

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 July 18, 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, Whitlock, City Administrator McCann, Public Works Director Host, Interim Finance Director Ryan, and City Clerk Van Genderen.

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, Whitlock, and Dehen aye; no nays. Motion carried.

Approval of Council Minutes from July 5, 2022, Council Meeting.

Council Member Steiner moved, seconded by Council Member Oachs, to approve the Council meeting minutes of July 5, 2022. Vote on the motion Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes from July 11, 2022, Council Work Session.

Council Member Norland moved, seconded by Council Member Oachs, to approve the Council Work Session Minutes of July 11, 2022. Vote on the motion Norland, Oachs, Whitlock, and Dehen aye; Steiner abstain; no nays. Motion carried.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 70-22 Approving Donations/Contributions/Grants.
- C. Approved Audio Permit for Miller Wedding Renewal on September 17, 2022, from noon to 8:00 p.m. at Spring Lake Park.
- D. Approved Audio Permits for 232 Belgrade Avenue, Circle Inn on July 9, 13, 14, 15, 16, 21, 22, 29, 2022 for the Times Listed on the Permits.
- E. Set Fall Watermain Flushing for October 3 to 21, 2022
- F. Approved Audio Permit for Annual H2O Fest on July 29 to 31, from noon until 5:00 p.m.

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

Public Comments Concerning Business Items on the Agenda.

None.

Business Items

Res. No. 67-22 Providing for the Issuance and Awarding the Sale of \$3,935,000 General Obligation Improvement Bonds, Series 2022A Pledging for the Security Thereof Special Assessments and Levying a Tax for the Payment Thereof.

City Administrator McCann introduced Tammy Omdal from Northland Securities, who acts as the City's Bond Counsel. Ms. Omdal reported bids were taken on the morning of July 18, 2022, and the sale went well. There were five bids, and the low bid came from Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin. Before the sale, the City went out for a rating. The AA rating was confirmed

by S&P. Ms. Omdal reported the True Interest Cost (TIC) was 3.08% overall, a favorable result for the City of North Mankato. Below are the bids that were received:

Bidder	Purchase Price	Net Interest Cost	True Interest Cost
Robert W. Baird & Co. Inc.	\$4,089,393.85	\$1,123,873.13	3.0699704%
Piper Sandler & Co.	\$4,066,407.90	\$1,134,910.33	3.0915108%
The Baker Group	\$3,991,240.15	\$1,154,065.84	3.1851360%
United Banker's Bank	\$4,010,753.42	\$1,182,177.83	3.2209316%
Bok Financial Securities, Inc	\$4,158,493.25	\$1,215,048.42	3.2524444%

Council Member Steiner moved, seconded by Council Member Oachs, to Adopt Res. No. 67-22 Providing for the Issuance and Awarding the Sale of \$3,935,000 General Obligation Improvement Bonds, Series 2022A Pledging for the Security Thereof Special Assessments and Levying a Tax for the Payment Thereof. Vote on the motion Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Res. No. 68-22 Accepting Bid Project No. 22-01 Water Treatment Plant No. 2 Filter Rehabilitation Project.

Public Works Director Host reported the resolution would accept the low bid for the filter rehabilitation of Well No. 2. The project includes the removal and replacement of filter media, removal and replacement of air scour grids, the removal and replacement of underdrain nozzles, and the sandblasting and painting of interior filters. The project would begin in 2022 and end in 2023. Engineering estimates were \$700,000. The city received three bids, with the low bid from Rubin Construction LLC at \$618,000.00. Below are the bids for the project:

Bidder	Bid
Rubin Construction LLC	\$618,000.00
Magney Construction, Inc.	\$667,500.00
Gridor Construction, Inc.	\$695,000.00

The staff recommends accepting the bid.

Council Member Steiner moved, seconded by Council Member Norland, to Adopt Res. No. 68-22 Accepting Bid Project No. 22-01 Water Treatment Plant No. 2 Filter Rehabilitation Project. Vote on the motion Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Res. No. 69-22 Approving Plans and Specifications and Ordering Advertisement for Bids on Caswell Park Shelter.

Public Works Director Host reported the resolution would authorize the City to go out for bid for a shelter near Fallenstein Park and the Splash Pad. The City applied and received a grant from the Department of Natural Resources program that will pay 50% or up to \$140,000 for constructing a Park Shelter. Public Works Director Host reported the shelter will be similar to the shelter located in Benson Park and will service the Splash Pad and Fallenstein Playground. Mayor Dehen requested clarification on an anticipated start and completion date. Public Works Director Host reported the start date would be after Labor Day with completion in November. Council Member Oachs requested

clarification on what funds the shelter would come out of. Public Works Director Host reported the funds would be from the park fund.

Council Member Norland moved, seconded by Council Member Whitlock, to Adopt Res. No. 69-22 Approving Plans and Specifications and Ordering Advertisement for Bids on Caswell Park Shelter. Vote on the motion Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Set Fall Junk Drop-off Dates and Conditions.

Public Works Director Host reported staff would like to set the fall junk drop-off dates for October 6 through October 9, 2022, with hours from 7 am to 5 pm on Thursday, Friday, and Saturday, and 7 am to noon on Sunday. He reported staff is recommending that the event not accept mattresses and box springs for several factors, including the recycling costs have increased from a yearly expenditure of approximately \$2,000 to \$20,000, the tri-county solid waste agreement that prevents the City from sending the materials to a landfill with cheaper costs, and the 2022 spring event expended 75% of the yearly allocation for junk events. Mayor Dehen requested staff advertise that mattresses and box springs will not be accepted. Council Member Norland asked if the City sent the mattresses to recycling or a dump. Public Works Director Host noted his understanding is they go to recycling which is labor intensive and includes removal of all cotton, recycling of any metal, and the removal of wood.

Council Member Steiner moved, seconded by Council Member Norland, to Set Fall Junk Drop-Off Dates for October 6 to October 9 and Accept Staff Recommendation not to Collect Mattresses and Box Springs. Vote on the motion Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Open Forum

Barb Church, 102 Wheeler Avenue, appeared before the council and thanked the Council for not bonding for the Caswell Indoor Recreation Facility. Ms. Church requested Council set the maximum budget before the staff presents the budget.

City Administrator and Staff Comments

City Administrator McCann invited everyone to the Swim Facility Murder Mystery event on Friday, July 22, 2022. He noted Aqua Zumba continues on Wednesdays at the swim facility.

City Administrator McCann invited everyone to Blues on Belgrade on July 30, 2022.

City Administrator McCann encouraged neighborhoods to register for Night to Unite on August 2, 2022.

Public Works Director Host reported McKinley is wrapping up installing the new meters. LorRay Drive deep sewer is complete, and they continue with that project.

Council Member Steiner requested clarification on if the alley's work is assessed by the property owners. Public Works Director Host reported it does not get assessed.

Mayor and Council Comments

Council Member Steiner invited everyone to Blues on Belgrade.

Council Member Whitlock thanked the Police Department for their dispensation to allow parking in the front of his home during the work being completed in their alley.

Mayor Dehen stated Fun Days went well. He reported he was the chair of REDA and noted the organization is shifting focus from attraction to retention of companies. He said the 10- reasons sheet attached to the REDA report shows the growth of the MSA.

At 7:26 pm, on a motion by Council Member Norland, seconded by Council Member Steiner, the Council Meeting was adjourned.

Mayor

City Clerk



North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 8-1-22

Vendor Num	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00336	DELTA DENTAL	07/21/2022	Regular	0	1,711.43	96134
03310	GERDES, DOUG	07/22/2022	Regular	0	600.00	96138
00691	KENNEDY & KENNEDY LAW OFFICE	07/27/2022	Regular	0	25,000.00	96140
03044	LOST WALLEY ORCHESTRA	07/21/2022	Regular	0	500.00	96137
00803	MADISON NATIONAL LIFE INSURANCE CO INC	07/21/2022	Regular	0	2,035.29	96136
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	07/27/2022	Regular	0	46.00	96141
00008	A+ SYSTEMS GROUP	07/28/2022	Regular	0	314.41	96142
00009	A-1 KEY CITY LOCKSMITHS, INC	07/28/2022	Regular	0	180.00	96143
00029	AG SPRAY EQUIPMENT	07/28/2022	Regular	0	74.46	96144
00136	BENCHS	07/28/2022	Regular	0	300.00	96145
00189	BRAUN INTERTEC CORPORATION	07/28/2022	Regular	0	1,370.25	96146
02637	C & H SPORT SURFACES, INC.	07/28/2022	Regular	0	13,995.00	96147
00255	CITY OF MANKATO	07/28/2022	Regular	0	136,920.68	96148
00320	DAIRY QUEEN WEST	07/28/2022	Regular	0	374.00	96149
00344	DIAMOND VOGEL PAINT CENTER	07/28/2022	Regular	0	2,043.36	96150
03798	DINAH LANGSJOEN ARTWORKS	07/28/2022	Regular	0	330.00	96151
00364	DRUMMER'S GARDEN CENTER & FLORAL	07/28/2022	Regular	0	142.90	96152
00386	EMERGENCY APPARATUS MAINTENANCE, INC	07/28/2022	Regular	0	7,792.62	96153
00401	EXPRESS SERVICES, INC.	07/28/2022	Regular	0	1,473.61	96154
00409	FERGUSON ENTERPRISES, INC	07/28/2022	Regular	0	317.81	96155
00432	FLEETPRIDE	07/28/2022	Regular	0	112.23	96156
00465	GALE/CENGAGE LEARNING	07/28/2022	Regular	0	71.99	96157
00505	GREATER MANKATO DIVERSITY COUNCIL	07/28/2022	Regular	0	500.00	96158
00508	GREEN TECH RECYCLING, LLC	07/28/2022	Regular	0	386.00	96159
00577	HOLTMEIER CONSTRUCTION	07/28/2022	Regular	0	611,079.47	96160
00595	HY-VEE, INC.	07/28/2022	Regular	0	618.93	96161
00639	KIBBLE EQUIPMENT LLC	07/28/2022	Regular	0	3,139.95	96162
03543	KIESLER POLICE SUPPLY	07/28/2022	Regular	0	264.44	96163
03571	LEONARDO MUSIC	07/28/2022	Regular	0	500.00	96164
00832	MANKATO TENT & AWNING CO.	07/28/2022	Regular	0	99.00	96165
03709	MISSION CRITICAL CONCEPTS	07/28/2022	Regular	0	395.00	96166
03572	NEOGOV	07/28/2022	Regular	0	8,232.42	96167
03237	OFFICE SPACE DESIGN	07/28/2022	Regular	0	25,000.00	96168
01072	O'REILLY AUTOMOTIVE, INC.	07/28/2022	Regular	0	20.50	96169
03748	PERFORMANCE FOODSERVICE	07/28/2022	Regular	0	1,622.85	96170
01106	PETTY CASH	07/28/2022	Regular	0	57.67	96171
01112	PIONEER MANUFACTURING COMPANY	07/28/2022	Regular	0	2,448.00	96172
01133	POWERPLAN/RDO EQUIPMENT	07/28/2022	Regular	0	27,137.26	96173
02235	RIVER CITY ELECTRIC CO	07/28/2022	Regular	0	1,772.96	96174
01263	SCHWICKERT'S TECTA AMERICA LLC	07/28/2022	Regular	0	3,228.86	96175
02012	TOTAL RESTAURANT SUPPLY CO. INC.	07/28/2022	Regular	0	413.92	96176
03035	TOW DISTRIBUTING CORPORATION	07/28/2022	Regular	0	1,318.95	96177
01414	TOWMASTER	07/28/2022	Regular	0	122.80	96178
01445	UNITED WAY INC	07/28/2022	Regular	0	280.00	96179
03307	VINNIES MINN. SNO PENTICO ICE & MFG	07/28/2022	Regular	0	863.20	96180
01523	WENZEL AUTO ELECTRIC CO	07/28/2022	Regular	0	46.00	96181
00101	AT&T MOBILITY	7/19/2022	Bank Draft	0	49.44	DFT0007002
00241	CHARTER COMMUNICATIONS	07/19/2022	Bank Draft	0	271.95	DFT0006998
00350	DISPLAY SALES, INC.	07/27/2022	Bank Draft	0	3,735.00	DFT0007028
03248	FREDRIKSON & BYRON, P.A.	07/19/2022	Bank Draft	0	122.00	DFT0007004
03248	FREDRIKSON & BYRON, P.A.	07/27/2022	Bank Draft	0	274.50	DFT0007031
03248	FREDRIKSON & BYRON, P.A.	07/27/2022	Bank Draft	0	57.00	DFT0007032
03248	FREDRIKSON & BYRON, P.A.	07/27/2022	Bank Draft	0	655.50	DFT0007033
00447	FREE PRESS	07/19/2022	Bank Draft	0	20.16	DFT0007003
00447	FREE PRESS	07/22/2022	Bank Draft	0	50.46	DFT0007023
03665	KATO MANUFACTURING LLC	07/19/2022	Bank Draft	0	250.00	DFT0006994
00733	LAKES GAS CO #10	07/19/2022	Bank Draft	0	128.64	DFT0007006

00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	07/25/2022	Bank Draft	0	50.00	DFT0007030
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/19/2022	Bank Draft	0	64.50	DFT0006993
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/22/2022	Bank Draft	0	64.50	DFT0007026
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/26/2022	Bank Draft	0	93.66	DFT0007027
01335	STAPLES ADVANTAGE	07/19/2022	Bank Draft	0	836.52	DFT0007024
01335	STAPLES ADVANTAGE	07/22/2022	Bank Draft	0	73.23	DFT0007029
03279	STERICYCLE INC	07/25/2022	Bank Draft	0	27.56	DFT0007025
01470	VERIZON WIRELESS	07/19/2022	Bank Draft	0	32.98	DFT0007000
01477	VIKING ELECTRIC SUPPLY, INC.	07/26/2022	Bank Draft	0	364.58	DFT0007022
01525	WEST CENTRAL SANITATION, INC.	07/19/2022	Bank Draft	0	3,506.38	DFT0007005
00551	A.H. HERMEL COMPANY	08/03/2022	EFT	0	6,633.00	5412
01090	AMERICAN SOLUTIONS FOR BUSINESS	08/03/2022	EFT	0	8,921.43	5413
00105	AUTO VALUE MANKATO	08/03/2022	EFT	0	521.85	5414
00172	BOHRER, TOM	08/03/2022	EFT	0	483.68	5415
00174	BOLTON & MENK, INC.	08/03/2022	EFT	0	76,403.00	5416
00216	C & S SUPPLY CO, INC.	08/03/2022	EFT	0	263.55	5417
00230	CCP INDUSTRIES, INC.	08/03/2022	EFT	0	121.40	5418
02757	CINTAS	08/03/2022	EFT	0	227.20	5419
02706	CORE & MAIN LP	08/03/2022	EFT	0	267.81	5420
03321	DOLL, ADAM	08/03/2022	EFT	0	3,025.00	5421
00463	G & L AUTO SUPPLY, LLC	08/03/2022	EFT	0	713.00	5422
01098	GILLETTE GROUP/PEPSI-COLA	08/03/2022	EFT	0	1,354.00	5423
03797	GPS INSIGHT, LLC	08/03/2022	EFT	0	18,146.46	5424
00538	HAWKINS, INC.	08/03/2022	EFT	0	3,096.98	5425
00646	HEINTZ, KATIE	08/03/2022	EFT	0	157.27	5426
00596	I & S GROUP, INC.	08/03/2022	EFT	0	145,200.00	5427
00657	JT SERVICES	08/03/2022	EFT	0	8,986.50	5428
00776	LLOYD LUMBER CO.	08/03/2022	EFT	0	601.16	5429
02575	LOCHER BROS, INC.	08/03/2022	EFT	0	632.00	5430
00793	M & M SIGNS, INC.	08/03/2022	EFT	0	1,075.00	5431
02644	MACQUEEN EMERGENCY GROUP	08/03/2022	EFT	0	1,525.80	5432
00800	MADDEN, GALANTER, HANSEN, LLP	08/03/2022	EFT	0	2,451.00	5433
00874	MENARDS-MANKATO	08/03/2022	EFT	0	721.72	5434
00902	MINNESOTA IRON & METAL CO	08/03/2022	EFT	0	136.90	5435
03022	MINNESOTA PAVING & MATERIALS	08/03/2022	EFT	0	1,392.36	5436
02323	MOBOTREX	08/03/2022	EFT	0	1,221.00	5437
00997	MTI DISTRIBUTING CO	08/03/2022	EFT	0	1,913.28	5438
01052	NORTH CENTRAL INTERNATIONAL	08/03/2022	EFT	0	3,435.77	5439
03020	NUTRIEN AG SOLUTIONS, INC.	08/03/2022	EFT	0	391.38	5440
02245	ONSITE	08/03/2022	EFT	0	244.94	5441
01402	POMPS TIRE	08/03/2022	EFT	0	317.79	5442
01179	RED FEATHER COMPANY	08/03/2022	EFT	0	1,505.47	5443
01198	RETROFIT COMPANIES, INC.	08/03/2022	EFT	0	521.82	5444
01211	RIVER BEND BUSINESS PRODUCTS	08/03/2022	EFT	0	615.18	5445
01281	SIGN PRO	08/03/2022	EFT	0	9,857.75	5446
01323	SPS COMPANIES, INC.	08/03/2022	EFT	0	172.96	5447
01478	VIKING FIRE & SAFETY LLC	08/03/2022	EFT	0	824.76	5448
03442	WASMUND, LARRY	08/03/2022	EFT	0	500.00	5449
01552	WW BLACKTOPPING, INC	08/03/2022	EFT	0	2,606.66	5450
00234	CENTER POINT ENERGY	07/19/2022	Bank Draft	0	2,909.79	DFT0006989
00234	CENTER POINT ENERGY	07/19/2022	Bank Draft	0	45.03	DFT0006990
03684	MEDICA	08/01/2022	Bank Draft	0	100,241.94	DFT0006995
01477	VIKING ELECTRIC SUPPLY, INC.	07/19/2022	Bank Draft	0	359.90	DFT0006985
01477	VIKING ELECTRIC SUPPLY, INC.	07/19/2022	Bank Draft	0	145.34	DFT0006985
01477	VIKING ELECTRIC SUPPLY, INC.	07/19/2022	Bank Draft	0	169.74	DFT0006985
01557	XCEL ENERGY	07/19/2022	Bank Draft	0	52.09	DFT0006988
01557	XCEL ENERGY	07/19/2022	Bank Draft	0	351.01	DFT0006991
01557	XCEL ENERGY	07/21/2022	Bank Draft	0	56.48	DFT0007014
					\$ 1,307,500.93	115

Authorization Signatures

All Council

The above manual and regular claims lists for 8-1-22 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
Tim Fox	4X4 Paver	\$50.00
Hallie Uhrich	Book Donation	\$48.00
Matt Gleason	Swim Scholarship	\$12.00
Trista Ayers	Youth Sports Scholarship	\$15.00
Anonymous	Police Donation	\$25,000.00
Total		\$25,125.00

Adopted by the City Council this 1st day of August 2022.

Mayor

City Clerk



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

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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

AMPLIFIED SOUND:	<input checked="" type="checkbox"/> LIVE MUSIC/BAND	DATE OF EVENT: <u>6/21/22</u>
	<input type="checkbox"/> DJ/KARAOKE MACHINE	BEGIN TIME: <u>10:00 AM</u>
	<input type="checkbox"/> OTHER: _____	END TIME: <u>12:00 PM</u>
LOCATION / SHELTER: <u>St. Paul's Lutheran Church - 304 Monroe Ave</u>		
EVENT NAME: <u>Risen Savior Opening Service</u>		
ONSITE COORDINATOR:	PRINT NAME: <u>Galen Holzhueter</u>	
	MOBILE NUMBER: <u>507-508-5023</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: <u>Galen Holzhueter</u>	SIGNATURE: <u>Galen Holzhueter</u>
DATE: <u>7/15/22</u>	EMAIL: <u>holzhu15@hotmail.com</u>

POLICE CHIEF: 126
CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____



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

For Office Use Only

APPROVED _____

DENIED _____

☐ PARK USE ☐ AUDIO USE

Application For PARADE PERMIT

REQUIRED INFORMATION:

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

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

Name of Applicant	Address	Phone	Email
Alex Ogden	1141 N 43rd St - Milwaukee, WI 53208	414.213.8930	alex@414events.com

Sponsoring Organization
Name

Address

Phone

Mankato Brewery

1119 Center St, North Mankato, MN 56003

(507) 386-2337

Contact during event

Phone

Alex Ogden

414.213.8930

Event Location

Date

From Time To
10:00am 12:00pm

Mankato Brewery / surrounding streets / Spring Lake & Hiniker Parks

9/17/2022

Occasion for Parade

5k Run / Walk

Parade Description / Composition

Runners will start and finish outside of Mankato Brewery on Center St and runthrough the surrounding streets / Spring Lake & Hiniker Parks

Estimated Number of Participants: 500

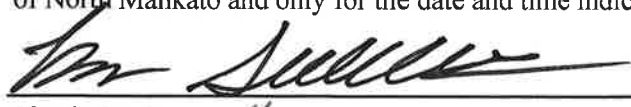
As duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute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


Applicant


6/10/2022

Date

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


Chief of Police

7/12/22
Date


Caswell Sports Director

7-18-22
Date



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

Audio Permit

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- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030 which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

What happens if there is a noise complaint?

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

AMPLIFIED SOUND:

☐

LIVE MUSIC/BAND

☒

DJ/KARAOKE MACHINE

☐

OTHER: _____

DATE OF EVENT: 9/17/2022

BEGIN TIME: 9:00am

END TIME: 12:00pm

LOCATION / SHELTER: _____

Center Street in front of Mankato Brewery

EVENT NAME: The Mankato Beer Run - 5k & .05k

ONSITE COORDINATOR:

PRINT NAME: Alex Ogden

MOBILE NUMBER: 414.213.8930

☒ 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: Alex Ogden

SIGNATURE:

DATE: 6/12/2022

EMAIL: alex@414events.com

POLICE CHIEF:

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

Mankato Beer Run 5k & .05k - Course Map

Map Key

- Start/Finish Line
- Course Route and Direction
- — Barricade Locations (7)
- — Intersection Course Marshal (5 Total)
- ▲ — Standard Course Marshal (3 Total)
- ★ — Water Station



The Mankato Beer Run 5k & .05k

Schedule of Music & Announcements

Noise production for the purpose of race announcements and light music provided by FourOneFour Events

9:00am - Light music

9:30am - Light announcements and sponsor thank you

9:50am - Announcements for .05k runners to line up

10:00am - .05k race start announcement

10:05am - Announcements for 5k runners to line up

10:15am - 5k race start announcement

10:20am until last finisher or 12:00pm - light music and finisher
congratulations

PD 7/20/2022
R0344248

NM CITY OF *Minnesota*
NORTH MANKATO
1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141 Fax: 507-625-4151
www.northmankato.com

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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- 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>9/9/22 - 9/11/22</u>
	<input checked="" type="checkbox"/> DJ/KARAOKE MACHINE	BEGIN TIME: <u>8am</u>
	<input type="checkbox"/> OTHER: _____	END TIME: <u>10pm</u>
LOCATION / SHELTER:	<u>Spring Lake Park - Hockey Rinks</u>	
EVENT NAME:	<u>Dynamic Duos (Bike Polo Tournament)</u>	
ONSITE COORDINATOR:	PRINT NAME: <u>Brian Gosewisch</u>	
	MOBILE NUMBER: <u>507 340 0603</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: <u>Brian Gosewisch</u>	SIGNATURE: <u>[Signature]</u>
DATE: <u>7-20-22</u>	EMAIL: <u>mankatobikepoloclub@gmail.com</u>

POLICE CHIEF: 126
CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____



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

Audio Permit _____ 2021
Park Permit _____ 2021

Audio Permit

About:

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

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- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☐ LIVE MUSIC/BAND ☐ DATE OF EVENT: 9/17/2022
☐ DJ/KARAOKE MACHINE ☐ BEGIN TIME: 6:00 pm
☐ OTHER: _____ END TIME: 10:00 pm

LOCATION / SHELTER: Arlington Lane- in garage (not in street)

EVENT NAME: 2nd annual Arlington end of the summer party

ONSITE COORDINATOR: PRINT NAME: Megan Alvarado

MOBILE NUMBER: 5075086447

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

SIGNATURE: Megana DATE: 7/14/2022

CITY CLERK: _____

☐ DENIED ☒ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Matt Lassonde, City Planner
DATE: July 19, 2022
SUBJECT: July Traffic & Safety Committee

On Tuesday, July 19, 2022, the Traffic and Safety Committee met to discuss one item of business. Traffic and Safety Committee members present: Council Member Jim Whitlock, Police Chief Ross Gullickson, Public Works Director Nate Host, Community Member Jodi Erickson, Community Development Director Mike Fischer, and City Planner Matt Lassonde.

The following is a summary of the meeting:

1. Review Request for Stop Sign on Center Street.

Staff met with the Traffic and Safety Committee to discuss a resident request to install a temporary stop sign along Center Street at Grant Avenue or Page Avenue to better control trucks and high-speed car traffic in the area. Committee members generally were not in favor of installing an additional stop sign along Center Street for various reasons, including:

1. Four-way stop control exists at the intersections of Center Street with Belgrade Avenue, Garfield Avenue, and Monroe Avenue within very short distances. Community Development Director Fischer stated that, in the past, there was a stop sign at Grant Avenue which was removed because it wasn't needed as there were too many stops along the street.
2. This City hasn't received any prior complaints of this kind for Center Street. No other concerns have been expressed by other residents.
3. Similar to Lake Street and Range Street, Center Street is a designated collector roadway in Lower North Mankato designed to carry traffic from local roadways to arterial roadways. As such, Center Street is expected to maintain higher mobility than a typical local roadway. Placing a stop sign may deter mobility and cause undue traffic increases on adjacent streets which could create new traffic issues. Public Works Director Host stated that the two four-way stop controls exist at Garfield Avenue and Monroe Avenue today because of the school zone.



To:	Honorable Mayor and City Council
Date:	July 19, 2022
Subject:	July Traffic & Safety Committee – Center Street Stop Sign

4. One suggested that the trucks mentioned are likely due to the reconstruction of McKinley Avenue that began in spring of 2022.

Ultimately, the Committee concluded that the City should place the portable traffic speed sign on Center Street in this location to gage volumes and speeds and identify any issues that may exist.

Recommendation:

The Traffic & Safety Committee unanimously agreed and recommend the placement of a portable traffic speed sign on Center Street for a week in this location to gage volumes and speeds and identify any issues that may exist. A meeting of the Traffic and Safety Committee will be held after data is collected to determine if stop sign installation is necessary.

MEMORANDUM

TO: Traffic & Safety Committee
FROM: Matt Lassonde, City Planner
DATE: July 12, 2022
SUBJECT: June Traffic & Safety Committee – Center Street Stop Sign

The next meeting of the Traffic & Safety Committee has been scheduled for Thursday, July 19, 2022 at 2:00 p.m. in the Municipal Building Conference Room.

AGENDA

1. Review request for temporary stop signs on Center Street.

1. The City received an inquiry from a resident requesting the installation of a temporary stop sign on Center Street at either the Grant Avenue intersection or the Page Avenue intersection. The original email is shown in Exhibit A and existing stops along Center Street are depicted in Exhibit B for consideration. The resident is concerned with the high number of cars and trucks driving on Center Street in this location.

For these reasons, City staff is requesting the Traffic and Safety Committee review the request to discuss if any changes are necessary.

EXHIBIT A

From: Mark Dehen <markdehen@northmankato.com>

Sent: Friday, July 8, 2022 6:39 AM

To: arlene glaser <arlg1950@yahoo.com>; Michael Fischer <MichaelF@northmankato.com>; Mark Dehen <markdehen@northmankato.com>

Subject: Re: Temporary stop sign

Arlene,

I will forward your request to the Traffic & Safety committee.

Thanks!

Dr. Mark Dehen

Mayor, City of North Mankato

From: arlene glaser <arlg1950@yahoo.com>

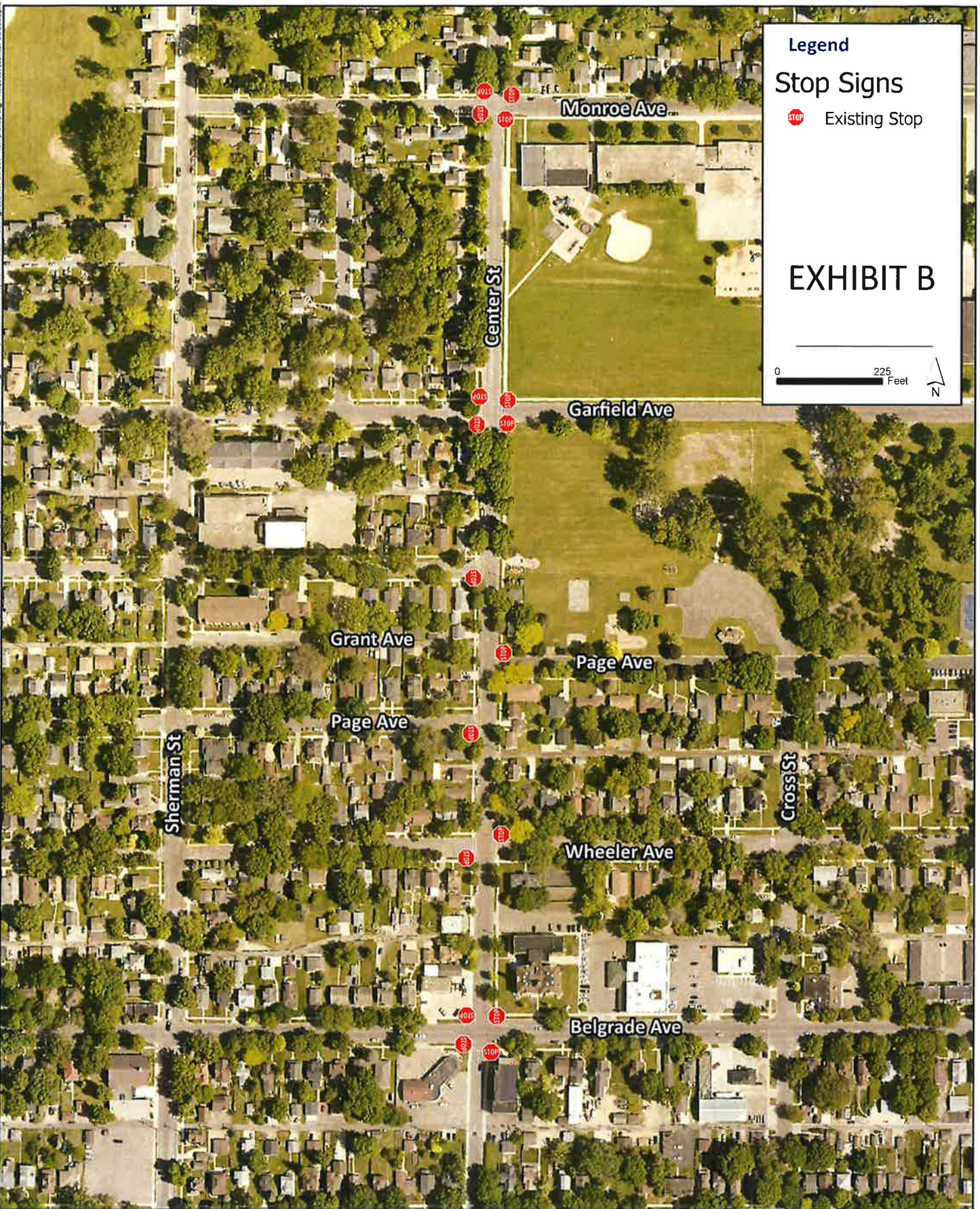
Sent: Thursday, July 7, 2022 6:21 PM

To: Mark Dehen <markdehen@northmankato.com>

Subject: Temporary stop sign

Is it possible to put a temporary stop sign either at grant and center or page and center? Too many truck and higher cars?

Sent from Yahoo Mail on Android



**LABOR AGREEMENT
BETWEEN
THE CITY OF NORTH MANKATO
AND
NORTH MANKATO POLICE DEPARTMENT LIEUTENANTS
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 394)**

January 1, 2023 – December 31, 2023

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2023 between the City of North Mankato, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #394, hereinafter called the UNION. It is the intent and purpose of the Agreement to:

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

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all essential licensed Lieutenants employed by the City of North Mankato Police Department, North Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.
- 2.2 In the event the EMPLOYER and UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

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

UNION: Law Enforcement Labor Services, Inc. (Local No. 394).

EMPLOYEE: A member of the exclusively recognized bargaining unit.

DEPARTMENT: The North Mankato Police Department.

EMPLOYER: The City of North Mankato.

ARTICLE 4. EMPLOYER SECURITY

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

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

ARTICLE 5. EMPLOYER AUTHORITY

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

ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues, authorized by law. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate within two weeks of signing the contract, or any changes in designated personnel.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the

EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:

Step 1.

The UNION shall have fifteen (15) calendar days to submit the grievance to the Chief of Police. The written grievance shall contain:

- a) The nature of the grievance and a summary of the facts upon which it is based;
- b) The Agreement provisions relied on or claimed to be violated;
- c) The remedy or relief requested.

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

Step 2.

If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER and the UNION representatives. If not settled, the City Administrator will answer the Step 2

grievance in writing within ten (10) calendar days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to arbitration.

Step 3.

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

- 7.5 Arbitration. If the grievance is unresolved at Step 2 and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) days following the issuance of the Step 2 answer shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the "Rules governing the arbitration of grievances" as enacted by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.
- 7.6 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only insofar as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.
- 7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. Discharge grievances may be initiated at Step 2. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.
- 7.8 Choice of Remedy. If, as a result of the written response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 7.5 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee's right to pursue any other procedure terminates and is waived. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (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 All new employees will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months for a total of eighteen (18) months at the EMPLOYER'S discretion. The EMPLOYER shall provide notice to the UNION of any such extension.
- 9.2 During the probationary period a new or promoted employee may be terminated or returned to their former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire, however, such credits shall not be used until the employee has completed the first six (6) month period.
- 9.4 A promoted employee shall serve a six (6) month probationary period.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment within the classification of Lieutenant.
- 10.2 A reduction in the workforce will be accomplished on the basis of seniority, beginning with the least senior employee in the classification of Lieutenant. An employee on layoff shall have the opportunity to return to work within one (1) year of the time of his/her layoff before any new employee is hired in a Lieutenant classification or in a law enforcement vacancy that the employee is qualified for that is a classification that is equal to or lower than the classification of Lieutenant. The Employer shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and telephone number with the Employer during layoff.

ARTICLE 11. DISCIPLINE

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

ARTICLE 12. OVERTIME

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

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

ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK

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

- 13.5 Work schedules showing the employees shift, work days, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.

ARTICLE 14. VACATION

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

<u>Period of Continuous Employment with Department</u>	<u>Earned Vacation</u>
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16.66 hours per month

- 14.2 Employees shall be allowed to take vacation leave each year within the limits of the Article. Vacation time shall be seniority based during two phases:

Phase 1: Vacation request must be turned in prior to November 1st for January 1st through June 30th of the following year.

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

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

- 14.3 No employee may take more than twelve (12) consecutive working days of vacation leave per year during the first five (5) years of employment, and from years six (6) through ten (10) may, where earned, take no more than fifteen (15) consecutive days of vacation leave per year. From years eleven (11) through twenty (20) the employee may, where earned, take no more than twenty (20) consecutive days of vacation leave. Upon completing twenty (20) years of employment, employees may, where earned and subject to the approval of the EMPLOYER and upon thirty (30) days advance notice, take thirty (30) consecutive days of vacation leave.

- 14.4 Vacation will be granted in increments of no less than four hours, which is to mean that any time less than four (4) hours will be charged as four hours of vacation, with prior approval from administration. A minimum of 40 consecutive hours of vacation must be used per year.
- 14.5 Employees will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee.

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

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

ARTICLE 15. INSURANCE

- 15.1 Employees subject to this Agreement shall be covered under the City's Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long Term Disability insurance policies in the same respect as other City employees.

ARTICLE 16. SICK LEAVE

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

Employees will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.

- 4) Serious illness in the immediate family. The term "immediate family" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or any relative of the employee who is a legal dependent and lives in the household of the employee.
- 5) Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries during work.
- 7) Personal illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay or other disciplinary action. Any employee who uses three (3) or more consecutive days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The City reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

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

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

Employees have the option of retaining these excess days and continuing to accumulate them. Employees also have the option of trading in excess days for vacation days. Employees with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employees with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day. Employees with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, including the minimally required sixty (60) days shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

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

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

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

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

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

ARTICLE 17. UNIFORM ALLOWANCE

- 17.1 The EMPLOYER shall provide each newly hired employee with one (1) complete set of uniform in accordance with policy set by the EMPLOYER.
- 17.2 It is understood that the annual uniform allowance of \$600 (\$50 per month) and the annual maintenance allowance of \$600 (\$50 per month), have been included in their monthly base pay since 2013. In 2019, employees will continue to receive the uniform allowance of \$600 (\$50 per month) and the maintenance allowance of \$600 (\$50 per month) within their monthly base pay. In 2020, employees' rate of pay will be reduced by \$100 per month to reflect the separation of uniform allowance and maintenance allowance as set forth in the 2020 wage scale and Article 24.1.
- 17.3 Effective in 2020, employees shall now be reimbursed for the cost of uniforms upon the presentation of paid receipts up to the amount of \$600 per year. In addition, in 2020 employees shall receive a maintenance allowance of \$50 per month not to exceed \$600 per year.
- 17.4 The employee shall be reimbursed one-half (1/2) the cost of a new bulletproof vest every five (5) years. Evidence of the time elapsed since the last purchase of said equipment will be the sole responsibility of the employee.

- 17.5 Employees covered under the Agreement are required to keep a full set of uniform dress in good condition and to wear, maintain and replace the uniform in accordance with policy set by the EMPLOYER.

ARTICLE 18. RESIDENCE

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

ARTICLE 19. HOLIDAYS

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

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

- 19.2 Employees shall receive a compensatory day off for each of the above holidays. A compensatory day off for a holiday may be taken at the employee's discretion subject to approval by the EMPLOYER.
- 19.3 Employees shall be entitled to compensation for holidays pursuant to this Article provided they were on pay status their last scheduled day preceding the holiday and their first scheduled day following the holiday.
- 19.4 At the end of each calendar year, employees shall receive cash payment for all earned, unused holidays. Payment will be based on the employee's regular daily rate of pay.
- 19.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be charged to the employee's vacation or sick leave time.

- 19.6 Any other designated holiday granted to other City employees in increments of four (4) or more hours shall be granted to employees subject to this Agreement as compensatory time.

ARTICLE 20. LEAVES OF ABSENCE

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

- 20.1 Military Leave: Military leave shall be granted to employee's in accordance with State and Federal Statutes.
- 20.2 Employees required to serve on a jury may receive a leave of absence: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay. For jury duty not occurring during an employee's regularly scheduled duty shift, the employee shall receive compensatory time equivalent to the actual amount of time spent on jury duty.
- 20.3 Unpaid Leave of Absence: Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employees who have successfully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public. Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave; (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned. Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

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

- 20.4 Any currently licensed employee who fails the proper maintenance of the license shall be placed on an involuntary unpaid leave of absence not to exceed six (6) months. Should an employee fail to complete licensure requirements within that six (6) month period, he/she shall be immediately discharged.

ARTICLE 21. TUITION REIMBURSEMENT

The EMPLOYER will reimburse any full-time permanent employee the tuition cost for any successfully completed, approved, directly job related class in any college, vocational school,

or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. The EMPLOYER will make every effort to arrange work schedules around class schedules where this will cause no disruption of service, however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments shall be reported to the EMPLOYER. This paragraph shall be sunset following the City's adoption of a tuition reimbursement policy.

ARTICLE 22. NON DISCRIMINATION

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

ARTICLE 23. WAIVER OF BARGAINING

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

ARTICLE 24. PAY PLAN

- 24.1 Effective the first day of first full pay period in 2023, a 3.0% general wage increase:

Lieutenant	\$ 8,135.76 per month
Probationary Lieutenant	\$ 7,939.38 per month

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

ARTICLE 25. EDUCATION

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

- 25.2 The EMPLOYER agrees to pay the cost of the P.O.S.T. Board licensure of Lieutenants.

ARTICLE 26. PHYSICAL FITNESS

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

ARTICLE 27. PERFORMANCE EVALUATION

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

performance evaluations shall be subject to disciplinary proceedings under Article 11 of this Agreement.

ARTICLE 28. DURATION

This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until the 31st day of December 2023.

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

FOR THE CITY OF NORTH MANKATO

Mayor

City Administrator

City Clerk

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.



Business Agent



Steward



Steward