEREAS, the North Mankato City Council has reviewed the status of Firefighter's Relief benefits; and

WHEREAS, existing circumstances indicate that a benefit adjustment is in order.

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

That the retirement benefit be set at \$4,500 per year of service effective June 1, 2022; and

That no increase in the retirement benefit shall require a municipal contribution by tax levy in excess of \$1.00 per capita based on the most recent census population or official State Demographer's population estimate; and

That no increase in the retirement benefit shall cause the funding ration of the retirement fund to fall below 90%; and

That all subsequent requests for benefit adjustments shall be submitted pursuant to the criteria established by this resolution.

Adopted by the City Council this ____ day of _____ 2022.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 10A	Dept: Community Dev.	Council Meeting Date: 2/7/22																																																															
TITLE OF ISSUE: Consider Ordinance No. 147, Fourth Series 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 2 (2), Permitting Annexation by Ordinance.																																																																	
BACKGROUND AND SUPPLEMENTAL INFORMATION: The North Mankato City Council set a public hearing on January 3, 2022, to annex the described property which is completely surrounded by the City of North Mankato. Thirty day notice of the annexation was provided to the Belgrade Township and all property owners adjacent to the property.																																																																	
<i>If additional space is required, attach a separate sheet</i>																																																																	
REQUESTED COUNCIL ACTION: Adopt Ordinance No. 147, Fourth Series 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 2 (2), 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> <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></td> <td></td> <td>Oachs</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay								_____	_____						Oachs		_____	_____						Whitlock		_____	_____						Steiner		_____	_____						Norland		_____	_____						Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">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> </table> Other (specify) _____ _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ORDINANCE NO. 130, FOURTH SERIES

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 2(2), PERMITTING ANNEXATION BY ORDINANCE

WHEREAS, the described tract of unincorporated property is 100% surrounded by municipal limits of the City of North Mankato, MN; and

WHEREAS, said property is not located within a flood plain or shoreland area; and

WHEREAS, the City of North Mankato held a public hearing pursuant to Minnesota Statutes 414.033 Subd. 2, on February 7, 2022, following thirty (30) days written notice by certified mail to the Township of Belgrade and to all landowners within and contiguous to the area legally described, to be annexed; and

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

1. The City Council hereby determines that the property as hereinafter described is 100% surrounded by municipal limits and is or is about to become urban or suburban in nature in that residential use is being proposed for said property the construction of which requires or will need city services, including public sewer facilities.
2. None of the property is now included within the limits of any city, or in any area that has already been designated for orderly annexation pursuant to Minnesota Statute § 414.0325.
3. The corporate limits of the City of North Mankato, Minnesota, are hereby extended to include the following described property to wit:

That part of the West Half of the West Half of the Southwest Quarter of Section 3 and that part of the Southeast Quarter of the Southeast Quarter of Section 4 and that part of the Northeast Quarter of the Northeast Quarter of Section 9, all in Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Beginning at the southwesterly corner of Burnett's Ravine Ridge No. 6, according to the plat thereof on file and of record with the Nicollet County Recorder; thence North 18 degrees 36 minutes 31 seconds East, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the westerly line of said Burnett's Ravine Ridge No. 6, a distance of 140.00 feet; thence North 37 degrees 44 minutes 16 seconds East, along said westerly line, a distance of 63.51 feet; thence North 32 degrees 11 minutes 09 seconds East, along said westerly line, a distance of 512.00 feet; thence North 17 degrees 34 minutes 52 seconds East, along said westerly line, a distance of 209.11 feet to a point on the southerly line of Parcel 9N5 according to Nicollet County Right Of Way Plat No. 26, on file and of record with the Nicollet County Recorder; thence North 81 degrees 44 minutes 09 seconds West, along said southerly line, a distance of 37.07 feet to monument B52077 of said Right Of Way Plat; thence North 79 degrees 14 minutes 25 seconds West, along said southerly line, a distance of 144.85 feet to monument 574 of said Right Of Way Plat; thence continuing North 79 degrees 14 minutes 25 seconds West,

along the southerly line of Parcel 9N6 of said Right Of Way Plat, a distance of 56.18 feet to monument B52078 of said Right Of Way Plat; thence South 76 degrees 10 minutes 02 seconds West, along said southerly line, a distance of 125.13 feet to monument B52079 of said Right Of Way Plat; thence South 33 degrees 53 minutes 16 seconds West, along the easterly line of Parcel 9N7 of said Right Of Way Plat, a distance of 835.05 feet to the point of intersection with the northerly line of Outlot B of Burnett's Ravine Ridge No. 3, according to the plat thereof on file and of record with the Nicollet County Recorder; thence South 71 degrees 23 minutes 29 seconds East, along said northerly line, a distance of 424.03 feet to the point of beginning.

Said parcel contains 7.63 acres, subject to any and all easements of record.

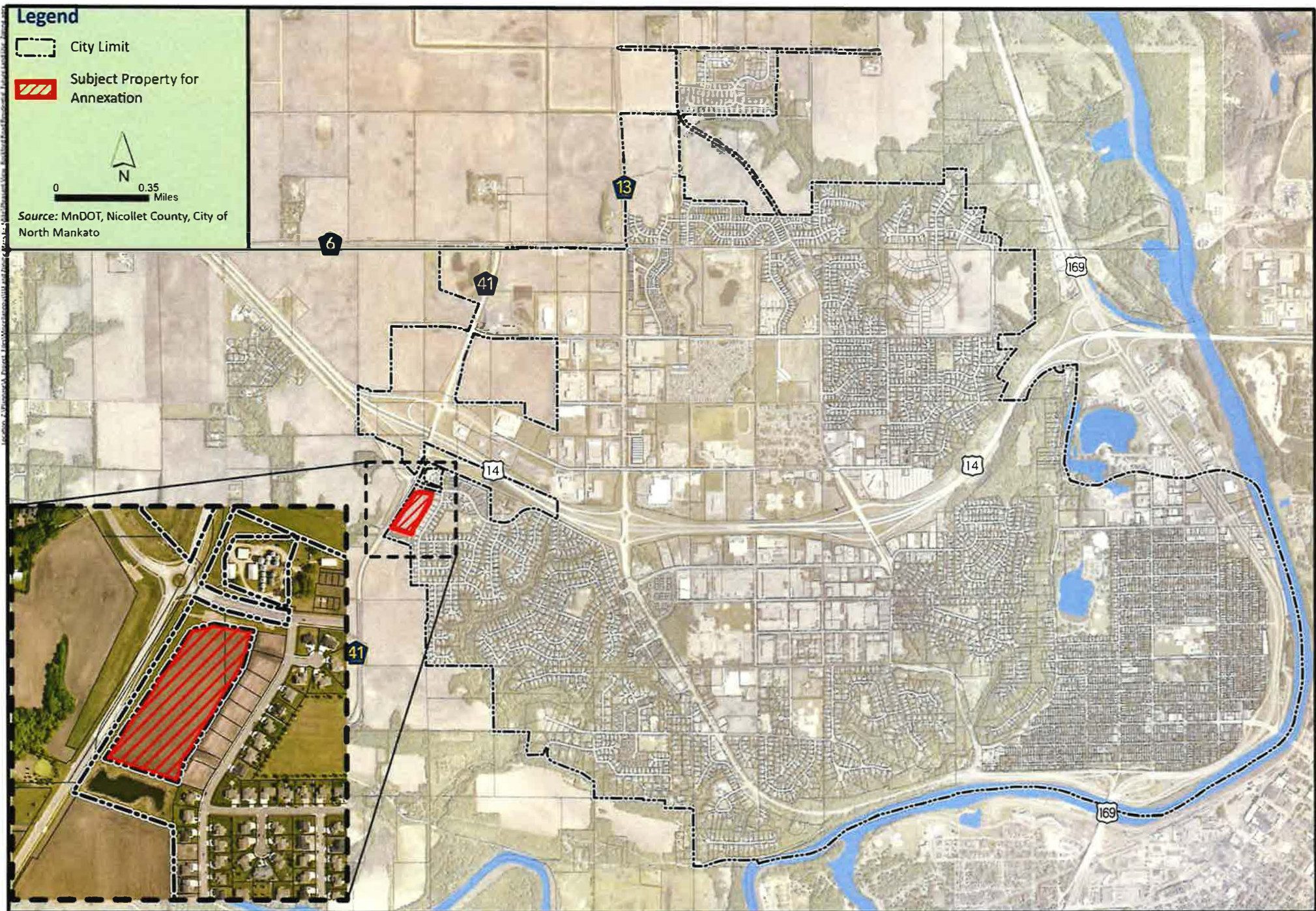
4. That the population of the area legally described herein and hereby annexed is 0.
5. The City of North Mankato pursuant to Minnesota Statutes §414.036, and in accordance with the reimbursement agreement (Exhibit A) with respect to the property taxes payable on the area legally described herein, hereby annexed, shall make a cash payment to Belgrade Township of \$268.70 and shall not receive any further property tax income from the land commencing with the tax year 2022.
6. That pursuant to Minnesota Statutes § 414.036 with respect to any special assessments assigned by the Town 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, for the area legally described there are no special assessments or debt incurred by the Town on the subject are for which reimbursement is required.
7. 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.
8. 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 7th day of February 2022.

Mayor

ATTEST:

City Clerk
(City Seal)



CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 10B	Dept: City Engineer	Council Meeting Date: 2/7/22
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TITLE OF ISSUE: Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids Project No. 21-06 ABCDEF McKinley Avenue Improvement Project.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the memo provided by City Engineer Sarff.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt Resolution Approving Plans and Specifications and Ordering Advertisement for Bids Project No. 21-06 ABCDEF McKinley Avenue Improvement Project.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:

Aye Nay

_____	_____	Oachs
_____	_____	Whitlock
_____	_____	Steiner
_____	_____	Norland
_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution Ordinance Contract Minutes Map

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Other (specify) _____

☐ Workshop

☒ Regular Meeting

☐ Special Meeting

☐ Refer to: _____

☐ Table until: _____

☐ Other: _____

MEMORANDUM

Date: January 25, 2022
To: John Harrenstein, City Administrator
From: Daniel R. Sarff, P.E., City Engineer
CC: Nate Host, Public Works Director
Kevin McCann, Finance Director
Subject: McKinley Avenue Improvement Project, City Project No. 21-06 ABCDEF
BMI Project No. 0M1.125173

Plans and specifications have been prepared for the McKinley Avenue Improvement Project. The proposed improvements are essentially the same as that presented with the Preliminary Engineering Report and subsequent City Council presentations. The following is a brief summary of the proposed improvements:

Project Locations: McKinley Avenue from Sherman Street to Range Street (300, 400 & 500 blocks)

Proposed Improvements:

- Sanitary Sewer, Watermain, Storm Sewer:
 - Replace existing clay sanitary sewer with new plastic pipe and new manholes
 - Replace existing cast iron watermain with new plastic pipe and replace valves/fittings
 - Replace existing sanitary sewer and water services within right-of-way
 - Install new auto-reading water meters on residential properties
 - Construct new storm sewer including additional inlets
- Street and Surface:
 - Reconstruct existing street with new bituminous pavement and curb and gutter (32' street width)
 - Bituminous pavement section conforming to City standards, including subsurface drains on both sides
 - Sidewalk on north side only from Sherman Street to Range Street - 5' wide
 - New concrete driveway aprons
 - Restore all disturbed residential turf areas with topsoil, seed, fertilizer, and erosion control blanket
- Street Lights
 - Add two new mid-block street lights on each block – total of six new street lights

Estimated Project Costs:

Item	Estimated Cost
Street and Surface Improvements/Street Lights	\$837,800
Storm Sewer	\$225,500
Sanitary Sewer Mainline and Services	\$257,700
Watermain Mainline and Services	\$342,200
TOTAL:	\$1,663,200

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

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS
PROJECT NO. 21-06 ABCDEF MCKINLEY AVENUE IMPROVEMENT PROJECT

WHEREAS, pursuant to a resolution of the City Council adopted the 15th day of November 2021, the City Engineer has prepared plans and specifications for Project No. 21-06 ABCDEF, McKinley Avenue Improvement Project and has presented such plans and specifications to the council for approval.

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

1. Such plans and specifications, a copy of which is on file in the City Clerk's office and made a part hereof, are hereby approved.
2. The city clerk shall prepare and cause to be inserted in the official paper and on Quest Construction Data Network, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for not less than three weeks, shall specify the work to be done, shall state that bids will be received by the clerk until 11:00 a.m. on March 1, 2022, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and the City Engineer
3. The bids will then be tabulated and will be considered by the City Council at their regular meeting at 7:00 p.m. on April 4, 2022, in the Council Chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility.
4. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for five (5) percent of the amount of such bid.

Adopted by the City Council this 7th day of February 2022.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 10C	Dept: City Engineer	Council Meeting Date: 2/7/22																											
TITLE OF ISSUE: Consider Resolution Accepting Bid Project No. 21-07 DEF 2022 Street and Miscellaneous Paving Improvement Project.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the memo provided by City Engineer Sarff.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution Accepting Bid Project No. 21-07 DEF 2022 Street and Miscellaneous Paving Improvement Project.																													
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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Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

January 25, 2022

John Harrenstein
City Administrator
City of North Mankato
1001 Belgrade Avenue, P.O. Box 2055
North Mankato, MN 56002-2055

RE: 2022 Street and Miscellaneous Paving Improvement Project
City Project No. 21-07 DEF
BMI Project No. 0M1.126015

Dear Mr. Harrenstein,

Bids were received and opened on Tuesday, January 18th at 11:00am for the 2022 Street and Miscellaneous Paving Improvement Project. The following is a summary of the proposed improvements for which bids were taken:

Street Mill & Overlays:

- North River Drive – City limits to Webster Avenue
- Candi Court – Candi Lane to cul-de-sac southeast
- Sherman Street – Belgrade Avenue to Monroe Avenue
- Garfield Avenue – Lake Street to dead end west
- Village Court – Lee Boulevard to cul-de-sac north
- Shady Oak Drive – entire loop Marie Lane to Marie Lane
- Nottingham Lane – James Drive to end of 2021 overlay (just south of Sherwood Drive)
- Kings Court - Nottingham Drive to cul-de-sac east
- Queens Court - Nottingham Drive to cul-de-sac east
- Roe Crest Drive & Roe Crest Court – entire length

Alley Mill & Overlays:

- Alley between Wheeler Avenue and Belgrade Avenue from Cross Street to Range Street
- Alley between Belgrade Avenue and Nicollet Avenue from Sherman Street to Center Street

Attached is a map showing the location of the proposed improvements.

Three (3) bids were received, and the results of the bids are tabulated below:

Bidder	Bid Amount
Nielsen Blacktopping, Inc.	\$598,603.50
W.W. Blacktopping, Inc.	\$620,248.50
OMG Midwest, Inc. (MN Paving & Materials)	\$638,660.90
Engineer's Estimate	\$603,320.00

The low bidder for the project is Nielsen Blacktopping, Inc. from Kasota, Minnesota. The low bid less than 1% below the engineer's estimate and approximately 3.5% below the next lowest bid. Based on past performance on similar projects in previous years, it is our opinion that Nielsen Blacktopping, Inc. is qualified to perform the work required under this contract.

The budget for the project included in the City's Capital Improvement Plan is \$497,000. The bidding documents include provisions that allow the City to eliminate one or more of the bidding sections prior to the award of the contract if required to bring the project within the budgeted amount. Based on discussions with City staff, it is recommended Bidding Section 2 (Sherman Street from Belgrade Avenue to Monroe Avenue) in the amount of \$124,625.00 be eliminated from the project, which results in an adjusted bid amount of \$473,978.50.

We hereby recommend that Nielsen Blacktopping, Inc. be awarded the contract based adjusted bid amount of \$473,978.50.

Please feel free to contact me if you have any questions or if you need any additional information.

Sincerely,

Bolton & Menk, Inc.



Daniel R. Sarff, P.E.
City Engineer

cc: Nathan Host, Public Works Director

Enclosure



RESOLUTION ACCEPTING BID
PROJECT NO. 21-07 DEF 2022 STREET AND MISCELLANEOUS
PAVING IMPROVEMENT PROJECT

WHEREAS, pursuant to an advertisement for bids for the 2022 Street and Miscellaneous Paving Improvement Project, bids were received, opened, and tabulated according to the law for street and surface improvements, and

WHEREAS the following bids were received complying with the advertisement:

Bidder	Bid Amount
Nielsen Blacktopping, Inc.	\$598,603.50
W.W. Blacktopping, Inc.	\$620,248.50
OMG Midwest, Inc. (MN Paving & Materials)	\$638,660.90

WHEREAS, it appears that Nielsen Blacktopping, Inc., of Kasota, Minnesota is the lowest responsible bidder, and

WHEREAS, the low bid is higher than the amount budgeted for the project, and

WHEREAS, the bidding documents include provisions that allow the City to eliminate one or more of the bidding sections prior to the award of the contract if required to bring the project within the budgeted amount.

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

- 1) Bidding Section 2 (Sherman Street from Belgrade Avenue to Monroe Avenue) in the amount of \$124,625.00 is hereby eliminated from the project.
- 2) The Mayor and Administrator are hereby authorized and directed to enter into a construction contract with Nielsen Blacktopping, Inc. of Kasota, Minnesota for the adjusted contract amount of \$473,978.50 in the name of the City of North Mankato, Minnesota for the 2022 Street and Miscellaneous Paving Improvement Project.
- 3) 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 7th day of February 2022.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 10D	Dept: City Engineer	Council Meeting Date: 2/7/22																											
TITLE OF ISSUE: Consider Resolution Accpeting Bids Softball Upgrades Caswell Park Softball Complex Rebid City Project No. 21-04.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the memo provided by Jay Pomeroy, Bolton & Menk.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution Accpeting Bids Softball Upgrades Caswell Park Softball Complex Rebid City Project No. 21-04.																													
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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<input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																												

RESOLUTION NO. 18-22

RESOLUTION ACCEPTING BIDS
SOFTBALL UPGRADES
CASWELL PARK SOFTBALL COMPLEX REBID
CITY PROJECT NO. 21-04

WHEREAS, pursuant to an advertisement for bids for Project No. 21-04, Softball Upgrades, Caswell Park Softball Complex Rebid, bids were received, opened, and tabulated according to the law, and

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

	Engineer's Estimate	Robert W. Carlstrom Co. Inc	Peterson Companies	Apex Construction Group	Urban Construction
Base Bid:	\$2,242,000.00	\$2,160,132.00	\$2,244,500.00	\$2,295,070.00	\$2,710,000.00
Alternate No. 1-1 - Field 2 and 3 Expansion (owner provides Fence)	\$300,000.00	\$129,443.00	\$166,020.00	\$134,585.00	\$155,000.00
Alternate No. 1-2 - Fence Material for Fields 2 and 3 Expansion	\$90,000.00	\$132,759.00	\$174,200.00	\$218,410.00	\$165,000.00
Alternate No. 2 - Additional Batting Cage	\$65,000.00	\$96,993.00	\$60,000.00	\$148,530.00	\$85,000.00
Alternate No. 3 - 40' Tall Backstops	\$15,000.00	\$17,338.00	\$12,600.00	\$17,590.00	\$15,000.00
Alternate No. 4 - Shade Structures	\$220,000.00	\$329,260.00	\$205,000.00	\$270,135.00	\$325,000.00
Alternate No. 5-1: Fence Replacement on Concession Roofs	\$30,000.00	\$20,434.00	\$35,450.00	\$25,480.00	\$50,000.00
Alternate No. 5-2: Furnish Fence Materials for Concession Roofs	\$20,000.00	\$33,171.00	\$71,000.00	\$39,130.00	\$90,000.00
Alternate No. 6: Paver Replacement	\$95,000.00	\$219,315.00	\$134,120.00	\$106,470.00	\$187,000.00
Alternate No. 7 Furnish Chain Link Fence	\$341,000.00	\$270,568.00	\$367,260.00	\$289,950.00	\$400,000.00
Unit Price No. 1 - concrete unit price replacement	\$80.00	\$13.00	\$14.00	\$20.00	\$10.00

AND WHEREAS, it appears that Robert W. Carlstrom Co. Inc of Mankato, Minnesota is the lowest responsible bidder for the combined base bid, and

WHEREAS, the bidding documents include provisions that allow the City to award the Base Bid No. 1 and any combination of alternate bids.

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

- 1) The Mayor and Administrator are hereby authorized and directed to enter into a construction contract with Robert W. Carlstrom Co. Inc. in the name of the City of North Mankato, Minnesota for Project No. 21-04, Softball Upgrades, Caswell Park Softball Complex Rebid, for the Base Bid No. 1 and Alternate No. 7 in the amount of \$2,430,687.00, according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
- 2) 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 7th day of February 2022.

Mayor

Attest:

City Clerk



Real People. Real Solutions.

7575 Golden Valley Road
Suite 200
Minneapolis, MN 55427

Ph: [763] 544-7129
Bolton-Menk.com

MEMORANDUM

Date: January 27, 2022
To: Nate Host, City of North Mankato
From: Jay Pomeroy, PLA / km
CC: Dan Sarff, BMI
Subject: City of North Mankato
Letter of Recommendation
Softball Upgrades (Rebid) - Caswell Park
City Project No. 21-04
Project No.: 0V1.123749

Bids were received online through QuestCDN.com for the Softball Upgrades (Rebid) at Caswell Park project on Friday, January 21, 2022. A total of four (4) bids were opened, read aloud and tabulated. A copy of the bid tabulation form is enclosed herein.

The low bidder for the project is RW Carlstrom of Mankato, Minnesota with a Base Bid amount of \$2,160,132.00 (plus recommended alternate) as shown below:

Base Bid	\$2,160,132.00
Alternate No. 7 – Furnish Chain Link Fence	<u>\$ 270,568.00</u>
Total Amount Recommended for Acceptance	\$2,430,687.00

Following the bid opening, I spoke with Eric Baarts, Estimator/Project Manager with RW Carlstrom Co. Inc. to confirm his understanding of the project. Eric stated he was comfortable with their bid and that RW Carlstrom is ready to accomplish the work. Although we have not worked directly with RW Carlstrom, we are aware that the City of North Mankato has. Based on our limited knowledge of the Contractor and positive feedback we've received as to their work ethic and ability to complete projects in a timely manner and on budget, we feel comfortable with their capacity to perform on this project. We hereby recommend that RW Carlstrom be awarded the contract for the Base Bid and Alternate No 7 in the amount of \$2,430,687.00.

Bids were also received under a separate solicitation for electrical structural work related to the Caswell Softball Upgrades. A total of three (3) bids were opened, read aloud and tabulated. The following is a summary of the bid results:

Bidder	Bid Amount
Starry Electric	\$ 64,500.00
Kunkel Electric	\$105,750.00
Electro Mechanical Contracting.	\$165,626.00
Engineer's Estimate	\$100,000.00

The low bidder for this work is Starry Electric from Foley, Minnesota. The low bid is 35% below the engineer's estimate and approximately 40% below the next lowest bid. Based on our knowledge of their capabilities, it is our opinion that Starry Electric is qualified to perform the work required under this contract, and we hereby recommend that Starry Electric be awarded the contract for electrical structural work in the amount of \$64,500.

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

ABSTRACT OF BIDS

SOFTBALL UPGRADES - CASWELL PARK SOFTBALL COMPLEX

CITY PROJECT NO. 21-04

CITY OF NORTH MANKATO, MN

BMI PROJECT NO. 0V1.123749

REVISED BID DATE: 1/21/2022

REVISED TIME: 10:00 AM

ITEM NO.	ITEM	1	2	3	4
		Robert W. Carlstrom Co. Inc. Mankato, MN	Peterson Companies Chisago City, MN	APX Construction Group Mankato, MN	Urban Companies St. Paul, MN
		AMOUNT	AMOUNT	AMOUNT	AMOUNT
BASE BID	Site Work	\$2,160,119.00	\$2,244,500.00	\$2,295,070.00	\$2,710,000.00
Alternate No. 1-1:	Fields 2 and 3 Expansion (Owner provides fence material)	\$129,443.00	\$166,020.00	\$134,585.00	\$155,000.00
Alternate No. 1-2:	Fields 2 and 3 Expansion (Contractor provides fence material)	\$132,759.00	\$174,200.00	\$218,410.00	\$165,000.00
Alternate No. 2:	Additional Batting Cage	\$96,993.00	\$60,000.00	\$148,530.00	\$85,000.00
Alternate No. 3:	40' High Backstops	\$17,338.00	\$12,600.00	\$17,590.00	\$15,000.00
Alternate No. 4:	Shade Structures	\$329,260.00	\$205,000.00	\$270,135.00	\$325,000.00
Alternate No. 5-1:	Fence Replacement on Building Roofs (Owner provides fence material)	\$20,434.00	\$35,450.00	\$25,480.00	\$50,000.00
Alternate No. 5-2:	Fence Replacement on Building Roofs (Contractor provides fence material)	\$33,171.00	\$71,000.00	\$39,130.00	\$90,000.00
Alternate No. 6:	Paver Replacement, New Concrete Flatwork	\$219,315.00	\$134,120.00	\$106,470.00	\$187,000.00
Alternate No. 7:	Furnish Chain Link Fence	\$270,568.00	\$367,260.00	\$289,950.00	\$400,000.00
Unit Price No. 1:	Concrete Walk Replacement	\$13.00	\$14.00	\$20.00	\$10.00

Total- Base Bid + Alternate No. 7: \$2,430,687.00 \$2,611,760.00 \$2,585,020.00 \$3,110,000.00

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 10E	Dept: City Engineer	Council Meeting Date: 2/7/22																												
TITLE OF ISSUE: Consider Resolution Accepting Bids Electrical Structural Work Related to Caswell Park Softball Complex Rebid City Project No. 21-04.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the memo provided by Jay Pomeroy, Bolton & Menk.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Adopt Resolution Accepting Bids Electrical Structural Work Related to Caswell Park Softball Complex Rebid City Project No. 21-04.																														
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 ACCEPTING BIDS
ELECTRICAL STRUCTURAL WORK RELATED TO
CASWELL PARK SOFTBALL COMPLEX REBID
CITY PROJECT NO. 21-04

WHEREAS, pursuant to an advertisement for bids for electrical structural work related to the Caswell Park Softball Complex Softball Upgrades Rebid, City Project No. 21-04, bids were received, opened, and tabulated according to the law, and

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

Bidder	Bid Amount
Starry Electric	\$64,500.00
Kunkel Electric	\$105,750.00
Electro Mechanical Contracting.	\$165,626.00
Engineer's Estimate	\$100,000.00

AND WHEREAS, it appears that Starry Electric of Foley, Minnesota is the lowest responsible bidder.

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

- 1) The Mayor and Administrator are hereby authorized and directed to enter into a construction contract with Starry Electric in the name of the City of North Mankato, Minnesota electrical structural work related to the Caswell Park Softball Complex Softball Upgrades Rebid, City Project No. 21-04, in the amount of \$64,500, according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
- 2) 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 7th day of February 2022.

Mayor

Attest:

City Clerk



Real People. Real Solutions.

7575 Golden Valley Road
Suite 200
Minneapolis, MN 55427

Ph: (763) 544-7129
Bolton-Menk.com

MEMORANDUM

Date: January 27, 2022
To: Nate Host, City of North Mankato
From: Jay Pomeroy, PLA / km
CC: Dan Sarff, BMI
Subject: City of North Mankato
Letter of Recommendation
Softball Upgrades (Rebid) - Caswell Park
City Project No. 21-04
Project No.: 0V1.123749

Bids were received online through QuestCDN.com for the Softball Upgrades (Rebid) at Caswell Park project on Friday, January 21, 2022. A total of four (4) bids were opened, read aloud and tabulated. A copy of the bid tabulation form is enclosed herein.

The low bidder for the project is RW Carlstrom of Mankato, Minnesota with a Base Bid amount of \$2,160,132.00 (plus recommended alternate) as shown below:

Base Bid	\$2,160,132.00
Alternate No. 7 – Furnish Chain Link Fence	<u>\$ 270,568.00</u>
Total Amount Recommended for Acceptance	\$2,430,687.00

Following the bid opening, I spoke with Eric Baarts, Estimator/Project Manager with RW Carlstrom Co. Inc. to confirm his understanding of the project. Eric stated he was comfortable with their bid and that RW Carlstrom is ready to accomplish the work. Although we have not worked directly with RW Carlstrom, we are aware that the City of North Mankato has. Based on our limited knowledge of the Contractor and positive feedback we've received as to their work ethic and ability to complete projects in a timely manner and on budget, we feel comfortable with their capacity to perform on this project. We hereby recommend that RW Carlstrom be awarded the contract for the Base Bid and Alternate No 7 in the amount of \$2,430,687.00.

Bids were also received under a separate solicitation for electrical structural work related to the Caswell Softball Upgrades. A total of three (3) bids were opened, read aloud and tabulated. The following is a summary of the bid results:

Bidder	Bid Amount
Starry Electric	\$ 64,500.00
Kunkel Electric	\$105,750.00
Electro Mechanical Contracting.	\$165,626.00
Engineer's Estimate	\$100,000.00

The low bidder for this work is Starry Electric from Foley, Minnesota. The low bid is 35% below the engineer's estimate and approximately 40% below the next lowest bid. Based on our knowledge of their capabilities, it is our opinion that Starry Electric is qualified to perform the work required under this contract, and we hereby recommend that Starry Electric be awarded the contract for electrical structural work in the amount of \$64,500.

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

ABSTRACT OF BIDS

SOFTBALL UPGRADES - CASWELL PARK SOFTBALL COMPLEX

CITY PROJECT NO. 21-04

CITY OF NORTH MANKATO, MN

BMI PROJECT NO. 0V1.123749

REVISED BID DATE: 1/21/2022

REVISED TIME: 10:00 AM

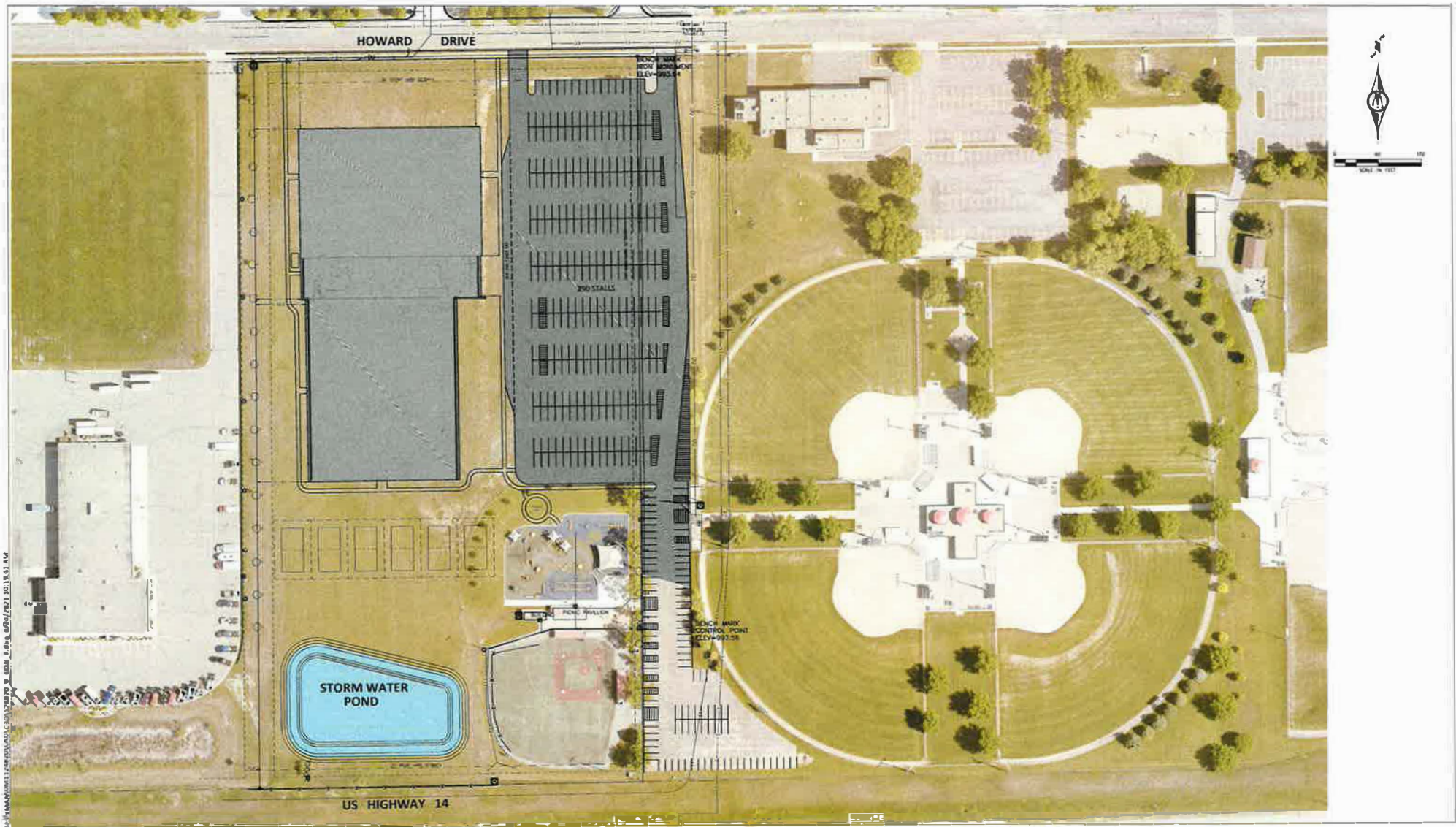
ITEM NO.	ITEM	1	2	3	4
		Robert W. Carlstrom Co. Inc. Mankato, MN	Peterson Companies Chisago City, MN	APX Construction Group Mankato, MN	Urban Companies St. Paul, MN
		AMOUNT	AMOUNT	AMOUNT	AMOUNT
BASE BID	Site Work	\$2,160,119.00	\$2,244,500.00	\$2,295,070.00	\$2,710,000.00
Alternate No. 1-1:	Fields 2 and 3 Expansion (Owner provides fence material)	\$129,443.00	\$166,020.00	\$134,585.00	\$155,000.00
Alternate No. 1-2:	Fields 2 and 3 Expansion (Contractor provides fence material)	\$132,759.00	\$174,200.00	\$218,410.00	\$165,000.00
Alternate No. 2:	Additional Batting Cage	\$96,993.00	\$60,000.00	\$148,530.00	\$85,000.00
Alternate No. 3:	40' High Backstops	\$17,338.00	\$12,600.00	\$17,590.00	\$15,000.00
Alternate No. 4:	Shade Structures	\$329,260.00	\$205,000.00	\$270,135.00	\$325,000.00
Alternate No. 5-1:	Fence Replacement on Building Roofs (Owner provides fence material)	\$20,434.00	\$35,450.00	\$25,480.00	\$50,000.00
Alternate No. 5-2:	Fence Replacement on Building Roofs (Contractor provides fence material)	\$33,171.00	\$71,000.00	\$39,130.00	\$90,000.00
Alternate No. 6:	Paver Replacement, New Concrete Flatwork	\$219,315.00	\$134,120.00	\$106,470.00	\$187,000.00
Alternate No. 7:	Furnish Chain Link Fence	\$270,568.00	\$367,260.00	\$289,950.00	\$400,000.00
Unit Price No. 1:	Concrete Walk Replacement	\$13.00	\$14.00	\$20.00	\$10.00
Total- Base Bid + Alternate No. 7:		\$2,430,687.00	\$2,611,760.00	\$2,585,020.00	\$3,110,000.00

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION

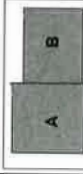


Agenda Item # 10F	Dept: Administration	Council Meeting Date: 2/7/22																																																																		
TITLE OF ISSUE: Receive Update on Indoor Recreation Facility Conceptual Plans and Sales Tax Financing.																																																																				
BACKGROUND AND SUPPLEMENTAL INFORMATION: Staff will provide Council information on the Indoor Recreation Facility Conceptual Plans and Sales Tax Financing.																																																																				
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REQUESTED COUNCIL ACTION: Receive Update on Indoor Recreation Facility Conceptual Plans and Sales Tax Financing.																																																																				
For Clerk's Use: Motion By: _____ Second By: _____ <table style="width: 100%; border-collapse: collapse;"> <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> <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></td> <td></td> <td>Oachs</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay								_____	_____						Oachs		_____	_____						Whitlock		_____	_____						Steiner		_____	_____						Norland		_____	_____						Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____				Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ISG

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT NO.

INDOOR
RECREATION
CENTER

NORTH MAPKATO MINNESOTA

WESTERN SUBURBAN

30000 S.W. 10TH AVE.

MINNAPOLIS, MN 55425

PROJECT NO.

20-00000

FILE NAME

2020-01-10

DESIGNED BY

ISG GROUP, INC.

DESIGNED DATE

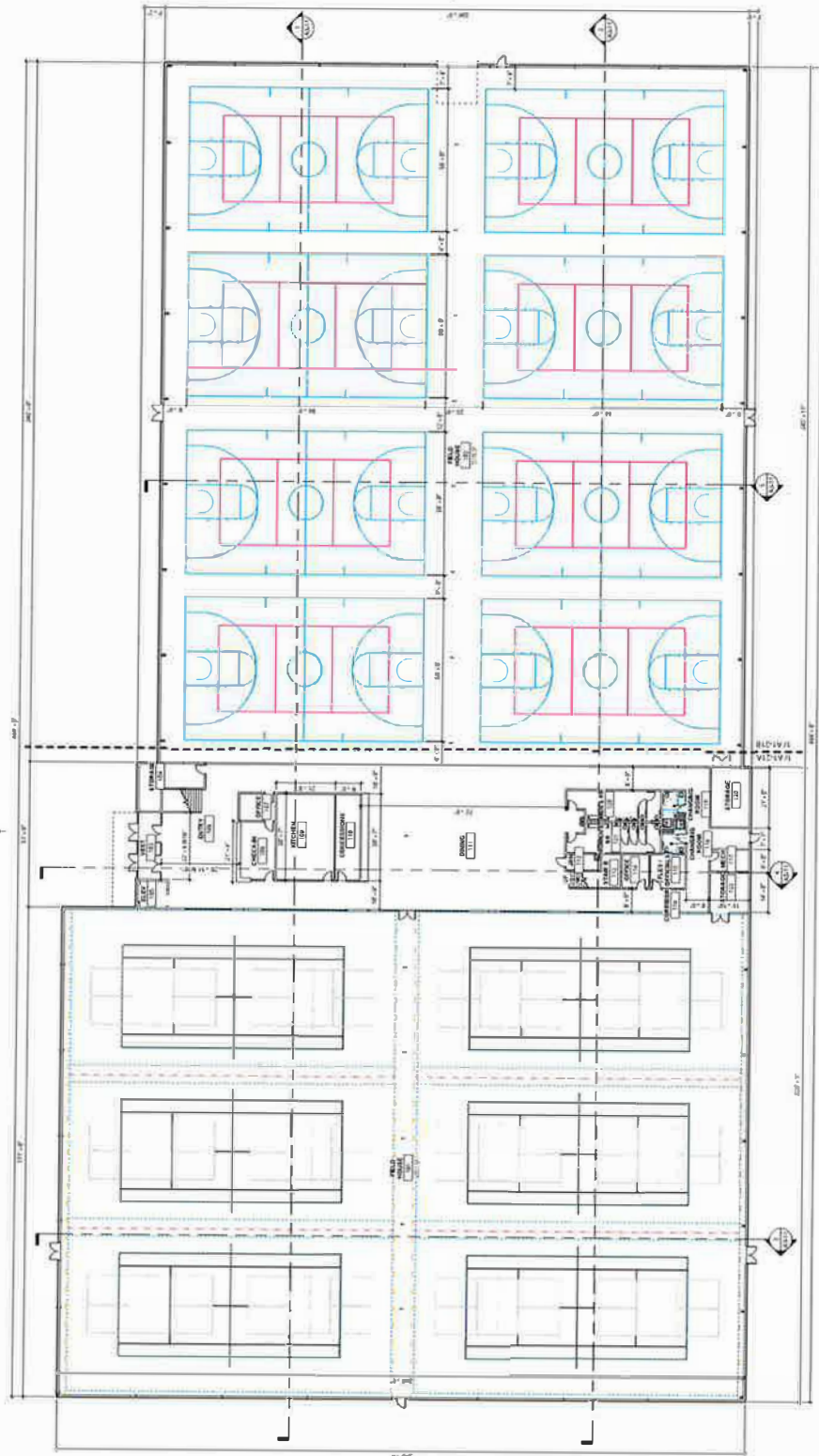
10/05/2017

CLIENT PROJECT NO.

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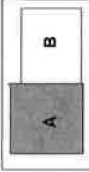
OVERALL FIRST
FLOOR PLAN

A1-21



1 FIRST FLOOR PLAN

ISG



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PROJECT 3

INDOOR
RECREATION
CENTER

PROJECT MANAGER: [Name]

PROJECT NO.: [Number]

DATE: [Date]

REVISIONS:

REVISION NO. DESCRIPTION

1. [Description]

2. [Description]

3. [Description]

4. [Description]

5. [Description]

6. [Description]

7. [Description]

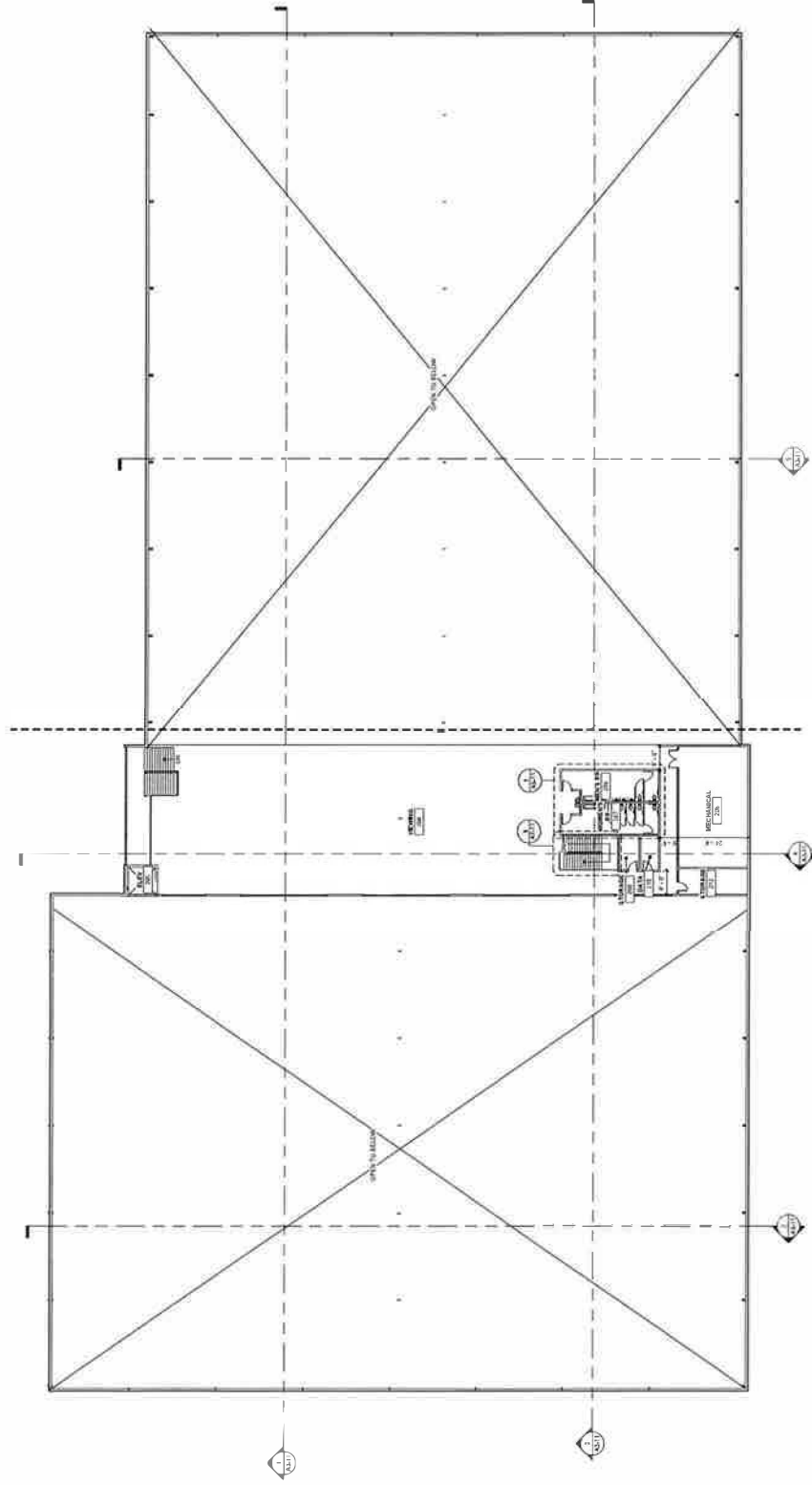
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9. [Description]

10. [Description]

OVERALL
SECOND FLOOR
PLAN

A1-22



1 OVERALL SECOND FLOOR PLAN