

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Council Chambers of the Municipal Building on November 7, 2011. Mayor Dehen called the meeting to order at 7 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for the meeting, Mayor Dehen, Council Members Steiner, Norland, Schindle and Freyberg, Administrator Sande, Finance Director Thorne, City Attorney Kennedy, Engineer Malm, Planner Fischer and City Clerk Gehrke.

Approval of Agenda

Council Member Norland moved, seconded by Council Member Steiner to approve the agenda with the addition of Fire Department Report as Item 8.A. and moving Paul Donna, Northland Securities, Inc., as Item 8.B. as requested by Mayor Dehen. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.

Approval of Minutes

Council Member Freyberg moved, seconded by Council Member Steiner, to approve the minutes of the Council Workshop of October 17, 2011, the minutes of the Council meeting of October 17, 2011 and the Joint Council/Port Authority Workshop of October 24, 2011. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.

Correspondence

Thank-You Letter from Great ArfWalk Committee

The Mayor presented a letter from the Great ArfWalk Committee thanking the City for their contribution to the 7th Annual Great ArfWalk Festival which they proclaimed a tail-wagging success hosting 1,000 guests and netting more than \$10,000 for BENCHES.

Open the Meeting to the Public for the First Time

Tim Pohlman and Ed Hoffman, Fire Department

Fire Chief Tim Pohlman and Training Officer Ed Hoffman appeared before the Council and gave a recap of the Fire Department-Dino's Pizza Fundraiser which was held on October 10, 2011. He reported that 13 firefighters volunteered a total of 39 hours and raised \$2,785 which included \$5 per pepperoni pizza sold and \$210 in tips. The fundraiser was also used as training for the 13 firefighters who practiced their driving skills and finding addresses along with offering to check smoke detectors and conduct fire safety checks at the homes where they delivered pizzas. Total cost of diesel and gasoline for this event was \$175. Chief Pohlman reported in prior years the funds raised from this event have been used to purchase fire equipment; however, this year the funds have been dedicated for the firefighters memorial which will be erected on the State Capitol grounds. **Council Member Norland moved, seconded by Council Member Schindle, to go on record thanking the firefighters and Dino's Pizza for their efforts. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

Paul Donna, Northland Securities, Inc., - Recommendation of Sale of Bonds

Paul Donna, Northland Securities, Inc. appeared before the Council and presented the results of the sale of bonds. He reported bids were taken at 10:30 a.m. today for the \$3,215,000 General Obligation Bonds, Series 2011A, to fund the City's portion of the design and construction of the Trunk Highway 14 and County State Aid Highway 41 Interchange; and for the \$455,000 Taxable General Obligation Tax Increment Revenue Bonds, Series 2011B, to finance land acquisition costs associated with the 422 Belgrade Avenue Redevelopment Project. Mr. Donna reported that Standard & Poor's Rating Services affirmed the City's AA credit rating for both bond sales based on the City's strong economic development, financial reserves and moderate overall debt burden. He reported the bids were presented

to the North Mankato Port Authority Commission at 6 p.m. and the Commission adopted resolutions accepting the offer on the sale of Series 2011A and Series 2011B Bonds and providing for their issuance. The necessary action for the Council is to adopt concurring resolutions for the sale of these bonds.

Res. No. 62-11 Relating to \$3,215,000 General Obligation Bonds, Series 2011A, Concurring in the Action of the North Mankato Port Authority Commission in Awarding the Issuance and Sale thereof and Authorizing the Execution of a Continuing Disclosure Certificate

The following bids were received for the \$3,215,000 G.O. Bonds, Series 2011A:

Bidder	Net Interest Cost	True Interest Cost
BOSC, Inc.	\$1,427,586.69	3.2404%
United Bankers' Bank	\$1,424,881.25	3.2481%
Robert W. Baird & Co., Inc.	\$1,466,276.10	3.3535%
Bernardi Securities, Inc.	\$1,532,470.42	3.4946%

Council Member Steiner moved, seconded by Council Member Norland, to adopt Resolution No. 62-11 Relating to \$3,215,000 General Obligation Bonds, Series 2011A, Concurring in the Action of the North Mankato Port Authority Commission in Awarding the Issuance and Sale thereof and Authorizing the Execution of a Continuing Disclosure Certificate. Vote on the Resolution: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.

Res. No. 63-11 Relating to \$455,000 Taxable General Obligation Tax Increment Bonds, Series 2011B, Concurring in the Action of the North Mankato Port Authority Commission in Awarding the Issuance and Sale thereof and Authorizing the Execution of a Continuing Disclosure Certificate

The following bids were received for the \$455,000 Taxable G.O. Tax Increment Bonds, Series 2011B:

Bidder	Net Interest Cost	True Interest Cost
Bernardi Securities, Inc.	\$333,733.00	4.8351%
BOSC, Inc.	\$362,636.69	5.2147%
Cronin & Co., Inc.	\$364,093.80	5.2424%

Council Member Norland moved, seconded by Council Member Steiner, to adopt Resolution No. 63-11 Relating to \$455,000 Taxable General Obligation Tax Increment Bonds, Series 2011B, Concurring in the Action of the North Mankato Port Authority Commission in Awarding the Issuance and Sale thereof and Authorizing the Execution of a Continuing Disclosure Certificate. Vote on the Resolution: Steiner, Norland, Schindle and Dehen, aye; Freyberg nay. Motion carried.

Pleasant View Parking

Sarah Collins, Lloyd Management, appeared before the Council and voiced her concern about the "No Parking" signs that were recently put up on Pleasant View Drive between Northridge Drive and Peregrine Lane. Ms. Collins reported that each apartment unit has one garage parking space and one other parking space which leaves nowhere for guests to park. She also reported that she spoke with each resident last year about moving their vehicles when the plows come around and it seemed to help tremendously. Chief Boyer reported the 2010 Ordinance does not allow parking on any street until the streets are cleared if a snow emergency is called. Mike Haga, 1735 Pleasant View Drive, and Elle

Ribbe, 1628 Pleasant View Drive #C, appeared before the Council and addressed their concerns about the "No Parking" signs on Pleasant View Drive. Kevin Mock, 1640 Pleasant View Drive #D, suggested no parking Monday-Friday from 9 a.m. to 3 p.m. to allow for snow removal but also to allow parking when residents come home from work and on the weekends. He also suggested bagging the signs for a month so that the no parking can be reconsidered. Matt Novak, 1732 Pleasant View Drive #6, presented a petition to allow parking on Pleasant View Drive. **Council Member Schindle moved, seconded by Council Member Norland to temporarily cover the "No Parking" signs on Pleasant View Drive pending review of this item by the Traffic & Safety Committee. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

Phil Henry, 1300 Noretta Drive

Phil Henry, 1300 Noretta Drive, appeared before the Council and voiced his objection to the Tax Increment Financing for the 422 Belgrade Avenue Project.

Corey Brunton, Brunton Architects

Corey Brunton, Brunton Architects, appeared before the Council and responded to the concerns raised by Mr. Henry, reporting the taxes payable on the undeveloped property at 422 Belgrade Avenue are \$12,000 annually and the taxes on the \$2.4 million developed property will be \$35,000. He reported he will be paying principal and interest on the TIF.

Consent Agenda

Council Member Steiner moved, seconded by Council Member Norland, to approve the Consent Agenda which includes:

1. Application for On-Sale Intoxicating Liquor, Sunday On-Sale Liquor and Soft Drink Licenses for Borders-Las Fronteras, LLC, 503 Belgrade Avenue, for 2012.
2. Audio and Large Group Permit for Probach/Enge Wedding, Bluff Park, on Saturday, June 23, 2012, from 11 a.m. to 6 p.m.
3. Audio and Large Group Permit for Schultz/Cecka Wedding, Spring Lake Park, on Saturday, June 9, 2012, from noon to 6 p.m.

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

Staff Reports

City Planner

Letter Requesting the Minnesota Department of Natural Resources to Develop a Master Plan for Trail Corridor Between Mankato and St. Peter

Planner Fischer presented a letter to the Director of Parks & Trails at the Minnesota Department of Natural Resources requesting that the DNR move forward on planning for a trail along the Minnesota River between Mankato and St. Peter. He reported the Unimin Company owns property they will be mining along the likely corridor for the trail and will continue the trail on their property at their expense. The City of North Mankato, along with the Cities of Mankato and St. Peter, the Counties of Blue Earth, LeSueur and Nicollet and the Greater Mankato Bike & Walk Advocates and the Bicycle Alliance of Minnesota, is requesting the DNR create a master plan for the trail corridor between Mankato and St. Peter. Mayor Dehen reported the Greater Mankato Area is trying to become a bike-friendly community. In response to a question, it was reported that Legacy Funds cannot be used for State projects. **Council Member Steiner moved, seconded by Council Member Norland, to approve the letter requesting the Minnesota Department of Natural Resources Develop a Master Plan for the trail corridor**

between Mankato and St. Peter and authorize the Mayor's signature on the letter. **Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

Report on 2011 Minnesota Bicycle Tourism Summit

Planner Fischer reported he attended the 2011 Minnesota Bicycle Tourism Summit held on November 3, 2011. Discussion at the Summit was related to what communities can do to bring bikers to their area. Bikers want a quality trail system that runs many miles with a scenic view and that can accommodate bikers from ages 8 to 80.

City Administrator

Approve 2012 Library Services and Bookmobile Services Contracts Between Nicollet County Library Board and City of North Mankato

Administrator Sande presented the 2012 Library Services and Bookmobile Services Contracts between the Nicollet County Library Board and the City of North Mankato. He reported the County proposes to reduce library funding from the current \$61,105 to \$54,544, a reduction of \$6,561. A change in State Statute regarding maintenance of effort has allowed the County to reduce its library levy. This change will result in a reduction to the library operational budget in the amount of \$4,561 and to the bookmobile budget in the amount of \$2,000. **Council Member Schindle moved, seconded by Council Member Norland, to approve the 2012 Library Services and Bookmobile Services Contracts between the Nicollet County Library Board and the City of North Mankato. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

Res. No. 64-11 Approving Local Government Business Development Infrastructure Application

Administrator Sande reported there are currently business development infrastructure funds available from the Department of Employment and Economic Development (DEED). Staff is proposing to submit an application in the current funding round for the extension of Carlson Drive west of County State Aid Highway 41. He reported the Engineer has estimated the construction cost to be \$724,878 and application would be made for a grant of \$350,000 which would require a local match of \$375,000. If the grant is approved, the City may enter into an agreement with the State for the project. Administrator Sande reported this extension of Carlson Drive would be the primary access to any highway frontage development west of CSAH 41 and north of T.H. 14 as realigned. The City Engineer has submitted a tentative time table for this project. **Council Member Norland moved, seconded by Council Member Steiner, to adopt Resolution No. 64-11 Approving Local Government Business Development Infrastructure Application. Vote on the Resolution: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

Schools and Conferences

Council Member Norland moved, seconded by Council Member Schindle, to approve actual and necessary expenses for the following schools and conferences:

1. Minnesota South Central Investigators Coalition 2012 Winter Conference, Mankato, January 30-31, for 7 Patrol Officers.
2. Minnesota State Auditor Local Government Training Conference, St. Cloud, November 16, for Finance Director.

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

Finance Director

Res. No. 65-11 Declaring Costs to be Assessed for Municipal Charges – 10 Arlington Court

Finance Director Thorne presented Resolution No. 65-11 for costs to be assessed in the amount of \$75.00 for lawn mowing at 10 Arlington Court. **Council Member Norland moved, seconded by Council Member Steiner, to adopt Resolution No. 65-11 Declaring Costs to be Assessed for Municipal Charges for 10 Arlington Court. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

City Engineer

Update of Projects

City Engineer Malm reported the Minnesota Department of Transportation has completed the design for the eastbound lanes of the T.H. 14/CSAH 41 Interchange Project. MnDOT may design the second phase of the interchange or send it out for design depending on their workload. It is estimated that the plans will be 95 percent complete by January 4, 2012.

City Engineer Malm reported the seeding has been completed for the wetland bank reporting mowing, controlled burns and maintenance of the wetland bank will continue during the five-year establishment period.

Report from Council Members

Council Member Norland

Council Member Norland read the following article which she has sent to be published in the *Free Press*:

“Once upon a time, there was a Happy Valley and in that valley (and up on the hill) there was a town called North Mankato. Now in that town there were many heroes, called leaders. Those leaders had many meetings, discussions, and gathered a treasure chest full of information because they had big decisions to make. And the dragon was always ready to eat them if he didn't like the decisions.

Where is this going, you ask? It is going to the minutes of the recent joint City Council/Port Authority meeting and the resulting editorial produced by the Free Press. There was enough inaccurate information at both the meeting and in the editorial to make a princess cry.

True: There have been no significant Port Authority policy changes because these policies have created successful projects.

True: The City Council receives packets for review from the Port Authority on all projects. Part of our responsibility is to review the project against its criteria. Going back 5 years, our votes have almost always been 5-0, on rare occasions, 4-1. Our faith in this committee has been borne out by the fact that successful PA projects have brought around 250 jobs to our community in the last 2 years.

Questionable: The project subsidies create winners and losers in the market place. In reality, the subsidies help blighted properties come to life again and enhance the value of neighborhoods. Anyone who has a good idea for a property can make an application to the PA for support.

False: "Landlords". In reality, one landlord came to the Port Authority to complain about competition one time. Last time this princess counted, that's one, not more than one. A recent survey of North Mankato landlords, both business and residential, shows that the vacancy rate is 5% or less, depending

on the building. Business vacancies are running between 3 and 6% depending on whether you count the bankrupt Budget Marts.

False: The grocery store subsidy was badly used. In reality, the failure of the grocery store lies at the feet of the residents of North Mankato. The owner will tell you residents didn't buy enough to keep it open.

False: The criteria for the Downtown loans and grants are haphazard. In reality, criteria have been created with much input from business people who will use them. They are anything but haphazard.

It occurs to me that the real dragon is inaccurate and inadequate information. My recommendation is to talk to any city council person or city staff if you have questions. It is dangerous to listen to the "sirens" from the dragon's lair or believe everything you read."

Report from Mayor

Mayor Dehen reported the next "Coffee with the Council" will be held from 10-11 a.m. on Saturday, November 12, 2011 at Subway, 1102 North River Drive.

Open the Meeting to the Public for the Second Time

The Mayor opened the meeting to the public for the second time with no one appearing.

Bills and Appropriations

Council Member Schindle asked where the trees purchased from Countryside Tree Service were planted. Administrator Sande reported trees were planted on the Water Department property, the extension of Lookout Drive and evergreens were planted adjacent to the batting cages at Caswell Park. **Council Member Steiner moved, seconded by Council Member Norland, to approve all bills and appropriations in the amounts of \$787,734.38 and \$123,740.41. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

There being no further business, the meeting was adjourned at 8:00 p.m.

Mayor

City Clerk



November 3, 2011

Wendell Sande
Administrator, City of North Mankato
P.O. Box 2055
North Mankato, MN 56002-2055

Dear Wendell,

At VINE we are so grateful for your continued support of VINE's mission and our work at the Summit Center. Thank you so much for the generous contribution of \$12,000 that will be used to help cover some of our operational and programming costs. These are unprecedented financial times and I am very aware of the budget challenges that local government is facing. I commend the City of North Mankato for considering the needs of your older citizens and supporting the programs and services that help them maintain their health and remain engaged in life during their retirement years.

Because of your financial support, our partnership with the Greater Mankato United Way, and the in-kind support provided by VINE staff and volunteers, we are able to operate the Summit Center with a balanced budget – and at half the cost of our predecessor, Mankato Senior Citizens Center Inc. By all of us working together, we will continue to make our community a great place for people to enjoy life in their later years.

Please extend my gratitude to the Mayor and City Council for providing ongoing financial support for the Summit Center. Be assured that we will continue to do everything possible to serve the needs of North Mankato seniors.

Sincerely,

A handwritten signature in black ink that reads "Pam Determan". The signature is fluid and cursive, with a long horizontal flourish at the end.

Pam Determan, Executive Director

VINE Faith in Action®

1618 Third Avenue • Mankato, MN 56001 • voice 507-387-1666 • fax 507-387-5775
web: www.vinevolunteers.com • e-mail: vine@vinevolunteers.com



CITY OF NORTH MANKATO
APPLICATION FOR PARADE PERMIT

This application, accompanied by a map of the parade route and the required application fee, shall be submitted to the Chief of Police at least fourteen (14) days in advance of the parade date.

Applicant Information

Name: Becky Brudwick

Address: 42424 Kerns

City: n Mankato State: mn Zip: 56003

Telephone: 507-317-4412

Sponsoring Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Occasion for Parade: 5K fun run "Gobble Wobble"

Date of Parade: 11-24-11 Estimated Length of Parade: 70 runners

Estimated Starting Time: 8 am Estimated Finish Time: 9:30 am

General Composition of Parade: a group of families

As a 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.

Becky Brudwick
Applicant

11-16-11
Date

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

[Signature] #701
Chief of Police

11-17-11
Date

COMMENTS/ADDITIONAL STIPULATIONS:

Learn how to map your run! View our Tutorial

Close

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A run r

3.05 mi

SAVE



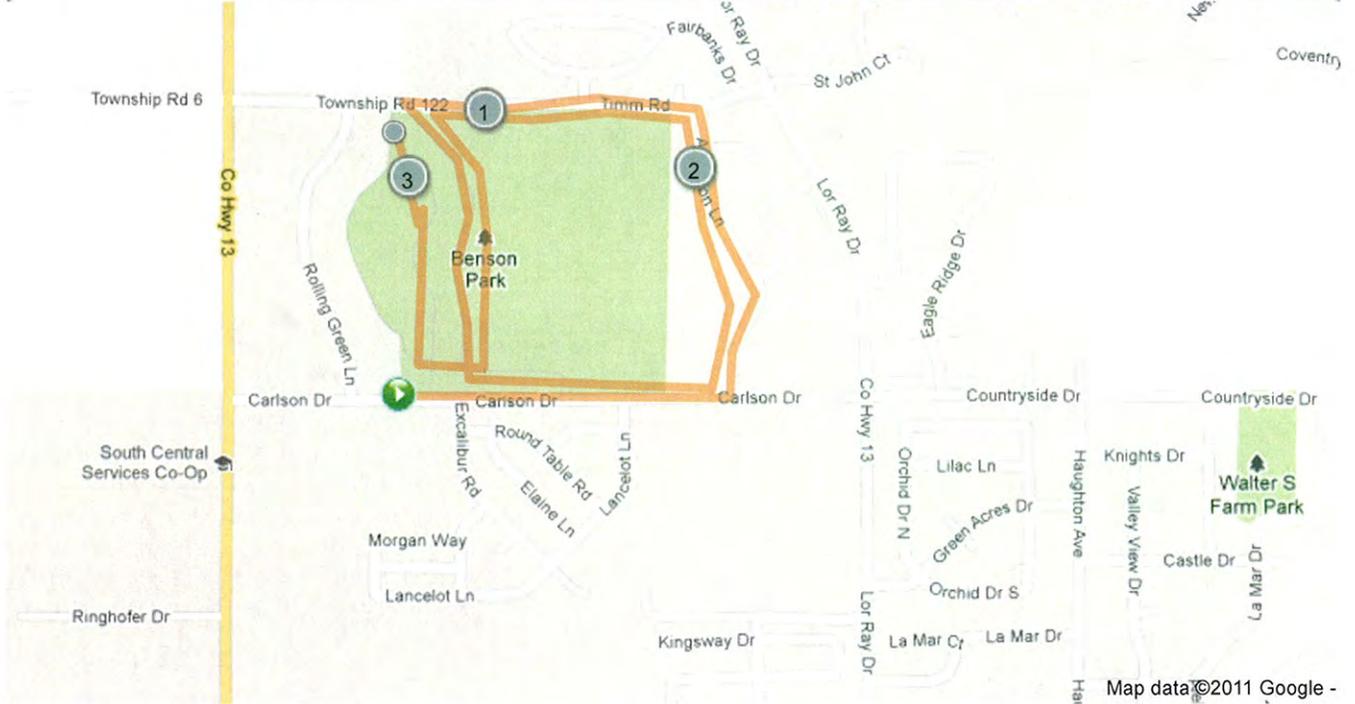
myTide tackles tough stains and odors.



+



Tide and



CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 134 -2011 SHELTER: Benson Park FEE: N/C

TYPE OF EVENT: 5k walk/run DATE VALID: 11/24/11 HOURS: 8am-930am

ORGANIZATION: _____ SIZE: 70

APPLICANT NAME: Becky Brudwick

ADDRESS: 42424 Kerns Dr CITY: N. Mankato

ZIP: 56003 DAYTIME PHONE #: 507-317-4412

TENTS: no ELECTRICITY: no ALCOHOL: no

If keg beer, a \$250 deposit and \$25 fee are required.

AUDIO DEVICES: no

Amplified music or band requires Council approval

OTHER: no

PERMIT APPROVED: _____ DATE: _____

PERMIT DENIED: _____

REFER TO COUNCIL: _____

City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

PROHIBITED

- * Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- * Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- * Glass containers.
- * Bonfires.
- * Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- * Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

ALLOWED

- * Personal grills may be brought in.
- * Keg beer is allowed only with a permit.
- * Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- * Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- * Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. **If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.**

SIGNED: Rebecca Brudwick

Applicant

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11A	Dept: City Planner	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Minutes of November 10, 2011 Planning Commission Meeting

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached are the minutes of the November 10, 2011 Planning Commission Meeting for your review.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Information only

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/> Refer to: _____
<input type="checkbox"/> Table until: _____
<input type="checkbox"/> Other: _____

Minutes
of the
NORTH MANKATO PLANNING COMMISSION MEETING
North Mankato, Minnesota
November 10, 2011

A regular meeting of the North Mankato Planning Commission was held at 7 p.m., November 10, 2011, in the Council Chambers of the Municipal Building.

Planning Commission Members present: Chair Dave Trask, Nick Meyer, Mike Smith, Corey Brunton and Stephanie Stoffel. Staff members present: Council Liaison Bill Schindle and City Planner Michael Fischer.

A motion was made by Commissioner Smith, seconded by Commissioner Stoffel, to approve the minutes of the October 13, 2011 regular meeting of the Planning Commission. Vote on the motion: all ayes, 0 nays; motion carried.

V-2-11, Variance Request to Increase the Maximum Allowable Signage from 125 square feet to 398 square feet and to Increase the Maximum Height of a Pylon Sign from 30 feet to 55 feet

Planner Fischer presented a variance request from Allstate Peterbilt to increase the maximum allowable signage from 125 square feet to 398 square feet, increase the maximum height of a pylon sign from 30 feet to 55 feet and increase the maximum size of any sign from 150 square feet to 360 square feet. Staff indicated the applicant is currently constructing a new facility adjacent to the future Highway 14/CSAH 41 Interchange project. Paul Fuchsel from LaCrosse Sign Company indicated the future Highway 14 bridge deck will create visibility limitations for the applicant and that the signs proposed are similar to signs used on other Peterbilt properties. Dave Cermak from Peterbilt spoke about the location of the proposed pylon sign on the property and foresees business identification limitations associated with the future area roadway improvements. Mr. Cermak indicated they would like to add a 16 square foot vendor sign onto the pylon sign and an 8 square foot directional sign on the north side of the property. The Planning Commission held considerable discussion regarding the height and size of the proposed pylon sign in relationship to other signs in the area. Discussions were also held regarding other sign options, other sign variances approved in this area, precedent set in granting the variance as proposed, location of future roadway improvements and impact on adjacent businesses and area. With continued discussion regarding the other sign size options and the bridge deck being a hardship in terms of business identification, it was moved by Commissioner Smith, seconded by Commissioner Meyer to approve V-2-11 with the total signage not to exceed 414 square feet and the applicant shall present other pylon sign size options for review by the City Council. Vote on the motion: all ayes, 0 nays; motion carried.

Sign Code Review

Based on prior review of a directional sign size variance granted by the City Council in October of 2011, it was requested that the Planning Commission review the current Sign Ordinance relating to directional signs. After limited discussion regarding the existing size limits and reasonable changes, it was moved by Commissioner Brunton,

seconded by Commissioner Stoffel, to recommend the following changes to the City Sign Ordinance:

<u>Zoning District</u>	<u>Maximum Size</u>
B-1, B-2, B-3, OR-1 and CBD	6 square feet
I-1, M-1 and M-2	Buildings over 25,000 sq. ft. – 10 sq. ft. Buildings under 25,000 sq. ft. – 6 sq. ft.

Vote on the motion: all ayes, 0 nays; motion carried.

There being no further business, it was moved by Commissioner Smith, seconded by Commissioner Meyer, to adjourn. Vote on the motion: all ayes, 0 nays; motion carried. The meeting was adjourned at 7:50 p.m.

Chair

Secretary

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11B	Dept: City Planner	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: V-2-11, Variance Request to increase the maximum allowable signage from 125 square feet to 398 square feet and to increase the maximum height of a pylon sign from 30 feet to 55 feet at 2265 Howard Drive West, a request from Allstate Peterbilt

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a variance request to increase the maximum allowable signage from 125 square feet to 398 square feet, increase the maximum height of a pylon sign from 30 feet to 55 feet and to increase the maximum size of any sign from 150 square feet to 360 square feet for the Allstate Peterbilt project. The Planning Commission voted to approve V-2-11 with the total signage not to exceed 414 square feet and the applicant shall present other pylon sign size options for review by the City Council.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Approve V-2-11 with the total signage not to exceed 414 square feet and the applicant shall present other pylon sign size options for review by the City Council.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify)		V-2-11		

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/> Refer to: _____
<input type="checkbox"/> Table until: _____
<input type="checkbox"/> Other: _____

V-2-11

2265 HOWARD DRIVE WEST

A REQUEST FROM ALLSTATE PETERBILT GROUP

THE CITY OF NORTH MANKATO

SUBJECT: V-2-11
APPLICANT: Allstate Peterbilt Group
LOCATION: 2265 Howard Drive West
EXISTING ZONING: M-2, Heavy Industrial
DATE OF HEARING: November 10, 2011
DATE OF REPORT: November 1, 2011
REPORTED BY: Michael Fischer, City Planner

APPLICATION SUBMITTED

Variance request to increase the maximum allowable signage from 125 square feet to 398 square feet, increase the maximum height of a pylon sign from 30 feet to 55 feet and to increase the maximum size of any sign from 150 square feet to 360 square feet.

COMMENT

Peterbilt is currently constructing a new sales and service facility in the Northport Industrial Park in a location as shown on Exhibit A. According to the City Sign Code, based on the zoning classification and size of the facility, the following provisions apply:

- ◆ A maximum of 125 square feet of total signage is permitted.
- ◆ The maximum height of a pylon sign is 30 feet.
- ◆ No individual sign shall exceed 150 square feet in size.

According to the sign plan submitted by the applicants shown on Exhibit B, the following are proposed:

- ◆ Pylon sign – 360 square feet, 55 feet in height.
- ◆ Building sign – 38 square feet.

As the applicant's proposed sign plan exceeds the size and height limits as stated in the Sign Code, a variance is requested. Included as Exhibit C is a letter from the applicant's sign company requesting a variance.

As shown on Exhibit A, the applicant's property is located adjacent to the future Highway 14/CSAH 41 Interchange Project. Based on the height of the future bridge deck over Highway 14, the applicants believe their pylon sign should be higher than the bridge deck for effective building identification. As part of Exhibit B, a drawing is included which shows various sign heights as they relate to the height of the future bridge deck.

The following is a summary of other recent sign variance requests in this area:

<u>Year</u>	<u>Applicant</u>	<u>Address</u>	<u>Variance Summary</u>
2009	Timpte, Inc.	2225 Howard Drive West	Variance granted to increase maximum signage from 125 sq. ft. to 163 sq. ft.
2009	MN Truck & Tractor	2245 Howard Drive West	Variance granted to increase maximum signage from 125 sq. ft. to 217 sq. ft.
2011	Ziegler Caterpillar	2145 Howard Drive West	Variance granted to increase the maximum size of 2 directional signs.

RECOMMENDATION

Based on the location of the property in proximity to the future interchange and based on similar variances granted in this area, staff recommends approval of a variance at a level consistent with other area variances.



PETERBILT MOTOR PARTS
AND SERVICE FACILITY





12'-0" x 29'-6" Peterbilt Pylon Sign
55'-0" tall sign
View from Bridge

PETERBILT MOTOR PARTS
AND SERVICE FACILITY





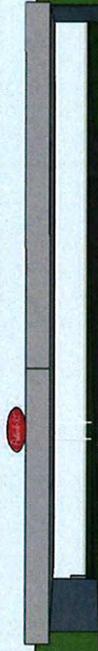
12'-0" x 29'-6"
Peterbilt Pylon
Sign
55'-0" tall sign

4'-0" x 9'-6"
Peterbilt Building Sign

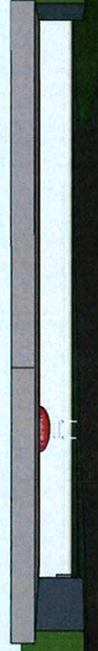


PETERBILT MOTOR PARTS
AND SERVICE FACILITY





12'-0" x 29'-6" Peterbilt Pylon Sign
55'-0" tall sign
600'-0" away from bridge



12'-0" x 29'-6" Peterbilt Pylon Sign
30'-0" tall sign
600'-0" away from bridge

PETERBILT MOTOR PARTS
AND SERVICE FACILITY





P.O. Box 187 • 1450 Oak Forest Drive • Onalaska, WI 54650 • 608-781-1450 • Fax 608-781-1451 • www.lacrossesign.com

October 24, 2011

City of North Mankato
Sign Variance Committee
1001 Belgrade Ave.
North Mankato, MN 56002

RE: Variance Hearing

To Whom It May Concern:

La Crosse Sign Company and Peterbilt of North Mankato are requesting a variance for a total square footage increase for signage to 398 square feet (360 for each side of the pylon sign and 38 square feet for the building sign and an increase in the height restriction for a pylon sign raised to 55 feet. This property is located at 2265 Howard Dr. W., North Mankato, MN 56003.

We request this variance due to a traffic safety issue and a visibility issue. According to the national Safety Council's defensive Driving Course for Professional Truck Drivers, a fully loaded tractor traveling 60 mph on a flat dry road would need a stopping distance of approximately 426 feet. If you increase the speed by 5 mph or factor in wet or snowy conditions, the stopping distance is increased to approximately 525 feet. We see the issue here to be that our customers will not be able to see our sign in time, thereby having to slam on their brakes to get slowed down enough to move over and exit. The main issue will be traffic traveling from the west to east on Hwy 14. The bridge that is being constructed will surely cause visibility issues.

Please contact Paul M. Fuchsel at (608) 781-1450, (608) 780-7380 or paulf@lacrossesign.com prior to the variance meeting with any concerns regarding this matter.

Sincerely,

Paul M. Fuchsel
(ccr)

Paul M. Fuchsel
President/Owner
La Crosse Sign Company, Inc





CITY OF NORTH MANKATO

October 28, 2011

G & M Schmitt, LLC
43056 County Road 4
Nicollet, MN 56074

Dear Property Owner:

The City of North Mankato has received a variance request from Allstate Peterbilt at 2265 Howard Drive West to increase the maximum allowable signage from 125 square feet to 398 square feet and to increase the maximum height of a pylon sign from 30 feet to 55 feet. A proposed sign plan is shown on the attachment.

This request will be considered by the Planning Commission on November 10, 2011 and by the City Council on November 21, 2011. Both meetings begin at 7 p.m. in the Municipal Building Council Chambers located at 1001 Belgrade Avenue.

As a nearby property owner, you have the opportunity to comment on this variance request. You may send written comments prior to the November 10, 2011 meeting or appear at either or both meetings.

Sincerely,

THE CITY OF NORTH MANKATO

A handwritten signature in cursive script that reads 'Michael Fischer'.

Michael Fischer
City Planner

MF:ng

Enclosure



Application for
VARIANCE

Pursuant to Chapter 156 of the North Mankato City Code, application is hereby made for a modification in the zoning regulations described herein:

LEGAL DESCRIPTION OF PROPERTY:

Lot # 1 Block # 1
Subdivision Northport No. 16 Address 2265 Howard Drive West

APPLICANT:

Name Allstate Peterbilt Group Address 875 Blue Gentian Road Phone 651-361-1046
Eagan, MN 55121

PROPERTY OWNER (If Other Than Applicant):

Name _____ Address _____ Phone _____

CURRENT ZONING: M-2 CURRENT USE OF PROPERTY: Sales and Service Truck Facility

VARIANCE REQUESTED: Increase maximum signage to 398 sq.ft., increase height of a pylon sign to 55 feet and increase the maximum size of a freestanding sign to 360 sq.ft.

REASON FOR VARIANCE: Increase amount and height of signage visibility

ZONING REGULATION APPLIED: Section 154.06 Subdivision B,2
154.15 C,1,3

REQUIREMENT OF REGULATION: The maximum height of a pylon sign is 30 feet. Buildings of less than 25,000 sq.ft. are permitted 125 sq.ft. of total signage. No freestanding sign shall exceed 125 sq.ft. in size.
REQUEST PREVIOUSLY CONSIDERED? Yes _____ No X If Yes, date _____

ADDITIONAL COMMENTS:

SUPPORTING DOCUMENTS:

	Required	Attached		Required	Attached
Plot Plan	_____	_____	Comment Letters	_____	_____
Floor Plan	_____	_____	Performance Test	_____	_____
Landscaping Plan	_____	_____	Petition	_____	_____
Parking/Loading Plan	_____	_____	Development Schedule	_____	_____
Survey	_____	_____	Proposed Regulations	_____	_____
Other _____	_____	_____			

FEES: Application Fee \$ 335.00

Notice Charge # 1 @ \$2.00 = \$ 2.00

Total Fee \$ 337.00 Receipt # _____

I hereby certify that the information both described in and attached to this application is correct and true.

Signature of Applicant _____ Date _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 11C	Department: City Planner	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Request to consider amendments to the City Sign Code

BACKGROUND AND SUPPLEMENTAL INFORMATION: Based on prior review of a directional sign size variance granted by the City Council in October of 2011, it was requested that the Planning Commission review the current Sign Ordinance relating to directional signs. The Planning Commission recommends the following changes:

<u>Zoning District</u>	<u>Maximum Size</u>
B-1, B-2, B-3, OR-1 and CBD	6 square feet
I-1, M-1 and M-2	Buildings over 25,000 sq. ft. - 10 sq. ft. Buildings under 25,000 sq. ft. - 6 sq. ft.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Approve Amendments to City Sign Code

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)		<u>Sign Code Review Report</u>		

<input type="checkbox"/> Workshop
<input type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/> Refer to: _____
<input type="checkbox"/> Table until: _____
<input type="checkbox"/> Other: _____

SIGN CODE REVIEW

THE CITY OF NORTH MANKATO

SUBJECT: Sign Code Review
DATE OF HEARING: November 10, 2011
DATE OF REPORT: November 1, 2011
REPORTED BY: Michael Fischer, City Planner

APPLICATION SUBMITTED

Request to consider changes to the North Mankato Sign Code.

COMMENT

In October of 2011, the Planning Commission and City Council approved a request from Ziegler Caterpillar to increase the size of two directional signs. According to the Sign Code, on-site directional signs not exceeding a maximum of 2 square feet and a maximum number of 5 signs per site shall be permitted in any commercial or industrial district for the purpose of directing vehicular or pedestrian traffic in a safe and convenient manner. At both October meetings, discussions were held regarding changes to the City Code pertaining to the permitted size of directional signs. Based on these discussions, staff recommends the following changes pertaining to the maximum size of directional signs:

<u>Zoning District</u>	<u>Maximum Size</u>
B-1, B-2, B-3, OR-1 and CBD	6 square feet
I-1, M-1 and M-2	Buildings over 25,000 sq. ft. – 10 sq. ft. Buildings under 25,000 sq. ft. – 6 sq. ft.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11D	Dept: City Planner	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Central Business District Parking Options

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a preliminary concept plan for future parking improvements in the Central Business District.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Information only

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

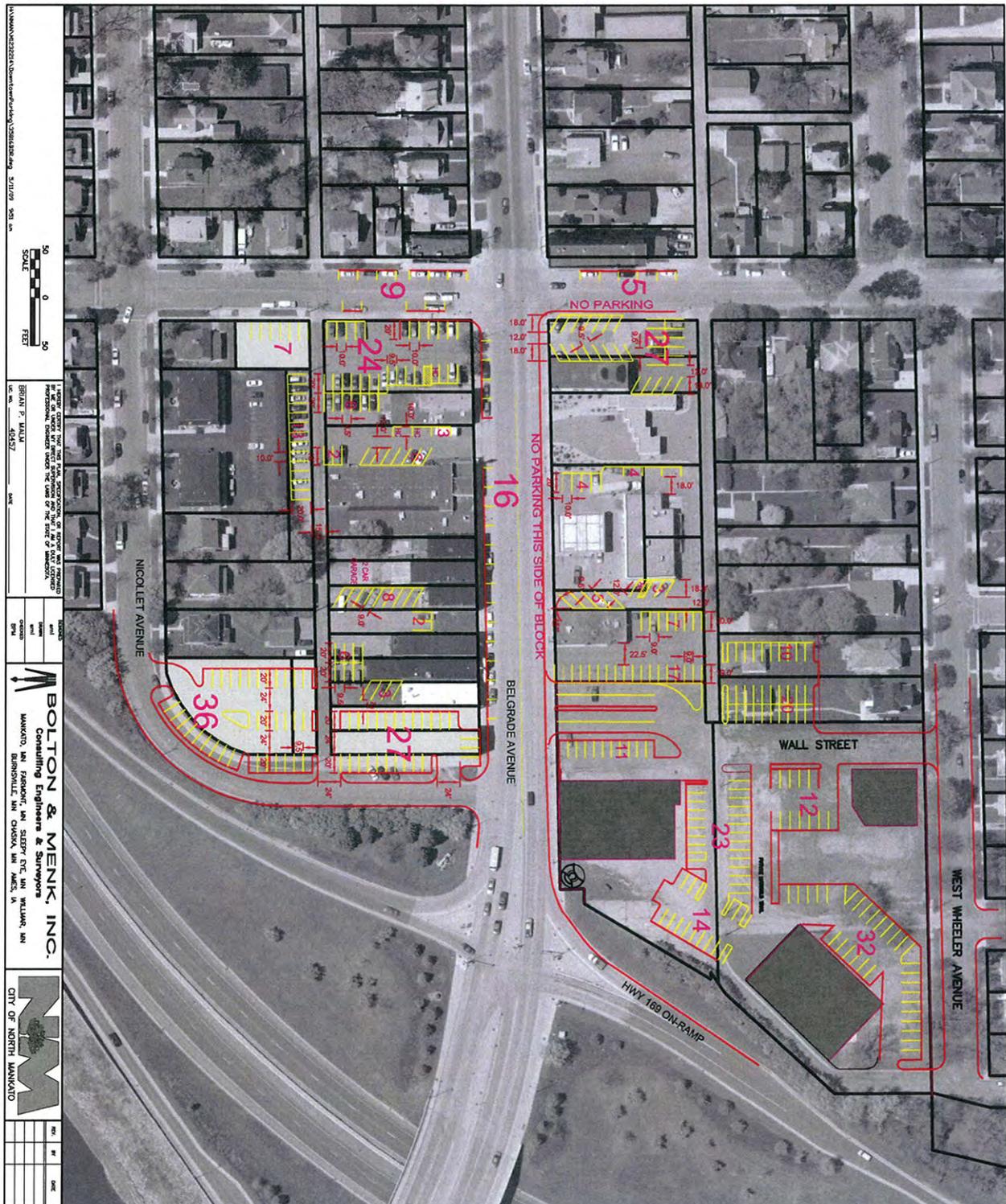
	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify) _____				

<input type="checkbox"/>	Workshop
<input checked="" type="checkbox"/>	Regular Meeting
<input type="checkbox"/>	Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____



1. I, JOHN P. YALOW, ENGINEER, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 04/25/07

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 1000 W. PARKWAY, SUITE 200
 BIRMINGHAM, AL 35202

CITY OF NORTH MANIKATO
 2009 PARKING IMPROVEMENTS
 LOWER NORTH MANIKATO LAYOUT 4



SHEET 4 OF 4

SITE ANALYSIS TABLE

Parking	194 VEHICLES
NORTH SIDE OF BELGRADE	168 VEHICLES
SOUTH SIDE OF BELGRADE	267 VEHICLES
TOTAL	

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12A	Dept: City Administrator	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Set Public Hearing for MS4 (Municipal Separate Storm Sewer System) Permit for 7 p.m. on Monday, December 19, 2011

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a Notice of Public Meeting for the MS4 (Municipal Separate Storm Sewer System) Permit. This public meeting is necessary for the permit.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Set Public Meeting for December 19, 2011 at 7 p.m.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____			Norland
_____			Schindle
_____			Freyberg
_____			Steiner
_____			Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify)		Notice of Public Meeting		

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/> Refer to: _____
<input type="checkbox"/> Table until: _____
<input type="checkbox"/> Other: _____

NOTICE OF PUBLIC MEETING
MS4 (MUNICIPAL SEPARATE STORM SEWER SYSTEM) PERMIT
CITY OF NORTH MANKATO

NOTICE IS HEREBY GIVEN, that as required by the City's MS4 (Municipal Separate Storm Sewer System) permit, the City of North Mankato will hold its annual meeting at 7 p.m. on December 19, 2011 in the Council Chambers at the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota.

Such interested persons who have questions or comments about the City's Storm Water Pollution Prevention Plan, stormwater management, or erosion and sediment control practices is invited to attend this meeting.

Dated this 5th day of December 2011.

Nancy Gehrke, CMC
City Clerk
City of North Mankato, Minnesota

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12B	Dept: City Administrator	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Res. Approving Minnesota Department of Transportation Agreement No. 99911

BACKGROUND AND SUPPLEMENTAL INFORMATION: This agreement authorizes the Minnesota Department of Transportation to act as an agent for the City in the acceptance of Federal Aid. As noted in the attached letter, this is an update of a previous agreement. Upon receipt of the Federal funds, MnDOT reimburses the City for authorized project expenditures.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adoption of the enclosed resolution

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____	_____	_____	Norland
_____	_____	_____	Schindle
_____	_____	_____	Freyberg
_____	_____	_____	Steiner
_____	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____		Agreement		

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____

RESOLUTION NO.

RESOLUTION APPROVING
MINNESOTA DEPARTMENT OF TRANSPORTATION
AGREEMENT NO. 99911
BETWEEN
THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF NORTH MANKATO
FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

WHEREAS, this agreement is intended to cover all federal aid projects initiated by the City and therefore does not have a specific State Project number tied to it;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that pursuant to Minnesota Statute Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of North Mankato to accept as its agent, federal aid funds which may be made available for eligible transportation related projects

BE IT FURTHER RESOLVED, the North Mankato Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 99911," a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council this 21st day of November 2011.

Mayor

City Clerk



Minnesota Department of Transportation
State Aid for Local Transportation

395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

October 28, 2011

Jon Rippke
North Mankato City Engineer
Bolton & Menk
1960 Premier Drive
Mankato MN 56001-5900

SUBJECT: **Agency Delegated Contracting Process Agreement**
Agency Agreement No. 99911

Dear Mr. Rippke:

Attached are three copies of the agency agreement between the City of North Mankato and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City of North Mankato is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement. There are not substantial changes to the agreement. There is a more clear reference to the DCP checklist as well as requirements and references to other State Aid policies and procedures rather than MnDOT's. I also get frequent calls questioning the CFDA number for the projects so I added that information.

While I do not anticipate that the requirements in Section I.J.1 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all three copies signed. A Council resolution similar to the attached example must be passed. The certified resolution should then be placed as the last page in each of the three copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all three copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

Lynnette Roshell, PE
Project Development Engineer

Enclosures

cc: Gordon Regenscheid DSAE
File

An Equal Opportunity Employer



STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF NORTH MANKATO
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of North Mankato and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City agent in accepting federal funds on the City behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 84210 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY

- A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- B. STAFFING.
 - 1. The City 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 any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City

from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. LETTING. The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. Workers' Compensation. Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that MnDOT is acting only as the City's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. Reporting of Total Compensation of the City's Executives.

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
- i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.
4. MnDOT will provide the required labor postings.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and

specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
 - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
 - IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
 - V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
 - VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
 - VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
 - VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF NORTH MANKATO

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

3. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12C	Dept: City Administrator	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Agreement for Professional Services with Bolton & Menk

BACKGROUND AND SUPPLEMENTAL INFORMATION: As we had previously informed you, we have reached an agreement with MnDOT District 7 to allow the City's consulting engineer, Bolton & Menk to provide certain services in preparation for the construction of the T.H. 14/CSAH 41 project. The total amount of compensation in the agreement is \$236,610 as enumerated on page 3 of the agreement. This amount has been approved by MnDOT District 7. The City of North Mankato will pay Bolton & Menk as invoiced for the project and submit invoices to MnDOT District 7 for reimbursement.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Approve the agreement

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____	_____	_____	Norland
_____	_____	_____	Schindle
_____	_____	_____	Freyberg
_____	_____	_____	Steiner
_____	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify) _____		Agreement		

<input type="checkbox"/>	Workshop
<input checked="" type="checkbox"/>	Regular Meeting
<input type="checkbox"/>	Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____

AGREEMENT FOR PROFESSIONAL SERVICES

TH 14/CSAH 41 Interchange and TH 14 4-Lane Expansion

This Agreement, made the 1st day of November, 2011, by and between City of North Mankato, 1001 Belgrade Avenue, North Mankato, MN 56003, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1960 Premier Drive, Mankato, MN 56001, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CONSULTANT is the designated City Engineer for the CLIENT and provides general and project-specific engineering and other professional services to the CLIENT on an on-going and as needed basis. As part of the CONSULTANT'S on-going service to the CLIENT, the CLIENT requires and requests project specific professional services in conjunction with the CLIENT'S Master Partnership Contract with the State of Minnesota for the TH 14/CSAH 41 Interchange and TH 14 4-Lane Expansion. The CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibits B & C (there is no Exhibit A for the purposes of this agreement).
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to

transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$120-150/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$100-150/Hour
Project Manager (Inc. Landscape Architect)	\$100-145/Hour
Senior Planner	\$100-150/Hour
Project/Design Engineer/Planner/Landscape Architect	\$60-135/Hour
Licensed Surveyor	\$70-135/Hour
Project Surveyor	\$60-100/Hour
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120/Hour
Senior Technician (Inc. Survey)	\$70-145/Hour
Technician (Inc. Survey)	\$50-90/Hour
Administrative Support & Clerical	\$35-80/Hour

- 2. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside professional and technical services.
 - b. Identifiable reproduction and reprographic charges.
 - c. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.

3. Total cost for the Basic Services, as itemized in Exhibit C are estimated as follows:

Project Management	\$7,680.00
Signing/Pavement Marking	\$19,300.00
Maintenance of Traffic	\$22,200.00
Hydraulic Design	\$80,980.00
Cost Estimating.....	\$10,860.00
QMP/QC/QA/ITR.....	\$95,590.00
TOTAL, BASIC SERVICES (estimated)	\$236,610.00

B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S

services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

I. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

J. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

K. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

L. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

M. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

N. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

O. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Disputes not resolved by mediation may then be submitted by either party to a court of competent jurisdiction.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf and to be made effective on November 1, 2011.

CLIENT: City of North Mankato

CONSULTANT: Bolton & Menk, Inc.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12D	Dept: City Administrator	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Charitable Gambling Fund Distribution

BACKGROUND AND SUPPLEMENTAL INFORMATION: Pursuant to our charitable gambling ordinance, the City collects 10 percent of the revenues of each of the charitable gambling licensees. The 10 percent set-aside is then distributed to organizations that are on the Council's approved recipient list. As noted below we are recommending a distribution of \$14,700 as outlined in the attached list. Also enclosed is a list of the 2010 distribution for your reference.

Balance 12/31/10	\$1,798
2011 Revenue	<u>\$13,000</u>
Balance Available	\$14,798
Proposed Distribution	<u>\$14,700</u>
Balance 12/31/11 (est.)	<u>\$98</u>

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Approve charitable gambling fund distribution

<p>For Clerk's Use:</p> <p>Motion By: _____ Second By: _____</p> <p>Vote Record:</p> <table> <tr> <td></td> <td>Aye</td> <td>Nay</td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Norland</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Schindle</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Freyberg</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Steiner</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>Dehen</td> </tr> </table>		Aye	Nay		_____	_____	_____	Norland	_____	_____	_____	Schindle	_____	_____	_____	Freyberg	_____	_____	_____	Steiner	_____	_____	_____	Dehen	<p align="center">SUPPORTING DOCUMENTS ATTACHED</p> <table> <tr> <td>Resolution</td> <td>Ordinance</td> <td>Contract</td> <td>Minutes</td> <td>Map</td> </tr> <tr> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td colspan="2">Other (specify)</td> <td colspan="3">2011 proposed distribution list,</td> </tr> <tr> <td colspan="2">2010 distribution list</td> <td colspan="3">_____</td> </tr> <tr> <td colspan="2">_____</td> <td colspan="3">_____</td> </tr> <tr> <td colspan="2">_____</td> <td colspan="3">_____</td> </tr> </table>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	Other (specify)		2011 proposed distribution list,			2010 distribution list		_____			_____		_____			_____		_____						
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<p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting</p>	<p><input type="checkbox"/> Refer to: _____</p> <p><input type="checkbox"/> Table until: _____</p> <p><input type="checkbox"/> Other: _____</p>
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November 21, 2011

**CITY OF NORTH MANKATO
GAMBLING FUND CONTRIBUTIONS
LIST OF CHARITABLE ORGANIZATIONS**

1.	Echo Food Shelf	1,000
2.	YWCA & YMCA Camperships	
3.		
4.	YMCA Youth in Government	500
5.	Lancers Band	500
6.	Holiday Sharing Tree	500
7.	Twin River Center for the Arts	
8.	LEEP	500
9.	West, East, Loyola Graduation Parties	500
10.	Boy Scouts of America (local projects only) Troop 29	500
11.	Girl Scouts of America (local projects only)	500
12.	School District 77 student activities not funded by District including national competitions and out-of-state travel, Science Fair, etc.	500
13.	Community Services Summer Parks Programs	500
14.	STRIVE (River Valley Foundation)	2,000
15.	YMCA Big Brother, Big Sister	500
16.	Toys for Tots	500
17.	South Central College Foundation	1,200
18.	North Mankato Elementary P.T.O. (2)	1,000
19.	American Cancer Society (local units only)	
20.	MSU Foundation – 2 Scholarships	

21.	Dakota Meadows Middle School Public Achievement Program	500
21.	Children's Museum of Southern Minnesota	1,000
22.	Santa Anonymous	500
Other:		
	<u>MAGFA Softball</u>	500
	<u>MNMYF Football</u>	500
	<u>Mankato United Soccer</u>	500
	<u>Mankato Area Lacrosse Program</u>	<u>500</u>
	TOTAL	<u>\$14,700</u>

Organizations that hold charitable gambling licenses either directly or indirectly are ineligible.

CITY OF NORTH MANKATO
3% and 10% GAMBLING
2010

	2010 10% <u>Contribution</u>	2010 3% <u>Contribution</u>
Eagles	\$8,474.89	\$6,966.72
Mankato Area Hockey Assn	\$942.35	\$895.23
Mankato Area Baseball Assn	\$3,999.00	\$4,681.00
	<u>\$13,416.24</u>	<u>\$12,542.95</u>

Beginning Balance \$21,327.90

2010 10% \$13,416.24

Balance Available \$34,744.14

2010 Distribution

Graduation Parties 2010	\$500.00
Graduation Parties 2011	\$500.00
South Central College Foundation - 2010	\$1,200.00
South Central College Foundation - 2011	\$1,200.00
North Mankato Fire Relief Assoc - 2010	\$14,046.00
Echo Food Shelf	\$1,000.00
Lancers	\$500.00
Sharing Tree	\$500.00
Twin Rivers Council for the Arts	\$2,500.00
LEEP	\$500.00
Boy Scouts	\$500.00
Girl Scouts	\$500.00
School Dist 77 Student Activities	\$500.00
Community Services Park Program	\$500.00
STRIVE	\$2,000.00
YMCA Big Brother Big Sister	\$500.00
Toys for Tots	\$500.00
North Mankato PTOs	\$1,000.00
American Cancer Society	\$500.00
Dakota Meadows Public Achievement	\$500.00
Childrens Museum	\$1,000.00
Santa Anonymous	\$500.00
MAGFA Softball	\$500.00
MNMYF Football	\$500.00
Mankato United Soccer	\$500.00
Mankato Area Lacrosse	\$500.00

Balance 12/31/10 \$1,798.14

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12E	Dept: City Administrator	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Authorize Marketing Effort for Signage at Caswell Park

BACKGROUND AND SUPPLEMENTAL INFORMATION: Pursuant to the Council's discussion at the last workshop, we are asking you to authorize the staff to initiate a marketing effort for advertising signage at Caswell Park. We expect to report back to the Council by the end of the first quarter of 2012.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Authorize marketing effort

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>				
Other (specify) _____				

<input type="checkbox"/>	Workshop
<input checked="" type="checkbox"/>	Regular Meeting
<input type="checkbox"/>	Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #14A	Dept: Finance Director	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Res. Declaring Costs to be Assessed for Municipal Charges - 345 Harrison Avenue

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a Resolution Declaring Costs to be Assessed for Municipal Charges for 345 Harrison Avenue.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt resolution

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____

RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED
FOR MUNICIPAL CHARGES

WHEREAS, the City of North Mankato has incurred municipal charges for services rendered in accordance with the following information; and

WHEREAS, all such costs are to be assessed against the property affected thereby;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following costs shall be specifically assessed against such property in the amount specified:

Type: 18203
Parcel No.: 18.557.2260
Legal: Lot 14, Block 4, Auditor's Plat #3
Address: 345 Harrison Avenue

Owners: Benjamin Hitzemann
345 Harrison Avenue
North Mankato, MN 56003

Valve and Bushing for Repairs - \$111.07

Adopted by the City Council this 21st day of November 2011.

Mayor

ATTEST:

City Clerk

City of North Mankato
 Delinquent Invoice
 Certification to Assessment Roll for One Year at 7%

Location	Description	Owner	PID	Legal Description	Amount
345 Harrison Avenue	Repairs	Hitzemann, James Robert	18.423.0790	Lot 14, Block 4, Auditor's Plat #3	111.07

111.07

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #16A	Dept: City Engineer	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Res. Ordering Feasibility Report for Project No. 11-06D, Lookout Drive Right Turn Lane

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a resolution ordering the Feasibility Report for Project No. 11-06D, Lookout Drive Right Turn Lane.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt resolution

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/> Refer to: _____
<input type="checkbox"/> Table until: _____
<input type="checkbox"/> Other: _____

RESOLUTION NO.

RESOLUTION ORDERING FEASIBILITY REPORT FOR
PROJECT 11-06D
LOOKOUT DRIVE RIGHT TURN LANE

WHEREAS, it is proposed to consider Project No. 11-06D, Lookout Drive Right Turn Lane;

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

1. That the proposed improvement be referred to the engineering firm of Bolton & Menk, Inc. for study and it is instructed to prepare and provide to the Council a feasibility report, advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the City Council this 21st day of November 2011.

Mayor

Attest:

City Clerk



TH 14 / LOOKOUT DR

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #16B	Dept: City Engineer	Council Meeting Date: 11/21/11
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TITLE OF ISSUE: Res. Ordering Feasibility Report for Project No. 11-07D, Lookout Drive Signal

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a resolution ordering the Feasibility Report for Project No. 11-07D, Lookout Drive Signal

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt resolution

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Norland
	_____	_____	Schindle
	_____	_____	Freyberg
	_____	_____	Steiner
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<input type="checkbox"/> Workshop
<input checked="" type="checkbox"/> Regular Meeting
<input type="checkbox"/> Special Meeting

<input type="checkbox"/>	Refer to: _____
<input type="checkbox"/>	Table until: _____
<input type="checkbox"/>	Other: _____

RESOLUTION NO.

RESOLUTION ORDERING FEASIBILITY REPORT FOR
PROJECT 11-07D
LOOKOUT DRIVE SIGNAL

WHEREAS, it is proposed to consider Project No. 11-07D, Lookout Drive Signal;

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

1. That the proposed improvement be referred to the engineering firm of Bolton & Menk, Inc. for study and it is instructed to prepare and provide to the Council a feasibility report, advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the City Council this 21st day of November 2011.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Michael Fischer, City Planner
DATE: November 16, 2011
SUBJECT: November Traffic & Safety Committee Meeting

On Wednesday, November 16, 2011, the Traffic & Safety Committee met to discuss items of business. Traffic & Safety Committee Members present: Council Liaison Bill Schindle, Police Chief Chris Boyer, Public Works Director Rich Peterson and City Planner Michael Fischer.

The following is a summary of the meeting:

1. Review Seasonal No Parking Restrictions on Pleasant View Drive

Based on tenant concerns regarding the seasonal no parking regulations approved by the City Council in February 2011, the Traffic & Safety Committee reviewed this issue at the request of the City Council. The Traffic & Safety Committee re-affirmed that Pleasant View Drive is a major thoroughfare that is faced with public safety concerns during the winter months due to the large amount of on-street parking. Furthermore, the Committee believes that some landlords may have the ability to create additional off-street parking and stressed the importance of tenant use of garages for off-street parking and not the storage of materials. Discussion was held regarding snow emergency policies.

Recommendation

The Traffic & Safety Committee recommends the removal of the current seasonal no parking restriction on Pleasant View Drive and recommends that all property owners evaluate the ability to create additional off-street parking spaces to accommodate visitors. Should public safety issues continue in the future, the Committee will re-visit seasonal no parking.

2. Review of Snow Emergency Ordinance

The Traffic & Safety Committee discussed the current Snow Emergency Ordinance and made the following recommendation:

Recommendation

In an effort to provide a clear snow emergency policy and to reduce costs associated with snow removal, the Committee recommends no changes be made to the existing Snow Emergency Ordinance.

MEMORANDUM

TO: Traffic & Safety Committee
FROM: Michael Fischer, City Planner
DATE: November 9, 2011
SUBJECT: November Traffic & Safety Committee Meeting

The next meeting of the Traffic & Safety Committee has been scheduled for Wednesday, November 16, 2011 at 9 a.m. in the Municipal Building Conference Room.

AGENDA

1. Review seasonal no parking restrictions on Pleasant View Drive at its intersection with Lookout Drive to Peregrine Lane.
2. Review Snow Emergency Ordinance.

1. Review seasonal no parking restrictions on Pleasant View Drive at its intersection with Lookout Drive to Peregrine Lane

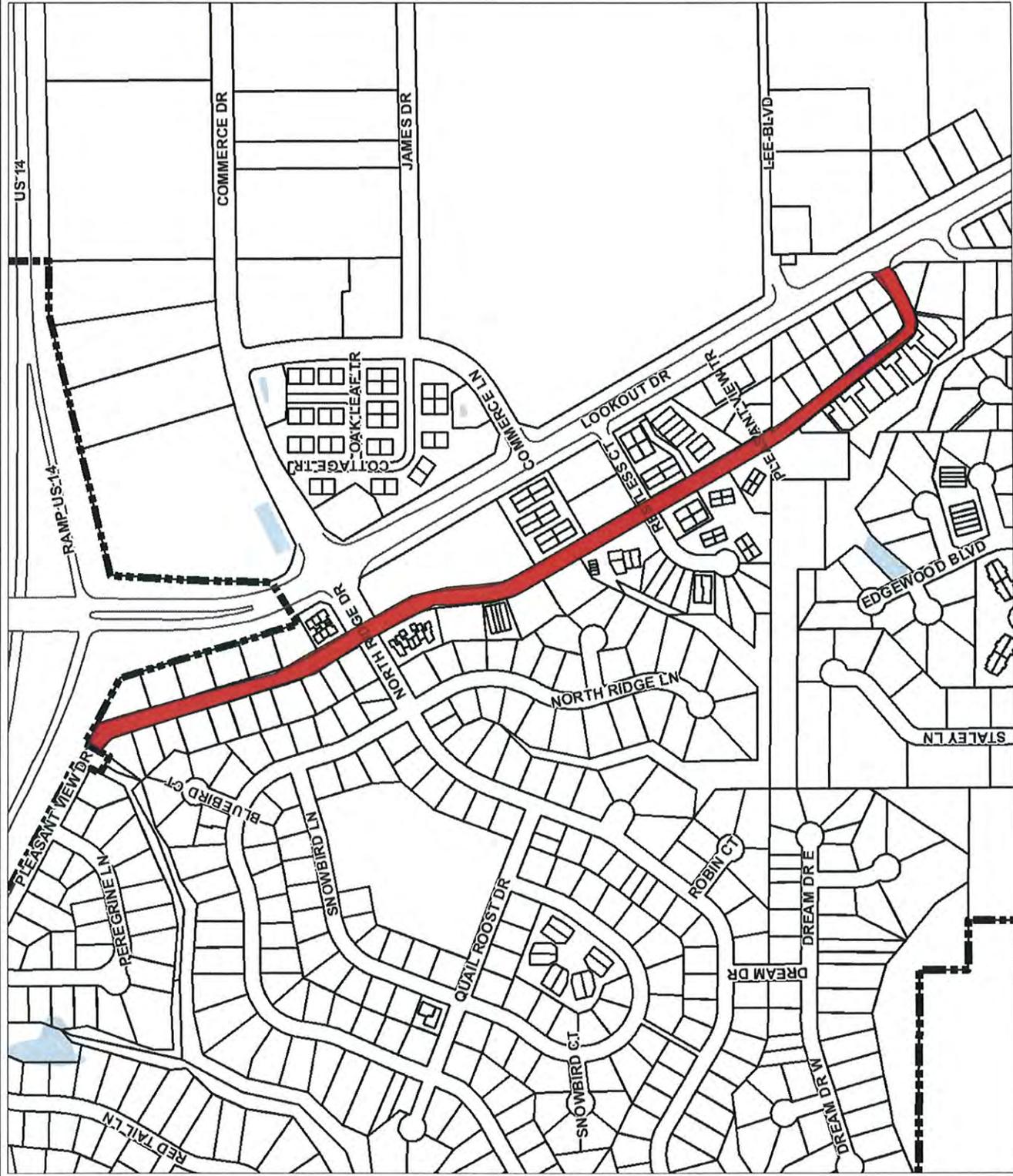
Based on a recommendation by the Traffic & Safety Committee in February of 2011, the City Council approved seasonal no parking from November 1 to April 1 on Pleasant View Drive from its intersection with Lookout Drive to Peregrine Lane as shown on the attached map. The decision to implement parking restrictions on this section of Pleasant View Drive was based largely on snow removal and public safety issues due to the large amount of residents who park vehicles on Pleasant View Drive.

Soon after the seasonal no parking signs were installed in October, several area residents and apartment building owners expressed concerns about the parking restrictions. As a result, at the November 7, 2011 City Council meeting, the Council took action to temporarily cover the seasonal no parking signs and refer the issue back to the Traffic & Safety Committee.



Pleasant View Drive

Figure x x



0 513 Feet

© Bolton & Menk, Inc - Web GIS

2. Review Snow Emergency Ordinance

As there has been recent City Council discussion regarding snow emergency declarations, attached is information regarding our current Snow Emergency Ordinance and snow emergency policies implemented by the City of North Mankato.

North Mankato
Police Department

Memo

To: Wendell Sande, City Administrator
From: Chris Boyer, Chief of Police
Date: 11-08-11
Re: Snow Emergencies

The North Mankato snow emergency ordinance states that there is no parking on any city streets during a snow emergency. This change was enacted in 2010 after two snow emergencies were called in 2009. The 2009 snow emergencies employed a calendar style cleanup and were confusing to the residents and generated numerous complaints. The 2010 ordinance change alleviates the need for snow emergency routes and cuts down on confusion. This also allows for a one day cleanup instead of two days.

Our current snow emergency ordinance matches what the City of Mankato uses. Mankato snow emergencies state that there is no parking allowed on streets until the snow emergency is lifted. (See attached.)

I feel the least confusing and simplest method should be used if the City Council desires snow emergencies.

Thanks

Chief Boyer

way” signs or arrows, or to park any vehicle in any municipally-owned parking lot contrary to the restrictions or limitations sign-posted or metered-posted therein.

(1975 Code, § 9.20) Penalty, see § 10.99

§ 71.06 DECLARATION OF SNOW EMERGENCY; PARKING PROHIBITED.

(A) The City Administrator or other designated official may declare a snow emergency in the city. The emergency shall continue in effect for a period of 24 hours or until the snow has been removed from the city's streets or until the snow emergency has been rescinded by action of the City Administrator or other designated officer.

(B) Notice of the declaration of a snow emergency shall be given by notifying the local news media; however, the notification shall be a service aid only and not a duty on the part of the officials.

(C) During a declared snow emergency, no motor vehicle shall be left parked on any street or public way in the city.

(D) During a declared snow emergency, any police officer who finds a motor vehicle in violation of this section is authorized to have the vehicle removed at the owner's expense.

(Am. Ord. 30, 4th series, passed 1-4-2010) Penalty, see § 10.99

§ 71.07 PARKING CERTAIN SEMI-TRAILERS OR TRACTORS ON PUBLIC STREETS PROHIBITED.

No person shall park a semi-tractor or trailer, or any truck rated with a gross vehicle weight in excess of 10,000 pounds, in any area of the city zoned for residential use or other area designated by City Council resolution except when the vehicle is parked in a completely enclosed garage.

Penalty, see § 10.99

§ 71.08 OVERNIGHT PARKING.

The following vehicles shall not be allowed to park on city streets overnight: repair, delivery, rented vehicles with commercial plates and refuse and recycling haulers or any other vehicle not registered as a passenger vehicle.

Penalty, see § 10.99

8.03 : Angle Parking Regulations.

In any place upon a public street or in a public parking facility where angle parking is designated by curb marking or signposting, it is unlawful for any person, as driver or operator of a vehicle, or as the registered owner of a vehicle, to park, stop or leave standing, or cause, allow or permit to be parked, stopped or left standing, whether knowingly or unknowingly, any such vehicle, except with the front wheel thereof touching the curb within any parking stall lines painted on the curb or street.

8.04 : Street Without Curb; Parking Regulations.

It is unlawful for any person, as driver or operator of a vehicle, or as the registered owner of a vehicle, to park, stop or leave standing, or cause, allow or permit to be parked, stopped or left standing, whether knowingly or unknowingly, any such vehicle upon any street not having a curb unless such vehicle is stopped or parked parallel with on the extreme right portion of the pavement or the improved or main-traveled portion of the street.

8.05 : Unmetered Street Parking Regulations.

Parking in any parking stall upon any public street not controlled by a parking meter shall be limited as follows:

1.000 Continuous Parking.

It is unlawful for any person, as driver or operator of a vehicle, or as the registered owner of a vehicle, to park, stop or leave standing, or cause, allow or permit to be parked, stopped or left standing, whether knowingly or unknowingly, any such vehicle in a given place upon any public street for a period in excess of twenty-four (24) continuous hours.

2.000 Limited Parking Zones.

The City Manager may, when authorized by the City Council, designate any street, or any portion thereof as a five (5) minute, ten (10) minute, fifteen (15) minute, thirty (30) minute, one (1) hour, two (2) hour, four (4) hour, six (6) hour or eight (8) hour limited parking zone, and shall cause any such zone to be designated by signposting. It is unlawful for any person, as driver or operator of a vehicle, or as the registered owner of a vehicle, to park, stop or leave standing, or cause, allow or permit to be parked, stopped or left standing, whether knowingly or unknowingly, any such vehicle in any limited parking zone for a continuous period of time in excess of the period of time specified in the signposting of such zone between the hours of 8:00 a.m. and 6:00 p.m. on any weekday. The limited parking zones on Riverfront Drive and on Hickory Street adjacent to the Midwest Wireless Civic Center shall be enforceable at any time. Vehicles moved within or from one limited parking zone to another, must be moved at least one hundred (100) yards from the previous location.

8.06 : Emergency Parking Regulations.**1.000 Definitions.**

For purposes of this section, the term "emergency" shall mean any condition upon any public street, including the presence of snow, freezing rain, sleet, ice or other phenomenon, which condition creates or is likely to create any hazardous road condition or impedes or is likely to impede the free movement of traffic, when such condition shall have been declared by the City Manager, or a designated agent of the City Manager.

2.000 Declaration.

Upon the existence of an emergency as defined herein, the City Manager, or a designated agent of the City Manager may, in the discretion of such person, declare that an emergency exists, whereupon such person shall notify any radio or television station having facilities within or near the City, and request that such media cooperate with the City in giving notice of such emergency to the community. The emergency regulations set forth below shall become effective two (2) hours after such notice has been given by the City to such news media.

3.000 Unlawful Acts.

A. During an emergency, it is unlawful for any person, as driver or operator of a vehicle, or as the registered owner of such vehicle, to park, stop or leave standing, or cause, allow, or permit to be parked, stopped or left standing, whether knowingly or unknowingly, any such vehicle upon any street until the street has been completely plowed from curb to curb.

Editor's Note - An ordinance enacted February 9, 1998, deleted Subsection B of Subdivision 3 of Section 8.06. Said subsection pertained to the leaving or parking of vehicles during an emergency on streets other than snow emergency routes or streets regulated by parking meters on specific days of the month and was derived from an ordinance of June 13, 1977; and an ordinance of January 22, 1979, Section 5.

8.065 : Seasonal No Parking.**1.000 When Parking is Prohibited.**

During the period from November 1st to April 1st of each year, the City Manager is authorized to enforce no parking on streets or sides of streets in areas where signs indicating "No Parking November 1 to April 1" are permanently posted year around. Any changes to streets involved shall be done by Council resolution.

Snow and Ice Control

For all the latest on snow emergencies in Mankato, call 507-387-9001, 24-hour service.

Snow and ice season information

Watch a Mankato City Update featuring information on Mankato's snow emergencies.

Mankato's snow and ice removal workers keep a close eye on the weather. Staff's goal is to apply an anti-icing on the streets before snow falls and ice forms because anti-icing helps return streets to normal driving conditions faster and minimizes the need for overtime.

The city of Mankato will announce when a snow emergency will begin and end. **During a snow emergency there is no parking on Mankato streets so snow can be removed quickly and efficiently.** The only exception is streets posted "seasonal no parking" (which only affects a small amount of streets in Mankato).

How the "seasonal no parking" exception works: For people parked on "seasonal no parking" streets, move vehicles to the signed side of the street until the snow emergency expires. Once the snow emergency expires, return vehicles to the unsigned side of the street.

Temporary parking is available at no cost in the Mankato Place and Civic Center Parking ramps during snow emergencies. Parking is also allowed in yards during a snow emergency.

Consequences for vehicles not being removed from city streets during a snow emergency include ticketing and towing of the vehicle in violation. Towed vehicles can be reclaimed at Affordable Towing located at 1522 North Riverfront Drive in Mankato. Contact Affordable Towing at 507-388-8697.

When are snow emergencies called?

Generally, snow emergencies will be called after receiving 3 inches of snow and/or ice. The media will be notified, the 24-hour snow emergency line updated (507-387-9001) and email and text messages will be sent to those who subscribe. In addition, sends information via Facebook and Twitter. Every reasonable attempt will be made to provide as much advance notice as possible before towing begins. Ideally, the need for any towing would be eliminated.

Emergency response

During snow and ice conditions, emergency calls from police and fire are given top priority in snowplowing efforts. If an emergency situation arises during a snowfall or storm and the street is not passable, call 911.

***Exception:**

"Seasonal no parking" streets (which only affects a small amount of streets in Mankato) are the only exception. For people parked on the "seasonal no parking" streets, move vehicles to the signed side of the street until the snow emergency expires. Once the snow emergency expires, return vehicles to the legal side of the street.

Help us help you

Keep sidewalks shoveled for everyone's safety. Section 6.03 of the Mankato city code says that any accumulation of snow or ice on a public sidewalk is a public nuisance if it is not removed within 24 hours and property owners can be charged for its removal.

Relocate vehicles parked on Mankato streets every 24 hours to prevent towing.

Adopt a fire hydrant to keep it clear of snow. Doing so helps give firefighters efficient access in the event of a fire. Call the city of Mankato at 507-387-8577 to adopt a fire hydrant.

Call 911 to report the location and license plate of a vehicle that has been parked on a city street for more than 24 hours.

Snow and ice removal is a difficult and time-consuming job. Patience is appreciated as city staff works diligently to restore streets to normal winter driving conditions.

Shovels, snowblowers, sand and rock salt are all great items to have on hand during snow season. Please do not shovel or blow snow on to Mankato streets. It is a violation of city ordinance.

Going out of town?

This information may be helpful:

24-hour Minnesota Department of Transportation Travel Information
1-800-542-0220

Minnesota Department of Transportation web site

Snow and ice control information

Snow emergency information (24 hour)
Plowing, salting, snow routes, parking information

507-387-9001
507-387-8674



Michael Fischer

From: Lynette Peterson [lynnettep@northmankato.com]
Sent: Monday, November 14, 2011 8:09 AM
To: 'Michael Fischer'
Subject: FW: Seasonal Parking Restriction on Pleasant View Drive

From: Adrienne.M.Watts@wellsfargo.com [mailto:Adrienne.M.Watts@wellsfargo.com]
Sent: Friday, November 11, 2011 9:37 AM
To: lynnettep@northmankato.com
Subject: Seasonal Parking Restriction on Pleasant View Drive

November 10, 2011

Traffic & Safety Committee Members
City of North Mankato
1001 Belgrade Avenue
P.O. Box 2055
North Mankato, MN 56002-2055

Re: Seasonal Parking Restriction on Pleasant View Drive

To the Committee:

I am writing the committee in support of the seasonal parking restriction on Pleasant View Drive after hearing objections raised at the last Council Meeting on November 7th. In the nearly 15 years I have resided at the address below, snow plowing from curb-to-curb has been infrequent at best due to parked vehicles owned by residents of rental units of Lloyd Management on the street for extended periods. Although residents of Lloyd rental units have two parking stalls each, many residents choose to park on the street, which is evident everyday at all hours of the day and night, because access to some individual units is more convenient from the street than using assigned parking stalls or garages (which may instead be used as storage units). The following safety concerns are the result of infrequent curb-to-curb plowing of the street and remain unaddressed should the seasonal parking restriction be lifted:

- Significant narrowing of the street, which has now become a fairly busy alternate route to access Lookout Drive, makes exiting/entering driveways safely hazardous. Not only do parked cars and excess snow make this difficult, but the height of the snow banks and increased traffic volume/speed does as well.
- Narrowing of the street makes it difficult for opposing traffic to pass safely, particularly around the curve in the street;
- Excess snow in the street creates fairly constant slippery conditions even when weather conditions are good;
- Excess melting snow in the street also creates significant pooling of water and ice in front of the mailbox station located on the 1663 Pleasant View Drive boulevard area.

11/14/2011

While residents of Lloyd rental units have raised the concern that the Lloyd properties do not have adequate parking available without street parking, the safety conditions resulting from inadequate snow removal are a larger concern in the neighborhood and traffic volumes support the need for the restriction. It appears that Lloyd Management is acknowledging parking limitations for their rental units, which should be addressed by Lloyd by expanding parking on their property and not making that a problem for the City to address. There is plenty of space on the property for them to extend some blacktop areas for additional parking.

Should the committee consider lifting the seasonal parking restriction on Pleasant View Drive, I urge the committee to consider a permanent no parking restriction on both sides of the street around the curve and leave the no parking restriction in place on the opposite side of the street. I also urge the committee to liberally call for snow emergencies, such that the street can be cleared curb-to-curb in a timely manner and only once. This, however, does not address the ongoing issue of street narrowing throughout the snow season, and does have a negative impact on police resources to enforce ticketing and towing. In the long run, it's more cost effective to leave the parking restriction in place, both in terms of plowing and public safety resources.

As a side note, given there are limited sewer drains on the block except at the corner of Pleasant View Drive and Northridge Drive, I also urge the City to consider placing a sewer drain at or near the mailbox station located on the 1663 Pleasant View Drive boulevard area. The water flow/run off due to the curve and slope of the street creates a lake in front of the mailbox station that you need knee boots to retrieve mail. I can tell you that I've been drenched from head to toe by passing cars plowing through standing water while getting my mail. This standing water condition is fairly constant throughout the snow season and is slightly worse since the street was resurfaced. The owners of the Pleasant View Condo Association (of which I am a member) work constantly to keep the mailbox station accessible to all who use it, including residents of Lloyd rental units (who incidentally use our driveways as a turn-around after retrieving mail). This standing water condition is also present at the driveway entrances to multiple Pleasant View Condo Association owner units, including 1663, 1667, and 1671. I am including this comment in this letter because Mr. Peterson, as Public Works Director sits on this Committee. I trust that Mr. Peterson will address this concern and/or route it to the appropriate department for consideration.

I thank the Committee for your due consideration of this matter. It is clear to me as a long standing resident on this street that the Committee made the right decision to place the seasonal parking restriction on Pleasant View Drive after considering traffic flow and other analysis. Although I am not representing Pleasant View Condo Association with this writing, we have been very good neighbors to Lloyd over the years. Any concerns we've had with rental units have been promptly addressed. Although we differ on this issue, we hope to continue our good relationship with Lloyd.

Respectfully Submitted,
Adrienne M. Watts
1667 Pleasant View Drive
North Mankato, MN 56003
wattsupfam@aol.com
507/381-5761

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CLAIM REPORT
FOR REGULAR COUNCIL MEETING OF NOVEMBER 21, 2011

70407	MSCIC	registration fees for conference-Police Dept.	\$300.00
70408	Verizon Wireless	cell phone bill-Comm Dev & Port Authority	\$109.61
70409	Wells Concrete	concrete-Street, Local Option Sales Tax & Parkland	\$7,299.39
70410	Minnesota State Auditor	registration fee for training conference-Finance	\$125.00
70411	Davidson, Dan	buy funds-Task Force	\$6,080.00
70412	Kohlmeyer, Jason	refund for missing audiobook-Library	\$50.00
70413	Moss & Barnett	legal services-Public Access	\$2,784.00
70414	Cardmember Service	charge card items-All Depts.	\$8,112.17
70415	AT & T Mobility	cell phone bill-Bookmobile	\$24.02
70416	Charter Communications	high speed data serv-Pol, Fire, Contingency & P/A	\$442.96
70417	Verizon Wireless	cell phone & internet bill-All Depts.	\$734.23
70418	Affinity Plus Fed Credit Union	employee payroll deductions	\$192.62
70419	ICMA Retirement Trust - 457	employee payroll deductions	\$4,453.85
70420	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$380.77
70421	Law Enforcement Labor Service	employee payroll deductions	\$378.00
70422	MN Valley Fed Credit Union	employee payroll deductions	\$60.51
70423	NCPERS Minnesota Unit 662400	employee payroll deductions	\$96.00
70424	United Way	employee payroll deductions	\$289.23
70425	MSCIC	registration fees for conference-Police Dept.	\$120.00
70426	Kramer, Julie	speaker fee for special program-Library	\$500.00
	Affordable Towing of Mankato, Inc.	towing & storage of vehicle-Task Force	\$239.33
	Alco Pro, Inc.	supplies-Police Dept.	\$233.00
	Alpha Wireless Communications	equip repair & maintenance agreement-Pol & T/F	\$4,293.76
	Ameripride Services	mats, uniform & towel service-All Depts.	\$586.32
	Apt Machining & Fabricating, Inc.	equipment repairs-Street & Park Depts.	\$1,290.00
	Audio Editions	audio books-Library	\$636.10
	Auto Trim Design	window tent K-9 vehicle-Task Force	\$348.97
	Baker & Taylor	books-Library & Bookmobile	\$31.98
	Bank of Alma	principal & interest-Equip Certificate of Indebtedness	\$63,100.00
	Batteries Plus	supplies-Water Dept.	\$22.63
	Blasing, Jess	refund water bill credit	\$40.56
	Blue Earth Environmental Co.	assess/abatement hazardous materials-Port Authority	\$600.00
	Brandt, Inc.	shirts-Inspections	\$159.75
	Card Source	supplies-Library	\$803.08
	Cargill	road salt-Street Dept.	\$3,809.17

CLAIMS CONTINUED

Carquest Auto Parts	equipment parts & supplies-All Depts.	\$343.85
CDW Government	equipment parts-Public Access	\$201.52
City Directories	book-Library	\$235.00
City of Mankato	water bill-Public Access	\$15.03
Clarey's Safety Equipment, Inc.	equipment part-Fire Dept.	\$90.36
CocaCola Refreshments	pop-Unallocated	\$55.00
Connect Business Magazine	ad-Port Authority	\$124.00
Countryside Tree Service	move trees-Park Dept.	\$150.00
DEMCO, Inc.	supplies-Library	\$128.17
Dirt Merchant, Inc.	temporary access to Peterbilt-2011 Construction	\$11,446.59
Display Sales	light bulbs for holiday decorations-Contingency	\$508.96
Electric Pump	equipment parts-Sewer Dept.	\$2,655.40
EPA Audio Visual, Inc.	subscription license for data-Public Access	\$1,046.91
Express Services	temporary crossing guards & employees-Pol & Str	\$1,621.69
Fastenal Company	supplies-Street Dept.	\$45.82
Fed Ex Freight	delivery charges for ASA exhibition show-Comm Dev	\$95.79
Freyberg Petroleum Sales, Inc.	grease-Shop	\$128.53
Gale Group	books-Library & Bookmobile	\$50.38
Gopher State One-Call	equipment rental utility digging notification service-Insp	\$265.75
Green Tech Recycling	recycling appliances for fall pickup-Sanitation	\$2,337.36
Hansen Sanitation	fall pickup-Sanitation	\$3,303.00
Hansen Sanitation	refuse pickup-Shop, Park, Sanitation & Public Access	\$159.12
Home Magazine	ad-Sanitation	\$132.80
Horvick, Inc.	equipment part-Street Dept.	\$3.60
Hutch Auto & Truck Parts	equipment parts-Water Dept.	\$279.18
Industrial Fabrication Services, Inc.	equipment parts-Street Dept.	\$769.50
Ingram Library Services	books-Library	\$1,121.53
JM Promotions	book bags-Library	\$2,880.30
Jeane Thorne, Inc.	professional service-Task Force	\$1,218.00
Keller, J.J. & Associates, Inc.	drug testing-All Depts.	\$309.60
Kennedy & Kennedy Law Office	legal services-Attorney & Port Authority	\$8,051.85
Kunkel Electric, Inc.	footing/conduits street lights at Library-Sales Tax Const	\$1,850.00
LJP Waste & Recycle	transportation charges-Sanitation	\$339.20
Larkstur Engineering & Supply, Inc.	equipment parts-Street Dept.	\$22.03
Lawson Products	supplies-Shop	\$424.45
League of Minnesota Cities	MN Cities storm water coalition contribution-Stm Wtr	\$1,000.00
MacTools Distributor	supply-Shop	\$34.35
Madison National Life Insurance	life insurance for December	\$591.11
Madison National Life Insurance	voluntary life insurance for December	\$175.40
Mankato Bearing Company	equipment parts-Park Dept.	\$115.88

CLAIMS CONTINUED

Menards-Mankato	supplies-Park & Contingency	\$46.47
Minnesota Dept. of Labor & Industry	annual operating permit for elevator-Library	\$100.00
Mankato Motor Co.	equipment parts-Street & Park Depts.	\$641.32
Mankato Public Schools	bus transportation for special program-Library	\$56.60
Minnesota Valley Testing Lab	water testing-Water Dept.	\$158.75
Minnesota Waste Processing Co.	processing fees-Sanitation	\$23,228.61
Moss & Barnett	legal services-Public Access	\$1,480.50
MRCI	wages for MRCI employees-Sanitation	\$8,422.91
Newman Signs	barricades-Street Dept.	\$896.49
North Central International	equipment parts-Street Dept.	\$251.63
Old Dominion Brush Co.	equipment parts-Street Dept.	\$30.32
OverDrive	downloadable ebooks & audio books-Library	\$492.71
Peterson, Lynette	mileage-Comm Dev	\$88.80
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$70.37
Ponderosa Landfill	refuse disposal from fall drop off-Sanitation	\$23.69
Premier Veterinary Center	animal impound-Police Dept.	\$2,361.83
Quality 1 Hour Foto	supplies for exhibit display-Comm Dev	\$109.82
Quality Tree Service	stump removal-2011 Construction	\$112.74
Ramy Turf Products	grass seed & erosion control-Local Option Sales Tax	\$441.40
River Bend Business Products	copier maintenance-Library	\$79.72
Schwicker's Tecta America	furnace repairs-Mun Bldg, Street & Public Access	\$3,877.00
Select Account	November participant fee-Unallocated	\$113.46
Sign Pro	supply-Water Dept.	\$26.84
Southern Minnesota Construction	rock & demo-Sales Tax, 2011 Const & Sanitation	\$8,252.24
Staples Advantage	supplies-All Depts.	\$710.87
State Industrial Products	supplies-Shop	\$316.28
Streicher's	training supplies & bullet proof vest-Police & Task Force	\$2,100.82
Telrite Corporation	long distance phone bill-Mun Bldg	\$223.53
Topper Plus, Inc.	supply-Water Dept.	\$27.79
Turfwerks	equipment part-Park Dept.	\$44.66
United Rentals	supplies-Street Dept.	\$72.00
Valley National Gases	welding supplies-Shop	\$200.80
Viking Fire & Safety	service fire extinguishers-Street & Shop	\$189.13
Viking Electric Supply	electrical supplies-Street, Parkland, Water & Sewer	\$286.35
Total		<u>\$208,590.47</u>

CLAIMS CONTINUED

General	\$39,501.67
Library	\$10,095.24
Bookmobile	\$669.91
Community Development	\$1,526.27
Local Option Sales Tax	\$6,252.32
Parkland	\$1,923.03
Contingency	\$1,699.09
Port Authority	\$1,406.03
Equipment Certificate of Indebtedness	\$63,100.00
Local Option Sales Tax Construction	\$1,850.00
2011 Construction	\$19,320.48
Water	\$1,069.22
Sewer	\$3,469.29
Sanitary Collection	\$37,993.05
Storm Water	\$1,026.43
Public Access	\$6,015.17
Minnesota River Valley Drug Task Force	<u>\$11,673.27</u>
Total	<u><u>\$208,590.47</u></u>

PORT AUTHORITY INVOICES
FOR REGULAR COUNCIL MEETING OF NOVEMBER 21, 2011

Verizon Wireless	cell phone bill-Port Authority	\$54.54
Cardmember Service	charge card item-Port Authority	\$430.49
Blue Earth Environmental Co.	assess/abatement hazardous materials-Port Authority	\$600.00
Connect Business Magazine	ad-Port Authority	\$124.00
Kennedy & Kennedy Law Office	legal services for October-Port Authority	<u>\$197.00</u>
Total		<u><u>\$1,406.03</u></u>

List of Port Authority Bills in the Amount of \$1406.03

Council Meeting of November 21, 2011

Mayor Mark Dehen

Council Member Bill Schindle

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

List of Bills in the Amount of \$208,590.47

Council Meeting of November 21, 2011

Mayor Mark Dehen

Council Member Bill Schindle

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Council Member Robert Freyberg