

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 June 20, 2022. Mayor Dehen called the meeting to order at 7:00 pm, asking everyone to join the Pledge of Allegiance. The following were present for roll call: Council Members Steiner, Norland, Oachs, Interim City Administrator Fischer, Finance Director McCann, and City Clerk Van Genderen. Absent: Council Member Whitlock.

Approval of Agenda

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

Approval of Council Minutes from June 6, 2022, Council Meeting.

Council Member Norland moved, seconded by Council Member Oachs, to approve the Council meeting minutes of June 6, 2022. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Approval of Special Council Meeting Minutes from June 13, 2022, Meeting.

Council Member Steiner moved, seconded by Council Member Oachs, to approve the Special Council Meeting Minutes from June 13, 2022. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Proclamation

WHEREAS, the Class AAA Mankato West Scarlets Softball Team recently became 2022 Minnesota State Girls' High School Champions; and

WHEREAS, the Scarlets won three consecutive games at the State Tournament held June 9th and 10th to become State Champions; and

WHEREAS, the team, led by Head Coach Don Krusemark, had a season record of 23-4; and

WHEREAS, the team's success was achieved through hard work, dedication, teamwork, and sportsmanship; and

WHEREAS, the team's championship season was supported by friends, family, and the community.

NOW, THEREFORE, BE IT RESOLVED, that we, Najwa Massad, Mayor of the City of Mankato, and Mark Dehen, Mayor of the City of North Mankato, in the State of Minnesota hereby proclaim June 20th, 2022, as:

Mankato West Scarlets Day

Coach Krusemark thanked the Cities for the proclamation and commended the players for their hard work noting the team also worked hard off the field with a team GPA of 3.93.

Public Hearing, 7 p.m., Proposed Property Tax Abatement.

Tammy Omdal, Northland Securities, appeared before Council and reviewed two options for proceeding with the bond sale because the City has not received funding from the State for the Indoor

Caswell Recreation Center. Approximately 6.1 million dollars of the proposed bond sales were scheduled to be an abatement bond to match the State dollars for the Indoor Recreation Center. The Council must decide if they will move forward with the complete bond request or remove the request for the approximately 6.1 million dollars planned for the Caswell Recreation Center. If the Council moves forward and includes the 6.1 million dollars Council could use the funds for other park-related improvements as tax abatement bonds may only be used for park-related improvements. The Council can also remove the 6.1 million dollars from the bond request and move forward with the 3.9 million dollars planned for the Lor Ray Drive and McKinley Avenue Improvement.

Barb Church, 102 Wheeler Avenue, appeared before Council and indicated she believed Council should remove the 6.1 million dollars and only bond for Lor Ray Drive and McKinley Avenue Improvements.

Tom Hagen, 927 Lake Street, appeared before Council and concurred with Ms. Church.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 60-22 Approving Donations/Contributions/Grants.
- C. Approved Audio Permit for Holy Rosary Church Mass at Wheeler Park on August 17, 2022.
- D. Approved Audio Permit for We Walk With Them, Door of Hope Ministries at Spring Lake Park on October 2, 2022, from 3 pm to 5 pm.
- E. Approved Audio Permit for Spinners Bar, 301 Belgrade Avenue, on June 18, 2022, and June 25, 2022, for the Times Listed on the Permit Applications.
- F. Approved Audio and Block Party Permit for Spinners Bar, 301 Belgrade Avenue, on July 9, 2022, from 1 pm to 11 p.m.
- G. Approved an Audio Permit for Spring Lake Park for Mankato Walk to Defeat ALS on September 17, 2022, from 9 am to 12 pm.
- H. Received and Accepted Traffic and Safety Committee Minutes and Recommendations from June 13, 2022, Traffic and Safety Meeting.
- I. Res. No. 61-22 Approving Consent Assessment Agreement.
- J. Approved Public Art Agreement with Indulge Tanning & Salon.

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

Public Comments Concerning Business Items on the Agenda.

Barb Church, 102 Wheeler Avenue, appeared before Council and indicated she disagreed with the wage being offered in the proposed City Administrator Contract.

Business Items

Res. No. 62-22 Providing for the Competitive Negotiated Sale of General Obligation Improvement Bonds, Series 2022A.

Finance Director McCann reported the City began the bonding process a few months ago and had the option to remove the abatement bond portion, which is tied to the Caswell Sports Indoor Recreation Facility.

Tammy Omdal, Northland Securities, reported the Resolution Set Sale of 10 million dollars in general bonds. Street improvements include McKinley Avenue for \$1.6 million and \$2.3 million for

the Lor Ray Drive project. The remaining \$6.1 million is scheduled for the Caswell Indoor Recreation Facility. The City Council can decide to remove the \$6.1 million due to the State not approving the bonding for the facility and proceed with the \$3.9 million designated for the road improvements. A discussion was held concerning waiting to bond for the Caswell Indoor Recreation Facility until the State approves the bonding request.

Council Member Norland moved, seconded by Council Member Oachs, to Direct Staff to Remove the \$6,115,000 Tax Abatement Bonds Portion of the Resolution and Approve the Competitive Negotiated Sale of General Obligation Improvement Bonds, Series 2022A. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Lor Ray Center Preliminary and Final Plat.

Interim City Administrator Fischer reported the request is for the Preliminary and Final Plat of the Lor-Ray Center. The applicant's request to formally plat the property is addressed as 1721 Lor Ray Drive, which has never been officially platted. The property is located between Walgreens and the Shell Gas Station. The property is zoned B-3 General Commercial. The purpose of the platting is to accommodate future commercial development, which has now been announced as a future Starbucks and Chipotle.

Interim City Administrator Fischer reported that the applicant conducted a traffic study to determine if there would be any traffic issues resulting from the future commercial development. The applicants hired a consultant, and no negative traffic issues were found.

Council Member Steiner moved, seconded by Council Member Oachs, to Approve the Lor-Ray Center Preliminary and Final Plat. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Final Plat of Belgrade Addition.

Interim City Administrator Fischer reported that in May of 2022, the City approved the Preliminary Plat of the Belgrade Addition, which would accommodate single-family residential development on 39 acres of land being annexed into the City limits. The Final Plat consists of 28 lots for future single-family residential development. Outlot A is reserved for future phased development. And Outlots B & C for stormwater holding ponds. Interim City Administrator Fischer reported that while traditionally, the developer names the streets, the city has the right to reject street names. The Planning Commission rejected the street name Joaco Lane, and the developer changed the name to Serenity Lane. He noted that all lots meet or exceed the minimum lot size requirements. Interim City Administrator Fischer reported the Planning Commission recommended approval of the Final Plat with the street name changed from Joaco to Serenity Lane.

Council Member Norland moved, seconded by Council Member Steiner, to approve the Final Plat of Belgrade Addition with the Street Name of Serenity Lane. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Accept North Mankato's 2021 Financial Statement Audit.

Finance Director McCann introduced Layne Kockelman from Abdo, who reviewed the audit. Mr. Kockelman reported there were no findings or instances of noncompliance. There were two findings which included the preparation of the financial statements, which means the auditors assisted with document preparation, and material audit adjustments, which means there were some adjustments at year-end. Mr. Kockelman reported the City received the GFOA Award of Financial Reporting Achievement for the 35 years in a row. Mr. Kockelman reviewed the General Fund Fund Balances, which were approximately 8.9 million. A review of the General Fund Revenues by Type did not show

significant differences from previous years, except the Intergovernmental revenue was higher because of CARES money. General Fund Expenditures by Type showed an increase in the Culture and Recreation due to moving it to a separate fund to provide more transparency. Mr. Kockelman reviewed the Capital Project Fund Balances noting that Caswell North shows a deficit which will be covered as Mankato United pays for the turf in the out-years. He said most of the Fund balances are restricted to bonded projects. Mr. Kockelman reviewed the Special Revenue Fund Balances and reported an increase in the funds. Finance Director McCann pointed out that there are some large cash balances, but they are dedicated and not available for spending outside their designation. Mr. Kockelman reviewed the debt service, noting there is \$1.75 million unrestricted cash and investments, \$30 million in outstanding debt, and \$5.5 million in future interest. Mr. Kockelman reviewed the Enterprise Funds, including the Water, Sewer, Storm Water, Recycling, Solid Waste, and Hotel Fund. All of the funds are cash flowing. It was noted the Solid Waste Fund's balance is low, but rates were increased in 2022, and the fund balance will grow. This is the first year of the Hotel Fund, and Finance Director McCann reported staff continues to work on a development plan for the hotel. Mr. Kockelman reviewed vital performance indicators by comparing North Mankato with Cities in Nicollet County and Class 3 Cities. The Tax rate and per capita is in line with the comparable cities. Long Term debt and debt service expenditures are close to the comparable cities. Finance Director McCann reported the audit showed the City in good financial standing.

Council Member Steiner moved, seconded by Council Member Norland, to Accept the North Mankato's 2021 Financial Statement Audit. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Authorize the City of North Mankato, Minnesota Employment Agreement with Kevin McCann.

Council Member Oachs questioned the pay rate noting she thought it would be closer to the bottom of the range. Mayor Dehen commented that \$155,000 was the max and noted the demand for experienced City Administrator is high, and the City wanted to secure a good candidate.

Council Member Norland moved, seconded by Council Member Steiner, to Authorize the City of North Mankato, Minnesota Employment Agreement with Kevin McCann. Vote on the motion Oachs, Steiner, Norland, and Dehen aye; no nays. Motion carried.

City Administrator and Staff Comments

Interim City Administrator Fischer reported the City would be hosting a Pollinator event at Benson Park on June 25, 2022, from 9 to noon.

The Swim Facility will be hosting an adult night on June 24, 2022.

The Police Department has opened the Police Annex Community Room as a cooling center through Thursday, June 23, 2022.

The Library and City Hall will be closed on July 4, 2022, in observance of Independence Day.

City Administrator McCann thanked the City Council for the opportunity to help move the City forward.

Mayor and Council Comments

Council Member Norland warned the community about various scams and would be providing resources to the library.

Council Member Oachs noted the City needs to follow the ARPA dollar federal guidelines carefully. She also commented that as the City moves into the budget season, they need to be preparing to expend dollars for the ASA remodeling and the wastewater reconstruction.

Council Member Oachs stated the flood wall mural looks great.

Council Member Oachs thanked Community Development Director Fischer for his work as interim City Administrator.

Council Member Steiner requested that the open forum be part of the agenda.

Mayor Dehen thanked the public for attending ArtSplash, Concert on Commerce, and Movies in the Park.

At 8:12 pm, on a motion by Council Member Norland, seconded by Council Member Steiner, the Council Meeting was adjourned.

Mayor

City Clerk



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 7-5-22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00416	1st LINE/LEEWES VENTURES LLC	07/05/2022	Regular	0	161.75	96023
00012	ABDO LLP	07/05/2022	Regular	0	4,700.00	96024
00029	AG SPRAY EQUIPMENT	07/05/2022	Regular	0	16.83	96025
03636	ATLAS TOYOTA	07/05/2022	Regular	0	206.72	96026
03032	BACHMAN'S WHOLESALE NURSERY	07/05/2022	Regular	0	3,206.25	96027
00124	BAUER'S UPHOLSTERY	07/05/2022	Regular	0	550.00	96028
00133	BELGRADE TOWNSHIP TREASURER	06/23/2022	Regular	0	1,974.15	96016
00142	BETHANY LUTHERAN COLLEGE	07/05/2022	Regular	0	11,625.00	96029
02169	BLUE LINE SHARPENING & SALES	07/05/2022	Regular	0	234.00	96030
02637	C & H SPORT SURFACES, INC.	07/05/2022	Regular	0	13,950.00	96031
03592	CHANKASKA CREEK	07/05/2022	Regular	0	960.00	96032
00255	CITY OF MANKATO	07/05/2022	Regular	0	11,171.89	96033
00364	DRUMMER'S GARDEN CENTER & FLORAL	07/05/2022	Regular	0	109.30	96034
00074	EARL F. ANDERSEN INC.	07/05/2022	Regular	0	346.95	96035
00380	ELECTRIC PUMP, INC.	07/05/2022	Regular	0	10,003.50	96036
00401	EXPRESS SERVICES, INC.	07/05/2022	Regular	0	1,048.36	96037
03584	FACTORY MOTOR PARTS	07/05/2022	Regular	0	193.62	96038
03786	FADNESS, ARLEY	07/05/2022	Regular	0	23.60	96039
00409	FERGUSON ENTERPRISES, INC	07/05/2022	Regular	0	1.91	96040
00432	FLEETPRIDE	07/05/2022	Regular	0	110.95	96041
00458	FRONTLINE WARNING SYSTEMS	07/05/2022	Regular	0	33,408.00	96042
00519	HACH COMPANY	07/05/2022	Regular	0	586.60	96043
00577	HOLTMEIER CONSTRUCTION	07/05/2022	Regular	0	653,643.62	96044
00594	HY-VEE FOOD STORES, INC.	07/05/2022	Regular	0	113.26	96045
00595	HY-VEE, INC.	07/05/2022	Regular	0	1,095.93	96046
03174	LAKES SPORTS BAR & GRILL	07/05/2022	Regular	0	526.14	96047
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR	06/22/2022	Regular	0	220,593.00	96013
00759	LEEP SUMMER REC	07/05/2022	Regular	0	1,500.00	96048
00805	MAGFA	06/29/2022	Regular	0	670.11	96020
03788	MAKELA, AUBREY	07/05/2022	Regular	0	60.00	96049
02110	MAKING FACES MANKATO	07/05/2022	Regular	0	1,650.00	96050
00817	MANKATO EAST	06/20/2022	Regular	0	897.92	96010
03787	MANKATO LANDSCAPERS	07/05/2022	Regular	0	1,600.00	96051
00828	MANKATO PEPPERS	07/05/2022	Regular	0	1,000.00	96052
00832	MANKATO TENT & AWNING CO.	07/05/2022	Regular	0	51.00	96053
02413	MEYERS, DIANE	07/05/2022	Regular	0	88.00	96054
02892	MICHEL'S TRAILER SALES	07/05/2022	Regular	0	205.56	96055
02377	MINNESOTA FASTPITCH COACHES ASSN.	06/29/2022	Regular	0	251.51	96021
00940	MINNESOTA RURAL WATER ASSOCIATION	07/05/2022	Regular	0	800.00	96056
03647	MINNESOTA SODDING COMPANY, LLC	07/05/2022	Regular	0	6,446.30	96057
00906	MINNESOTA STATE HIGH SCHOOL LEAGUE	06/29/2022	Regular	0	3,220.70	96022
00951	MINNESOTA TRUCK & TRACTOR, INC.	07/05/2022	Regular	0	92.48	96058
01044	NICOLLET FIRE DEPARTMENT	07/05/2022	Regular	0	960.00	96059
01045	NIELSEN BLACKTOPPING	07/05/2022	Regular	0	306,415.18	96060
03789	NOAH RIEMER PRODUCTIONS LLC	07/05/2022	Regular	0	750.00	96061
01057	NORTH MANKATO MOTOR VEHICLE REGISTRA	06/27/2022	Regular	0	197.50	96019
02060	NORTHERN COMFORT	07/05/2022	Regular	0	137.80	96062
03748	PERFORMANCE FOODSERVICE	07/05/2022	Regular	0	589.12	96063
03605	PETERSON COMPANIES, INC.	07/05/2022	Regular	0	39,903.31	96064
01106	PETTY CASH	07/05/2022	Regular	0	36.79	96065
01133	POWERPLAN/RDO EQUIPMENT	07/05/2022	Regular	0	949.51	96066
01182	REGION 2A	06/20/2022	Regular	0	696.56	96011
01191	RELIANCE ELECTRIC OF SOUTHERN MINNESOT	07/05/2022	Regular	0	327.93	96067
01263	SCHWICKERT'S TECTA AMERICA LLC	07/05/2022	Regular	0	4,496.55	96068
01332	STANDARD SPRING	07/05/2022	Regular	0	1,718.44	96069
03784	TACTICAL & TECHNICAL ASSESSMENT SERVICE	06/22/2022	Regular	0	700.00	96015
03035	TOW DISTRIBUTING CORPORATION	07/05/2022	Regular	0	806.70	96070

03662	VAN METER INC	07/05/2022	Regular	0	69.63	96072
03790	VEE PLUMBING & HEATING	07/05/2022	Regular	0	93.08	96073
03785	VELK, KIMBERLY	06/23/2022	Regular	0	550.00	96017
03307	VINNIES MINN. SNO PENTICO ICE & MFG	07/05/2022	Regular	0	1,155.80	96074
02339	WOLF LANDSCAPING	07/05/2022	Regular	0	210.00	96075
01568	ZIEGLER, INC.	07/05/2022	Regular	0	56.52	96076
00007	A&B TRANSMISSIONS	06/09/2022	Bank Draft	0	5,356.00	DFT0006890
00007	A&B TRANSMISSIONS	06/23/2022	Bank Draft	0	343.00	DFT0006932
00101	AT&T MOBILITY	06/17/2022	Bank Draft	0	48.68	DFT0006898
00241	CHARTER COMMUNICATIONS	06/17/2022	Bank Draft	0	271.95	DFT0006895
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	74.88	DFT0006940
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	54.07	DFT0006941
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	1,569.34	DFT0006942
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	42.94	DFT0006943
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	48.07	DFT0006944
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	231.80	DFT0006945
02058	CONSOLIDATED COMMUNICATIONS	07/01/2022	Bank Draft	0	209.70	DFT0006946
00447	FREE PRESS	06/17/2022	Bank Draft	0	154.15	DFT0006904
00447	FREE PRESS	06/29/2022	Bank Draft	0	192.61	DFT0006936
00733	LAKES GAS CO #10	06/17/2022	Bank Draft	0	98.98	DFT0006896
00733	LAKES GAS CO #10	06/29/2022	Bank Draft	0	158.30	DFT0006939
00815	MANKATO CLINIC, LTD.	06/29/2022	Bank Draft	0	166.00	DFT0006938
03791	MINNESOTA NATIVE LANDSCAPES	06/21/2022	Bank Draft	0	869.11	DFT0006931
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/07/2022	Bank Draft	0	91.25	DFT0006889
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/10/2022	Bank Draft	0	64.50	DFT0006892
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/13/2022	Bank Draft	0	50.00	DFT0006893
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/24/2022	Bank Draft	0	86.25	DFT0006933
01083	OVERDRIVE, INC.	06/10/2022	Bank Draft	0	1,371.14	DFT0006891
01112	PIONEER MANUFACTURING COMPANY	06/17/2022	Bank Draft	0	1,224.00	DFT0006897
01335	STAPLES ADVANTAGE	06/23/2022	Bank Draft	0	400.86	DFT0006947
01337	STAR TRIBUNE	06/29/2022	Bank Draft	0	648.86	DFT0006935
03279	STERICYCLE INC	06/20/2022	Bank Draft	0	27.56	DFT0006922
02591	UNITED TEAM ELITE	06/17/2022	Bank Draft	0	9,782.00	DFT0006901
02591	UNITED TEAM ELITE	06/29/2022	Bank Draft	0	360.00	DFT0006937
01470	VERIZON WIRELESS	06/17/2022	Bank Draft	0	32.13	DFT0006899
01525	WEST CENTRAL SANITATION, INC.	06/17/2022	Bank Draft	0	23,165.74	DFT0006900
03221	ZIBSTER	06/27/2022	Bank Draft	0	31.00	DFT0006934
00551	A.H. HERMEL COMPANY	07/07/2022	EFT	0	7,723.65	5307
00063	AMERICAN PEST CONTROL	07/07/2022	EFT	0	200.00	5308
01090	AMERICAN SOLUTIONS FOR BUSINESS	07/07/2022	EFT	0	371.25	5309
00105	AUTO VALUE MANKATO	07/07/2022	EFT	0	471.38	5310
00123	BATTERIES+BULBS	07/07/2022	EFT	0	47.54	5311
00172	BOHRER, TOM	07/07/2022	EFT	0	440.00	5312
00174	BOLTON & MENK, INC.	07/07/2022	EFT	0	84,752.50	5313
00216	C & S SUPPLY CO, INC.	07/07/2022	EFT	0	809.96	5314
02757	CINTAS	07/07/2022	EFT	0	156.84	5315
00264	CLARKE MOSQUITO CONTROL PRODUCTS, INC	07/07/2022	EFT	0	2,309.80	5316
00310	CRYSTEEL TRUCK EQUIPMENT, INC	07/07/2022	EFT	0	200.00	5317
00322	DALCO	07/07/2022	EFT	0	378.50	5318
00404	FASTENAL COMPANY	07/07/2022	EFT	0	14.00	5319
00453	FREYBERG PETROLEUM SALES, INC.	07/07/2022	EFT	0	57.90	5320
00463	G & L AUTO SUPPLY, LLC	07/07/2022	EFT	0	153.15	5321
00460	G AND H READY MIX, LLC	07/07/2022	EFT	0	775.25	5322
01098	GILLETTE GROUP/PEPSI-COLA	07/07/2022	EFT	0	10,220.00	5323
00482	GMS INDUSTRIAL SUPPLIES, INC.	07/07/2022	EFT	0	297.33	5324
00538	HAWKINS, INC.	07/07/2022	EFT	0	14,439.32	5325
00646	HEINTZ, KATIE	07/07/2022	EFT	0	117.33	5326
00657	JT SERVICES	07/07/2022	EFT	0	60.99	5327
00776	LLOYD LUMBER CO.	07/07/2022	EFT	0	2,329.35	5328
00793	M & M SIGNS, INC.	07/07/2022	EFT	0	837.06	5329
00825	MANKATO MOTOR COMPANY	07/07/2022	EFT	0	165.03	5330
00874	MENARDS-MANKATO	07/07/2022	EFT	0	44.90	5331
00902	MINNESOTA IRON & METAL CO	07/07/2022	EFT	0	693.00	5332
03022	MINNESOTA PAVING & MATERIALS	07/07/2022	EFT	0	2,649.89	5333
00985	MOSS & BARNETT	07/07/2022	EFT	0	1,955.00	5334
00997	MTI DISTRIBUTING CO	07/07/2022	EFT	0	1,873.22	5335
01052	NORTH CENTRAL INTERNATIONAL	07/07/2022	EFT	0	233.31	5336

03020	NUTRIEN AG SOLUTIONS, INC.	07/07/2022	EFT	0	293.53	5337
02005	PANTHEON COMPUTERS	07/07/2022	EFT	0	7,732.45	5338
01402	POMPS TIRE	07/07/2022	EFT	0	5,528.75	5339
01160	QUALITY OVERHEAD DOOR CO, INC	07/07/2022	EFT	0	110.00	5340
01179	RED FEATHER COMPANY	07/07/2022	EFT	0	876.77	5341
01211	RIVER BEND BUSINESS PRODUCTS	07/07/2022	EFT	0	1,070.86	5342
01281	SIGN PRO	07/07/2022	EFT	0	148.50	5343
01323	SPS COMPANIES, INC.	07/07/2022	EFT	0	17.86	5344
03191	US SOLAR	07/07/2022	EFT	0	4,600.95	5345
03442	WASMUND, LARRY	07/07/2022	EFT	0	2,397.50	5346
01552	WW BLACKTOPPING, INC	07/07/2022	EFT	0	1,610.06	5347
00234	CENTER POINT ENERGY	06/17/2022	Bank Draft	0	5,440.73	DFT0006885
00234	CENTER POINT ENERGY	06/17/2022	Bank Draft	0	54.75	DFT0006886
00234	CENTER POINT ENERGY	06/29/2022	Bank Draft	0	2,575.98	DFT0006916
02003	MINNESOTA DEPT OF REVENUE	06/17/2022	Bank Draft	0	14,463.00	DFT0006883
02003	MINNESOTA DEPT OF REVENUE	06/24/2022	Bank Draft	0	15.00	DFT0006911
01477	VIKING ELECTRIC SUPPLY, INC.	06/17/2022	Bank Draft	0	206.77	DFT0006884
01477	VIKING ELECTRIC SUPPLY, INC.	06/29/2022	Bank Draft	0	365.97	DFT0006919
01557	XCEL ENERGY	06/17/2022	Bank Draft	0	48.83	DFT0006887
01557	XCEL ENERGY	06/17/2022	Bank Draft	0	187.25	DFT0006888
01557	XCEL ENERGY	06/29/2022	Bank Draft	0	14,086.76	DFT0006917
01557	XCEL ENERGY	06/29/2022	Bank Draft	0	47.26	DFT0006918
					\$ 1,593,797.18	146

Authorization Signatures

All Council

The above manual and regular claims lists for 7-5-22 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

SANDRA OACHS- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minnesota Statute 465.03 and 465.04 allow the governing body of any city, county, school district or town to accept gifts for the benefit of its citizens in accordance with terms prescribed by the donor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following donations/contributions/grants are approved as follows:

Donor	Restriction	Amount
Laurie Carroll	4x8 paver	\$50.00
Gabriela Mastromano	Swim Scholarship	\$5.00
Blue Earth County	Swim Scholarship	\$5.00
Daniel Scheurer	In Memory of David Carlson	\$100.00
Mark and Elizabeth Craig	Book Donation	\$100.00
Anonymous	Book Donation	\$30.00
Mary Callahan	Backpack Program	\$40.00
Jack Rayburn	Backpack Program	\$50.00
Total		\$380.00

Adopted by the City Council this 5th day of July 2022.

Mayor

City Clerk



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

PD CC P00340168
6/21/2022

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:	<input checked="" type="checkbox"/>	LIVE MUSIC/BAND	DATE OF EVENT: <u>July 23, 2022</u>
	<input type="checkbox"/>	DJ/KARAOKE MACHINE	BEGIN TIME: <u>3:00 pm</u>
	<input type="checkbox"/>	OTHER: _____	END TIME: <u>10:00 pm</u>

LOCATION / SHELTER: 1516 Lor Ray Dr. North Mankato

EVENT NAME: Lor Ray Live (this is a small backyard gathering)

ONSITE COORDINATOR: _____ PRINT NAME: Meghan Velasquez and Kevin Velasquez

MOBILE NUMBER: 515-450-0934 and 507-382-4105

☐ 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: Kevin Velasquez

SIGNATURE: _____

DATE: 06/21/2022

EMAIL: kevinvisu@gmail.com

POLICE CHIEF: R26

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

VELASQUEZ AUDIO PERMIT APPENDIX A

SCHEDULE OF MUSIC/ENTERTAINMENT

July 23, 2022

Location: 1516 Lor Ray Drive

Event Begin Time: 3:00 P.M

Live Music – Colby Straka – approximately 6 PM – 8 PM

Event End Time: 10:00 P.M.

Audio Permit

About:

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- 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:	<input checked="" type="checkbox"/> LIVE MUSIC/BAND	DATE OF EVENT: <u>Aug 6, 2022</u>
	<input type="checkbox"/> DJ/KARAOKE MACHINE	BEGIN TIME: <u>12 noon</u>
	<input type="checkbox"/> OTHER: _____	END TIME: <u>4 pm</u>
LOCATION / SHELTER:	<u>Post 518 250 Belgrade Ave</u>	
EVENT NAME:	<u>Mini Vets Fest</u>	
ONSITE COORDINATOR:	PRINT NAME: <u>Jeff Frye / m.lcc for liti</u>	
	MOBILE NUMBER: <u>507-340-0831 / 5</u>	

☒ 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: Jeff Frye SIGNATURE: [Signature]
DATE: 6/2 EMAIL: jeffrye927@gmail.com

POLICE CHIEF: _____
CITY CLERK: _____

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

STAFF INITIALS _____

RESOLUTION APPOINTING ELECTION JUDGES FOR
PRIMARY ELECTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following individuals are hereby appointed to serve as election judges for the Primary Election on August 9, 2022:

Aaron Dimock	Dominique	Mary Clare
Allison Vanderplas	Winchester	Wyrowski
Amanda Harju	Elaine Schilling	Mary Nere
Angela Kelly	Elijah Nelson	Mary Zellmer
Ann Broskoff	Emily Kim	Megan Vossen
Ann Evans	Emma Bruegger	Mitch Halstead
Ann Snyder	Gary Sandvig	Nancy Hopkins
Anna Brown	Gary Zellmer	Nancy Rorem
Anne Mueller	Glen Meyer	Nancy Strate
Annette Vanderplas	Helen Dehen	Nick Meyer
Anthony Ulmen	Jaci Kopet	Patricia Dale
Arlyce Anderson	James Hirvela	Patricia Sullivan
Barb Luker	Jeanette Barseness	Peggy Mueller
Barbara Hanson	Jennifer Cooklock	Rodney Baumann
Bernard Bastian	Jessica Ryan	Ronald Schmidt
Betty Rykhus	John Baker	Scott Vanberkom
Bill Bickett	Judy Longstreet	Shannon Tietema
Bonnie Shult	Kathleen Bauer	Sharolyn Henrickson
Bruce Butcher	Kathryn McGraw	Shirley Ruby
Byron Tungsvik	Kenny DeWitte	Stacy Hillesheim
Carrol Meyers-	Kevin Moller	Stephen Wilson
Dobler	Kevin Thompson	Steve Schmiel
Cher Joel	Kim Bruegger	Susan Klute
Christian Sturm	Kim Henrickson	Theresa Compton
Christine Doyle	Krista Dinsmore	Thomas Allen
Crystal Halstead	Loren Morgan	Thomas Senden
Dana Hartman	Lorraine Klaseus	Timothy Roemhildt
Dannelle Buck	Mae Hanson	Vicki Trudeau
David Bullert	Marcia Wahoske	Wendy Marzinske
David Hudson	Mark Midler	William Gerhart
Dennis Huettl	Marlys Sturm	William Halstead
Derek Roberts	Martin Joel	Youwen Xu
Diane Meyers	Martin Joel	

The City Clerk is authorized to make substitutions to the above slate of judges as necessary to maintain the required minimum and fill vacancies if needed. Adopted by the City Council this 5th day of July 2022.

Mayor

City Clerk

LABOR AGREEMENT

BETWEEN



City of North Mankato, MN

AND



REPRESENTING:
NORTH MANKATO SENIOR POLICE SECRETARY
LOCAL #465

January 1, 2023 - December 31, 2023

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2023, between the City of North Mankato, herein after called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #465, hereinafter called the UNION. It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative or agent under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit: All full-time Senior Police Secretaries employed by the City of North Mankato Police Department, North Mankato, Minnesota, who is a public employee within the meaning of Minn. Stat. 179A.03, subd.14, excluding supervisory, confidential, and all other employees. BMS Case No. 21PCE0465

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings stated:

UNION:	Law Enforcement Labor Services, Inc. (Local No. 465).
EMPLOYEE:	A member of the exclusively recognized bargaining unit. In construing the terms of this contract, the singular (employee) includes the plural; and the plural, the singular.
DEPARTMENT:	The North Mankato Police Department
EMPLOYER:	The City of North Mankato

ARTICLE 4. EMPLOYER SECURITY

The UNION agrees that during the term of this Agreement that the UNION will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal function of the EMPLOYER.

A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purposes of inducing, influencing,

or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Department in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Department ; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Department; to assign and transfer employee; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employee due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 The parties hereto recognize that this Agreement is not intended to limit the present and future exercises of discretionary authority vested in the EMPLOYER by the statutes of the State of Minnesota.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of an employee who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate an employee from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representative: The EMPLOYER will recognize the representative designated by the UNION as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the name of such UNION Representative and of their successor.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employee and will therefore be accomplished during normal working hours when consistent with such employee's duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:
Step 1: The UNION shall have fifteen (15) working days to submit the grievance to the Chief of Police. The written grievance shall contain:
- a) The nature of the grievance and a summary of the facts upon which it is based.
 - b) The Agreement provisions relied on or claimed to be violated.
 - c) The remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the EMPLOYER representative and the UNION representative. If no settlement is reached, the Police Chief or designee will give a written answer within ten (10) business days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) business days will be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER and the UNION representative. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) business days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to mediation or arbitration.

Step 2a: Mediation. If the grievance is not resolved at Step 2 of the Grievance Procedure, either party may submit the matter by mutual agreement to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for 7.5 Arbitration of the Grievance Procedure. Any grievance not

appealed in writing to 7.5 by the Union within ten (10) business days after a failed mediation shall be considered waived.

The EMPLOYER may initiate grievances at Step 2. Discharge grievances may be initiated at Step 2.

7.5 Arbitration.

If the grievance is unresolved at Step 2 or Step 2a, and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) business days following the issuance of the Step 2 answer or failure of the mediation process shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the "Rules governing the arbitration of grievances" as enacted by the Bureau of Mediation Services. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.

7.6 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only in so far as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.

7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.

7.8 Choice of Remedy. If, as a result of the written response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 7.5 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee's right to pursue any other procedure terminates and is waived. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC vs. Board of Governors of State Colleges and Universities*

957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of North Mankato. In the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9. PROBATION

- 9.1 Any new employee will serve up to a one-year probationary period.
- 9.2 During the probationary period a new employee may be terminated or returned to former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire; however, such credits may not be used until the employee has completed six (6) months service.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Department and be available up on request.
- 10.2 A reduction in the work force will be accomplished on the basis of seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have opportunity to return to work within one (1) year of the time of his/ her layoff before any new employee is hired. The EMPLOYER shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and tele phone number with the EMPLOYER during layoff.

ARTICLE 11. DISCIPLINE

- 11.1 The EMPLOYER will discipline employee for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimand.
 - b) Written reprimand.
 - c) Suspension without pay.
 - d) Demotion.
 - e) Discharge.

- 11.2 Suspensions, demotions, or discharges will be in written form.
- 11.3 Written reprimands, notices of suspensions, notices of demotions and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands or notices.
- 11.4 An Employee may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article 7 of this Agreement.

ARTICLE 12. OVERTIME

- 12.1 Employee assigned to an eight-hour workday shall be compensated at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate of pay for all time in excess of forty (40) hours per week or hours exceeding the regular hours of work. Overtime as defined herein shall be paid on the basis of all hours compensated. Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.2 Upon their request, and with the approval of the department head, employee may be compensated for overtime with compensatory time off at the rate of one and one-half times the amount of overtime worked. Accumulated compensatory time may be used upon request of the employee and approval of the department head prior to the date or requested use. An employee will be allowed to carry a maximum of 100 hours of compensatory time into the next calendar year.
- 12.3 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 As of December 1, of each calendar year, an employee will be required to declare a payout of any or all compensatory time accumulated. In the event no declaration is made, the entire amount of compensatory time up to a maximum of 100 hours will be carried into the next calendar year.

Holiday hours not worked, shall not be considered as work time for the purpose of computing overtime.

ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK

- 13.1 The normal work week is forty (40) hours Monday through Friday working eight (8) hour shifts.

- 13.2 Work schedules showing the employee's shift, workdays, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.
- 13.3 Employee's work schedules shall provide for a fifteen (15) minute paid rest period for each four (4) hours worked. Employee shall receive a one (1) hour unpaid lunch break.

ARTICLE 14. VACATION

- 14.1 Any regular full-time employee shall earn vacation on the following schedule provided that the first month of regular full-time employment shall be counted only if the employee started work on or before the fifteenth (15th) day of the month:

<u>Period of Continuous Employment</u>	<u>Earned Vacation</u>
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16 .66 hours per month

- 14.2 No vacation leave shall be granted to an employee during the first six (6) months of employment, but vacation shall accrue from the start of his/her employment. In accordance with the vacation leave schedule, an employee completing six (6) months of service will be eligible for five (5) days of vacation leave. All earned vacation leave shall be based on the employee's period of continuous employment from the starting date of his/her employment with the City provided that the first month of regular full-time employment shall be counted only if the employee started work on or before the 15th day of the month.

- 14.3 Vacation will be granted in increments of no less than four hours.

- 14.5 Employee will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee at the end of the calendar year.

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

- 14.6 Employee whose employment with the EMPLOYER has been terminated either through resignation, retirement, or layoff and are leaving the municipal service in good standing shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination.

ARTICLE 15. INSURANCE

- 15.1 An Employee subject to this Agreement shall be covered under the EMPLOYER'S Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long-Term Disability insurance policies in the same respect as other City employees.
- 15.2 The Employer has the potential to reopen this contract for benefits received in any year for the purposes of changes to the health insurance plans. In accordance with Minnesota Statutes, there will be a duty to bargain if the change in plans results in a reduction in the aggregate value of benefits.

ARTICLE 16. SICK LEAVE

- 16.1 Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked. During the probationary period, full-time employee may draw in advance on the days of sick leave credits earned during the probationary period. If the employee does not successfully complete the probationary period, such unearned leave shall be repaid to the EMPLOYER.

In addition to leave authorized by law under this section, employee will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.
- 4) Illness, injury, or care of a family member. The term "family member" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, adult child, grandchild, grandparent, stepparent or any relative of the employee who is a legal dependent and lives in the household of the employee.
- 5) Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries at work.
- 7) Personal Illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/ her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay. Any employee who uses three (3) or more consecutive

days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The EMPLOYER reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

Employee entering duty or terminating their services during a calendar month shall be credited with a full month's service if they work sixteen (16) days or more during the month in question. Unused sick leave may be accumulated. Accumulated unused sick leave exceeding sixty (60) days may be traded in at the end of each calendar year at the following rates:

- 1) Full-time employee with five (5) through nine (9) years may trade in any excess at twenty-five percent (25%) of their regular daily wage.
- 2) Full-time employee with ten (10) through nine teen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- 3) Full-time employee with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employee has the option of retaining these excess days and continuing to accumulate them. Employee also has the option of trading in excess days for vacation days. Employee with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employee with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day. Employee with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

For the purposes of accumulating additional vacation or sick leave, an employee using an earned sick-leave day is considered to be working.

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

100% of the sick leave benefit normally received at termination will be placed in a post-retirement health care savings plan.

16.1(A) Worker's Compensation

An employee receiving sick leave with pay who simultaneously receives worker's compensation insurance benefits, shall receive only that portion of his/ her sick-leave payment which will, together with the worker's compensation benefits and for the duration of said benefits, equal their regular salary.

- 16.2 Personal Leave - Any employee eligible for sick leave benefits may use up to three (3) sick leave days per year for personal reasons. Personal leave may be taken for any purpose. An employee must request and receive authorization for the use of personal leave from his/her department head prior to the date of the leave. Personal leave shall not be taken in increments of less than four hours.

ARTICLE 17. HOLIDAYS

- 17.1 Any employee shall be eligible for holiday benefits. Benefits shall include the authorized absence from work with pay. Compensation received shall be equal to the regular daily wage received as if the employee had worked a normal day. Holidays include:

- 1) New Year's Day - January 1
- 2) Martin Luther King Day - third Monday in January
- 3) President's Day - third Monday in February
- 4) Memorial Day - last Monday in May
- 5) Independence Day - July 4
- 6) Labor Day - first Monday in September
- 7) Veteran's Day - November 11
- 8) Thanksgiving Day - fourth Thursday in November
- 9) Thanksgiving Friday - fourth Friday in November
- 10) Christmas Day - December 25
- 11) Christmas Holiday - day before or after Christmas Day
- 12) Floating Holiday - Employee's birthday or day of his/her choice.

- 17.2 When New Year's Day, January 1; or Independence Day, July 4; or Veteran's Day, November 11; or Christmas Day, December 25 falls on Sunday, the following day shall be a holiday. When New Year's Day, January 1; or Independence Day, July 4; or Veteran's Day, November 11; or Christmas Day, December 25 falls on a Saturday, the preceding day shall be a holiday. When Christmas Day, December 25 falls on a Monday or Thursday the following day shall be a holiday. When Christmas Day, December 25 falls on a Tuesday, Wednesday or Friday, the preceding day shall be a holiday. When Christmas Day, December 25 falls on a Saturday, the preceding Thursday shall be a holiday. When Christmas Day, December 25 falls on a Sunday, the preceding Friday shall be a holiday. If a holiday falls during vacation period, the employee shall be granted an extra day of vacation leave. Employee must be on pay status the day before and the day after the holiday in order to receive holiday-pay benefits.

- 17.3 Employee shall be paid by the EMPLOYER double time for all hours worked on a holiday.

ARTICLE 18. LEAVES OF ABSENCE

Any employee, shall be eligible for authorized leave as follows:

- 18.1 Military Leave: Any regular employee who is a member of reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State which would prevent them from performing his/her regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request. The EMPLOYER shall pay only that amount when added to the military pay equals the employee's regular pay for the absence.

Notice shall be given the EMPLOYER at least five (5) working days after the receipt of said orders and no less than twenty-four (24) hours prior to the date of leave, except that when said orders are received at a time which would make the compliance with provision impossible, the employee shall give notice at the earliest practical time.

Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to applicable law.

- 18.2 Employee required to serve on a jury shall receive a leave of absence: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay.
- 18.3 Unpaid Leave of Absence: Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employee who have success fully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave: (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned.

Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence which in the opinion of the EMPLOYER will benefit the EMPLOYER or the employee.

Any employee on general leave-of-absence will not accrue vacation or sick leave benefits or increase their seniority during the leave.

ARTICLE 19. TUITION REIMBURSEMENT

The EMPLOYER will reimburse any regular employee the tuition cost for any successfully completed, approved, directly job-related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. Employee is required to take courses outside of their work schedule whenever they are offered.

ARTICLE 20. NON-DISCRIMINATION

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

ARTICLE 21. PAY PLAN

21.1 Effective the first day of first full pay period in 2023, a 3.0% general wage increase over the 2022 wage rates.

ARTICLE 22. DURATION

This Agreement shall be effective as of the first day of January of the year 2023 and shall remain in full force and effect until the thirty-first day of December 2023.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this ____ day of _____, 2022.

FOR THE CITY OF NORTH MANKATO

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.

City Administrator

Jay Maher

Business Agent

City Clerk

Steward

CITY OF NORTH MANKATO
REQUEST FOR COUNCIL ACTION



Agenda Item # 9A	Department: Public Works	Council Meeting Date: 7/5/22
TITLE OF ISSUE: Consider Resolution Authorizing Entering into Master Partnership Agreement with the Minnesota Department of Transportation.		
BACKGROUND AND SUPPLEMENTAL INFORMATION: The agreement would allow the City to enter into work orders with MnDOT for a variety of identified services.		
<i>If additional space is required, attach a separate sheet</i>		
REQUESTED COUNCIL ACTION: Adopt Resolution Authorizing Entering into Master Partnership Agreement with the Minnesota Department of Transportation.		
For Clerk's Use:	SUPPORTING DOCUMENTS ATTACHED	
Motion By: _____	Resolution Ordinance Contract Minutes Map	
Second By: _____	<div style="display: flex; justify-content: space-around;"><div><input checked="" type="checkbox"/> X</div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div><div><input type="checkbox"/></div></div>	
Vote Record:	Other (specify) _____	
Aye Nay	_____	
_____ Oachs	_____	
_____ Norland	_____	
_____ Whitlock	_____	
_____ Steiner	_____	
_____ Dehen	_____	
<div style="display: flex; flex-direction: column; gap: 10px;"><div><input type="checkbox"/> Workshop</div><div><input checked="" type="checkbox"/> Regular Meeting</div><div><input type="checkbox"/> Special Meeting</div></div>	<div style="display: flex; flex-direction: column; gap: 10px;"><div><input type="checkbox"/> Refer to: _____</div><div><input type="checkbox"/> Table until: _____</div><div><input type="checkbox"/> Other: _____</div></div>	

RESOLUTION AUTHORIZING ENTERING INTO MASTER PARTNERSHIP AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of North Mankato enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.

2. That the Mayor and City Administrator are hereby authorized to execute such contract, and any amendments thereto.

3. That the City of North Mankato’s City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Administrator may execute such work order contracts on behalf of the City of North Mankato without further approval by this Council.

Adopted by the City Council this 5th day of July 2022.

Mayor

Attest:

City Clerk

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the North Mankato City, acting through its City Council, in this contract referred to as the "Other Party."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.
 - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
 - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
 - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work order contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050070W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

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

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract 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 or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY OF NORTH MANKATO
REQUEST FOR COUNCIL ACTION



Agenda Item # 9B		Department: Community Dev.		Council Meeting Date: 7/5/22	
TITLE OF ISSUE: Consider Resolution Authorizing the Purchase of Real Estate.					
BACKGROUND AND SUPPLEMENTAL INFORMATION: Community Development Director Fischer will review the proposed purchase and plans for the property.					
<i>If additional space is required, attach a separate sheet</i>					
REQUESTED COUNCIL ACTION: Adopt Resolution Authorizing the Purchase of Real Estate.					
For Clerk's Use:			SUPPORTING DOCUMENTS ATTACHED		
Motion By: _____			Resolution Ordinance Contract Minutes Map		
Second By: _____			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Vote Record:			Other (specify) _____		
Aye Nay			_____		
_____ Oachs			_____		
_____ Norland			_____		
_____ Whitlock			_____		
_____ Steiner			_____		
_____ Dehen			_____		
<input type="checkbox"/> Workshop			<input type="checkbox"/> Refer to: _____		
<input checked="" type="checkbox"/> Regular Meeting			<input type="checkbox"/> Table until: _____		
<input type="checkbox"/> Special Meeting			<input type="checkbox"/> Other: _____		

RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE

WHEREAS, the City of North Mankato wishes to acquire certain real estate for future use; and

WHEREAS, it is desirable to purchase the property known as 702 Range Street.

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

Section 1: The property known as 702 Range Street is authorized to be purchased for \$25,000.

Section 2: The City staff is authorized to execute the necessary documents to complete the acquisition of said property.

Adopted by the City Council this 5th day of July 2022.

Mayor

City Clerk

PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") is made this _____ day of _____, 2022 by Curtis Torgerson individually and as special administrator of the estates of Joyce Neegaard and Michael Torgerson, Sr., and Dale Torgerson, a single person, Pam Torgerson, a single person Darrell Torgerson and his wife Jody Torgerson and Linda Roisum ("**Sellers**") and the City of North Mankato ("**Buyer**").

In consideration of the mutual covenants and the undertakings contained herein, the parties agree as follows:

1. **Purchase of Land.** Seller agree to sell to Buyers and Buyers hereby agree to buy from Seller, on the terms and conditions set forth herein, property in Nicollet County, Minnesota and more fully described as follows to-wit:

South One-half of Lot F of S. Lamm's Addition to North Mankato, Nicollet County, Minnesota.
2. **Purchase Price.** The purchase price ("**Purchase Price**") for the property is \$25,000 payable as follows:
 - a. The entire purchase price of \$25,000 will be due at the closing. The proceeds will be paid to Michael Kennedy, attorney, who shall see to it that any liens for medical assistance are paid to the proper county or state agencies.
3. **Covenants and Warranties of Sellers.** Seller covenant and warrant to Buyers as follows:
 - a. On the Closing Date there will be no tenants, persons or entities occupying or having a right to occupy the Land or any part thereof.
 - b. At Closing, no contracts or agreements shall be in effect with respect to the Land by which Purchaser shall be bound, except those easements and agreements related to highway rights of way, utilities and the like, existing as of the date hereof filed with the office of the Nicollet County Recorder with respect to the Land. There are liens of record against Dale Torgerson., the estate of Joyce Neegaard and the estate of Michael Torgerson, Sr.
4. **Closing: Closing Date.** The Closing shall take place on or before , at City Hall in the city of North Mankato.
5. At the Closing, the Sellers shall deliver to Buyer:
 - a. A Warranty Deed transferring all interest the Sellers have in the property.

6. **Real Estate Taxes and Special Assessments.** Taxes will be pro-rated as of the date of closing.
7. **Possession.** Seller agrees to deliver possession of the Land to Buyer at the closing.
8. **Risk of Loss.** Risk of loss prior to the time of Closing shall remain in the Seller.
9. **Contingencies:**
 - a. None
10. **Complete Agreement.** This is a final Agreement between the Parties with respect to the Land and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the Land. There are no verbal agreements that can change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.
11. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
12. **Governing Law.** This Agreement is made and entered into under the laws of Minnesota, and Minnesota law shall govern its construction and enforcement.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
14. **Representation and Warranties of Buyers.**
 - a. **Authority.** Buyers have the full legal power and authority (including full corporate power and authority) to enter into, execute and deliver this Agreement, to perform its obligation hereunder, to make the representations, warranties and covenants contained herein and to cause the transactions contemplated by this Agreement to be consummated.
 - b. **Compliance.** Neither the execution, delivery or performance of this Agreement will result in the breach under any indenture, security instrument or other agreement or court administrative order by which Buyers or the Land may be bound or affected.
 - c. **Validity and Binding Effect.** This Agreement is, and the documents and agreements mentioned herein, contemplated hereby or to be delivered pursuant to the terms hereof which Buyers are a party when a duly executed and delivered, will be legal, valid and binding obligations of the Buyers, enforceable against Buyers in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first
written above.

Purchaser/City of North Mankato



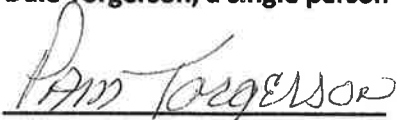
Sellers



Curtis Torgerson
Personal Representative estates of
Joyce Neegaard
Michael Torgerson, Sr.



Dale Torgerson, a single person



Pam Torgerson, a single person



Darrell Torgerson, married



Jody Torgerson, married



Linda Roisum, a single person