

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 5, 2012. 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, Interim Administrator Fischer, City Attorney Kennedy, Engineer Malm and City Clerk Gehrke. Absent: Finance Director Thorne.

**Approval of Agenda**

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

**Approval of Minutes**

**Council Member Schindle moved, seconded by Council Member Norland, to approve the minutes of the Council Workshop of October 15, 2012 and the minutes of the Council meeting of October 15, 2012. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

**Public Hearing, 7 p.m. – Proposed Modification of Tax Increment Financing District No. IDD 1-8, Marigold Redevelopment Project**

The Mayor opened the public hearing to consider the proposed modification of Tax Increment Financing District No. IDD 1-8, Marigold Redevelopment Project. The public hearing notice was published in the official newspaper and the Affidavit of Publication was included in the packet.

Vanyo Moody, 200 Belgrade Avenue and developer of the Marigold Project, appeared before the Council and asked for approval to build an apartment building at the corner of Wheeler Avenue and Wall Street reporting there are 131 people on the waiting list for the 108-unit apartment building. Mr. Moody is asking for all approvals necessary contingent on receiving financing from the bank by December 31, 2012. He reported his team has been working on this project for 5 years and 8 months. The first building was completed in 2010 and includes 4 apartments and 1 business. In 2011 he proposed a 42-unit complex but due to cost per square foot, this project was not financially feasible. He presented a complete list of the amenities for this phase of the project reporting the proposed 108-unit apartment building would include 170 indoor heated parking stalls, 17 motorcycle stalls, 42 outside parking stalls, storage for 114 bicycles, 144 heated storage units, 23 straight-in parking stalls on the south side of Wheeler Avenue, computer/conference room, card/meeting room, lounge, club room, patio and reflecting pool with the building to be secured with cameras and a locked keyless fob.

Ed Tschida, Advance Resources for Development, appeared before the Council and presented a historical overview of the Marigold site and projects that were proposed since the establishment of Tax Increment Financing District No. IDD 1-8 in January 1990. He reported this District modification is subject to the provision of special legislation that authorized the City to expand the District, waive certain tax increment requirements limiting District expenditures and use District increment for previously incurred and future project expenditures. Mr. Tschida reported the legal reason for conducting this hearing is due to an increase in the proposed budget to fund eligible development costs for the Marigold Project. As part of the hearing process notification must be given to the school district and county 30 days prior to the hearing. A letter of waiver was received from the school district, and the County Auditor requested comments from the County Board and they had no concerns, however, the Board will not meet until Tuesday, November 13, 2012 to take formal action. Mr. Tschida requested that if the resolution approving the modification of Tax Increment Financing District No. IDD 1-8 is

adopted that it be effective upon receipt of the waiver from the County or the 30 days have lapsed.

Mr. Tschida recapped the cost of the project and the projected assessed market value. He reported the 108-unit apartment building is estimated to cost \$17 million and according to the Nicollet County Assessor's Office the estimated assessed value would be \$14 million. He gave a chronology of the Marigold site redevelopment project beginning in 1989 which included the designation of the Marigold site as part of Industrial Development District No. 1 to facilitate redeveloping property adjacent to Belgrade Avenue and continuing to the present time with the completion of Marigold Phase I and the proposed Marigold Phase 2.

Mr. Tschida recapped the Taxable General Obligation Bonds, Series 2001D which were refunded with Taxable General Obligation Tax Increment Bonds, Series 2010D. Currently the first Marigold Project pays taxes, which in turn pays a portion of the bonds. Also in the bonds is the FX Fusion Project which is paying off their portion of the bonds. He reported the proposal for the Marigold project does not put additional money into the project. This is a pay-as-you-go TIF district. The proposal for the Marigold Project does not incur additional debt. The amount of total tax increment financing is \$2,450,000 paid to the developer through the year 2027. He reported as the increment comes in on a semi-annual basis, the City takes their portion to pay the bonds and the administrative fees, and the dollars that remain are available for transfer to the developer. The Development Agreement states the developer gets paid only if the money is available to a maximum of \$2.45 million. The Development Agreement ends with the developer at the end of 2027. Since this is a pay-as-you-go TIF, there is no additional risk to the City. If the project is approved, it is likely the District would end about 9 years earlier and the outstanding bonds would be paid. One other component of the TIF is a fund transfer which is money the Port Authority has available to temporarily cash flow the bond payments with inter-fund loan transfers. The Port Authority reviewed and approved the Tax Increment Plan and has entered into an agreement with the developer for a pay-as-you-go TIF and cannot increase the debt to this project. As part of the agreement, the TIF District was negotiated until the end of 2027. At the end of the tax increment district the property returns to the regular tax rolls. The total amount available to the developer is \$2.45 million. Council Member Freyberg asked if the bond is in the name of the Port Authority or the City. Mr. Tschida reported the 2010D Bond is a General Obligation and is backed by the City. Council Member Schindle asked the price of the land that is being sold and was told the land sold for \$1. He also asked about the Wheeler Avenue improvements, and if they are going to be assessed. Interim Administrator Fischer reported this work will be done using utility and storm water funds. Engineer Malm reported the sewer and water lines are in good shape and have PVC pipe and the storm water line in Wheeler is in poor shape and is not being done because of the project but will be done at the same time as the project. He reported the street surface and storm water line will be new.

Bob Knutson, 987 Belvista Drive and President of the Port Authority, appeared before the Council and stated that during the life of the project which is approximately 15 years the City will collect \$4.1 million in property taxes and pay out \$2.4 million in TIF, and the balance is going to the benefit of the City. The City will not put out more money than we put in, it is a pay-as-you go project. Taxes still accrue even if the project goes bankrupt or switches owners so the City will still collect property taxes. The Port Authority has been looking at this lot for 20 years and has always had the opinion that we were at great risk of the City experiencing a deteriorating tax base. Once that happens, it will continue. The Port Authority feels strongly this project will solidify the vitality of downtown for decades to come. He stated that the interest rates are such that this project works but is concerned if interest rates go up, the City may not get a project in this area. The Port Authority has been putting money into the downtown to keep it going but even that is not enough. Tax Increment Financing has

been around for 40 years in the State of Minnesota and was originally passed for just this type of project. Footprints on these properties are so small and downtown redevelopment is extremely difficult to get started. He reported the Port Authority has been looking at this revised project since March 2012. Projects have been done to infill lots. From an efficiency standpoint, we still have streets to maintain and from an overall standpoint infill of lots is important. The project fits into the concept of what the Port Authority is trying to do to keep the downtown viable. Too many cities have nearly all of the businesses gone from their downtown. The Port Authority has waited 20 years to do this project and the options given to Van Moody were available to other developers.

Council Member Schindle asked about selling the land for \$1. Bob Knutson responded this is not like the land on the hill and in order to make the project work, the land is sold for \$1. Council Member Freyberg referenced the talk about blighted property, but he does not see blighted property but a commercial lot. Mr. Knutson stated the Port Authority doesn't believe the property is blighted but hard to move. Council Member Steiner reported this property has been available for 20 years and this is a viable project. Council Member Schindle asked why we are certifying the TIF until 2037 when it can be paid off in 2028. Mr. Tschida reported the TIF Plan allows for certifying the TIF until 2037, however, the Port Authority can shorten the time of the district.

Council Member Freyberg read an email from Mr. Tschida, Interim Administrator Fischer and himself in an effort to clear up the confusion as to whether the TIF is for \$2.5 million or \$6.5 million with Mr. Tschida stating the following: "According to the assumptions that I used in estimating the TIF, the total potential increment for the Marigold project over the life of the TIF is \$6,566,817 or the \$6.5 million that Bob is referring to. This is the maximum amount of tax increment generated by the project that could be used to pay project expenses. It is also the amount that is referenced in the tax increment financing plan. Separate from the numbers used in the TIF plan are the developer negotiations and the development agreement, which have identified a need for \$2,475,000 in pay-as-you-go TIF assistance for the Marigold Phase 2 project or the \$2.5 million referred to. In order to pay for the outstanding bonds as well as the Marigold Phase 2 improvements, the city would be required to commit approximately \$4,150,000 in tax increment. The cash flow projection that I prepared shows that this can be done with taxes payable through 2028. By contrast, the Marigold TIF is permitted to exist through taxes payable until 2037. However, based on the current negotiations the district would have met all of its obligations by 2028 and would not be required to use any increment past that point. The confusion is understandable because the TIF plan looks at the potential increment that can be used for project activities; while the actual amount to be used for project activities is determined through further negotiations. Attached is a copy of the cash flow that I have been using to negotiate the terms of the development agreement. This is a working document and is not part of the TIF plan. It requires some explanation in order to understand how the bond repayment and pay-as-you-go TIF work in concert to finance past and future project activities." In response to Council Member Freyberg's statement that the TIF Plan could be renegotiated at some point in time without revisiting the Council for approval of the \$6.5 million amount, Mr. Tschida responded: "The simple answer to that question is yes. This is due to the fact that the City of North Mankato has an established port authority, which has statutory rights and responsibilities with regard to tax increment financing and the development process in general. Following is an excerpt from tax increment financing law speaking to this issue: **Minnesota Statute 469.175, subdivision 3(3)(c) states, "When the municipality and the authority are not the same, the municipality shall approve or disapprove the tax increment financing plan within 60 days of submission by the authority. When the municipality and the authority are not the same, the municipality may not amend or modify a tax increment financing plan except as proposed by the authority pursuant to subdivision 4. Once approved, the determination of the authority to undertake the project through the use of tax increment financing and the resolution of the governing body shall be conclusive of the findings therein and of the public need for the financing."** There are a number of checks in the system intended to guide the development process including Council representation on the Port Authority, local development policies and guidelines, other statutory limitations on how tax increment financing can be used and implementation of projects through development agreements. Finally, the Port Authority exists and operates at the discretion of the City

Council.” Mayor Dehen reported an agreement is in place with the developer for TIF which will reimburse qualified expenses for the Marigold Project in the amount of \$2.45 million.

The following individuals appeared before the Council:

Jim Whitlock, 332 Belgrade Avenue and President of Business on Belgrade

Mr. Whitlock reported in 2004 the Business on Belgrade Association was formed for the following reasons to create an atmosphere for business and identified three main points: 1) Density of population, 2) Ample parking and 3) Reducing the speed on Belgrade. He reported that with the flood control project in 1965, the downtown area lost numerous homes and businesses and two blocks of residential homes were lost and density of population. The Central Business District has been in economic decline and remained that way for 41 years. In November 2006 a ½ cent sales tax was voted in and part of these funds were earmarked for CBD redevelopment. This was the first step in revitalizing the Central Business District. He stated that 47 years after losing population, we have an opportunity to recapture population, which is vertical instead of horizontal. He stated the project is needed, fits and is the vision for beautiful lower North Mankato.

Barb Church, 102 E. Wheeler

Ms. Church stated that since the rehabilitation of Wheeler Avenue and the construction of Marigold 1, her three dogs refuse to drink the water. She stated her concern that the water lines were not being replaced along with this project. She also asked how much was paid for the preparation of the Marigold site up to the present time. She stated she is not in favor of putting a 108-unit apartment building on a 2-acre lot and referenced the project she did with balloons to show a large project on a small lot. She wants a firm number of how much taxes will go up if the project does not go through. Ms. Church also wanted to know what recourse the residents have if there is damage to their homes. She expressed her concern about the traffic on Belgrade and the increase in traffic this will cause on the Wall Street extension. Ms. Church reported she attended the Planning Commission meeting and said the Planning Commission seemed totally unprepared to deal with this project. She said the citizens of North Mankato are looking at the Port Authority and City Council to have the wisdom and courage to stop this project and fully evaluate the plan for this area stating their decision will affect this City for many years to come. The joint meeting where questions could be answered was never held and there are too many questions to go through with this project.

John Hurd, 732 Garfield Avenue

Mr. Hurd reported he is a general contractor and looks at building and his objection is based on what is already there, Marigold Building Phase 1. He asked why that building was put so close to the road and then cantilevered out, oriented away from the street when all the rest of the buildings are oriented toward the street. He stated it does not feel welcoming. When he asked the architect for one distinctive feature of the building, the architect could not come up with one. He asked who the watchdog is for these projects and stated his surprise that this whole concept about the size came up so late in the game.

Tom Hagen, 927 Lake Street

Mr. Hagen stated we have heard a lot about the positives of this project but no one has talked about the liabilities. He reported he was on the committee for the Mankato downtown revitalization 40 years ago and tried to convince Mankato not to go through with the plan of removing the old buildings. Many Mankato staff and residents regret the changes made in the Mankato downtown 40 years ago. He stated the greatest asset of North Mankato is its sense of place; we are Mayberry, not the Jetsons. He stated this is what draws the citizens, this sense of belonging. Mr. Hagen reported he was a co-chair of



the Renaissance Committee of E2020 and the Marigold Project is not what the urban village concept envisioned. He stated he has developed 4 properties and was recognized by the State with the Stewardship Award. He believes we can do a lot more with this property. The economy is now just beginning to turn and he feels something far more interesting and more suitable to North Mankato will come along. Mr. Hagen also stated he would be willing to pay slightly higher taxes to pay the bonds versus looking at an ugly 6-story building for the next 40 years. He stated that if the City works with the developer and comes up with a better plan, he is not against the development, just would like a better proposal.

Bess Tsaouse, 136 Mary Circle

Ms. Tsaouse stated many concerns have been raised but the main reason for the controversy is that there is no strategic plan in place. She asked what we want North Mankato to look like 20 years from now. When she asked about a strategic plan she was informed the zoning code is the plan. She stated that if the plan equals the code, the Marigold Project does not fit. Having a strategic plan in place would be helpful for new Administration and would provide a rationale for changes. The I & S downtown planning study is not intended to be a strategic plan, the purpose of the study is not to provide specific guidelines but to provide loose framework. She asked if the goal is to increase density is a large building the only way to achieve this goal. She reported that Chuck Malone who is based in Brainerd, speaks on how small towns can deal with many of the issues they are facing. She doesn't understand how the City can make decisions without a solid idea for the entire community. She stated that a pro-active strategic plan would give citizens an idea of what to expect in the future and asked the Council to deny approval of the Marigold project. She urged the Council to begin the process of creating a strategic plan as soon as possible.

Kim Spears, 916 South Avenue

Mr. Spears stated he feels we are being railroaded on this project. He reported he has been to the Planning Commission and the Port Authority Commission meetings and he has four points: 1) there is no bank financing in place, asked when we will receive the financing and if the City plans to proceed without it. He also referenced the tax increment financing given to Corey Brunton for the property at 422 Belgrade and asked when that project would be proceeding; 2) Mr. Moody asserts this project is not feasible without 6 stories but has the City reviewed it; 3) He has doubt that this project could fill up and asked if the City has seen the waiting list of 131 people. He referred to Northfield Crossing which is a commercial development and apartments that is mostly vacant and now owned by the bank. He stated that if the bank gets tired of paying the taxes, the city will own it. 4) Mr. Spears stated the request for the conditional use permit does not limit it to six stories. If the CUP is approved, he asked the Council to make one of the conditions that it is 6 stories and only 6 stories. The Planning Commission passed it on to City Council without recommendation and he is not in favor of throwing good money after bad.

Ted Collins, 846 Lyndale Street

Mr. Collins reported he has lived at this address for 8 years. He reported what is being offered by Mr. Moody is difficult because of the size, it could be a nice wholesome place or an eyesore; 6-stories seem to be out of context for the area, maybe better suited for upper North Mankato. He stated there is no good way for ingress or egress in the area because it is landlocked. Unless the building is constructed so that it works with the other buildings it may make the other buildings look bad.

Stacy Straka, City Center Partnership

Stacy Straka stated she was appearing before the Council on behalf of the Board of Governors for City Center Partnership. She reported the Marigold Project was vetted by the CCP Advocacy Committee to ensure it properly aligns with the City Center Renaissance Plan, the CCP Strategic Plan

and other points of consideration used by the committee. Their recommendation was submitted to the CCP Board of Governors on October 23, 2012. The Board of Governors voted to support the concept and scope of the Marigold Project as the Board believes: 1) This project will provide increased resiliency to the Belgrade area businesses through the increase in residential density; 2) Encouragement of higher density along the Belgrade corridor is appropriate since it is already an area of higher density; 3) The general massing and size of this project is not without precedent as there are some larger residential complexes that are within a few stories above or below the height of the Marigold Project; and 4) The project aligns with their organization's vision of maintaining a vibrant City Center in both North Mankato and Mankato.

Eric Harriman, 408-1/2 Wheeler Avenue

Eric Harriman stated complex housing stock is of critical importance to any urban environment and that this project is one piece of the puzzle. Mr. Harriman spoke of people who over the past 60 years have vacated downtowns which then lost their vibrancy. He asked the Council to look at the two largest population tracks: Baby boomers who have been trending back to urban environments because they want to downsize to apartments or condos and the millennials, those under 30, who have never had the economic security and cannot afford the suburban lifestyle. He stated they will leave the City to find the urban environment which is growing faster than suburban environments. He stated that as a resident of this community he is fully supportive of proactive growth, public incentives and supportive of this project and he asked the Council to support the Marigold Project.

Tom Rieff, 2059 Sundance Lane

Mr. Rieff stated part of the controversy of this project is "Not in My Backyard." He stated he is not opposed to the infill of this site. He asked if this project is something we need or just something to fill the empty lot. He asked what the economic advantage and social benefit to the City and whether people are just being shuffled around or are 200 new people coming to North Mankato. He asked the Council to deny the resolution modifying the TIF District until a satisfactory plan can be worked out with the neighborhood.

John Todtleben, 522 Lyndale Street

Mr. Todtleben found it interesting that many who commented do not live in the area. Being a resident of the area he stated his support of this project, the alternative of a vacant lot will help the value of his property. He doesn't believe the site is blighted but the peripheral area around lot is getting blighted. The neighborhood he moved into 13 years ago is going away. He is not opposed to change and the building may not look like the other buildings but the future is going to be different. Not all new buildings will look like the old downtown and a way should be found to have the building fit into the area. There is enough of a buffer and he believes the building will not be as intrusive as some may think. He stated he likes the building and would rather live near it than a vacant lot.

Phil Henry, 1300 Noretta Drive

Mr. Henry thanked Council Member Freyberg for bringing up the amount of \$6.5 million. He asked the Council to take more time to consider this project. He believes by approving this there is a possibility of greater debt to the City.

Dave Arnold, 1028 Oak Terrace and Port Authority Member

Mr. Arnold reported the Port Authority went to painstaking efforts to make sure there was no financial liability and no financial reason for the City of North Mankato not to do this project but a lot of reasons to do it; that when the tax increment financing is done, the taxes generated will have the positive effect of lowering everyone's taxes. He also addressed what was said about this being jammed

down our throats. He stated this is not a new project, the Port Authority and City has been talking about the Marigold site for 20 years. The Port Authority has gone to great effort to improve the look of downtown North Mankato. He asked residents to come over the bridge and see the enormous improvement reporting this just didn't happen and added that fixing up old buildings comes with its share of controversy also. Mr. Arnold stated he heard that some citizens want us to have the courage and wisdom to deny the project but he asked the Council to have the courage and wisdom to move this project forward for the greater good. Council Member Freyberg stated he did not find out about Marigold 2.5 until the Mayor requested a meeting. He requested a Joint Council/Port Authority Workshop and asked why this meeting was turned down. Mr. Arnold reported that virtually every project has the element that seems like its jammed down our throats because many developers don't want their project published before it is ready to go before the Port Authority and Council.

Derrick Zimmerman, 238 Belgrade Avenue

Mr. Zimmerman stated as a business owner on Belgrade, he echoed the supportive comments for the project and feels it would have a positive impact on lower North Mankato and North Mankato as a whole. He feels there are more reasons to support the project than not to support the project.

Vanyo Moody, 200 Belgrade

Vanyo Moody stated the City owes \$1.3 million for clearing this site. The Nicollet County Assessor's Office estimates that this project will have taxes annually of \$245,000. He reported that his project will repay the \$1.3 million bond and the balance of the tax increment financing is pay-as-you-go and once the tax increment financing is done the taxes will go to the City, ISD 77 and County. Two projects in Mankato are going up and have a large amount of land. He has worked 5 years and 8 months because he believes in North Mankato. He asked everyone to look at amenities of the project and to review the plans stating the project does fit in with Marigold Phase 1 and other businesses in the Central Business District.

Matt Atwood, Atwood Management

Mr. Atwood reported he has been entrusted with the Marigold Project and has heard a lot of numbers but one number we are forgetting is the 200 people that will make this property their residence, 200 people who want to be a resident of North Mankato. Mr. Atwood also stated that he is unable to release the waiting list because that is private information.

Ken Braun, Vice President of Doran Construction

Mr. Braun reported Doran Construction is the general contractor for the Marigold project. He reported they have been working with Mr. Moody on this project since the beginning of the year looking at different cost models and stated this type of urban infill project is being done all over the Twin Cities and Duluth. He spoke of construction disruption and stated this project is not going to be put on any pilings and will not have poundings and vibrations. He stated his company has built projects like this within 5' of another building without any damage to other structures or utilities. He also spoke of vehicular and pedestrian safety and reported it is their number one priority.

Bryan Paulsen, Paulsen Architects

Mr. Paulsen appeared before the Council to respond to questions about the architecture of the Marigold apartment building and stated the materials used were to lighten the frame. They looked at alternative materials, i.e. masonry, but concluded the efface product is the most compatible material and a good transition with the historic buildings on Belgrade Avenue.

Vanyo Moody, 200 Belgrade Avenue

Mr. Moody addressed the cost of the property being \$1. He reported the value of the property is basically the down payment to start the project.

With no one else appearing the Mayor closed the public hearing.

**Resolution Approving Tax Increment Financing District No. IDD 1-8 Modification (Marigold Redevelopment Project)**

Mayor Dehen read the resolution approving TIF District No. IDD 1-8 Modification (Marigold Redevelopment Project). **Council Member Steiner moved, seconded by Council Member Norland, to adopt the resolution approving Tax Increment Financing District No. IDD 1-8 Modification (Marigold Redevelopment Project).** Council Member Freyberg reported he is unable to support this project for numerous reasons and referenced the resolution speaking of blight, creating jobs and conforming to the general plan for development of the City. He stated there is not blight, no jobs are being created and the City does not have a plan for development of the City. He reported another reason he cannot support this project is that a letter of financing from the bank has not yet been received. He spoke to School Superintendent Sheri Allen regarding tax increment financing and what is going on with schools and referenced the law in California that made tax increment financing illegal because of the high cost. He stated that it was incredible that we are considering TIF for this project and that he has been a business owner for many years and has never taken any assistance to run his business.

Council Member Schindle stated he cannot support this project because of the length of TIF until 2037, selling the land for \$1, the project is not generating jobs and he does not know if the subcontractors and the materials will be local.

Council Member Steiner stated Mr. Moody has taken a lot of risk and has put a great deal of money in this project. He stated that he appreciates everyone's comments and concerns and that he lives across the street from an 8-story building. He believes that due diligence has been done and he thinks it is time to go forward with the project. Council Member Schindle asked if he had no problem with a \$6.5 million TIF.

Council Member Norland reported an agreement with the developer limits the amount of tax increment financing to \$2.45 million. Some discussion was held about previous Port Authority projects and their failure and success. Discussion was held regarding the request for information on the total cost of the Marigold property to date that has not yet been received from the Finance Director.

Mayor Dehen stated the length of district is set by statute and that is why it goes out to 2037. He stated this item could be tabled until we have a signed agreement with the developer and the financing letter from the bank is received. He stated he believes this redevelopment fulfills the but-for test requirements, that it wouldn't happen without tax increment financing and that we are saddled by decisions made by earlier councils.

Council Member Schindle reference the Community Development Fund that was created to hire a full-time employee. He asked for a print-out of where those funds are being expended and if part of that fund would be able to pay the debt on the \$1.3 million bond. He asked if the length of the TIF could be renegotiated. Mr. Tschida reported the Port Authority could review the TIF and recommend amending the document to modify the length of the TIF. Discussion was held to table this item until there is a date certain on the agreement with the developer and the letter of financing from the bank has been received. Attorney Kennedy reported a motion to table the item would take precedence over the

earlier motion. **Council Member Steiner moved, seconded by Council Member Norland to table the Resolution Approving Tax Increment Financing District No. IDD 1-8 Modification (Marigold Development Project). Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

**Schedule Joint Council/Port Authority Meeting**

Council Member Freyberg stated this project is really tying up City Council's time, we are not even close to finalizing the budget, no City Administrator hired, election tomorrow, may have new Councilors, unfortunate that this was brought forward and should have been put off until after the first of the year. The City Clerk was directed to set up Joint Council/Port Authority meeting in the evening within the next two weeks.

**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 8<sup>th</sup> Annual Great ArfWalk Festival.

**Open the Meeting to the Public for the First Time**

**Bess Tsaouse, 136 Marcy Circle**

Bess Tsaouse, 136 Mary Circle, appeared before the Council and asked what the amount of taxes the citizens would incur if the Marigold Project is not approved. Mayor Dehen reported this item would be brought to the next meeting.

**Consent Agenda**

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

- A. Res. No. 66-12 Declaring Costs to be Assessed for Municipal Charges – 1800 Timm Road.
- B. Res. No. 67-12 Declaring Costs to be Assessed for Municipal Charges – Fairbanks and Kodiak Drive.
- C. Res. No. 68-12 Approving Donations/Contributions.
- D. Parade Permit for St. Paul's Lutheran Church Family Fun Run, Saturday, November 17, 2012 from 10 a.m. to 11 a.m., Spring Lake Park, Sherman Street, Monroe Avenue, Garfield Avenue, Page Avenue and Wheeler Avenue.
- E. Audio and Large Group Permit for March of Dimes Annual Walk, Wheeler Park, April 28, 2013, from 12:30 p.m. to 5 p.m.
- F. Parade Permit for March of Dimes March for Babies, April 28, 2013 from 2 p.m. to 4 p.m.

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

**Staff Reports**

**City Planner**

**Minutes of October 29, 2012 Special Planning Commission Meeting**

The Council accepted the minutes of the October 29, 2012 Special Planning Commission meeting.

**CU-3-12 Conditional Use Permit Request to Construct Apartment Building at 400 Wall Street**

**Exceeding 3 Stories or 45 Feet in Height**

Planner Fischer presented a request from Vanyo Moody for a conditional use permit to construct an apartment building in the Central Business District which exceeds 3 stories or 45 feet in height. Some discussion was held regarding the height limit and the number of stories for this apartment building. **Council Member Steiner moved, seconded by Council Member Norland, to approve CU-3-12 Conditional Use Permit request to construct an apartment building at 400 Wall Street not to exceed 6 stories or 68 feet in height.** Council Member Schindle hopes future Councils look at setbacks in the Central Business District and expressed his concerns about allowing a 6-story building across the street from a residential area and is not in favor of the project for these reasons. Mayor Dehen reported one of the tasks for the new City Administrator is to create a Long-Term Strategic Plan. **Vote on the motion: Steiner, Norland and Dehen, aye; Schindle and Freyberg, nay. Motion carried.**

**Interim City Administrator****Approve 2013 Library Services and Bookmobile Services Contracts Between Nicollet County Library Board and City of North Mankato**

Interim Administrator Fischer presented the 2013 Library Services and Bookmobile Services Contracts between the Nicollet County Library Board and the City of North Mankato. He gave an overview of the funding for the library and bookmobile since 2008 reporting there are no changes in the library or bookmobile funding from the current 2012 funding of \$44,594 for the library and \$10,000 for the bookmobile. **Council Member Schindle moved, seconded by Council Member Norland, to approve the 2013 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.**

**Joint Powers Agreement between Governmental Units in the Mankato/North Mankato Urban and Urbanizing Area**

Interim Administrator Fischer reported that on March 27, 2012, the Mankato/North Mankato area was designated as an urbanized area of more than 50,000 people. Under Federal Law, all such urbanized areas must have a designated Metropolitan Planning Organization (MPO) and that the governance of any MPO is through a Joint Powers Agreement. The governmental units included for this urbanized area are the Cities of Mankato, North Mankato, Eagle Lake and Skyline, the Counties of Blue Earth and Nicollet and the Townships of Belgrade, Le Ray, Lime, Mankato and South Bend. As part of the Agreements, it is required to appoint a City Council Member to the Policy Board and a City staff member to the Technical Advisory Board. **Council Member Norland moved, seconded by Council Member Schindle, to approve the Joint Powers Agreement between Governmental Units in the Mankato/North Mankato Urban and Urbanizing Area. Vote on the Resolution: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

**Charitable Gambling Fund Distribution**

Interim Administrator Fischer presented recommendations for disbursement of the 10% charitable gambling funds for 2012. A total of \$15,000 is available for distribution. The following disbursements were recommended: Echo Food Shelf - \$1,000; YMCA Youth in Government - \$500; Lancers Band - \$500; Holiday Sharing Tree - \$500; LEEP - \$500; West, East, Loyola Graduation Parties - \$500; Boy Scouts of America Troop 29 - \$500; Girl Scouts of America - \$500; School District 77 student activities - \$500; Community Services Summer Parks Programs - \$500; STRIVE - \$2,000; YMCA Big Brother, Big Sister - \$500; Toys for Tots - \$500; South Central College Foundation - \$1,300; North Mankato Elementary P.T.O. - \$1,000; Dakota Meadows Middle School Public Achievement Program - \$500; Children's Museum of Southern Minnesota - \$1,000; Santa Anonymous -

\$500; MAGFA Softball - \$500; MNMYF Football - \$500; Mankato United Soccer - \$500; Mankato Area Lacrosse Program - \$500; for a total of \$14,800. **Council Member Norland moved, seconded by Council Member Steiner; to approve the disbursement of 10% charitable gambling funds as recommended. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen, aye; no nays. Motion carried.**

### **Caswell Park Fees for 2013**

Interim Administrator Fischer reported after reviewing and comparing Caswell Park fees to the City of Mankato's fee schedule for their softball fields, staff recommends increases for maintenance fees from \$35 per field, per day to \$40 per field, per day; striping and dragging fees from \$6 per field, per time to \$8 per field, per time; with all other fees remaining at the 2012 fee level for Caswell Park for 2013. Fees for the South Central College softball fields will remain at the 2012 level. It is recommended Diamond Dry increase from \$10 to \$11 for both Caswell Park and South Central College fields. Discussion was held regarding increasing the maintenance fees for Caswell Park to \$50 per field, per day. **Council Member Steiner moved, seconded by Council Member Schindle, to approve the Caswell Park Fees for 2013 as follows:**

Maintenance Fee	\$50.00 per field, per day
Striping Fee	\$8.00 per field, per time
Dragging Fee	\$8.00 per field, per time
Diamond Dry	\$11.00 per bag
Light Fee	\$20.00 per hour, per field
Deposit	\$100.00 per tournament
SCC Fields	
Maintenance Fee	\$20.00 per field for dragging and striping
Diamond Dry	\$11.00 per bag
Deposit	\$100.00 per tournament

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

### **City Clerk**

City Clerk Gehrke reported the polls will be open from 7 a.m. to 8 p.m. on Tuesday, November 6, 2012 for the General Election. The precinct finder may be found on the City's website at [www.northmankato.com](http://www.northmankato.com) and was published in the *Free Press* on Monday, November 5, 2012.

### **Finance Director**

Due to the absence of the Finance Director, no action was taken on the proposal for Professional Auditing Services. This item will be moved to the November 19, 2012 Council agenda for consideration.

### **City Engineer**

#### **Update of Projects**

City Engineer Malm reported the 14/41 roundabout will be opening later this week.

### **Report from Council Members**

**Council Member Norland**

Council Member Norland reported in doing research on higher density development, she found an excellent article from the National Multi Housing Council regarding myths and facts relating to higher density development. She will forward the article to the City Council. Council Member Norland noted that one of the findings reported that adjacent property values do not plummet when a high-density building is placed near residential housing.

**Council Member Schindle****Minutes of Traffic & Safety Committee Meeting of October 31, 2012**

Council Member Schindle reported the Traffic & Safety Committee met on October 31, 2012, to consider three items of business. The first item was a review of the striping of LorRay Drive between Eagle Ridge Lane and Timm Road that was previously reviewed in May 2012 with a request to review the plan again in the fall of 2012. He reported the City Engineer presented a striping plan which allows limited parking on this section of LorRay Drive. The Traffic & Safety Committee recommended the implementation of the alternate striping plan as presented by the City Engineer with review of the striping in the future as area development occurs. **Council Member Schindle moved, seconded by Council Member Steiner, to approve the implementation of the alternate striping plan as presented by the City Engineer with review of the striping in the future as area development occurs. Vote on the motion: Steiner, Norland, Schindle, Freyberg and Dehen; aye; no nays. Motion carried.**

The second item of business was a request for "STOP" signs at the intersection of Lake Street and Garfield Avenue. Staff reported a request was received from the resident at 705 Lake Street to add "STOP" signs at this intersection in an effort to slow traffic speeds. The resident indicated his concerns for heavy truck traffic and vehicle speeds on Lake Street. The Traffic & Safety Committee recommended the purchase of a second portable electronic speed display sign which could be used in this area as well as moved to other areas as needed. Interim Administrator Fischer reported the cost of a portable speed limit sign would be in the approximate amount of \$3,500. The purchase of the portable electronic speed display sign was referred to a future Council Budget Workshop.

The third item of business was a request from a resident at 413 Range Street for an electronic speed sign on Range Street, speed limit and "Slow Children at Play" signs in an alley and to formally name the alley as "Old Brickyard Alley." The Traffic & Safety Committee recommended denial of the requests.

**Council Member Freyberg**

Council Member Freyberg presented an update of the City Administrator hiring process. He reported that to date 32 applications have been received, the pre-screening process has started, reviewed 2/3 of the applications and he will be meeting with Bonnie Bennett on Friday at 1:30 p.m. to start the interview process. The Committee has heard from some potential candidates that they are waiting until after the election to apply.

**Report from Mayor**

Mayor Dehen reported the next "Coffee with the Council" will be held from 10-11 a.m. on Saturday, November 10, 2012 at Kwik Trip, 1740 Commerce Drive.

The Mayor encouraged everyone to vote on Tuesday, November 6, 2012 at the General Election.

The Mayor reported several events will be held on Veterans' Day, Sunday, November 11, 2012



beginning at 8:30 a.m. - Veterans' Memorial Place, 9 a.m. - Korean War Memorial, 10 a.m. - WWII Memorial, 11 a.m. - WWI Memorial and 12:10 - Vietnam War Memorial. An event based on the veterans' map will be held to help families at 1 p.m. beginning at the VFW.

The Mayor reported that he along with Mayor Coleman and Mayor Anderson will be hosting an event at the North Mankato Police Annex Community Room on Tuesday, November 13, 2012 to thank Legislators for Local Government Aid.

**Open the Meeting to the Public for the Second Time**Douglas Schaller, 55656 Hemlock Road

Mr. Schaller appeared before the Council and reported their Township Board will be voting on the MPO. He stated he owns property in the CBD in lower North Mankato and noted the City's zoning ordinance does not allow for apartments in the CBD, that this unit would fall in the R-3 zoning district, that apartments should not exceed 12 units and ground coverage should not be more than 50 percent of the lot, and the building should not exceed 3 stories. He stated that variances need to be considered for this project. The City Attorney and City Planner will review this matter.

Heather Milton, 244 W. Wheeler Avenue

Ms. Milton voiced concern about side yard setbacks for the Marigold Project and her concern that no overall long-term strategic plan is in place. She asked that the Council not look at City Code lightly when making decisions about this project.

Bess Tsaouse, 136 Mary Circle

Bess Tsaouse, 136 Mary Circle, appeared before the Council and asked if the City Code is available on the website. She further stated the city's website is very hard to navigate and suggested the City make the website easier to navigate and more transparent. Ms. Tsaouse asked if the Interview Committee for the City Administrator position could ask the applicants what type of experience they have in strategic planning. She suggested the Committee gather questions from the general public to be asked of the applicants during the interview process.

Barb Church, 102 E. Wheeler Avenue

Ms. Church again appeared before the Council and stated they made a wise decision to pause the Marigold Project until additional answers are received.

Vanyo Moody, 200 Belgrade

The speed limit sign installed at the entrance of Belgrade Avenue has been very effective at slowing down the traffic. Mr. Moody asked if the "Yield" sign at the exit of Highway 169 heading west onto Belgrade Avenue could be changed to a "STOP" sign since cars move very fast at this exit. Engineer Malm reported this is a free-right turn lane and under the jurisdiction of the State of Minnesota. Mr. Moody also asked if it was possible to get a crosswalk close to the bridge since it is a long distance between crosswalks. Engineer Malm reported that marked crosswalks at uncontrolled locations make pedestrians feel safe; however, the drivers ignore the crosswalks. His advice is to use only the crosswalks at the controlled locations. In response to a request from Van Moody to lower the speed to 25 mph on Belgrade, Engineer Malm reported signs are ineffective at slowing traffic down; vehicles go at a speed they feel are safe.

Mr. Moody stated there will be employees at the apartment building and it will generate sales tax from apartment residents because of the dollars spent at restaurants and other businesses.

**Bills and Appropriations**

**Council Member Steiner moved, seconded by Council Member Norland, to approve all bills and appropriations in the amounts of \$28,902.91 and \$677,911.73. 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 9:57 p.m.

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Mayor

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City Clerk

Pursuant to due call and notice thereof, a Council Workshop of the North Mankato City Council was held in the Council Chambers of the Municipal Building on November 13, 2012. Acting Mayor Steiner called the meeting to order at 6:09 p.m. The following were present for the meeting: Council Members Schindle, Freyberg, Steiner and Norland, Interim Administrator Fischer, Finance Director Thorne and City Clerk Gehrke. Mayor Dehen joined the meeting at 6:20 p.m.

### **Continuation of 2013 Budget and Five-Year Capital Improvement Plan, 2013-2017**

#### **A. Capital Improvement Plan – List of Equipment**

Finance Director Thorne presented the Capital Improvement Plan list of proposed equipment and capital improvements for bonding. She also presented an estimate of debt service requirements based upon the proposed list stating the annual levy requirements range from \$133,282 to \$145,756. She reported the HVAC is currently being installed using the savings in the Administration personnel budget for cash flow and can be included as part of the equipment certificates for a final funding source. The Finance Director also reported the City is committed to Nicollet County to share in the joint purchase of the chip spreader. The exterior doors and restrooms for the Municipal Building are capital facility improvements and will require capital improvement bonds for funding. Council Member Freyberg stated that rather than bonding for the HVAC we should pay for it in 2012. Since this would leave \$15,000 for replacement of the exterior doors and \$10,000 for remodel of the restrooms, the Council believes these two items can be completed with general operating funds and would eliminate the need for a G.O. Capital Improvement Bond.

The Council reviewed the list of equipment requested by the department heads and recommended the street sweeper in the amount of \$200,000 and the auto tie baler in the amount of \$75,000 be removed reducing the proposed equipment certificates from \$994,095 to \$719,095 which includes the 2012 and 2013 equipment purchases as follows:

Police vehicle equipment	\$ 7,500
Fire SCBA Air Packs	123,795
Civil Defense Sirens	20,000
Inspections 4WD Pickup	28,000
GPS-SPS Equipment & Software	30,000
Street 1T Truck w/Box	34,800
Chip Spreader (Jointly w/Nicollet County)	125,000
1T Trucks w/Box (2 – used)	40,000
Tractor Backhoe	100,000
Tractor	55,000
Mower	85,000
Bookmobile	70,000
TOTAL	\$719,095

#### **Recap of Debt Capacity**

Finance Director Thorne reviewed the Minnesota Statute as it relates to setting debt limits at 3.00 percent of the total assessment value in the City. She stated the City's debt margin as of December 31, 2011 is \$26,222,790 and reported the City's general obligation debt subject to the

limitation is \$2,488,000 or 9.49 percent of the limit. Council Member Freyberg referenced the December 31, 2011 Comprehensive Annual Financial Report (CAFR), page 202, which summarized debt by type and stated the G.O. Special Assessment Bonds in the amount of \$15,885,000 concerned him because of the \$3-4 million of deferred assessments. He also referenced the overlapping debt of the governmental units within the boundaries of the City.

### **Bond Refunding Feasibility Report**

Finance Director Thorne reported that she is working with Paul Donna of Northland Securities reviewing bonds that meet the test for refunding. She reported State law requires that for a bond to be refunded it must meet the test of a 3.0 percent or greater net present value benefit. Northland Securities has identified eight bonds that show a positive savings and meet the State test. She is recommending the refunding be done in conjunction with a debt service study as the study would show which bonds need to be restructured to match City revenue sources. Finance Director Thorne presented four cost proposals for a debt service study as follows:

Northland Securities, Inc.	\$4,500
Springsted, Inc.	\$4,500
Abdo, Eick & Meyers, Inc.	\$4,000 - \$5,000
Ehlers, Inc.	\$6,500

The Council requested the Debt Service Study be an agenda item for the November 19, 2012 Council meeting.

### **Enterprise Fund Rate Study**

Finance Director Thorne gave background information regarding the enterprise funds and presented the rate study for the water utility fund. Included in the rate study were assumptions for increase of new residential connections for the years 2013-2017 and an operating expenditure increase of 3.00 percent annually. Also incorporated into the rate study were the capital expenditures as listed in the Five-Year Capital Improvement Plan that will be funded by water revenue bonds. The Finance Director is recommending an increase of 5.50 percent which is the first increase since 2008.

### **Bookmobile**

Interim Administrator Fischer presented a letter from Blue Earth County notifying the City that effective December 31, 2012, the Blue Earth County Library System will no longer require the services of the bookmobile. Because of this change, Blue Earth County will not be budgeting \$10,000 for the bookmobile. The Interim Administrator presented a response from the Library Director regarding this reduction in bookmobile revenue which breaks down the proposed reduction to balance the bookmobile budget after elimination of the \$10,000. The Council discussed the need for the bookmobile for the rural elderly and daycare centers. The Mayor reported North Mankato had been supporting the Head Start Program in Blue Earth County but with this change, the service will be cut.

### **Regional Economic Development Alliance**

Mayor Dehen presented a draft worksheet of the cost to participate in the Regional Economic Development Alliance. He reported that Mankato's per resident cost is \$4.38 or

\$173,571 for 2013. The proposed share for North Mankato to participate in the Regional Economic Development Alliance is \$2.19 per resident or \$29,402.94 based on the most recent Demographer's population estimate of 13,426. The Mayor requested that approval of the Regional Economic Development Alliance be an agenda item for the November 19, 2012 Council meeting.

**Community Development Fund**

Council Member Schindle requested a print-out of the Community Development Fund so the Council may review the fund and possibly restructure the use of these dollars.

**Recap of Requested Items**

The Finance Director recapped the items requested by the Council:

- a) Debt service levy for potential street projects: 1) Belgrade Hill Project, 2) Cliff Court Project and 3) Belgrade Hill Project and Cliff Court Project combined.
- b) CIP Equipment Certificate Levy Impact.
- c) Effect on levy for joining GMG.
- d) Printout of Community Development Fund.

**Other Business**

Council Member Freyberg reported there is currently a pool of 36 candidates for the City Administrator position. Preliminary interviews will be held during the next two weeks.

There being no further business, the Council Workshop was adjourned at 7:45 p.m.

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Mayor

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City Clerk



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:	<u>Becky Brudwick</u>		
Address:	<u>42424 Kerns Dr</u>		
City:	<u>N. Mankato</u>	State:	<u>Mn</u> Zip: <u>56003</u>
Telephone:	<u>507-317-4412</u>		
Sponsoring Organization:	_____		
Address:	_____		
City:	_____	State:	_____ Zip: _____
Telephone:	_____		
Occasion for Parade:	<u>5K fun run "Gobble Wobble"</u>		
Date of Parade:	<u>11-22-12</u>	Estimated Length of Parade:	<u>70 runners</u>
Estimated Starting Time:	<u>8 am</u>	Estimated Finish Time:	<u>9:30 am</u>
General Composition of Parade:	<u>a group of families</u>		

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

11-14-12  
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

11-14-12  
Date

COMMENTS/ADDITIONAL STIPULATIONS:

[Learn how to map your run!](#) [View our Tutorial](#)[Close](#)

MN, MN

A run n

3.05 mi

**SAVE**

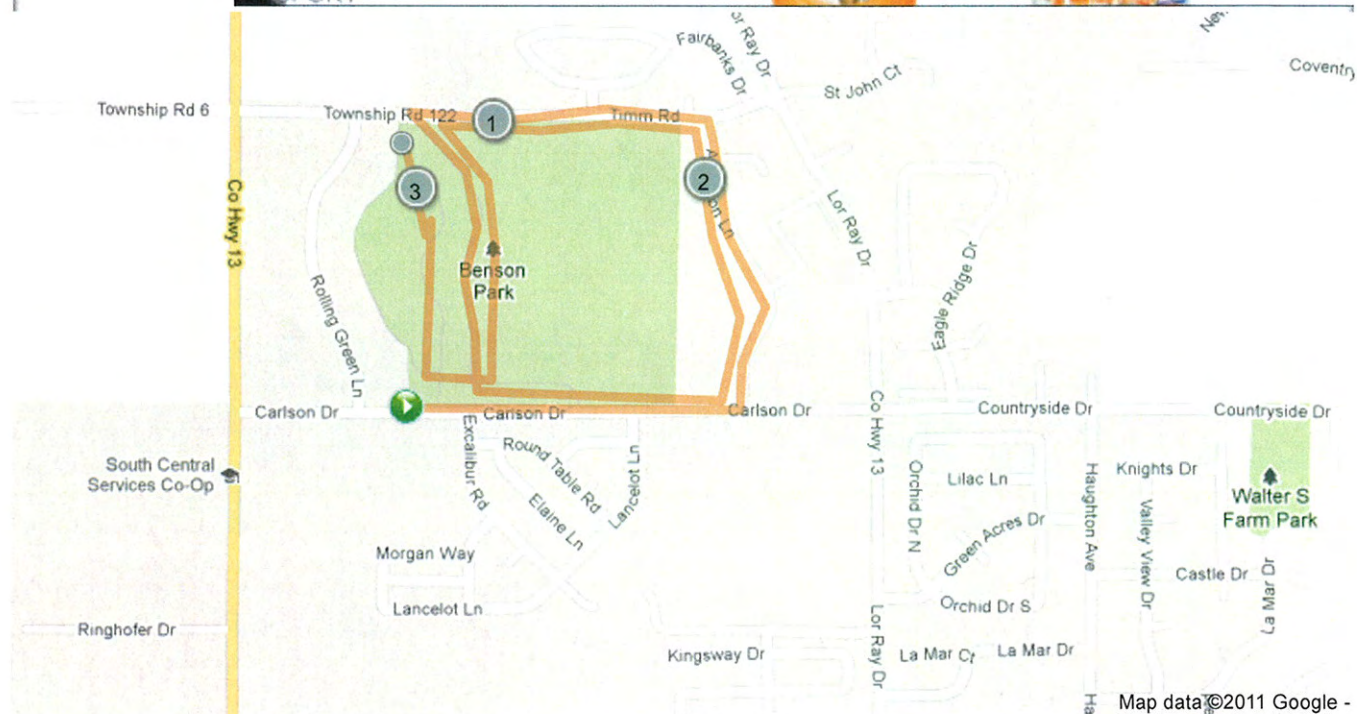
myTide tackles tough stains and odors.



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Tide and





# CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 99 -2012 SHELTER: Benson Park FEE: \_\_\_\_\_

TYPE OF EVENT: 5K walk/run DATE VALID: 11-22-12 HOURS: 8-9:30

ORGANIZATION: \_\_\_\_\_ SIZE: \_\_\_\_\_

APPLICANT NAME: Becky Brudwick

ADDRESS: 4242 Kerns 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: 11-15-12

PERMIT DENIED: \_\_\_\_\_

REFER TO COUNCIL: \_\_\_\_\_

Nancy Sahr  
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: Becky Brudwick  
Applicant

Date

For Office Use Only

Receipt # \_\_\_\_\_

Book \_\_\_\_\_

Park \_\_\_\_\_

Police \_\_\_\_\_



RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS

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

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

Donor of Gift	Restriction on Gift	Amount
Karie Brunk	Library	\$5.00
Craig Johnson	Library	\$28.00

Adopted by the City Council this 19th day of November 2012.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



CITY OF NORTH MANKATO

## Memorandum

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To: Mayor and City Council Members  
From: Clara Thorne, Finance Director  
Subject: New Cingular Wireless Lease for Water Tower Space  
Date: November 13, 2012  
Cc:

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The lease for water tower space with AT&T was up on August 31, 2012. Attached is a new lease between the City and New Cingular Wireless PCS (a division of AT&T). The lease is retroactive to September 1, 2012.

The City Attorney, Mike Kennedy, Duane Rader and I have worked on this agreement and feel it fits the requirements of the City. The current lease payment is \$644.84 per month. The new lease increases the monthly payment to \$1,300.00 (retroactive to September 1) and is increased effective January 1 of each successive year by four percent (4%). The lease is for a period of sixty (60) months and may be automatically extended for a total of two additional five year terms as mutually agreed upon by the City and New Cingular Wireless.

The tower lease receipts are recorded into the Parkland Fund to be used for the acquisition, development and improvement of any park land or recreational areas acquired by the city.



October 25, 2012

City of North Mankato  
Attn: Clara Thorne  
1001 Belgrade Avenue  
North Mankato, MN 56002-2055

Re: FA Number: 10138540  
Cell Site Name: ZRC - MANKATON  
Tower Boulevard, North Mankato, MN 56003 (Property)

Dear Ms. Thorne,

The enclosed documents are being provided to you in connection with the proposed AT&T Lease Amendment. Please call me at **858-964-7403** when you receive this package and I will guide you through the process of signing and notarizing the following:

1. **Site Lease Agreement** (three originals):
  - ☐ Complete the signature block with signatures and dates **in the presence of a Notary Public**; and
  - ☐ Only authorized signatories may sign on behalf of an entity.
2. **Memorandum of Lease** (three originals):
  - ☐ Do not date the first page of the Memorandum. This date will be inserted by New Cingular Wireless PCS, LLC when the documents are fully executed;
  - ☐ Complete the signature block with signatures and dates **in the presence of Notary Public**; and
  - ☐ Only authorized signatories may sign on behalf of an entity.
3. **Certificate of Authority – Municipality** (one original):
  - ☐ Complete the enclosed form per the instructions;
  - ☐ Because you are a municipality in the State of Minnesota, there are specific requirements set by statute as to which officer(s) and/or corporate officer(s) of your company are authorized to sign real estate documents. Please make sure these documents are signed by the appropriate officer(s) and/or corporate officer(s) according to your Corporation By-Laws and/or Corporate Resolution;
  - ☐ Attach a copy of your Corporation By-Laws and/or Corporate Resolution. This documentation must indicate that the person signing the enclosed Lease package has the authority to sign documentation on behalf of the City of North Mankato; and
  - ☐ Please include any and all amendments to any of the foregoing documents.

A return-addressed, pre-paid **Federal Express** envelope is included for your convenience (to locate the nearest drop-off, call **800.463.3339** or visit [www.fedex.com/dropoff](http://www.fedex.com/dropoff)). Should you require the services of a mobile **Notary Public**, call **888.838.1458** or visit [www.123notary.com](http://www.123notary.com) to arrange for this service.

Although we will be sending you a complete set of documents at the end of this transaction, you are free to make your own copies at this time if you wish. However, it is important that you return **all** of the original documents enclosed in this package.

Please make sure that all of these documents are signed, notarized, and returned to Md7 within the next **three days**. Once all documents relating to this transaction have been fully-executed, AT&T will provide you with a complete set of final transaction documents.

If you have any questions regarding the enclosed documents, please contact me, your Md7 Lease Consultant, at **858-964-7403** or by email at **shussion@md7.com**.

Sincerely,

A handwritten signature in black ink, appearing to read "S.H.", with a horizontal line extending from the end.

Shannon Hussion  
Lease Consultant

Enclosures

Cell Site No.: 136048  
Cell Site Name: MPLSMN3776  
Fixed Asset No. 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

## SITE LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of North Mankato, having a mailing address at 1001 Belgrade Avenue, P.O. Box 2055, North Mankato, MN 56002-2055 (hereinafter referred to as "LANDLORD") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "TENANT").

### RECITALS

WHEREAS, LANDLORD is the owner of the water tower and associated property located at 1525 Tower Boulevard, North Mankato, MN 56003 (the "Property"); and

WHEREAS, TENANT desires to lease space at the Property, for purpose of operation of a cellular communications facility including installation of an equipment shelter for TENANT's equipment and the use of LANDLORD's tower on which TENANT will attach cellular and microwave antennas;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties set forth herein, including good and valuable consideration, the receipt of which are hereby acknowledged, LANDLORD and TENANT hereby agree as follows:

1. **Leased Premises.** LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD space at the Property (the "Premises") required to house, place and fully contain cellular communications and microwave equipment and any associated antennas utilized in the operation of TENANT's cellular communication operations. The Premises should be depicted as on Exhibit B attached hereto and incorporated herein by this reference. TENANT's use and occupancy of the Premises shall be non-exclusive. Subsequent renters shall not cause interference with TENANT's equipment.

2. **Lease Term.** This Lease shall be for a period of sixty (60) months, commencing September 1, 2012 and ending exactly sixty (60) months later at 11:59 p.m. (the "Lease Period"). This Lease may be automatically extended for a total of two (2) additional five (5) year terms as mutually agreed upon by LANDLORD and TENANT. TENANT will provide the LANDLORD notice of its intention not to renew a minimum of one hundred and eighty (180) days prior to the expiration of the Lease.

3. **Rent.** Rent hereunder shall be at the rate of One Thousand Three Hundred and No/100 Dollars (\$1,300.00) per month. The rent shall be increased effective January 1 of each successive year by four percent (4%). TENANT shall pay each month's rent on or before the first of the month.

Cell Site No.: 136048  
Cell Site Name: MPLSMN3776  
Fixed Asset No. 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

4. **Utilities.** TENANT shall be responsible for the installation, maintenance and payment for electrical power for its equipment located on the Premises. At TENANT's expense, the electrical service for the equipment shall be separately metered during the term of this Lease. TENANT acknowledges that the Premises are in good repair and condition and agrees to maintain the Premises in good repair and condition during the term of this Lease and to return the Premises to LANDLORD upon termination of this Lease in the same condition they were in when TENANT took possession thereof, fair wear and tear accepted. LANDLORD shall in all other respects be responsible for maintaining the tower in good repair and condition.

5. **Ingress and Egress.** LANDLORD grants to TENANT, its agents, employees, contractors, and subcontractors the right of ingress and egress over and upon the Property to the extent reasonably convenient or necessary to permit installation, operation, maintenance, repair and removal of TENANT's equipment, including the right to run conduit and wiring to the Premises, the tower and the equipment building.

6. **Indemnification of LANDLORD by TENANT.** TENANT shall indemnify and hold harmless LANDLORD, (his/her/its/their) agents, employees, contractors, and subcontractors from any liability, causes of action, claims, demands, costs, expenses, and fees of every kind and nature by reason of injury to persons or property arising out of or incident to, directly or indirectly the negligence of TENANT of its officers, agents or employees independent contractors or invitees as a result of LESSE's use or occupation of the Premises or breach by TENANT of its obligation and covenants herein. Notwithstanding anything to the contrary in the Lease, the parties hereby confirm that the provisions of this Section 6 shall survive the termination or expiration of this Lease for any reason.

7. **Indemnification of TENANT by LANDLORD.** LANDLORD shall indemnify and hold harmless TENANT, its agents, employees, contractors, subcontractors, and invitees of and from any liability, causes of action, claims, demands, costs, expenses, and fees of every kind and nature by reason of any injury to person or damage to property arising out of or incident to, directly or indirectly, the negligence of LANDLORD or (his/her/its/their) employees, agents, contractors, subcontractors or invitees on the Premises, or the breach by LANDLORD of their covenants and obligations herein. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 7 shall survive the termination or expiration of this Lease for any reason.

8. **Insurance.** TENANT shall maintain commercial general liability insurance coverage in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), including LANDLORD as additional insured, insuring against injury to persons or property as a result of the negligence of TENANT, its agents, employees, contractors, subcontractors, or invitees in TENANT's use or occupation of the Premises. Notwithstanding anything to the contrary in this Lease, each party hereby waives any and all right of recovery which it might otherwise have against the other, the other's respective agents, employees, contractors, subcontractors, or invitees or their parent, subsidiaries, affiliates, directors or officers for any loss, injury, or damage to the extent the same is covered by the waiving party's insurance



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policies, notwithstanding that such loss, injury or damage may result from the negligence or fault of the other party, its parent, subsidiaries or affiliate or its directors, officers, agents, employees, independent contractors or invitees. Each party shall cause its respective insurance policies to be amended or shall procure an appropriate endorsement to provide that each party's insurer additionally waives all such rights or recovery and/or subrogation. In the event that either party fails to procure such waiver from their respective insurer, such party shall indemnify the other for any and all loss, cost, damage and liability arising out of such failure. Notwithstanding the foregoing, provided that TENANT maintains a minimum net worth of \$100 Million as a prerequisite to maintaining a self-insurance program, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section.

9. **Termination of Lease.** This Lease may be terminated, without any penalty or further liability, on thirty (30) days' notice as follows:

- a. By either party upon a default of any covenant or term hereof by the other which is not cured within sixty (60) days of receipt of written notice of default;
- b. By TENANT for any or no reason provided that TENANT pays six (6) months of the then current rent to LANDLORD;
- c. If the LANDLORD determines that the water tower is no longer operable; or
- d. If the TENANT fails to pay the agreed upon monthly rent.
- e. If the LANDLORD determines there has been damage to the water tower by TENANT. LANDLORD will provide TENANT notice and opportunity to cure prior to termination of lease.

Upon termination or expiration of this Lease for any reason, TENANT (or its assignees) may enter the Premises and remove TENANT's personal property and equipment with no further liability to LANDLORD other than as set forth above within sixty (60) days of the termination of the Lease.

10. **Destruction of Premises.** If the Premises or TENANT's improvements thereon are partially or totally destroyed or damaged, TENANT shall have the right, in addition to its other rights and remedies, to terminate this Lease as of the date of the damage or destruction by notice given to LANDLORD in writing not more than forty-five (45) days following the date of damage or destruction. In such event, all rights and obligations of the parties shall cease as of the date that TENANT removed all of its equipment (or any debris resulting from destruction of the equipment), and the monthly rental payments shall cease effective as of such date.

11. **Property Taxes.** In the event that any personal property taxes are assessed to LANDLORD and attributed to the equipment placed in the Premises by TENANT, or if any real property taxes are assessed to LANDLORD and attributed to improvements on the Premises by TENANT then TENANT shall pay the part of said taxes attributable to its equipment or improvements. LANDLORD shall be responsible for, and agree to pay, as they become due and payable and before assessments and governmental charges which may be lawfully levied upon or against the Premises or the Property.

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12. **Assignment and Subletting.** TENANT may, without the consent of LANDLORD, assign to this Lease or sublet the Premises to any person or entity with (a) an ownership interest in TENANT, any affiliate of such person or entity, (b) any person or entity that acquires TENANT's business, (c) any other party holding the permit for operation of a cellular transmission and communications system in the county in which the Property is located, or any affiliate thereof or (d) Mortgagees of as provided in Section 13 below.

13. **TENANT's Equipment.** LANDLORD acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on the Premises constitute personal property, not real property, and shall continue to be the personal property of TENANT, including without limitation, all telecommunication equipment, towers, shelters, switches, cables, wiring and associated equipment or personal property (collectively, the "Equipment"). The Equipment shall remain at all times the personal property of TENANT, and neither LANDLORD nor any person claiming by, through or under LANDLORD shall have any right, title or interest (including without limitation a security interest) in the Equipment. TENANT and TENANT's successors in interest shall have the right to remove the Equipment at any time during the terms of this Lease, including without limitation upon the expiration of the term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting LANDLORD's interest in the Premises, whether existing as of the date hereof or arising hereafter, LANDLORD and TENANT hereby agree, acknowledge and declare that the Equipment is now and shall at all times hereafter remain the personal and exclusive property of TENANT. The parties further acknowledge and agree that LANDLORD shall have no right or authority to grant a lien or security interest in or to any of the Equipment. Notwithstanding any other prohibition or limitation of TENANT's right to lease or assign its interest under this Lease, LANDLORD acknowledges and agrees that TENANT shall have the right to grant a security interest in its rights and interest under this Lease. LANDLORD further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by TENANT shall succeed to, and shall have the benefits of, all TENANT's rights, title and interest under this Lease. LANDLORD will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Equipment, the operations of TENANT or the rights of TENANT under this Agreement. LANDLORD will notify TENANT in writing prior to granting any third party the right to install and operate communications equipment on the Property. LANDLORD will not, nor will LANDLORD permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Equipment, the operations of TENANT or the rights of TENANT under this Agreement. LANDLORD will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from TENANT. In the event any such interference does not cease within the aforementioned cure period, LANDLORD shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Equipment.



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14. **Expansion of Permitted Use.** TENANT, its personnel, invitees, contractors, agents, subtenants and assigns may use the Premises for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) or antennas, or refurbish the Equipment thereon, or relocate the same within the Premises at any time during the term of the Lease, for any reason, so long as these changes do not exceed the structural capacity of the tower/structure at this height, or at TENANT's sole expense upgrade, modify and/or replace the Equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Prior to any expansion of use, beyond the existing premises and/or equipment, Tenant shall provide to LANDLORD in advance an updated diagram of Exhibit B and a list of equipment with specifications to be added, and shall obtain all necessary building permits.. Any access to the leased premises and equipment on the leased premises shall be controlled by the City. Except for an emergency, City shall receive a minimum of twenty four (24) hour notice by any party seeking access to the leased premises including the name of the party or parties who will be granted such access. TENANT may operate the Equipment at any frequency for which it has all requisite licenses and permits so long as these frequencies do not cause an interference issue with an existing lawfully installed and properly operated tenant on the tower/structure. LANDLORD shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If LANDLORD does not comply with the terms of this section, in addition to any other rights it may have at law, TENANT may terminate the Lease and shall have no further liability to LANDLORD. If LANDLORD does not comply with the terms of this section, TENANT will have the right to exercise any and all rights available to it under law and equity, including the right to cure LANDLORD's default and to deduct the costs of such cure from any monies due to LANDLORD from TENANT.

15. **Rental Stream Offer.** If at any time after the date of this Lease, LANDLORD receives and is considering a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Lease ("Rental Stream Offer"), LANDLORD shall immediately furnish TENANT with a copy of the Rental Stream Offer. TENANT shall have the right within sixty (60) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If TENANT chooses not to exercise this right of first refusal or fails to provide written notice to LANDLORD within the sixty (60) day period, LANDLORD may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of the Lease. If LANDLORD attempts to assign or transfer rent payments without complying with this section, the assignment or transfer shall be void. TENANT shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until LANDLORD complies with this section.

16. **Subordination.** This Lease shall not be subordinated to the lien of any ground lease, over lease, or mortgage or deed of trust affecting the Premises, or the Property.

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17. **Attornment.** In the event of a transfer of LANDLORD's interest in the Premises, or any proceedings brought for the termination or foreclosure of, or the exercise of the power of sale under any mortgage or deed of trust affecting the Premises, or any ground or underlying lease made by LANDLORD, then and in any of such events, TENANT shall attorn to and recognize the purchaser or the transferee of LANDLORD's interest as LANDLORD under this Lease for the balance then remaining of the Lease term or any extension thereof, providing said purchaser or transferee shall agree to accept such attornment and to undertake and be bound by all of the terms and conditions of this Lease.

18. **LANDLORD'S Representations.** LANDLORD covenants, warrants, and represents to TENANT and TENANT's successors and assigns that:

- a. LANDLORD is the owner of the Property.
- b. TENANT's contemplated use of the Premises is not prohibited by or in violation of any zoning or other municipal laws, ordinances, rules or regulations, or any restrictions contained in any deed, Lease, or other instrument relating to the Premises or Property;
- c. LANDLORD (if a corporation, limited partnership or general partnership) is duly established and organized in accordance with the laws of the state of organization of LANDLORD and is licensed to do business in the state in which the Property is located;
- d. TENANT may peacefully and quietly hold, occupy and enjoy the Premises, the Property, and the appurtenances thereto throughout the term of this Lease, without hindrance, interference, ejection or molestation by any person, and LANDLORD shall do all things necessary to defend such right of TENANT.
- e. LANDLORD has had no dealings with any broker or agent in connection with this Lease, and LANDLORD agrees to defend, indemnify and hold TENANT harmless from and against any and all costs, expense or liability for any damages (including attorney's fees and expenses), compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof, arising out of the conduct or conversations of LANDLORD, or third parties for whom LANDLORD may be legally responsible;
- f. All improvements on the Premises, including but not limited to equipment shelters, and/or the tower have been constructed and maintained in conformance with all applicable laws, rules, regulations, and ordinances of the Federal Communications Commission, Federal Aviation Administration, Occupational Safety and Health Administration, the State of Minnesota and any political subdivision thereof in which the Premises is located and the improvements presently meet and will in the future comply with all applicable federal and state health and safety regulations and notice requirements.
- g. To the best of LANDLORD's knowledge, that LANDLORD (insofar as the Premises is concerned) is not in violation of any applicable federal, state, county, or local law, ordinance, regulation, statute, consent decree or order or any other requirement of any governmental, regulatory or administrative agency relating to , which imposes

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liability for, or which establishes standards of conduct concerning, the preservation of environmentally sensitive areas or the manufacture, processing, generation, distribution, use, treatment, storage, discharge, emission, release, disposal, clean-up, transport or handling of pollutants, contaminants or hazardous or toxic wastes, substance or materials.

19. **Estoppel Letter.** LANDLORD agrees that, within thirty (30) days of TENANT's written request from time to time, LANDLORD will provide to TENANT, at no cost to TENANT, an estoppel letter certifying to the best of LANDLORD's knowledge, whether this Lease is in full force and effect, whether this Lease has been amended or modified, the amount of annual rent paid by TENANT and the date to which rents have been paid.

20. **Dispute Resolution.** Any disputes relating to or in connection with this Lease, or any of the provisions or obligations contained in this Lease, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association then pertaining. The decision of the arbitrators shall be binding and conclusive upon the parties hereto and shall be enforceable as an award of or decision of arbitrators shall be entered in the appropriate courts or courts in the State of Minnesota. The costs and expenses of arbitration including arbitrator's fees, shall be split evenly between the parties; provided, however, that each party shall bear all costs and expenses incurred in preparation and presentation of its case, including, but not limited to, its attorneys fees, unless otherwise provided herein.

21. **Notice and Payments.** All notices and payments required under the terms of this Lease shall be sent to the parties at the addresses set forth below:

TENANT: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # 136048  
Cell Site Name ZRC - Mankaton (MN); Fixed Asset No.: 10138538  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site # 136048  
Cell Site Name ZRC - Mankaton (MN); Fixed Asset No.: 10138538  
15 East Midland Avenue  
Paramus, NJ 07652

LANDLORD: City of North Mankato  
1001 Belgrade Avenue  
P.O. Box 2055

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North Mankato, MN 56002-2055

Any notice shall be deemed given and received five (5) days after deposit in the United States mail, certified or registered, return receipt requested, addressed to the foregoing address, or to such other address as a party may specify by written notice delivered as herein provided.

If TENANT changes its address or contact person such information must be provided to the LANDLORD within five (5) days of such a change. Failure to comply with this provision within thirty (30) days after notice of such failure to the addresses provided above, shall be considered cause for termination of the Lease.

22. **Recording.** At the request of either party, the parties shall execute a written memorandum of this Lease, which shall be recorded as appropriate under the recording laws of the county and state in which the Property is located. At the expiration or termination of this Lease, TENANT shall promptly execute a quit claim of any interest in the Property, in recordable form, and deliver the same to LANDLORD.

23. **Entire Agreement.** This Lease constitutes the entire agreement between the parties governing the matters addressed herein. This Lease shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof.

24. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. **Severability.** The invalidity of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

26. **No Waiver of Remedies.** Any failure by either LANDLORD or TENANT to enforce any of the provisions of this Lease upon any default, breach, or cause shall not be deemed a waiver of any of LANDLORD's or TENANT's rights or remedies with respect to any subsequent default, breach, or cause.

27. **Mutuality of Performance.** The covenants of TENANT, and their performance, shall be dependent upon the covenants of LANDLORD, and their performance, anything to the contrary in applicable law notwithstanding.

28. **Successors and Assigns.** This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon TENANT, its successors and assigns, and shall be binding upon LANDLORD, their successors and assigns.

29. **Exhibits.** Attached Exhibits A through D are hereby incorporated into this Site Lease Agreement.

Cell Site No.: 136048  
Cell Site Name: MPLSMN3776  
Fixed Asset No. 10138540  
Market: ND / SD / NE / MN / IA  
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IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

Name: City of North Mankato

By: \_\_\_\_\_

Name: Mark Dehen

Title: Mayor

By: \_\_\_\_\_

Name: Nancy Gehrke

Title: City Clerk

STATE OF MINNESOTA

COUNTY OF NICOLLET

On this 19th day of November, 2012, before me, Lynette R. Peterson, Notary Public, personally appeared Mark Dehen, and Nancy Gehrke, personally known to me to be the persons who executed the within instrument, and acknowledge that they executed it.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public, State of Minnesota

My Commission Expires: 1-31-2015

[SIGNATURES CONTINUE ON NEXT PAGE]

Cell Site No.: 136048  
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TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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EXHIBIT A:

OWNER'S DEED TO PROPERTY

NO. 54 Cont'd.  
Instrument 207.30 feet; thence South 18 degrees 34 minutes East, 103.00 feet thence  
Dated South 12 degrees 10 minutes East, 76.48 feet; thence South 28 degrees 00  
Filed minutes West, 182.85 feet to the North line of Marie Lane, a public Street  
Recorded in the City of North Mankato; thence South 67 degrees 51 minutes East,  
Consideration along the North line of said Street, 660.31 feet to the East line of the  
Witnesses West Half of the Southwest Quarter of said Section 11; thence North along  
Acknowledged said East line 1,347.16 feet to the North line of the Northwest Quarter,  
Southwest Quarter of said Section 11, said point being on the center line of Lee  
Boulevard, a public street in the City of North Mankato; thence South 89 degrees 21  
minutes West, along said North line, 713.02 feet to the point of beginning. Said  
above described tract containing 23.985 acres. All in the City of North Mankato,  
Nicollet County, Minnesota. Free from all incumbrances.  
\$50.60 Internal Revenue and State Deed Tax Stamps  
Affixed and Cancelled.

NO. 55.  
Instrument WARRANTY DEED: Minnesota Automotive, Inc. Profit  
Dated September 12, 1966 Sharing Trust, a trust under the laws  
Filed September 15, 1966 at 1:00 P.M. of the State of Minnesota  
Recorded Book "115" Deeds, pages 139-140  
Consideration \$1.00 TO  
Witnesses 2  
Acknowledged Yes City of North Mankato, a Municipal  
Corporation under the laws of the State  
of Minnesota

CONVEYS AND WARRANTS: Beginning at a point on the East line of the West One-Half of  
the Southwest Quarter of Section 11, Township 108 North, Range 27 West, 384.55 feet  
South of the Northeast corner of said West One-Half of the Southwest Quarter; thence  
West, 162.86 feet to the centerline of the 75 foot transmission line easement, in favor  
of Northern States Power Company; thence South 27 degrees 54 minutes West, along said  
easement centerline 332.54 feet; thence East, 321.74 feet to the East line of said  
West One-Half of the Southwest Quarter; thence North, along said East line, 300.00 feet  
to the point of beginning; said tract containing 1.67 acres. All of the above being  
in the City of North Mankato, Nicollet County, Minnesota. Free from all incumbrances,

Instrument except Easement in favor of Northern States Power Company for transmission  
Dated lines now in place. \$2.20 Internal Revenue and State Deed Tax Stamps  
Filed Affixed and Cancelled.  
Recorded  
Consideration  
Witnesses  
Acknowledged

NO. 56.  
Instrument EASEMENT: CITY OF NORTH MANKATO, A Municipal  
Dated September 9, 1966 Corporation  
Filed September 15, 1966 at 1:00 P.M. BY: Ray Eckes, Its Mayor  
Recorded Book "115" Deeds, pages 141-142 BY: Harley Witty, Its Clerk and  
Consideration --- corporate seal impressed  
Witnesses 2  
Acknowledged Yes TO  
Minnesota Automotive, Inc. Profit  
Sharing Trust

For greater particularity see copy of EASEMENT attached to this abstract and marked as  
Exhibit "B" the same being hereby referred to and made a part hereof as though fully  
incorporated herein.

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**EXHIBIT B:**

**SURVEY OR DIAGRAM OF PREMISES**



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**EXHIBIT C:**

**EQUIPMENT LIST WITH DESIGN SPEC'S**

**Cellular Equipment:**

RF Racks  
Common Equipment Racks  
Rectifier and Battery Plant  
Battery String  
Wall-Mounted Telco Backboard  
Channel Banks and Telco System Interface  
PC Based Voice Mail System

**Building and Equipment:**

10'x20' Prefabricated Telecommunications Shelter  
Work Bench  
Combination Step/Chair Unit  
Wall Mount Air/Heating Unit  
Fire and Intrusion Alarm System  
Fire Extinguisher  
Emergency Generator

**Outside Antenna Equipment:**

Cellular Antennas  
    Two BCD80010-omni  
    Four RWA-80016 -panel  
    Two RWA-80017-3-panel

**Systems Spares as appropriate.**

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TENANT may update this list from time to time

Cell Site No.: 136048  
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**EXHIBIT D:**

1. Additional Agreements. The following are additional mutual promises and covenants of the parties.
  - a. All tack-welded antenna mounts to the tower tank by the TENANT shall be positioned so as not to obstruct the existing access hatch or catwalk.
  - b. Any equipment attached to the tower legs by the TENANT shall be mounted with an approved band. Any equipment mounted by the TENANT not located on any tower leg shall be welded or bolted to approved cross members.
  - c. After any welded connection by the TENANT, the TENANT shall recoat the exterior and interior of the tower to its original condition. Such action shall be coordinated with the LANDLORD'S Water Superintendant.
  - d. All horizontal cable located from the shelter to the water tower shall be encased in metal conduit.
  - e. Any landscaping efforts by TENANT during installation of any equipment shall be approved by the LANDLORD.
  - f. The TENANT shall maintain its equipment in such a manner as not to interfere with the operation of the water tower or its controls.
  - g. Any increased maintenance cost to the LANDLORD as a result of the TENANT's equipment shall be the responsibility of the TENANT.
  - h. The TENANT shall within seventy-two (72) hours of notice, remove any graffiti from the TENANT's equipment.

**PARCEL #:** 18.011.2305

SPACE ABOVE FOR RECORDER'S USE

**THIS DOCUMENT WAS DRAFTED BY:**

Md7, LLC  
10590 W. Ocean Air Drive, Suite 300  
San Diego, CA 92130

**WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004  
Attn: Network Real Estate Administration

Re: Cell Site #: 136048  
Cell Site Name: ZRC - MANKATON (MN)  
Fixed Asset Number: 10138540  
State: MN  
County: Nicollet

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between City of North Mankato, having a mailing address at 1001 Belgrade Avenue, P.O. Box 2055, North Mankato, MN 56002-2055 (hereinafter referred to as "**LANDLORD**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004; with a copy to 15 East Midland Avenue, Paramus, NJ 07652 (hereinafter referred to as "**TENANT**").

1. LANDLORD and TENANT entered into a certain Site Lease Agreement dated \_\_\_\_\_, 201\_\_ (hereinafter, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at LANDLORD's real property located in the City of North

Mankato, County of Nicollet, commonly known as Tower Boulevard. All of the foregoing are set forth in the Lease.

2. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on September 1, 2012, with two (2) successive five (5) year options to renew.
3. The portion of the land being leased to TENANT (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:  
City of North Mankato

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Mark Dehen

Print Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 11/19/12

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Nancy Gehrke

Title: City Clerk

Date: 11/19/12

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF NICOLLET )

DATED: 11/19/12

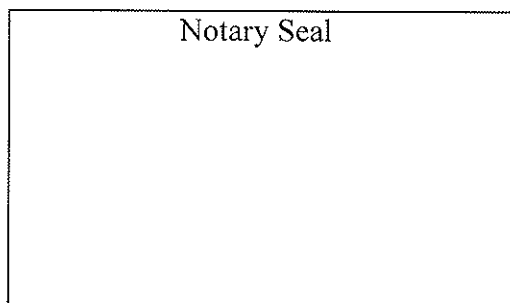
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Minnesota  
My appointment expires: 1-31-2015

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it  
as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New  
Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of \_\_\_\_\_

My appointment expires: \_\_\_\_\_

## **Exhibit 1 to Memorandum of Lease**

### **Legal Description**

Street Address: Tower Boulevard, North Mankato, MN 56003

Parcel #: 18.011.2305

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Beginning at a point on the East line of the West One-Half of the Southwest Quarter of Section 11, Township 108 North, Range 27 West, 384.55 feet South of the Northeast corner of said West One-Half of the Southwest Quarter; thence West, 162.86 feet to the centerline of the 75 foot transmission line easement, in favor of Northern States Power Company, thence South 27 degrees 54 minutes West, along said easement centerline 339.54 feet; thence East, 321.74 feet to the East line of said West One-Half of the Southwest Quarter; thence North, along said East line, 300.00 feet to the point of beginning; said tract containing 1.67 acres.



Minutes  
of the  
NORTH MANKATO PLANNING COMMISSION MEETING  
North Mankato, Minnesota  
November 8, 2012

A regular meeting of the North Mankato Planning Commission was held at 7 p.m., November 8, 2012, in the Council Chambers of the Municipal Building.

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

A motion was made by Commissioner Haman, seconded by Commissioner Smith, to approve the minutes of the October 29, 2012 special meeting of the Planning Commission. Vote on the motion: all ayes, 0 nays; motion carried.

**Preliminary and Final Plat of Rolling Green Addition No. 3**

Planner Fischer presented a request from Scott and Marsha Madigan and the Rist family to replat Outlot A, RASM Rolling Green Addition. The proposed request would create a 2.5-acre lot to accommodate the development of a future child care facility and Outlot A would be reserved for future office or residential development. Marsha Madigan indicated she is working on the design of the building and also stated she constructed and operated the former Peter Plan Child Care facility in North Mankato. There being no further discussion on the request, it was moved by Commissioner Stoffel, seconded by Commissioner Meyer to approve the preliminary and final plat of Rolling Green Addition No. 3. Vote on the motion: all ayes, 0 nays; motion carried.

**Z-2-12, Request to Rezone Lot 13, Block 5, North Ridge Estates from R-1, One-Family Dwelling to R-2, One- and Two-Family Dwelling**

Planner Fischer presented a request from Gary and Carolyn Hopfenspirger to rezone their property addressed as 2228/2230 Dream Drive West from R-1 to R-2. Staff indicated a two-family dwelling was constructed on the property when the property was zoned R-2 and a down zoning of the area in 2005 has created a non-conforming use. Attorney Kennedy summarized the down zoning efforts which occurred City-wide in 2005 and the effect of spot zoning. He suggested that the City may wish to develop a policy where rezoning requests could be considered when existing buildings which were designed, built and used as two-family dwellings be allowed to continue. There was considerable discussion regarding past and expected rezoning requests, rental licensing, spot zoning and the issues non-conforming uses present when refinancing and sales occur. After discussion regarding the development of a policy to address certain non-conforming uses, it was moved by Commissioner Smith, seconded by Commissioner Stoffel to approve Z-2-12 and direct staff to draft a policy to address certain non-conforming uses. Vote on the motion: all ayes, 0 nays; motion carried.

There being no further business, it was moved by Commissioner Haman, seconded by Commissioner Meyer, to adjourn. Vote on the motion: all ayes, 0 nays; motion carried. The meeting was adjourned at 7:35 p.m.

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Chair

---

Secretary

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 11B	Department: City Planner	Council Meeting Date: 11/19/2012																																																				
<b>TITLE OF ISSUE:</b> Preliminary and Final Plat of Rolling Green Addition No. 3, a replat of Outlot A, RASM Rolling Green Addition. A request from Scott and Marsha Madigan and the Rist family.																																																						
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> To accommodate future construction of a daycare center, the applicants are proposing to create a 2.5-acre lot located at the intersection of Rolling Green Lane and Timm Road. The platting request is within RASM Rolling Green Addition, an area zoned Office/Residential where daycare centers are permitted uses.																																																						
<i>If additional space is required, attach a separate sheet</i>																																																						
<b>REQUESTED COUNCIL ACTION:</b> Approve preliminary and final plat																																																						
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Schindle</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Schindle	_____	_____	Freyberg	_____	_____	Steiner	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="vertical-align: top;">Other (specify)</td> <td colspan="3" style="vertical-align: top;">Preliminary and final plat</td> </tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> </table>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)		Preliminary and final plat			_____					_____					_____					_____				
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PRELIMINARY AND FINAL PLAT  
OF ROLLING GREEN ADDITION NO. 3

OUTLOT A, RASM ROLLING GREEN ADDITION

A REQUEST FROM SCOTT AND MARSHA MADIGAN/RIST FAMILY

## THE CITY OF NORTH MANKATO

SUBJECT: Preliminary and Final Plat of Rolling Green Addition No. 3

APPLICANT: Scott and Marsha Madigan/Rist Family

LOCATION: Outlot A, RASM Rolling Green Addition

EXISTING ZONING: OR-1, Office Residential

DATE OF HEARING: November 8, 2012

DATE OF REPORT: November 1, 2012

REPORTED BY: Michael Fischer, City Planner

### APPLICATION SUBMITTED

Request to replat Outlot A, RASM Rolling Green Addition.

### COMMENT

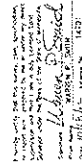
The applicants are requesting to replat Outlot A, RASM Rolling Green Addition to create a 2.5-acre lot to accommodate the future construction of a daycare center. As proposed, the applicants would purchase Lot 1, Block 1, Rolling Green Addition No. 3 as shown on Exhibit A. The balance of Outlot A could potentially be replatted as shown on Exhibit B to accommodate future development. The zoning of the property is OR-1, Office Residential, which permits offices, residential uses and daycare centers. Subject to the approval of Rolling Green Addition No. 3, the applicants would begin construction in the spring of 2013.

### RECOMMENDATION

Staff recommends approval of the preliminary and final plat of Rolling Green Addition No. 3.



CITY OF NORTH MANKATO  
NICOLLET COUNTY, MINNESOTA



PRELIMINARY PLAT

**ROLLING OUT OF A RISM ROLLING MACHINE**

FOR VOUCHER CONVERSION: 01-01-2005  
 SOURCE: "100" DATE: 02, 2012 FILE: 00000000000000000000

W. J. Lester, Jr., 1947  
P. O. Box 3006  
Washington, D. C.  
(4444, 4445) - 347-1522

EXHIBIT B

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 11C	Department: City Planner	Council Meeting Date: 11/19/2012																																																									
<b>TITLE OF ISSUE:</b> Z-2-12, a Request to rezone Lot 13, Block 5, North Ridge Estates from R-1, One-Family Dwelling to R-2, One and Two-Family Dwelling. A request from Gary and Carolyn Hopfenspirger at 2228/2230 Dream Drive West																																																											
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> The request is to rezone a two-family dwelling property from R-1 to R-2 to allow the sale of each individual unit. Records indicate the dwelling was constructed as a two-family dwelling and at that time the property was zoned R-2. A city-wide down zoning in 2005 has created a non-conforming use for the applicants.																																																											
<i>If additional space is required, attach a separate sheet</i>																																																											
<b>REQUESTED COUNCIL ACTION:</b> Approve Z-2-12 and adopt ordinance																																																											
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td>Norland</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td>Schindle</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td>Freyberg</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td>Steiner</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td>Dehen</td> <td></td> <td></td> </tr> </table>	Vote Record:	Aye	Nay							_____	_____			Norland				_____	_____			Schindle				_____	_____			Freyberg				_____	_____			Steiner				_____	_____			Dehen			<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Z-2-12</u> _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Z-2-12

2228/2230 DREAM DRIVE WEST

A REQUEST FROM GARY AND CAROLYN HOPFENSPIRGER

## THE CITY OF NORTH MANKATO

SUBJECT: Z-2-12

APPLICANT: Gary and Carolyn Hopfenspirger

LOCATION: 2228/2230 Dream Drive West

EXISTING ZONING: R-1, One-Family Dwelling

DATE OF HEARING: November 8, 2012

DATE OF REPORT: November 1, 2012

REPORTED BY: Michael Fischer, City Planner

### APPLICATION SUBMITTED

Request to rezone 2228/2230 Dream Drive West from R-1, One-Family Dwelling to R-2, One- and Two-Family Dwelling.

### COMMENT

The applicants own a two-family home addressed as 2228/2230 Dream Drive West. The home was constructed in 1982 at a time the property was zoned R-2, One- and Two-Family Dwelling. In response to the conversion of single-family dwellings into two-family dwellings and to provide consistent zoning based on the types of housing in neighborhoods, in 2005 the City Council down-zoned many areas of the City from R-2 to R-1. As the applicants are proposing to replat their property in a manner where they can sell each of their two-housing units individually, the current R-1 does not permit such a process. Therefore, the applicants are requesting a zoning change from R-1 to R-2. As shown on the exhibit, all of the area is currently zoned R-1 due to the large presence of single-family homes. While the rezoning of this property would be considered "spot zoning" which is generally a poor planning practice, there are no other options to permit the individual sale of each housing unit. Should the rezoning be approved, the applicants would submit a replat of the property in the future.

### RECOMMENDATION

While staff does not promote "spot zoning" and is concerned regarding the precedent the rezoning may set, it is the only option available based on the presence of a two-family dwelling in an R-1 zoning district.

Oct. 22<sup>nd</sup>, 2012

To: Mike Fisher and North Markato  
City Council members,

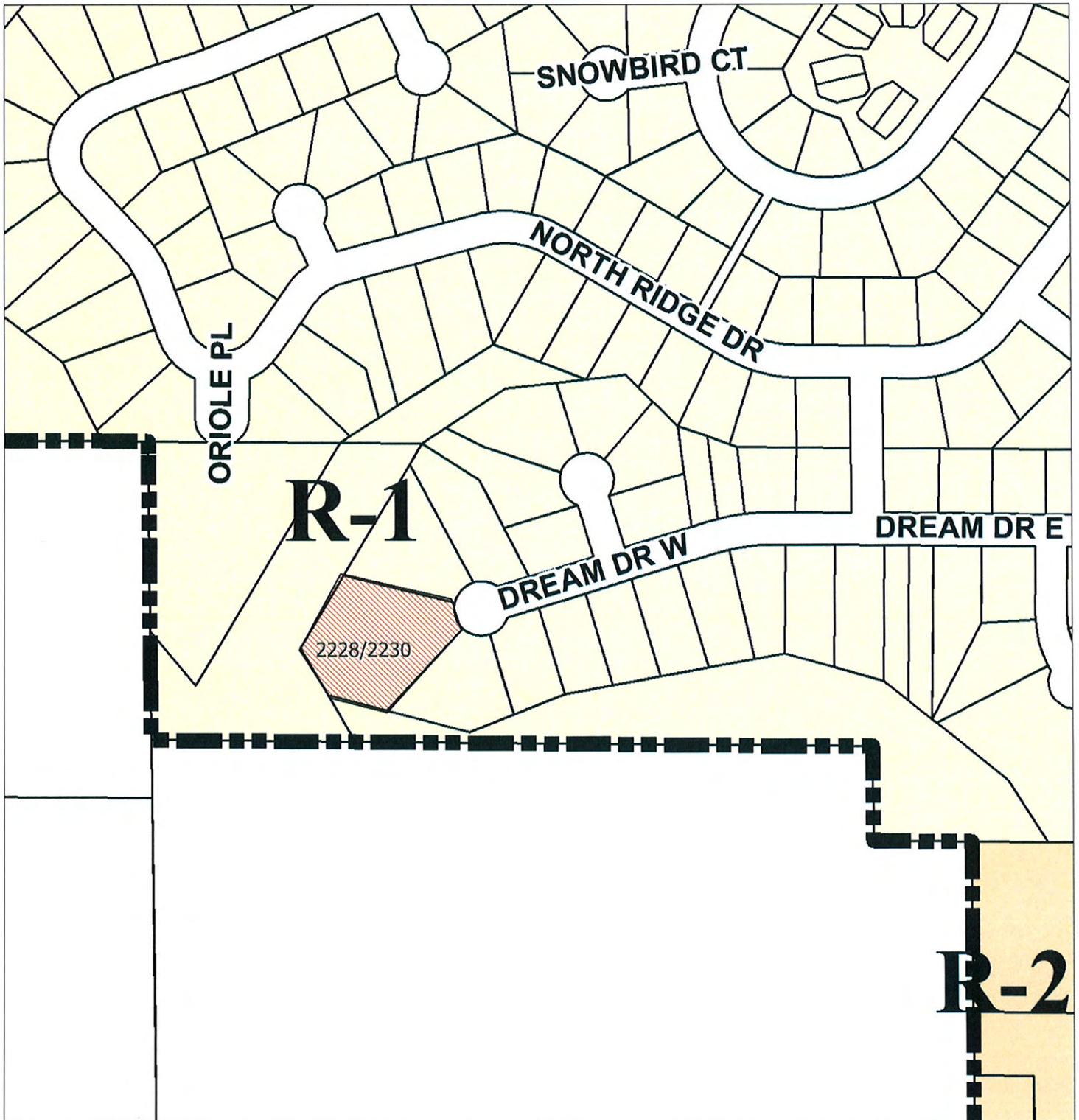
We would like to request re-zoning our  
property at 2225 - 2230 West Ocean Drive from  
R-1 to R-2.

We would also like to request permission  
to replot this property to make it two single  
family homes. (Two homes)

We are trying to sell this property and have  
discovered that we will need to have these  
things changed in order to facilitate a sale.  
We built the home in 1983 as a duplex. The lot  
was zoned R-2 at that time.

Thank you,

Larry E. Hoffenspinger  
Carolyn A. Hoffenspinger



0 250 Feet



© Bolton & Menk, Inc - Web GIS



Z-2-12

Figure X.X



CITY OF NORTH MANKATO

October 25, 2012

Dear Resident:

The City of North Mankato has received a request from Gary and Carolyn Hopfenspirger to rezone the property they own at 2228/2230 Dream Drive West from R-1, One-Family Dwelling to R-2, One- and Two-Family Dwelling.

This request will be considered by the North Mankato Planning Commission on November 8, 2012 and by the City Council on November 19, 2012. 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 request. You may either send written comments by November 8, 2012 or appear at either or both meetings.

Sincerely,

THE CITY OF NORTH MANKATO

Michael Fischer  
City Planner

MF:ng

Gregory R Kutcher  
2233 Dream Drive W  
North Mankato, MN 56003

Daniel P & Karen D Anderson  
2247 North Ridge Drive  
North Mankato, MN 56003

Joel E Gordon &  
Gay Rasmussen Gordon  
18 Carefree Court  
North Mankato, MN 56003

Michael S & Pamela J Krahmer  
26 Carefree Court  
North Mankato, MN 56003

Richard L & Donita K Clifton  
2212 Dream Drive W  
North Mankato, MN 56003

Douglas J & Pamela J Demarce  
11 Oriole Place  
North Mankato, MN 56003

Larry L Wiederich  
2239 North Ridge Drive  
North Mankato, MN 56003

Randall S & Theresa A Mees  
2243 North Ridge Drive  
North Mankato, MN 56003

Douglas S & Ann B Vose  
2220 Dream Drive W  
North Mankato, MN 56003

David J & Cheryl K Carlson  
2225 Dream Drive W  
North Mankato, MN 56003

Kurt R & Elizabeth M Schroeder  
2221 Dream Drive W  
North Mankato, MN 56003

John B & Kristin R Hemstock  
22 Carefree Court  
North Mankato, MN 56003

David S Pinske  
2216 Dream Drive W  
North Mankato, MN 56003

Charles L LaGow  
P.O. Box 1000  
Mankato, MN 56002

David J & Tanya R Norris  
14 Carefree Court  
North Mankato, MN 56003

Jason L & Sarah E Collins  
2229 Dream Drive W  
North Mankato, MN 56003

Joyce A Tschohl  
2217 Dream Drive W  
North Mankato, MN 56003

Paul A & Gail E Lindfors  
2224 Dream Drive W  
North Mankato, MN 56003

Application for  
REZONING

Pursuant to Chapter 156 of the North Mankato City Code, application is hereby made to amend the City of North Mankato Zoning Map as described herein.

LEGAL DESCRIPTION OF PROPERTY:

Lot # 13 Block # 5  
 Subdivision North Ridge Estates Address 2228/2230 Dream Drive West

APPLICANT:

Name Gary & Carolyn Hopfenspirger Address 721 Grayhawk Circle Phone \_\_\_\_\_  
Mankato, MN 56001

PROPERTY OWNER (If Other Than Applicant):

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

CURRENT ZONING: R-1 CURRENT USE OF PROPERTY: Two-Family Dwelling

PROPOSED ZONING: R-2

REASON ZONING CHANGE NEEDED: Permit individual sale of a two-family dwelling

REQUEST PREVIOUSLY CONSIDERED? Yes \_\_\_\_\_ No X If Yes, date \_\_\_\_\_

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 # 18 @ \$ 2.00 = \$ 36.00

Total Fee \$ 371.00 Receipt # \_\_\_\_\_

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

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_



ORDINANCE NO. 46, FOURTH SERIES

AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA,  
AMENDING NORTH MANKATO CITY CODE, CHAPTER 156, ENTITLED "ZONING CODE", BY  
CHANGING THE ZONING DISTRICT MAP AND, BY ADOPTING BY REFERENCE NORTH MANKATO  
CITY CODE, CHAPTER 10 AND SECTION 10.99 WHICH,  
AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, ORDAINS:

Section 1. North Mankato City Code, Section 156.021, entitled "Zoning District Map", is hereby amended by changing the zoning as follows:

- A. To rezone 2228/2230 Dream Drive West from R-1, One-Family Dwelling to R-2, One- and Two-Family Dwelling.

Section 2. North Mankato City Code, Chapter 10, entitled "General Provisions" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing and attestation, this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the Council this 19<sup>th</sup> day of November 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 12A	Department: Int. City Admin.	Council Meeting Date: 11/19/2012																											
<b>TITLE OF ISSUE: Proposal For Professional Auditing Services</b>																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> As a result of the request for proposals for professional auditing services (RFP) issued August 21, 2012, the City received a total of six proposals. City staff has made their evaluation of the proposals. Attached is a summary of the proposals and staff's recommendation to council.																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION: Consider resolution awarding contract for professional auditing services.</b>																													
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Schindle</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Schindle	_____	_____	Freyberg	_____	_____	Steiner	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Proposals for Professional Auditing Services</u> _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/> Workshop  <input checked="" type="checkbox"/> Regular Meeting  <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																												



## Memorandum

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To: Honorable Mayor and City Council  
From: Clara Thorne, Finance Director  
Subject: Proposals for Professional Auditing Services  
Date: November 1, 2012  
Cc:

---

The City issued a Request for Professional Auditing Services (RFP) on August 21, 2012. As a result, the City received a total of six proposals. Staff evaluated the proposals according to mandatory elements and technical quality as set forth in the RFP and has ranked the six firms as listed below:

<u>Firm</u>	<u>PV</u>	<u>Avg Hrly Rate</u>
Abdo, Eick & Meyers	\$ 88,408	\$ 97
Clifton, Larson, Allen	\$ 94,411	\$ 119
Kerne, DeWenter, Viere	\$ 100,763	\$ 122
Malloy, Montague, Karnowski, Radosevich & Co.	\$ 101,948	\$ 136
Smith, Schafer & Associates	\$ 79,414	\$ 100
Schlenner, Wenner & Co.	\$ 91,867	\$ 133

PV = Net present value; discount rate of 3.0%

Attached is a more detailed analysis of the six firms. Copies of the proposals are available in the Administration Offices.

- |                          |  |                                   |                              |                     |
|--------------------------|--|-----------------------------------|------------------------------|---------------------|
| Abdo, Eick & Meyers, LLP | Malloy, Montague, Karnowski, Radosевич Co., P.A. | Smith, Schafer & Associates, Ltd. | Kern, DeWentler, Viere, Ltd. | Clifton, Allen, LLP |
| Appendix A               | Appendix D                                       | Appendix A                        | Appendix A                   | Appendix A          |
| Appendix B               | Appendix E                                       | Appendix B                        | Appendix C                   | Separate            |
|                          |  | p. 10                             | p. 13                        |                     |

- The audit firm is independent and licensed to practice in Minnesota.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City of North Mankato.
- The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

**a) Expertise and Experience**

- 1) The firm's past experience and performance on comparable government engagements.
- 2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

- b) Audit Approach**

- |     |     |     |     |
|-----|-----|-----|-----|
| Yes | Yes | Yes | Yes |
| Yes | Yes | Yes | Yes |

Total All-inclusive Price for Audit Services for 2012	Total All-inclusive Price for Audit Services for 2013	Total All-inclusive Price for Audit Services for 2014

Total All-inclusive Price for Audit Services for 2012	\$	30,500	\$	35,650	\$	31,115	\$	27,275	\$	34,275	\$	33,075
Total All-inclusive Price for Audit Services for 2013	\$	31,270	\$	36,000	\$	32,505	\$	28,075	\$	35,650	\$	33,375
Total All-inclusive Price for Audit Services for 2014	\$	32,040	\$	36,500	\$	33,895	\$	28,925	\$	37,025	\$	33,700
Total 2012-2014	\$	93,810	\$	108,150	\$	97,515	\$	84,275	\$	106,950	\$	100,150
Increase 2013 from 2012		2.52%		0.98%		4.47%		2.93%		4.01%		0.91%
Increase 2014 from 2013		2.46%		1.39%		4.28%		3.03%		3.86%		0.97%
Net present value; discount rate = 3.0%	\$	88,408	\$	101,948	\$	91,867	\$	79,414	\$	100,763	\$	94,411
Hourly rate; all three years inclusive using the net present value total	\$	97	\$	136	\$	133	\$	100	\$	122	\$	119

RESOLUTION NO.

RESOLUTION AWARDDING PROPOSAL  
FOR AUDITING SERVICES

WHEREAS, a Request for Proposal (RFP) for Professional Auditing Services was issued on August 21, 2012; and

WHEREAS, the City received a total of six (6) proposals; and

WHEREAS, the proposals were evaluated according to the mandatory elements and technical quality as set forth in the RFP and staff has prepared a detailed analysis of the six firms; and

WHEREAS, City staff has ranked the six firms based on this analysis;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that \_\_\_\_\_ be awarded the contract for Professional Auditing Services for the years ending December 31, 2012, December 31, 2013 and December 31, 2014.

Adopted by the City Council this 19<sup>th</sup> day of November 2012.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 12B	Department: Int. City Admin.	Council Meeting Date: 11/19/2012																												
<b>TITLE OF ISSUE: Proposal For Refuse and Recycling Services</b>																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> As a result of the request for proposals for refuse and recycling services (RFP) issued October 1, 2012, the City received a total of three proposals. City staff has reviewed and summarized the proposals. Attached is the summary.																														
<i>If additional space is required, attach a separate sheet</i>																														
<b>REQUESTED COUNCIL ACTION: Consider resolution awarding contract for refuse and recycling services</b>																														
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Schindle</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Schindle	_____	_____	Freyberg	_____	_____	Steiner	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">           Other (specify)            recycling services         </div> <div style="width: 50%;">           Summary of proposals for refuse and recycling services         </div> </div> <div style="margin-top: 10px;">           _____            _____            _____         </div>		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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CITY OF NORTH MANKATO

## Memorandum

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To: Honorable Mayor and City Council  
From: Clara Thorne, Finance Director  
Subject: Proposals for Refuse and Recycling Collection Service  
Date: November 15, 2012  
Cc:

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The City issued a Request for Refuse and Recycling Collection Services (RFP) on October 1, 2012. As a result, the City received a total of three proposals. Staff evaluated the proposals according to mandatory elements and technical quality as set forth in the RFP.

Firm

Hansen Sanitation, Inc.

LJP Waste & Recycle

Waste Management of Minnesota, Inc.

Option A

Waste Management of Minnesota, Inc.

Option C

Waste Management of Minnesota, Inc. proposed three options (A, B and C). Only options A and C are viable; option B is not viable as recycling materials are not delivered to the City's Riverbend Recycling Center.

Attached is a more detailed analysis of the three firms. Copies of the proposals are available in the Administration Offices.



**Refuse and Recycling Collection Services  
Request for Proposal**

**Recycling**

Collection weekly?  
Type of recycling method:  
Two sort (preferred)  
Single sort  
Multi-sort  
Recycling delivered to Riverbend Recycling Center?

**Refuse**

Refuse delivered to Minnesota Waste Processing Company?  
Collection weekly?

**Spring and Fall Clean-up**

Pick-up at City Public Works site  
Curbside pick-up

**Charges For Additional Items**

Air compressor  
Air conditioners  
Appliances (washers, dryers, stoves, dishwashers, hot water heaters, softeners, etc.)  
Auto car seat (single)  
Auto car seat (bench)  
Bathtub  
Carpet and/or pad  
Cement Laundry Tub  
Chair (recliner style)  
Couch  
Freezer  
Hide-a-bed  
Lawnmower (drained)  
Mattress or box spring  
Refrigerator  
Snow blower (drained)  
Tires - car (off rim)  
Tires - truck (off rim)  
Toilet

**Other**

**STATEMENT OF CONTRACTOR QUALIFICATIONS**

Within the past five (5) years, has the Company submitting this proposal failed to complete a contract?

Within the past five (5) years has the Company submitting this proposal or any facility or property owned or operated by this Company failed to perform any of its contract obligations with any municipality, county, or other public entity?

State the length of time you have been in business under your present name

Within the last five (5) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company, ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity, or alleged violations of environmental, zoning, or public health laws or regulations?

Hansen Sanitation Inc.	LJP Waste & Recycle	Waste Management of MN, Inc Option A (Attachment C)	Waste Management of MN, Inc Option B (Attachment C-1)	Waste Management of MN, Inc Option C (Attachment C-2)
Yes	Yes	Yes	No	Yes
Two sort	Two sort	Two sort	Single sort	Two sort
Yes	Yes	Yes	No	Yes
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
\$ 117.00 Processing 3.50 per residence	\$ 100.00 Processing	per pull to MN Waste Processing -	per pull to MN Waste Processing -	per pull to MN Waste Processing -
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 20.00	\$ 20.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
\$ 45.00	\$ 45.00	\$ 30.00	\$ 30.00	\$ 30.00
\$ 25.00 and up	\$ 25.00 per 100 lb roll	\$ 25.00	\$ 25.00	\$ 25.00
\$ 10.00	\$ 10.00	\$ 35.00	\$ 35.00	\$ 35.00
\$ 10.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 30.00	\$ 20.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 15.00	\$ 20.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 10.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 30.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 7.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 20.00	\$ 12.00	\$ 25.00	\$ 25.00	\$ 25.00
\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 15.00
Negotiated between contractor and resident	Negotiated between contractor and resident	Negotiated between contractor and resident	Negotiated between contractor and resident	Negotiated between contractor and resident
No	No	No	No	No
36 years	18 years	37 years	37 years	37 years
No	No	No	No	No
No	Called to confirm	No	No	No

Refuse and Recycling Collection Services  
Request for Proposal

Has the Company submitting this proposal or any of its subsidiaries been a party to any lawsuits within the last five (5) years that may affect its ability to perform the obligations described in the Proposal?

Is your Company able to provide automated refuse collection?

What percent of your collection truck fleet is equipped with automatic collection devices?

Does your Company use "education tags" that are left by your collection crews at the time material is left behind?

**PROPOSAL**

Year 1 (.....), 1, 2013, to December 31, 2013

**Monthly Refuse Rate per Household**

Residential Regular

Year 1  
Year 2  
Year 3  
Year 4  
Year 5

Residential Senior

Year 1  
Year 2  
Year 3  
Year 4  
Year 5

**Monthly Recycling Rate per Household**

Residential Curbside

Year 1  
Year 2  
Year 3  
Year 4  
Year 5

**Fuel Surcharge**

Diesel price up to

Surcharge determination above minimum

Hansen Sanitation Inc.	LJP Waste & Recycle	Waste Management of MN, Inc Option A (Attachment C)	Waste Management of MN, Inc Option B (Attachment C-1)	Waste Management of MN, Inc Option C (Attachment C-2)
No	No	No	No	No
Yes	Yes	Yes	Yes	Yes
50%	50%	50%	50%	50%
Yes	Yes	Yes	Yes	Yes
January	January	January	February	January
\$	\$	\$	\$	\$
7.47	7.18	6.15	5.65	5.65
CPI	% increase	6.15	5.65	5.65
2%	2%	6.15	5.65	5.65
CPI	2%	6.15	5.65	5.65
CPI	2%	6.15	5.65	5.65
5.00	5.85	5.00	4.75	4.75
CPI	5.97	5.00	4.75	4.75
CPI	6.03	5.00	4.75	4.75
CPI	6.21	5.00	4.75	4.75
CPI	6.33	5.00	4.75	4.75
3.20	3.10	4.95	3.45	4.95
CPI	3.16	4.95	3.45	4.95
CPI	3.22	4.95	3.45	4.95
CPI	3.28	4.95	3.45	4.95
CPI	3.35	4.95	3.45	4.95
\$	\$	\$	\$	\$
1.50	4.00	5.00	5.00	5.00
No addition chg	No addition chg	No addition chg	No addition chg	No addition chg
Based off of diesel price per gallon on www.eia.doe.gov websites monthly average.	Based off of diesel price per gallon on www.eia.doe.gov websites monthly average.	Based off of diesel price per gallon on www.eia.doe.gov websites monthly average.	Based off of diesel price per gallon on www.eia.doe.gov websites monthly average.	Based off of diesel price per gallon on www.eia.doe.gov websites monthly average.
NOTE: No fuel surcharge for first three (3) years of contract.	NOTE: No fuel surcharge for first three (3) years of contract.	NOTE: No fuel surcharge for first three (3) years of contract.	NOTE: No fuel surcharge for first three (3) years of contract.	NOTE: No fuel surcharge for first three (3) years of contract.

RESOLUTION NO.

RESOLUTION AWARDDING PROPOSAL  
FOR REFUSE AND RECYCLING SERVICES

WHEREAS, a Request for Proposal (RFP) for Refuse and Recycling Services was issued on October 1, 2012; and

WHEREAS, the City received a total of three (3) proposals; and

WHEREAS, the proposals were reviewed and summarized;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that \_\_\_\_\_ be awarded the contract for Refuse and Recycling Services for a period of five years, January 1, 2013 through December 31, 2017.

Adopted by the City Council this 19<sup>th</sup> day of November 2012.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 12C	Department: Int. City Admin.	Council Meeting Date: 11/19/2012																																																											
<b>TITLE OF ISSUE: Proposal For Debt Service Study</b>																																																													
<p><b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> In conjunction with the 2013 Budget process and the feasibility of bond refundings in 2013, staff believes a debt service study is a prudent investment for the City. In that regard, the City has received four proposals for a debt service study listed in recommended order.</p> <table style="margin-left: auto; margin-right: auto; border: none;"> <tr> <td style="padding: 5px;">Northland Securities, Inc.</td> <td style="text-align: right; padding: 5px;">\$4,500</td> </tr> <tr> <td style="padding: 5px;">Springsted Incorporated</td> <td style="text-align: right; padding: 5px;">\$4,500</td> </tr> <tr> <td style="padding: 5px;">Abdo, Eick &amp; Meyers, Inc.</td> <td style="text-align: right; padding: 5px;">\$4,000 - \$5,000</td> </tr> <tr> <td style="padding: 5px;">Ehlers Incorporated</td> <td style="text-align: right; padding: 5px;">\$6,500</td> </tr> </table> <p>The scope of the study is to review all debt service funds of the City to ensure adequate cash balances and reserves are maintained and future projected revenues are sufficient to meet debt service requirements. The analysis will consider prior year transactions, deferral of special assessments, and future projections of revenue. The funding for this study will come from General Fund Administration.</p> <p style="text-align: right; font-style: italic; font-size: small;">If additional space is required, attach a separate sheet</p>			Northland Securities, Inc.	\$4,500	Springsted Incorporated	\$4,500	Abdo, Eick & Meyers, Inc.	\$4,000 - \$5,000	Ehlers Incorporated	\$6,500																																																			
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<b>REQUESTED COUNCIL ACTION: Consider resolution awarding contract for debt service study</b>																																																													
<p><b>For Clerk's Use:</b></p> <p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%;">Aye</th> <th style="width: 15%;">Nay</th> <th></th> </tr> </thead> <tbody> <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> </tbody> </table>		Aye	Nay		_____	_____	_____	Norland	_____	_____	_____	Schindle	_____	_____	_____	Freyberg	_____	_____	_____	Steiner	_____	_____	_____	Dehen	<p style="text-align: center;"><b>SUPPORTING DOCUMENTS ATTACHED</b></p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 20%;">Resolution</th> <th style="width: 20%;">Ordinance</th> <th style="width: 20%;">Contract</th> <th style="width: 20%;">Minutes</th> <th style="width: 20%;">Map</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="5">Other (specify) _____</td> </tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> </tbody> </table>		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____					_____					_____					_____					_____				
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RESOLUTION NO.

RESOLUTION AWARDDING PROPOSAL  
FOR DEBT SERVICE STUDY

WHEREAS, in conjunction with the 2013 Budget process and the feasibility of bond refundings in 2013, staff believes a debt service study is a prudent investment for the City; and

WHEREAS, the scope of the study is to review all debt service funds of the City to ensure adequate cash balance and reserves are maintained and future projected revenues are sufficient to meet debt service requirements; and

WHEREAS, the study will consider prior year transactions, deferral of special assessments and future projections of revenue; and

WHEREAS, the City received a total of four (4) proposals to conduct a debt service study; and

WHEREAS, City staff is recommending award of proposal to conduct a debt service study to Northland Securities, Inc. in the amount of \$4,500;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that Northland Securities, Inc. be awarded the contract for the debt service study for the total amount of \$4,500.

Adopted by the City Council this 19<sup>th</sup> day of November 2012.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 13A	Department: City Clerk	Council Meeting Date: 11/19/2012																																																
<b>TITLE OF ISSUE: 2012 General Election Results</b>																																																		
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Attached is a summary of the 2012 General Election results by precinct. North Mankato's voter turnout was 92.9%.																																																		
<i>If additional space is required, attach a separate sheet</i>																																																		
<b>REQUESTED COUNCIL ACTION: Information only</b>																																																		
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Schindle</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Schindle	_____	_____	Freyberg	_____	_____	Steiner	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">Other (specify) _____</td> <td colspan="3" style="text-align: center;">Results of 2012 General Election</td> </tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> </table>		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____		Results of 2012 General Election			_____					_____					_____				
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**CITY OF NORTH MANKATO  
RESULTS OF 2012 GENERAL ELECTION**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>TOTAL</b>
Number Registered at 7 a.m.	1,307	1,252	1,288	1,463	1,421	1,419	222	8,372
Number Registered at Polls	266	243	177	189	201	183	42	1,301
Total Number Registered	1,573	1,495	1,465	1,652	1,622	1,602	264	9,673
Total Absentee Ballots at Nicollet County	56	55	79	104	97	68	9	468
Total Number Voting at the Polls	1,146	1,135	1,049	1,274	1,240	1,259	203	7,306
Total Number Voting in Precinct including Absentees	1,202	1,190	1,128	1,378	1,337	1,327	212	7,774
% Turnout of Registered Voters	92.0%	95.0%	87.6%	94.2%	94.1%	93.5%	95.5%	92.9%

# 2012 North Mankato General Election Results

	1	2	3	4	5	6	7	Total	
<b>Mayor:</b>									Mayor:
Dehen	902	912	859	1,069	989	1,026	167	5,924	Dehen
Absentee	47	42	68	89	78	61	6	391	
<b>Total Votes</b>	<b>949</b>	<b>954</b>	<b>927</b>	<b>1,158</b>	<b>1,067</b>	<b>1,087</b>	<b>173</b>	<b>6,315</b>	
Write-In Votes	20	22	15	12	21	5	2	97	
Over Votes	0	0	0	1	0	0	0	1	
Under Votes	224	201	175	192	230	228	34	1,284	
<b>Council:</b>									Council:
DeWitte	230	205	204	251	216	242	24	1,372	DeWitte
Absentee	8	14	18	20	20	18	0	98	
<b>Total Votes</b>	<b>238</b>	<b>219</b>	<b>222</b>	<b>271</b>	<b>236</b>	<b>260</b>	<b>24</b>	<b>1,470</b>	
Richardson	110	91	129	139	177	199	21	866	Richardson
Absentee	4	3	9	9	9	8	3	45	
<b>Total Votes</b>	<b>114</b>	<b>94</b>	<b>138</b>	<b>148</b>	<b>186</b>	<b>207</b>	<b>24</b>	<b>911</b>	
Rieff	208	173	177	235	252	257	32	1,334	Rieff
Absentee	16	19	14	23	21	17	0	110	
<b>Total Votes</b>	<b>224</b>	<b>192</b>	<b>191</b>	<b>258</b>	<b>273</b>	<b>274</b>	<b>32</b>	<b>1,444</b>	
Spears	409	454	419	470	422	465	89	2,728	Spears
Absentee	19	25	33	35	27	18	1	158	
<b>Total Votes</b>	<b>428</b>	<b>479</b>	<b>452</b>	<b>505</b>	<b>449</b>	<b>483</b>	<b>90</b>	<b>2,886</b>	
Steiner	545	626	470	636	531	510	88	3,406	Steiner
Absentee	37	25	38	58	52	36	6	252	
<b>Total Votes</b>	<b>582</b>	<b>651</b>	<b>508</b>	<b>694</b>	<b>583</b>	<b>546</b>	<b>94</b>	<b>3,658</b>	
Wachtel	173	144	124	143	152	111	29	876	Wachtel
Absentee	5	4	6	11	9	13	3	51	
<b>Total Votes</b>	<b>178</b>	<b>148</b>	<b>130</b>	<b>154</b>	<b>161</b>	<b>124</b>	<b>32</b>	<b>927</b>	
Write-In Votes	14	9	10	13	6	3	1	56	
Over Votes	0	0	2	2	0	2	0	6	
Under Votes	603	568	563	659	724	729	122	3,968	



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 13B	Department: City Clerk	Council Meeting Date: 11/19/2012																																																				
<b>TITLE OF ISSUE:</b> Application for Soft Drink License for Erbert & Gerbert's Sandwich Shop, 1710 Commerce Drive																																																						
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Attached is the application for a soft drink license for Erbert and Gerbert's Sandwich Shop located at 1710 Commerce Drive. The sandwich shop plans to open early December.																																																						
<i>If additional space is required, attach a separate sheet</i>																																																						
<b>REQUESTED COUNCIL ACTION:</b> Approve soft drink license																																																						
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Schindle</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Schindle	_____	_____	Freyberg	_____	_____	Steiner	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="text-align: center;">Other (specify)</td> <td colspan="3" style="text-align: center;">Application for Soft Drink License</td> </tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> </table>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)		Application for Soft Drink License			_____					_____					_____					_____				
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APPLICATION FOR LICENSE  
CITY OF NORTH MANKATO

TYPE OF LICENSE: Soft Drink

Application Fee: \$25.00

BUSINESS NAME:	<u>Erbert &amp; Gerbert's Sandwich Shop</u>
BUSINESS ADDRESS:	<u>1710 Commerce Dr. Suite 130</u>
MINNESOTA TAX I.D. #	<u>2629179</u>
FEDERAL TAX I.D. #	<u>41-183-5509</u>

Applicant's Name: Michael John Steindl  
(Include full middle name)

Applicant's Social Security #: \_\_\_\_\_ Citizenship Status: U.S. Citizen

Applicant's Present Address: \_\_\_\_\_  
1710 Commerce Dr. Suite 130

Length of time at this address: 11 years

Applicant's Occupation: Owner of Erbert & Gerbert's

Applicant's Place of Employment: SEE Above

Length of time so engaged: 16 years

Applicant's addresses and occupations for the three (3) years prior to the date of application  
(if different from above):

See above

Has applicant ever been convicted of a felony, gross misdemeanor, or misdemeanor, including violation of a municipal ordinance but excluding traffic violations, and if so, the date and place of conviction and the nature of the offense:

NO

List four (4) character references if applicant has not resided in the City for two (2) years prior to the date of application:

Tom Zimmerman

References continued ---

Tammy BrockhausKirk SwensonChad Lebert

I, the applicant, understand that it is unlawful to intentionally make a false statement or omission upon this application form. Further, I understand that any false statement in such application, or any willful omission to state any information called for on such application form, shall, upon discovery of such falsehood, work an automatic refusal of license, or if already issued, shall render any license or permit issued pursuant thereto, void, and of no effect to protect me from prosecution for violation of Chapter 6, or any part hereto, of the City Code for the City of North Mankato.

Michael J. Steud  
Signature of Applicant

Date of Birth

11/17/12

Date of Signing

Subscribed and sworn to before me this

14th day of November, 20 12.

Mary Buhh  
City Clerk

-----  
OFFICE USE If needed:

POLICE      approved \_\_\_\_ not approved \_\_\_\_ Date: \_\_\_\_\_

COUNCIL ACTION approved \_\_\_\_ not approved \_\_\_\_ Date: \_\_\_\_\_

Application Fee paid on: \_\_\_\_\_

License Issued on: \_\_\_\_\_

**CITY OF NORTH MANKATO  
APPLICATION FOR NEW LICENSES**

Following are the license fees for City licenses for the period January 1, 2012, through December 31, 2012. Please complete this form, sign it, and return it as soon as possible, along with the appropriate license fee payable to the City of North Mankato.

RETURN TO: City Clerk/City of North Mankato  
P.O. Box 2055  
North Mankato, MN 56002-2055

On-Sale Intoxicating Liquor	\$3,750	\$ _____
Sunday On-Sale Liquor	220	\$ _____
Off-Sale Intoxicating Liquor	220	\$ _____
On-Sale Intoxicating Liquor (Club)	330	\$ _____
Wine	275	\$ _____
Cabaret (only with on-sale)	375	\$ _____
Business Set-Up	330	\$ _____
3.2 Beer Off-Sale	35	\$ _____
3.2 Beer On-Sale	275	\$ _____
Cigarette	150	\$ _____
<u>Soft Drink</u>	<u>25</u>	\$ <u>25.00</u>
Mechanical Amusement Device	20/site & 20/each machine	\$ _____
Taxicab	20 /vehicle	\$ _____
Mobile Home	60	\$ _____
Refuse Hauler	35 /first truck	\$ _____
	25 /each addl. truck	\$ _____
TOTAL:		\$ _____

I, the undersigned, hereby stipulate that I will maintain the required worker's compensation insurance and if necessary, liquor liability insurance, throughout the licensing period.

*Michael J. Steiner*  
Applicant's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Applicant's Address

Date 11/14/12

*Erbert & Gerbert's Sandwich Shop*

Business Name

262-9174

Minnesota Tax I.D. #

41-1835509

Federal Tax I.D. #

1710 Commerce Dr Suite 130

Business Address

# Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

BUSINESS NAME (Individual name only if no company name used)

LICENSE OR PERMIT NO (if applicable)

Steindl Business Development, Inc

DBA (doing business as name) (if applicable)

Erbert & Gerbert's Sandwich Shop

BUSINESS ADDRESS (PO Box must include street address)

CITY

STATE

ZIP CODE

501 S. Front St.

Minneapolis

MN 55001

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.**

## NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent)

Midwest Family Mutual Insurance Company

WORKERS' COMPENSATION INSURANCE POLICY NO.

EFFECTIVE DATE

EXPIRATION DATE

WC MN 0560080688

9/1/12

9/1/13

## NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

☐ I have attached a copy of the permit to self-insure.

## NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

☐ I have no employees.

☐ I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: \_\_\_\_\_

☐ Other: \_\_\_\_\_

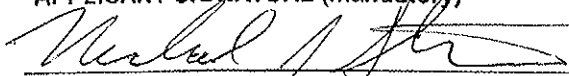
## ALL APPLICANTS COMPLETE THIS PORTION:

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

APPLICANT SIGNATURE (mandatory)

TITLE

DATE



Owner

11/14/12

**NOTE:** If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.



## Summary / Fact Sheet

### DRAFT materials for Regional Economic Development Agreement

The following is intended to provide a brief summary of the substantive revisions and “value enhancements” being suggested for the new Joint Service Agreement effective January 1, 2013. As stated on page 1 of the Agreement, our Purpose and Guiding Principles, for a regional economic development approach are as follows:

Eagle Lake

Lake Crystal

Le Sueur

Madison Lake

Mankato

Saint Peter

Blue Earth County

Individual Strengths  
Collective Success

Proud participants of:

GROW  
MINNESOTA!

BusinessConnection  
Your connection to business answers

#### Purpose

*“...economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace... This endeavor will offer a ‘forum to strategically facilitate individual and regional assets and opportunities’ for the purpose of business development...”*

#### Guiding Principles

*economic prosperity • atmosphere of cooperation • unique strengths and characteristics  
direct technical assistance • efficient and effective delivery*

#### Regional Marketplace & Participating Entities (page 2 & 7)

- Mankato – North Mankato MSA, including all of Blue Earth and Nicollet counties and those communities immediately adjacent
- changes in participating entities
  - new – Region Nine Development Commission (advisory only)
  - no longer in – City of Amboy, Mapleton and Nicollet County
  - “placeholder” – reserved for other regionally significant cities

#### “Value Enhancements”

- Recognizing and supporting development of central place functions for all cities.
  - some broadened, more generous language related to additional business development support to all of our cities related to the range of new and expanding businesses across business sectors (top of page 3)
- Extensive enhancements to marketing, communications and services GMG will add.
  - retooled, business centric and enhanced website work, property listings (including GIS Planning tools and data mining) and marketplace assets and strengths (bottom of page 4)
  - online links within the partnership for user ease and accessing resources (top of page 5)
  - work into our efforts supply chain, workforce development, and housing that we’ve visited about (middle of page 5)
  - further development of an annual economic development forum (middle of page 5)



1961 Premier Drive | Suite 100 | Mankato, MN 56001  
PH 507.385.6640 | PH 800.697.0652 | FX 507.345.4451  
[greatermankato.com](http://greatermankato.com)



Term of Agreement (page 6)

- intent is 3 years, January 1, 2013 thru December 31, 2015
- annually any party may terminate their participation at the end of the calendar year with 90 days written notice

Financial (Addendum I)

- "full funding" arrived at during 2012
  - all participants pay 50% of the per capita rate for the City of Mankato, in recognition of receiving disproportionate services and full seat on the GMG, Inc. Board
- rate increases / decreases a result of population changes
  - population data has been revised using data from the state demographer
  - 2011 estimate used to calculate 2013 rate
  - 11 year average used to calculate 2014 & 2015 rate

*Eagle Lake*

*Lake Crystal*

*Le Sueur*

*Madison Lake*

*Mankato*

*Saint Peter*

*Blue Earth County*

*Individual Strengths  
Collective Success*

Proud participants of:

GROW  
MINNESOTA!



Regional Economic Development Agreement DRAFT 08/07/2012												
participating entity	2010 Census *	2011 Estimate *	2000 - 2011 % Change (11 year avg.)	per capita	Currently - 2012		2013		2014		2015	
					estimated population (prior agrmt)	annual rate	estimated population (2011) *	annual rate	estimated population (2012)	annual rate	estimated population (2012)	annual rate
Mankato	39,309	39,628	2.0%	4.38	38,040	\$166,615	39,628	\$173,571	40,428	\$177,075	41,244	\$180,649
				at 50% of rate								
Eagle Lake	2,422	2,482	3.5%	2.19	2,385	\$5,223	2,482	\$5,436	2,570	\$5,628	2,661	\$5,827
Lake Crystal	2,549	2,540	0.5%	2.19	2,720	\$5,957	2,540	\$5,563	2,551	\$5,588	2,563	\$5,613
Madison Lake	1,017	1,033	2.1%	2.19	1,025	\$2,245	1,033	\$2,262	1,055	\$2,310	1,077	\$2,360
Amboy	534	533	-0.7%		262							
Good Thunder	583	580	-0.2%		318							
Mapleton	1,756	1,761	0.4%		1,654							
Pemberton	247	248	0.1%		263							
Skyline	289	285	-1.2%		283							
St. Clair	868	871	0.5%		558							
Vernon Center	332	331	-0.7%		318							
Blue Earth County	64,013	64,383	1.4%									
Blue Earth County (less population of cities above)	14,107	14,091	0.1%	2.19	14,137	\$30,960	14,091	\$30,859	14,112	\$30,905	14,133	\$30,952
North Mankato	13,394	14,426	2.0%	2.19	12,712		14,426	\$31,593	14,718	\$32,233	15,016	\$32,885
Saint Peter	11,196	11,459	1.6%	2.19	11,484	\$25,150	11,459	\$25,095	11,640	\$25,492	11,824	\$25,895
Nicollet County (less population of cities above)					6,392	\$5,000						
LeSueur	4,058	4,045	0.3%	2.19	4,454	\$9,754	4,045	\$8,859	4,057	\$8,884	4,068	\$8,909

\* Source: <http://www.demography.state.mn.us/estimates.html>



## JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE

**THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this “Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and among Greater Mankato Growth, Inc. and the governmental entities listed herein under the heading “Definition of Greater Mankato Regional Marketplace” and who execute this Agreement (collectively “cities and counties” or in the singular a “city or county”)

### WHAT WE AGREE TO

---

#### Purpose

It has become broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a “forum to strategically facilitate individual and regional assets and opportunities” for the purpose of business development and will enable us to enhance our future economic prosperity.

#### Guiding Principles

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – to promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the primary economy, and providing employment in the Greater Mankato Regional Marketplace.

### **Definition of Greater Mankato Regional Marketplace**

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties and those communities immediately adjacent.

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
- City of Eagle Lake
- City of Lake Crystal
- City of LeSueur
- City of Madison Lake
- City of Mankato
- City of North Mankato
- City of Saint Peter
- Region Nine Development Commission (advisory only, unless fiscal participation)

### **General Context and Parameters of the Parties Obligations**

**Greater Mankato Growth, Inc.'s (GMG)** principal responsibility under this Agreement is to provide, marketing efforts (as described herein) relating to economic development of the overall regional marketplace, cities, and counties, including the development and implementation of programs that identify and support expansions and new business in the community and region, whether from firms currently operating locally or through recruitment of new enterprises. In carrying out its responsibility, GMG agrees to serve as the primary contact for expanding and locating private sector firms. This includes all prospects whether or not they are derived directly from the development and marketing programs established by GMG and this Agreement. Participants of this Agreement acknowledge economic development is a collaborative endeavor and understand GMG does not itself have all the necessary resources (i.e. sites, buildings or financial resources) available for projects, but rather will serve as a facilitator, working with the parties and/or providers of these resources to best serve the need of new, expanding or locating companies.

**The cities and counties** are responsible for the execution of their municipal regulatory duties and provision of public services in support of local economic development. The cities and counties agree to administer their individual economic development programs and initiatives, business permit/licensing functions in a manner that encourages business expansion and new business starts consistent with their responsibility to protect the health and safety of local residents. Further, the cities and counties agree to the extent practical, to coordinate their infrastructure development and redevelopment programs with the needs of expanding and locating businesses.

This Agreement and the development process apply to economic development and marketing services related to the primary/industrial economy including job creating service sector businesses. Consumer retail store and professional service sector development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. To this end GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses, implement dealers). Each of the cities and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.

## **STRATEGIC FOCUS OF THE PARTIES**

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### **Objective & Strategic Areas**

To retain and grow the primary economic base of the Greater Mankato Regional Marketplace.

1) **Business Retention**

To retain and expand the existing business base, and includes such activities as conducting regular business visits (i.e. Grow Minnesota! Visits), and facilitating resources and services for expansion or other business development assistance.

2) **New Enterprise & Emerging Business Development**

To nurture the development of entrepreneurial and new enterprise activity by assisting and serving as a resource for connecting such to the extensive business development resources and tools available in or connected to the regional marketplace (e.g., Small Business Development Center).

3) **New Business Development**

To attract non-local businesses to the marketplace through proactive marketing and recruiting strategies, as well as supporting and facilitating responses to development opportunities from businesses that approach/contact the cities, counties or GMG.

### **The Business Development Process**

#### **Expansion of existing businesses:**

1) Expansion requests from an existing business may happen directly between the business and its current city or county or between the business and GMG.

a. If the city or county is contacted directly by the business, GMG will be involved if determined necessary by the parties, but at minimum will be kept informed by the applicable city or county.

b. If GMG is contacted by the business, GMG will first be an advocate and facilitator for expansion within the existing city or county.

2) If the city or county in which the business currently exists is not able to meet the business' facility or expansion needs, then GMG will facilitate exploration of alternative considerations with other entities. (Note: consistent with the guiding principles of the parties contained in this Agreement, cities and counties will not engage in relocating a business from one city or county to another but rather provide proposals when GMG invites such).

Locating businesses into the area from outside of the regional marketplace:

- 1) GMG will act as an advocate for the cities and counties in the marketing and recruitment of new businesses and will coordinate closely with the staff of each entity to reflect the opportunities of each as desired.
- 2) GMG will receive prospects resulting from its business development and marketing efforts and programs, as well as the Minnesota Department of Employment and Economic Development (DEED) or other development entities, and will inform the cities and counties meeting the specified development criteria of the potential new business. Those cities and counties will then have the opportunity to assemble a competitive proposal through a standardized and coordinated process to attract the business.
- 3) At the time a city or county is selected by a business, the entity and business will discuss and finalize incentives and the locating of the business.

**Economic Development Marketing, Communication and Program Services**

GMG's economic development marketing and communications strategy and responsibilities will be as follows:

- Marketing and Communications:
  - GMG will develop a comprehensive marketing and communications plan, updated as needed with input from the cities and counties. The plan will market the collective strengths of the regional marketplace as a site for growing or expanding an existing business or locating potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan will include goals, objectives and a comprehensive strategy for communicating to key audiences with consistent messaging and the most effective tactics that make the best use of our collective marketing resources. Tactics that may be considered in this plan include, but are not limited to: advertising, internet, press releases, relationship marketing, special events and direct mail. GMG will provide periodic reports on the achievement of the objectives outlined in this plan.
  - GMG has redesigned and retooled its website to be increasingly business development centric and as such will continue to be positioned as a one stop, comprehensive location that site selectors and organizations can visit to learn about the collective assets of the marketplace and individual strengths of the cities and counties.
  - GMG has invested in an annual website interface and tool (GIS Planning) to provide an efficient means for each of the cities and counties, as well as other property owners and agents, to update their information on available properties on line thereby creating a comprehensive area-wide inventory. This information will be available on the Greater Mankato Growth web site, MNPROspector and ZoomProspector providing greater visibility to site selectors and organizations who might consider building or expanding their business anywhere in our regional marketplace.
  - GMG will work with the cities, counties and other entities a part of or related to this agreement to establish links to it tools and resources via their respective online tools.

- GMG will maintain copies of closed or pending project files or other mechanisms, enabling the cities and counties to be advised of the ongoing business development opportunities resulting from its economic development marketing and communications efforts.
- Program Services:
  - GMG will facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities. These visits will be coordinated with the primary city or county in which the business is located.
  - GMG, in support of business development and with respect to the balance of membership offerings versus general economic development offerings, will continue to bring to the regional economic development strategy initiatives and programming that have a direct impact on the development of business. Such initiatives may include: supply chain development, workforce / talent development (including promotion and development support of directly related housing efforts), and further development of an annual regional economic development “forum”.
- GMG will provide the cities and counties with an annual report, providing outcomes and impact from the previous year.

## **FINANCIAL OBLIGATIONS AND ADVISORY COMMITTEE**

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### **Financial**

The cities and counties agree to share in funding and payment of the economic development services described in this Agreement with Greater Mankato Growth, Inc. Accordingly, each City and County agrees to pay Greater Mankato Growth, Inc. on an annual basis, which shall be invoiced by Greater Mankato Growth, Inc., that amount set forth in Addendum 1 which describes the funding calculation/amounts).

### **Governance**

Greater Mankato Growth, Inc. Board of Directors

- A representative of the cities and counties (selected as provided below) will be an ex officio Director(s) with full voting rights and privileges. One (1) such ex-officio Director will be added for the first six (6) cities and counties, and two (2) ex-officio Directors added if there are seven (7) or more cities and counties.

Advisory Committee

- The cities and counties will establish an Advisory Committee. The Advisory Committee will be comprised of a GMG board member and one governmental member from each of the cities and counties along with the appropriate staff participant for each.
- The Advisory Committee will select a Chair and Vice-Chair for meeting administration.
- This Advisory Committee will meet on an as needed basis to discuss issues related, but not limited to, inviting additional entities beyond the initial cities and counties to join the Advisory Committee and/or become parties to this Agreement, funding and amendments to this Agreement.

### **"Staff" Operating Interaction**

In addition to regular interaction between the cities and counties and Greater Mankato Growth staff, GMG will facilitate monthly meetings of the "economic development staff" of the cities and counties to discuss business prospects, share information on pending economic development projects, develop appropriate responses, and provide updates.

### **Term, Termination and Prior Agreements**

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2013 and continue until the 31<sup>st</sup> day of December 2015. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities may be added, at any time, as parties to this Agreement with the written consent of the all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

Unless terminated sooner, this Agreement will automatically renew for an additional one year term, and any per capita fee increases will be mutually agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated September 30, 2009 – December 31, 2012.

### **Miscellaneous**

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

### **Blue Earth County**

\_\_\_\_\_  
Mark Piepho Date  
Chair – Board of Commissioners

\_\_\_\_\_  
Robert W. Meyer Date  
County Administrator

### **City of Eagle Lake**

\_\_\_\_\_  
Tim Auringer Date  
Mayor

\_\_\_\_\_  
Sack Thongvanh Date  
City Administrator

### **City of Lake Crystal**

\_\_\_\_\_  
Brad Ahrenstorff Date  
Mayor

\_\_\_\_\_  
Bob Hauge Date  
City Administrator

### **City of LeSueur**

\_\_\_\_\_  
Bob Oberle Date  
Mayor

\_\_\_\_\_  
Rick Almich Date  
City Administrator

### **City of Madison Lake**

\_\_\_\_\_  
Kenneth Reichel Date  
Mayor

\_\_\_\_\_  
Kelly Steele Date  
City Administrator

### **City of Mankato**

\_\_\_\_\_  
Eric Anderson Date  
Mayor

\_\_\_\_\_  
Patrick Hentges Date  
City Manager

### **City of North Mankato**

\_\_\_\_\_  
Mark Dehen Date  
Mayor

\_\_\_\_\_  
City Administrator Date

## City of Saint Peter

Timothy Strand  
Mayor

Todd Prafke  
City Administrator

## Greater Mankato Growth, Inc.

Greg Kutcher  
Chair – Board of Directors

Jonathan G. Zierdt  
President & CEO



City of North Mankato  
 Levy 2012/ Collect 2013  
 Marigold Project Impact on Homestead Property

	Property Value #1	Property Value #2	Property Value #3
<b>Market Value of Residential Homestead</b>	<b>\$ 100,000</b>	<b>\$ 150,000</b>	<b>\$ 200,000</b>
Calculate Homestead Exclusion (a)			
\$76,000 or less x 40%	30,400	30,400	30,400
Value of home over \$76,000 x 9%	(2,160)	(6,660)	(11,160)
Final exclusion	<u>28,240</u>	<u>23,740</u>	<u>19,240</u>
<b>Taxable Market Value</b>	<u>71,760</u>	<u>126,260</u>	<u>180,760</u>
Class 1a Residential homestead			
First \$500,000 rate = \$1.00%	718	1,263	1,808
Over \$500,000 rate = \$1.25%	<u>-</u>	<u>-</u>	<u>-</u>
<b>Net Tax Capacity of Homestead Property</b>	<u><u>718</u></u>	<u><u>1,263</u></u>	<u><u>1,808</u></u>
<b>Calculation of City Tax Rate</b>			
City Preliminary Levy (c )	-		
Marigold Project Impact (b)	<u>51,418</u>		
<b>Adjusted Levy</b>	<u>51,418</u>		
Taxable Net Tax Capacity			
Total Net Tax Capacity	10,126,703		
Less Tax Increment Tax Capacity	(313,284)		
Plus Blue Earth Co Tax Capacity	<u>4,853</u>		
Total Taxable net Tax Capacity	<u>9,818,272</u>		
<b>Tax Rate per Adjusted Levy</b>	<u>0.00524</u>		
<b>City Portion of Property Tax</b>	<u><u>\$ 3.76</u></u>	<u><u>\$ 6.61</u></u>	<u><u>\$ 9.47</u></u>

(a) For a homestead valued at \$413,800 or more, there is no valuation exclusion.

(b) Debt service payments for the Taxable G.O. Tax Increment Bonds, Series 2010D - refunding of 2001D and new Money for FX Fusion Project (\$89,724) less Tax Increment Received from Marigold and Pooled TIF (\$38,306) for Year 2016

## **Bike Commission Minutes**

**11/14/2012**

1. The Bike Commission meeting was called to order at 7:04
2. Discussion was held on potential bicycle routes through lower North Mankato
  - a. Consideration was made for traffic counts and intersection control
  - b. A Primary Route from the Veterans Memorial Bridge to the Judson Bottom Road is desirable
    - i. The optimal route was west from the Veterans Memorial Bridge on Belgrade Avenue to the intersection with Range Street, left on Range Street to right on Nicollet Ave. to left on Belgrade Avenue to left on Lee Boulevard to Judson Bottom Road.
  - c. A Secondary Route looping lower North Mankato
    - i. Nicollet Ave. to Center Street to left on Webster Avenue to left on Lake Street to Belgrade Avenue
  - d. Additional Routes
    - i. Lake Street to Lind Avenue to the Rex McBeth Trail
    - ii. Old Belgrade Avenue Hill as part of water/sewer replacement project in 2013 extending along N. Lee Blvd. from Belgrade Avenue to south to Lookout Drive and trail addition along south Belgrade Avenue from Lee Boulevard to Nicollet Ave.
3. Signage strategies, coordinated with Mankato, were discussed and websites recommended:
  - a. <http://ladotbikeblog.wordpress.com/2012/09/05/introducing-bfs-name-signs/>
  - b. <http://bikeportland.org/2012/10/25/do-new-york-citys-streets-live-up-to-the-hype-yes-79281>
4. Kiosk placement was also discussed.
5. Next meeting was scheduled for Wednesday, 1/16/2013 at 7 PM at North Mankato City Hall
6. Meeting was adjourned at 8:25.

Respectfully submitted,

Dr. Mark D. Dehen  
Mayor, City of North Mankato

CLAIM REPORT  
FOR REGULAR COUNCIL MEETING OF NOVEMBER 19, 2012

73462	Void	Void	(\$99.86)
73485	Void	Void	(\$40.00)
73517	Sprint	PCS connection card data plan-Pol, 2011 Const & P/A	\$234.40
73518	MSCIC	registration fee for conference-Police Dept.	\$420.00
73519	Mankato Clinic	pre-employment physical-Police Dept.	\$99.89
73520	Pet Expo Distributors	aquatic service-Library	\$40.00
73521	Verizon Wireless	cell phone bill-Comm Dev, Port Auth & Public Access	\$168.31
73522	Charter Communications	high speed data service-Pol, Fire, Contingency & P/A	\$442.96
73523	Rainbow Country Experience	special program-Library	\$500.00
73524	TLO, LLC	online investigation service-Task Force	\$93.76
73525	Cardmember Service	charge card items-All Depts.	\$6,976.89
73526	Energy Sales, Inc.	supplies-Street & Shop	\$371.99
73527	MN Fall Expo	registration fees maintenance expo-Shop	\$50.00
73528	AT & T Mobility	cell phone bill-Bookmobile	\$24.18
73529	McClinton, Sean	training-Police Dept.	\$150.00
73530	Navitor	business cards-Inspections & Water	\$233.09
73531	Schmidt, Allen	training-Police Dept.	\$300.00
73532	Wells Fargo Corporate Trust Service	principal & interest on bonds	\$321,576.25
73533	MUSCO Finance	doc fees lease agreement soccer fields-Sales Tax	\$500.00
73534	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$430.77
73535	ICMA Retirement Trust - 457	employee payroll deductions	\$4,183.85
73536	Law Enforcement Labor Service	employee payroll deductions	\$450.00
73537	NCPERS Minnesota-Unit 662400	employee payroll deductions	\$176.00
73538	United Way	employee payroll deductions	\$211.30
73539	HickoryTech	telephone & internet bill-All Depts.	\$3,423.79
	A+ Security, Inc.	repair alarm system-Police Dept.	\$142.50
	A-1 Key City Locksmiths, Inc.	keys & lock repair-Street & Sewer Depts.	\$128.63
	All American Towing	towing charge-Police Dept.	\$57.98
	Alpha Wireless Communications	radio licenses & annual maint/radios-Bldg & Police	\$3,456.00
	Ameripride Services	mats, uniform & towel service-All Depts.	\$570.61
	Audio Editions	supplies & audio books-Library	\$638.09
	Bank of Alma	principal & interest-Equip Certificate of Indebtedness	\$63,350.00
	Bauer's Upholstery	equipment repair-Park Dept.	\$122.06
	Bock, Beth	office supplies-Task Force	\$19.51
	Boy Scout Troop #29	10% gambling disbursement	\$500.00

# CLAIMS CONTINUED

Boyer Trucks	equipment parts-Street Dept.	\$200.59
Carquest Auto Parts	equipment parts & supplies-Street, Park & Water	\$684.09
CDW Government	software maintenance-Public Access	\$2,283.54
Central Concrete	concrete & pumper rental-Park & Storm Water	\$1,256.02
Children's Museum of Southern Minn	10% gambling disbursement	\$1,000.00
City of Mankato	water bill-Public Access	\$15.26
Classic Coach, Inc.	transportation MN Snowmobiler's Conv-Comm Dev	\$150.00
Community Education & Recreation	10% gambling disbursement	\$500.00
Computer Technology Solutions	computer repairs-Police, Fire, Water, Sewer & Sanit	\$1,136.05
Connect Business Magazine	ad-Port Authority	\$479.00
Crysteel Truck Equipment	equipment parts-Street Dept.	\$20.64
Culligan Water Conditioning	supply-Water Dept.	\$29.90
Davidson, Dan	supplies & travel expense-Task Force	\$619.50
Diamond Vogel	paint & supply-Mun Bldg & Street Lighting	\$446.27
Echo Food Shelf	10% gambling disbursement	\$1,000.00
Employee Data Forms of MO, LLC	employee calendars-Admin	\$76.75
Express Services, Inc.	temp crossing guards & leaf crew-Police & Sanitation	\$3,337.55
FleetPride	equipment parts-Street & Park Depts.	\$1,443.00
Free Press	ads-Adm, Comm Dev, Port Auth, Port Auth TIF & San	\$2,220.10
G & H Ready Mix	concrete-Sales Tax Construction	\$238.37
Galls, LLC	equalizer shield-Tactical Response Team	\$2,300.00
Girl Scouts of Mankato	10% gambling disbursement	\$500.00
Gopher State One-Call	one-call locates-Inspection	\$259.85
Hansen Sanitation	refuse pickup-Shop, Park, Sanit & Public Access	\$276.12
Hawkins, Inc.	chemicals & pump-Water Dept.	\$3,921.91
High School Graduation Celebration	10% gambling disbursement	\$500.00
Hillyard/Hutchinson	cleaning supplies-Shop	\$48.32
Hlavac, Steven, Jr.	running clothes & shoes-Police Physical Fitness	\$165.00
Holiday Sharing Tree	10% gambling disbursement	\$500.00
Holtmeier Construction, Inc.	rock for Caswell North soccer fields-Sales Tax Const	\$11,855.59
Ingram Library Service	books-Library	\$647.53
JWR, Inc.	equipment parts-Sanitation	\$3,833.06
Jeane Thorne, Inc.	professional service-Task Force	\$1,358.77
Keller, J.J. & Associates, Inc.	drug testing-All Depts.	\$433.20
Kennedy & Kennedy Law Office	legal services-Attorney & Port Authority	\$8,448.11
Key City Auto Parts, Inc.	equipment parts-Shop	\$32.21
Kruege Air, Inc.	equipment parts-Shop	\$2,762.33
Kwik Trip, Inc.	unleaded & diesel fuel-All Depts.	\$26,583.04
LJP Enterprises of St. Peter	wire baling & gaylords-Sanitation	\$210.00
LJP Waste & Recycle	transportation charges-Sanitation	\$358.40

# CLAIMS CONTINUED

Lager's of Mankato, Inc.	equipment parts-Shop	\$354.11
LEEP	10% gambling disbursement	\$500.00
MAGFA	10% gambling disbursement	\$500.00
MNMYF Football	10% gambling disbursement	\$500.00
MSCIC	registration fees for conference-Task Force	\$300.00
Mac Tools Distributor	equipment repair-Shop	\$111.67
Mac Queen Equipment, Inc.	equipment parts-Sewer Dept.	\$1,629.37
Mankato Area 77 Lancers	10% gambling disbursement	\$500.00
Mankato Area Lacrosse Program	10% gambling disbursement	\$500.00
Mankato Area Public Schools Dist #77	10% gambling disbursement	\$2,000.00
Mankato Bearing Co.	equipment parts-Street Dept.	\$39.76
Mankato Ford, Inc.	equipment parts & tire repair-Police & Insp	\$437.57
Mankato Oil & Tire Co.	equipment parts-Task Force	\$21.50
Mankato Public Schools	transportation for special programs-Library	\$57.75
Mankato United Soccer Club	10% gambling disbursement	\$500.00
Matheson Tri-Gas, Inc.	welding supply-Shop	\$23.52
Mayo Clinic Health System	DOT physical-Street Dept.	\$143.00
McGowan Water Conditioning	equipment parts & salt for softener-Library	\$232.45
Minnesota Iron & Metal Co.	supplies & equipment parts-Shop & Park Depts.	\$112.52
Minnesota Dept. of Labor & Industry	inspection fees for air pressure tanks-All Depts.	\$110.00
Minnesota Pipe & Equipment	equipment parts & meters-Sales Tax Const, Wtr & Swr	\$15,167.42
Minnesota Valley Testing Lab	water testing-Water Dept.	\$158.75
Minnesota Waste Processing Co.	processing fees-Sanitation	\$22,741.12
MRCI	wages for MRCI employees-Sanitation	\$10,846.00
MTI Distributing, Inc.	equipment parts-Mun Bldg	\$465.34
Murray, Laura	October blog post-Library	\$140.00
Nicollet County Auditor/Treasurer	right-of-way interchange 14/41-2011 Construction	\$317,629.37
North Central International	equipment parts-Street Dept.	\$441.24
North Mankato Motor Vehicle Registrar	CBD grant-Sales Tax Fund	\$1,788.00
Old Dominion Brush Company	equipment parts-Street Dept.	\$1,082.61
OverDrive, Inc.	downloadable audio/ebooks-Bookmobile	\$1,065.06
Overhead Door Co. of Mankato, Inc.	overhead door repair-Caswell	\$79.73
Paragon Printing, Mailing & Specialties	printed materials-Inspection	\$358.78
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$177.90
Plunkett's Pest Control, Inc.	professional service-Street Dept.	\$100.50
Ramy Turf Products	grass seed-Street & Park Depts.	\$132.52
River Bend Business Products	copier maintenance-Library	\$84.55
River Valley Foundation	10% gambling disbursement	\$2,000.00
Safety-Kleen Systems, Inc.	clean drain pit-Water Dept.	\$1,572.50
Santa Anonymous	10% gambling disbursement	\$500.00

# CLAIMS CONTINUED

Schwicker's	HVAC-Capital Facilities	\$94,000.00
Select Account	November participant fee-Unallocated	\$100.65
South Central College Foundation	10% gambling disbursement	\$1,300.00
SPS Companies	plumbing supplies-Street & Sales Tax Construction	\$271.89
Southern Minnesota Construction	rock for soccer fields-Sales Tax Construction	\$16,867.93
Suburban Tire Wholesale, Inc.	tires-Inspection	\$661.98
Superior Concrete	concrete-Storm Water	\$355.36
Titan Machinery	equipment parts-Street Dept.	\$67.80
Thorne, Clara	travel expenses for HUD training-Finance	\$237.45
Tire Associates	tires-Street, Police & Park Depts.	\$5,038.26
Tool Sales Co.	supplies-Street Dept.	\$43.22
Toys for Tots	10% gambling disbursement	\$500.00
TruGreen	weed control-Caswell & Park Depts.	\$805.31
Turfwerks	equipment parts-Caswell	\$272.22
Turning Point Management, Inc.	professional service-Admin	\$5,500.00
Ulrich Acres Excavating	equipment rental Caswell North soccer fields-Sales Tax	\$1,000.00
US Postal Service	postage-All Depts.	\$3,000.00
Viking Fire & Safety	service fire extinguishers-Bldg, Police, Shop & Library	\$393.21
Viking Electric Supply	HVAC electrical supplies-Capital Facilities	\$397.01
Wayne's Auto Body, Inc.	body work & paint-Street Dept.	\$831.74
Wells Fargo Bank	administration fees on bonds	\$3,100.00
Werner Electric Supply	electrical supplies-Swim Fac, Cap Fac, Sewer & Sanit	\$499.64
Westman Freightliner	equipment parts-Street Dept.	\$169.13
Wiecking Copy Shop	copies-Library	\$9.60
YMCA Big Brothers, Big Sisters	10% gambling disbursement	\$500.00
YMCA Youth in Government	10% gambling disbursement	\$500.00
Zellmer, Gary	pay for election judge	\$64.00
Sullivan, David	pay for election judge	\$52.00
Schmidt, Melanie	pay for election judge	\$128.00
Joel, Cher	pay for election judge	\$60.00
Madson, Norman	pay for election judge	\$64.00
Hudson, David	pay for election judge	\$139.50
Westphal, Margaret	pay for election judge	\$64.00
Klute, Susan	pay for election judge	\$124.00
McGee, Theresa	pay for election judge	\$64.00
Klaseus, Lorraine	pay for election judge	\$64.00

# CLAIMS CONTINUED

Shult, Bonnie	pay for election judge	\$60.00
McGee, Sidney	pay for election judge	\$64.00
Mork, Kathy	pay for election judge	\$122.00
Mork, Steven	pay for election judge	\$146.25
Etzell, Karen	pay for election judge	\$64.00
Goettl, Michele	pay for election judge	\$153.00
Michels, Betty	pay for election judge	\$130.00
Kemp, Janis	pay for election judge	\$128.00
Johnson, Janet	pay for election judge	\$66.00
Wegscheid, Robert	pay for election judge	\$144.00
Zoet, Zachary	pay for election judge	\$64.00
Smith, Kimberly	pay for election judge	\$66.00
Midler, Mark	pay for election judge	\$58.00
Schilling, Elaine	pay for election judge	\$148.50
Steele, Ramona	pay for election judge	\$64.00
Tungsvik, Byron	pay for election judge	\$130.00
Sturm, Marlys	pay for election judge	\$80.00
Norland, Dorothy	pay for election judge	\$52.00
Bastian, Bernard	pay for election judge	\$96.00
Mundell, Michelle	pay for election judge	\$52.00
Wilson, Rose	pay for election judge	\$64.00
Lovik, Carolyn	pay for election judge	\$64.00
Lovik, Roger	pay for election judge	\$64.00
Sullivan, Patricia	pay for election judge	\$58.00
Rosin, Travis	pay for election judge	\$128.00
Wiederich, Wanda	pay for election judge	\$80.00
Eilders, Marcella	pay for election judge	\$80.00
Smith, Michael	pay for election judge	\$64.00
Boruff, Carol	pay for election judge	\$140.00
Nere, Mary	pay for election judge	\$80.00
Neir, Helen	pay for election judge	\$64.00
Anderson, Dorothy	pay for election judge	\$64.00
Hooey, Patricia	pay for election judge	\$64.00
Johnson, Jean	pay for election judge	\$64.00
Johnson, Lowell	pay for election judge	\$64.00
Meyer, Robert	pay for election judge	\$64.00
Middleton, James	pay for election judge	\$66.00
Ziebarth, Renee	pay for election judge	\$128.00
Anderson, Judy	pay for election judge	\$64.00
Kassuelke, Sally	pay for election judge	\$58.00



## CLAIMS CONTINUED

Kaufman, Cindy	pay for election judge	\$128.00
Ulmen, Anthony	pay for election judge	\$135.00
Ehrke, Chris	pay for election judge	\$136.00
Hooge, Alice	pay for election judge	\$60.00
Salzwedel, Debra	pay for election judge	\$64.00
Halstead, William	pay for election judge	\$144.00
Schultz, Carol	pay for election judge	\$64.00
Schultz, Roy	pay for election judge	\$64.00
Hirvela, James	pay for election judge	\$120.00
Seigler, Claude	pay for election judge	\$64.00
Total		<u>\$1,018,772.28</u>

# CLAIMS CONTINUED

General	\$79,207.39
Library	\$5,501.85
Bookmobile	\$2,356.40
Community Development	\$398.11
Local Option Sales Tax	\$1,788.00
Contingency	\$180.99
Port Authority	\$1,027.88
Capital Facilities & Equipment Replacement-General	\$95,143.82
Port Authority Tax Increment Project Fund	\$150.60
Equipment Certificate of Indebtedness	\$63,350.00
Local Option Sales Tax Bonds	\$233,556.25
GO Improvement Bond of 2004	\$400.00
GO Improvement Bond of 2005	\$280.00
GO Improvement Bond of 2010	\$37,675.00
GO Refunding Bond of 2010	\$400.00
GO Port Authority Revenue Bonds of 1993A, 1994A, 1998A	\$1,100.00
Local Option Sales Construction	\$42,722.31
2011 Construction	\$317,673.70
Water	\$30,794.03
Sewer	\$4,805.81
Sanitary Collection	\$41,937.85
Storm Water	\$34,523.86
Public Access	\$3,058.36
Public Access Equipment Replacement	\$1,227.03
Minnesota River Valley Drug Task Force	\$2,413.04
10% Gambling Contribution Fund	\$14,800.00
Tactical Response Team	\$2,300.00
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Total	<u>\$1,018,772.28</u>

PORT AUTHORITY INVOICES  
FOR REGULAR COUNCIL MEETING OF NOVEMBER 19, 2012

Verizon Wireless	cell phone bill-Port Authority	\$52.77
Connect Business Magazine	ad-Port Authority	\$479.00
Free Press	ads-Port Authority & Port Authority TIF	\$306.22
Kennedy & Kennedy Law Office	legal services-Port Authority	\$333.50
Petty Cash, Clara Thorne	petty cash item-Port Authority	\$6.99
Wells Fargo Bank	administration fee-GO Port Auth Revenue Bonds	<u>\$1,100.00</u>
Total		<u><u>\$2,278.48</u></u>

List of Port Authority Bills in the Amount of \$2,278.48

Council Meeting of November 19, 2012

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Mayor Mark Dehen

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Council Member Bill Schindle

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Council Member Diane Norland

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Council Member William Steiner

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Council Member Robert Freyberg

List of Bills in the Amount of \$1,018,772.28

Council Meeting of November 19, 2012

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Mayor Mark Dehen

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Council Member Bill Schindle

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Council Member Diane Norland

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Council Member William Steiner

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Council Member Robert Freyberg