

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on March 18, 2013. The Mayor called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for the meeting, Mayor Dehen, Council Members Norland, Freyberg, Spears and Steiner, City Administrator Harrenstein, Finance Director Thorne, City Clerk Gehrke, Attorney Kennedy, Engineer Malm and Planner Fischer.

Approval of Agenda

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

Approval of Minutes

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council meeting of March 4, 2013. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen, aye; no nays. Motion carried.

Correspondence

Letter from U.S. Department of Housing and Urban Development

Mayor Dehen referenced a letter from the U.S. Department of Housing and Urban Development (HUD) reporting that due to the sequestration order on March 1, 2013 approximately \$85 billion in budgetary resources were canceled across the Federal Government for the remainder of the fiscal year. Further information will be forthcoming as to how these budget cuts will impact North Mankato programs.

Open the Meeting to the Public for the First Time

Stacey Valenzuela, 14 Benson Trail

Stacey Valenzuela, 14 Benson Trail, appeared before the Council and expressed her concern regarding the new housing that is planned on Rolling Green Lane and asked why the neighbors were not informed of this proposed housing project.

Denny Savick, 810 Belgrade Avenue

Denny Savick, 810 Belgrade Avenue, appeared before the Council and welcomed the new City Administrator and asked the status of the refuse and recycling contract. The Mayor reported that Council Member Spears has been tasked with studying the refuse and recycling contract, looking at improvements and options including single sort recycling. The Mayor also stated the refuse and recycling contract is in place with Hansen Sanitation through December 31, 2013. In response to questions regarding the Recycling Center, the Mayor reported that North Mankato is in partnership with Nicollet County on the Recycling Center.

Phil Henry, 1300 Noretta Drive

Phil Henry, 1300 Noretta Drive, appeared before the Council and asked where the 2012 HUD money was allocated. Planner Fischer reported the HUD money was allocated to assist in the relocation of a house to Christenson Street which has not occurred at this time.

Sean Jamison, 2164 Rolling Green Lane

Sean Jamison, 2164 Rolling Green Lane, appeared before the Council and reported he moved to this location 1-1/2 years ago and is concerned the proposed housing development on Rolling Green Lane will affect their calm neighborhood.

Roger Skrukrud, 10 Benson Trail

Roger Skrukrud, 10 Benson Trail, appeared before the Council and stated his concern about the increased traffic the proposed housing development on Rolling Green Lane would create stating his children walk six blocks to the bus stop.

Barb Church, 102 E. Wheeler Avenue

Barb Church, 102 E. Wheeler Avenue, appeared before the Council and stated the *Free Press* article of Sunday, March 3, 2013 said it all about the Marigold Project. She expressed her concern regarding traffic, pedestrians, safety, soil correction and stated the Port Authority Commission and the developer created the problem. She also referenced the size and height of the project stating the City Code is in place to protect residents.

Denny Savik, 810 Belgrade Avenue

Denny Savik, 810 Belgrade Avenue appeared before the Council and stated the Council cannot violate the City Code and he will join the threat to sue the City if the project is allowed to go forward.

Attorney Kennedy stated that a threatened lawsuit is a non-factor when making the decision regarding variances and the Council's action should be based on facts. The legal position is that discussion of any potential lawsuits should take place in a closed session.

Bess Tsaouse, 136 Mary Circle

Bess Tsaouse, 136 Mary Circle, appeared before the Council and welcomed the new City Administrator. She stated the need for a strategic plan to be in place prior to the Marigold Project going forward. She also referenced the Benson West development and again urged the City Administrator to start working on a strategic plan.

Tom Hagen, 927 Lake Street

Tom Hagen, 927 Lake Street, appeared before the Council and referenced his background on Envision 2020 and stated that North Mankato needs to consider development such as Mutch's Hardware and Dino's Pizza which attract visitors because of their specialties. He also stated that a farmer's market and a park would be a good use of the Marigold property and that he would like to see the process opened to give a voice to the public.

Nicollet County Board Actions

The Mayor reported that March was proclaimed as Women's History Month in Nicollet County.

Consent Agenda

Council Member Spears moved, seconded by Council Member Norland, to approve the Consent Agenda which include:

1. Payment of Bills and Appropriations.

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

Staff Reports

City Planner

Minutes of March 14, 2013 Planning Commission Meeting

The Council accepted the minutes of the March 14, 2013 Planning Commission meeting.

Preliminary and Final Plat of Benson West

Planner Fischer presented the preliminary and final plat of Benson West reporting the applicants are proposing to replat Outlot A, Rolling Green Addition No. 3 to accommodate the development of multiple-family dwellings between Lookout Drive and Rolling Green Lane. The proposal consists of 6 six-unit and 15 four-unit dwellings for a total of 96 units on 10.76 acres of undeveloped property. Planner Fischer summarized the City Code requirement relating to the OR-1, Office-Residential zoning district which permits one-, two- and multi-family housing stating that the Benson West development proposal meets the design standards set forth in the City Code and meets all applicable requirements with the exception of the minimum lot frontage on Lot 3, Block 1. The proposed layout of the development consists of twenty-one (21) individual lots and Outlot A. Each lot either has a four-unit or six-unit residential dwelling with Outlot A reserved for parking and green space. Warren Smith, Survey Services, appeared before the Council and reported the development meets or exceeds the requirement for parking reporting each unit has the equivalent parking of 2-1/2 cars. Mr. Smith presented the Council with a rendition of a townhome unit reporting the units look like side-by-side twin homes and are an up/down split. A 60' wide City street right-of-way is planned and larger area utilities are in place. Mike Drummer, developer, appeared before the Council and answered questions regarding the proposed rent for the units. Mr. Drummer reported the projected rent for a two-bedroom unit is \$950 and \$1,100 for a three-bedroom unit. He also noted that each unit would have their own washer/dryer. Mr. Drummer referenced an earlier proposal for housing for college students, however, these units will not be marketed to college students but rather to families. Council Member Spears asked if a market study has been completed to ascertain the need for rental units in the area. Mr. Drummer reported that he commissioned a market study which stated that 500 apartments will be needed over the next five years. Council Member Steiner noted that zoning has not changed in this area since it was originally zoned. Engineer Malm reported traffic would be the same as any typical residential street and that sidewalks are in place on the east side of the street. Council Member Norland suggested before purchasing property, individuals should educate themselves regarding zoning of adjacent properties. In response to a question regarding notification of the proposed development, Planner Fischer reported that since the proposed project does not require rezoning, any variances or conditional use permits, a notice of hearing published in the official newspaper was the only notification requirement. Planner Fischer reported the Planning Commission reviewed and recommended approval of the preliminary and final plat of Benson West contingent on the driveway on Lot 3, Block 1 meeting applicable setbacks and that Lot 3, Block 1 is allowed having 40 feet of frontage on Cottonwood Circle. **Council Member Freyberg moved, seconded by Council Member Norland, to approve the preliminary and final plat of Benson West as recommended by the Planning Commission. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen, aye; no nays. Motion carried.**

Z-3-13, Request to Rezone 2107 North Ridge Drive from R-1, One-Family Dwelling to R-2, One- and Two-Family Dwelling

Planner Fischer presented a request from Darcy Wennes, Belle House, to rezone 2107 North Ridge Drive from R-1 to R-2 for the purpose of using the home as a duplex. He summarized the current use of the home, the previous request from the applicant for a Reasonable Accommodation to allow up to eight (8) unrelated persons which was denied by the Planning Commission and City Council in September of 2012 and the rezoning policy adopted by the Council in December 2012. Planner Fischer stated that while criteria 1 and 2 within the rezoning policy have been met, criteria 3 has not been met due to the fact the dwelling has not been continually used and licensed as a multiple-family dwelling. The applicant, Darcy Wennes, was in attendance at the meeting and appeared before the Council. Mr. Wennes stated the home has never been a single-family dwelling, that it was built as a duplex and although it was for a period of time used as a single-family dwelling by removing doors, it has always been a duplex. Commissioner Spears stated this is an entrepreneur who is trying to conduct business in North Mankato; however, this is a case where the purchaser did not research the zoning requirements. Council Member Spears stated this should have been granted a Reasonable Accommodation. Attorney Kennedy reported considerable time was spent developing the policy due to the downzoning in 2005 and instituting the three-prong test. Planner Fischer reported the Planning Commission reviewed Z-3-13 and recommended denial based on the fact the request is not consistent with the rezoning policy as the dwelling has not been continually used and licensed as a multiple-family dwelling. **Council Member Norland moved, seconded by Council Member Steiner, to approve Z-3-13 to rezone 2107 North Ridge Drive from R-1, One-Family Dwelling to R-2, One- and Two-Family Dwelling. Vote on the motion: Norland aye; Freyberg, Spears, Steiner and Dehen, nay. Motion failed.**

V-1-13, Request for Lot Area, Lot Width, Setback and Lot Coverage Variances at 400 Wall Street

Planner Fischer presented V-1-13, a request from the North Mankato Port Authority and Vanyo Moody for variances to accommodate the development of an apartment complex at 400 Wall Street. He reported the developer, Vanyo Moody, was in attendance at the meeting. Planner Fischer gave background information reporting the variance requests were presented to the Council in February 2013 and tabled in order to allow time for the City Attorney to render a legal opinion regarding the variances. Planner Fischer reported no changes have been made to the original request for variances. Attorney Kennedy reported that at the request of the Council he prepared an analysis of the variance request reporting everyone agrees there is a practical difficulties test and that Findings of Fact should be stated voting for or against the variance. Attorney Kennedy also stated that approval of variances is specific to this location and this building and variances are unique to a particular location. He stated that this is not a rezoning but the zoning plan could be amended and apartments could be a permitted or a conditional use in the Central Business District (CBD).

Council Member Norland thanked Attorney Kennedy for the information and reported she would like to present her rebuttal to Council Member Freyberg's Findings of Fact:

Rebuttal to the facts, opinions and interpretations in Council Member Freyberg's Findings of Fact:

3. Freyberg: At the same meeting (January 10, 2013 Planning Commission meeting) I asked things relating to the role of the planning commission and the attorney forwarded his response. Item 4 in his response states "The Planning Commission may recommend a variance from the provisions of this chapter when" However, the rest of this sentence is important and it

reads in entirety City Code 155.10 "The Planning Commission may recommend a variance from the provisions of this chapter when, in its opinion, undue hardship may result from strict compliance. In granting any variance, the commission shall prescribe only conditions that it deems necessary to or desirable for the public interest." It does not state for the developer's interest.

Norland: Yes, the Planning Commission cannot set up clearly unworkable conditions in variances for the purpose of keeping out a development and must focus on public interest. So the question remains what is the Commission's interpretation and opinion of the public interest? It is in the public interest to get this gap in the downtown redeveloped as well as the others because it will grow into a lively active downtown and be an asset to the community. It will be good for businesses downtown who are also our neighbors. I recommend that you go to the SmartGrowth America website for more information. High density housing is a response to changing demographics in our country and this community. High density housing is credited with being a very efficient use of infrastructure as well as cutting down on suburban sprawl. So this type of development serves the public interest in a variety of ways.

Freyberg: On 2/14/2013 Knutson stated that the code is "out of date". Code is established by comprehensive land use management or in the absence of a plan, zoning is used instead. Code relative to land management does not get out of date. Land use and zoning can be changed requiring the alternative codes to be in place. Consistency of code is what people building or buying homes and businesses rely on.

Norland: Yes, code does go out of date. Cities use changes in code and zoning to create industrial parks out of agricultural land as has happened both in Mankato and North Mankato. The CBD description first came forward sometime in the 60s. Times change. Philosophy changes.

Freyberg: On 2/14/2013 the statutory "three practical difficulties" were read. However, one line of the actual statute was omitted. This is that line: 2012 Minnesota Statute 462.357 Subdivision 6. Appeals and adjustments. "Economic considerations alone do not constitute practical difficulties." On 2/14/2013 the variances being requested were deemed necessary for Mr. Moody's project to be financially or economically feasible.

Norland: Note the use of the word "alone." The variances were also requested so that they met site design requirements.

Freyberg: On 2/14/2013 the planning commission suggested that a soil correction is a reason to pass one of the difficulties tests. According to the developers agreement the Port Authority will be paying for the soils corrections, so this no longer is a difficulty to Mr. Moody.

Norland: Of course, the soil problems are one of the difficulties of this project. The fact that the soil problems will be solved does not negate the fact that they have been problems to this project. The city's agreeing to correct the soil demonstrates the public-private partnership needed to develop this land. If the situation had not been difficult, redevelopment would have happened a long time ago.

Freyberg: On 2/14/2013 Tom Hagen, who was co-chair of Envision 2020 stated that the Marigold project does not meet the criteria of Envision 2020.

Norland: Actually, I was a participant of the Envision 2020 planning project and, yes, Marigold project does meet the Envision 2020 criteria . I refer you to the 2006 Final Report, pages 21 - 24 and 27 and 28. To the contrary, the mini-visions, goals and rationale and action steps describe the development and redevelopment of urban villages, the use of mixed use zoning and the increasing of allowable housing densities, the amending of codes and support of development projects. The Envision 2020 group looked at lower Mankato and lower North Mankato as the "City Center" with all of these strategies applying. The City Center language means both entities. Therefore, the Marigold site should not be considered alone, but as part of the 180 block area of the City Center.

Freyberg: Handbook For Minnesota Cities by the League of Minnesota Cities Chapter 14 Section 3 Making a Record and Judicial Review (updated 9/18/2012) states; A decision making body cannot use vague and speculative opinions as a basis for a decision. This also applies to unsubstantiated concerns from citizens. However, expert testimony supporting the citizens' point of view may not be necessary if there is a factual basis for the opposition. Citizen Barb Church's testimony is factual direct quotes from Code and Statutes as well as those from Bess Tsaouse. Tom Hagen's factual comments come from his experience as a co-chair with Envision 2020.

Norland: Earlier testimony is, indeed, based on facts from the Code. That doesn't mean that the code can't be changed to meet the new situation. As time and viewpoints changed, so did the laws and codes.

Freyberg: The significance of this is found in the granting of TIF which is the request that will be made following the passing of the variance requests. 2012 Minnesota Statutes section 469.175 Subd 3. Municipality approval paragraph 2 states "that, in the opinion of the municipality: (i) the proposed development or redevelopment would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. Therefore, the council needs this information recorded in their findings, to demonstrate the "but for". We can only determine the need by seeing the numbers.

Norland: The fact that the city has been working at developing this area into a more attractive and vigorous downtown for nearly 20 years answers the "but for" issue.

Norland: Practical Difficulties:

1. REASONABLE USE: The property was a dairy and then it stood empty for many years. it was a big building. That many units are a reasonable and efficient use of the property. Community redevelopment has developed over the years to higher density housing due to its environmental and economic benefits.
2. The soil problems were not caused by the developer and therefore were a difficulty that had to be overcome. The public and private sectors are working together to overcome this one. But it was a practical difficulty within this project.

3. The business district of lower north is part of the whole river valley business district, i.e. lower Mankato and lower North Mankato. We are one - our higher density building would balance with the grain elevator and the other newer high density developments in lower Mankato. If you look at the whole valley from a bird's eye view, you can see a bigger picture than lower north only.

All of this is about growing an even better city than we already have. Over recent years our economic strategies have brought in many good paying jobs and kept others; the central business district is beginning to blossom slowly. And we must keep up the momentum - this is about building for the future and not letting fears get in our way.

As many of you know, my husband has cancer. His favorite mantra is from the movie, *Shawshank Redemption*. "We have to get on with living, or get on with dying." I think that applies here.

Council Member Freyberg stated that he stands on his Findings of Fact presented at the February 19, 2013 City Council meeting.

Council Member Spears presented his proposed Findings of Fact: 1) The proposed Marigold development is located in the Central Business District. 2) Section 156.045, paragraph A of the North Mankato City Code regarding the Central Business District reads: "The Central Business District is intended to establish a district for the purpose of providing a high density shopping environment with special emphasis on pedestrian traffic." 3) The above paragraph states the general purposes and intent of North Mankato City Code Section 156.045. 4) Minnesota Statute 462.357 Subdivision 6 Paragraph 2 reads: To hear requests for variances from the requirements of the zoning ordinance including restrictions placed on nonconformities. Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction as defined in section 216C.06, subdivision 14, when in harmony with the ordinance. The board of appeals and adjustments or the governing body as the case may be, may not permit as a variance any use that is not allowed under the zoning ordinance for property in the zone where the affected person's land is located. The board or governing body as the case may be, may permit as a variance the temporary use of a one family dwelling as a two family dwelling. The board of governing body as the case may be may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. 5) The proposed Marigold development will neither provide high density shopping nor enhance pedestrian traffic. Council Member Spears asked the following questions: How will this development enhance pedestrian traffic? How will this development provide high density shopping? What circumstance, unique to this property is the cause of the "developer's" plight? How will covering this property with a massive

building and paved parking not alter the character of the locality? Have not the reasonable uses for property in the CBD been spelled out in the permitted uses?

Council Member Steiner stated the Marigold property is an odd shaped lot, no businesses have built there since the property was available 23 years ago. He stated he lives near an 8-story apartment building in the 600 Block of Nicollet Avenue. He also stated this fits into the E2020 plan for the Mankato/North Mankato City Center.

Mayor Dehen stated this project has been long discussed and become emotionally charged over the course of the last year. Practical Difficulties: 1) Is this a reasonable use for this property? The Central Business District is zoned to promote high density usage. Many of the existing buildings already include multiple apartments. Of the available alternatives for the highest and best use for the development of this property would be for a multi-family residential unit. This is in keeping with the Envision 2020 Community Planning KPA strategy to increase allowable housing densities and is a step toward the espoused urban village concept. 2) The unique circumstances of this property include: a. Soil stabilization requirements; b. Drainage issues of this lot and the surrounding properties; c. Positioning of the lot as a transition zone from the Commercial Business District and abutting residential area. 3) The essential character of the area: a. If one reviews this lot in context of the Central Business District corridor as depicted in the expanded I & S model you will notice that this project is not the largest or most dense multi-family residential unit in lower North Mankato, as we are only a few blocks from Koppen Gardens. Further, if you consider the Central Business District in the context of the 180 block included in the City Center Partnership, this project is in keeping with the market trends occurring throughout the downtown area. However, as this project is completely different from that previously proposed and the City and market circumstances have evolved, the Mayor reported he has asked the City Administrator to review the previous Development Agreement and amend it accordingly, at which time it will be presented to the Council for their review. He also requested a Letter of Performa from the developer's bank.

Council Member Norland moved, seconded by Council Member Steiner to approve V-1-13, a variance for lot area, lot width, setback and lot coverage variances at 400 Wall Street as recommended by the Planning Commission. Vote on the motion: Norland, Steiner and Dehen, aye; Freyberg and Spears, nay. Motion carried.

Set Public Hearing for 2013 Community Development Block Grant (CDBG) Action Plan

Planner Fischer reported it is necessary to set and hold a public hearing to approve a 2013 Action Plan for the use of HUD entitlement funds. He reported that while our 2013 CDBG allocation is unknown at this time, it is expected to be less than the \$58,591 allocation in 2012. Planner Fischer reviewed eligible uses of CDBG funds which include but are not limited to: activities related to housing, public facilities, economic development and assistance to community-based organizations. He added that CDBG funds may be used for the development of comprehensive plans and requested direction from the Council regarding the use of these funds. Council Member Norland stated that she believes a North Mankato Comprehensive Plan has been started and would be a good place to continue. Council Member Spears stated the HUD funds should be looked at as a windfall. **Council Member Steiner moved, seconded by Council Member Norland, to set a public hearing for 7 p.m. on Monday, April 15, 2013, to consider approval of the 2013 Community Development Block Grant Program (CDBG) Action Plan. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen, aye; no nays. Motion carried.**

City Clerk**Res. No. 23-13 Approving Loyola Booster Club Gambling License to Conduct Lawful Gambling at Big Dog Sports Café, 1712 Commerce Drive**

Clerk Gehrke presented a request from the Loyola Booster Club for a gambling license to conduct lawful gambling at Big Dog Sports Café, 1712 Commerce Drive. Clerk Gehrke reviewed the requirements for a gambling license noting that 40 percent of the members must be North Mankato residents or 80 percent of the members must reside in the Mankato School District in order to qualify to conduct gambling in North Mankato. She reported the Loyola Booster Club meets the 80 percent requirement. **Council Member Freyberg moved, seconded by Council Member Norland, to adopt Resolution No. 23-13 Approving Loyola Booster Club Gambling License to Conduct Lawful Gambling at Big Dog Sports Café, 1712 Commerce Drive. Vote on the Resolution: Norland, Freyberg, Spears and Steiner, aye; Dehen abstained; no nays. Motion carried.**

Report from Council Members**Council Member Norland**

Council Member Norland reported the St. Peter Area League of Women Voters with the assistance of the Nicollet County Historical Society will hold a presentation regarding ground water supply and conservation in Southern Minnesota "Beneath the Surface" at the Treaty Site History Center at 7 p.m. on Thursday, March 21, 2013. This event is free and open to the public.

Report from Mayor**Appointment to U.S. Highway 169 Corridor Coalition**

Mayor Dehen reported it is necessary for a North Mankato representative to serve on the U.S. Highway 169 Corridor Coalition. Council Member Freyberg volunteered to serve as the representative. Engineer Malm reported that he also attends the U.S. Highway 169 Corridor Coalition meetings on behalf of North Mankato.

North Mankato Bicycle Commission

The Mayor presented minutes of the February 27, 2013 North Mankato Bicycle Commission meeting reporting the Commission has prepared a City of North Mankato Bicycle Action Plan. He also presented a resolution adopting a policy for enhancement of bicycle facilities within the City of North Mankato. After review of the policy and resolution, this item was moved to the April 1, 2013 Council meeting to allow additional time for review by the City Engineer and City staff.

North Mankato Community Read 2013

Mayor Dehen reported the North Mankato Community Read 2013 is *Chasing Lincoln's Killer* by James L. Swanson. Events pertaining to this read will be held on March 21, March 26 and April 4.

Open the Meeting to the Public for the Second Time**Darcy Wennes, 2107 North Ridge Drive**

Darcy Wennes, 2107 North Ridge Drive, appeared before the Council and asked that a Request for Reasonable Accommodation be placed on the next City Council agenda. Administrator Harrenstein requested that Mr. Wennes contact staff regarding this request.

There being no further business, the meeting was adjourned at 9:02 p.m. on a motion by Council Member Steiner, seconded by Council Member Norland. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen, aye; no nays. Motion carried.

Mayor

City Clerk

THESE ARE DRAFT MINUTES AND NOT YET APPROVED BY THE BOARD

OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF NICOLLET
March 26, 2013

The Nicollet County Board of Commissioners met in regular session on Tuesday, March 26, 2013 at 9:00 a.m. with Chair David Haack presiding. Commissioners Marie Dranttel, Dr. Bruce Beatty, James Stenson, and Jack Kolars were present. Also present were County Attorney Michelle Zehnder Fischer, County Administrator Ryan Krosch, Auditor-Treasurer Bridgette Kennedy, and Recording Secretary Margo Brown.

Upon a motion by Commissioner Stenson and seconded by Dranttel, it was moved to approve the minutes of the March 12, 2013 Board meeting. The motion carried unanimously.

Upon a motion by Commissioner Dranttel and seconded by Kolars, it was moved to approve the County bills as presented. On a roll call vote, all Commissioners voted yes and the motion carried unanimously.

Social Services Director Joan Tesdahl appeared before the Board to request approval of the Social Service bills. Upon a motion by Commissioner Stenson and seconded by Beatty, it was moved to approve the Social Services bills as presented. On a roll call vote, all Commissioners voted yes and the motion carried unanimously.

Public Health Director Mary Hildebrandt appeared before the Board to request approval of the proposed policy for the use of equipment from the loan closet. Upon a motion by Commissioner Beatty and seconded by Dranttel, it was moved to accept the recommendation of the Public Health Director and approve the proposed policy for residents using equipment from the loan closet, as prepared by the Public Health Office and include this information in the County Fee Schedule. The motion carried unanimously. A copy of this policy is on file with the Public Health office.

Public Works Director Seth Greenwood addressed the Board to request approval of a MnDOT agreement. Upon a motion by Commissioner Kolars and seconded by Beatty, it was moved to accept the recommendation of the Public Works Director and approve the MnDOT Master Partnership Agreement #03200, the associated resolution and authorize appropriate signatures on the document. The motion carried unanimously.

Whereas Minnesota Counties have had to rely increasingly on the property tax to maintain roads and bridges; and

Whereas the annual funding gap for counties has resulted in deferring basic maintenance, delaying expansion projects with resulting safety concerns, mounting congestion, and missed economic growth for businesses and commuters; and

Whereas the rural road networks in the state should be adequate to bring goods to market; and

Whereas transportation-related jobs put over \$2.8 billion in the pockets of Minnesotans and generated almost \$195 million in income tax revenue in 2011; and

Whereas according to the Federal Highway Administration, (FHWA) every \$1 billion invested in highway construction would support approximately 27,800 jobs; and

Whereas the overall transportation and transit needs for Minnesota exceed \$2.5 billion dollars per year for the next twenty years; and

Whereas transportation funding comes primarily from user fees and are constitutionally dedicated to transportation purposes; and

Whereas the wheelage fee and local option sales tax for transportation should be options for all county boards to implement to meet their specific county needs; and

Whereas a comprehensive transportation solution should include funding for roads, bridges and transit, and address the varying needs in different parts of the state;

Now therefore be it resolved that the Nicollet County Board of Commissioners encourages the Minnesota Legislature to pass and the Governor to sign a bill that brings adequate funding to Minnesota's statewide transportation system.

Director Greenwood discussed and requested approval of an amendment to a FEMA sub-grant agreement. Upon a motion by Commissioner Stenson and seconded by Beatty, it was moved to accept the recommendation of the Public Works Director and approve the amendment to the State of MN sub-grant agreement for federal assistance. The motion carried unanimously.

At this time, Chair Haack recessed the County Board meeting and called the meeting of the Ditch Authority to order in order to consider matters as a County Ditch Authority.

The Public Works Director requested approval of a Drainage System Repair Report for County Ditch 90. Upon a motion by Commissioner Dranttel and seconded by Stenson, it was moved to accept the recommendation of the Public Works Director and approve the following drainage system repair report:

Report Number 13-1 County Ditch 90 Section 10-111-29

The motion carried unanimously.

At this time, Chair Haack adjourned the meeting of the County Ditch Authority and reconvened the County Board meeting.

Human Resources Director Jamie Haefner addressed the Board to provide information about several new and replacement hirings:

Sheriff David Lange has hired Alyssa Johnson as a 911 Dispatcher. Ms. Johnson begins her position on March 25, 2013 at a salary of \$15.43 per hour, which represents pay step 3 of pay grade 12 (of the 2012 scale).

Social Services Director Joan Tesdahl has hired Rachel Short to fill the vacant Support Enforcement Aide position. Ms. Short began her

position on March 18, 2013 at a salary of \$13.24 per hour which represents pay step 1 of pay grade 10.

No action is requested regarding these replacement hirings.

Human Resources Director Haefner also requested approval of several end of probation requests.

Social Services Director Joan Tesdahl has requested approval of an end of probation for Lacey Kietzer, Eligibility Worker, effective on March 15, 2013.

Environmental Services Director Mandy Landkamer has requested approval of an end of probation for Jon Hammel, Deputy Zoning Administrator, effective on April 3, 2013

Upon a motion by Commissioner Kolars and seconded by Stenson, it was moved to accept the recommendation of the Human Resources Director for the Social Services Director and Environmental Services Director and approve the end of probation requests for:

Social Services Eligibility Worker Lacey Kietzer, effective on March 15, 2013.

Environmental Services Deputy Zoning Administrator Jon Hammel, effective on April 3, 2013.

The motion carried unanimously.

Auditor-Treasurer Bridgette Kennedy addressed the Board to request approval of an application for abatement for homestead credit. Upon a motion by Commissioner Beatty and seconded by Kolars, it was moved to accept the recommendation of the Auditor-Treasurer and approve the application for abatement for David Wilking, 46034 478th Street, Nicollet MN for property located at parcel no. 09.010.0765 in Nicollet Township, for taxes payable in 2011 and 2012 in the amount of \$182.00. The motion carried unanimously.

Auditor-Treasurer Kennedy also requested that the Board set a public hearing date to discuss Judicial Ditch Sibley/Nicollet 1A. Upon a motion by Commissioner Beatty and seconded by Dranttel, it was moved to acknowledge receipt of a petition relating to Judicial Ditch SN 1A and set a public hearing date of Tuesday, May 14, 2013 at 1:00 p.m. for discussion of issues relating to this ditch system. The motion carried unanimously.

County Attorney Michelle Zehnder Fischer addressed the Board to request approval of contracts with attorneys to handle CHIPS and TPR cases. Upon a motion by Commissioner Beatty and seconded by Kolars, it was moved to accept the recommendation of the County Attorney and approve the contracts with Brad Peyton and Tom Hagen for handling issues relating to CHIPS and/or TPR cases. The motion carried unanimously.

County Administrator's report included information about the following items/meetings:

- Attended the AMC Legislative Convention

Commissioner and Chair David Haack reported on the following meetings:

- Report on a Traverse des Sioux Library meeting

The Commissioners reported on various past and future activities/meetings, including:

Commissioner Marie Dranttel

- Participated in the Women Celebrating Women banquet at which time Michelle Zehnder Fischer received the annual award. The Board congratulated her on this award.

Commissioner Bruce Beatty

- No report

Commissioner James Stenson

- Attended a Building Committee meeting – soil borings will be done on the adjacent property to verify ground issues prior to the construction of the proposed building project
- Attended the recent AMC Convention

Commissioner Jack Kolars

- Attended the AMC Legislative Convention

Upon a motion by Commissioner Kolars and seconded by Beatty, it was moved to approve the expenses and per diems for the meetings noted above during the Commissioner reports and/or listed on the Claims Listing, and authorize payment of those expenses and per diems by the Auditor-Treasurer's Office. The motion carried unanimously.

Auditor-Treasurer Kennedy noted that the Township Officers meeting will be coming up on April 3rd in Nicollet. She also informed the Board of an upcoming meeting for consideration of a TIF district in the City of St. Peter.

Commissioner Beatty noted an upcoming meeting on April 4, sponsored by the University of Minnesota – stating that at 11:30 a.m. a Raptor program will be put on by the U of M.

Representative Clark Johnson appeared at the Board meeting to visit with the Commissioners and provide an update on issues currently being handled at the legislature. Some of the issues discussed included the budget, appointment of county officers, correctional health costs, tax reform plans and proposals, website publication authorization, rural access to broadband, silica sand mining, property and sales tax, Highway 14, and other issues.

At this time, the Chair closed the Board meeting under the Open Meeting Law to discuss an issue relating to the purchase of a parcel of property. Prior to the meeting being closed Administrator Krosch announced that the property to be discussed during

the closed meeting is 621 South Minnesota Avenue, St. Peter, MN. Those present for the closed meeting were the County Board Members, County Attorney, County Administrator, County Auditor/Treasurer and Human Resources Director/Assistant to the Administrator Haefner.

Chair Haack reopened the regular meeting.

The Board considered a resolution provided to them by Public Works Director Seth Greenwood relating to support of new transportation revenue. Upon a motion by Commissioner Stenson and seconded by Kolars, it was moved to accept the recommendation of the Public Works Director and approve the resolution provided by the Association of Minnesota Counties in support of new transportation revenue. The motion carried unanimously.

Upon a motion by Commissioner Dranttel and seconded by Haack, it was moved to adjourn the meeting at 11:25 a.m. The motion carried unanimously.

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CLAIM REPORT
FOR REGULAR COUNCIL MEETING OF APRIL 1, 2013

A+ Security, Inc.	monitoring of alarm system-Public Access	\$63.96
Ameripride Services	gloves, mats, uniform & towel service-All Depts.	\$666.27
American Concrete	concrete-Park Dept.	\$212.33
American Payment Center	utility drop box rental-Sewer Dept.	\$93.00
American Public Works Association	2013 membership dues-Street Dept.	\$211.25
Audio Editions	supplies & audio books-Library	\$560.33
Baker & Taylor	books-Library & Bookmobile	\$31.98
Batteries Plus	supplies-Fire Dept.	\$54.25
Benco Electric Cooperative	electric bill-All Depts.	\$25,236.12
Better Housekeeping Vacuums, Inc.	supplies-Mun Bldg	\$19.24
Brandt Law Office	legal services-Attorney	\$242.00
C & S Supply Co., Inc.	equipment parts-Street, Caswell & Park Depts.	\$275.84
Caretakers of Mankato	snow removal-Public Access	\$233.00
City of Mankato	mass transit bill 2012 & wastewater fee for April 2013	\$112,553.17
Computer Technology Solutions, Inc.	equipment part-Police Dept.	\$13.42
Dehen, Mark	mileage-Mayor	\$110.18
DEMCO, Inc.	supplies-Library	\$354.81
Display Sales	flags-Street Dept.	\$477.82
Dittrich Mechanical & Fabrication	equipment repair-Street Dept.	\$35.00
Express Services, Inc.	temporary crossing guards-Police Dept.	\$630.49
Fastenal Company	equipment parts-Sewer Dept.	\$18.23
Ferguson Enterprises, Inc.	thermostat & supplies-Mun Bldg	\$102.38
Force America Distributing	equipment parts-Street Dept.	\$542.76
GM Contracting, Inc.	bore water line Wheeler Park building-Park Dept.	\$5,940.28
Gale Group	books-Library & Bookmobile	\$301.49
Great American Business Products	supplies-Park Dept.	\$672.40
Hansen Sanitation	refuse pickup-Sanitation	\$48,797.45
Harrenstein, John	moving expenses-Admin	\$150.90
Hawkins, Inc.	chemicals-Water Dept.	\$3,263.94
Hendley, Irma	refund water bill credit	\$16.14
Horvick, Inc.	equipment parts-Park Dept.	\$597.15
Ingram Library Service	books-Library & Bookmobile	\$1,638.75
Johnson, Lonnie	travel expenses-Water Dept.	\$44.73
LJP Enterprises, Inc.	trailer rent-Sanitation	\$600.00
Lakes Gas Company	LP gas-Sanitation	\$172.22

CLAIMS CONTINUED

Lawson Products	supplies-Street Dept.	\$709.39
Mankato Bearing Company	equipment parts-Park Dept.	\$30.56
Mankato Public Schools	transportation for special program-Library	\$57.75
Mantronics	ink for postage machine-Mun Bldg	\$263.96
Masterswitch IT	email license renewal-Contingency	\$1,380.81
Matheson Tri-Gas, Inc.	welding supplies-Shop	\$149.47
Menards-Mankato	supplies-Mun Bldg, Park, Library & Water Depts.	\$485.44
MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$2,414.02
MRCI	wages for MRCI employees-Sanitation	\$9,994.60
Minnesota State University	work study students-Library	\$100.70
Newman Signs	signs-Caswell & Park	\$156.05
North Mankato Firemen's Relief Assn	supplement benefits received State of Minnesota	\$1,956.00
Northern States Supply	supplies & Sawzall saw-Street Dept.	\$201.31
Odell, Jonathan	author fee & mileage-Library	\$600.00
Pet Expo Distributors	aquatic service-Library	\$40.00
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$88.88
Rahn Industries, Inc.	equipment parts-Caswell	\$565.81
Red Feather Paper Company	supplies-All Depts.	\$675.12
Reliance Electric of Southern Minn	furnace repair-Street Dept.	\$271.81
River Bend Business Products	copier maintenance & equipment parts-Bldg & Water	\$395.22
Scholastic, Inc.	books for community read-Library	\$1,200.00
Sherwin-Williams Company	paint & supplies-Water Dept.	\$163.57
South Central College	2013 Fire School-Fire Dept.	\$1,570.00
Southern Minnesota Construction	road sand-Street Dept.	\$279.03
SPS Companies, Inc.	equipment parts-Sewer Dept.	\$161.13
Staples Advantage	supplies-All Depts.	\$1,112.98
Toppers Plus, Inc.	equipment parts-Street Dept.	\$6.41
Toyota-Lift of Minnesota	equipment parts-Sanitation	\$261.81
Truffles, J.D. Catering	meals for elections-Admin	\$548.68
Upstart	supplies for summer reading program-Library	\$1,081.05
VanGenderen, April	supplies for Young Adult program-Library	\$72.13
Viking Electric Supply	electrical supplies-Mun Bldg & Street Lighting	\$173.63
Viking Fire & Safety	supplies-Police Dept.	\$12.78
Wenzel Auto Electric Company	equipment parts-Caswell & Bookmobile	\$167.97
Total		<u>\$232,281.35</u>

CLAIMS CONTINUED

General	\$82,569.37
Library	\$6,491.24
Bookmobile	\$232.71
Contingency	\$1,380.81
Port Authority State Revolving Loan Fund	\$2,414.02
Water	\$11,004.96
Sewer	\$65,938.84
Sanitary Collection	\$59,996.44
Firemen's Relief	\$1,956.00
Public Access	<u>\$296.96</u>
Total	<u><u>\$232,281.35</u></u>

PORT AUTHORITY INVOICES
FOR REGULAR COUNCIL MEETING OF APRIL 1, 2013

MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev	<u>\$2,414.02</u>
Total		<u><u>\$2,414.02</u></u>

List of Port Authority Bills in the Amount of \$2,414.02

Council Meeting of April 1, 2013

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

List of Bills in the Amount of \$232,281.35

Council Meeting of April 1, 2013

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

CLAIM REPORT
 BILLS PAID AFTER THE COUNCIL MEETING OF MARCH 18, 2013
 END OF MONTH

74587	Post Board	peace officer licenses-Police Dept.	\$450.00
74588	ICMA Retirement Trust - 457	employee payroll deductions	\$4,193.85
74589	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$460.00
74590	Law Enforcement Labor Service	employee payroll deductions	\$450.00
74591	NCPERS Minnesota-Unit 662400	employee payroll deductions	\$192.00
74592	US Postmaster	postage for newsletter-Comm Dev	\$1,333.71
74593	United Way	employee payroll deductions	\$253.63
74594	HickoryTech	telephone bill-All Depts.	\$438.82
74595	Sprint	PCS connection card data plan-Pol, 2013 Const & P/A	\$234.30
74596	Telrite Corporation	long distance phone bill-Mun Bldg	\$270.63
74597	Madison National Life Insurance	life insurance for April	\$605.96
74598	Madison National Life Insurance	voluntary life insurance for April	<u>\$125.80</u>
	Total		<u><u>\$9,008.70</u></u>

CLAIMS CONTINUED

General	\$5,911.87
Library	\$179.56
Bookmobile	\$6.40
Community Development	\$1,446.51
2013 Construction	\$55.13
Water	\$390.93
Sewer	\$711.49
Sanitary Collection	\$114.48
Storm Water	\$12.74
Public Access	<u>\$179.59</u>
Total	<u><u>\$9,008.70</u></u>

PORT AUTHORITY INVOICES
BILLS PAID AFTER THE COUNCIL MEETING OF MARCH 18, 2013
END OF MONTH

None to report

List of Port Authority Bills in the Amount of \$0.00

Council Meeting of April 1, 2013

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

List of Bills in the Amount of \$9,008.70

Council Meeting of April 1, 2013

Mayor Mark Dehen

Council Member Kim Spears

Council Member Diane Norland

Council Member William Steiner

Council Member Robert Freyberg

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
Jo Marie Robbins	Library	\$75.00
Rapidan Progress club	Library	\$100.00

Adopted by the City Council this 1st day of April 2013.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 11A	Department: Planner	Council Meeting Date: 04/1/13
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TITLE OF ISSUE: Resolution Accepting Feasibility Report and Ordering Plans and Specifications for Project No. 13-05, Caswell North Soccer Fields, Phase 2.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached is a preliminary engineering report for the second phase of Caswell North Soccer Field development. Phase 1 included grading, utilities, lighting, electrical, irrigation and seeding. The cost of Phase 1 was \$580,000 with the Mankato Area United Soccer Club contributing \$150,000. As Phase 2 of this project is scheduled for 2013, it is necessary to accept the feasibility report and order plans and specifications. Phase 2 is planned to include bleachers, fencing, parking lot and trails estimated at \$396,000. Phase 3 would consist of an additional parking lot and the wear course. As part of the Phase 2 project, a concession/restroom building is planned. The City has verbal commitments of donations for the block exterior, roof and trusses. Using the donated materials, City crews would construct the building.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt resolution

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:	Aye	Nay	
	_____	_____	Freyberg
	_____	_____	Spears
	_____	_____	Steiner
	_____	_____	Norland
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other (specify) Preliminary Engineering Report

Workshop

Regular Meeting

Special Meeting

Refer to: _____

Table until: _____

Other: _____

RESOLUTION NO.

RESOLUTION ACCEPTING FEASIBILITY REPORT
AND ORDERING PLANS AND SPECIFICATIONS
FOR PROJECT NO. 13-05
CASWELL NORTH SOCCER FIELDS, PHASE 2

WHEREAS, pursuant to resolution of the Council, a feasibility report was ordered from I & S Group, with reference to Project No. 13-05, Caswell North Soccer Fields, Phase 2 to include bleachers, fencing, parking lot and trails; and

WHEREAS, such a feasibility report has been prepared by I & S Group and provides information regarding whether the proposed project is necessary, cost-effective and feasible;

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

1. The Council will consider the improvement of such project in accordance with the report at an estimated total cost of the improvement of \$396,400.
2. I & S Group is hereby designated as the engineer and shall prepare plans and specifications for the making of improvements for Phase 2 of Caswell Park North Soccer Complex.

Adopted by the City Council this 1st day of April 2013.

Mayor

City Clerk

Preliminary Engineering Information For:

CASWELL PARK NORTH SOCCER COMPLEX
PHASE 2 - 2013

CITY OF NORTH MANKATO

MINNESOTA

March 8, 2013
Project No. 11741



www.is-grp.com

Mankato, MN
Faribault, MN
Storm Lake, IA
Algona, IA
Sac City, IA
La Crosse, WI

PRELIMINARY ENGINEERING INFORMATION

I. INTRODUCTION

The Caswell Park North Soccer Complex is the second phase of development of an existing 37.6-acre agricultural field in North Mankato. Phase 1 included ten soccer fields, grading, utilities, lighting, electrical, irrigation, and seeding. Phase 2 is planned to include bleachers, fencing, parking lots, and trails. The site improvements for the project will be bid and a future concessions building is planned to be constructed by the City of North Mankato. Mankato School District No. 77 donated approximately 15 acres for development.

The following report discusses, among other topics, the nature and extent of the proposed improvements, potential environmental impacts, and potential construction difficulties.

II. PROJECT AREA

The property is located at the southwest corner of the Lor Ray Drive and Carlson Drive intersection.

III. SANITARY SEWER IMPROVEMENTS

Sanitary sewer was constructed as part of Phase 1 with a 6-inch service stubbed to adjacent to the future concession stand. The existing utilities are shown on the attached sheets.

IV. WATERMAIN IMPROVEMENTS

A 6-inch watermain was stubbed into the property to serve the concession building and the irrigation system. A fire hydrant was constructed at the end of the watermain.

V. STORM DRAINAGE IMPROVEMENTS

Storm drains and field tiles were constructed as part of Phase 1. Phase 2 will include a parking area in which the storm drains are already constructed. The castings for the storm structures will be raised during construction of curb and gutter and paving.

VI. PARKING LOT IMPROVEMENTS AND TRAILS

A parking lot and access drive will be constructed from Carson Drive south into the property. This parking lot will include parking for 159 cars and will provide access to the

soccer fields and future school. Future parking will be provided by the school when it is built. The aggregate base and grading are already completed for the parking lot.

A trail system will be constructed to provide a bituminous trail throughout the project from the parking lot areas to the concession building and connecting to the fields. The layout is shown on the attached plans.

VII. SITE GRADING

Site grading has already been completed. Only minor grading will be necessary to backfill the curb and gutter on the parking area and to match the trails into the existing grades.

VIII. MAINTENANCE/SCHEDULE

After final approval and establishment of the turf in 2013, the City of North Mankato will be required to maintain the site. It is anticipated that play may begin on the fields in late fall 2013 or Spring 2014. An anticipated project schedule is included with this report.

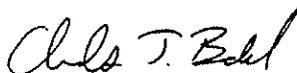
IX. COST ESTIMATES

This phase is estimated at \$396,400 without the proposed concession building. The concession building will be designed and developed by City Staff and City Crews starting in the fall of 2013. An itemized cost estimate is included with this report for Phase 2 excluding the concession building.

X. RECOMENDATIONS

In order to properly serve this subdivision and properly plan for future growth, the proposed improvements are necessary, feasible, and cost effective. It is recommended that the City Council approve the project and the City advertise, bid, and construct the project utilizing the 429 process. An anticipated project schedule is included with this report.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.



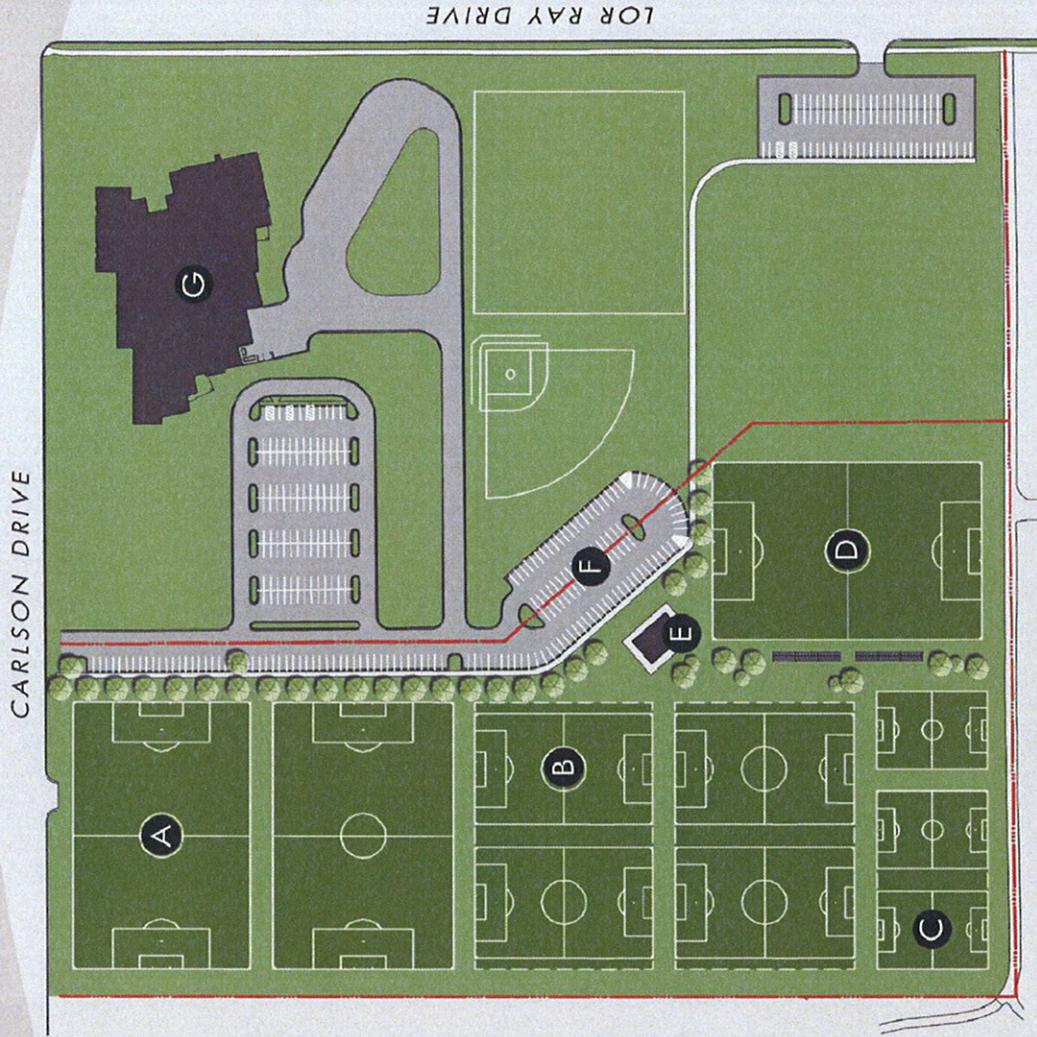
Chuck J. Brandel, PE

Date: February 22, 2013
Reg. No. 43,359

Caswell Park North Soccer Complex

Appendix A
Preliminary Layout Plans

CASWELL NORTH SOCCER COMPLEX - SITE PLAN



- A** U13 + FIELD (80yds x 120yds)
- B** U11/12 FIELD (50yds x 80yds)
- C** U9/10 FIELD (35yds x 50yds)
- D** CHAMPIONSHIP FIELD
- E** CONCESSIONS/RESTROOM BUILDING
- F** MAIN PARKING LOT
- G** FUTURE ELEMENTARY SCHOOL

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ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS



Appendix B
Preliminary Cost Estimate



Caswell Park North Soccer Complex
 North Mankato, Minnesota
 Preliminary Cost Estimate

March 7, 2013

PHASE 2 FUTURE DRIVEWAY & PARKING LOT, AND FENCING					
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount
2021.501	MOBILIZATION	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00
2104.501	REMOVE CONCRETE CURB & GUTTER	LIN FT	72	\$ 5.00	\$ 360.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ YD	73	\$ 5.00	\$ 365.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	72	\$ 3.50	\$ 252.00
2104.603	SAWING CONCRETE WALK	LIN FT	16	\$ 4.00	\$ 64.00
2105.501	COMMON EXCAVATION (EV)	CU YD	500	\$ 6.00	\$ 3,000.00
2360.501	2" BITUMINOUS WEAR COURSE	SQ YD	7,200	\$ 9.50	\$ 68,400.00
2360.501	2" BITUMINOUS NON-WEAR COURSE	SQ YD	7,200	\$ 9.00	\$ 64,800.00
2360.501	CLASS 5 BASE PREPARATION	CY	300	\$ 25.00	\$ 7,500.00
2521.501	6" CONCRETE WALK W/ 6" SAND BASE	SQ FT	465	\$ 6.00	\$ 2,790.00
2531.501	CONCRETE CURB & GUTTER DESIGN B61&	LIN FT	2,337	\$ 15.50	\$ 36,224.00
2521.501	4" BITUMINOUS TRAIL W/ 6" SAND BASE	SQ YD	2,000	\$ 24.00	\$ 48,000.00
2506.516	CASTING ADJUSTMENT	EACH	7	\$ 300.00	\$ 2,100.00
2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN FT	150	\$ 1.50	\$ 225.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	7	\$ 250.00	\$ 1,750.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	1	\$ 1,000.00	\$ 1,000.00
101	STRIPING	LS	1	\$ 3,000.00	\$ 3,000.00
102	BLEACHERS	EACH	4	\$ 3,100.00	\$ 12,400.00
103	CONCRETE PAD FOR BLEACHERS	SQ FT	1080	\$ 5.00	\$ 5,400.00
104	TRUNCATED DOMES	SQ FT	70	\$ 15.00	\$ 1,050.00
105	6 FOOT FENCING	LIN FT	3980	\$ 15.00	\$ 59,700.00
106	6' X 4' SWING GATE	EACH	8	\$ 500.00	\$ 4,000.00
107	6' X 12' DOUBLE SWING GATE	EACH	2	\$ 1,000.00	\$ 2,000.00
108	SEEDING	AC	0.5	\$ 1,500.00	\$ 750.00
108	BUILDING FOUNDATION	LS	1	By City	By City Crews
Subtotal					\$ 333,200.00
10% Contingency					\$ 33,320.00
STAKING, ENGINEERING, CONSTRUCTION ADMINISTRATION					\$ 22,000.00
CITY BONDING AND ADMINISTRATION (2%)					\$ 7,800.00
TOTAL PHASE 2 CONSTRUCTION COSTS					\$ 396,400.00

Appendix C

Preliminary Schedule



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Mankato, MN
Faribault, MN
Storm Lake, IA
Algona, IA
Sac City, IA

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Project Schedule for Caswell North Soccer Fields Phase 2 – City of North Mankato

Date: 3-8-13

PROJECTED SCHEDULE FOR PHASE 2(2013)**

March 2013	Preliminary Engineering Report for Phase 2 submitted and City Council approves project to move forward for bidding.
April 2013	Complete Final Plans and Specifications for bidding.
May-June 2013	Seed established from Phase 1 and City takes over Maintenance
May 2013	Phase 2 Project Advertised and Bids Received and Opened
June 2013	Phase 2 Project Awarded by City Council
July to September 2013	Phase 2 Construction by Contractor
Fall 2013	City Crews Construct Concessions Building
Spring 2014	Soccer Fields Open for Use

****Assumes approvals from City Council at each meeting****



North Mankato Police Department

2012 Year End Report

Table of Contents

General Information.....	2
Statistics at a Glance	3
Personal Crime Statistics.....	4
Property Crime Statistics.....	5-6
Other Crime Statistics	7
Juvenile Status Statistics.....	7
Traffic Related Statistics.....	8-10
Neighborhood Support Statistics	11-13
North Mankato Police Reserves.....	14

General Information

North Mankato Police Department

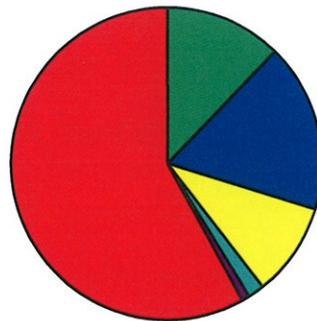
1001 Belgrade Avenue
P.O. Box 2055
North Mankato, MN 56002-2055

Emergency Number: 911
Non-Emergency Dispatch Number: (507) 931-1570
Office Number: (507) 625-4141

Email: nmpd@nmpd.org
Tip Information Email: tips@nmpd.org

The City of North Mankato Code of Ordinances Access: http://www.amlegal.com/northmankato_mn/
Court Records Access: <http://pa.courts.state.mn.us/default.aspx>.

2012 Police Reports





2012 Statistics at a Glance



Personal Crimes	556
Homicide (includes attempts)	0
Terroristic Threats	10
Criminal Sexual Conduct	10
Robbery	1
Assault	19
Domestic Assault	34
Harassment	40
Harassing Communications	34
Child/Vulnerable Adult Protection	228
Domestic Disturbance	91
Physical Domestic Disturbance	30
Disorderly Conduct	36
All other reports	23

Juvenile Offenses	28
Alcohol	3
Runaways	19
Curfew	5
Tobacco	1

Traffic Related	302
Accident Reports on Public Property	126
Accident Reports on Private Property	45
Bicycle Accidents (No Motor Vehicle)	0
Driving Under the Influence	34
Parking Violations	29
Violation Road & Driving Complaints	68

Property Crimes	388
Residential Burglaries	22
Non-Residential Burglaries	6
Theft from Building	57
Theft from Vehicle	54
Motor Vehicle Theft	3
Financial Theft	18
Shoplifting	3
Property Damage	126
Arson	0
Trespassing/Prowlers	20
All other reports	79

Neighborhood Support	1,837
Medicals	347
Animal Control	157
Public Assists	155
Suspicious Activity	130
Assist Other Law Enforcement Agencies	126
Gun Purchase Permits Issued	166
Information Only	93
Civil Complaints	95
Alarm Calls	100
Welfare Checks	56
Residence Checks	41
Funeral Escorts	15
All other reports	356

Other Crimes	55
Narcotics	29
Underage Consumption	5
Weapons	7
Liquor Violations	3
All other reports	11

The North Mankato Police Department takes all reports very seriously and diligently investigates each report.

TOTAL REPORTS	3,145
----------------------	--------------

Personal Crime Statistics

Type of Complaint	Reports
Homicide	0
Attempted Homicide	0
Robbery	1
Criminal Sexual Conduct	10
Terroristic Threats	10
Assault	19
Assault/Domestic Assault with a Deadly Weapon	1
Domestic Assault	33
Bomb Threat	1
Child Protection	217
Vulnerable Adult Protection	11
Domestic Disturbance	91
Physical Domestic Disturbance	30
Pornography	0
Indecent Exposure	0
Peeping Tom	2
Kidnapping/Abduction	0
Disorderly Conduct	36
Harassment	40
Harassing Communications	34
Violation/Order for Protection	20
TOTAL PERSONAL CRIME CALLS:	556

The North Mankato Police Department's Personal Crime Statistics increased in 2012. There were increases noted for Bomb Threats, Peeping Tom's, Order for Protection Violations, and Harassment reports over 2011 numbers.

Noteworthy decreases were Robberies, Criminal Sexual Conduct, Vulnerable Adult and Pornography reports.

The North Mankato Police Department investigated 217 Child Protection reports in 2012 with 197 reports being unfounded. The remaining reports were cleared by arrest, referred to Social Services, or are still open investigations. There were 11 Vulnerable Adult reports investigated in 2012 with 5 of those being unfounded and the remaining reports were cleared by arrest, referred to Social Services or still open investigations.

Property Crime Statistics

Type of Complaint	Reports
Arson / Negligent Fires	0
Burglary Residence	22
Burglary Non-residence	6
Financial Theft	
Fraud/Identity Theft	1
Forgery/Counterfeiting	4
Theft by Check	5
Credit Card Fraud	6
Fraud/NSF Checks	2
Property Damage	
Business Damage	9
Private Damage	98
Public Damage	19
Property Theft	
Theft of Motor Vehicle	3
Theft of ATV/MC/Moped	0
Theft of Trailers/Snowmobile/Boat	3
Theft from Building	57
Theft from Yard	25
Theft from Motor Vehicle	54
Theft from Boat	2
Theft from Coin Machine	0
Theft of Self-Serve Gas	18
Theft of Parts from Vehicle	0
Shoplifting	3
Bicycle Theft	24
Theft of Services	5
Theft by Swindle	0
Possession of Stolen Property	2
Trespassing/Prowlers	20
TOTAL PROPERTY CRIME CALLS:	388

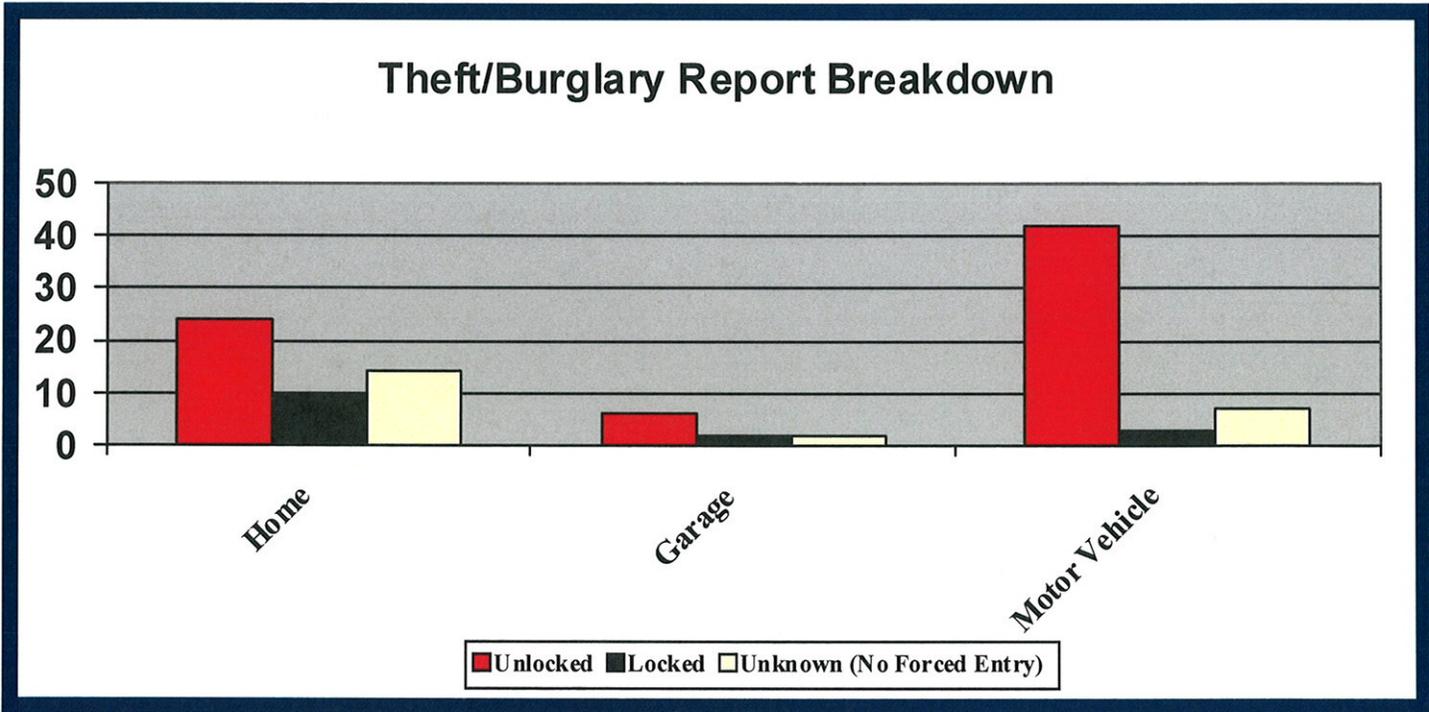
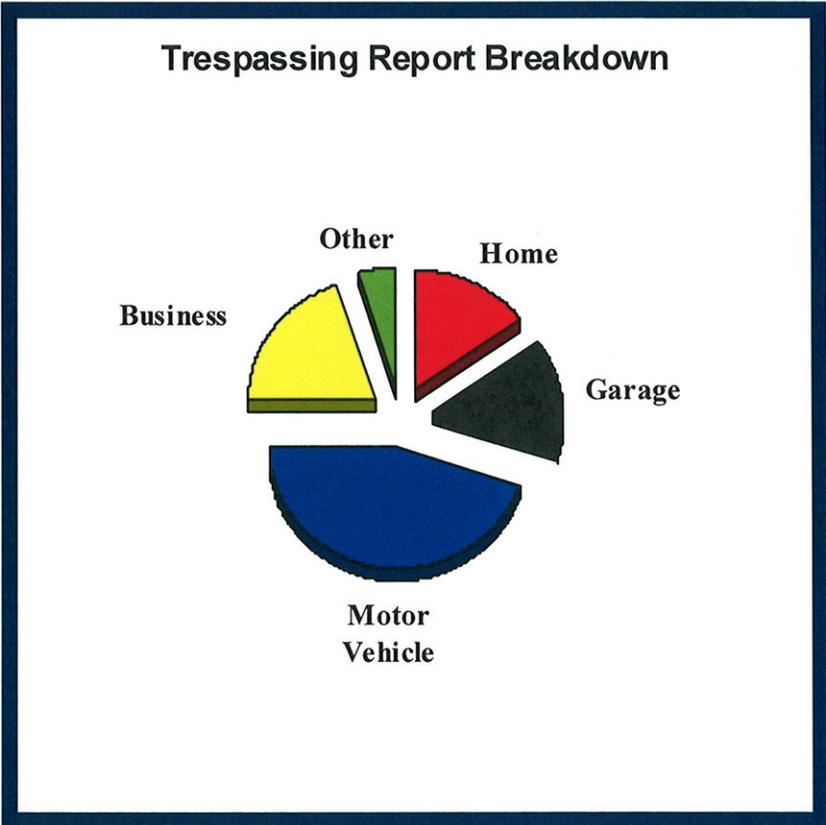


The North Mankato Police Department saw a significant decrease in property crimes during 2012. Reports of residential burglaries, and theft from motor vehicles were down by 50% or more from the previous year.

In North Mankato, over 60 property crime charges were filed. Individuals arrested were often responsible for more than one offense with crimes such as burglary, theft from motor vehicle, and theft of motor vehicle.

The majority of the thefts from motor vehicles occur when valuables are clearly visible in unlocked vehicles.

The Police Department encourages residents to keep their homes, garages, and motor vehicles secured at all times and report any suspicious activity immediately by calling 911.



Other Crime Statistics

Type of Complaint	Reports
Fleeing Police	1
False Information to Police	4
Narcotics	29
Obstructing Legal Process	1
Public Peace	0
Underage Consumption of Alcohol (18 – 21 years)	5
Liquor Hours of Sale	1
Liquor Furnishing to Minors	2
Littering	3
Fireworks Discharge/Possession	2
Weapons Violations	7
TOTAL OTHER CRIME CALLS:	55



Juvenile Status Statistics

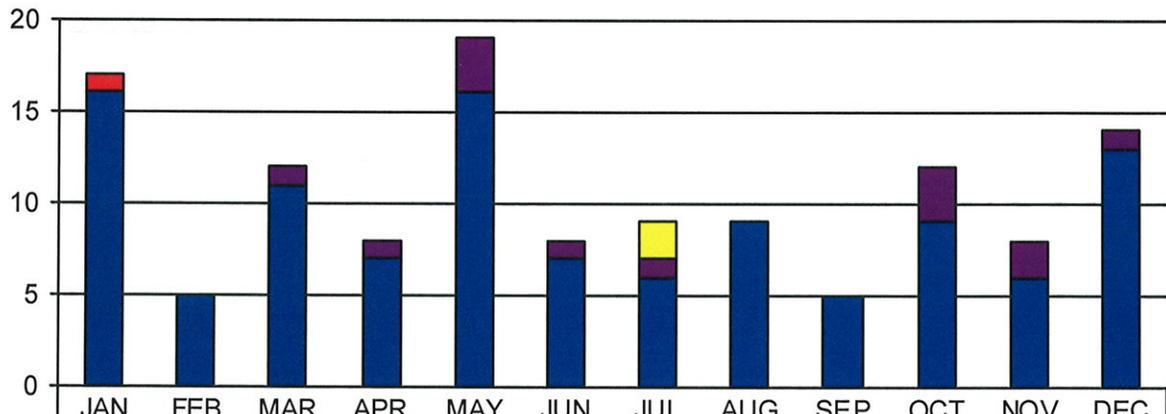
Type of Complaint	Reports
Curfew Violations	5
Runaways	19
Truancy Reports	0
Underage Consumption of Alcohol (Under 18)	3
Underage Tobacco Possession/Use	1
TOTAL JUVENILE STATUS OFFENSES:	28

Traffic Related Statistics

Traffic Related Statistics	
Motor Vehicle Accident Reports	171
Occurring on Public Property	126
Occurring on Private Property	45
Bicycle Accidents (No Motor Vehicle Involvement)	0
Driving While Under the Influence	34
Violations Road & Driving Complaints	68
Parking Violations	29
TOTAL TRAFFIC RELATED CALLS:	302

Motor Vehicle Accident Injury/Fatality Breakdown

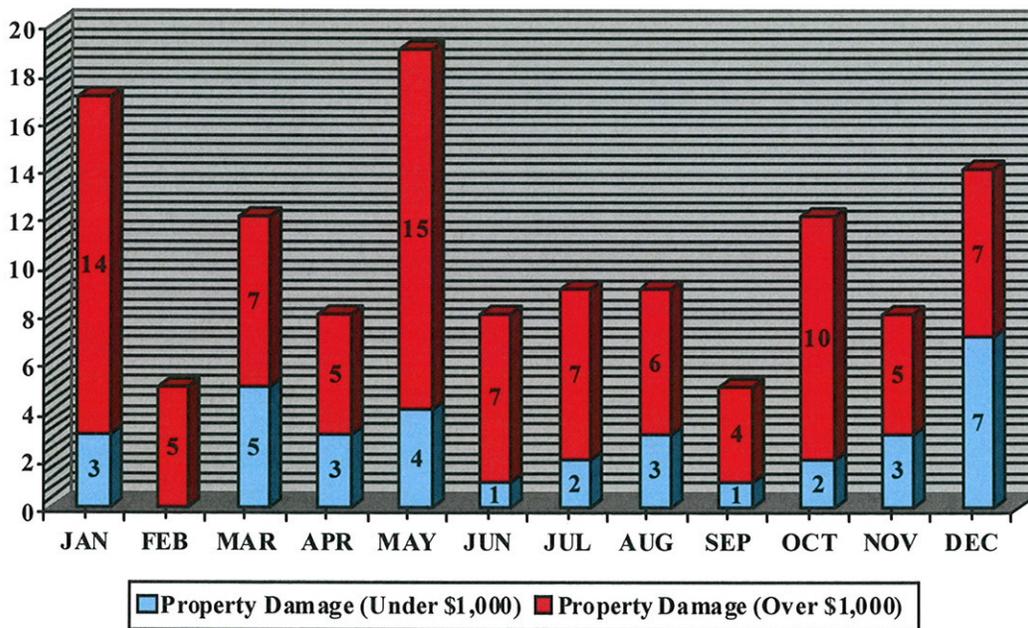
(Occurring on Public Property)



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
■ Fatality	1	0	0	0	0	0	0	0	0	0	0	0
■ Serious Injury	0	0	0	0	0	0	2	0	0	0	0	0
■ Injury	0	0	1	1	3	1	1	0	0	3	2	1
■ No Injury	16	5	11	7	16	7	6	9	5	9	6	13

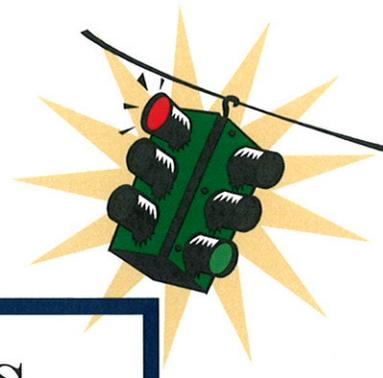
Total Public Motor Vehicle Accidents	126
Accidents involving an Under the Influence Driver	0
Involving a Pedestrian	1
Involving Bicycle	1

Motor Vehicle Accidents Breakdown
(Occurring on Public Property)



The North Mankato Police Department saw a slight decrease in the number of public accident and private accident reports compared to 2011 numbers. There were 126 Public Accident Reports in 2012 compared to 135 in 2011. There were also 45 Private Accident Reports in 2012 compared to 63 reports in 2011.

The North Mankato Police Department saw zero accidents involving an Under the Influence Driver and a 50% decrease in accidents resulting in serious injury compared to 2011 numbers.



Traffic Citations

<u>Violation</u>	<u>Cited</u>
Careless/Exhibition/Reckless Driving	4
Child Restraint	2
Driver's License Violation	19
Driving After Revocation/Cancellation/Suspension of License	42
Driving While Intoxicated	37
Equipment Violation	4
Failure to Yield Right of Way	10
Follow Too Close	0
Improper Registration	12
Leaving the Scene of Accident	5
No Insurance/No Proof of Insurance	35
Open Bottle/Allow Open Bottle	4
Parking Tickets	43
Seatbelt	91
Speeding	86
Semaphore/Stop Sign Violation	18
All Other Violations	17
Total:	429

Neighborhood Support Statistics

Type of Complaint	Reports
911 Verifications	12
Alarm Calls	100
Animal Control	
Animal Complaints	142
Animal Bites	15
Assist Other Law Enforcement Agencies	126
Civil Complaints	95
Fire Calls	67
Found Property	57
Funeral Escorts	15
Gun Purchase Permits Issued	166
Information Only	93
Lost Property	8
Medicals	
Sick Cared For	273
Home Accidents	29
Occupational Accidents	4
Public Accidents	1
Intoxicated Individuals	40
Mentally Ill Persons	30
Missing Persons	10
Neighborhood Problems	15
Noise Complaints	69
Open Door	5
Public Assists	
Fingerprinting	29
Motorist Assist	14
Speed Trailer	9
Public Education	14
All Other Public Assists	89
Residence Checks	41
Predatory Offender Notification/Total Current Predatory Offenders	21/24
Solicitors	7
Sudden Death	9
Suicides	3
Suicides Attempts	15
Suicide Threats	28
Suspicious Activity	130
Welfare Checks	56
TOTAL NEIGHBORHOOD SUPPORT CALLS:	1,837

The North Mankato Police Department provides many services for the community, including but not limited to public education, firearm permits, residence checks, school patrols and funeral escorts.

The department also utilizes two portable speed trailers to educate drivers and enforce speed limits. These speed trailers are designed to help make drivers aware of their driving speed as they travel throughout the City.

The North Mankato Police Department is very committed to the community. We provide our professional leadership and knowledge to groups in our community by providing employees to speak publicly to promote safety and an enhanced quality of life in the community.

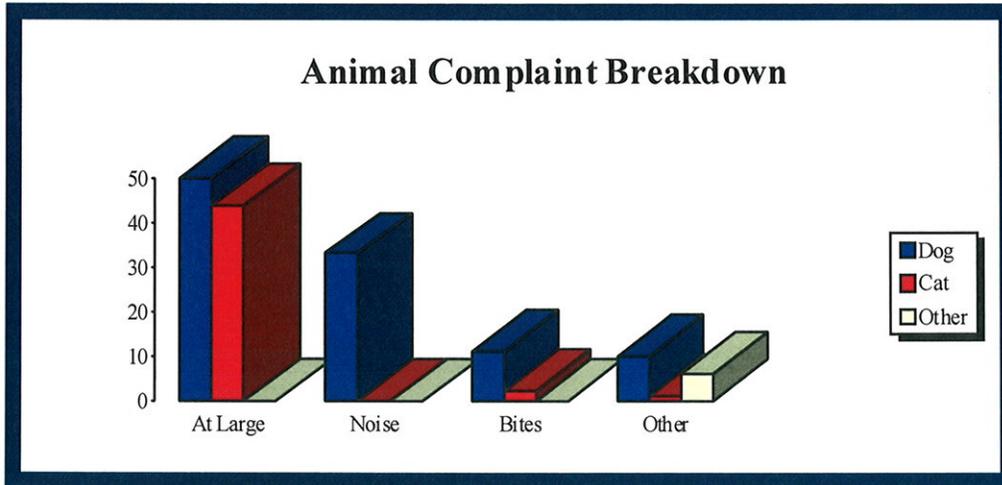
Public Education

The North Mankato Police Department conducted the following public education in 2012:

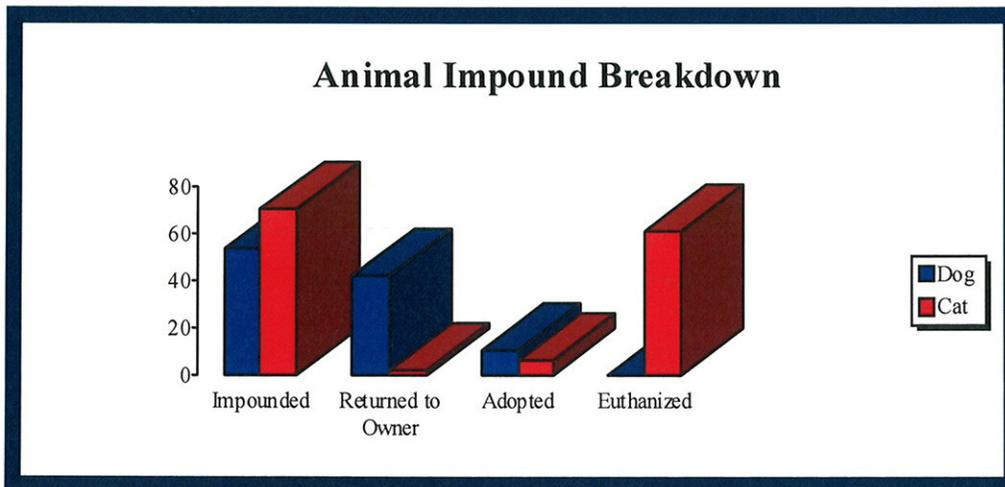
DATE	LOCATION	TOPIC	OFFICER	ATTENDANCE
4/25	Koppen Gardens	Safety and Security	701	20
5/7	5C's Preschool	Police Officers	711	30
5/22	Kato Community Club	What to do in a Medical Emergency.	714	20
5/25	Garfield Elementary	Cyber Bullying	706	350
6/18	North Mankato Fire Station	Safety Camp	706	45
8/6	Rosa Parks Elementary	Table Top with School Officials	701	60
8/7	City of North Mankato	Nite to Unite	701	50
8/28	City of North Mankato	Nite to Unite	701/704	50
9/29	South Central College	Lights on for Safety	711	55
11/7	Hoover Elementary	Winter Safety	701	100
11/7	Monroe Elementary	Winter Safety	701	100
12/6	Hoover Elementary	Husky Huddle – Always try your best.	714	150
12/12	Rasmussen College	Skills Class	701	23
12/17	Hoover Elementary	Police Officers	711	20

Animal Control

The North Mankato Patrol Officers are responsible for responding to all animal control issues. This includes animals at-large, animal abuse/neglect, and animals disturbing the peace.



In 2012 the North Mankato Police Department responded to 157 animal related reports and impounded 125 animals compared to 150 in 2011 for a cost of \$4,868.70 compared to \$6,022.89 in 2011.



The City of North Mankato maintains an Impound Agreement with Premier Veterinary Center of Mankato.

North Mankato Police Reserves

FOR THE YEAR ENDING DECEMBER 31, 2012



The North Mankato Police Reserve Unit continues to be a valuable asset by providing crime prevention as well as security and traffic control at special events. We currently have 17 Reserve Officers dedicated to the community. These Reserve Officers collectively volunteered over 1300 hours this past year.

In 2012 The North Mankato Police Reserves assisted the Police Department in a variety of functions:

North Mankato Fun Days – Triathlon	362.5
Assisting Regular Officers	220
Administrative Duties	97
Reserve Meeting & Training	202
Other Events	380.25
School Patrol	56
TOTAL	1317.75

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #16A	Department: Engineer	Council Meeting Date: 04/01/13
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TITLE OF ISSUE: Resolution Entering into Master Partnership Agreement with the Minnesota Department of Transportation (MnDOT Agreement No. 03189).

BACKGROUND AND SUPPLEMENTAL INFORMATION: MnDOT Agreement No. 03189 provides for MnDOT and the City of North Mankato to collaborate on the design, construction, maintenance and operation of state and local roads and authorizes the proper City officers to execute any contracts. The Agreement also authorizes the City Engineer to negotiate work order contracts and provide for payment to or from MnDOT. This contract would be effective the date last signed by the City of North Mankato and all State officials and expire on June 30, 2017.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt resolution

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____			Freyberg
_____			Spears
_____			Steiner
_____			Norland
_____			Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)		MnDOT Master Partnership Agreement No. 03189		
_____		_____		
_____		_____		
_____		_____		

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

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

RESOLUTION NO.

RESOLUTION ENTERING INTO
MASTER PARTNERSHIP AGREEMENT WITH
MINNESOTA DEPARTMENT OF TRANSPORTATION

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

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

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

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

1. That the City of North Mankato enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council (MnDOT Agreement No. 03189).
2. That the proper City officers are authorized to execute such contract and any amendments thereto.
3. That the North Mankato City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the North Mankato City Engineer may execute such order contracts on behalf of the City of North Mankato without further approval of this Council.

Adopted by the City Council this 1st day of April 2013.

Mayor

ATTEST:

City Clerk

**STATE OF MINNESOTA
AND CITY OF NORTH MANKATO
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of North Mankato acting through its City Council, hereinafter referred to as the "Local Government".

Recitals

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

Master Contract

1. Term of Master Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
- 1.2. A party must not accept work under this Contract until it is fully executed.
- 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity and Endorsement; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
 - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
 - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task”. Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, CRS-2 road oil, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party”. Each work order will set forth particular requirements for that project/engagement.

- 4.1. **Terms Applicable to ALL Work Orders.** The terms in this section 4.1 will apply to ALL work orders.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
 - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
 - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
 - 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. If the providing party is a Local Government, the Local Government will, without cost or expense to the State, obtain all rights of way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the Local Government will furnish the State with certified copies of the documents for rights of way and easements, construction permits and other permits and sanctions required for State cost participation construction covered under this Agreement.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed

in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

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

6. Time

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

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$100,000.00 through June 30, 2017.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
- 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Local Government.**
- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
- MnDOT
Attn: Cash Accounting
RE: MnDOT Contract and Invoice Numbers (See note in 7.4.2.2. above.)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- 7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

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

10. State's Authorized Representative and Project Manager

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

11. Assignment, Amendments, Waiver, and Contract Complete

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

12. Liability.

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

13. State Audits

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

14. Government Data Practices and Intellectual Property

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

14.2. Intellectual Property Rights

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

14.2.2. Obligations with Respect to Intellectual Property.

14.2.2.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***
 - 15.3.1. ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 15.3.2. ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers:
 - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. Publicity

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

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

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

19. Prompt Payment; Payment to Subcontractors

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

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

21. Termination; Suspension

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature

or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

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

23. Defense of Claims and Lawsuits

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

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

**RESOLUTION ADOPTING POLICY
FOR ENHANCEMENT OF BICYCLE FACILITIES
WITHIN THE CITY OF NORTH MANKATO**

WHEREAS, it is the goal of the City of North Mankato to accommodate the needs of existing bicyclists; and

WHEREAS, it is the goal of the City at North Mankato to encourage greater use of bicycles as an alternative mode of transportation and promote bicycle awareness; and

WHEREAS, the City of North Mankato endorses the objective to develop and maintain a system of safe and efficient bikeways (on-street bike lanes/preferred routes and off-street paths within parks) designed to contribute to City-wide mobility, connecting neighborhoods with activity centers, schools, parks and other neighborhoods; and

WHEREAS, the Bicycle Commission recommends the City revise roadway standards incorporating on-street bike lanes, including a commitment to include bike lanes in roadway resurfacing projects where feasible; and

WHEREAS, variable circumstances exist in the City of North Mankato such as topography, vehicle speeds and volume, interference such as parked vehicles, drainage grates, access to public facilities and activity centers and available right of way;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Mankato, that:

- Within the Planning Jurisdiction of the City of North Mankato, the appropriate design, type and width of bicycle facilities will be assessed on an individual and site-specific basis depending on circumstances that exist.
- Bicycle lanes or off-street shared use paths will normally be provided to the extent practicable in newly constructed or reconstructed Arterial Streets; however, when existing Arterial Streets that do not currently have bicycle lanes are resurfaced they will normally be reconstructed with bicycle lanes or off-street shared use paths to the extent practicable.
- Bicycle lanes, wide outside lanes, or off-street shared use paths may be appropriate on Collector Streets depending on site-specific circumstances. Local Streets will not normally include extra width for bicycle facilities.

BE IT FURTHER RESOLVED that the Council directs the City Administrator to utilize this policy in reviewing development plans and in the design of roadway improvements within the City of North Mankato Planning Jurisdiction;

BE IT FURTHER RESOLVED that the Bicycle Action Plan includes discussions of the type, design and width of bicycle facilities that may be appropriate for different streets within the Planning Jurisdiction of the City of North Mankato. Until such time that the Action Plan is completed and adopted by the City Council, City staff shall recommend bicycle accommodations on a case-by-case basis in accordance with this policy, subject to approval by the North Mankato City Council.

Adopted this 1st day of April 2013.

Mayor

City Clerk

City of North Mankato Bicycle Action Plan

The Bicycle Action Plan is a long-range plan which identifies proposed new and improved bicycle facilities for the City of North Mankato. It identifies a strategy to implement the plan and also help develop a number of education and encouragement actions to improve conditions and facilities for bicycling tourism and transportation.

General Public Interest Purposes

The general public interest purposes implicit in this Bicycle Action Plan are:

- To promote public health and safety, bicycle tumors and, access to community facilities and businesses for all, regardless of age, physical capacity, weather conditions and time of day, and to promote diverse modes of transportation.

Purpose of the Plan:

- To increase bicycle use/tourism
- To promote our community as a bicycle destination
- To identify existing and potential bicycle trails and facilities
- To identify strategies to accomplish the preceding purposes

Objectives of the Plan:

- To identify locations for improved facilities or engineering improvements which:
 - Connect neighborhoods to adjacent existing schools, parks, recreational facilities, businesses and transit stops:
 - Close gaps between the existing trails and facilities
 - Facilitate travel between residential neighborhoods and key employment, recreation, shopping centers, e.g. Central Business District, Commerce Drive
- To identify actions which promote safe bicycling through education and encouragement.
- To outline an implementation strategy for the actions identified any action plan



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

1960 Premier Drive • Mankato, MN 56001-5900

Phone (507) 625-4171 • Fax (507) 625-4177

www.bolton-menk.com

MEMORANDUM

Date: March 28, 2013
To: John Harrenstein, City Administrator
From: Brian P. Malm, P.E.
Subject: Bicycle Commission Action Plan Map
City of North Mankato
Project No.: M19.105981

As requested, I reviewed the Bicycle Commission Action Plan Map. Several of the streets indicated as proposed bicycle routes are designated as Municipal State Aid (MSA) Streets. For those streets, there are specific rules that are required to be followed with respect to designating on-road bicycle facilities. The rules that apply are MN Rules Chapter 8820.9941 (new construction/reconstruction) and 8820.9951 (reconditioning). The new construction rules are stricter than the reconditioning rules. The reconditioning standards apply until the street is completely rebuilt, which is when the more strict reconstruction standards apply.

In looking at these standards, and the MSA streets shown on the map, there are several areas where the streets are not wide enough to accommodate on-street bicycle facilities in both directions as well as the current configuration of thru-lanes and parking lanes. If only a single direction bike lane is desired, or the parking configuration is changed, then the designation of bike facilities on these roads may be possible. The rules discuss and allow three types of on-street bicycle facilities; Shared Lanes (SL), which are standard width traffic lanes with no bike lane striping that bicycles share with vehicles; Wide Outside Lanes (WOL), which are wider traffic lanes with no bike lane striping that bicycles share with vehicles; and Bicycle Lanes (BL), which are striped lanes separate from traffic and parking lanes specifically designated for bicycles. The requirements for when and where these different types of facilities are allowed and how they are configured, depends on the functional classification, traffic volume, and speed limit.

SL are only allowed when speeds are 30 mph or less and traffic volumes are less than 1,000 vehicles per day. For the streets being considered in this case, the speed limits are all 30 mph, and the traffic volumes are all over 1,000 vehicles per day, so SL are not an option. Therefore, WOL or BL are the only options. On Lee Boulevard and Belgrade Avenue, the volumes are high enough where only BL are allowed.

Attached is a summary of the existing conditions and the requirements for on-street bicycle facilities in both directions, SL, WOL, or BL, for each street, assuming the allowance of on-street parking is not changed from its current status.

I discussed these requirements with MnDOT State Aid staff. Based on that discussion and my experience, I believe the rules are clear that if the routes are designated as bicycle facilities either on a map or with roadway signage or pavement markings, they must meet the State Aid requirements. The only option to not meet the requirements is to apply for an administrative variance from MnDOT, or to remove the State Aid designation from the routes, which would have varying financial consequences.

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DESIGNING FOR A BETTER TOMORROW

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Unless we get written agreement from MnDOT that the State Aid rules do not apply, I would not advise deviation from them.

Also, attached are copies of the applicable SA rules, as well as the most current traffic volume map and the current City MSA roadway designation map. Let me know if you have any questions, or need any further information. Thank you.

Bicycle Facility Requirements on MSA Routes

City of North Mankato
BWI Project No. M19-105981

M:\MAN\M19105981\Corres\Bicycle Route Summary Table-Adj3.docx 1

3/28/2013

Street	Current Conditions			Bicycle Facility Requirements						Conclusion		
	# Traffic Lanes	# Parking Lanes	Traffic Volume (veh/day)	Speed Limit (mph)	Current Width (ft)	Two Way Bicycle Facility	One Way Bicycle Facility	One Way Bicycle Facility	One Way Bicycle Facility			
					Width Required for SL (ft)	Width Required for WOL (ft)	Width Required for BL (ft)	Width Required for SL (ft)	Width Required for WOL (ft)	Width Required for BL (ft)		
Center Street from Belgrade Avenue to Webster Avenue	2	2	1900	30	40	N/A	42	46	N/A	39	41	One way WOL could be added with no changes to parking
Webster Avenue from Lake Street to Center Street	2	2	2450	30	44	N/A	42	46	N/A	39	41	Two way WOL or one way BL could be added with no changes to parking
Lake Street from Belgrade Avenue to Webster Avenue	2	1	1700	30	36	N/A	35	39	N/A	32	34	Two way WOL or one way BL could be added with no changes to parking
Belgrade Avenue from Lee Boulevard to Lake Street	2	2	6700	30	48	N/A	N/A	46	N/A	N/A	41	Two way BL could be added with no changes to parking
Lee Boulevard from Lockout Drive to Belgrade Avenue	4	0	9000	30	48	N/A	N/A	54	N/A	N/A	49	On road bicycle facility no allowed without roadway widening
Sherman Street from South Avenue to Belgrade Avenue	2	2	1300	30	44	N/A	42	46	N/A	39	41	Two way WOL or one way BL could be added with no changes to parking

SL - Shared Lane
WOL - Wide Outside Lane
BL - Bike Lane
N/A - Not Allowed

8820.9951 MINIMUM DESIGN STANDARDS, ON-ROAD BICYCLE FACILITIES FOR URBAN; RECONDITIONING PROJECTS.

The bicycle facility design standard in this part applies when the road authority has determined that the roadway will be specifically designed to include an on-road bicycle facility, and only if the roadway surface is paved.

Reconditioning projects for urban roadways must meet or exceed the minimum dimensions indicated in the following design chart.

Number of Through Lanes, Functional Class, and Present Traffic Volume	Design Speed	Lane Width	Parking Lane Width (e)	Proposed Structural Design Strength	Bikeway Design	
	(mph)	(feet)	(feet)	(tons)	(ADT)	(feet)
Two-Lane Collectors or Locals with ADT <10,000	25-30	10-12 (d)	7-10	9 (b)	<1,000	SL
					1,000-5,000	WOL 14-16 or BL 5-6
					5,000-10,000	BL 5-6
	35-40	11-12	8-10	9 (b)	<500	SL or BL 5-6
					500-10,000	BL 5-6
over 40	11-12	10	9 (b)	<10,000	BL 5-6	
Two-Lane Collectors or Locals With ADT >10,000 or Two-Lane Arterials (a)	25-30	10-12 (d)	7-10	9	>10,000	BL 5-6
	35-40	11-12	8-10	9	>10,000	BL 5-6 or PS 8
	over 40	11-12	10	9	>10,000	PS 8 or SUP
Four-Lane Collectors or Locals with ADT <10,000	25-30	10-12 (d)	7-10	9 (b)	<10,000	WOL 14-16 or BL 5-6
	35-40	11-12	8-10	9 (b)	<10,000	BL 5-6

	over 40	11-12	10	9 (b)	<10,000	BL 6
Four-Lane Collectors or Locals with ADT >10,000	30-40	11-12	10	9	>10,000	BL 6 or PS 8 or SUP
	over 40	11-12	10	9	>10,000	BL 6 or PS 8 or SUP
Six-Lane Collectors or Arterials		12	(c)	9	Not Allowed	SUP

(SL = shared lane; BL = bicycle lane; WOL = wide outside lane; PS = paved shoulder; SUP = shared use path)

Engineering judgment should be used to choose a lane-width, on-road bicycle facility, or shoulder width dimension other than the widths indicated in the chart. Factors to consider include safety, speed, population/land use, benefit/cost analysis, traffic mix, peak hourly traffic, farm equipment, environmental impacts, terrain limitations, bicycle traffic, pedestrian traffic, on-street parking, intersection and driveway spacing, rights-of-way constraints, vehicle turn lane configuration, sight distance, sight lines, bus routes, other nonmotorized uses, functional classification, or other factors. Dimensions less than those indicated in the chart require a variance in accordance with parts 8820.3300 and 8820.3400.

(a) A road may be reconditioned under this part if present traffic volumes are less than 15,000 ADT.

(b) When ADT is less than 5,000, seven-ton axle load structural design strength is allowable.

(c) No parking is allowed for six-lane collectors or arterials.

(d) When creating a multimodal design with a combination of vehicle lane, parking lane, and bikeway lane widths, if a vehicle lane width of less than 11 feet is used, the parking and bikeway lanes shall be at least one foot wider than the minimum widths. Engineering judgment should be used to choose a vehicle lane width of less than 11 feet. Additional factors to consider include the types of vehicles (buses, trucks, etc.), peak hour counts, turning movements, population/land use, crash history/analysis, terrain limitations, bicycle traffic, pedestrian traffic, other nonmotorized uses, and snow storage.

(e) In determining the parking lane width, the roadway ADT and the vehicle mix shall be taken into consideration for residential, commercial and/or industrial areas, or for a mixed use thereof.

A minimum curb reaction of one foot shall be provided unless on-street parking, a bicycle facility, or a wide outside lane are provided adjacent to the curb. The dimensions for wide outside lanes include the curb reaction distance. When a raised median is included in the design of the two-way roadway, a one-foot reaction distance to the median is required on either side of the median. Minimum median width is four feet.

For ADT less than 150, the widths of bridges to remain must be at least the sum of the lanes. For ADT greater than or equal to 150, the widths of bridges to remain must be at least the sum of the lanes plus one-half the sum of the shoulders, parking lane, and curb reaction distance.

Statutory Authority: *MS s 14.386*

History: *37 SR 697*

Published Electronically: *January 31, 2013*

8820.9940 [Repealed, 20 SR 1041]

Published Electronically: *October 15, 2007*

8820.9941 MINIMUM DESIGN STANDARDS: ON-ROAD BICYCLE FACILITY FOR URBAN; NEW OR RECONSTRUCTION PROJECTS.

The bicycle facility design standard in this part applies when the road authority has determined that the roadway will be specifically designed to include an on-road bicycle facility and only if the roadway surface is paved.

New or reconstruction projects for urban roadways must meet or exceed the dimensions indicated in the following design chart.

Functional Classification and Projected Traffic Volume	Design Speed	Lane Width (a)	Curb Reaction Distance (d)	Parking Lane Width (f)	Bikeway Design Roadways with Two Travel Lanes Urban Curb and Gutter		Bikeway Design Roadways with Four or more Travel Lanes Urban Curb and Gutter
	(mph)	(feet)	(feet)	(feet)	(ADT)	(feet)	(feet)
Collectors or Locals with ADT <2,000	25-30	10-12 (e)	2	7-10	<500	SL	N/A
					500-2,000	WOL 14-16 or BL 5-6	
	35-40	11-12	2	8-10	<500	SL	BL 5-6
					500-2,000	WOL 14-16 or BL 5-6	
over 40	12	2	10		BL 5-6	BL 5-6	
Collectors or Locals With ADT 2,000-5,000	25-30	10-12 (e)	2	7-10		WOL 14-16 or BL 5-6	WOL 14-16 or BL 5-6
	35-40	11-12	2	8-10		BL 5-6	BL 5-6
	over 40	12	2	10		BL-6	BL 6
Collectors or Locals with ADT 5,000-10,000	25-30	10-12 (e)	2	7-10		BL 5-6	BL 5-6
	35-40	11-12	2	8-10		BL 5-6	BL 5-6

	over 40	12	2	10		BL 6 or PS 8 or SUP	BL 6 or PS 8 or SUP
Collectors or Locals with ADT >10,000 and Arterials	30-40	11-12	4 (b)	10		BL 6 or PS 8 or SUP	BL 6 or PS 8 or SUP
	over 40	12	4 (b)	10 (c)		BL 6 or PS 8 or SUP	PS 8 or SUP

(SL = shared lane; BL = bicycle lane; WOL = wide outside lane; PS = paved shoulder; SUP = shared use path)

Engineering judgment should be used to choose a lane-width, on-road bicycle facility, or shoulder width dimension other than the widths indicated in the chart. Factors to consider include safety, speed, population/land use, benefit/cost analysis, traffic mix, peak hourly traffic, farm equipment, environmental impacts, terrain limitations, bicycle traffic, pedestrian traffic, on-street parking, intersection and driveway spacing, rights-of-way constraints, vehicle turn lane configuration, sight distance, sight lines, bus routes, other nonmotorized uses, functional classification, or other factors. Dimensions less than those indicated in the chart require a variance in accordance with parts 8820.3300 and 8820.3400.

(a) One-way turn lanes must be at least ten feet wide, except 11 feet is required if the design speed is over 40 mph.

(b) Curb reaction distance may be reduced to two feet if there are four or more traffic lanes and on one-way streets.

(c) No parking is allowed on streets with six or more traffic lanes or when the posted speed limit exceeds 45 mph.

(d) Curb reaction shall be provided unless on-street parking, a bicycle facility, or a wide outside lane are provided adjacent to the curb. The dimensions for wide outside lanes include the curb reaction distance.

(e) When creating a multimodal design with a combination of vehicle lane, parking lane, and bikeway lane widths, if a vehicle lane width of less than 11 feet is used, the parking and bikeway lanes shall be at least one foot wider than the minimum widths. Engineering judgment should be used to choose a vehicle lane width of less than 11 feet. Additional factors to consider include the types of vehicles (buses, trucks, etc.), peak hour counts, turning movements, population/land use, crash history/analysis, terrain limitations, bicycle traffic, pedestrian traffic, other nonmotorized uses, and snow storage.

(f) In determining the parking lane width, the roadway ADT and the vehicle mix shall be taken into consideration for residential, commercial and/or industrial areas, or for a mixed use thereof.

One-way streets must have at least two through-traffic lanes.

When a raised median is included in the design of the two-way roadway, a one-foot reaction distance to the median is required on either side of the median. Minimum median width is four feet.

Urban design roadways must accommodate a minimum nine tons structural axle load design.

Roadways not on the state-aid system are not subject to the minimum structural design strength requirements.

The minimum curb-to-curb width of a new bridge must be the required street width, but in no case less than required per Minnesota Statutes, section 165.04. HS 25 loading with AASHTO Standards Specifications or HL-93 loading with load and resistance factor design (LRFD) is required for new or reconstructed bridges and a minimum of HS 18 loading is required for all rehabilitated bridges. When the new bridge approach roadway includes elements for the accommodation of pedestrians or bicycles, the new bridge width must also provide for pedestrians or bicycles unless pedestrians or bicycles are otherwise accommodated.

For ADT less than 150, the widths of bridges to remain must be at least the sum of the lanes. For ADT greater than or equal to 150, the widths of bridges to remain must be at least the sum of the lanes plus one-half the sum of the shoulders, parking lane, and curb reaction distance.

Clearance of 1.5 feet from the face of the curb to fixed objects must be provided when the posted speed is 40 to 45 mph. A ten foot clear zone measured from the driving lane must be provided when the posted speed exceeds 45 mph.

For volumes greater than 15,000 projected ADT, at least four through-traffic lanes are required, unless a capacity analysis demonstrates that a different lane configuration achieves level of service D or better.

Structures: Vehicular roadway bridge and underpass structures when two-way bicycle traffic is accommodated: on bridge or underpass sidewalks, the sidewalk clear width shall be no less than eight feet, but preferably ten feet. Whenever practicable, the shoulder/clear zone of an off-road shared use path should be carried across bridges and through underpasses. The minimum structure clear width must be 12 feet. When the surface width plus shoulder/clear zone full width of the approach shared use path is greater than the proposed clear width of the structure, a lead-in bicycle safety railing is required at each end of the bridge or underpass. As an alternative to lead-in bicycle safety railing, the surface width of the approach shared use path may be narrowed at a 1:50 taper while maintaining minimum surface width and shoulder/clear zone through the structure.

Statutory Authority: *MS s 14.386*

History: *37 SR 697*

Published Electronically: *January 31, 2013*

8820.9945 [Repealed, 20 SR 1041]

Published Electronically: *October 15, 2007*

8820.9946 MINIMUM DESIGN STANDARDS, URBAN; RECONDITIONING PROJECTS.

Subpart 1. **Two-way streets.** In the following design chart, total width is from face-to-face of curbs.

Reconditioning projects for two-way urban roadways must meet or exceed the minimum dimensions indicated in the chart.



Legend

Road Designations

- Trunk Highway
- County State Aid Highway
- Municipal State Aid Street
- Local Street
- Private Street
- Ramp or Loop
- City Limits

Source:
Aerial Photography - 2010 Bing Maps



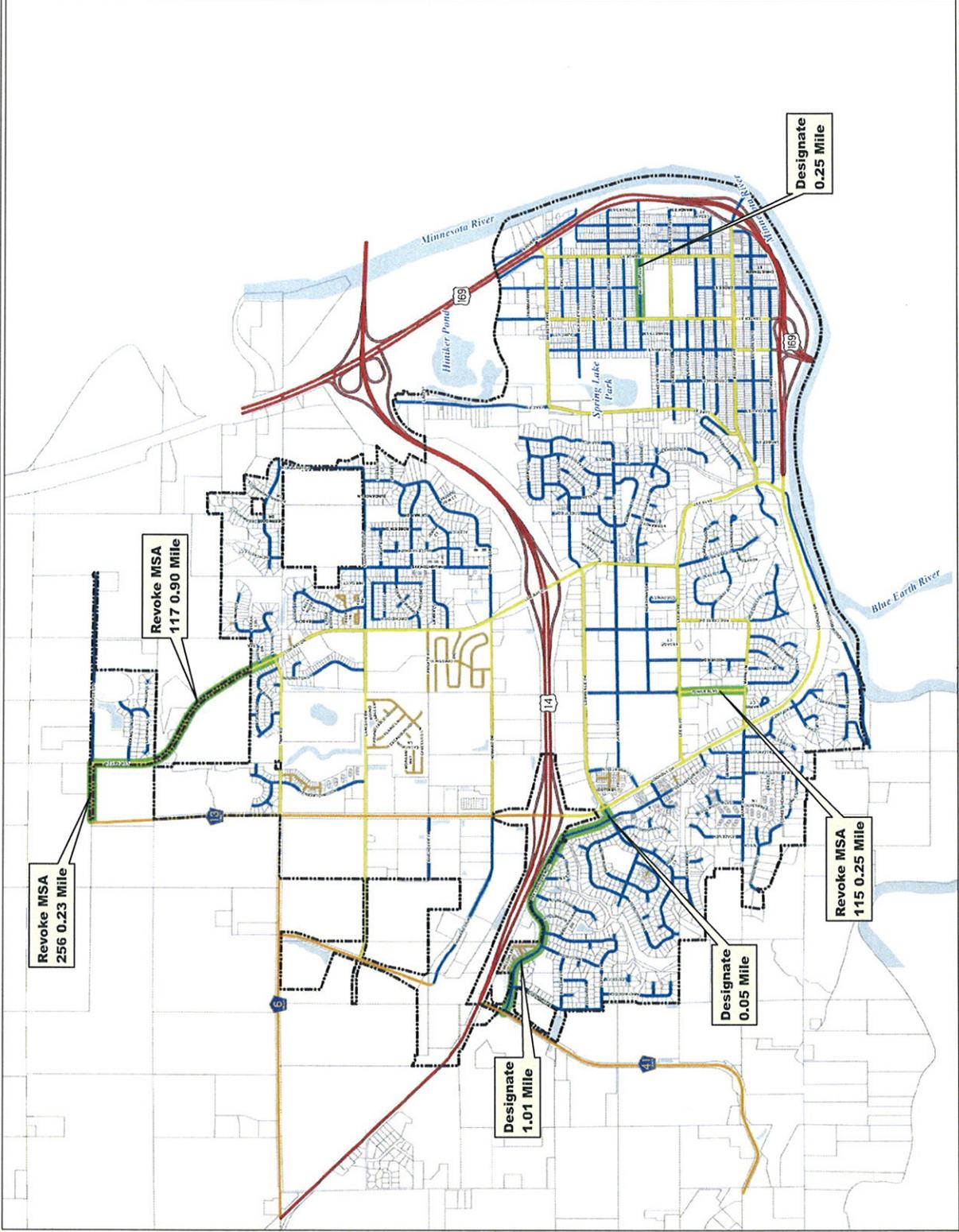
0 2,000 Feet



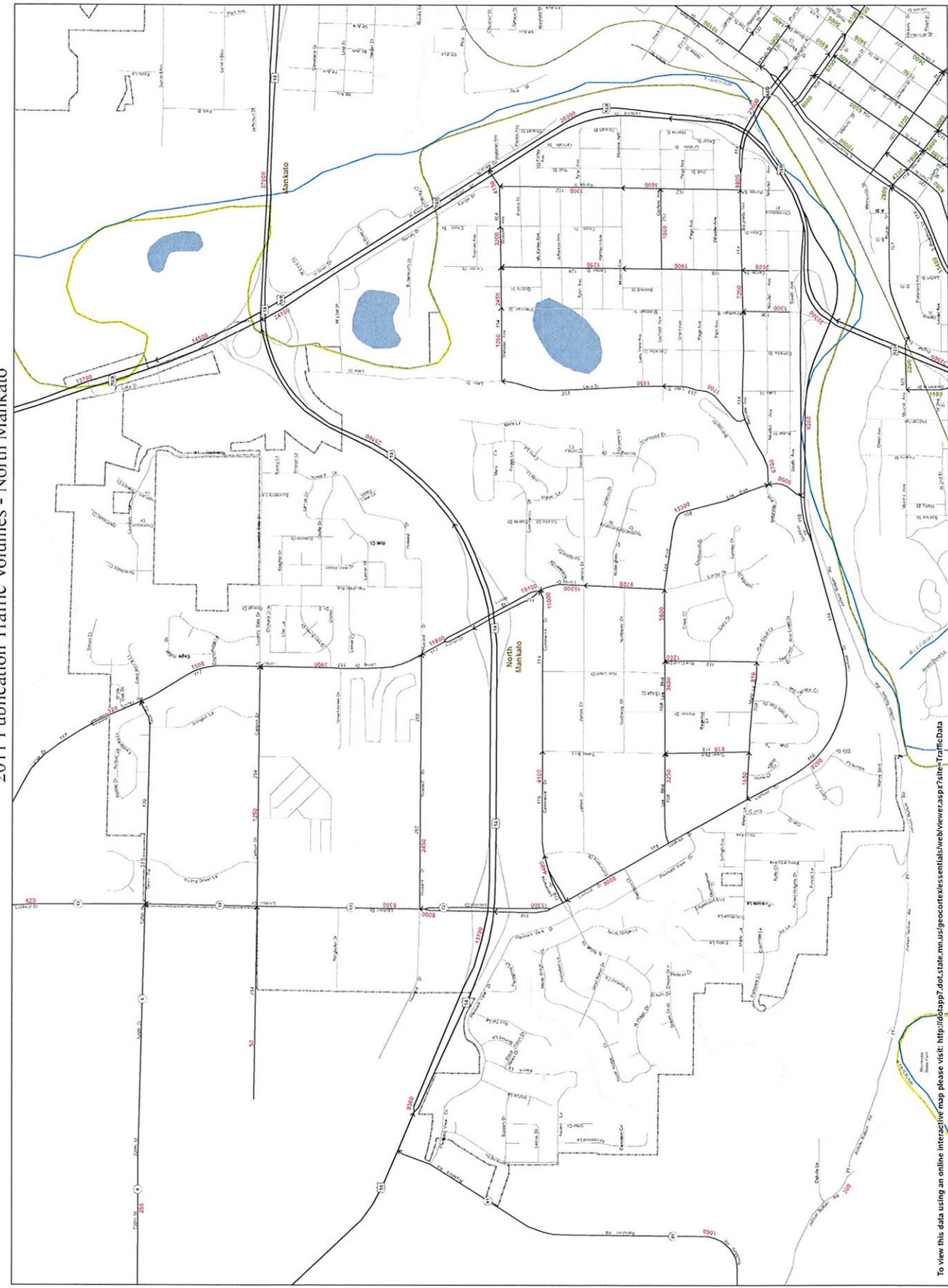
Road Designations

Figure 1

February, 2013



2011 Publication Traffic Volumes - North Mankato



0 0.25 Mi.

Numbers Indicate Average Annual Daily Traffic (AADT) Volumes on Designated Road
 Yearly Volume Subject to Variability Due to Seasonal Effects
 For More Info Visit: <http://www.dot.state.mn.us/trafficdata/index.html>
 Minnesota Department of Transportation
 Office of Transportation Data and Analysis

MAP LEGEND

AADT Year
 2011 2010
 2009 2008
 2007 and older

Interstate
 US Highway
 MN Highway
 CSAH
 MSAS
 County Road
 Other Road

Railroads
 Cities
 COUNTIES
 Lakes
 Rivers
 Perennial Streams
 Ditches

National Forests
 National Parks
 Tribal Gov'ts
 State Forests
 State Parks

Map Source:
 Minnesota Department of Transportation
 Office of Transportation Data and Analysis
 Traffic Volume Program
<http://www.dot.state.mn.us/trafficdata/index.html>

To view this data using an online interactive map please visit: <http://dotapp.dot.state.mn.us/geocites/essentials/webviewer.aspx?file=TrafficData>



CITY OF NORTH MANKATO

Proclamation

WHEREAS, the Society for the Preservation and Encouragement of Barber Shop Quartet Singing in America, Inc. (SPEBSQSA)—known now as The Barbershop Harmony Society—was officially organized April 11, 1938 in Tulsa, Oklahoma; and

WHEREAS, what began as a small group has steadily blossomed into the world's largest all-male singing organization, an international organization of men from all stations of life; and

WHEREAS, the Barbershop Harmony Society is dedicated to the spread of harmony for the enjoyment of all people of the world through organizing and encouraging close-harmony singing groups; and

WHEREAS, the Barbershop Harmony Society encourages harmony amongst all people of the world through the universal language of music; and

WHEREAS the Barbershop Harmony Society has actively preserved and presented a distinct style of vocal music that originated in North America; and

WHEREAS, the Barbershop Harmony Society is dedicated to sustaining and preserving an American tradition, the barbershop quartet; and

WHEREAS, the Barbershop Harmony Society promotes musical education through music scholarships and other means, and supports charitable foundations; and

WHEREAS, the Barbershop Harmony Society is engaged in laudable civic service and enrichment of our cultural life through the fostering of traditional values in entertainment and community endeavors; and

WHEREAS, the Riverblenders Barbershop Group is performing their annual show on April 11, 2013 at Crossview Covenant Church, 2000 Howard Drive West, North Mankato;

NOW, THEREFORE, I, Mark Dehen, Mayor of the City of North Mankato, Minnesota, do hereby proclaim the week of April 7 – 13, 2013 as

Barbershop Harmony Week

In witness whereof, I have hereunto set my hand and caused the seal of the City to be affixed on the 1st day of April 2013.




Mark Dehen, Mayor

