

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 September 15, 2014. Mayor Dehen called the meeting to order at 7:16 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, Steiner; City Administrator Harrenstein, Finance Director Thorne, Attorney Kennedy, City Clerk Van Genderen, Planner Fischer, and Public Works Director Swanson.

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 Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council Budget Workshop of August 25, 2014. Vote on the motion: Norland, Spears, Steiner, and Dehen, aye; Freyberg, abstained; no nays. Motion carried.

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council Budget Workshop of September 2, 2014. Vote on the motion: Norland, Freyberg, Spears, Steiner, and Dehen, aye; no nays. Motion carried.

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council meeting of September 2, 2014. Vote on the motion: Norland, Freyberg, Spears, Steiner, and Dehen, aye; no nays. Motion carried.

Public Hearing, 7 p.m. – Tax Increment Financing District No. IDD 1-23

The Mayor opened the public hearing to consider Tax Increment Financing District No. IDD 1-23 which was recommended by the North Mankato Port Authority at their meeting earlier in the evening. With no one appearing before the Council, the Mayor closed this portion of the meeting.

Consent Agenda

Council Member Freyberg moved, seconded by Council Member Norland, to approve the Consent Agenda as presented:

- A. Bills and Appropriations.
- B. Res. No. 56-14 Approving Donations/Contributions/Grants.
- C. Set Public Hearing for 7 p.m. on Monday, October 6, 2014 to Consider Electric Franchise Ordinances.
- D. Set Public Hearing for 7 p.m. on Monday, October 6, 2014 to Consider Vacation of Utility Easements in Presidential Estates.
- E. Application for 2014 Taxi Cab License for WS Transportation, LLC

Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen, aye; no nays. Motion carried. Council Member Spears stated he would like the Electric Franchise Ordinance to include aesthetic concerns when the electric company trims trees. Mayor Dehen thanked Mankato United Soccer Club for their generous donation to the Caswell Park North Soccer Complex concession building.

Public Comments

Bradley Peterson with the Coalition of Greater Minnesota Cities (CGMC), appeared before the Council and presented a PowerPoint presentation on the work of the Coalition on behalf of Greater Minnesota. He stated CGMC lobbied for Local Government Aid and reported a \$7.8 million increase in 2015, and \$2.5 million increase in 2016. Rural Broadband received significant attention and received \$20 million in Supplemental Budget. CGMC joined Move MN Coalition to push for funding for transportation in 2015. CGMC also fought rushed regulations by the Minnesota Pollution Control Agency (MPCA) for new nutrient standards for rivers and streams. Council Member Spears questioned the feasibility of installing Broadband when technology moves so quickly. Administrator Harrenstein commented that the water regulations were inconsistent and hard to justify. Bradley appreciated the comments and wanted specific examples to help fight the water legislation. Council Member Freyberg commented that one of the City's focus was transportation and more money should be focused on roads and bridges.

Brian Mechler, 303 Belgrade, appeared before the Council and reported that the Mini-Maze kickoff would be Wednesday, September 17, 2014 or Thursday, September 18, 2014.

Phil Henry, 1300 Noretta Drive, appeared before the Council and stated that the donations list should indicate if the donation was money or an in-kind donation.

Business Items**Res. No. 57-14 Approving Tax Increment Financing District IDD No. 1-23**

Administrator Harrenstein stated the public hearing was held earlier in the evening and the resolution was recommended by the Port Authority Commission. **Council Member Steiner moved, seconded by Council Member Norland, to adopt Res. No. 57-14 Approving Tax Increment Financing District IDD No. 1-23. Vote on the Resolution: Norland, Freyberg, Spears, Steiner, and Dehen aye; no nays. Motion carried.**

Res. No. 58-14 Ordering and Accepting Feasibility Report, Ordering Improvements and Authorizing Preparation of Plans and Specifications for Project No. 14-03DEF, Lookout Drive Reconstruction and Roundabout

City Engineer Sarff appeared before the Council and presented a PowerPoint about the Lookout Drive Reconstruction and Roundabout. He stated the project was included in the City's Capital Improvement Plan for 2015 and significant federal funds were secured for the project. He provided an overview of the existing conditions stating the concrete pavement was in poor condition, the TH 14/WB ramp has poor sight conditions, the bridge deck was deteriorating, bridge railings do not meet current standards, and the bridge joints need rehabilitation. Sarff also stated that in 2011 Mn/DOT completed an Intersection Control Evaluation and recommended a roundabout for the TH 14/WB ramp. He provided the advantages and disadvantages of two design options, Design Option 1 had one roundabout while Design Option 2 had two roundabouts. Sarff stated they were recommending Design Option 2 with an estimated cost of \$4,528,000. Sarff provided the estimated project funding which included Federal Funds of \$3,084,000, other MnDOT State Funds of \$709,000, and the City (Municipal State Aid Fund Advance) \$735,000. Mayor Dehen asked if the interchanges would impact truck movement. Sarff stated Design 1 would have a tighter radius and trucks may encroach on the roadway, he said in Design 2 there should not be any problem. Administrator Harrenstein asked Sarff how far ahead would the City access State Aid. Sarff said the City would tap out Minnesota State Aid Funds for five years based on this project and current obligations. Council Member Spears asked if a conventional intersection would be more cost effective. Mayor Dehen responded that the cost would be

roughly the same but MnDOT's funding was predicated on a roundabout. Council Member Freyberg questioned how they suggested detouring traffic for the project. Public Works Director Swanson said they were recommending the use of Highway 41 keeping traffic away from residential areas. **Council Member Norland moved, seconded by Council Member Steiner to approve Res. No. 58-14 Ordering and Accepting Feasibility Report, Ordering Improvements and Authorizing Preparation of Plans and Specifications for Project No. 14-03DEF, Lookout Drive Reconstruction and Roundabout with Design Option 2. Vote on the Resolution: Norland, Freyberg, Spears, and Steiner aye; Dehen abstained; no nays. Motion carried.**

Res. No. 59-14 Authorizing Advertisement for Bids and Setting Bid Opening Date for Well No. 6 Rehabilitation

City Engineer Sarff stated Well No. 6 is located in the Lower North Mankato water plant and underwent rehabilitation in 2007-2008. He reported that it is recommended that well rehabilitation occur every 6-8 years. Sarff reported that the well has a steel casing but it is missing part of that casing. He said the estimate for rehabilitating the well using a steel well casing is \$124,150.00. Administrator Harrenstein stated the cost was included in the Water Fund. **Council Member Norland moved, seconded by Council Member Spears to approve Res. No. 59-14 Authorizing Advertisement for Bids and Setting Bid Opening Date for Well No. 6 Rehabilitation. Vote on the Resolution: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

City Administrator and Staff Comments

Public Works Director Swanson reported crews were working on the sidewalks at the Caswell North Soccer Fields, he was glad to report they were able to use the mill from the LorRay Drive project for the base of the sidewalk. He stated the Belgrade Hill project was focusing on utility and will begin asphalt work the week of September 22, 2014 with planned completion within 30 days.

Mayor and Council Comments

Council Member Freyberg reported he attended the Intergovernmental Meeting and MPO Meeting.

Mayor Dehen stated the packet included a letter from the U.S. Hwy 14 Partnership.

Mayor Dehen reported the Intergovernmental Meeting discussed Riverfront Park noise with more discussion to be held in the future. He stated they planned to have CCTV operational at Bethany College by November 2014. They also discussed the Local Option Sales Tax.

Mayor Dehen asked if a Council Member would be available on September 27, 2014 to attend the Arf Walk in Land of Memories Park. Council Member Steiner said he would attend to represent the City of North Mankato.

Mayor Dehen stated that "Boogie on Belgrade" would occur on Friday, September 26, 2014 and Bier on Belgrade would be held Saturday, September 27, 2014. He requested Jim Whitlock from Business on Belgrade speak. Jim stated Bier on Belgrade would be from 12:00 p.m.-7:00 p.m. and would feature two bands, a Polka band and a rock and roll band. He also stated they would like the Council Members to sign-up for Vegetable Justice. Jim announced Business on Belgrade was granted 501(c)3 status and now held the same status as a Chamber of Commerce.

Mayor Dehen reported 2014 Pack the Stands Soccer between Mankato East and Mankato West would be held at the Caswell North Soccer Fields on September 27, 2014.

Public Comments

Barb Church, 102 East Wheeler, appeared before the Council and asked when citizens could provide their input prior to the 2015 Budget Public Hearing. Mayor Dehen responded that comments were always welcome at Council Meetings during Public Comments and written comments submitted to himself, Council Members, or City Staff were also a good way to make recommendations. Barb also asked if there would be an opportunity for citizen input on the City's Comprehensive Plan. Administrator Harrenstein stated the Planning Commission would hear comments.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting adjourned at 8:40 p.m.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 7	Department: Administrator	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Public Hearing, 7 p.m. - Electric Franchise Ordinances (not setting fees)																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The proposed ordinances reflect the current relationship with the franchisees. Notice of Public Hearing was published on September 19, 2014.																														
REQUESTED COUNCIL ACTION: Item 11A is the adopting resolution for this item.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Notice of Public Hearing</u> <u>Affidavit of Publication</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**NOTICE OF HEARING ON
FRANCHISE ORDINANCES FOR XCEL AND BENCO TO BE
EFFECTIVE JANUARY 1, 2015**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, October 6, 2014, commencing at 7:00 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, on adopting franchise ordinances for Xcel and Benco to be effective January 1, 2015.

Such persons as desire to be heard with reference to the franchise ordinances for Xcel and Benco will be heard at this meeting. Persons unable to attend the hearing may send written testimony to the City Administrator's office prior to the meeting. Copies of the proposed ordinance are available for public inspection in the City Administrator's Office, Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota.

Dated this 15th day of September 2014.

April Van Genderen
City Clerk
City of North Mankato, Minnesota

AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.

County of Blue Earth

James P. Santori, being duly sworn, on oath says that he is the publisher or authorized agent and employee of the publisher of the newspaper known as *The Free Press and The Land*, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute 331.02, 331.06, and other applicable laws, as amended.

(B) The printed _____ Notice _____

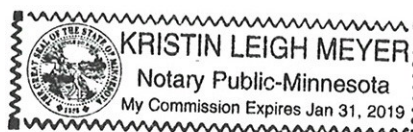
_____ which is attached was cut from the columns of said newspaper, and was printed and published once each week, for ¹ _____ successive weeks; it was first published on _____ Friday _____, the ¹⁹ _____ day of _____ September _____, 20¹⁴, and was thereafter printed and published on every _____ Friday _____ to and including _____ Friday _____, the ¹⁹ _____ day of _____ September _____, 20¹⁴; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

By: _____
Publisher

Subscribed and sworn to before me on this ¹⁹ _____ day of _____ September _____, 20¹⁴.

Notary Public



September 19, 2014
**NOTICE OF HEARING ON
FRANCHISE ORDINANCES
FOR XCEL AND BENCO TO BE
EFFECTIVE JANUARY 1, 2015**
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Such persons as desire to be heard with reference to the franchise ordinances for Xcel and Benco will be heard at this meeting. Persons unable to attend the hearing may send written testimony to the City Administrator's office prior to the meeting. Copies of the proposed ordinance are available for public inspection in the City Administrator's Office, Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota.
Dated this 19th day of September 2014.
April Van Genderen
City Clerk
City of North Mankato, Minnesota

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 8	Department: City Planner	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Public Hearing, 7 p.m. - Vacating Utility Easements in Outlot B, Presidential Estates																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: As part of the vacating of utility easements in Outlot B, Presidential Estates it is necessary to set and hold a public hearing to formally vacate an existing utility easement. All local utility companies have been notified of the proposed vacation of the utility easement.																														
REQUESTED COUNCIL ACTION: Item 11C is the adopting resolution for this item.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Notice of Public Hearing</u> <u>Affidavit of Publication</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**NOTICE OF HEARING ON
UTILITY VACATION OUTLOT B, PRESIDENTIAL ESTATES**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, October 6, 2014, commencing at 7:00 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider the vacation of the following described utility easements:

A strip of land 60.00 feet in width over, under, and across all that part of Outlot B, Presidential Estates, according to the recorded plat thereof, on file and of record with the Nicollet County Recorder,

Dated this 22nd day of September 2014.

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

AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.

County of Blue Earth

James P. Santori, being duly sworn, on oath says that he is the publisher or authorized agent and employee of the publisher of the newspaper known as *The Free Press and The Land*, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute 331.02, 331.06, and other applicable laws, as amended.

(B) The printed _____ Notice _____

_____ which is attached was cut from the columns of said newspaper, and was printed and published once each week, for 1 successive weeks; it was first published on Tuesday, the 23 day of September, 2014, and was thereafter printed and published on every Tuesday to and including Tuesday, the 23 day of September, 2014; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

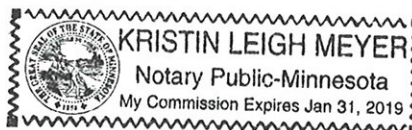
abcdefghijklmnopqrstuvwxyz

By: [Signature] Publisher

Subscribed and sworn to before me on this 23 day of September, 2014.

[Signature]
Notary Public

September 23, 2014
**NOTICE OF HEARING ON
UTILITY VACATION OUTLOT B,
PRESIDENTIAL ESTATES**
NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, October 6, 2014, commencing at 7:00 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider the vacation of the following described utility easements:
A strip of land 60.00 feet in width over, under, and across all that part of Outlot B, Presidential Estates, according to the recorded plat thereof, on file and of record with the Nicollet County Recorder.
Dated this 22nd day of September 2014.
Nancy Gehrke, CMC
City Clerk
City of North Mankato, Minnesota



CLAIM REPORT
BILLS PAID AFTER THE COUNCIL MEETING OF SEPTEMBER 15, 2014
END OF MONTH

78654	Void	Void	(\$980.66)
78799	Nicollet County Recorder	recording of Warranty Deed-Port Authority	\$46.00
78800	Nicollet County Treasurer	2nd half real estate taxes-Port Authority	\$1,604.00
78801	Nicollet County Treasurer	State Deed Tax-Port Authority	\$1,402.50
78802	Void	Void	\$0.00
78803	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$685.00
78804	Law Enforcement Labor Service	employee payroll deductions	\$405.00
78805	NCPERS Minnesota-Unit 662400	employee payroll deductions	\$176.00
78806	United Way	employee payroll deductions	\$225.62
78807	ICMA Retirement Trust - 457	employee payroll deductions	\$3,773.85
78808	AT&T Mobility	cell phone bill-Bookmobile	\$26.54
78809	Hy-Vee, Inc.	items for concessions-Caswell	\$75.31
78810	Navitor Midwest	business cards-Gen Gov & Police	\$147.38
78811	Nicollet County Recorder	recording of Warranty Deed-Port Authority	\$92.00
78812	Nicollet County Treasurer	State Deed Tax-Port Authority	\$1,662.37
78813	Nicollet County Treasurer	2nd half real estate taxes-Port Authority	\$909.00
78814	North Mankato Motor Vehicle Registrar	MVET fee for 2015 Ford 250 Truck-Cap Fac	\$1,905.62
78815	Telrite Corporation	long distance phone bill-Gen Gov	\$218.15
78816	Verizon Wireless	cell phone bill-Gen Gov, Police & Comm Dev	\$145.24
78817	City of Mankato	water bill-Public Access	\$30.87
78818	Nicollet County Treasurer	2nd half real estate taxes-Jt. Economic Dev Fund	\$1,785.00
78819	Delta Dental	employee payroll deductions	\$834.73
78820	Enventis	telephone bill-All Depts.	\$470.07
78821	John Deere Financial	equip parts & equipment for unit #285-Park & Cap Fac	\$964.95
78822	National Insurance Services of WI, Inc.	life insurance October	\$585.55
78823	National Insurance Services of WI, Inc.	long term disability insurance October	\$1,218.79
78824	National Insurance Services of WI, Inc.	voluntary life insurance October	\$68.50
78825	Sprint	PCS connection card data plan-Police & 2014 Const	\$74.40
78826	Twin City Striping	line striping-Street Dept.	\$1,254.56
78827	Matson Concrete, Inc.	install sidewalk Soccer Fields-Sales Tax	\$15,540.67
78828	State of Minnesota	UCC Financing Statement Continuation-Port Auth	\$20.00
78829	US Postmaster	postage for Fall newsletter-Comm Dev	\$1,285.60
78830	MMFL Fall State Tournament	10% concession stand sales tournament 9/28	\$135.67
Wire 9/16	Cemstone Products Company	wire for purchase of Lot 1, Block 1, Northport #17	\$393,167.54
Wire 9/16	Northmar Real Estate Services	wire for commission Lot 1, Block 1, Northport #17	\$29,750.00
Total			<u>\$459,705.82</u>

CLAIMS CONTINUED

General	\$10,108.47
Local Option Sales Tax	\$15,540.67
Port Authority	\$428,653.41
Capital Facilities & Equipment Replacement-General	\$2,376.60
Joint Economic Development Fund	\$1,785.00
2014 Construction	\$130.45
Water	\$659.71
Sewer	\$254.54
Recycling	\$113.00
Storm Water	\$29.57
Solid Waste	\$0.00
Public Access	\$54.40
	<hr/>
Total	<u><u>\$459,705.82</u></u>

PORT AUTHORITY INVOICES
BILLS PAID AFTER THE COUNCIL MEETING OF SEPTEMBER 15, 2014
END OF MONTH

Nicollet County Recorder	recording of Warranty Deed-Port Authority	\$46.00
Nicollet County Treasurer	2nd half real estate taxes-Port Authority	\$1,604.00
Nicollet County Treasurer	State Deed Tax-Port Authority	\$1,402.50
Nicollet County Recorder	recording of Warranty Deed-Port Authority	\$92.00
Nicollet County Treasurer	State Deed Tax-Port Authority	\$1,662.37
Nicollet County Treasurer	2nd half real estate taxes-Port Authority	\$909.00
Nicollet County Treasurer	2nd half real estate taxes-Jt. Economic Dev	\$1,785.00
State of Minnesota	UCC Financing Statement Continuation-Port Auth	\$20.00
Cemstone Products Company	wire for purchase of Lot 1, Block 1, Northport #17	\$393,167.54
Northmar Real Estate Services	wire for commission Lot 1, Block 1, Northport #17	<u>\$29,750.00</u>
Total		<u><u>\$430,438.41</u></u>

CLAIM REPORT
FOR REGULAR COUNCIL MEETING OF OCTOBER 6, 2014

ICMA Retirement Trust - 457	employee payroll deductions	\$3,773.85
ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$685.00
Albright, James	lawn maintenance-Public Access	\$90.00
Alley Auto	equipment parts-Park Dept.	\$1,970.05
Ameripride	mats-Library	\$121.52
American Payment Centers	utility drop box rental-Sewer Dept.	\$93.00
AmLawn	mowing-Park Dept.	\$945.00
Ancom Technical Center	radio repairs-Fire Dept.	\$190.00
Audio Editions	audio books & supplies-Library	\$569.42
Barnes & Noble	prizes for summer reading-Library	\$30.00
Benco Electric Cooperative	electric bill-All Depts.	\$31,354.42
Benco Electric Cooperative	damaged light pole-Park Dept.	\$969.13
Bolton & Menk, Inc.	engineering fees-All Depts.	\$13,299.00
Brown Traffic Products, Inc.	testing of signal lights-Traffic Lights	\$1,550.00
C & S Supply Co., Inc.	equipment parts & supplies-All Depts.	\$391.63
Cemstone Concrete Materials	concrete for Soccer Fields-Sales Tax	\$13,865.00
CenterPoint Energy	gas bill-All Depts.	\$1,006.20
City of Mankato	wastewater fee for October	\$50,000.00
Connect Business Magazine	ad-Port Authority	\$479.00
Countryside Refrigeration & Heating	equipment parts-Caswell	\$534.65
Crawler Welding, Inc.	equipment parts-Street Dept.	\$4,173.45
DKemp Associates, LLC	IT services-All Depts.	\$4,369.40
DH Athletics	marking paint for Soccer Fields-Sales Tax	\$169.08
Dalco	supplies-All Depts.	\$140.10
DEMCO, Inc.	supplies-Library	\$20.73
Emergent Networks	equipment parts-Gen Gov & Library	\$315.00
Fastenal Company	equipment parts-Street & Sewer Depts.	\$57.15
Ferguson Enterprises, Inc.	equipment parts-Water Dept.	\$25.06
Finance & Commerce, Inc.	ad for bids for Well #6 rehabilitation-Water Dept.	\$366.45
Foth Infrastructure & Environment	consulting service-Solid Waste	\$3,217.06
Freyberg Petroleum Sales, Inc.	grease & oil-All Depts.	\$1,681.20
Gale/Cengage Learning	book-Library	\$26.39

CLAIMS CONTINUED

Government Finance Officers Assn.	membership dues-Gen Gov	\$190.00
Grainger	supplies-Water Dept.	\$36.80
Greater Mankato Rotary Club	membership dues-Gen Gov	\$199.00
Hansen Sanitation	refuse pickup-Solid Waste	\$49,516.08
Holtmeier Construction	Estimate #2 RoeCrest/Noretta/Belgrade Ravine	\$208,338.09
Ingram Library Services	books-Library & Bookmobile	\$2,741.82
Javens Mechanical Contracting	test & repair backflow preventer-Sewer Dept.	\$214.17
Kennedy & Graven	legal services-Port Authority & 2014 Construction	\$6,592.50
Kunkel Electric, Inc.	equipment parts-Signal Lights	\$555.40
LJP Enterprises, Inc.	trailer rent-Recycling	\$600.00
Lakes Gas Co.	LP gas-Recycling	\$210.00
Lakeshore Learning Materials	supplies for Imagination Station-Library	\$494.44
Larkstur Engineering	equipment parts-Street Dept.	\$46.27
L.M.C.I.T.	increase bond limit-Gen Gov	\$30.00
Lloyd Lumber	equipment parts & supplies-All Depts.	\$3,872.94
Long, Jim	refund water bill credit	\$161.46
Madden, Galanter & Hansen	legal services-Gen Gov	\$652.11
Mankato Industrial Coatings	equipment for unit #302-Cap Fac	\$425.00
Mankato Public Schools	transportation for special program-Library	\$65.40
Matheson Tri-Gas, Inc.	welding supplies-Shop	\$171.11
Matson Concrete, Inc.	bike pad Lee Blvd & South Ave-Street Dept.	\$1,900.00
Menards-Mankato	supplies-All Depts.	\$130.53
Minn Bureau of Criminal Apprehension	training-Police Dept.	\$285.00
Minnesota Valley Testing Lab	water & sample testing-Water & Sewer Depts.	\$218.00
MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$2,414.02
MRCI	wages for MRCI employees-Recycling	\$10,225.18
Newman Traffic Signs	signs-Gen Gov & Street Depts.	\$1,271.60
Nicollet County	2nd half real estate taxes	\$12,352.75
North Central International	equipment parts-Fire Dept.	\$69.12
North Kato Supply	supplies-Street Dept.	\$196.50
North Mankato Firemen's Relief Assn.	Fire State Aid-Fire Dept.	\$65,468.01
North Mankato Motor Vehicle Registrar	license tabs-Gen Gov	\$18.00
OverDrive, Inc.	downloadable audio/ebooks-Library	\$1,633.98
Pet Expo Distributors	aquatic service-Library	\$40.00
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$261.20
PowerPlan	equipment parts-Street Dept.	\$218.72
Praxair Distribution	supply-Water Dept.	\$30.05
Ramy Turf Products	grass seed & supplies-Sales Tax & Storm Water	\$1,106.50
Red Feather Paper Co.	supplies-Caswell	\$116.05
Reichs Quality Ironworks, Inc.	equipment parts-Street Dept.	\$40.00

CLAIMS CONTINUED

Requip, LLC	equipment parts-Recycling	\$1,290.66
River Bend Business Products	copier maintenance-Gen Gov & Library	\$911.70
Safety Kleen Systems, Inc.	clean drain pits-Street & Shop	\$6,210.50
Schwickerts	HVAC repair-Fire Dept.	\$118.00
Sherwin Williams	paint-Gen Gov, Sales Tax & Water Depts.	\$376.69
Sign Pro	supplies-Water Dept.	\$21.00
SirsiDynix	interface for Hoopla subscription-Library	\$530.00
Sarpohl Pressure Washer Sales, Inc.	equipment parts-Park Dept.	\$41.53
Southern Minnesota Construction	rock for Soccer Fields-Sales Tax	\$5,602.85
SPS Companies	plumbing supplies-Sales Tax, 2014 Const, Wtr & Swr	\$2,692.26
Staples Advantage	supplies-All Depts.	\$2,752.42
State Industrial Products	supplies-Shop	\$859.70
Superior Concrete Block	concrete-Street Dept.	\$333.35
Thorne, Clara	travel expenses for conference-Gen Gov	\$347.01
Traverse des Sioux Library Cooperative	2nd half 2014 contracted services-Library	\$2,222.70
US Post Office	postage-All Depts.	\$2,000.00
Verizon Wireless	cell phone & internet-All Depts.	\$341.86
Viking Electric Supply	electrical supplies-All Depts.	\$4,105.72
WW Communications & Security Specialist	Bethany transition-Public Access	\$5,638.00
Waco Scaffolding & Supply Co.	building materials Soccer Fields-Sales Tax	\$73.45
Wenzel Auto Electric Co.	equipment parts-Caswell & Park Depts.	\$246.99
Xcel Energy	electric bill-All Depts.	<u>\$21,136.34</u>
Total		<u><u>\$567,438.47</u></u>

CLAIMS CONTINUED

General	\$148,778.53
Local Option Sales Tax	\$29,511.70
Port Authority	\$4,203.61
Capital Facilities & Equipment Replacement-General	\$428.00
Port Authority State Revolving Loan Fund	\$2,414.02
Joint Economic Development Fund	\$6,243.00
2011 Construction	\$954.00
2014 Construction	\$222,324.41
Water	\$20,213.69
Sewer	\$56,496.93
Recycling	\$13,908.99
Storm Water	\$1,269.42
Solid Waste	\$52,733.14
Public Access	<u>\$7,959.03</u>
Total	<u><u>\$567,438.47</u></u>

PORT AUTHORITY INVOICES
FOR REGULAR COUNCIL MEETING OF OCTOBER 6, 2014

Connect Business Magazine	ad-Port Authority	\$479.00
Kennedy & Graven	legal services-Port Authority	\$92.50
MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth State Rev Loan	\$2,414.02
Nicollet County	2nd half real estate taxes	\$9,818.00
Petty Cash, Clara Thorne	petty cash items-Port Authority	\$6.72
Verizon Wireless	cell phone-Port Authority	<u>\$50.39</u>
Total		<u><u>\$12,860.63</u></u>

RESOLUTION NO. ____

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

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/grants are approved as follows:

Donor of Gift	Restriction on Gift	Amount
North Mankato Firefighters Relief Association	General Fund – Police Reserves	\$150.00
Traverse des Sioux	General Fund – Library Summer Reading	\$11.65
William G. Altnow Estate	Capital Facilities & Equipment Replacement – Police Dept.	\$10,875.00
Delta Kappa Gamma NM Chapter	General Fund – Library Backpack Food Program Winter Read	\$600.00
Marcia Jones Richards in Memoriam for Shirlee Ruble	General Fund – Library Book Club Bag	\$125.00
Robert H. Ihrig in Memoriam for Glenn Hansen	General Fund – Library Book	\$20.00

Adopted by the City Council this 6th day of October 2014.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9C	Department: Public Works	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Resolution of Application, Minnesota Public Facilities Authority Loan Application																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The City of North Mankato is applying for a Minnesota Public Facilities Authority Loan from the Drinking Water Revolving Fund in the amount of \$1,675,000 or the as-bid cost of the project for making improvements to its drinking water system.																														
REQUESTED COUNCIL ACTION: Adopting resolution to approve the application for the loan.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION OF APPLICATION
Minnesota Public Facilities Authority Loan Application
Drinking Water Revolving Fund

WHEREAS, the City of North Mankato is hereby applying to the Minnesota Public Facilities Authority for a loan from the Drinking Water Revolving Fund for making improvements to its drinking water system as described in the loan application; and

WHEREAS, the City of North Mankato estimates the loan amount to be \$1,675,000 or the as-bid cost of the project; and

WHEREAS, the City of North Mankato has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its bond to the Public Facilities Authority.

Adopted this 6th day of October 2014.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9D	Department: Administration	Council Meeting Date: 10/06/14																																		
TITLE OF ISSUE: Resolution Approving Mutual Aid Agreement																																				
BACKGROUND AND SUPPLEMENTAL INFORMATION: The City's Mutual Aid Agreement with LeSueur, Blue Earth and Nicollet Counties expires on December 31, 2014. In order to continue cooperative aid it is necessary to approve the Mutual Aid Agreement.																																				
REQUESTED COUNCIL ACTION: Adopting Resolution Approving Mutual Aid.																																				
For Clerk's Use: Motion By: _____ Second By: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Freyberg		_____	_____	Spears		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Mutual Aid Agreement</u> _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION APPROVING
MUTUAL AID AGREEMENT
AMONG LESUEUR, BLUE EARTH AND NICOLLET COUNTIES
INCLUDING THE CITIES OF COURTLAND, LAFAYETTE, NICOLLET, ST. PETER AND
THE CITY OF NORTH MANKATO

WHEREAS, Minnesota Statute 471.59 authorizes the joint and cooperative exercise of powers common to contracting parties; and

WHEREAS, the intent of this Agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the City of North Mankato enter into a Mutual Aid Agreement with LeSueur, Blue Earth and Nicollet Counties including the Cities of Courtland, Lafayette, Nicollet and St. Peter, such Mutual Aid Agreement is attached and made a part of this resolution.

Adopted by the City Council this 6th day of October 2014.

Mayor

City Clerk

Blue Earth, Nicollet, and Le Sueur County Mutual Aid Agreement

Purpose

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

Definitions

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means (Check the type of assistance that will be provided):
 - a. Public Works personnel and equipment _____ ☒
 - b. Fire and/or emergency medical services personnel and equipment _____ ☒
 - c. Law enforcement personnel and equipment _____ ☒
 - d. Utility personnel and equipment _____ ☒
 - e. Other personnel and equipment as listed below: _____

Procedure

1. **Request for assistance.** Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.
2. **Response to request.** Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.
3. **Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.

2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

3. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

Charges to the Requesting Party

Subd. 1 No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 48 hours. If assistance provided under this agreement continues for more than 48 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 48 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

Subd. 2 Such charges are not contingent upon the availability of federal or state government funds.

Duration

This agreement shall be in force for a period beginning January 1, 2015, for all parties executing the agreement before January 1, 2015.

This agreement shall be in force for a period beginning on the date and time of execution for all parties executing this agreement on or after January 1, 2015.

This agreement shall continue in force for all parties until January 1, 2025.

Any party may withdraw from this agreement upon thirty (30) days written notice to the other parties to the agreement.

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

Mutual Aid Agreement

Signature Page

The undersigned county/city hereby joins in this Mutual Aid Agreement. The collective copies of this agreement, executed by the various parties, shall have the same force and effect as if all parties had signed on a single page in a single document.

COUNTY OF _____

By: _____

Date: _____

By: _____
Chairperson of the County Board

Date: _____

By: _____
Administrator/Auditor

Date: _____

CITY OF _____

By: _____
Mayor

Date: _____

By: _____
Administrator/Clerk

Date: _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9E	Department: Administration	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Resolution Approving Consent Assessment Agreement																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Tamar Kranz at 302 Nicollet is requesting an assessment agreement with the City of North Mankato for the repair/replacement of the main water line to the property and agrees to a 7.00% per annum for the five-year agreement.																														
REQUESTED COUNCIL ACTION: Adopting resolution to approve consent assessment for 302 Nicollet.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Consent Assessment Agreement</u> <u>Estimate</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION APPROVING
CONSENT ASSESSMENT AGREEMENT

WHEREAS, the City of North Mankato has, at the property owner's request, paid for certain improvements that will benefit such property, specifically repair/replacement of water main to the property for the following described real estate:

S 80.5 ft. of E 50 ft. of Lot 16, Blk 5, Original Plat

302 Nicollet Avenue

PIN #18.685.0910

Cost: \$4,345.00

WHEREAS, the property owner desires that the cost of the repair/replacement of water main to the property be made as a special assessment against the property; and

WHEREAS, the property owner has executed a consent assessment agreement;

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

That the attached consent assessment agreement is approved and that the City Clerk is directed to forward a certified copy of this resolution along with a copy of the consent assessment agreement to the Nicollet County Auditor.

Adopted by the City Council this 6th day of October 2014.

Mayor

ATTEST:

City Clerk

CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) Tamar Kranz (Owner).

The parties are guided in reaching this agreement by the following facts:

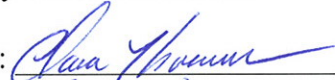
1. Owner's property is described as follows:
302 Nicollet Avenue
PIN # 18.685.0910
S 80.5 ft. of E 50 ft. of Lot 16, Blk 5
Original Plat
2. Owner desires to repair/replace main water line to the property.
3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
4. City is willing to repair in consideration for the owner's consent to the assessments.

The parties therefore make the following agreement:

1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$4,345.00. The assessment shall payable in equal installments extending over a period of five (5) years and shall bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor to be recorded against the affected property.
2. Prior to transmitting notice of the assessment to the County Auditor, the City shall fully perform all necessary construction concerning the improvement.

Adopted this 6th day of October, 2014

City of North Mankato

By: 
Its: FINANCE DIRECTOR



Property Owner

Mr. Rooter™

PLUMBING

The Plumber You Deserve.™

Tamar Kranz
302 Nicollet Ave
North Mankato MN 56003

Date: May 1, 2014
Phone: 507-340-0988
Fax Number:
Job Name: Water line replacement
Job Location: 302 Nicollet Ave

We hereby submit specifications and estimates for:

This is a proposal to replace the main water line from the curb box outside to the main valve inside. To do this replacement we will be using our water line splitting technique. To do water line splitting, we excavate around the curb box outside to gain access, open the concrete floor in the basement around the water line to gain access, and push a cable thru the existing lead water line. As the cable is pulled from the inside to the outside with the excavation equipment, it will pull the new water line thru with it. The new line will be connected to the existing curb box outside and inside there will be a new main shut off valve, secondary valve and drain valve installed inside to meet plumbing code standards. After the installation is complete and inspected the excavated soil will be replaced using compaction equipment and the concrete will be replaced in the basement as well.

Included in this proposal-

- Permit and inspection
- Excavation
- Removing concrete and disposing of offsite
- Water line replacement
- Installing the new valves
- Mounting the water meter
- Replacing the concrete
- Replacing the soil
- Re-seeding the lawn

Standard Price	Member Price	You Save
\$4,996.75	\$4,345.00	\$651.75

OPTION

2-WAY CLEANOUTS. It is likely that the sewer line and the water line run together. In the event that they do, we can install a 2 way cleanout system in the main sewer line. This allows easy access from the exterior in the event that the main sewer line were to plug.

Standard Price	Member Price	You Save
\$431.25	\$375.00	\$56.25

Please Note: To be eligible for member pricing you must be an Advantage Plan Member. Membership is \$149.00 for a 5 year membership.

Payment to be made as follows: See Clarifications

Submitted By: Sara Wenner/Luke Lowe

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature: _____

Note: This proposal may be
Withdrawn by us if not accepted within 30 days.

Acceptance of Proposal —

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: 530 North Riverfront Drive • Mankato, MN 56001
(507) 625-9721 • Fax (507) 388-5703

www.mrrooter.com

Independently Owned and Operated Franchise

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9F	Department: City Planner	Council Meeting Date: 10/06/14																																		
TITLE OF ISSUE: Consider Approval of Grant Administration Contract between the City of North Mankato and Minnesota Valley Action Council, Inc.																																				
BACKGROUND AND SUPPLEMENTAL INFORMATION: In 2014 and 2015, the City will allocate \$27,840 of Community Development Block Grant Funds (CDBG) to income-qualified persons for housing rehabilitation purposes. To administer the housing rehabilitation program, the City proposes to contract with Minnesota Valley Action Council (MVAC). MVAC has extensive work experience administering state and federal funded housing rehabilitation programs. As stated in the proposed Grant Administration Contract, the City agrees the fee to administer the housing rehabilitation program shall not exceed \$1,840. This cost would be funded from our CDBG allocation.																																				
REQUESTED COUNCIL ACTION: Consider approval of Grant Administration Contract.																																				
For Clerk's Use: Motion By: _____ Second By: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Freyberg		_____	_____	Spears		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Grant Administration Contract

This Agreement is made as of the 6th day of October, 2014, by and between the City of North Mankato, a city under the laws of the State of Minnesota (hereinafter referred to as "the City") and Minnesota Valley Action Council, Inc. a Minnesota corporation (hereinafter referred to as "the Consultant").

In consideration of the mutual covenants and promises hereinafter set forth, it is understood and agreed as follows:

1. Employment

City hereby retains and employs Consultant to perform certain necessary services to carry out grant administration and program implementation activities in connection with the Community Development Block Grant program award to the City (the "Grant").

2. Project

The scope of this project is to include the following activities in connection with the administration of the Grant: (a) Rehabilitate two (2) homes; and b) general project administration.

3. Basic Services of the Consultant

The Consultant will provide the following specific services to the City:

(a) Rehabilitation Programs

- (1) Consultant will develop rehabilitation program guidelines for single family activities and implement them in accordance with federal standards. Consultant will also provide as needed: program marketing; determination of eligibility; dwelling unit inspections; SHPO clearance; rehabilitation work write-ups; assistance to property owners in obtaining bids; coordinate, and where possible, secure other leverage funds; lead paint assessments and certifications; and inspections prior to and during construction.
- (2) The City and the Consultant mutually agree that repayment agreements shall be obtained from each qualified individual property owner prior to disbursement of Grant funds. Each repayment agreement shall be in the form of a mortgage securing each loan of Grant funds provided under the Grant to each qualifying individual property owner. Consultant agrees to complete all required mortgage documents and cause each such document to be properly executed and record the same at the applicable County Recorder's office.
- (3) The Consultant will provide periodic reports to the City disclosing the progress of the rehabilitation programs as well as a fiscal report identifying total contracts, other funds,

amounts paid, contractor data and any pertinent information for the required reporting to the federal government.

(b) General Administration. Consultant will:

- (1) Prepare all paperwork required for the release of grant and loan funds.
- (2) Assist in preparing all annual reports, the final grant report, and other submissions that are required throughout the life of the grant award.
- (3) Process all requests for payment from contractors.
- (4) Work with the City staff to establish the program's accounting system.
- (5) Administer regulations relating to civil rights, equal opportunity, fair housing, residential anti-displacement and other Special Conditions as may be set forth in the grant agreement.
- (6) Complete all closeout documents and citizen participation activities that are required to take place upon completion of the project.
- (7) Provide regular reports to the City Council, attend City Council meetings as needed, and perform other necessary activities as may be required for the efficient implementation of the project.
- (8) Prepare the Rehabilitation Policy Manuals and Rehabilitation Standards.
- (9) Provide monitoring of rehabilitation activities to ensure timely completion and compliance with grant guidelines.
- (10) Upon grant closeout, all program files developed during the project will be delivered to the City for long-term maintenance.

4. Project Implementation Services

Consultant and City intend to establish a close cooperative working relationship. Consultant and City agree that City is responsible for the performance of certain acts and functions that will enable Consultant to fulfill its duties under this Agreement. The City agrees that Consultant will, in the course of administration of the Grant, may require the cooperation and services of the City's Attorney and City Administrator. In performing the Basic Services, the Consultant does not intend to eliminate or reduce the services that will be required of the City Attorney or City Administrator in the course of the project. The Consultant intends to provide administrative services that shall be undertaken only at the request of and under the direction of the City Council. Associated with performing these activities, the Consultant shall be responsible for developing the necessary subcontracts for rehabilitation inspections and lead risk assessments and insuring that the tasks assigned to the Consultant and the inspection subcontractors are completed. In addition, the Consultant shall provide the following:

- (a) The Consultant shall work with the City staff to coordinate planning and implementation of the City's project.
- (b) The Consultant shall, at such time and in such forms as the City requests, furnish to the City Council such periodic reports as it may request pertaining to the project.
- (c) The Consultant shall, at the City's request, provide a copy of any and all reports or documents created, generated or obtained by the Consultant in the course of providing the services, which documents may be retained by the City as a part of its permanent records.
- (d) The Consultant will utilize subcontractors for lead risk assessment services. The Consultant will have a separate agreement with other subcontractors for these services.

5. Limitation of Consultant Services

City and Consultant agree that Consultant will not provide and is not obligated to provide the following services under this Agreement:

- (a) The Consultant will not provide or be obligated to obtain legal advice or architectural/engineering services to or on behalf of the City.
- (b) The Consultant shall not undertake any activity or action unless the City Council has provided appropriate policy direction or specific authorization to do so.
- (c) The Consultant will not be responsible for the disbursement of moneys from the applicable federal agency. The City shall be responsible for maintaining the program's accounting system.
- (d) The Consultant will not undertake those administrative tasks that are otherwise assigned to be delegated to City staff.
- (e) Consultant will not employ subcontractors whose services shall be directly billable to the City without the express written authorization and approval of the City. Notwithstanding the foregoing, Consultant reserves the right to subcontract any and all services in consideration of the Compensation and Payment set forth in Section 6 below.

6. Compensation and Payment

The Consultant agrees:

- (a) To provide professional services as necessary to complete the administration, management, and implementation of the project. The Consultant will provide services on an hourly reimbursement basis that includes both direct and indirect allocable costs incurred for the performance of the grant. These costs will be invoiced at the current hourly rate, and an itemization of hours by project will be provided with the draw down request. Any subcontractor services shall be invoiced through the Consultant at the subcontractor's invoice rate.
- (b) The Consultant and the City agree that the maximum grant administration fees for services shall not exceed \$920 per project, \$1,840 in total for the duration of the project.

- (c) Said maximum fees shall apply through and including July 31, 2015.
- (d) In the event that the services of the Consultant are required by the City after the date that said grant close-out is to occur, said services shall be billed to the City in accordance with the standard billing rates of the Consultant in effect at the time with said additional services being in addition to the aforesaid maximum fee.
- (e) In the event the City requests Consultant to perform services not included in this Agreement, or in the event there is a substantial change in the nature of the work or the issues involved, City and Consultant shall create a written addendum to this Agreement the terms hereof.

7. Schedule and Method of Payment

All charges for grant administration services and reimbursable expenses shall be billed to the City monthly. All bills are due upon receipt and shall be paid by the City no later than the date of the next regular City Council meeting or as soon thereafter as funds become available in the Small Cities Development grant fund. All billings from the Consultant for this project shall be itemized in a manner acceptable to the City. City agrees to pay interest computed at 8 percent per annum on any portion of its account that remains unpaid for more than 30 days. In the event City fails to pay all fees and expenses when billed, City also agrees to pay costs and expenses of collection, including attorney's fees incurred in collecting the unpaid account. City understands that Consultant need not proceed with or perform the services hereunder as long as any fees or expenses are unpaid.

8. Cooperation between the City and the Consultant

It is the intent of this Agreement that a close cooperative working relationship be established between the City and the Consultant. Among the City's specific responsibilities under this Agreement are:

- (a) To make available to the Consultant, at no cost and in a timely manner, any available data, studies, reports, maps and other documents in its possession or available to it pertinent to the services to be performed.
- (b) To assist the Consultant in arranging and scheduling meeting and contacts with local public officials, private agencies and individuals, and providing limited space for application intake as may be necessary.
- (c) To provide any legal information, guidance, advice and opinion necessary hereunder.
- (d) To cooperate and assist in assembling information, data and other aid needed to facilitate the Consultant's activities hereunder, including review by City officials and other governmental agencies.
- (e) To act as the Fiscal Agent for the grant, including the receipt and disbursement of all grant funds.

9. Termination of Contract

- (a) Termination for Cause: If, for any reason not beyond its control, Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event:
1. All finished or unfinished documents, data, studies and reports prepared by the Consultant under this Agreement shall, at the option of the City, become the property of the City.
 2. The Consultant shall be entitled to receive just and equitable compensation for any work completed.
 3. The Consultant shall have no obligation to finish work in progress.
- (b) Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the City as provided herein terminates the Agreement, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to fault of the Consultant paragraph (a) shall apply above.

10. "Section 3" Compliance

If required by federal law, in connection with the execution of this Agreement, all parties shall comply with Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires, to the greatest extent feasible, opportunities for training and employment to be given to lower income persons residing in the area of the project and to utilize business concerns that are located in or owned in substantial part by persons residing within the project area.

11. Equal Opportunity in Employment

In connection with the execution of this Agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 2124), Section 109 of the Housing and Community Development Act of 1974 and Amendments and Regulations issued thereto. During the performance of this Agreement, the Consultant specifically agrees as follows:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post, in conspicuous places

available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

12. Indemnity

City shall indemnify and save Consultant harmless from and against any and all costs, liability, or expense, including reasonable attorneys' fees, arising out of (a) any breach of warranty, covenant, agreement, or representation made by City in this Agreement; (b) any non-fulfillment of any agreement of City under this Agreement or any misrepresentation in or omission from this Agreement or from any document or other instrument furnished or to be furnished to Consultant; and (c) all actions, suits, proceedings, demands, assessments, judgments, costs, and expenses incident to any of the foregoing. Consultant will give written notice as soon as practicable to City of the occurrence or nonoccurrence of any event or the discovery by Consultant of any circumstance against which City may be called upon to indemnify Consultant under this Agreement.

13. Other Compliance Provisions

- (a) The Consultant will comply with all other relevant assurances and requirements relating to the Community Development Block Grant program, now in effect or to be established at a later date by the federal government, with which the City is also required to comply.
- (b) The Consultant will comply with provisions of the Copeland Anti-Kickback Act (18 USC 874), as supplemented in the Department of Labor regulations (29 CFR, Part 3).
- (c) The Consultant shall comply with grantor agency requirements and regulations pertaining to reporting and patent rights with respect to any discovery or invention that arises or is developed in the course of or under this Agreement and/or grantor agency requirements and regulations pertaining to copyrights and rights in data.
- (d) The Consultant shall provide to the City, the grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, paper and records of the Consultant that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcripts. The Consultant shall maintain all required records for three (3) years after the close of this project.
- (e) Notice to Contractor: "You are required by Minnesota Statutes, 1982, Section 270.66, to provide your Social Security Number or Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and

state tax authorities and state personnel involved in the payment of state obligations. The following numbers apply to the Consultant:

Social Security Number	Does Not Apply
Minnesota Tax ID Number	9465358
Federal Employer ID Number	41-6050353

- (g) The Consultant certifies, to the best of his/her knowledge and belief, that no Federally appropriated funds have been paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federally appropriated funds have been paid or will be paid to any person for any of the above purposes, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (h) The Consultant is an independent contractor in the relationship hereunder with the City and the City shall not have any duty with respect to FICA or any other withholding taxes or payroll requirements for these consulting services. The independent contractor relationship created by this contract is for the unlimited and specific purposes set forth in this contract, including exhibits attached.
- (i) All claims by Consultant or City by one against the other arising out of or related in any manner to this Agreement shall be resolved by arbitration, as set forth herein.

A single arbitrator engaged in the practice of law and who has at least eight (8) years of litigation experience shall conduct the arbitration under the then current commercial arbitration rules of the American Arbitration Association ("AAA"), unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures. The arbitration shall be conducted in Mankato, Minnesota.

Consultant and City shall allow and participate in discovery in accordance with the Federal Rules of Civil Procedure. The arbitrator shall rule on unresolved discovery disputes. The arbitrator shall only have authority to award contractual damages and shall not have the authority to award punitive or exemplary damages, other non-compensatory damages or any other form of relief. Each party shall bear its own costs and attorneys' fees. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If either party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and the other party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.

- (j) The provisions hereof represent the entire contract between parties. This contract and any special provisions to which this contract is subject may only be altered, amended or rescinded by a duly executed written agreement.

In Witness Whereof, the parties have executed this agreement at North Mankato, Minnesota, this _____ day of _____, 2014.

Minnesota Valley Action Council, Inc.

By _____
John T. Woodwick, Executive Director

City of North Mankato

By _____
Mark D. Dehen, Mayor

ATTEST

John Harrenstein, City Administrator

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9G	Department: City Planner	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Consider Approval of North Mankato Housing Rehabilitation Program Policies and Procedures																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: To utilize CDBG funds for housing rehabilitation, it is necessary to adopt policies and procedures for rehabilitation. As proposed, the CDBG funds would be allocated as deferred loans over a five-year term to income-eligible persons or families. The maximum amount of CDBG funds invested in any home would be \$7,500 with a minimum of \$1,500. Staff from MVAC will be present to answer questions about policies and procedures.																														
REQUESTED COUNCIL ACTION: Consider approval of City of North Mankato Housing Rehabilitation Program Policies and Procedures.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Housing Rehabilitation Program Policies & Procedures</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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City of North Mankato Housing Rehabilitation Program

Policies and Procedures

SECTION A - PROGRAM OBJECTIVES

The City of North Mankato Housing Rehabilitation Program is undertaken for the purposes of:

1. Providing financial assistance for homeowners to rehabilitate their dwellings, their neighborhoods, and the area as a whole.
2. Increasing the financial involvement of public agencies and private lending institutions in the improvement of the housing stock in the City.
3. Making a visible and substantial impact upon housing conditions, community appearance, and overall quality of life in the area.

SECTION B - PROGRAM DEFINITIONS

B.1 - Administrator.

"Administrator" of the Program shall be the Minnesota Valley Action Council. It shall be the responsibility of the Administrator to coordinate all aspects of the Program.

B.2 - Annual Income.

"Annual Income" means the applicant's anticipated total income, from all sources, received by all members of the household (even if temporarily absent), including all income derived from assets (excluding income that is temporary, nonrecurring or sporadic) for the twelve (12) month period following the application for housing repair assistance. Annual Income is further defined in Section I.

B.3 - Applicant.

"Applicant" means any household seeking to obtain assistance under the terms of this Program. Married couples shall be considered an applicant in the singular. In the absence of a written rental agreement dated three (3) months prior to the filing of an application, unrelated persons sharing the dwelling as their principal place of residence shall be considered an applicant in the singular.

B.4 - Financing: Deferred Loans.

A "Deferred Loan" is financing which carries no interest and no periodic payments, but which is secured by a Repayment Agreement and lien against the property. A CDBG Deferred Loan must be repaid in the event the property that is rehabilitated is sold, transferred, conveyed, or ceases to be the applicant's principal place of residence within five (5) years from the date of

the Repayment Agreement. Repayment will be pro-rated over the five year term, with 20% of the loan being forgiven for each year completed in the repayment term. Each household will be eligible for \$13,000 in CDBG Deferred Loan.

B.5 - Financing: Security Position.

The City of North Mankato Housing Rehabilitation Program will not require a first-position security interest for the Deferred Loan financing. The City will consider subordination or restructuring of the loans with the following provisions:

1. Upon request from a bank or other lender, the Program may subordinate its security interest to another party, at the discretion of the City. In considering a request for subordination, the City will consider: a) is the subordination in support of other housing improvements b) will sufficient equity remain to cover the balance of the loan to the City c) has the applicant been timely with all loan payments and d) will the subordination be for non-housing debt, i.e. credit card refinancing.
2. Under extraordinary circumstances, the terms and conditions of repayment of a Deferred Loan may be modified or restructured. The City will consider the following options upon request of the homeowner: a) a transfer of the balance of the Deferred Loan to the new purchaser provided the new homebuyer passes the income eligibility test and is willing to enter into the repayment continuance with the City, b) the homeowner no longer can maintain their primary residence in the rehabilitated home due to medical conditions, failing health or death, in which case the City may consider a reduction in the full repayment provisions.

B.6 - Dependent.

"Dependent" means a member of the household (excluding foster children) other than the household head or spouse, who is less than 18 years of age or is a disabled person or is a full-time student.

B.7 - Rehabilitation Advisor.

The "Rehabilitation Advisor" for the Program shall be a designated employee of the Administrator, or the administrator's designee. It shall be the responsibility of the Rehabilitation Advisor to provide technical expertise relating to all housing inspections, construction quality, code compliance, and work write-ups.

B.8 - Net Household Assets.

"Net Household Assets" means the value of assets that are defined in Section F.

B.9 - Principal Place of Residence.

"Principal Place of Residence" means the house that the applicant occupies as their home for at least nine (9) months of the calendar year and in which the applicant resides at the time of application for assistance.

B.10 - Section 8 Guidelines.

"Section 8 Guidelines" means the set of income guidelines calculated by household size, as determined by the United States Department of Housing & Urban Development and in effect for the City of North Mankato, Minnesota. The following income limits have been established by HUD, and are effective as of October 1, 2014:

<u>Number of Persons in HH.</u>	<u>Income Limit</u>
1	\$37,500
2	42,900
3	48,250
4	53,600
5	57,900
6	62,200
7	66,500
8	70,800

These income limits are subject to change, and the most current figures will be applied to all housing rehabilitation clients.

B.11 - Rehabilitation.

Rehabilitation is not remodeling. Remodeling is for convenience or cosmetic purposes. Rehabilitation deals with, in order of priority:

- Lead Based Paint Interim Control
- Health issues and safety issues.
- Energy conservation.
- Long-term preservation of structures, through the repair of such basic elements as siding, roofs, and foundations.

Certain types of rehabilitation can be viewed as lack-of-maintenance or deferred-maintenance. Other types of rehabilitation can be viewed as items that wear out or need replacement due to obsolescence.

B.12 - Rehabilitation Standards.

The Program Administrator and subcontractors will follow the "CDBG Rehabilitation Standards" in conducting inspections, determining deficiencies, and evaluating the quality of workmanship on a rehabilitation project. These Standards incorporate Section 8 Housing Quality Standards, the BOCA Property Maintenance Code as outlined in the Department of Employment & Economic Development's "Step-by-Step Guide to Rehabilitation Inspection", and the Minnesota Energy Efficiency Standards. The Uniform Federal Accessibility Standards and the ADA Accessibility Guidelines shall also be used as appropriate to a rehabilitation project.

B.13 – Risk Assessment, Lead Based Paint.

All rehabilitation projects built prior to 1978 will be assessed for lead based paint by a certified lead based paint Risk Assessor. Structures found to contain lead based paint will be rehabilitated according to federal regulation of Each Subpart of the Rule within 24 CFR Part 35.

B.14 – Interim Controls, Lead Based Paint.

Interim control measures include paint stabilization of deteriorated paint, treatments for friction and impact surfaces where levels of lead dust are above the levels specified in CFR Part 35.1320 dust control and lead contaminated soil control. As provided by CFR Part 35.155, interim controls may be performed in combination with, or be replaced by abatement methods.

Clearance examinations shall be performed in accordance with CFR 24 Part 35.1340 by qualified personnel i.e. a certified risk assessor, a certified lead based paint inspector, a person who has successfully completed a training course for clearance technicians before a structure can be reoccupied.

SECTION C – PROGRAM DESIGN & ELIGIBILITY FOR ASSISTANCE

C.1 Maximum Financing.

The maximum amount of Community Development Block Grant funds that shall be invested in any house is \$13,000. The household may provide additional funding to the project. Lead hazard reduction costs shall be included in the owner's repayment agreement and are to be included in the above funding maximums.

C.2 – Levels of Mix – CDBG Financing

1. Affordability: Households may utilize funding from the program administrator to provide additional funds to the project. The program administrator has established underwriting guidelines and policies, which will be supplemented with additional qualifying factors identified by Minnesota Housing for their Community Fix-up loan (CFUF). To be eligible for a CFUF loan, all applicants need to have a minimum credit score of 620, household debt-to-income ratio may not exceed 48% and the loan-to-value ratio may not exceed 110%.

C.3 – Leverage Sources and Types

In addition to the CDBG loans and the possibility of Community Fix-up loans, other sources of financing can be utilized by homeowners to complete their projects.

1. Other Deferred Loans and Grants provided by the following programs and sources: 1) Minnesota Housing's Rehabilitation Loan Program (RLP), 2) the D.O.E. Weatherization grant and Energy Assistance Repair Program Grant/Loans, and 3) where applicable, client contributions.

2. Subsidized and Unsubsidized Loans. These loans will be provided by the following programs and sources: Rural Development and Local Bank Loans.
3. In cases where the applicant can go to another source for rehab loan or grant funds, the Program Administrator will supply specifications, bidding documents warranties or any other documentation required by the funding source. The Program Administrator will also coordinate contractor activities and payments.
4. Before any proceed to work is sent to a contractor, the loan proceeds must be placed in an escrow account established by the Program Administrator. The homeowner must provide a certified check made out to a specific contractor for this purpose. When the work has been completed and approved for payment by the homeowner and the Program Administrator's representative, this check will be mailed to the contractor.
5. In some cases, homeowners may wish to use liquid assets for leverage funds. When this occurs, homeowners will be required to place the funds with the program administrator before a "proceed to work" order is sent to a contractor. These funds deposited can be released only by the project administrator and the homeowner only after the homeowner has signed a completion certificate.

C.4 - Eligibility Qualifications.

To be eligible for housing rehabilitation assistance provided by any of the participating Financing Sources, the applicant must meet the eligibility qualifications set forth by the particular Financing Source for their specific program. Participation in the CDBG program is limited to those Applicants who are determined to qualify as "low and moderate income" under definitions established by the U.S. Department of Housing & Urban Development. (Also see Section E.3.) All persons assisted by housing rehabilitation must meet the CDBG program's federal objective of "benefit to low and moderate income persons."

C.5 Status and Location of Applicant.

To be eligible for housing rehabilitation:

1. The applicant must be owner/occupant of a single-family house used for residential purposes.
2. The house must be the applicant's principal place of residence, as defined in Section B.9.
3. The house must be located within the City of North Mankato.
4. Use of the funds must result in a completed project.

C.6 - Floodplain.

Rehabilitation work conducted in floodplain areas in City of North Mankato will proceed only after review/approval of the Floodplain Environmental Review process.

C.7 - Historical Society Review

1. Properties that are deemed historically significant can be rehabbed with CDBG funds. Properties that are currently on the National Historic list, or properties deemed historically significant by the state are eligible. Historic properties rehabbed by the individual owner are not required to partake in any type of review.
2. If a historical reviewed is desired, after the initial property inspection has been completed by the Housing Rehabilitation Advisor, the following will be submitted to the Minnesota Historical Society Officer (SHPO).
 - a. The year the structure was built
 - b. Address or location of the property
 - c. Summary of the work to be done at the property;
 - d. Photographs of the structure;
 - e. Any known historical information about the property (original owner, architect or builder, associated events or persons, historic photos).
3. Any changes in the scope of the project requested by the SHPO will be initiated as part of the project.

SECTION D - PARTICIPATING FINANCING SOURCES

Each Financing Source (CDBG, Rural Development loan and grant programs, local lenders, Minnesota Housing loan programs, etc.) shall provide its rehabilitation financing according to its own rules, regulations, requirements, and procedures. This shall apply to applicant eligibility, the type of repairs which can be made, and loan repayment requirements. Each Financing Source shall maintain its own fiscal systems. No funds from one Financing Source shall be co-mingled with funds from any other Financing Source. Where needed or desired, the services of the Rehabilitation Advisor shall be made available to the other Financing Sources.

SECTION E - INCOME OF APPLICANTS

In addition to the definitions contained in federal regulations, and for the purpose of establishing eligibility for housing rehab assistance under the CDBG Program,

E.1 Annual Income shall include but not be limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- The annual income from operation of a business or profession. (Annual income from self-employment shall be determined as the average net profit from the previous two years of self-employment as declared by the Applicant in Schedule C, F, E, or other forms, of the U.S. Internal Revenue Service Form 1040.)
- Interest, dividends, and other income of any kind from real or personal property.

- Where the household has assets in excess of \$5,000, Annual Income shall include the greater of:
 - The actual income derived from all assets, or,
 - A percentage of the value of such assets based on the current passbook savings rate.
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- Pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the household, spouse, or other person whose dependents are residing in the unit.
- Any earned income tax credit to the extent it exceeds income tax liability.

E.2 Annual Income does not include the following:

- Temporary, non-recurring or sporadic income such as the following:
 - Casual, sporadic, or irregular gifts.
 - Amounts that are specifically for or is reimbursement of the cost of medical expenses.
 - Lump-sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), and settlement for personal or property losses.
 - Educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income.
 - The hazardous duty pay to a household member in the Armed Forces away from home and exposed to hostile fire.
- Income from employment of children (including foster children) under the age of 18 years.
- Payments received for the care of foster children.

- In addition to the above criteria, the income inclusions and exclusions identified in 24 CFR part 5.609 included in the 2001 Step By Step Guide to Rehabilitating Owner Occupied Homes may also be used.

E.3 HUD Income Limits.

The income limits shall be adjusted periodically upon HUD notification and are based on household size. Current income limits can be found in Section B, item 10.

SECTION F - ASSETS OF APPLICANTS

There is no asset ceiling for participation in the CDBG housing rehabilitation program. However, under the provisions of Section I.4 a portion of Household Assets in excess of \$5,000 shall be counted as Annual Income. For the purposes of housing rehabilitation assistance under the CDBG Program, assets may include but not be limited to the value of equity in real property, stocks, bonds, Interest (only) on CD's or savings accounts, and other forms of capital investment. More specifically:

F.1 Assets Include:

- Cash on hand, in checking accounts, savings accounts, or money market accounts (including accounts held in trust).
- The cash value of securities, stocks, shares in investment funds, U.S. Savings Bonds, or other investment instruments.
- The current market value of all interests in real estate, EXCLUDING the structure which is to be rehabilitated and a parcel of land of not more than five acres upon which the structure is located. (Included as an asset is land in which any Resident of the household holds title and is selling on a Contract for Deed. The value of Contract for Deed property shall be defined as 100% of the outstanding principal balance on the contract.) Principal and interest payments received on a Contract for Deed shall be counted as Annual Income.
- All other miscellaneous property assets, but EXCLUDING household furnishings, clothing, and one automobile. (Included as miscellaneous property assets are such items as, but not limited to: golf carts, boats, snowmobiles, motorcycles, business machinery, business inventory, farm stock, and additional vehicles. Such miscellaneous assets shall not be counted to the extent that they are an expense of doing business [see Section E.2, above].)

SECTION G - ELIGIBLE PROPERTIES TO BE REHABILITATED

G.1 - Type of Ownership.

An owner/occupant applicant for housing rehabilitation must possess at least a one-third interest in one of the following types of ownership in the property to be rehabilitated:

- A fee title, or
- A life estate, or
- A fee title or life estate subject to a mortgage or other lien securing a debt, or,
- A mutually binding, recorded contract for deed, where the borrower is rightfully in possession and the purchase price is payable in installments. In the event that a contract for deed arrangement is present, permission from the contract vendor is needed before undertaking rehab, and the contract vendor needs to be a party to the rehab mortgage/repayment agreement.

G.2 - Suitable for Rehabilitation.

1. A determination of the structural suitability of a house for rehabilitation shall be made by the Rehabilitation Advisor, based on the "CDBG Rehabilitation Standards." Poor- and Very Poor-condition structures (described below) shall be considered to be substandard, based upon the following criteria and individual inspections by the Building Inspector:
 - Poor Condition: No major structural defects. However, the structure has more than one sign of major exterior deterioration.
 - Very Poor Condition: Structure has either: (A) No more than one structural defect and more than one sign of major exterior deterioration; or, (B) More than one structural defect.
2. Poor- and Very Poor-condition buildings shall be suitable for rehabilitation when:
 - The building is still structurally sound on an overall basis. The building should be vertically plumb within three degrees and shall have no significant rot on the majority of the floor joists, studs, or rafters that are weight bearing. Foundations and basement walls shall not be deteriorated to the extent, or so far out of alignment, that they do not adequately support the building and cannot be corrected without complete replacement.
 - For any one project, the use of CDBG funds shall not exceed \$7,500. If the total cost of a project exceeds that amount, the additional funds must come from other sources, including from the property owner.

G.3 - Not Suitable for Rehabilitation.

1. Some houses may be in good condition and will not need rehabilitation assistance. Although an Applicant may be otherwise eligible for assistance, the Program will not assist any houses that are not in need of significant repairs. Following a detailed inspection of the house, the Rehabilitation Advisor shall make a determination of the structural suitability of a house for rehabilitation. The Rehabilitation Advisor shall have authority to determine whether a house is not in need of repair. If a house is determined to be in structurally good condition, it shall be excluded from participation in the Program, based upon the following criteria:

- Good Condition: Structure is less than 10 years old, or there are no indications of exterior deterioration, or energy efficiency measures were incorporated in the original construction.
 - Fair Condition: Structure displays some exterior deterioration, but of minimal severity. Energy efficiency improvements may be required to comply with standards. Shall only be considered as budgets may allow and only after substantial progress has been made toward meeting higher-priority improvements for "poor" quality buildings.
2. Some houses may have deteriorated to a point where rehabilitation is structurally not feasible. Following a detailed inspection of the structure by the Rehabilitation Advisor as described above, the Advisor shall have authority to determine whether a house is not feasible for repair. If a house is determined to be structurally "beyond hope" of repair, it shall be excluded from participation in the Program, based upon the following criteria:
- Beyond Repair Condition: Structure has more than one structural defect and indications of extensive major exterior deterioration.

G.4 - Mobile Homes.

Mobile homes shall not be eligible for rehabilitation with CDBG funds. Exceptions to this rule may be granted by the City only under extraordinary or emergency circumstances. In the event of such an exception, the mobile home must be permanently affixed to real property by means of a foundation or pier footings, and the real property must meet the ownership requirements specified in Section G.1.

For purpose of these policies and guidelines, the definition of a mobile/manufactured home shall be as follows:

"Mobile/Manufactured Home. A structure, transportable in one section, which in the traveling mode, is eight (8) body feet or more in width or 40 body feet or more in length and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems contained therein."

Key elements in determining the suitability of a mobile home for rehabilitation are:

- the useful life expectancy of the improvements must not be less than ten (10) years; and
- if the rehabilitation of a mobile home is less than seventy-five percent (75%) of the cost of new construction of a home of similar size, style and amenities, then it may make economic sense to allow rehabilitation.

G.5 - Property Tax Delinquency/Debt Owed to the City

No house shall receive rehab assistance if property taxes are delinquent and unpaid. Applicants may apply for the program and have their eligibility determined, but no rehabilitation work shall be placed under contract unless property taxes as of the most recent tax period, and other City obligations are paid in full.

G.6 - Default, Bankruptcy, Judgments.

No house shall receive assistance if: (1) the owner is in default of a mortgage, contract for deed, or comparable obligation; (2) the owner is currently engaged in bankruptcy proceedings; or (3) there are unpaid court judgments filed against the property or the owner.

G.7 - Mixed-Use Buildings.

A mixed-use building which is partially utilized for commercial purposes and partially utilized for residential purposes may be assisted by the Housing Rehabilitation Program. However, only those improvements that benefit the residential portion of the building can be paid for with housing rehabilitation Program funds. Improvements that benefit the commercial portion of a mixed-use building must be paid for with other funds.

G.8 - Vacant Buildings.

Vacant dwelling units shall not be eligible for rehabilitation with CDBG funds under any circumstance. Exceptions may be made to this policy if an applicant shows that he/she/they will be considered "homeless" unless the vacant house is rehabilitated and it will be the principle place of residence for the applicant(s). The applicant(s) must also apply for homestead status of the property with the county upon completion of the rehabilitation.

G.9 - Other Ineligible Buildings.

Only permanent structures shall be assisted. The following are not eligible for assistance:

- Temporary or movable structures.
- Satellite buildings used primarily for storage.
- Detached garages (unless lead-based paint or asbestos is present).
- Other structures which do not meet the test of a principal place of residence.

G.10 - Priority of Applicants Receiving Rehabilitation Assistance.

Applicants who qualify for housing rehabilitation assistance shall be processed and inspected on a "first-come, first-served" basis. An applicant's "place in line" will be counted as the day the program administrator has a complete application, including all income, employment and property title information. All applications will be allocated on a first-come, first-served chronological basis.

The availability of rehabilitation assistance depends upon:

- A detailed inspection of the structure.
- The type of repairs that are needed and allowable under the program's guidelines.
- The cost of the repairs, based on bids.
- The financial and structural feasibility of undertaking a repair job for the house.
- The Applicant's own initiative and diligence. In this regard, the document by which the Applicant shall be given the opportunity to accept or reject their offer for rehabilitation assistance shall contain the following acknowledgment:

"I understand that: (a) the grant program serves applicants on a first-come first-served basis, (b) once the bid documents for my building are prepared and turned over to me, it becomes my responsibility to contact contractors and obtain the necessary bids, (c) projects which have all the necessary bids turned in ahead of other projects are placed under contract sooner and move forward on that basis, and (d) because the program operates on a first-come first served basis, it is possible that the grant money may run out before all my bids are received and before I make a decision to move forward and that, in that case, I will not receive any rehabilitation assistance."

SECTION H - SCOPE AND NATURE OF REHABILITATION REPAIRS

H.1 - Final Condition.

Upon completion of work and final inspection, all houses assisted under the Program shall meet or exceed the adopted Housing Rehabilitation Standards. Those repairs that are financed under the Program shall meet State of Minnesota plumbing, electrical and energy conservation codes.

H.2 — Eligible Housing Rehabilitation Improvements.

1. Each housing rehabilitation improvement must be a permanent general improvement. Such improvements shall include alteration, renovation, or repairs that correct defects and deficiencies that directly affect the safety, habitability, energy consumption, or esthetics of the property.
2. Any housing rehabilitation improvements that are made must be physically attached to the structure and must be permanent in nature. For the purposes of housing rehab assistance under the CDBG Program, the following types of improvements are considered eligible:
 - Lead based paint interim controls.
 - Any improvement required to bring the dwelling up to the standards noted in Section B.12, especially improvements that relate to health and safety concerns.
 - Any improvement resulting in a substantial weatherization and increased energy-efficiency of the house.
 - Exterior painting and/or residing, as needed.
 - Improvements that are essential in making the house more accessible and habitable for handicapped members of the household. Handicaps must be documented as permanent and affecting major life functions as defined by government regulations.
 - Structural improvements to and the necessary replacement of roofs, floors, exterior walls, interior walls, stairs, sidewalks, foundations, and other basic housing features.
 - Functional improvements to and the necessary replacement of electrical systems,

H.3 - Priority of Eligible Housing Rehabilitation Improvements.

Health and safety deficiencies plus repairs necessary for improved energy-efficiency have priority and must be corrected before any other improvements are made. If the scope of the project must be reduced to comply with cost limits specified in Section C.1, these priority repairs shall not be omitted; in such cases, the Rehabilitation Advisor shall work with the homeowner to reduce the project by omitting repairs which are of lesser importance to the long-term needs of the structure.

H.4 - Ineligible Housing Rehabilitation Improvements.

The following improvements are not eligible for financing with CDBG funds:

- Detached garages or any outbuildings (unless there is evidence of the danger of lead-based paint as described in Section B.12).
- New Fireplaces, water softeners, or wood stoves.
- Garage door openers, central air conditioning units. Exceptions to this are: elderly or physically challenged who cannot open a garage door manually; presentation of a medical need for central air conditioning signed by a medical doctor.
- Decks, patios, fencing, or landscaping beyond that which is necessary in connection with foundation and basement work.
- Driveways and sidewalks, unless health and safety dangers are present.
- Kitchen appliances, plush carpeting, decorative work, or other improvements determined by the Rehabilitation Advisor to be "luxuries" or "frills" in nature.
- 200 amp services, unless needed and justifiable.
- Room additions. Exceptions to this rule may be granted by the Administrator only under extraordinary circumstances. Where such an exemption is granted, room additions shall only be allowed: (1) to accommodate the installation of a bathroom, or (2) where severe overcrowding is present.
- CDBG funds shall not be used for the payment, in whole or in part, of assessments for public improvements; EXCEPTING, however that such funds may be used for that portion of improvements located on the property which will bring an individual water supply system or sewage disposal system into compliance with local, state, or federal sanitary standards.

H.5 - Lead-Base Paint.

1. All applicants for the City of North Mankato Housing Rehabilitation Program shall receive a notification of the hazards of lead-based paint.
2. The use of lead-based paint in any aspect or portion of the construction process covered by this program, or by any separate contracts or agreements entered into by the Owner and the Contractor, is expressly prohibited. All contracts for rehabilitation work shall contain language incorporating this prohibition.
3. Every inspection of a house shall include an inspection for defective paint surfaces. All defective paint conditions shall be identified on the inspection report form and corrected in accordance with methods that ensure the safety of the residents and the contractor.

4. Lead-based paint interim control shall, where necessary, be in accordance with Minnesota Statutes 4761.0300. Additional guidance in lead-based paint interim control shall be found in the Department of Employment & Economic Development's "Step-by-Step Guide to Rehabilitation Inspection," and the "Procedures relating to the Elimination of Leads Based Paint Hazards."
5. City of North Mankato deems that participation in the owner occupied housing rehabilitation is voluntary and no temporary relocation benefits will be paid to occupants of a structure that needs to be vacated due to lead based paint interim control or other rehabilitation activities.

H.6 - Ineligible Improvements Allowable with Other Funds.

The Applicant may use bank loans, his/her own funds on hand, and other funds in order to finance those improvements that are not eligible for financing with CDBG funds. Such improvements shall be allowable as part of the "other source" participation outlined in Section C.3 and shall be separately identified on work write-ups and bid forms.

SECTION I - PROGRAM ADMINISTRATION

The following administrative procedures shall govern operation of the Housing Rehabilitation Program, unless otherwise provided for by the procedures of another participating Financing Source.

I.1 - Implementation Responsibilities.

1. The Program Administrator shall:
 - Coordinate all rehabilitation work delivered through the various Financing Sources.
 - Collect and process applications and approve applicants as being eligible for rehabilitation assistance.
 - If needed, obtain clearance from the Minnesota Historical Society regarding historic preservation requirements before rehabilitation work begins.
 - Review all applications for consistency with these policies and approve or deny individual projects. An applicant may appeal any decision as provided for in Section P. The Administrator will use the following guide to assess the preliminary eligibility of the applicant:
 - a) Whether or not the applicant is income eligible for a CDBG loan and what leverage package the applicants are eligible for.
 - b) Property ownership.
2. The Project Review Committee shall consist of the City of North Mankato City Administrator, and the Housing Director of the Program Administrator. The Program Administrator shall provide reports to the City Council on the program status, but City Council approval of

individual projects is not required. The project approval function shall rest with the project approval committee.

3. The Program Administrator shall conduct outreach and will solicit applications for the program in the following ways:
 - a. Issue press releases advertising community meetings on CDBG grant application both to local newspapers and to the local radio station.
 - b. Make direct mailing of program information to the homeowners in the target areas if necessary to generate additional applicants.
 - c. Develop brochures and send them out in the billing statements of our local utility vendors.

3. City Council of North Mankato:

- The City Council shall be responsible for setting overall program policy, including approval, amendment, and adoption of these Guidelines.
- The City shall act as Finance Director and shall be responsible for finance tracking and project disbursement requests.

I.2 - Applications.

Applicants shall complete the "Application for Rehabilitation Assistance." This form shall (where applicable) request information concerning income, assets, and property. Forms shall provide information to the applicant of data privacy, misrepresentation, lead-based paint warnings, and inspection considerations.

Where applicable, Applicants shall sign an "Authorization for Release of Information" form, allowing the proper verification of household information.

The Administrator shall collect such supporting documentation as may be deemed necessary, including but not limited to income tax returns, paycheck stubs, bank deposit slips, property tax statements, and other materials relating to the financial status of the Applicant.

I.3 – Relocation, Temporary.

All Applicants will be informed that temporary relocation costs due to lead based paint interim control shall be at their own expense and the program will not, under any circumstances, pay for temporary relocation costs during rehabilitation activities. A signed acknowledgment by the applicant stating this fact shall be kept in the applicant's file.

I.4 - Displacement.

The Administrator shall work with the Applicant to determine if the possibility exists of displacement from the dwelling. If the potential for displacement appears likely, the

Administrator shall provide to the Applicant such written notices as are required. If displacement shall occur, the Administrator shall work with the Applicant to assure that the Applicant's displacement and relocation rights are protected.

I.5 - Verifications.

All information concerning income, assets, property, and other facts reported by the Applicant, or brought to the attention of the Administrator, which are relevant to their eligibility shall be independently verified. The Administrator shall, with written permission of the Applicant, obtain verifications from the appropriate sources and shall use the verified information to determine an applicant's eligibility for rehabilitation assistance.

Applications will be received on a first come, first served basis, starting from the waiting list. Project approval for funding will be based upon first come, first serve which will require the homeowner to provide all necessary documentation to proceed with loan closing. Applicants will be selected for participation in the CDBG Program based upon applicability to the program guidelines

I.6 - Notification of Status & Right-of-Rescission Compliance.

1. The Administrator shall notify the Applicant in writing as to the approval or rejection of their application and, if approved, the maximum amount of assistance for which they qualify and the mix of assistance as outlined in Section C.1.
2. The "Notice of Right of Rescission" shall include a explanation of the Applicant's right to cancel the transaction and information as to how the transaction may be canceled. This notice shall be given to the applicant at the time the Repayment Agreement is signed and before Notices to Proceed are sent out.

I.7 - Authorization for Initial Inspection.

Following the Applicant's written acceptance into the program, the Rehabilitation Advisor shall conduct an initial inspection. This inspection shall be thorough, complete, and shall identify all rehabilitation needs of the house.

I.8 - Work Write-Up and Bid Specifications.

Following initial inspection, the Rehabilitation Advisor shall prepare a Scope of Work for the house. This work write-up shall specify reasonable, workmanlike means by which rehabilitation needs are to be corrected and the structure brought up current construction standards, shall suggest materials and methods for making necessary repairs and improvements; and shall be prepared in sufficient detail so as to allow contractors to base their bids upon. Drawings and sketches shall be provided where they will be necessary or helpful.

I.9 - Bidding and Contracting Procedures.

1. After receiving the Rehabilitation Advisor's work write-up, the Applicant shall solicit sealed bids from contractors. A minimum of two bids per Employment shall be required; three bids shall be encouraged. All bids will be reviewed by the Rehabilitation Advisor to determine

that the bids are comparable. In seeking the minimum of two bids, one general contract bid can be compared against the sum of individual bids by Employment.

2. Bids will be awarded to the lowest qualified bidder unless one of the following occurs:
 - The bid is found to be unrealistically low and the contractor agrees to withdraw the bid.
 - The contractor has failed to follow the procedures outlined in instructions to the bidders.
 - The Applicant does not want the lowest bidder to do the work. In that case the Applicant must pay the difference between the lowest bid and the preferred contractor's bid.
 - There appears to have been collusion between two or more contractors and/or the Applicant. Collusion among contractors will result in their being barred from further participation in the Program. Collusion involving the Applicant will result in the rehab project being canceled and the Applicant being barred from the Program.
 - The contractor fails to bid according to specifications and, following efforts by the Rehabilitation Advisor, it is impossible to compare that contractor's bid with those of the other bidders.
3. Contracts may be made with general contractors or individually by Employment. Contracts will be let by the Applicant and shall be a contract between the Applicant and the contractor.
4. Any repair work that begins before a written Proceed to Work Order is issued will not be paid for by funds from any Financing Source.
5. Projects not under contract within eight months after the date when bids are delivered to the Applicant shall be dropped from the program. An offer of financing made to the Applicant shall be null and void after the expiration of this eight-month period.

I.10 - Qualification for Bidders List.

1. Contractors must be bona fide tradesmen. Contractors must meet State licensing requirements where such requirements apply, including residential building contractor and residential remodeler license requirements.
2. Contractors must possess insurance coverage that meets or exceeds these requirements:
 - Manufacturers and Contractor/Independent Contractors. Bodily Injury: \$100,000 (each occurrence) and \$300,000 aggregate. Property Damage: \$50,000 (each occurrence).
 - Auto (Owned, Hired, or Leased). Bodily Injury: \$100,000 (each occurrence) and \$300,000 aggregate. Property Damage: \$50,000 (each occurrence).
 - Worker's Compensation. The contractor shall obtain and maintain Worker's Compensation Insurance for all of his/her employees, according to State law and regulation.
3. In cases where any work is sublet, the Contractor shall also require the subcontractor's to comply with the insurance requirements set forth above.

4. Contractors may be removed from the Bidders List and disqualified from contracting under the following circumstances: Failure to keep the required insurance in force; Failure to complete work in a timely manner; Performance of substandard work; Failure to correct deficiencies in substandard work; or Collusion between two or more contractors and/or the Applicant.

I.11 - Change Orders.

The CDBG program will not pay for work that is not specified in the Work Write-Up without a change order approved by the Administrator, the Rehabilitation Advisor, the contractor, and the Applicant. The CDBG program will not pay for the cost of Change Orders that increase the cost of a project beyond the maximum amount specified in Section C.1.

I.12 - Interim Inspections.

The Rehabilitation Advisor may conduct interim or progress inspections for each house assisted by the Program. The interim inspections shall be used: To monitor the work in progress and the quality of work being performed, and to determine the completeness and quality of repairs prior to any payments to contractors or subcontractors.

I.13 - Partial Payments to Contractors.

No interim or partial payments will be made without prior inspection by the Rehabilitation Advisor and approval by the Administrator. No partial payment or sum total of partial payments shall exceed 80% of the total contract amount. No pre-payment or advance of Program funds is allowed.

I.14 - Final Inspection and Acceptance of Work.

The Rehabilitation Advisor shall conduct a comprehensive and thorough final inspection of all repairs upon completion of all work. This final inspection shall be used to determine the completeness and quality of repairs prior to the final payment to contractors or subcontractors. Substandard or incomplete work identified by the Rehabilitation Advisor will not be paid for. Prior to payment, a "Completion Certificate and Acceptance of Work" form shall evidence satisfaction with the work and shall be signed by the Applicant, the contractor and/or subcontractor, the Rehabilitation Advisor and the Administrator.

I.15 - Payment and Lien Waivers.

CDBG funds shall be disbursed to the contractor upon approval and acceptance of the work. Appropriate lien waivers must be provided by the contractor prior to the release of checks.

I.16 – Timeline for Completion.

A maximum of 120 calendar days will be allowed for completion of contracted work on a house, beginning as of the date of the contract for the repairs, or as of the date proposed by the contractor (when provided). Failure to begin work by the completion date shall be grounds for termination of the contract.

This time period shall not be exceeded except by a written Change Order, which shall outline the circumstances that require an extension of time and shall specify a revised completion date. In the absence of such a Change Order, failure to complete work on time shall be grounds for termination of the contract.

I.17 - Termination of Contract.

Rehabilitation contracts may be terminated for convenience or for cause. Reasons for termination may include, but are not limited to unacceptable contractor work habits or performance; or an inability to resolve disputes associated with the project.

I.18 - Permits and Fees.

Payment of local building permit fees will be the responsibility of the homeowner. State inspection fees should be included in the contractor's bid. Recording fees will be the responsibility of the homeowner.

I.19 - Appeals Procedure and Resolution of Disputes.

All Applicants and contractors shall have full right to appeal any decision or action relating to the administration of the Program. Such appeals shall be made in accordance with Section P.

In the event of a dispute between the Applicant and the contractor, the Rehabilitation Advisor shall work with both parties to negotiate a satisfactory solution. In the event that this procedure fails to produce a satisfactory solution, the Rehabilitation Advisor shall present the dispute to the Housing Director of the Program Administrator. If this step fails to resolve the dispute, judicial arbitration procedures shall be followed.

I.20 - Close-Out.

Upon completion of all rehab activities and acceptance of the work by all parties, the Administrator shall process such close-out documents as are required for the CDBG financing, including mortgage documents and/or repayment agreements.

SECTION J - OTHER PROGRAM PROVISIONS

J.1 - Refinancing and Work In Progress.

No funds from this Program shall be used to refinance existing indebtedness. No funds shall be used to pay for any repairs or improvements which may be in progress or may have begun prior to the Administrator issuing a written Proceed to Work Order.

J.2 - Applicant Labor.

No applicant labor will be allowed.

J.3 - Fees to the Applicant.

Neither the Administrator nor City of North Mankato shall charge to the Applicant an origination fee, inspection fee, nor fee of any kind, other than the Repayment Agreement Recording fee and the building permit fee noted in Section I.18. Fees required by other financing sources are eligible to be charged to the applicant.

J.4 - Contractor's Warranty.

1. The Contractor shall defend, indemnify, and hold harmless the Applicant, Administrator, Rehabilitation Advisor, City of North Mankato and its officers, and the officers of any other Financing Source from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease, or loss and expense resulting from or alleged to result from a Contractor's operations under this Program.
2. The Contractor shall warrant to the Applicant and subsequent owners of the property that:
 - All materials, hardware, fixtures, and utilities of whatever kind used in making repairs are of good quality and free from defects in workmanship or material.
 - The Contractor shall repair, correct, or replace at no cost to the Applicant or subsequent owners any defective workmanship or materials or deficiencies subject to warranty, upon written notice within two years from the date of completion and acceptance of work.

SECTION K - FAIR HOUSING & EQUAL OPPORTUNITY

1. It is the policy of this Housing Rehabilitation Program to work affirmatively to ensure that all persons, regardless of race, color, creed, national origin, sex, religion, marital status, age, handicap, or reliance on public assistance, will be treated fairly and equally in their participation in the Program.
2. The City will be responsible for the promotion of the Program at the local level and shall exercise care in avoiding promotion methods that may exclude potentially eligible applicants. Access to program information and materials will not be denied to any person for any reason including race, color, creed, national origin, sex, religion, marital status, age, handicap, or reliance on public assistance. Affirmative promotion shall include efforts to reach those persons who traditionally may not have participated in similar programs.
3. In order to develop or maintain an effective affirmative promotion effort, the City shall review its promotion methods from time to time during the course of the Program to determine how the methods used can be improved to increase the participation of persons who otherwise might not apply for assistance under the Program, such as single female heads of house-holds, racial minorities, or persons with handicaps or disabilities.
4. The City shall encourage participation by women-and minority-business enterprise (WBE/MBE) parties in the Housing Rehabilitation Program. WBE/MBE contractors, materials suppliers, vendors, and others engaged in rehabilitated enterprises shall be

encouraged to seek inclusion on the Bidders' List of the rehab program. (See Section I.10)

SECTION L - DATA PRIVACY

Information on program applicants (including, but not limited to, names, credit reports, financial statements, income calculations and asset information) is private data on individuals which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the staffs of the following agencies or organizations: Pettipiece and Associates, Minnesota Valley Action Council, City of North Mankato, banks and lending institutions participating as Financing Sources, the Minnesota Department of Employment & Economic Development, and the United States Department of Housing & Urban Development.

SECTION M - CONFLICT OF INTEREST

Federal regulations (24 CFR 570.611) and Minnesota Statutes 471.87-471.88 specify that elected officials, employees of CDBG Program grant recipients, and others who are in a position to participate in the decision-making process of the Program may not:

1. Obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest.
2. Obtain a direct or indirect interest in any contract, subcontract, or agreement for any activity. This prohibition extends to contracts in which a spouse, minor child, or business associate may have personal or financial interest.

Questions concerning conflict of interest shall be resolved by a written legal opinion from the City Attorney who shall, if necessary, seek further assistance from the Minnesota Attorney General's Office.

SECTION N - EVIDENCE OF MISCONDUCT

Any party participating in the Program shall refer any evidence of fraud, misrepresentation, or other misconduct in connection with the operation of the Program to the Minnesota Attorney General's Office for appropriate investigation and legal action.

SECTION O - COMPLAINTS AND APPEALS

O.1 - Client Complaint Process

1. Client complaints about any aspect of service delivery, the administrator or assignee's staff, program restrictions; or contractor relations/workmanship may be pursued in writing. Complaints should be addressed directly to the Program Administrator. The Program Administrator will respond to each complaint and shall work with the staff, the contractor, and the client to resolve the problem within two weeks. If the applicant is still dissatisfied, the client may further pursue the complaint as follows:
 - a. A complaint may be filed which will be taken to the City Council for action at its next regularly scheduled meeting.
 - b. If the client is still unsatisfied, the complaint will be forwarded to the Minneapolis Office of Housing and Urban Development, along with the following information:
 1. A copy of the written complaint and request for satisfaction under the appeals process.
 2. A copy of all correspondence between the Program Administrator and the appealing client concerning the appeal disposition.
 3. The final appeal disposition.

O.2 - Project Appeal Process

1. If an applicant's application for any reason is denied or a household is dissatisfied with the level of assistance they have received, the following procedure is to allow for a standardized appeal/complaint process to all applicants of the City of North Mankato CDBG Program. Upon complaint, an applicant will be informed of the following procedure:
 - a. That a written procedure for appeal is available.
 - b. In the case of denial of assistance or service, a written notice shall be sent to the applicant clearly stating under what condition that application was denied and also a copy of this appeal process.
 - c. Initial client appeals about any aspect of service delivery expressed verbally or in writing shall be responded to within two (2) weeks. If the applicant is dissatisfied with the response then the client shall be informed of the following procedure.
 - d. The applicant, who wishes to appeal the initial response, must submit a request for appeal in writing within thirty (30) days of the initial response. This request must state the reason(s) for the appeal and should include any information that the applicant feels is pertinent to the appeal. The response to this appeal will be final.
 - e. All appeals should be addressed to:

Minnesota Valley Action Council
Attention: City of North Mankato CDBG Appeal
706 North Victory Drive
Mankato, Minnesota 56001

SECTION P - AMENDMENTS/APPROVAL

P.1 - Amendments

These procedural guidelines may be amended or supplemented from time to time by City of North Mankato / Program Administrator by issuance of revised pages to be effective on the date of issue.

P.2 - City Approval

Upon action by the North Mankato City Council, these policies and procedures should be considered approved and in force as of such date..

RESOLUTION NO.

RESOLUTION WAIVING WAITING PERIOD
FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR
HOLY ROSARY CHURCH

WHEREAS, Holy Rosary Church has made application for exemption from a charitable gambling license to conduct a raffle on November 20, 2014 at Holy Rosary Church located at 546 Grant Avenue within the City of North Mankato, Minnesota, which application was received by the City on October 1, 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the City waives the mandatory waiting period concerning the issuance of an exemption from lawful gambling license concerning the above-identified organization.

Adopted by the City Council this 6th day of October 2014.

Mayor

ATTEST:

City Clerk

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

Application fee (nonrefundable)If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.**Organization Information**

Organization Name:

Previous Gambling Permit Number:

Church of Holy Rosary

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any:

Type of Nonprofit Organization (check one):☐

Fraternal

☒

Religious

☐

Veterans

☐

Other Nonprofit Organization

Mailing Address:

City:

State and Zip:

County:

546 Grant Avenue

North Mankato

MN 56003

Nicollet

Name of Chief Executive Officer (CEO):

Daytime Phone:

Email:

Rev. Paul van de Crommert

507-625-6501

hros2@hickorytech.net

Nonprofit Status

Attach a copy of ONE of the following for proof of nonprofit status:

☐**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:

Minnesota Secretary of State
Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Phone: 651-296-2803

☐**IRS income tax exemption (501(c)) letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☒**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).**If your organization falls under a parent organization, attach copies of **both** of the following:

- an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- the charter or letter from your parent organization recognizing your organization as a subordinate.

Gambling Premises Information

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):

Holy Rosary Church

Address (do not use PO box):

City or Township:

Zip Code:

County:

Sherman & Grant

North Mankato

56003

Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing):

November 20, 2014

Check each type of gambling activity that your organization will conduct:

☐

Bingo*

☐

Paddlewheels*

☐

Pull-Tabs*

☐

Tipboards*

☒

Raffle (total value of raffle prizes awarded for the year: \$3000.00)

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

Local Unit of Government Acknowledgment

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: North Mankato

Signature of City Personnel:

Nancy Schulte
City Clerk

Title: _____ Date: 10-1-14

Local unit of government must sign.

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

Title: _____ Date: _____

TOWNSHIP (if required by the county).

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Fr. Paul van de Crommert Date: 10-1-14

Print Name: Fr. Paul van de Crommert

Requirements

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required.

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.mn.gov/gcb.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 8 -2015 SHELTER: SLP #2 / Gazebo FEE: 80.00

TYPE OF EVENT: Wedding Ceremony DATE VALID: 9-19-15 HOURS: 10a - 8p

ORGANIZATION: Reynolds / Kleinow Wedding SIZE: 150

APPLICANT NAME: Michaela Reynolds

ADDRESS: 206 5th Ave NE CITY: Mapleton

ZIP: 56005 DAYTIME PHONE #: 507-995-2566

TENTS: possible ELECTRICITY: yes ALCOHOL: NO

Small If keg beer, a \$250 deposit and \$25 fee are required.
AUDIO DEVICES: microphone / speaker for ceremony
Amplified music or band requires Council approval

OTHER: _____

PERMIT APPROVED: _____

DATE: 10-1-14

PERMIT DENIED: _____

REFER TO COUNCIL: ✓

Nancy DeRube
City Clerk

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

PROHIBITED

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

ALLOWED

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

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

SIGNED: Michaela Reynolds 10/1/14
Applicant Date

For Office Use Only

Receipt # _____ Book _____ Park _____ Police _____

CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 10 -2015 SHELTER: SLP #1 + #2 + Gazebo FEE: 160.00

TYPE OF EVENT: Wedding Ceremony & Reception DATE VALID: 9-12-15 HOURS: 8a-10p
ceremony @ 4

ORGANIZATION: Heller / Janovitz Wedding SIZE: 130

APPLICANT NAME: Dale Heller

ADDRESS: 818 Wall St. CITY: N. MKTO

ZIP: _____ DAYTIME PHONE #: 507-327-9671

TENTS: yes ELECTRICITY: yes ALCOHOL: possibly keg - will call later

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

AUDIO DEVICES: DJ for background music (father/daughter dance only)
Amplified music or band requires Council approval

wedding + reception

OTHER: can the tables be removed from #2 for ceremony backup
will have tent for caterer -

PERMIT APPROVED: _____

DATE: 10-1-14

PERMIT DENIED: _____

REFER TO COUNCIL: ✓

Nancy Kipke
City Clerk

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

PROHIBITED

- * Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
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SIGNED: Dale Heller
Applicant

10-1-14
Date

For Office Use Only

Receipt # _____

Book _____

Park _____

Police _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9K	Department: Administration	Council Meeting Date: 10/06/14																																	
TITLE OF ISSUE: Resolution Rescinding Special Assessments.																																			
BACKGROUND AND SUPPLEMENTAL INFORMATION: As the City Council is aware, the above resolution rescinds special assessments previously applied to three land owners listed in the document. In exchange for the rescission, North Mankato will file a memorandum of settlement at Nicollet County informing future deed holders on the three properties that the City retains all rights to specially assess or immediately collect previously applied special assessments upon annexation.																																			
<i>If additional space is required, attach a separate sheet</i>																																			
REQUESTED COUNCIL ACTION: Adopt Resolution Rescinding Special Assessments.																																			
For Clerk's Use: Motion By: _____ Second By: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Freyberg		_____	_____	Spears		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vote Record:	Aye	Nay																																	
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<input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																																		

Resolution No.

RESOLUTION RESCINDING
SPECIAL ASSESSMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH
MANKATO, MINNESOTA THAT:

1. The proposed settlement of the special assessment appeals, currently filed in the Nicollet County District Court as: 52-cv-13-784 (Timm Farms), 52-cv-13-809 (HH Partnership), and 52-cv-13-810 (Burnett Properties), is hereby approved.
2. The special assessments adopted pursuant to Resolution Number 68-13 for the following properties are rescinded:

Timm Farms, PID No.01.103.0100

HH Properties, PID No. 01.103.0105

Burnett Partnership, PID No.01.103.0615

The City Clerk is hereby directed to send notice to the Nicollet County Auditor that the assessments referred to herein have been rescinded. All other special assessments adopted pursuant to Resolution Number 68-13 continue in full force. This rescission is without prejudice to the City's ability to assess each of the aforementioned properties at such time as they are annexed into the City of North Mankato or until such other time as the City determines appropriate.

Adopted this 6th day of October 2014.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11A	Department: Administration	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Adoption of Ordinance 61, Fourth Series and Ordinance 62, Fourth Series Electric Franchise Agreements																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The proposed ordinances reflect current relationships with the franchisees. A public hearing was held and the ordinances were available for viewing at the City offices.																														
REQUESTED COUNCIL ACTION: Adopting Ordinance 61, Fourth Series and Ordinance 62, Fourth Series Electric Franchise Agreements.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 61

CITY OF NORTH MANKATO, NICOLLET COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO BLUE EARTH NICOLLET –FARIBAULT COOPERATIVE ELECTRIC ASSOCIATION, A MINNESOTA CORPORATION, D/B/A BENCO, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF NORTH MANKATO, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

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

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

A. City. The City of North Mankato, Nicollet County, State of Minnesota.

B. City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

C. Cooperative. BENCO Electric Cooperative Association, a Minnesota Electric Cooperative Association, its successors and assigns.

D. Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Cooperative for the purpose of providing electric energy for public use.

E. Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Cooperative shall be mailed to General Manager, P.O. Box 8 Mankato, MN 56002-3368. Notice to the City shall be mailed to the City Administrator, City of North Mankato, 1001 Belgrade Avenue, North Mankato, MN 56003. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

F. Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

G. Public Way. Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

A. Grant of Franchise. City hereby grants Cooperative, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Cooperative may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Cooperative may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and/or policies and to the further provisions of this franchise agreement.

B. Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Cooperative, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Cooperative does not file a written acceptance with the City within 90 days after publication.

C. Service and Rates. The Cooperative will provide adequate and efficient electric services at reasonable rates. The area within the City in which Cooperative may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

D. Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Cooperative.

E. Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

A. Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously

installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Cooperative's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Cooperative may abandon underground Electric Facilities in place, provided at the City's request, Cooperative will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

B. Field Locations. Cooperative shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

C. Street Openings. Cooperative shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Cooperative shall not be more burdensome than those imposed on other utilities for similar facilities or work. Cooperative may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Cooperative shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Cooperative shall obtain any required permits and pay any required fees.

D. Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Cooperative shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if Cooperative shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Cooperative to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Cooperative. Cooperative shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with Section 3. D (Restoration), but the City hereby waives any requirement for Cooperative to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

E. Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

F. Notice of Improvements. The City must give Cooperative reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the

improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Cooperative a sufficient length of time in advance of the actual commencement of the work to permit Cooperative to make any necessary additions, alterations or repairs to its Electric Facilities.

G. Shared Use of Poles. Cooperative shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Cooperative whenever such use will not interfere with the use of such poles or towers by Cooperative, by another electric utility, by a telephone utility, or by any cable television cooperative or other form of communication cooperative. In addition, the City shall pay for any added cost incurred by Cooperative because of such use by City.

SECTION 4. RELOCATIONS.

A. Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Cooperative to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4. C (Projects with Federal Funding), Cooperative shall relocate its Electric Facilities at its own expense. The City shall give Cooperative reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Cooperative expense, the City shall reimburse Cooperative for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Cooperative may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Cooperative to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

B. Relocation of Electric Facilities in Public Ground. City may require Cooperative, at Cooperative's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

C. Projects with Federal Funding. City shall not order Cooperative to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Cooperative. The City is obligated to pay Cooperative only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Cooperative, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Cooperative Electric Facilities made necessary because of a federally-aided highway project shall be governed by the

provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Cooperative are valuable rights.

D. No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Cooperative for installations within a Cooperative right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Cooperative's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Cooperative may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Cooperative finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Cooperative shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

A. Indemnity of City. Cooperative shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Cooperative's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Cooperative, and such performance is nevertheless ordered or directed by City after notice of Cooperative's determination.

B. Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Cooperative at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Cooperative within a period wherein Cooperative is not prejudiced by lack of such notice. If Cooperative is required to indemnify and defend, it will thereafter have control of such litigation, but Cooperative may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Cooperative, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Cooperative at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Cooperative of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Cooperative. In no

case, however, shall City be liable to Cooperative for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Cooperative, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

A. Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Cooperative, the City may impose on Cooperative a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a resolution from each customer in the designated Cooperative Member Class.

B. Resolution. The franchise fee shall be imposed by resolution duly adopted by the City Council, which resolution shall not be adopted until at least 90 days after written notice enclosing such proposed resolution has been served upon Cooperative by certified mail. The fee shall not become effective until the beginning of a Cooperative billing month at least 90 days after written notice enclosing such adopted resolution has been served upon Cooperative by certified mail. Section 2. E (Dispute Resolution) shall constitute the sole remedy for solving disputes between Cooperative and the City in regard to the interpretation of, or enforcement of, the resolution. No action by the City to implement a resolution will commence until this Ordinance is effective.

C. Terms Defined. For the purpose of Section 9, the following definitions apply:

1. "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Cooperative's electric tariffs on file with the Commission.

2. "Fee Schedule" refers to the schedule in in the resolution setting forth the various customer classes from which a franchise fee would be collected if a resolution were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the resolution may include new Customer Class added by Cooperative to its electric tariffs after the effective date of this franchise agreement.

D. Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Cooperative during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by resolution from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall

require a collection from any customer for electric service in excess of the amounts specifically permitted by the Fee Schedule established in the resolution. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Cooperative if Cooperative is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Cooperative's applicable rates for electric service. Cooperative may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Cooperative agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Cooperative agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

E. Equivalent Fee Requirement. The resolution imposing the fee shall not be effective against Cooperative unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Cooperative specifically consents in writing to a franchise or resolution collecting or failing to collect a fee from another energy supplier in contravention of Section 9. E (Equivalent Fee Requirement), the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

A. Severability. Every section, subdivision, provision, or part of this Ordinance is declared separate from every other section, subdivision, provision, or part and if any section, subdivision, provision, or part shall be held invalid, it shall not affect any other section, subdivision, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

B. Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Cooperative as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third party (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Cooperative's written consent thereto with the City within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Cooperative or its predecessor.

Passed and approved: _____, 2014.

Mark Dehen, Mayor

Attest:

April VanGenderen
City Clerk

Date Published: _____

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 62

CITY OF NORTH MANKATO, NICOLLET COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF NORTH MANKATO, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

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

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

A. City. The City of North Mankato, Nicollet County, State of Minnesota.

B. City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

C. Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

D. Company. Northern States Power Company, a Minnesota corporation, D/B/A Xcel Energy, its successors and assigns.

E. Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

F. Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City of North Mankato, 1001 Belgrade Avenue, North

Mankato, MN 56003. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

G. Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

H. Public Way. Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

A. Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and/or policies and to the further provisions of this franchise agreement.

B. Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

C. Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

D. Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

E. Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

A. Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

B. Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

C. Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

D. Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with Section 3 D (Restoration), but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

E. Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

F. Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

G. Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

A. Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4. C (Projects with Federal Funding), Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

B. Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

C. Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those

portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

D. No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

A. Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

B. Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public

Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

A. Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a resolution from each customer in the designated Company Customer Class.

B. Resolution. The franchise fee shall be imposed by resolution duly adopted by the City Council, which resolution shall not be adopted until at least 90 days after written notice enclosing such proposed resolution has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted resolution has been served upon Company by certified mail. Section 2. E (Dispute Resolution) shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the resolution. No action by the City to implement a resolution will commence until this Ordinance is effective.

C. Terms Defined. For the purpose of Section 9, the following definitions apply:

1. "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric tariffs on file with the Commission.

2. "Fee Schedule" refers to the schedule in in the resolution setting forth the various customer classes from which a franchise fee would be collected if a resolution were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the resolution may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

D. Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by resolution from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall

require a collection from any customer for electric service in excess of the amounts specifically permitted by the Fee Schedule established in the resolution. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

E. Equivalent Fee Requirement. The resolution imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or resolution collecting or failing to collect a fee from another energy supplier in contravention of Section 9. E (Equivalent Fee Requirement), the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

A. Severability. Every section, subdivision, provision, or part of this Ordinance is declared separate from every other section, subdivision, provision, or part and if any section, subdivision, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

B. Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third party (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: _____, 2014.

Mark Dehen
Mayor

Attest:

April VanGenderen
City Clerk

Date Published: _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11B	Department: City Planner	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Resolution Vacating Utility Easements in Outlot B, Presidential Estates																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: As part of the vacation of utility easements within Outlot B, Presidential Estates, it is necessary to adopt a resolution. All local utility companies have been notified of the proposed vacation of the utility easement.																														
REQUESTED COUNCIL ACTION: Adoption of Resolution Vacating Utility Easements.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION VACATING UTILITY EASEMENTS
OUTLOT B, PRESIDENTIAL ESTATES

WHEREAS, a petition has been submitted, executed by 100 percent of the abutting property owners, requesting vacation of utility easements and described as follows:

A strip of land 60.00 feet in width over, under, and across all that part of Outlot B, Presidential Estates, according to the recorded plat thereof, on file and of record with the Nicollet County Recorder;

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

1. Such utility easements are vacated.
2. The City Clerk shall prepare a notice of completion of these proceedings pursuant to statute and shall present the same to the County Auditor and County Recorder.

Adopted by the City Council this 6th day of October 2014.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11C	Department: City Planner	Council Meeting Date: 10/06/14																												
TITLE OF ISSUE: Resolution Vacating Utility Easements in Northport No. 17.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: As part of the vacation of utility easements within Northport No. 17, it is necessary to adopt a resolution. All local utility companies have been notified of the proposed vacation of the utility easement.																														
REQUESTED COUNCIL ACTION: Adoption of Resolution Vacating Utility Easements.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION VACATING UTILITY EASEMENTS
NORTHPORT NO. 17

WHEREAS, a petition has been submitted, executed by 100 percent of the abutting property owners, requesting vacation of utility easements all located in Northport No. 17, North Mankato, Nicollet County, Minnesota and described as follows:

That portion of the 20 foot wide utility easements over, under and across Lot 1, Block 1, Northport No. 17, according to the plat thereof on file and of record with the Nicollet County Recorder;

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

1. Such utility easements are vacated.
2. The City Clerk shall prepare a notice of completion of these proceedings pursuant to statute and shall present the same to the County Auditor and County Recorder.

Adopted by the City Council this 6th day of October 2014.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 11D	Department: City Engineer	Council Meeting Date: 10/06/14
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TITLE OF ISSUE: Resolution Approving Plans and Specification and Approving Advertisement for Bids for Project No. 08-07B Construction of Municipal Well No. 9
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BACKGROUND AND SUPPLEMENTAL INFORMATION: Project No. 08-07B includes the construction of a new municipal well (Well No. 9). The Council accepted the Feasibility Report and Ordered Preparation of Plans and Specification for Well No. 9 on February 4, 2013. The Plans and Specifications for Well No. 9 are available in the Administration Office. The City is applying for a Minnesota Public Facilities Authority Loan from the Drinking Water Revolving Fund to cover the estimated project cost of Well No. 9. The resolution for applying for that loan is Agenda Item #9C.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopting resolution to approve plans and specifications, and authorize the advertisement for bids and setting bid opening date for 10:00 a.m. on October 29, 2014.

For Clerk's Use:		
Motion By: _____		
Second By: _____		
Vote Record:	Aye	Nay
_____	_____	_____
_____	_____	_____
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SUPPORTING DOCUMENTS ATTACHED				
Resolution	Ordinance	Contract	Minutes	Map
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Other (specify) <u>Advertisement for bid</u>				

<input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting	
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<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____	
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RESOLUTION NO.

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS,
AND AUTHORIZING ADVERTISEMENT FOR
BIDS FOR PROJECT NO. 08-07B
CONSTRUCTION OF MUNICIPAL WELL NO. 9**

WHEREAS, a resolution of the City Council adopted the 4th day of February 2013, the City Engineer has prepared plans and specifications for Project No. 08-07B Well No. 9 and has presented such plans and specifications to the council for approval;

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

- 1) Such plans and specifications, a copy of which is attached hereto and made a part of hereof, are hereby approved.
- 2) The City Clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for not less than three weeks, shall specify the work to be done, shall state that bids will be received by the clerk until 10:00 a.m. on October 29, 2014, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and the City Engineer.
- 3) The bids will then be tabulated, and will be considered by the City Council at their regular meeting at 7:00 p.m. on October 20, 2014, in the Council Chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility.
- 3) No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for five (5) percent of the amount of such bid.

Adopted by the City Council this 6th day of October 2014

Mayor

ATTEST:

City Clerk

ADVERTISEMENT FOR BIDS

Construction of Municipal Well No. 9 North Mankato, MN

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals for the work described below will be received by the City Administrator at the 1001 Belgrade Ave., North Mankato, MN 56003 until October 29, 2014 at 10:00 a.m., at which time the bids will be opened and publicly read.

DESCRIPTION OF WORK: The work includes the following:

- A. Construction of a municipal well finished in Mt. Simon formation, approximately 845 feet deep.
- B. Furnishing and installing of a 125 HP vertical turbine pump.
- C. Well house, concrete base for the pump, and the electrical work for the well pump will be done under a separate contract. Well pump installation shall be completed after well house construction is complete.

COMPLETION OF WORK: Drilling and test pumping of the well shall be completed within 120 calendar days after issuance of Notice to Proceed (NTP). Pump installation will be deferred until well house is completed under a separate contract.

MINIMUM CONTRACTOR QUALIFICATIONS: The Contractor and the driller shall be licensed well drillers in the State of Minnesota. The cable tool method or dual rotary method are the only two methods of drilling allowed.

OBTAINING CONTRACT DOCUMENTS AND BIDDING REQUIREMENTS: Plans and specifications and all contract documents may be obtained at the office of Bolton & Menk, Inc., 1960 Premier Drive, Mankato, MN 56001, upon payment of \$75.00, **(includes sales tax)**; non-refundable for each full set of specifications and accompanying drawings. Additional shipping charges will apply for delivery to any address not within the lower 48 states. Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for \$20.00 by inputting Quest project #3544647 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

A copy of the plans and specifications may be inspected at the following locations:

- Office of Bolton & Menk, Inc., 1960 Premier Drive, Mankato, MN 56001.
- Mankato Builders Exchange, 75 Navaho Ave., Suite 1, Mankato, MN 56001.

PLANHOLDERS LIST, ADDENDA AND BID TABULATION: The planholders list, addenda and bid tabulation will be available on-line at www.bolton-menk.com.

Bids will be received on a unit price basis as itemized in the Bid Schedule.

BID SECURITY: A certified check or a Bid Bond satisfactory to the City of North Mankato, Minnesota, in the amount of not less than 5 percent of the total Bid price submitted must accompany each Bid.

LABOR RATES - MINIMUM WAGE REQUIREMENTS:

This project is being funded by the City of North Mankato, Minnesota, and Public Facilities Authority under the Drinking Water Revolving Fund (DWRP) program. The project is subject to the provisions of Little Davis-Bacon Act.

PERFORMANCE AND PAYMENT BONDS: The successful Bidder will be required to furnish a Performance Bond and Labor and Materials Payment Bond each in the amount of the Contract.

The Bid, Agreement, and Bonds shall be conditioned upon compliance with all provisions of the Bid Documents.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the Engineer/Manager for the project. It shall be understood, however, that no specification interpretations will be made by telephone.

Address inquiries to:
Bolton & Menk Inc.
Attn: Herman Dharmarajah, Ph.D., P.E.
1960 Premier Drive
Mankato, MN 56001
Tel: 507-625-4171 Ext. 1104
Fax: 507-625-4177
Email: hermandh@bolton-menk.com

OWNER'S RIGHTS RESERVED: The OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the OWNER.

Date: October 6, 2014

Owner: City of North Mankato, Minnesota

/S/ John Harrenstein

City Administrator

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item 11E	Department: Finance	Council Meeting Date: 10/06/14																																	
TITLE OF ISSUE: Public Hearing On The Proposed Issuance Of Housing Facilities Revenue Refunding Notes in an Aggregate Principal Amount not to Exceed \$8,000,000, at the Request of Vista Prairie at Monarch Meadows, LLC																																			
BACKGROUND AND SUPPLEMENTAL INFORMATION: This Resolution is to set the date of November 3, 2014, to conduct a public hearing for the issuance of Notes for Monarch Meadows senior living community. Monarch Meadows is owned and operated by Vista Prairie Communities and is requesting the City of North Mankato to issue two series of notes totaling \$7,700,000. The Series 2014A is for a \$7,155,000 tax exempt, bank-qualified note and the Series 2014A-T is for a \$545,000 taxable note. The proceeds of the 2014 notes will be used to refinance the Series 2005 notes issued by the City of North Mankato. The Notes will be secured by a first mortgage, a tax and insurance escrow fund and a repair and replacement fund. The debt service payments are the responsibility of Vista Prairie. The Series 2014 notes are being issued for a savings of \$45,000 annually and to refinance the 2005 notes before the balloon payment on April 15, 2015. The expected date of prepayment of the 2005 Notes is November 12, 2014. The City will receive a fee in the amount of one percent of the principal amount of the Notes. In addition, Vista Prairie Communities will pay all costs of the City incurred in connecton with the issuance of the 2014 Notes and agrees to reimburse the City for increased debt service costs due to loss of "bank qualification" should the City issue bonds later this year. City bond counsel, Kennedy and Graven, have reviewed the attached resolution and agreement.																																			
<i>If additional space is required, attach a separate sheet</i>																																			
REQUESTED COUNCIL ACTION: Consider Adoption of Resolution Calling for Public Hearing on the Proposed Issuance of Housing Facilities Revenue Refunding Notes in an Aggregate Principal Amount not to Exceed \$8,000,000, at the Request of Vista Prairie at Monarch Meadows, LLC																																			
For Clerk's Use: Motion By: _____ Second By: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Freyberg		_____	_____	Spears		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ <u>Agreement Regarding Payment of Fees</u> <u>Letter from Kutak Rock Refinancing Summary</u> <u>Term Sheet</u> <u>Letter from Vista Prairie to Citizens Independent Bank</u>	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																																		

Extract of Minutes of Meeting of the City Council
of the
City of North Mankato, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of North Mankato, Minnesota (the "Issuer"), was duly held at the Municipal Building Council Chambers, 1001 Belgrade Avenue in the City of North Mankato, Minnesota on Monday, October 6, 2014, at 7:00 o'clock p.m.

The following members of the City Council were present:

and the following were absent:

Council Member _____ introduced the following written resolution, the reading of which was waived by unanimous consent of the Council, and moved its adoption:

Resolution No. _____

RESOLUTION CALLING FOR PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF HOUSING FACILITIES REVENUE REFUNDING NOTES IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, AT
THE REQUEST OF VISTA PRAIRIE AT MONARCH MEADOWS, LLC

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____, and upon vote being taken thereon the following voted in favor thereof:

and the following abstained from voting on the same:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Resolution No. _____

RESOLUTION CALLING FOR PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF HOUSING FACILITIES REVENUE REFUNDING NOTES IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, AT
THE REQUEST OF VISTA PRAIRIE AT MONARCH MEADOWS, LLC

WHEREAS the City of North Mankato, Minnesota (the "Issuer") is a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota, and Kutak Rock LLP, acting as bond counsel for this bond issue ("Bond Counsel"), has advised that the Issuer is authorized and empowered by Minnesota Statutes, Chapter 462C, as amended (the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, constructing, improving and equipping multifamily housing developments, as that term is defined in the Act, including the discharge of liens and related rehabilitation in connection with such multifamily developments; and

WHEREAS, a proposal has been made to the Issuer by Vista Prairie at Monarch Meadows, LLC, a Minnesota limited liability company, the sole member of which is Governmental and Educational Assistance Corporation d/b/a Vista Prairie Communities, an Arkansas nonprofit corporation and 501(c)(3) organization (referred to herein as "VPC"), that the Issuer authorize the issuance of its housing revenue bonds for the purpose of financing and refinancing one or more multifamily housing developments pursuant to the Act (all sometimes collectively referred to as the "Project"); and

WHEREAS, VPC has advised the Issuer that the Project consists of refinancing housing facilities for rental to the elderly; and the Project is more particularly described in the Housing Program developed pursuant to the Act with respect thereto, a copy of which Housing Program is attached hereto as Exhibit B (the "Housing Program"); and

WHEREAS, the funds to provide refinancing for the Project would be obtained through the issuance by the Issuer of its Housing Facilities Revenue Refunding Notes, in one or more series, in a principal amount of not to exceed \$8,000,000 (the "Notes"), which Notes are to be repaid solely and only through payments to be made by VPC (referred to in the alternative as the "Borrower") pursuant to a loan or similar agreement to be entered into between the Issuer, the Borrower and Piper Jaffray Lending LLC, as lead lender; and

WHEREAS, the Notes (if issued) shall be a limited obligation of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Notes shall be payable solely out of the revenues derived from the loan agreement and security provided therefor; and

WHEREAS, Bond Counsel has advised that, pursuant to Section 462C.04, Subd. 2, of the Act and Section 147(f) of the Internal Revenue Code, as a condition to the issuance of the Notes, it is necessary to conduct a public hearing on the issuance of the Notes and on the Housing

Program and to publish notice of said public hearing not less than 15 days prior to the date fixed for the hearing.

BE IT RESOLVED by the City Council of the City of North Mankato, Minnesota as follows:

1. A public hearing shall be conducted by the City Council on the issuance of said Notes and on the Housing Program, such hearing to be held at a meeting of the Council on November 3, 2014, beginning at 7:00 o'clock p.m. in the Municipal Building Council Chambers, at which hearing all parties who appear shall be given an opportunity to express their views with respect to the issuance of the Notes and the Housing Program.

2. Notice of such public hearing, in substantially the form attached hereto as Exhibit A, shall be published at least once not less than 15 days prior to the date fixed for the hearing, in a newspaper having a general circulation in the City of North Mankato.

3. Prior to publication of said notice VPC shall cause a copy of the Housing Program to be submitted to the regional development commission for the area in which the City of North Mankato is located, if any, for review and comments.

4. Nothing herein shall constitute a commitment by the Issuer to issue the Notes, which shall in all cases be subject to the sole and absolute discretion of the City Council.

5. Any prior resolutions or orders adopted by the City Council, or parts thereof, in conflict herewith are to the extent of such conflict, hereby repealed, and this Resolution shall be in full force and effect immediately upon its adoption.

Adopted on October 6, 2014 by the North Mankato City Council.

By: _____
Its Mayor

Attest:

By: _____
City Clerk

EXHIBIT A

RESOLUTION CALLING FOR PUBLIC HEARING ON THE PROPOSED ISSUANCE OF HOUSING FACILITIES REVENUE REFUNDING NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, AT THE REQUEST OF VISTA PRAIRIE AT MONARCH MEADOWS, LLC

NOTICE IS HEREBY GIVEN that a public hearing shall be conducted by the City Council of the City of North Mankato (the "Issuer"), on a proposal that it issue its Housing Facilities Revenue Refunding Notes, in an aggregate principal amount of not to exceed \$8,000,000, in one or more series (the "Notes"), and on the related Housing Program developed pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act"), all at the request of Vista Prairie at Monarch Meadows, LLC, a Minnesota limited liability company, the sole member of which is Governmental and Educational Assistance Corporation d/b/a Vista Prairie Communities, an Arkansas nonprofit corporation (the "Company"). The hearing will be held at the Municipal Building Council Chambers, located at 1001 Belgrade Avenue, North Mankato, Minnesota, at a meeting of the City Council to be held on Monday, November 3, 2014, beginning at 7:00 o'clock p.m. The proposed project to be refinanced by the Notes consists of refinancing housing facilities for rental to the elderly (the "Project"), and all as further described in the Housing Program developed pursuant to the Act with respect thereto, a copy of which is on file at City Hall. The Project is a rental housing facility for the elderly consisting of 88 assisted living units, 10 care suites, 1 respite care unit and 1 guest suite. The address of the facility to be refinanced by the Notes is 2135 Lor Ray Drive, North Mankato, Minnesota. The Project is owned and operated by the Company. The proceeds of the Notes will be loaned by the Issuer to the Company to provide refinancing for the Project, and the Company will agree to repay the loan at times and in amounts sufficient to provide for payment in full of the Notes when due. At said time and place the City Council shall give all parties who appear an opportunity to express their views with respect to the Housing Program and the issuance of the Notes. Written comments will be accepted at City Hall until the time of hearing.

Date: October 20, 2014.

BY ORDER OF THE CITY COUNCIL

/s/ April Van Genderen
City Clerk
City of North Mankato

EXHIBIT B

HOUSING PROGRAM PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C VISTA PRAIRIE AT MONARCH MEADOWS, LLC

This Housing Program describes a multifamily housing development initiative proposed to be undertaken in the City of North Mankato, Minnesota (the "Issuer"), pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act"), at the request of Vista Prairie at Monarch Meadows, LLC, a Minnesota limited liability company, the sole member of which is Governmental and Educational Assistance Corporation d/b/a Vista Prairie Communities, an Arkansas nonprofit corporation (the "Borrower"), in connection with refinancing housing facilities for rental to the elderly (referred to as the "Project"). The representations herein are based entirely on representations or information provided by or on behalf of the Borrower. The Project is owned and operated by the Borrower. The Project is a rental housing facility for the elderly consisting of 88 assisted living units, 10 care suites, 1 respite care unit and 1 guest suite. The address of the facility to be refinanced by the Notes is 2135 Lor Ray Drive, North Mankato, Minnesota.

The Borrower covenants that the Project will be operated as one or more multifamily housing developments, within the meaning of the Act; that the use of the Project will be carried out in accordance with applicable land use and development restrictions; that the Project will be subject to applicable state and local building codes; and that the Project will be operated in accordance with state and local anti-discrimination laws and ordinances.

The Project is part of the existing stock of elderly housing, including assisted-living facilities for the elderly, within the jurisdiction of the Issuer. The Issuer has previously determined that there is the need for such housing in the jurisdiction of the Issuer.

To refinance the Project, the Borrower has proposed that the Issuer issue revenue notes, in one or more series, in an aggregate principal amount not to exceed \$8,000,000 (including the funding of reserves and payment of costs of issuance). The Borrower has proposed that such revenue note issuance be undertaken forthwith upon completion of the required documentation therefor. The Borrower will be required, pursuant to a revenue agreement, such as a loan agreement, to make payment sufficient to pay when due the principal of, premium, if any, and interest on such revenue notes when due. The revenue notes may be issued in one or more series and may be structured so as to take advantage of whatever means are available or necessary and are permitted by law to enhance the security for and marketability of the revenue notes. Such security is expected to consist primarily of a mortgage lien granted against each facility included in the Project. The revenue notes will not constitute a general or moral obligation or indebtedness or any pecuniary obligation of the Issuer, nor will the full faith and credit of the Issuer, the State of Minnesota or any other political subdivision of the State of Minnesota be pledged to the payment thereof. None of the state ceiling for private activity bonds will be applied for with respect to the revenue notes.

STATE OF MINNESOTA)

) SS.

COUNTY OF NICOLLET)

I, the undersigned, being the duly qualified and acting City Clerk of the City of North Mankato (the "Issuer"), do hereby certify that attached hereto is a compared, true and correct copy of a resolution duly adopted by the City Council of the Issuer at a regular meeting thereof duly called and held on October 6, 2014, as the same relates to the proposed issuance of revenue notes of the Issuer pursuant to Minnesota Statutes, Chapter 462C, as amended, at the request of Vista Prairie at Monarch Meadows, LLC, a Minnesota limited liability company, the sole member of which is Governmental and Educational Assistance Corporation d/b/a Vista Prairie Communities, an Arkansas nonprofit corporation; that said meeting was duly and publicly held in accordance with all applicable requirement of law, and that the information set forth in the attached Extract of Minutes with respect thereto is true, complete and correct.

WITNESS my hand officially as said City Clerk this _____ day of October, 2014.

City Clerk

City of North Mankato, Minnesota
Housing Facility Revenue Refunding Notes
(Vista Prairie at Monarch Meadows Project)
Series 2014
(the "Series 2014 Notes")

AGREEMENT REGARDING PAYMENT OF FEES OF
THE CITY OF NORTH MANKATO, MINNESOTA

September 30, 2014

WHEREAS, the City of North Mankato, Minnesota (the "City") previously issued its \$8,560,000 Housing Revenue Loan Participation Note (North Point – GEAC Project), Series 2005A, \$300,000 Taxable Housing Revenue Loan Participation Note (North Point – GEAC Project), Series 2005B, and \$500,000 Subordinate Housing Revenue Notes (North Point – GEAC Project), Series 2005C (collectively, the "Prior Notes"); and

WHEREAS, the proceeds of the Prior Notes were used to finance and refinance the acquisition of certain senior living facilities located in the City; and

WHEREAS, Vista Prairie at Monarch Meadows, LLC, a Minnesota limited liability company (the "Borrower") has requested that the City issue the above referenced Series 2014 Notes, in one or more series, to finance the prepayment of the Prior Notes and the payment of costs of issuance of the Series 2014 Notes; and

WHEREAS, in connection with the proposed issuance of the Series 2014 Notes, the City has requested that the Borrower agree to pay certain fees and costs of the City (as described below);

NOW, THEREFORE, the Borrower hereby agrees as follows:

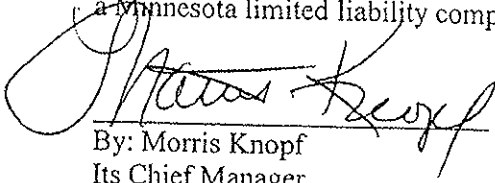
- 1) On the issue date of the Series 2014 Notes, the Borrower will pay an issuance fee to the City in the amount of one percent (1%) of the principal amount of the Series 2014 Notes. NOTE: Currently, the estimated aggregate par amount of the Series 2014 Notes is \$7,700,000. The estimated par amount is subject to change.
- 2) The Borrower will pay all costs of the City incurred in connection with the issuance of the Series 2014 Notes, including the fees of Kennedy & Graven, Chartered, counsel to the City.
- 3) The Borrower agrees to pay to the City, no later than sixty (60) days subsequent to the issuance of any bonds by the City (excluding "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) which would have been eligible for bank qualification had the Series 2014 Notes not been issued (such bonds referred to herein as the "Nonqualified Bonds"), in immediately available funds, an amount equal to the

amount required to reimburse the City for loss of "bank qualification" for Nonqualified Bonds the City issues in calendar year 2014 (referred to as the "Reimbursement Amount"). The Reimbursement Amount shall be calculated as follows: (i) the present value of the total debt service payable on the Nonqualified Bonds to their stated maturity dates, less (ii) the present value of the total debt service that would have been payable on the Nonqualified Bonds to their stated maturity dates if the Nonqualified Bonds had been "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code. For the purposes of this paragraph, present value will be calculated using the assumed yield described in clause (ii), which yield will be determined by the City's financial advisor based on the best available market evidence as of the date of acceptance of the bid or proposal from the purchaser of the Nonqualified Bonds

Within fifteen (15) days of the issuance of any "Nonqualified Bond," an independent financial advisor of the City experienced in the tax-exempt bond market shall calculate the Reimbursement Amount and submit the amount to the Borrower in writing. Within fifteen (15) days from the date of receipt of such calculation, the Borrower agrees to pay to the City the Reimbursement Amount. The Borrower reserves the right to have the Reimbursement Amount recalculated by an independent financial advisor and to submit any proposed changes to that amount to the City for consideration. The final determination by the City with respect to any proposals by the Borrower shall be conclusive and binding on the Borrower. All fees incurred by the City with respect to the calculation of the Reimbursement Amount and the collection of amounts due with respect thereto from the Borrower shall be the sole obligation of the Borrower.

Borrower:

VISTA PRAIRIE AT MONARCH MEADOWS, LLC,
a Minnesota limited liability company



By: Morris Knopf
Its Chief Manager

[Signature page to Agreement Regarding Payment of Fees]

KUTAK ROCK LLP

SUITE 1750
U.S. BANK PLAZA SOUTH
220 SOUTH SIXTH STREET
MINNEAPOLIS, MINNESOTA 55402-4513

612-334-5000
FACSIMILE 612-334-5050

www.kutakrock.com

September 24, 2014

ATLANTA
CHICAGO
DENVER
FAYETTEVILLE
IRVINE
KANSAS CITY
LITTLE ROCK
LOS ANGELES
OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
SCOTTSDALE
WASHINGTON
WICHITA

DAVID C. MURPHY
david.c.murphy@kutakrock.com
(612) 334-5000

VIA E-MAIL

Clara Thorne, Finance Director
City of North Mankato, Minnesota
1001 Belgrade Avenue
P.O. Box 2055
North Mankato, MN 56002-2055

Re: Proposed issuance of Housing Facility Revenue Refunding Notes by the City of North Mankato to refinance the Monarch Meadows senior living community

Dear Ms. Thorne –

As you requested, below is a summary of the proposed refinancing of the Monarch Meadows facility through the issuance by the City of North Mankato, Minnesota of its Housing Facilities Revenue Refunding Notes in the estimated aggregate principal amount of \$7,700,000. A more detailed term sheet is also being provided.

Monarch Meadows senior living community is located at 2135 Lor Ray Drive, North Mankato, Minnesota. The facility consists of two, two level buildings connected by a central link. The facility was built in two phases in 2000 and 2003. The facility is a total of 100 units consisting of 88 assisted living units, 10 care suites, 1 respite care unit and 1 guest suite. The facility has 20 detached garage stalls. In 2011 and 2012, 50 units of independent living were converted to assisted-living. The facility amenities include continental breakfast and noon meal, housekeeping weekly, laundry weekly, all utilities (except telephone), 24-hour staffing, community bus for transportation, emergency pendant system, RN on site daily for consultation, daily well-being checks, daily trash removal, beauty shop, grand fireplace room, restaurant-style dining, movie theatre, media centers/libraries, and social, recreational and spiritual programs.

Monarch Meadows is owned and operated by an affiliate of Vista Prairie Communities, a nonprofit corporation and 501c3 organization. The company's home office is located in Hopkins, MN. The company owns and operates 10 senior living communities located in Minnesota, Iowa and Ohio consisting of 943 units of independent senior living, assisted living and memory care.

Vista Prairie Communities is requesting the City of North Mankato to issue two series of notes in the following par amounts:

- Series 2014A - \$7,155,000 tax exempt, bank qualified note
- Series 2014A-T \$545,000 taxable note
- Total Par Amount - \$7,700,000

KUTAK ROCK LLP

Clara Thorne
September 24, 2014
Page 2

The proceeds of the 2014 notes will be used to refinance the Series 2005 tax exempt, bank qualified notes issued by the City of North Mankato. The Series 2014 notes are being issued for modest savings of \$45,000 annually, but more importantly, the 2005 loan balloons on April 15, 2015 and will need to be refinanced on or before that date. It is anticipated the Series 2014 Notes will be sold to community banks.

The Series 2014 notes will be secured by a first mortgage, a tax and insurance escrow fund and a repair & replacement fund.

The President of Vista Prairie Communities is Morris Knopf. Morris can be reached at 952-837-0542 for more information. In addition, please feel free to contact me at 612-334-5003.

Sincerely,

/s/ David C. Murphy

Cc: Morris Knopf (morrisknopf@vistaprairie.org)
Brad Wirt (Bradley.D.Wirt@pjc.com)
Dan Kaplan (dkaplan@bestlaw.com)
Thomas J. Kettleson, Thomas J (TKettleson@winthrop.com)

CITY OF NORTH MANKATO, MINNESOTA
Housing Facility Revenue Refunding Notes
(Vista Prairie at Monarch Meadows Project)
Series 2014A&A-T

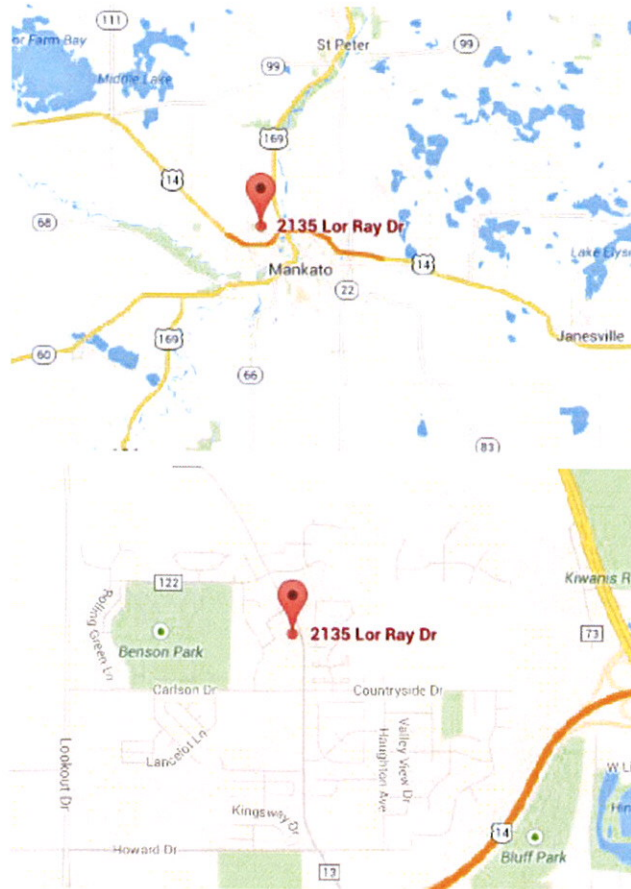
TERM SHEET

Issuer:	City of North Mankato, Minnesota
Loan Amount*:	\$7,700,000; consisting of: Series 2014A: \$7,155,000 Series 2014A-T: \$545,000
Purpose:	The proceeds of the Series 2014A& 2014A-T Notes will be used to (a) refund the City of North Mankato, Minnesota, Housing Revenue Loan Participation Notes, Series 2005A and Series 2005B and refund Subordinate Housing Revenue Note, Series 2005C, and (b) pay transaction costs related to the issuance of the Notes.
Borrower:	North Point-GEAC, LLC, a Minnesota limited liability company (the "Borrower"), the sole member of which is Governmental and Educational Assistance Corporation d/b/a Vista Prairie Communities ("Sole Member").
Sole Member:	Vista Prairie Communities, through single-asset limited liability companies owns 10 projects located in Minnesota, Iowa and Ohio consisting of 943 units of independent senior living, assisted living and memory care.
Recourse:	Full recourse obligation of the Borrower.
General Security*:	The Notes will be secured by a pledge and assignment of: <ol style="list-style-type: none"> 1. Combination first mortgage, security agreement, fixture financing statement and assignment of leases and rents of the Project, described herein, and all related improvements, additions, and equipment; 2. Tax and Insurance Escrow Fund; and 3. Repair and Replacement Reserve Fund.
Tax & Insurance Fund*:	Monthly deposits to the Tax and Insurance Fund in an amount equal to 1/12 th of the annual real estate taxes and assessments, if any, and insurance premiums related to the Project for the next fiscal year beginning on December 15, 2014.
Repair and Replacement Fund*:	Monthly deposits to the Repair and Replacement Fund equal to \$300 per unit per year beginning on December 15, 2014. The monthly deposit will be \$2,500 or \$30,000 annually.
Tax Status of Interest:	Interest on the Series 2014A Notes is excluded from gross income for Federal and State of Minnesota income tax purposes and is not subject to the alternative minimum tax (Non-AMT); the interest on the Notes is Bank Qualified (a "qualified tax-exempt obligation" within §265(b) of the Internal Revenue Code). Interest on the Series 2014A-T Notes is taxable.
Note Rates*:	Series 2014A: 3.625%; includes .125% for Servicing Fees Series 2014A-T: 4.625%; includes .125% for Servicing Fees

Term/Maturity Dates*:	Series 2014A: December 15, 2029 Series 2014A-T: August 15, 2017
Rate Reset Dates*:	Series 2014A: December 15, 2019 & December 15, 2024 (60 Months & 120 Months) Series 2014A-T: Matures prior to 1 st Rate Reset Date
Rate Adjustment*:	The Series 2014A Note Rate will adjust on the 60 th and 120 th monthly payment dates (each a "Reset Date"). From each Reset Date, the Notes will bear an interest rate equal to the five-year US Constant Maturity Treasury Index plus 185 basis points (1.85%), as then published by the Federal Reserve Board subject to a Rate Cap and a Rate Floor described below.
Rate Cap*:	Series 2014A: 6.00%; Note Rate will not exceed Rate Cap for the term of the Loan. Series 2014A-T: Matures prior to 1 st Rate Reset Date
Rate Floor*:	Series 2014A: 3.50% Series 2014A-T: Matures prior to 1 st Rate Reset Date
Interest Payment Dates*:	Series 2014A & 2014A-T: Monthly on the 15 th Business Day of each month commencing December 15, 2014.
Principal Payment Dates*:	Series 2014A: Monthly on the 15 th Business Day of each month commencing on September 15, 2017. Series 2014A-T: Monthly on the 15 th Business Day of each month commencing on December 15, 2014.
Prepayment*:	December 15, 2017 at par
Parity Indebtedness*:	The Borrower may not incur Additional Parity Debt without Lender approval.
Subordinate Debt*:	The Borrower may incur Subordinate Debt without Lender approval if the Borrower meets the following tests: <ol style="list-style-type: none"> 1. Annual audit showing a debt service coverage ratio of at least 1.30x for the Loan and the proposed Subordinate Debt, or 2. A financial Projection examined by an Independent Consultant confirming a projected debt service coverage ratio of at least 1.30x for the Loan and the proposed Subordinate Debt for the next three years.

Location:

The Borrower's campus is located at 2135 Lor Ray Drive, North Mankato, MN 56003 as shown below.



Property Description:

The facility is located at 2135 Lor Ray Drive, North Mankato, Minnesota. The facility consists of two, two level buildings connected by a central link. The facility was built in two phases in 2000 and 2003. The facility is a total of 100 units consisting of 88 assisted living units, 10 care suites, 1 respite care unit and 1 guest suite. The facility has 20 detached garage stalls. In 2011 and 2012, 50-units of independent living were converted to assisted-living. The facility amenities include, continental breakfast and noon meal, housekeeping weekly, laundry weekly, all utilities (except telephone), 24-hour staffing, community bus for transportation, emergency pendant system, RN on site daily for consultation, daily well-being checks, daily trash removal, beauty shop, grand fireplace room, restaurant-style dining, movie theatre, media centers/libraries, social, recreational and spiritual programs.

Unit Summary:

<u>Unit Type</u>	<u>Size (SF)</u>	<u>Rent (\$/Month)</u>	<u>Building A</u>	<u>Building B</u>	<u>Total</u>
1BR-AL	510	2,250	30	9	39
1BR-Respite	510	150 (per day)	1	0	1
1BR-Care Suite	510	4,600	9	0	9
1BR w/Patio-AL	510	2,300	0	4	4
1BR-AL	640	2,400	3	15	18
1BR-Care Suite	640	4,600	1	0	1
1BR w/Patio-AL	640	2,450	0	8	8
1BR+Den-AL	980	2,750	4	4	8
2BR-AL	880	2,650	1	4	5
2BR-Guest Suite	880	25 (per day)	1	0	1
2BR w/Patio-AL	880	2,700	0	4	4
2BR-AL	880	2,650	0	2	2
			50	50	100

Management Company: Vista Prairie Management, LLC, a Minnesota limited liability company will manage the facility. The manager manages nine (9) facilities in Minnesota and Iowa. The manager 813 units under management. The management fees will be subordinate to debt service on the loan.

- Financial Covenants*:
1. The Borrower will commit to set rents and charges such that the Debt Service Coverage Ratio (Net Revenues divided by Debt Service ("Debt Service" is defined as regularly scheduled payments of principal and interest on the Loan as well as all Servicing Fees)) will be at least 1.15:1 for each fiscal year. The Debt Service Coverage Ratio will be based upon the Borrower's annual audit.
 2. If the Debt Service Coverage Ratio for any fiscal year is less than 1.15:1, the Borrower will retain the services of a Management Consultant to review the operations of the Borrower. The Management Consultant will prepare a report outlining recommendations for improvement in the overall financial position of the Borrower, which shall use its best efforts to implement the recommendations.
 3. Commencing with the fiscal year end June 30, 2015, the Borrower will maintain minimum Days Cash-on-Hand equal to 60-days of Operating Expenses. Operating Expenses will include all GAAP expenses for the Project including interest, but excluding depreciation and amortization. The required Days Cash-on-Hand will be based upon audited financial statements.
 4. The Borrower may distribute cash flow to the Sole Member after the payment of expenses and debt service quarterly by certifying that no covenant default exists. The Debt Service Coverage Ratio test will include the distribution of cash flow to the Sole Member.

Due Diligence and
Conditions Precedent to
Closing of Loan*:

In addition to such other reasonably available items required for each Lender or Participant to conduct its own credit evaluation, the following, as well as a definitive Loan Marketing Brochure, will be available to each Lender or Participant:

1. Organizational documents of the Borrower and Sole Member;
2. 3 years of audited financial statements of the Borrower;
3. Year-to-date unaudited financial statements of the Borrower;
4. MAI Appraisal;
5. Phase I Environmental Report update prepared to ASTM standards;
6. Property Condition Report;
7. Insurance certificates;
8. ALTA Survey;
9. Title Commitment/Policies;
10. Management Contract;
11. Preparation of all Loan documents to the satisfaction of the parties; and
12. Other matters as the Lender may reasonably request.

We are providing this material to provide you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing. However, Piper Jaffray intends to serve as a placement agent and not as a financial advisor to you in this transaction; and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.



VISTAPRAIRIE AT
MONARCH MEADOWS

SENIOR LIVING COMMUNITY

2135 Lor Ray Drive
North Mankato, MN 56003
507.344.0059

vistaprairie.org/monarchmeadows

September 29, 2014

BY HAND DELIVERY

Citizens Independent Bank
5000 West 36th Street
St. Louis Park, MN 55416
Attn: Chief Financial Officer

Re: Vista Prairie at Monarch Meadows, LLC (formerly known as North Point-GEAC, LLC) Notice of Election to Prepay Notes

Pursuant to Section 5.7 of that certain Loan Agreement, dated as of April 1, 2005 (the "Loan Agreement"), among the City of North Mankato, Minnesota (the "City"), Vista Prairie at Monarch Meadows, LLC (formerly known as North Point-GEAC, LLC) (the "Company"), and Citizens Independent Bank (the "Servicer") on behalf of the lenders named in the Loan Agreement (the "Lenders"), and Section 3.2 of that certain Servicing and Intercreditor Agreement, dated as of April 1, 2005 (the "Servicing Agreement"), among the City, the Servicer, and the Lenders, the Company is hereby notifying you, as Servicer, of its intention to refund the Housing Revenue Loan Participation Note (North Point-GEAC Project), Series 2005A, the Taxable Housing Revenue Loan Participation Note (North Point-GEAC Project), Series 2005B, and the Subordinate Housing Revenue Note (North Point-GEAC Project), Series 2005C (together, the "Prior Notes").

The expected date of prepayment of the Loan and of the Prior Notes is November 12, 2014 (the "Prepayment Date"). You are hereby requested to prepare a notice of prepayment of the Prior Notes and mail such notice to the Lenders and to the holders of the Prior Notes on or before October 13, 2012 (at least 30 days prior to the Prepayment Date), pursuant to Section 3.3 of the Servicing Agreement.

Please don't hesitate to call with questions.

Very Truly Yours,

Morris E. Knopf, President

cc: City of North Mankato (by certified mail)
Piper Jaffray & Co., attn.: Public Finance Department (by certified mail)
U.S Bank National Association, attn.: Corporate Trust Services (by certified mail)
Thomas J. Kettleson (by email)
David C. Murphy (by email)
Bradley D. Wirt (by email)
Daniel A. Kaplan (by email)

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 11F	Department: Administration	Council Meeting Date: 10/06/14																											
TITLE OF ISSUE: Pavement Management System Report																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: <p>Overview: North Mankato's street system enjoys a high level of citizen satisfaction. To maintain this level of service and citizen satisfaction a Pavement Management Evaluation Report was issued to document the costs required to extend the useful life of roads in North Mankato.</p> <p>The report is an informative tool for staff and policy makers and should be considered as an affirmation to the North Mankato road system that boasts 54% of streets with a rating of at or above seven (7) on a ten (10) point scale.</p> <p>To maintain good pavement management ratings and continue to meet citizen expectations of the road system, the pavement management evaluation report indicates yearly spending on road maintenance should range between \$565,000 and \$735,000 per year to ensure the useful life of roads are maximized. This compares to the \$152,000 currently budgeted for 2015.</p> <p>Staff continue to review funding options like franchise fees to augment funding to implement this pavement management plan.</p> <p style="text-align: right;"><i>If additional space is required, attach a separate sheet</i></p>																													
REQUESTED COUNCIL ACTION: Adoption of the Pavement Management System Report as a Document to Guide Operating and Capital Budgeting for the Street System.																													
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) <u>Pavement Management System Report</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Pavement Management System Report

City of North Mankato, MN

October 2014



Submitted by:

Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001

P: 507-625-4171

F: 507-625-4177

BMI No. M18.108422

BOLTON & MENK, INC.
Consulting Engineers & Surveyors



CERTIFICATION

Pavement Management System Report

for

City of North Mankato, Minnesota

Bolton & Menk, Inc. Project No. M18.108422

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.

By: _____

Daniel R. Sarff, P.E.

License No. 17080

Date: _____



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APPENDIX

Exhibit 1	Map Showing Existing North Mankato Street System
Exhibit 2	Summary of Street Segments, Pavement Condition Ratings, and Recommended Improvements
Exhibit 3	Map Showing Existing Pavement Condition Ratings
Exhibit 4	Map Showing Recommended Improvements

I. INTRODUCTION

The timing of maintenance and rehabilitation actions on bituminous pavements can greatly influence their effectiveness and cost as well as overall pavement life. In general, once a pavement needs treatment, the sooner maintenance or rehabilitation activity is undertaken, the more cost-effective it will be. North Mankato has nearly 65 miles of paved streets which represent a significant capital investment that needs to be well managed.

The goal of this report is to assist the City with understanding its current system condition, assist with management of these assets and provide recommendations for pavement management in the next 5 to 10 years.

In the fall of 2013 and spring of 2014, City staff conducted a visual condition survey of all the paved City streets. This process was undertaken to determine the current condition of these assets and rate their condition relative to each other. The City can use this baseline data for determining the appropriate timing of cost effective road treatments.

The visual conditions were evaluated using a numerical rating system quantifying several different types of pavement distress. These numerical values were used to identify locations of need and to prioritize those needs through comparative analysis of segment rating values.

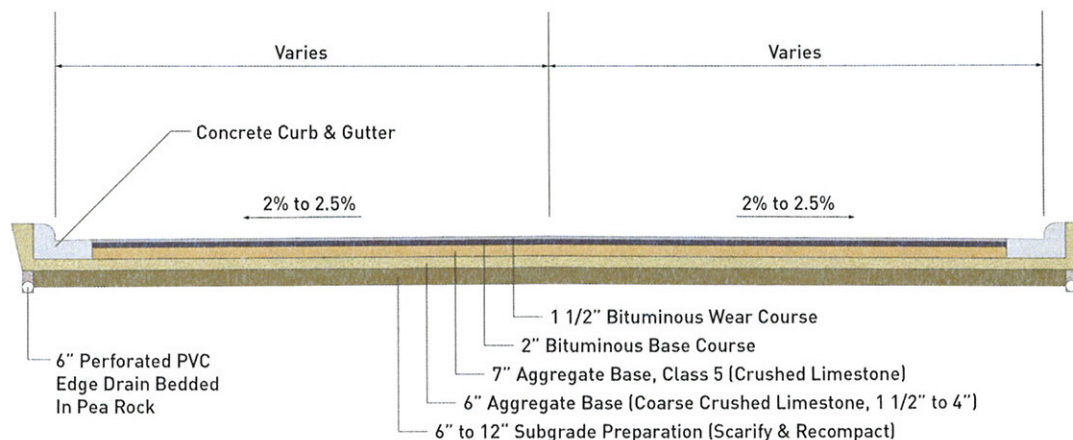
Total reconstruction of a street is a very costly procedure. Research has made known that periodic maintenance projects on streets in good condition can extend their service life at a reduced cost. Maintenance of streets after reconstruction is more cost effective than undergoing multiple reconstructions without maintenance.

Street Conditions

Most of the paved streets in lower North Mankato were originally constructed in the 1950's or earlier. Many of the streets in the lower area have been reconstructed, but some consist of the original construction. Since the lower North Mankato area generally lies within the Minnesota River valley, the subgrade soils throughout the most of the lower area consist of free-draining sand and gravel, which is excellent material for a street sub-base. This is the primary reason that the streets in lower North Mankato, some of which are more than 40 years old, are in good condition.

Most of the streets in the upper North Mankato area were originally constructed after 1970, and most of the paved roadway system in the upper area was significantly expanded during the various commercial and residential development booms in the 1980's, 1990's and 2000's. In general, the soil in the upper North Mankato area consist of heavy clays and are, for the most part, impermeable. The typical pavement section that is used for new residential streets and most residential street reconstruction originated in the 1980's and consists of 6 inches of coarse crushed limestone, 7 inches of Class 5 crushed limestone aggregate base, a 2-inch bituminous base course, and a 1½-inch bituminous wearing course with perforated underdrains along the edges of the street to control subsurface moisture in the base and sub-base. This is a somewhat conservative pavement section and has yielded excellent results in terms of pavement condition and longevity, considering the poor subgrade soils.

Figure 1: Typical Bituminous Pavement Section – New Residential Streets



The pavement section used for non-residential streets in the upper and lower North Mankato areas has varied somewhat from the residential street section based on the volume and types of traffic. Generally, the heavier pavement sections have consisted of materials similar to the residential pavement section (coarse crushed limestone, crushed limestone aggregate base and two or more layers of bituminous pavement), but the thickness of each component varies depending of the soil conditions, traffic volumes and the extent of heavy truck traffic.

Exhibit 1 in the Appendix shows the existing City Street System.

Street Lifecycle

The condition of a street pavement is affected by a number of factors, including:

- Street section (bituminous and gravel base thickness)
- Traffic characteristics and loading
- Subgrade soil (sand, clay, silt)
- Drainage (street profile, cross section, storm sewer)
- Age
- Maintenance program (crack route/seal coating, patching)

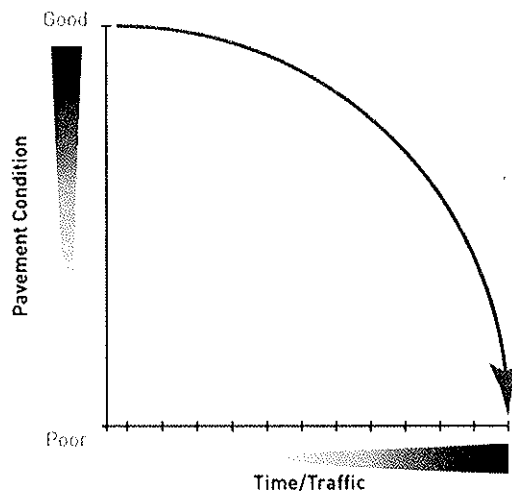
Each of the above listed items contributes to the overall condition and lifecycle of a public street. It is not uncommon for streets in the same area, constructed at the same time, to vary in condition.

In the past, the approach utilized by many cities was often rehabilitation and reconstruction to address the poorest condition road segments first with less attention paid to preventative maintenance. The approach that is advocated by pavement experts which recommends that more attention be placed on preventative maintenance and preserving pavement condition to extend the useful life of the road segment.

After the initial construction, bituminous pavements require periodic maintenance and rehabilitation in order to maximize the life of the pavement. In general, bituminous pavements perform well, deteriorating slowly during the first 15 to 20 years of the street lifecycle and then tend to deteriorate more rapidly. Proactive maintenance such as repairing cracks and seal coating in the earlier stages of a street lifecycle is recommended as a cost effective pavement maintenance practice. As the pavement condition deteriorates

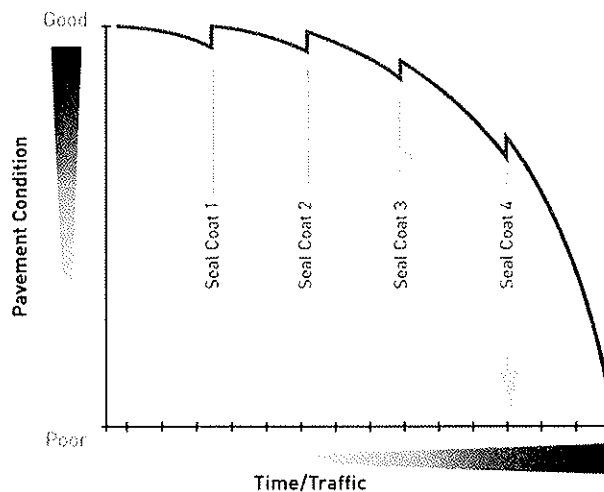
and surface observations indicate a significant level of stress due to traffic loading, seal coat applications are no longer recommended as the most cost effective maintenance and a more extensive pavement rehabilitation, such as a mill and overlay, is required. Without the more extensive pavement rehabilitation measures, the pavement condition will continue to decline to the point where further maintenance and rehabilitation is not effective and complete reconstruction of the pavement is required. Figure 2 illustrates how the typical street condition will deteriorate 40% during the first 75% of its life and another 40% during the next 12% of its life. The street condition will deteriorate quickly beyond 75% of its life, which typically occurs 15 to 20 years after a street is constructed.

Figure 2
Typical Pavement Lifecycle
No Seal Coating or Overlay



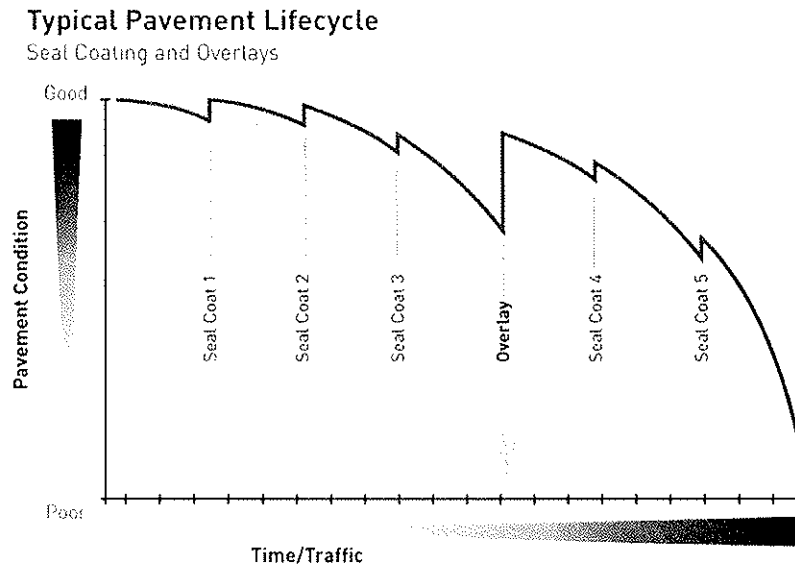
While crack filling and seal coating are very effective in extending the life of a pavement, at some point an overlay is required to replace the pavement strength lost due to the effects of traffic and the environment. Figure 3 shows how a typical pavement lifecycle can be extended with only seal coating.

Figure 3:
Typical Pavement Lifecycle
Seal Coating Only



With the proper combination of crack filling, seal coating and periodic overlays, a pavement can be serviceable for 50 years or more. Figure 4 shows how the pavement lifecycle can be maximized using the proper combination of maintenance and rehabilitation.

Figure 4: Typical Pavement Lifecycle – Seal Coating and Overlays



Over the years, the City of North Mankato has been very diligent with their crack filling and seal coating program. In general, streets are crack filled and seal coated every 5 to 7 years. In many cases, the Public Works department also patches deteriorated sections of pavement before applying the seal coat. This practice has been effective in preserving the life of the streets within the City. However, some of the streets have reached the point the deterioration curve is accelerating and simply continuing to patch and seal coat will not preserve the pavement. This is especially true for the streets that are subject to higher volumes of traffic. For this reason, the addition of a mill and overlay program along with the current practice of crack filling, patching and seal coating is recommended to preserve the pavement before the condition deteriorates to the point where complete reconstruction is required.

II. PAVEMENT EVALUATION

Surface Evaluation

The bituminous streets in North Mankato were evaluated using a visual survey that observed the condition of the pavement surface. The pavement was rated using a numerical condition rating system for several types of pavement distress. The methodology is based on a consistent numeric rating scale ranging from 10 for a newly surfaced street to 1 for a failed surface. There are approximately 2.3 miles of concrete streets within the City of North Mankato, which is only 3.5% of the City's local street system. Concrete streets require significantly different maintenance and preservation strategies than bituminous streets. For this reason, the concrete streets are not included in this evaluation. The City Engineer and Public Works Staff will work together to develop a separate maintenance program for the concrete streets.

Execution

Prior to conducting the field survey, a database was created for all of the streets using street data developed from the GIS system maintained by Bolton & Menk. Street data was broken down into individual block-by-block street segments to facilitate future analysis using the GIS system. The database provided considerable information about each street segment including street names, length, width, year constructed and year last improved.

Each street section was evaluated in the field by City staff during the fall of 2013.

During the field evaluation, repetitive deterioration conditions were noted and ratings were applied. In addition to surface cracking, the rating system considered other pavement defects including patching and general surface condition. A ride adjustment factor was also applied on higher speed streets (>30 mph) when the pavement condition rating was 6 or less.

Rating Results

A summary of street segments, pavement condition ratings, and recommended improvements is shown in Exhibit 2 in the Appendix. Exhibit 3 in the Appendix shows the pavement condition rating in the form of a map.

Table 1 below illustrates the observed pavement condition rating versus the street miles within the City. A majority of the streets, over 84%, have a condition rating equal or greater than 5 and about 54% of the streets have a condition rating equal or greater than 7. These figures indicate that the vast majority of City streets have pavement life remaining that can be preserved and extended.

Table 1: Pavement Rating vs. Paved Miles

Pavement Condition Rating	Mileage	% of Local Street Mileage
9 – 10	9.0	13.9%
7 – 8	26.1	40.3%
5 – 6	19.0	29.4%
3 – 4	7.8	12.1%
1 – 2	0.5	0.8%
Concrete Streets	2.3	3.6%
Total	64.7	100.0%

Table 2 summarizes the average age of street pavement segments within specific condition categories.

Table 2: Pavement Rating vs. Age

Pavement Condition Rating	Average Age of Street (yrs)
9 - 10	9.0
7 - 8	22.3
5 - 6	41.1
3 - 4	41.2
1 - 2	52.9

Pavement Condition Rating Values

The observed pavement condition ratings are shown in tabular form and in map form in Exhibit 2 and Exhibit 3 in the Appendix respectively. Generally, the street segments with ratings equal to or greater than 3 should have some form of maintenance or rehabilitation at this time to preserve and extend useful life. While a high percentage of streets are in good condition at this time, forecasted pavement condition ratings indicate a significant amount of these roadways are expected to deteriorate to a level requiring increased rehabilitation and reconstruction in 5 to 10 years if a do nothing approach is taken.

The most common pavement distress defects noted for the City streets were transverse and shrinkage cracks. During the field condition survey there were no pavement distresses noted that were associated with rutting, corrugations, shoving or excess asphalt. A majority of the streets in North Mankato are in good condition. Many of the transverse and longitudinal road cracks have been routed and sealed, an indication this maintenance procedure has been occurring.

Table 3 below shows a summary of typical recommended maintenance and rehabilitation options based on the current pavement condition rating.

Table 3: Typical Pavement Condition Ranking

Pavement Rating Condition	Typical Recommended Maintenance
5 - 10	Continue with Periodic Crack Fill/Patching/Seal Coat Program
3 - 4	Mill & Overlay
1 - 2	Full Depth Reconstruction

In general, the pavement condition rating determines the type of maintenance or rehabilitation that is required. In some cases, even though the pavement condition rating for a street segment may indicate that the pavement should receive pavement maintenance or rehabilitation (seal coat or a mill and overlay), underground utility deficiencies (sanitary sewer, watermain, storm sewer) may dictate that the street segment should be reconstructed. Based on information provided by City staff, a general assessment of the underground utility needs were included in the evaluation and the recommended improvement was modified accordingly.

III. PAVEMENT MANAGEMENT

Bituminous Pavement Treatment Options

Potential bituminous treatment options for the City of North Mankato to consider can be categorized as pavement maintenance or rehabilitation/reconstruction. Depending on the goals and budget for the City, various approaches can be taken dependent upon the rating evaluation results.

The following is a description of each proposed maintenance method and the potential benefits of each.

Crack Fill – A crack fill repair consists of routing out the crack to create a reservoir that is filled with a hot sealant. This procedure reduces the amount of moisture and debris entering the pavement sub-grade through surface cracks. This protection provides for a more stable roadway base and can reduce pavement breakup and potholes due to the effects of freeze/thaw cycles. The City has used crack filling in the past to address pavement cracking. Crack filling is effective for a few years and then must be repeated. It is, however, a very effective way for lengthening the pavement life.

Seal Coat – A seal coat consists of an application of bituminous material on the roadway followed by a coating of fine aggregate. The aggregate (or “chip”) is typically left on the roadway for a period of time to allow for traffic to drive on it, before a road sweeper is used to remove any excess and loose aggregate. This treatment method is used to minimize the infiltration of water through the surface, reduce surface oxidation, and potentially improve skid resistance/surface roughness of the pavement. This treatment provides for an extension of the pavement surface life by minimizing the effects of the sun and weather on the existing bituminous material and re-establishing a wearing surface with a desired level of friction. This approach will not prevent ultimate pavement failure due to age or poor sub-grade conditions. The life expectancy of a seal coat is approximately 5 to 7 years.

Patching – Provides for the correction of localized pavement deterioration and is generally done to “buy time” until a rehabilitation or reconstruction procedure can be done. Street patching is generally cost effective on small levels that have experienced pavement failure due to a soft base material or other contributing conditions. A roadway’s need for patching generally increases each year and therefore the annual costs of street patching exceed the cost of major maintenance procedures at some point. Patching also provides for a smoother driving surface and extends the life of the pavement. From past practice, we understand the City has used patching extensively, either as a stand-alone maintenance activity or in conjunction with crack filling and seal coating operations.

Edge Mill and Overlay, Mill and Overlay or Simple Overlay – A mill and overlay is where the upper 1.5 to 3 inches of pavement are milled (ground up and removed), and a new layer of asphalt pavement is applied with matching thickness. In urban sections, edge milling is done adjacent to the curb and gutter to maintain the current surface elevations and then a pavement overlay is placed. In some situations, the City may want to consider a mill and inlay approach which would result in the removal, by milling, of a thin layer of pavement in the driving lanes and replacement of the bituminous layer.

Mill and overlay treatment extends the life of the roadway by adding additional material to the surface, reestablishing the cross slope of the road to promote drainage and creating a smooth driving surface. A mill and overlay does not address existing pavement cracking in the underlying pavement. Generally, these cracks will propagate through (reflective cracking) the new overlay pavement appearing in the new surface in as soon as 6 months but more typically within 1 to 3 years, at which point crack sealing would be necessary. The life expectancy of a mill and overlay can range from approximately 10 to 20 years,

before the pavement has reached the same deficient condition again. The life expectancy will depend on existing pavement structure, traffic and other factors.

Full Reconstruction – A street reconstruction is where the existing layers of asphalt and aggregate base is removed and reconstructed with a new structural layer. In many cases some of the subgrade is also removed and replaced with a structural sand layer (subgrade correction), and portions or all of the curb and gutter may be replaced in urban sections. This is the most expensive option and is typically applied in areas where pavements are showing significant areas of major distress. However, this option provides a period of 20-30 years before major work is required.

Wearing Course Construction on New Streets – In the past, the streets in newly developed subdivisions have been constructed using a multi-year, staged construction sequence:

- Underground utility construction (sanitary sewer, watermain, storm sewer) and street construction up to and including aggregate base (Year 1)
- Curb and gutter, sidewalk, driveways and first layer (typically 2") of bituminous surfacing (Year 2)
- The final layer of bituminous (typically 1½ ") was delayed, sometimes for multiple years, until the traffic associated with the construction of new houses was substantially complete.

As a result of the slowdown in residential development over the past several years, some of the streets constructed up to 8 years ago have not received the final layer of bituminous surfacing. While it is expected that the construction traffic in these areas will continue, some of the pavements are showing signs of distress due to lack of adequate pavement structure.

Pavement Treatment Cost Estimating

The costs associated with street preventative maintenance, rehabilitation, and reconstruction, will vary depending on the process required. The costs to remove and reconstruct the existing bituminous and gravel base surfaces will be much greater than milling, patching, and overlaying streets. In addition, streets with existing curb and gutter and/or storm sewer will include additional costs for improvement or replacement of these features.

The following table summarizes the unit costs developed per treatment option per square yard of pavement area. The unit costs were developed based on previous City budget numbers (crack filling and seal coating) and local experience with similar type improvements.

Table 4: Pavement Maintenance and Rehabilitation Options

Maintenance Treatment	Cost Per Square Yard
Bituminous Patching, Crack Filling & Seal Coating	\$1.00 ¹
Edge Mill and Bituminous Overlay	\$20.00
Full Depth Reconstruction	\$85.00 ³
Wearing Course Construction on New Streets	\$14.00
¹ Based on City of North Mankato past maintenance budget estimates; includes equipment and material costs only – no labor costs for City staff included.	

Pavement Management Cost

Based on the unit costs developed for each type of maintenance or rehabilitation activity, an estimate of pavement maintenance, rehabilitation and reconstruction need was determined by multiplying each rated segment length to the identified pavement treatment.

Based on this computation, the costs associated with the North Mankato pavement management need is summarized in Table 5.

Table 5: North Mankato Pavement Management Cost Summary

Improvement	Miles	Estimated Cost
Bituminous Patching, Crack Filling & Seal Coating	50.0	\$987,800
Edge Mill and Bituminous Overlay/Wearing Course construction	9.4	\$2,959,000
¹ Includes street segments recommended for reconstruction due to pavement condition or underground utility needs.		

IV. BUDGET ANALYSIS

Maintenance & Budget

During the last three calendar years (2011 – 2013), the City has spent the following for street maintenance (bituminous patching, crack filling and seal coating):

Table 6: 2011 – 2013 Street Maintenance Spending

Year	Amount Spent for Street Maintenance
2011	\$168,834 (actual)
2012	\$120,896 (actual)
2013	\$127,164 (actual)

The average amount spent for street maintenance during the years 2011 – 2013 was \$138,965. The amount budgeted for street maintenance in 2014 was \$152,000. These funding levels are not adequate to allow for anticipated necessary maintenance (crack rout/sealing, pothole patching, and seal coating) or rehabilitation (mill & overlay) to preserve existing pavement asset life on the City's streets. Without a significant increase, the City can expect continued deterioration of pavement condition and subsequent increases in management cost as treatment options move away from preservation and toward reconstruction.

Pavement Management Program Options

In analyzing the best pavement management option for the City of North Mankato, the present street condition and preferred maintenance strategies were considered. The goal of this analysis is to find the most cost effective method for the City to use in managing its pavement in the future.

Several factors can be considered in the development of the pavement management plan. In the past, a common focus of pavement management was to address the worst segments first. What research has shown is that focusing funding on streets that are in the worst condition can often times be the least cost effective option. The new paradigm is to prioritize and maintain the City's best streets to extend the lifecycle of the street and slow deterioration to a condition that requires much more costly rehabilitation. An approach such as this helps ensure the system as a whole is in the best possible condition and that maintenance funds are being maximized. We recommend that the City focus street maintenance funds on streets that are currently in relatively good condition. The City has traditionally applied this strategy with the annual seal coating program, but it is recommended that more extensive use of mill and overlays be incorporated to enhance and accelerate the pavement preservation process.

Segments recommended for reconstruction, either due to poor pavement condition or underground utility needs, have been included in the general pavement management budget scenarios as "unfunded" and are not included in budget scenario annual outlays. It is anticipated that these segments require further consideration in the Capital Planning process.

Pavement Management Budget Scenarios

Several pavement management budget scenarios were analyzed to better understand the cost of different maintenance strategies on the City system as a whole. The first budget scenario requires an annual street pavement management budget of \$733,000. This scenario assumes that the streets currently designated for mill and overlay will be completed over a 5-year period. The streets that are not designated for mill & overlay or reconstruction would be crack filled and seal coated on a 7-year rotational basis. Some of the streets that currently have a pavement condition rating greater than 4 will likely continue to deteriorate over the 5-year period to a point where they will require a mill and overlay. It is estimated that an annual mill and overlay budget of approximately \$163,000 will be required for years 2021 through 2025.

Table 7: 5-year Plan Budget Scenario

Year	Seal Coat	Mill & Overlay/ Wearing Course	Total
2016	\$141,000	\$592,000	\$733,000
2017	\$141,000	\$592,000	\$733,000
2018	\$141,000	\$592,000	\$733,000
2019	\$141,000	\$592,000	\$733,000
2020	\$141,000	\$592,000	\$733,000
2021 - 2025	\$141,000	\$163,000 ¹	\$304,000

¹ Assumes 50% of street segments currently rated at 5 will require mill & overlay and will be completed over 5 year period.

The second budget scenario was developed that is similar to the first scenario, except the street segments currently designated for mill and overlay improvements are assumed to be completed over a 7-year period beginning in 2016. This scenario requires an annual street pavement management budget of \$564,000 for the first seven years and an annual mill and overlay budget of \$245,000 years 2023 through 2027.

Table 8: 7-year Plan Budget Scenario

Year	Seal Coat	Mill & Overlay/ Wearing Course	Total
2016	\$141,000	\$423,000	\$564,000
2017	\$141,000	\$423,000	\$564,000
2018	\$141,000	\$423,000	\$564,000
2019	\$141,000	\$423,000	\$564,000
2020	\$141,000	\$423,000	\$564,000
2021	\$141,000	\$423,000	\$564,000
2022	\$141,000	\$423,000	\$564,000
2023 - 2027	\$141,000	\$245,000 ¹	\$386,000

¹ Assumes 75% of street segments currently rated at 5 will require mill & overlay and will be completed over 5 year period.

V. FUNDING & FINANCING

Current Funding

In general, the cost of the initial street construction is paid for by the benefiting property owners, in new subdivisions typically by the developer. In most cases, maintenance and rehabilitation of the pavement after the initial construction is usually funded by the local road jurisdiction (in this case the City of North Mankato) through its annual street maintenance fund. When a street has deteriorated to a point that reconstruction is required, a portion of the reconstruction cost is typically assessed to the property owners abutting the street and a portion is typically covered by the City.

The City's current (2014) street maintenance budget is \$152,000. Over the previous 3 years, the average street maintenance spending has been about \$138,965. Based on the information outlined in the previous section, this funding level will not be adequate to allow for anticipated necessary maintenance and rehabilitation (crack rout/sealing, pothole patching and seal coating) necessary to preserve the life of the City's street pavements.

In order to fund an increased pavement maintenance and rehabilitation budget, additional sources of revenue may need to be reviewed including:

- General Tax Levy
- Special Assessments
- Municipal State Aid Funding
- Federal Funding
- Utility Service Fees
- Franchise Fees
- Street Improvement District (Currently not allowed by Statute)

A brief narrative outlining each of the potential revenue sources is provided below. To arrive at an acceptable and sustainable plan for financing the City pavement management system, we recommend City financial staff, and potentially the City's Financial Consultant, be engaged early in the process.

General Tax Levy - Minnesota cities are required by law to hold a yearly public hearing to receive comments on the types of services proposed for the upcoming year, as well as the associated costs. These public hearings are referred to as Truth-in-Taxation hearings. The proposed budget and proposed property tax levy and their percentage increases from the current year levels are typically discussed at the hearing. The pavement management plan and associated cost would therefore be addressed as part of the budget preparation process.

The main advantage of using funds from the general fund is that justification of direct benefit of a particular project to a property is not required. A major disadvantage is that priorities can change rapidly and dedicated funding may prove difficult to rely on from year to year, or even be inadequate.

Special Assessment - Special assessments are an indirect form of taxation. They are a way for cities to charge certain properties for the cost of making a local improvement, or to collect certain charges that will benefit those properties. The following two Minnesota Statutes have been used for make street improvements:

-
- Chapter 429, General Obligation Improvement Bonds, encompasses public improvements such as street improvement projects including grading, curb and gutter and surfacing, sidewalks, and street lighting.
 - Chapter 475, General Obligation Street Reconstruction Bonds, encompasses street reconstruction with limitations on street widening and the installation of new curb and gutter.

Cities may use special assessments to recover the cost of public improvements if the city has adopted an ordinance to provide for it. There are some advantages to using special assessments as a funding source. They are a means of raising money outside the general city tax resources. Special assessment bonds do not count towards statutory debt limitations. They provide a means of levying charges for public services against properties otherwise exempt from taxation.

The City of North Mankato's current assessment policy provides for assessment of a portion of the costs of reconstructing existing bituminous surfaced streets, maintenance and rehabilitation activities such as a crack route/sealing, seal coating and bituminous patching are currently non-assessable improvements. Some cities assess a portion of the cost of overlays to the benefitting properties and the City of North Mankato could consider amending its assessment policy to allow an assessment for mill and overlay projects. However, it may be difficult to demonstrate a benefit (defined as an increase in the property value of the property being assessed) due to street maintenance or rehabilitation activities.

Municipal State Aid Funding - North Mankato's population is over 5,000; therefore it is eligible to receive state aid funds. North Mankato's state aid allocation in 2014 was approximately \$655,000 and is expected to decrease slightly in 2015 and future years due to a change in the method used for distributing the MSA funds to the eligible Cities throughout the state. North Mankato designated 15% of its annual MSA allocation for maintenance and interest payments on outstanding State Aid Bonds are also deducted from the total allocation. The remainder, approximately \$404,000 goes into an account designated for construction. MSA Funds for construction can be allocated to construction improvements only on state aid designated streets, including mill and overlay projects, but not seal coating. The City is also able to "borrow ahead" from future years' MSA allocations and can issue bonds that are payable using the annual MSA construction funds. Since the City's current and future MSA are presently allocated towards past and pending projects, Municipal State Aid Funds will not be available for pavement rehabilitation for at least five years.

Utility Service Fees - The City of North Mankato collects user fees for the Water Utility and Sanitary Sewer Utility Funds. A potential source of additional revenue to offset pavement management cost is to increase the user fee in each Fund based on the anticipated cost to replace the bituminous pavement in a width comparable to the utility excavation impact.

Franchise Fees - Franchise fees can be charged to natural gas and electric providers as a fee to use public rights of way for their utility operations. Implementing franchise fees represents an opportunity to diversify revenue. These fees typically will be passed on to the utility customers.

Street Improvement District Fees - (currently not allowed in State) - Street Improvement District Fees are proposed from time to time through the state legislative process, but have not been approved to date. Street Improvement District Fees provide a method for Cities to collect annual fees from land owners to supplement maintenance activities and reconstruction priorities.

VI. RECOMMENDATIONS

This report provides information to be used in determining an annual maintenance budget for the City streets and can be used as a policy for the future maintenance of the City streets. The results of this plan provide a summary of the potential costs and different budgetary scenarios that can be used as a model for the City system.

The City of North Mankato has several options to maintain and rehabilitate streets since many of the streets have not deteriorated to a point where complete reconstruction is required. Along with that are many different ways to budget for the pavement management system.

Some of the streets included in this report are proposed to undergo reconstruction due to poor pavement condition, underground utility deficiencies, or both. The City could choose to allow these streets to deteriorate further with limited or no maintenance, especially those identified for improvement in the next 5 years. This could be done in order to focus funding on critical maintenance of streets with a higher condition rating in an effort to extend the pavement lifecycle on those streets, while postponing more costly rehabilitation and reconstruction on the streets with lower condition ratings.

Recommendations are noted below:

- Adopt this plan as a framework for future maintenance of City streets.
- The City should continue the ongoing seal coat program to extend the life of the streets with condition ratings of 6 and higher.
- The City should formalize an ongoing mill and overlay program for streets with condition ratings of 3 and 4 that do not have underground utility deficiencies.
- The City should implement the 7-year Pavement Preservation Plan with the 2016 Budget. The total annual budget amount for street maintenance should be increased dramatically in order to maintain preserve all bituminous streets. This increase, based on a 7-year Preservation Budget Plan, would bring the proposed street funding levels for seal coating and mill and overlay to approximately \$564,000/year.
- Street reconstruction for streets with condition ratings of 1 and 2, and which have underground utility deficiencies, should be financed and completed separately as non-preservation improvements that would be implemented when other factors deem the timing appropriate. Financing could be done in multiple ways, including but not limited to, assessments and bonding.
- Although there are many budgeting options that can be developed, it is important the budget plan optimize the remaining pavement life by aggressively targeting preservation improvements first.
- The City should use the information provided within this report as part of the Comprehensive Capital Improvement Planning process. In so doing, the City will better prioritize improvement needs and more effectively manage assets.
- An update of the segment evaluation and management plan should be completed annually to monitor changes in the pavement condition ratings.
- The City should further investigate possible funding sources outlined in Chapter V of this report.



APPENDIX

Exhibit 1.....	Map Showing Existing North Mankato Street System
Exhibit 2.....	Summary of Street Segments, Pavement Condition Ratings, and Recommended Improvements
Exhibit 3.....	Map Showing Existing Pavement Condition Ratings
Exhibit 4.....	Map Showing Recommended Improvements

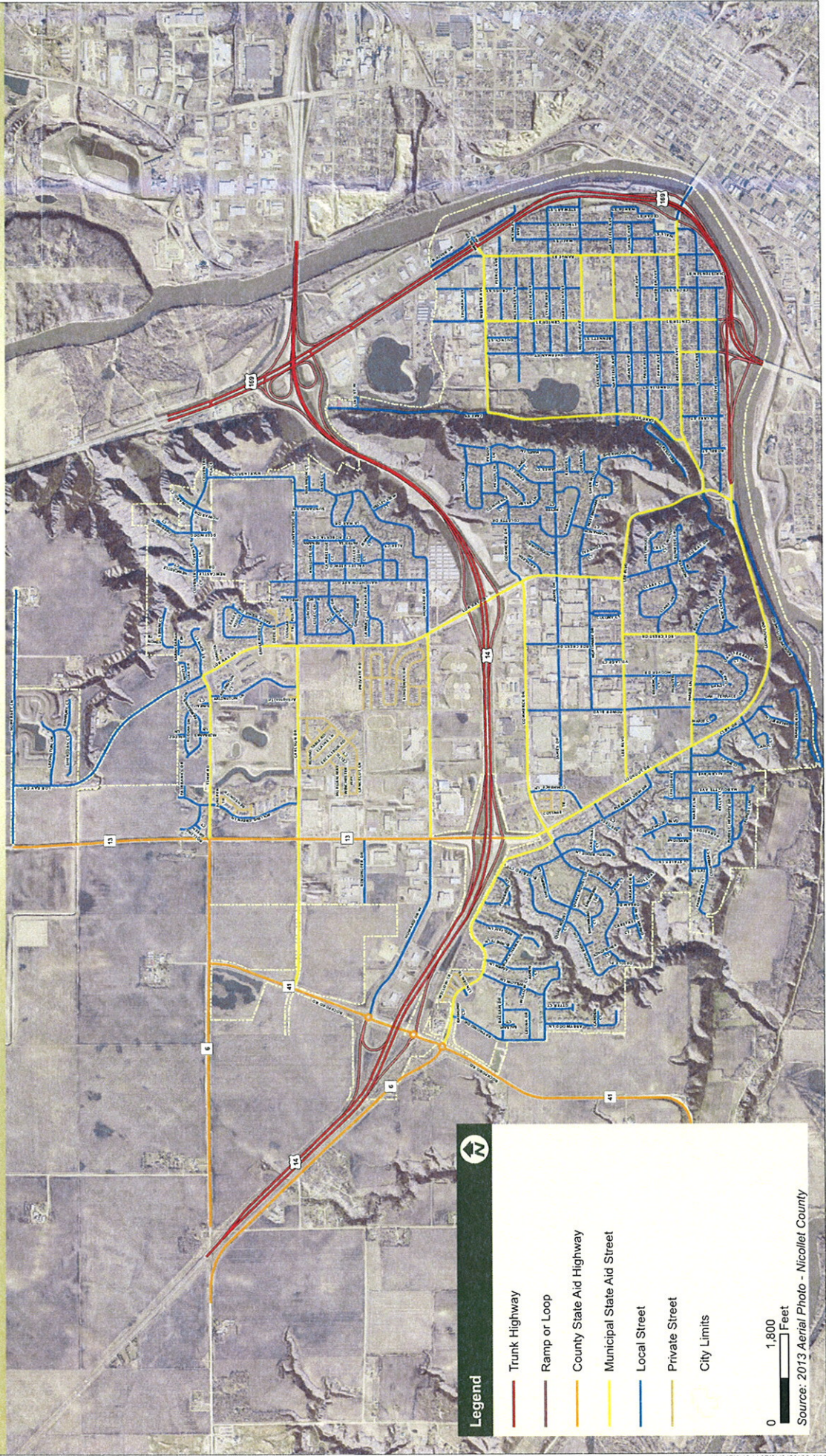


Exhibit 1

September, 2014

Existing Street System

2014 Pavement Maintenance



Legend

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

0

1,800

Feet

Source: 2013 Aerial Photo - Nicollet County

EXHIBIT 2**NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM****LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS**

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
BELVISTA DR	END	LAKE ST	32	4	Mill & Overlay		\$97,910
CANDI LN	CANDI CT	PEGGY LN	43	4	Mill & Overlay		\$24,590
CANDI LN	JAMES DR	MEYER LN	43	4	Mill & Overlay		\$16,070
CANDI LN	MEYER LN	CANDI CT	43	4	Mill & Overlay		\$25,820
CANDI LN	PEGGY LN	MARY CIR	43	4	Mill & Overlay		\$10,320
CANDI LN	PEGGY LN	PEGGY LN	43	4	Mill & Overlay		\$7,130
CLIFF DR	CAROL CT	CLIFF CT	52	4	Mill & Overlay		\$41,990
CLIFF DR	CLIFF CT	MARIE LN	52	4	Mill & Overlay		\$26,570
CLIFF DR	END	VALERIE LN	52	4	Mill & Overlay		\$17,360
CLIFF DR	VALERIE LN	CAROL CT	52	2	Mill & Overlay		\$17,410
COMMERCE DR	COMMERCE LN	TOWER BLVD	37	4	Mill & Overlay		\$60,700
COMMERCE DR	TOWER BLVD	ROE CREST DR	37	4	Mill & Overlay		\$100,620
COMMERCE DR	ROE CREST DR	LOR RAY DR	37	4	Mill & Overlay		\$96,070
GARFIELD AVE	END	LAKE ST	62	2	Mill & Overlay		\$6,840
HOWARD DR W	LOOKOUT DR	KINGSWAY DR	32	4	Mill & Overlay		\$193,100
HOWARD DR W	KINGSWAY DR	LOR RAY DR	32	4	Mill & Overlay		\$66,330
LEE BLVD	LOOKOUT DR	TOWER BLVD	30	4	Mill & Overlay		\$92,230
LEE BLVD	TOWER BLVD	HOOVER DR	30	4	Mill & Overlay		\$42,800
LEE BLVD	HOOVER DR	VILLAGE CT	30	4	Mill & Overlay		\$20,540
LEE BLVD	VILLAGE CT	ROE CREST DR	30	4	Mill & Overlay		\$20,530
LEE BLVD	ROE CREST DR	ROE CREST DR	30	4	Mill & Overlay		\$11,150
LEE BLVD	ROE CREST DR	COLONY CT	30	4	Mill & Overlay		\$27,160
LEE BLVD	COLONY CT	LOR RAY DR	30	4	Mill & Overlay		\$43,840
LOOKOUT DR	CAROL CT	MARIE LN	24	4	Mill & Overlay		\$110,880
LOOKOUT DR	MARIE LN	ALLAN AVE	24	4	Mill & Overlay		\$80,790
LOOKOUT DR	ALLAN AVE	PLEASANT VIEW DR	24	4	Mill & Overlay		\$22,650
LOOKOUT DR	PLEASANT VIEW DR	LEE BLVD	24	4	Mill & Overlay		\$34,670
LOOKOUT DR	LEE BLVD	RESTLESS CT	24	4	Mill & Overlay		\$79,190
LOOKOUT DR	RESTLESS CT	COMMERCE LN	24	4	Mill & Overlay		\$27,460
LOOKOUT DR	COMMERCE LN	NORTH RIDGE DR	24	4	Mill & Overlay		\$79,250
LOR RAY DR	CRESTWOOD DR	LEE BLVD	54	4	Mill & Overlay		\$40,030
LOR RAY DR	CLARE DR	CRESTWOOD DR	54	4	Mill & Overlay		\$22,230
NICOLLET AVE	RANGE ST	BELGRADE AVE	23	4	Mill & Overlay		\$43,560
NORTH RIDGE DR	PLEASANT VIEW DR	LOOKOUT DR	34	4	Mill & Overlay		\$16,010
NORTH RIDGE DR	NORTH RIDGE DR	PLEASANT VIEW DR	34	4	Mill & Overlay		\$16,950
NORTH RIDGE DR	DREAM DR	ROBIN CT	34	5	Mill & Overlay		\$16,690
NORTHWAY DR	TOWER BLVD	HOOVER DR	31	4	Mill & Overlay		\$32,820
PLEASANT VIEW DR	PEREGRINE LN	NORTH RIDGE DR	13	4	Mill & Overlay		\$73,690
RANGE ST	NICOLLET AVE	BELGRADE AVE	23	4	Mill & Overlay		\$22,910
ROBEL ST	SOUTH AVE	NICOLLET AVE	62	4	Mill & Overlay		\$15,540
TOWER BLVD	LEE BLVD	NORTHWAY DR	44	4	Mill & Overlay		\$41,490
TOWER BLVD	NORTHWAY DR	JAMES DR	44	4	Mill & Overlay		\$41,130
TOWER BLVD	JAMES DR	COMMERCE DR	44	4	Mill & Overlay		\$42,300
WEBSTER AVE	RANGE ST	US 169	54	4	Mill & Overlay		\$18,210
WHEELER AVE	CENTER ST	CROSS ST	62	4	Mill & Overlay		\$36,470
WHEELER AVE	CROSS ST	RANGE ST	62	4	Mill & Overlay		\$41,700
CLIFF CT	END	CLIFF DR	52	2	Reconstr (0 - 5)		
CROSS ST	HARRISON AVE	TYLER AVE	24	7	Reconstr (0 - 5)		
CROSS ST	JEFFERSON AVE	MCKINLEY AVE	62	5	Reconstr (0 - 5)		
CROSS ST	MCKINLEY AVE	PIERCE AVE	62	5	Reconstr (0 - 5)		
CROSS ST	MONROE AVE	HARRISON AVE	24	7	Reconstr (0 - 5)		
CROSS ST	PIERCE AVE	WEBSTER AVE	41	7	Reconstr (0 - 5)		
CROSS ST	TYLER AVE	JEFFERSON AVE	62	6	Reconstr (0 - 5)		
GARFIELD AVE	CENTER ST	RANGE ST	62	4	Reconstr (0 - 5)		
GRANT AVE	SHERMAN ST	CENTER ST	51	4	Reconstr (0 - 5)		
HARRISON AVE	CROSS ST	RANGE ST	62	6	Reconstr (0 - 5)		
JEFFERSON AVE	CROSS ST	RANGE ST	62	4	Reconstr (0 - 5)		
MARVIN BLVD	END	VALERIE LN	50	1	Reconstr (0 - 5)		
MARVIN BLVD	VALERIE LN	END	46	1	Reconstr (0 - 5)		
MARVIN BLVD	VALERIE LN	VALERIE LN	50	1	Reconstr (0 - 5)		
MCKINLEY AVE	CENTER ST	CROSS ST	62	6	Reconstr (0 - 5)		

EXHIBIT 2
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LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
MCKINLEY AVE	CROSS ST	RANGE ST	62	6	Reconstr (0 - 5)		
MCKINLEY AVE	QUINCY ST	CENTER ST	62	6	Reconstr (0 - 5)		
MCKINLEY AVE	SHERMAN ST	QUINCY ST	62	6	Reconstr (0 - 5)		
MONROE AVE	CENTER ST	CROSS ST	62	3	Reconstr (0 - 5)		
MONROE AVE	CROSS ST	RANGE ST	62	3	Reconstr (0 - 5)		
PAGE AVE	CORNELIA ST	SHERMAN ST	62	3	Reconstr (0 - 5)		
PAGE AVE	LAKE ST	CORNELIA ST	62	3	Reconstr (0 - 5)		
PARK AVE	CORNELIA ST	SHERMAN ST	62	3	Reconstr (0 - 5)		
PARK AVE	LAKE ST	CORNELIA ST	62	5	Reconstr (0 - 5)		
QUINCY ST	MCKINLEY AVE	WEBSTER AVE	41	7	Reconstr (0 - 5)		
SHERMAN ST	BELGRADE AVE	PARK AVE	62	5	Reconstr (0 - 5)		
SHERMAN ST	GRANT AVE	GARFIELD AVE	62	5	Reconstr (0 - 5)		
SHERMAN ST	PAGE AVE	GRANT AVE	62	5	Reconstr (0 - 5)		
SHERMAN ST	PARK AVE	PAGE AVE	62	5	Reconstr (0 - 5)		
TYLER AVE	CROSS ST	RANGE ST	21	5	Reconstr (0 - 5)		
ABBYWOOD LN	CAMDEN CT	ASPEN LN	6	10	Seal Coat	\$4,000	
ABBYWOOD LN	END	CAMDEN CT	6	10	Seal Coat	\$2,360	
ALEK CT	END	LA MAR DR	20	8	Seal Coat	\$1,180	
ALLAN AVE	END	MARIE LN	42	5	Seal Coat	\$3,060	
ALLAN AVE	LEHIGH AVE	LOOKOUT DR	45	5	Seal Coat	\$1,670	
ALLAN AVE	MARIE LN	LEHIGH AVE	45	5	Seal Coat	\$1,240	
ARLINGTON CT	ARLINGTON LN	END	11	8	Seal Coat	\$1,550	
ARLINGTON LN	ARLINGTON CT	TIMM RD	11	8	Seal Coat	\$950	
ARLINGTON LN	CARLSON DR	ARLINGTON CT	12	8	Seal Coat	\$6,050	
ASPEN CT	END	ASPEN LN	7	9	Seal Coat	\$640	
ASPEN LN	ABBYWOOD LN	OTTER CT	6	9	Seal Coat	\$1,140	
ASPEN LN	ASPEN CT	BLACK HAWK DR	7	9	Seal Coat	\$2,430	
ASPEN LN	ASPEN LN	ASPEN CT	7	9	Seal Coat	\$1,840	
ASPEN LN	BLACK HAWK DR	PLEASANT VIEW DR	7	9	Seal Coat	\$1,240	
ASPEN LN	END	ASPEN LN	7	9	Seal Coat	\$1,010	
ASPEN LN	OTTER CT	WILLOW LN	6	9	Seal Coat	\$1,060	
ASPEN LN	RAYMOND DR	ABBYWOOD LN	6	9	Seal Coat	\$1,180	
ASPEN LN	WILLOW LN	ASPEN LN	7	9	Seal Coat	\$2,670	
BALSAM CT	END	BALSAM DR	6	10	Seal Coat	\$910	
BALSAM DR	BALSAM CT	LEONA DR	6	10	Seal Coat	\$1,140	
BALSAM DR	LEONA DR	WILLOW LN	10	9	Seal Coat	\$1,920	
BALSAM DR	RAYMOND DR	BALSAM CT	6	10	Seal Coat	\$1,110	
BELGRADE AVE	END	LEE BLVD	0	10	Seal Coat	\$2,180	
BELGRADE AVE	LEE BLVD	NICOLLET AVE	26	7	Seal Coat	\$2,340	
BELGRADE AVE	NICOLLET AVE	LAKE ST	26	7	Seal Coat	\$3,260	
BELGRADE AVE	LAKE ST	S LAKE ST	26	7	Seal Coat	\$1,940	
BELGRADE AVE	S LAKE ST	CORNELIA ST	26	7	Seal Coat	\$2,600	
BELGRADE AVE	CORNELIA ST	SHERMAN ST	26	7	Seal Coat	\$2,630	
BELGRADE AVE	SHERMAN ST	CENTER ST	26	7	Seal Coat	\$2,650	
BELGRADE AVE	CENTER ST	CROSS ST	26	7	Seal Coat	\$3,470	
BELGRADE AVE	CROSS ST	RANGE ST	26	7	Seal Coat	\$3,570	
BENNETT ST	GARFIELD AVE	MONROE AVE	6	10	Seal Coat	\$1,980	
BLACK HAWK DR	ASPEN LN	BURNETT LN	10	9	Seal Coat	\$1,340	
BLACK HAWK DR	BURNETT LN	RED TAIL LN	10	9	Seal Coat	\$1,210	
BLUEBIRD CT	NORTH RIDGE DR	END	34	7	Seal Coat	\$780	
BURNETT LN	BLACK HAWK DR	PLEASANT VIEW DR	10	9	Seal Coat	\$2,290	
CALLA CT	GREEN ACRES DR	END	25	7	Seal Coat	\$650	
CAMBRIDGE CT	VALLEY VIEW DR	END	19	8	Seal Coat	\$750	
CAMDEN CT	ABBYWOOD LN	END	6	10	Seal Coat	\$1,080	
CANDI CT	CANDI LN	END	43	5	Seal Coat	\$700	
CANDI LN	MARY CIR	MARY CIR	11	7	Seal Coat	\$1,060	
CARDINAL CT	NORTH RIDGE LN	END	19	8	Seal Coat	\$950	
CAREFREE CT	DREAM DR W	END	34	7	Seal Coat	\$770	
CARLSON DR	CITY LIMITS	CR 13	2	10	Seal Coat	\$14,590	
CARLSON DR	CR 13	ROLLING GREEN LN	16	8	Seal Coat	\$3,660	
CARLSON DR	ROLLING GREEN LN	EXCALIBUR RD	16	8	Seal Coat	\$3,590	

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LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
CARLSON DR	EXCALIBUR RD	LANCELOT LN	16	8	Seal Coat	\$5,060	
CARLSON DR	LANCELOT LN	ARLINGTON LN	16	8	Seal Coat	\$3,230	
CARLSON DR	ARLINGTON LN	LOR RAY DR	16	8	Seal Coat	\$4,200	
CAROL CT	CAROL CT	CLIFF DR	49	5	Seal Coat	\$4,780	
CAROL CT	CLIFF DR	LOOKOUT DR	10	8	Seal Coat	\$750	
CASTLE DR	HAUGHTON AVE	VALLEY VIEW DR	28	8	Seal Coat	\$1,260	
CASTLE DR	LA MAR DR	HOWARD DR	19	8	Seal Coat	\$2,690	
CASTLE DR	ROBERTA DR	LA MAR DR	22	8	Seal Coat	\$1,060	
CASTLE DR	VALLEY VIEW DR	ROBERTA DR	21	8	Seal Coat	\$1,700	
CEDAR ST	WHEELER AVE	CLEVELAND AVE	31	5	Seal Coat	\$880	
CHRISTENSEN ST	END	NICOLLET AVE	23	6	Seal Coat	\$1,660	
CLARE CT	CLARE DR	CLARE DR	49	6	Seal Coat	\$5,280	
CLARE DR	CLARE CT	CLARE CT	49	6	Seal Coat	\$2,930	
CLARE DR	CLARE CT	LOR RAY DR	49	6	Seal Coat	\$1,240	
CLARE DR	ROE CREST DR	CLARE CT	17	7	Seal Coat	\$1,210	
CLEVELAND AVE	CEDAR ST	WANDA ST	31	5	Seal Coat	\$430	
COLETTE DR	COMMERCE DR	END	44	5	Seal Coat	\$1,300	
COLETTE DR	SHARON DR	COMMERCE DR	44	5	Seal Coat	\$2,360	
COLUMBIA CT	IVY LN	END	6	8	Seal Coat	\$1,460	
COMMERCE CT	COMMERCE DR	END	37	6	Seal Coat	\$980	
COMMERCE DR	LOOKOUT DR	COMMERCE LN	14	7	Seal Coat	\$4,840	
COMMERCE DR	LOR RAY DR	COLETTE DR	37	7	Seal Coat	\$5,670	
COMMERCE DR	COLETTE DR	MEYER LN	37	6	Seal Coat	\$1,500	
COMMERCE DR	MEYER LN	COMMERCE CT	37	6	Seal Coat	\$390	
COMMERCE DR	COMMERCE CT	PEGGY LN	37	6	Seal Coat	\$910	
COMMERCE DR	PEGGY LN	MARY CIR	37	6	Seal Coat	\$1,190	
COMMERCE LN	COTTAGE TR	OAK LEAF TR	36	7	Seal Coat	\$1,080	
COMMERCE LN	LOOKOUT DR	COTTAGE TR	36	6	Seal Coat	\$3,930	
COMMERCE LN	OAK LEAF TR	COMMERCE DR	36	7	Seal Coat	\$2,400	
CORNELIA ST	BELGRADE AVE	PARK AVE	8	9	Seal Coat	\$1,570	
CORNELIA ST	GARFIELD AVE	LAKEVIEW AVE	8	9	Seal Coat	\$990	
CORNELIA ST	GRANT AVE	GARFIELD AVE	8	9	Seal Coat	\$1,340	
CORNELIA ST	NICOLLET AVE	BELGRADE AVE	23	5	Seal Coat	\$1,190	
CORNELIA ST	PAGE AVE	GRANT AVE	8	9	Seal Coat	\$1,350	
CORNELIA ST	PARK AVE	PAGE AVE	8	9	Seal Coat	\$1,150	
CORNELIA ST	SOUTH AVE	NICOLLET AVE	23	5	Seal Coat	\$1,110	
COUNTRYSIDE DR	LOR RAY DR	EAGLE RIDGE DR	16	9	Seal Coat	\$2,240	
COUNTRYSIDE DR	EAGLE RIDGE DR	OMEGA CT	16	9	Seal Coat	\$2,370	
COUNTRYSIDE DR	OMEGA CT	HAUGHTON AVE	16	9	Seal Coat	\$1,490	
COUNTRYSIDE DR	HAUGHTON AVE	SUNDANCE LN	18	8	Seal Coat	\$4,170	
COUNTRYSIDE DR	SUNDANCE LN	HOWARD DR	18	8	Seal Coat	\$920	
COUNTRYSIDE DR	HOWARD DR	COVENTRY LN	18	8	Seal Coat	\$730	
COUNTRYSIDE DR	HAUGHTON AVE	HAUGHTON AVE	16	9	Seal Coat	\$120	
CRESTWOOD CT	END	CRESTWOOD DR	48	6	Seal Coat	\$930	
CRESTWOOD DR	CRESTWOOD CT	END	48	6	Seal Coat	\$1,960	
CRESTWOOD DR	LOR RAY DR	CRESTWOOD CT	48	6	Seal Coat	\$1,380	
CROSS ST	BELGRADE AVE	WHEELER AVE	62	6	Seal Coat	\$1,550	
CROSS ST	END	SOUTH AVE	23	7	Seal Coat	\$520	
CROSS ST	NICOLLET AVE	BELGRADE AVE	23	7	Seal Coat	\$1,460	
CROSS ST	SOUTH AVE	NICOLLET AVE	23	7	Seal Coat	\$1,220	
CROSS ST	TRUMAN AVE	CITY LIMITS	24	6	Seal Coat	\$1,720	
CROSS ST	WEBSTER AVE	TRUMAN AVE	41	7	Seal Coat	\$1,620	
CROSS ST	WHEELER AVE	PAGE AVE	62	6	Seal Coat	\$1,490	
DREAM DR	DREAM DR W	NORTH RIDGE DR	34	7	Seal Coat	\$1,130	
DREAM DR E	DREAM DR	HOLIDAY CT	34	7	Seal Coat	\$1,250	
DREAM DR E	HOLIDAY CT	END	34	7	Seal Coat	\$730	
DREAM DR W	CAREFREE CT	DREAM DR	34	7	Seal Coat	\$1,760	
DREAM DR W	END	CAREFREE CT	34	7	Seal Coat	\$1,080	
EAGLE RIDGE CT	END	EAGLE RIDGE DR	16	8	Seal Coat	\$750	
EAGLE RIDGE DR	COUGAR TR	COUNTRYSIDE DR	16	8	Seal Coat	\$530	
EAGLE RIDGE DR	DEER TR	EAGLE RIDGE TR	16	9	Seal Coat	\$80	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
EAGLE RIDGE DR	EAGLE RIDGE CT	EAGLE RIDGE LN	16	9	Seal Coat	\$1,750	
EAGLE RIDGE DR	EAGLE RIDGE DR	EAGLE RIDGE CT	16	9	Seal Coat	\$1,020	
EAGLE RIDGE DR	EAGLE RIDGE LN	DEER TR	16	9	Seal Coat	\$1,070	
EAGLE RIDGE DR	EAGLE RIDGE LN	EAGLE RIDGE DR	16	8	Seal Coat	\$5,580	
EAGLE RIDGE DR	EAGLE RIDGE TR	COUGAR TR	16	9	Seal Coat	\$950	
EAGLE RIDGE DR	END	EAGLE RIDGE DR	16	9	Seal Coat	\$370	
EAGLE RIDGE LN	EAGLE RIDGE DR	EAGLE RIDGE DR	16	9	Seal Coat	\$1,000	
EAGLE RIDGE LN	LOR RAY DR	EAGLE RIDGE DR	16	9	Seal Coat	\$810	
EDGEWOOD BLVD	EDGEWOOD CIR	END	12	8	Seal Coat	\$760	
EDGEWOOD BLVD	EDGEWOOD CT	EDGEWOOD CIR	12	8	Seal Coat	\$540	
EDGEWOOD BLVD	MARIE LN	MEADOWBROOK CT	31	7	Seal Coat	\$2,150	
EDGEWOOD BLVD	MEADOWBROOK CT	EDGEWOOD CT	12	8	Seal Coat	\$740	
EDGEWOOD CIR	END	EDGEWOOD BLVD	12	9	Seal Coat	\$590	
EDGEWOOD CT	EDGEWOOD BLVD	END	12	7	Seal Coat	\$990	
FAIRBANKS DR	KODIAK DR	TIMM RD	11	8	Seal Coat	\$2,870	
FOREST HEIGHTS DR	FOREST LN	MARQUETTE AVE	14	8	Seal Coat	\$3,470	
FOREST LN	FOREST HEIGHTS DR	MARQUETTE AVE	26	5	Seal Coat	\$2,090	
GARFIELD AVE	BENNETT ST	CENTER ST	62	6	Seal Coat	\$1,320	
GARFIELD AVE	CORNELIA ST	SHERMAN ST	45	6	Seal Coat	\$2,730	
GARFIELD AVE	LAKE ST	CORNELIA ST	62	6	Seal Coat	\$2,340	
GARFIELD AVE	LYNDALE ST	WANDA ST	31	7	Seal Coat	\$1,020	
GARFIELD AVE	RANGE ST	WALL ST	31	7	Seal Coat	\$1,080	
GARFIELD AVE	SHERMAN ST	BENNETT ST	62	6	Seal Coat	\$1,390	
GARFIELD AVE	WALL ST	LYNDALE ST	31	7	Seal Coat	\$1,050	
GOLDFINCH CT	END	NORTH RIDGE DR	21	8	Seal Coat	\$710	
GRANT AVE	CORNELIA ST	SHERMAN ST	51	5	Seal Coat	\$2,130	
GRANT AVE	LAKE ST	CORNELIA ST	51	5	Seal Coat	\$1,920	
GRAYSTONE LN	MARIE LN	END	16	8	Seal Coat	\$1,610	
GREEN ACRES DR	CALLA CT	ORCHID DR N	25	7	Seal Coat	\$1,560	
GREEN ACRES DR	LOR RAY DR	ORCHID DR N	25	7	Seal Coat	\$1,310	
GREEN ACRES DR	ORCHID DR N	CALLA CT	25	7	Seal Coat	\$1,430	
GREEN ACRES DR	ORCHID DR N	HAUGHTON AVE	25	7	Seal Coat	\$1,220	
HARRISON AVE	CENTER ST	CROSS ST	19	7	Seal Coat	\$1,980	
HARRISON AVE	SHERMAN ST	CENTER ST	19	8	Seal Coat	\$1,980	
HAUGHTON AVE	CASTLE DR	GREEN ACRES DR	31	7	Seal Coat	\$1,440	
HAUGHTON AVE	COUNTRYSIDE DR	CITY LIMITS	11	9	Seal Coat	\$1,120	
HAUGHTON AVE	GREEN ACRES DR	KNIGHTS DR	31	7	Seal Coat	\$1,410	
HAUGHTON AVE	HOWARD DR	VALLEY VIEW DR	35	6	Seal Coat	\$2,630	
HAUGHTON AVE	KNIGHTS DR	COUNTRYSIDE DR	33	7	Seal Coat	\$1,540	
HAUGHTON AVE	LA MAR DR	CASTLE DR	31	7	Seal Coat	\$2,060	
HAUGHTON AVE	LA MAR DR	LA MAR DR	31	7	Seal Coat	\$1,330	
HAUGHTON AVE	VALLEY VIEW DR	LA MAR DR	31	6	Seal Coat	\$1,280	
HODGSON RD	JAMES DR	END	46	5	Seal Coat	\$2,220	
HOLIDAY CT	END	DREAM DR E	34	7	Seal Coat	\$1,190	
HOOVER CT	END	HOOVER DR	29	5	Seal Coat	\$890	
HOOVER DR	HOOVER CT	REGENCY CT	29	5	Seal Coat	\$1,770	
HOOVER DR	LEE BLVD	NORTHWAY DR	44	5	Seal Coat	\$2,530	
HOOVER DR	MARIE LN	HOOVER CT	29	5	Seal Coat	\$1,680	
HOOVER DR	REGENCY CT	LEE BLVD	29	5	Seal Coat	\$2,930	
HOWARD DR	LOR RAY DR	HAUGHTON AVE	40	7	Seal Coat	\$4,870	
HOWARD DR	HAUGHTON AVE	VALLEY VIEW CT	38	6	Seal Coat	\$7,890	
HOWARD DR	VALLEY VIEW CT	CASTLE DR	38	8	Seal Coat	\$2,420	
HOWARD DR	CASTLE DR	LA MAR DR	21	8	Seal Coat	\$1,210	
HOWARD DR	LA MAR DR	SANDI CT	21	8	Seal Coat	\$940	
HOWARD DR	SANDI CT	SHANNON CT	15	8	Seal Coat	\$1,130	
HOWARD DR	SHANNON CT	COUNTRYSIDE DR	15	8	Seal Coat	\$1,060	
HOWARD DR W	CITY LIMITS	HOWARD DR W	2	9	Seal Coat	\$10,710	
HOWARD DR W	HOWARD DR W	LOOKOUT DR	16	10	Seal Coat	\$5,930	
IRIS CT	END	GREEN ACRES DR	25	7	Seal Coat	\$650	
IVANHOE CT	END	NOTTINGHAM DR	43	6	Seal Coat	\$760	
IVY LN	PARK VIEW CT	FOREST LN	10	8	Seal Coat	\$3,280	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
IVY LN	PARK VIEW CT	MARIE LN	26	7	Seal Coat	\$1,250	
JAMES CT	JAMES DR	END	46	5	Seal Coat	\$1,290	
JAMES DR	COMMERCE LN	TOWER BLVD	35	7	Seal Coat	\$7,190	
JAMES DR	LOR RAY DR	HODGSON RD	46	6	Seal Coat	\$1,700	
JAMES DR	HODGSON RD	SHARON DR	46	6	Seal Coat	\$1,240	
JAMES DR	TOWER BLVD	ROE CREST DR	31	7	Seal Coat	\$5,970	
JAMES DR	ROE CREST DR	LOR RAY DR	24	7	Seal Coat	\$6,180	
JAMES DR	SHARON DR	MEYER CT	46	6	Seal Coat	\$2,150	
JAMES DR	MEYER CT	SHARON DR	46	6	Seal Coat	\$1,130	
JAMES DR	SHARON DR	CANDI LN	46	6	Seal Coat	\$700	
JAMES DR	CANDI LN	NOTTINGHAM DR	46	6	Seal Coat	\$810	
JAMES DR	NOTTINGHAM DR	JAMES CT	46	6	Seal Coat	\$360	
JAMES DR	JAMES CT	MARY LN	46	6	Seal Coat	\$1,030	
JEFFERSON AVE	CENTER ST	CROSS ST	19	7	Seal Coat	\$1,980	
JEFFERSON AVE	SHERMAN ST	CENTER ST	19	7	Seal Coat	\$1,980	
JENNA CT	LA MAR DR	END	22	8	Seal Coat	\$570	
JUDSON BOTTOM RD	END	VALERIE LN	54	5	Seal Coat	\$320	
JUDSON BOTTOM RD	VALERIE LN	LOOKOUT DR	54	5	Seal Coat	\$13,890	
JUNEAU CT	END	TIMM RD	10	9	Seal Coat	\$620	
KATHLEEN DR	LOR RAY DR	END	16	6	Seal Coat	\$1,720	
KELLY CT	END	MARQUETTE AVE	14	8	Seal Coat	\$1,270	
KINGFISHER CT	NORTH RIDGE DR	END	21	8	Seal Coat	\$610	
KINGS CT	NOTTINGHAM DR	END	43	5	Seal Coat	\$1,150	
KNIGHTS DR	HAUGHTON AVE	VALLEY VIEW DR	30	8	Seal Coat	\$1,260	
KNIGHTS DR	VALLEY VIEW DR	RENANN CT	30	8	Seal Coat	\$1,700	
LA MAR CT	END	LA MAR DR	19	7	Seal Coat	\$1,480	
LA MAR DR	ALEK CT	JENNA CT	20	7	Seal Coat	\$1,010	
LA MAR DR	CASTLE DR	HOWARD DR	22	7	Seal Coat	\$3,210	
LA MAR DR	HAUGHTON AVE	VALLEY VIEW DR	31	7	Seal Coat	\$1,460	
LA MAR DR	JENNA CT	CASTLE DR	22	7	Seal Coat	\$2,370	
LA MAR DR	LA MAR CT	HAUGHTON AVE	19	7	Seal Coat	\$2,850	
LA MAR DR	LOR RAY DR	LA MAR CT	19	7	Seal Coat	\$2,590	
LA MAR DR	VALLEY VIEW DR	ALEK CT	20	7	Seal Coat	\$1,140	
LAKE ST	BELGRADE AVE	BELVISTA DR	30	6	Seal Coat	\$890	
LAKE ST	BELVISTA DR	PARK AVE	30	6	Seal Coat	\$1,830	
LAKE ST	PARK AVE	PAGE AVE	30	6	Seal Coat	\$840	
LAKE ST	PAGE AVE	GRANT AVE	30	6	Seal Coat	\$1,200	
LAKE ST	GRANT AVE	GARFIELD AVE	30	6	Seal Coat	\$1,190	
LAKE ST	GARFIELD AVE	LAKEVIEW AVE	30	6	Seal Coat	\$1,200	
LAKE ST	LAKEVIEW AVE	WEBSTER AVE	30	6	Seal Coat	\$8,530	
LAKE ST	LIND ST W	END	14	6	Seal Coat	\$1,460	
LAKE ST	WEBSTER AVE	LIND ST W	14	6	Seal Coat	\$7,040	
LAKEVIEW AVE	CORNELIA ST	SHERMAN ST	8	7	Seal Coat	\$2,140	
LAKEVIEW AVE	LAKE ST	CORNELIA ST	8	8	Seal Coat	\$1,930	
LEE BLVD	LOR RAY DR	BELGRADE AVE	5	9	Seal Coat	\$12,880	
LEE BLVD	BELGRADE AVE	SOUTH AVE	9	9	Seal Coat	\$1,820	
LEE BLVD	SOUTH AVE	LOOKOUT DR	10	9	Seal Coat	\$1,450	
LEHIGH AVE	MARQUETTE AVE	ALLAN AVE	45	6	Seal Coat	\$1,950	
LILAC LN	ORCHID DR N	ORCHID DR N	28	6	Seal Coat	\$2,810	
LIND ST W	LAKE ST	CITY LIMITS	36	6	Seal Coat	\$930	
LINDA LN	MEYER LN	PEGGY LN	35	5	Seal Coat	\$3,250	
LOOKOUT DR	US 169	LEE BLVD	10	8	Seal Coat	\$3,810	
LOOKOUT DR	LEE BLVD	CAROL CT	10	7	Seal Coat	\$21,910	
LOR RAY DR	LEE BLVD	NORTHWAY DR	0	10	Seal Coat	\$3,020	
LOR RAY DR	NORTHWAY DR	NOTTINGHAM DR	0	10	Seal Coat	\$820	
LOR RAY DR	NOTTINGHAM DR	JAMES DR	0	10	Seal Coat	\$2,180	
LOR RAY DR	JAMES DR	KATHLEEN DR	0	10	Seal Coat	\$1,450	
LOR RAY DR	KATHLEEN DR	COMMERCE DR	0	10	Seal Coat	\$1,970	
LOR RAY DR	HOWARD DR	KINGSWAY DR	14	8	Seal Coat	\$3,120	
LOR RAY DR	KINGSWAY DR	LA MAR DR	14	8	Seal Coat	\$1,230	
LOR RAY DR	LA MAR DR	PRIVATE RD	14	8	Seal Coat	\$1,850	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
LOR RAY DR	PRIVATE RD	GREEN ACRES DR	14	8	Seal Coat	\$770	
LOR RAY DR	GREEN ACRES DR	CARLSON DR	14	8	Seal Coat	\$5,250	
LOR RAY DR	CARLSON DR	EAGLE RIDGE LN	14	8	Seal Coat	\$3,210	
LOR RAY DR	EAGLE RIDGE LN	DAKOTA TR	11	8	Seal Coat	\$4,120	
LOR RAY DR	DAKOTA TR	TIMM RD	11	8	Seal Coat	\$2,160	
LOR RAY DR	TIMM RD	WHITE OAK DR	11	8	Seal Coat	\$1,250	
LOR RAY DR	WHITE OAK DR	LEXINGTON LN	54	3	Seal Coat	\$8,970	
LOR RAY DR	LEXINGTON LN	SOMERSET LN	54	3	Seal Coat	\$1,870	
LOR RAY DR	SUNRISE DR	CLARE DR	54	6	Seal Coat	\$1,020	
LOR RAY DR	NORETTA DR	SUNRISE DR	54	6	Seal Coat	\$420	
LOR RAY DR	END	NORETTA DR	49	6	Seal Coat	\$1,660	
LYNDALE ST	GARFIELD AVE	MONROE AVE	20	7	Seal Coat	\$1,980	
LYNDALE ST	GRANT AVE	GARFIELD AVE	31	7	Seal Coat	\$1,180	
LYNDALE ST	MONROE AVE	TYLER AVE	20	7	Seal Coat	\$1,980	
LYNDALE ST	TYLER AVE	MCKINLEY AVE	20	7	Seal Coat	\$1,990	
LYNDALE ST	WHEELER AVE	PAGE AVE	31	6	Seal Coat	\$1,400	
MARIE CT	MARIE CT	MARIE LN	50	5	Seal Coat	\$3,090	
MARIE LN	END	IVY LN	26	6	Seal Coat	\$480	
MARIE LN	IVY LN	STALEY LN	26	7	Seal Coat	\$830	
MARIE LN	STALEY LN	GRAYSTONE LN	31	7	Seal Coat	\$1,910	
MARIE LN	GRAYSTONE LN	PARKSIDE LN	31	7	Seal Coat	\$1,020	
MARIE LN	PARKSIDE LN	EDGEWOOD BLVD	31	7	Seal Coat	\$270	
MARIE LN	EDGEWOOD BLVD	MARQUETTE AVE	31	7	Seal Coat	\$2,340	
MARIE LN	MARQUETTE AVE	MARQUETTE AVE	42	7	Seal Coat	\$430	
MARIE LN	MARQUETTE AVE	ALLAN AVE	42	7	Seal Coat	\$1,940	
MARIE LN	ALLAN AVE	CLIFF DR	42	7	Seal Coat	\$1,470	
MARIE LN	CLIFF DR	LOOKOUT DR	42	7	Seal Coat	\$840	
MARIE LN	LOOKOUT DR	MARIE CT	36	6	Seal Coat	\$1,980	
MARIE LN	MARIE CT	TOWER BLVD	36	6	Seal Coat	\$1,560	
MARIE LN	TOWER BLVD	OAK TERRACE DR	36	6	Seal Coat	\$690	
MARIE LN	OAK TERRACE DR	SHADY OAK DR	36	6	Seal Coat	\$1,380	
MARIE LN	SHADY OAK DR	HOOVER DR	36	6	Seal Coat	\$800	
MARIE LN	HOOVER DR	SHADY OAK DR	36	6	Seal Coat	\$810	
MARIE LN	SHADY OAK DR	OAK TERRACE DR	36	6	Seal Coat	\$1,380	
MARIE LN	OAK TERRACE DR	ROE CREST DR	36	6	Seal Coat	\$1,550	
MARQUETTE AVE	END	FOREST LN	26	6	Seal Coat	\$610	
MARQUETTE AVE	FOREST HEIGHTS DR	KELLY CT	26	6	Seal Coat	\$1,100	
MARQUETTE AVE	FOREST LN	FOREST HEIGHTS DR	26	6	Seal Coat	\$640	
MARQUETTE AVE	KELLY CT	MARIE LN	26	6	Seal Coat	\$1,950	
MARQUETTE AVE	LEHIGH AVE	END	45	6	Seal Coat	\$800	
MARQUETTE AVE	MARIE LN	LEHIGH AVE	45	6	Seal Coat	\$1,240	
MARY CIR	CANDI LN	COMMERCE DR	11	8	Seal Coat	\$2,100	
MARY CIR	CANDI LN	MARY LN	11	8	Seal Coat	\$1,320	
MARY CIR	COMMERCE DR	CANDI LN	11	8	Seal Coat	\$5,270	
MARY LN	JAMES DR	PEGGY LN	46	5	Seal Coat	\$5,010	
MARY LN	MARY CIR	END	46	5	Seal Coat	\$630	
MARY LN	PEGGY LN	MARY CIR	46	5	Seal Coat	\$1,910	
MCKINLEY AVE	END	SHERMAN ST	62	6	Seal Coat	\$1,300	
MCKINLEY AVE	N RIVER DR	END	62	6	Seal Coat	\$290	
MCKINLEY AVE	WALL ST	LYNDALE ST	20	8	Seal Coat	\$1,320	
MEADOWBROOK CT	EDGEWOOD BLVD	END	31	7	Seal Coat	\$1,020	
MEYER CT	JAMES DR	END	40	5	Seal Coat	\$730	
MEYER LN	CANDI LN	LINDA LN	37	6	Seal Coat	\$2,490	
MEYER LN	LINDA LN	COMMERCE DR	44	6	Seal Coat	\$1,180	
MONROE AVE	BENNETT ST	CENTER ST	19	8	Seal Coat	\$970	
MONROE AVE	LYNDALE ST	STEWART ST	31	7	Seal Coat	\$970	
MONROE AVE	RANGE ST	WALL ST	20	8	Seal Coat	\$970	
MONROE AVE	SHERMAN ST	BENNETT ST	19	8	Seal Coat	\$1,020	
MONROE AVE	STEWART ST	US 169	31	7	Seal Coat	\$620	
MONROE AVE	WALL ST	LYNDALE ST	20	8	Seal Coat	\$1,010	
N RIVER DR	MCKINLEY AVE	WEBSTER AVE	54	6	Seal Coat	\$2,950	
N RIVER DR	WEBSTER AVE	CITY LIMITS	54	5	Seal Coat	\$3,090	
NICOLLET AVE	BELGRADE AVE	ROBEL ST	23	8	Seal Coat	\$1,580	
NICOLLET AVE	CENTER ST	CROSS ST	23	8	Seal Coat	\$2,380	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
NICOLLET AVE	CHRISTENSEN ST	RANGE ST	23	8	Seal Coat	\$1,250	
NICOLLET AVE	CORNELIA ST	SHERMAN ST	23	8	Seal Coat	\$2,420	
NICOLLET AVE	CROSS ST	CHRISTENSEN ST	23	8	Seal Coat	\$1,230	
NICOLLET AVE	ROBEL ST	S LAKE ST	23	8	Seal Coat	\$2,430	
NICOLLET AVE	S LAKE ST	CORNELIA ST	23	8	Seal Coat	\$2,370	
NICOLLET AVE	SHERMAN ST	CENTER ST	23	8	Seal Coat	\$2,400	
NORETTA DR	END	LOR RAY DR	50	6	Seal Coat	\$1,230	
NORMANDY CT	END	NOTTINGHAM DR	43	6	Seal Coat	\$1,390	
NORMANDY ST	NOTTINGHAM DR	SHARON DR	38	5	Seal Coat	\$1,140	
NORTH RIDGE DR	QUAIL ROOST DR	NORTH RIDGE DR	34	5	Seal Coat	\$2,180	
NORTH RIDGE DR	PARTRIDGE PL	QUAIL ROOST DR	34	5	Seal Coat	\$1,060	
NORTH RIDGE DR	ROBIN CT	PARTRIDGE PL	34	5	Seal Coat	\$1,410	
NORTH RIDGE DR	BLUEBIRD CT	QUAIL ROOST CT	34	6	Seal Coat	\$5,210	
NORTH RIDGE DR	GOLDFINCH CT	ORIOLE PL	21	7	Seal Coat	\$4,400	
NORTH RIDGE DR	KINGFISHER CT	DREAM DR	21	7	Seal Coat	\$4,020	
NORTH RIDGE DR	NORTH RIDGE DR	SNOWBIRD LN	34	7	Seal Coat	\$1,710	
NORTH RIDGE DR	ORIOLE PL	KINGFISHER CT	21	8	Seal Coat	\$1,010	
NORTH RIDGE DR	QUAIL ROOST CT	GOLDFINCH CT	21	6	Seal Coat	\$2,400	
NORTH RIDGE DR	SNOWBIRD LN	BLUEBIRD CT	34	7	Seal Coat	\$1,020	
NORTH RIDGE LN	CARDINAL CT	NORTH RIDGE DR	19	8	Seal Coat	\$2,660	
NORTH RIDGE LN	END	CARDINAL CT	19	8	Seal Coat	\$1,680	
NORTHWAY DR	HOOVER DR	ROE CREST DR	31	7	Seal Coat	\$2,270	
NORTHWAY DR	ROE CREST DR	COLONY CT	29	7	Seal Coat	\$2,220	
NORTHWAY DR	COLONY CT	LOR RAY DR	29	7	Seal Coat	\$2,620	
NOTTINGHAM CT	END	NOTTINGHAM DR	43	6	Seal Coat	\$730	
NOTTINGHAM DR	IVANHOE CT	NORMANDY ST	43	6	Seal Coat	\$2,100	
NOTTINGHAM DR	KINGS CT	JAMES DR	43	6	Seal Coat	\$1,130	
NOTTINGHAM DR	LOR RAY DR	IVANHOE CT	43	6	Seal Coat	\$1,540	
NOTTINGHAM DR	NORMANDY ST	NOTTINGHAM CT	43	6	Seal Coat	\$1,170	
NOTTINGHAM DR	NOTTINGHAM CT	SHERWOOD CT	43	6	Seal Coat	\$4,630	
NOTTINGHAM DR	QUEENS CT	KINGS CT	43	6	Seal Coat	\$1,100	
NOTTINGHAM DR	SHERWOOD CT	QUEENS CT	43	6	Seal Coat	\$1,030	
OAK TERRACE CT	END	OAK TERRACE DR	38	6	Seal Coat	\$1,450	
OAK TERRACE DR	MARIE LN	OAK TERRACE CT	38	7	Seal Coat	\$6,990	
OAK TERRACE DR	OAK TERRACE CT	MARIE LN	38	7	Seal Coat	\$2,720	
OMEGA CT	COUNTRYSIDE DR	END	11	9	Seal Coat	\$1,210	
ORCHID DR N	END	ORCHID DR N	28	6	Seal Coat	\$140	
ORCHID DR N	END	ORCHID DR N	28	6	Seal Coat	\$160	
ORCHID DR N	GREEN ACRES DR	LILAC LN	28	6	Seal Coat	\$2,530	
ORCHID DR N	LILAC LN	GREEN ACRES DR	28	6	Seal Coat	\$890	
ORCHID DR N	LILAC LN	ORCHID DR N	28	6	Seal Coat	\$880	
ORCHID DR N	ORCHID DR N	LILAC LN	28	6	Seal Coat	\$870	
ORCHID DR N	ORCHID DR N	ORCHID DR N	28	6	Seal Coat	\$2,740	
ORCHID DR S	END	ORCHID DR S	25	6	Seal Coat	\$160	
ORCHID DR S	GREEN ACRES DR	ORCHID DR S	30	6	Seal Coat	\$2,500	
ORCHID DR S	ORCHID DR S	GREEN ACRES DR	25	6	Seal Coat	\$1,870	
ORIOLE PL	END	NORTH RIDGE DR	21	8	Seal Coat	\$1,150	
OTTER CT	END	OTTER CT	8	10	Seal Coat	\$810	
OTTER CT	END	OTTER CT	8	10	Seal Coat	\$210	
OTTER CT	OTTER CT	ASPEN LN	10	9	Seal Coat	\$2,130	
PAGE AVE	CENTER ST	CROSS ST	62	6	Seal Coat	\$2,390	
PAGE AVE	CROSS ST	RANGE ST	62	6	Seal Coat	\$2,460	
PAGE AVE	RANGE ST	WALL ST	20	8	Seal Coat	\$1,000	
PAGE AVE	SHERMAN ST	CENTER ST	62	5	Seal Coat	\$2,430	
PAGE AVE	WALL ST	LYNDALE ST	20	8	Seal Coat	\$980	
PARK AVE	SHERMAN ST	CENTER ST	62	5	Seal Coat	\$2,730	
PARK VIEW CT	END	IVY LN	24	7	Seal Coat	\$3,740	
PARKSIDE LN	END	MARIE LN	14	7	Seal Coat	\$1,920	
PARTRIDGE PL	END	NORTH RIDGE DR	34	7	Seal Coat	\$1,030	
PATRICIA CT	END	CASTLE DR	28	8	Seal Coat	\$790	
PEGGY LN	CANDI LN	MARY LN	43	5	Seal Coat	\$1,160	
PEGGY LN	COMMERCE DR	LINDA LN	35	6	Seal Coat	\$1,220	
PEGGY LN	LINDA LN	CANDI LN	35	6	Seal Coat	\$1,130	
PEREGRINE LN	END	PEREGRINE LN	16	9	Seal Coat	\$480	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
PEREGRINE LN	PEREGRINE LN	PLEASANT VIEW DR	16	9	Seal Coat	\$2,410	
PEREGRINE LN	PLEASANT VIEW DR	PEREGRINE LN	16	9	Seal Coat	\$1,840	
PIERCE AVE	CENTER ST	CROSS ST	6	9	Seal Coat	\$2,130	
PIERCE AVE	CROSS ST	RANGE ST	41	7	Seal Coat	\$2,720	
PIERCE AVE	RANGE ST	END	27	7	Seal Coat	\$940	
PLEASANT VIEW DR	ASPEN LN	BURNETT LN	13	8	Seal Coat	\$1,160	
PLEASANT VIEW DR	BURNETT LN	RED TAIL LN	13	8	Seal Coat	\$2,650	
PLEASANT VIEW DR	CITY LIMITS	RAYMOND DR	12	8	Seal Coat	\$2,640	
PLEASANT VIEW DR	EVERGREEN TR	HEMLOCK TR	12	8	Seal Coat	\$750	
PLEASANT VIEW DR	HEMLOCK TR	LINDEN TR	12	8	Seal Coat	\$770	
PLEASANT VIEW DR	LINDEN TR	WILLOW TR	12	8	Seal Coat	\$1,850	
PLEASANT VIEW DR	NORTH RIDGE DR	RESTLESS CT	34	7	Seal Coat	\$4,210	
PLEASANT VIEW DR	PEREGRINE LN	PEREGRINE LN	19	8	Seal Coat	\$2,340	
PLEASANT VIEW DR	PLEASANT VIEW TR	LOOKOUT DR	21	7	Seal Coat	\$3,640	
PLEASANT VIEW DR	RAYMOND DR	EVERGREEN TR	12	8	Seal Coat	\$1,640	
PLEASANT VIEW DR	RED TAIL LN	PEREGRINE LN	16	8	Seal Coat	\$1,700	
PLEASANT VIEW DR	RESTLESS CT	PLEASANT VIEW TR	21	7	Seal Coat	\$1,780	
PLEASANT VIEW DR	WILLOW LN	ASPEN LN	7	8	Seal Coat	\$1,310	
PLEASANT VIEW DR	WILLOW TR	WILLOW LN	12	8	Seal Coat	\$200	
QUAIL ROOST CT	END	NORTH RIDGE DR	34	7	Seal Coat	\$880	
QUAIL ROOST DR	NORTH RIDGE DR	SNOWBIRD LN	34	8	Seal Coat	\$1,100	
QUAIL ROOST DR	SNOWBIRD LN	NORTH RIDGE DR	34	6	Seal Coat	\$1,100	
QUAIL ROOST DR	SNOWBIRD LN	SNOWBIRD LN	34	6	Seal Coat	\$1,720	
QUEENS CT	NOTTINGHAM DR	END	43	5	Seal Coat	\$1,580	
RANGE ST	END	NICOLLET AVE	23	7	Seal Coat	\$1,270	
RANGE ST	WEBSTER AVE	CITY LIMITS	49	5	Seal Coat	\$3,510	
RED TAIL LN	BLACK HAWK DR	PLEASANT VIEW DR	11	9	Seal Coat	\$3,590	
RED TAIL LN	END	BLACK HAWK DR	11	9	Seal Coat	\$1,830	
REGENCY CT	END	HOOVER DR	28	6	Seal Coat	\$1,050	
RENANN CT	KNIGHTS DR	END	28	8	Seal Coat	\$730	
RESTLESS CT	END	PLEASANT VIEW DR	31	7	Seal Coat	\$1,560	
RESTLESS CT	PLEASANT VIEW DR	LOOKOUT DR	34	7	Seal Coat	\$1,410	
RINGHOFFER DR	END	LOOKOUT DR	13	9	Seal Coat	\$5,970	
ROBEL ST	END	SOUTH AVE	62	5	Seal Coat	\$360	
ROBERTA DR	CASTLE DR	KNIGHTS DR	28	8	Seal Coat	\$2,350	
ROBIN CT	END	NORTH RIDGE DR	34	7	Seal Coat	\$960	
ROE CREST CT	ROE CREST DR	ROE CREST DR	54	5	Seal Coat	\$3,050	
ROE CREST DR	LEE BLVD	NORTHWAY DR	44	6	Seal Coat	\$2,400	
ROE CREST DR	NORTHWAY DR	JAMES DR	31	7	Seal Coat	\$2,900	
ROE CREST DR	JAMES DR	COMMERCE DR	31	7	Seal Coat	\$3,010	
ROE CREST DR	END	ROE CREST CT	49	6	Seal Coat	\$2,030	
ROE CREST DR	ROE CREST DR	MARIE LN	49	5	Seal Coat	\$1,660	
ROE CREST DR	ROE CREST DR	ROE CREST DR	49	5	Seal Coat	\$1,160	
ROE CREST DR	ROE CREST DR	ROE CREST DR	49	5	Seal Coat	\$1,370	
ROLLING GREEN LN	CARLSON DR	TIMM RD	11	8	Seal Coat	\$7,120	
S LAKE ST	END	SOUTH AVE	28	7	Seal Coat	\$310	
S LAKE ST	NICOLLET AVE	BELGRADE AVE	28	7	Seal Coat	\$1,190	
S LAKE ST	SOUTH AVE	NICOLLET AVE	28	7	Seal Coat	\$1,110	
SANDI CT	HOWARD DR	END	26	8	Seal Coat	\$1,260	
SARAH CIR	SIMON CT	END	12	9	Seal Coat	\$1,210	
SARAH ST	CITY LIMITS	SIMON CT	12	9	Seal Coat	\$570	
SHADY OAK DR	END	SHADY OAK DR	38	7	Seal Coat	\$1,310	
SHADY OAK DR	MARIE LN	SHADY OAK DR	38	7	Seal Coat	\$2,400	
SHADY OAK DR	SHADY OAK DR	MARIE LN	35	6	Seal Coat	\$2,740	
SHANNON CT	HOWARD DR	END	10	8	Seal Coat	\$1,090	
SHARON DR	COLETTE DR	JAMES DR	46	5	Seal Coat	\$1,660	
SHARON DR	END	COLETTE DR	46	5	Seal Coat	\$650	
SHARON DR	JAMES DR	NORMANDY ST	38	6	Seal Coat	\$1,700	
SHARON DR	NORMANDY ST	JAMES DR	38	6	Seal Coat	\$4,620	
SHERMAN ST	GARFIELD AVE	LAKEVIEW AVE	42	5	Seal Coat	\$1,270	
SHERMAN ST	HARRISON AVE	TYLER AVE	42	6	Seal Coat	\$1,240	
SHERMAN ST	JEFFERSON AVE	MCKINLEY AVE	42	6	Seal Coat	\$1,250	
SHERMAN ST	LAKEVIEW AVE	MONROE AVE	42	5	Seal Coat	\$1,230	
SHERMAN ST	MCKINLEY AVE	WEBSTER AVE	42	6	Seal Coat	\$2,490	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
SHERMAN ST	MONROE AVE	HARRISON AVE	42	5	Seal Coat	\$1,250	
SHERMAN ST	NICOLLET AVE	BELGRADE AVE	44	6	Seal Coat	\$1,760	
SHERMAN ST	SOUTH AVE	NICOLLET AVE	44	6	Seal Coat	\$1,640	
SHERMAN ST	TYLER AVE	JEFFERSON AVE	42	6	Seal Coat	\$1,250	
SHERWOOD CT	END	NOTTINGHAM DR	38	6	Seal Coat	\$1,040	
SHERWOOD DR	END	SHERWOOD DR	43	5	Seal Coat	\$510	
SHERWOOD DR	END	SHERWOOD DR	43	5	Seal Coat	\$4,470	
SHERWOOD DR	SHERWOOD DR	NOTTINGHAM DR	43	5	Seal Coat	\$910	
SIMON CT	SARAH ST	SIMON TR	11	9	Seal Coat	\$1,590	
SIMON CT	SIMON TR	END	11	9	Seal Coat	\$2,400	
SIMON CT	ST JOHN CT	SARAH ST	11	9	Seal Coat	\$1,380	
SNOWBIRD CT	END	SNOWBIRD LN	19	8	Seal Coat	\$800	
SNOWBIRD LN	QUAIL ROOST DR	NORTH RIDGE DR	19	6	Seal Coat	\$4,290	
SNOWBIRD LN	QUAIL ROOST DR	SNOWBIRD TR	19	8	Seal Coat	\$1,310	
SNOWBIRD LN	SNOWBIRD CT	QUAIL ROOST DR	19	8	Seal Coat	\$1,720	
SNOWBIRD LN	SNOWBIRD TR	SNOWBIRD CT	19	8	Seal Coat	\$2,500	
SOUTH AVE	CENTER ST	CROSS ST	28	7	Seal Coat	\$2,240	
SOUTH AVE	CORNELIA ST	SHERMAN ST	28	7	Seal Coat	\$2,270	
SOUTH AVE	LEE BLVD	ROBEL ST	28	7	Seal Coat	\$2,740	
SOUTH AVE	ROBEL ST	S LAKE ST	28	7	Seal Coat	\$1,990	
SOUTH AVE	S LAKE ST	CORNELIA ST	28	7	Seal Coat	\$1,920	
SOUTH AVE	SHERMAN ST	CENTER ST	28	7	Seal Coat	\$2,250	
ST JOHN CT	LOR RAY DR	SIMON CT	12	9	Seal Coat	\$2,480	
ST JOHN CT	SIMON CT	END	12	9	Seal Coat	\$1,670	
STALEY LN	MARIE LN	END	26	6	Seal Coat	\$4,460	
STEWART ST	MONROE AVE	TYLER AVE	31	5	Seal Coat	\$2,130	
SUNDANCE LN	END	COUNTRYSIDE DR	15	9	Seal Coat	\$1,690	
SUNRISE DR	LOR RAY DR	SUNRISE DR	50	6	Seal Coat	\$2,990	
TIMM RD	CR 13	ROLLING GREEN LN	8	9	Seal Coat	\$2,860	
TIMM RD	ROLLING GREEN LN	FAIRBANKS LN	8	9	Seal Coat	\$5,710	
TIMM RD	FAIRBANKS LN	JUNEAU CT	8	9	Seal Coat	\$2,310	
TIMM RD	JUNEAU CT	ARLINGTON LN	8	9	Seal Coat	\$590	
TIMM RD	ARLINGTON LN	FAIRBANKS DR	8	9	Seal Coat	\$960	
TIMM RD	FAIRBANKS DR	LOR RAY DR	8	9	Seal Coat	\$910	
TOWER BLVD	MARIE LN	LEE BLVD	36	7	Seal Coat	\$6,140	
TRUMAN AVE	CENTER ST	CROSS ST	40	6	Seal Coat	\$2,710	
TYLER AVE	CENTER ST	CROSS ST	19	7	Seal Coat	\$1,980	
TYLER AVE	LYNDALE ST	STEWART ST	62	7	Seal Coat	\$1,040	
TYLER AVE	RANGE ST	WALL ST	62	7	Seal Coat	\$1,000	
TYLER AVE	SHERMAN ST	CENTER ST	19	7	Seal Coat	\$1,980	
TYLER AVE	WALL ST	LYNDALE ST	62	7	Seal Coat	\$980	
VALERIE LN	JUDSON BOTTOM RD	MARVIN BLVD	6	8	Seal Coat	\$1,430	
VALERIE LN	MARVIN BLVD	CLIFF DR	16	5	Seal Coat	\$3,240	
VALLEY HIGH CT	VALLEY VIEW DR	END	22	8	Seal Coat	\$710	
VALLEY VIEW CT	END	HOWARD DR	38	7	Seal Coat	\$1,320	
VALLEY VIEW DR	CAMBRIDGE CT	KNIGHTS DR	19	8	Seal Coat	\$1,180	
VALLEY VIEW DR	CASTLE DR	CAMBRIDGE CT	19	8	Seal Coat	\$1,180	
VALLEY VIEW DR	HAUGHTON AVE	LA MAR DR	31	6	Seal Coat	\$2,430	
VALLEY VIEW DR	LA MAR DR	VALLEY HIGH CT	22	7	Seal Coat	\$1,650	
VALLEY VIEW DR	VALLEY HIGH CT	CASTLE DR	22	8	Seal Coat	\$1,210	
VILLAGE CT	LEE BLVD	END	46	5	Seal Coat	\$1,380	
WALL ST	BELGRADE AVE	WHEELER AVE	4	10	Seal Coat	\$1,450	
WALL ST	GARFIELD AVE	MONROE AVE	20	8	Seal Coat	\$1,990	
WALL ST	GRANT AVE	GARFIELD AVE	20	8	Seal Coat	\$1,190	
WALL ST	MONROE AVE	TYLER AVE	20	8	Seal Coat	\$1,990	
WALL ST	TYLER AVE	MCKINLEY AVE	20	8	Seal Coat	\$2,280	
WALL ST	WHEELER AVE	GRANT AVE	20	8	Seal Coat	\$1,410	
WANDA ST	CLEVELAND AVE	GARFIELD AVE	31	5	Seal Coat	\$1,720	
WEBSTER AVE	LAKE ST	SHERMAN ST	41	7	Seal Coat	\$5,350	
WEBSTER AVE	SHERMAN ST	QUINCY ST	41	7	Seal Coat	\$1,430	
WEBSTER AVE	QUINCY ST	CENTER ST	41	7	Seal Coat	\$1,500	
WEBSTER AVE	CENTER ST	CROSS ST	41	7	Seal Coat	\$2,930	
WEBSTER AVE	CROSS ST	RANGE ST	41	7	Seal Coat	\$2,940	
WEBSTER AVE	US 169	N RIVER DR	41	7	Seal Coat	\$560	

EXHIBIT 2
NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM
LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
WHEELER AVE	LYNDALE ST	CEDAR ST	31	6	Seal Coat	\$600	
WHEELER AVE	RANGE ST	WALL ST	21	6	Seal Coat	\$1,220	
WHEELER AVE	WALL ST	LYNDALE ST	31	6	Seal Coat	\$1,130	
WHITE OAK DR	LOR RAY DR	CITY LIMITS	8	9	Seal Coat	\$1,950	
WILLOW CT	END	WILLOW LN	10	9	Seal Coat	\$600	
WILLOW LN	ASPEN LN	WILLOW CT	11	9	Seal Coat	\$1,770	
WILLOW LN	BALSAM DR	PLEASANT VIEW DR	11	9	Seal Coat	\$1,920	
WILLOW LN	WILLOW CT	BALSAM DR	11	9	Seal Coat	\$1,230	
COVENTRY CT	END	NEWCASTLE CT	8	8	Wearing Course		11,780
COVENTRY LN	COVENTRY PL	COUNTRYSIDE DR	8	7	Wearing Course		103,320
COVENTRY LN	DEERWOOD CT	HOWARD CT	8	8	Wearing Course		28,210
COVENTRY LN	HOWARD CT	COVENTRY PL	8	7	Wearing Course		31,370
COVENTRY LN	NEWCASTLE CT	DEERWOOD CT	8	8	Wearing Course		41,300
COVENTRY PL	COVENTRY LN	CITY LIMITS	8	8	Wearing Course		8,750
DANBURY CT	SHERIDAN CT	END	6	9	Wearing Course		33,630
DEERWOOD CT	COVENTRY LN	END	8	8	Wearing Course		40,530
DEERWOOD DR	CITY LIMITS	COVENTRY LN	8	8	Wearing Course		20,710
FAIRBANKS DR	END	KODIAK DR	7	8	Wearing Course		4,980
FAIRBANKS DR	FAIRBANKS LN	KODIAK DR	7	8	Wearing Course		27,550
FAIRBANKS DR	KODIAK DR	FAIRBANKS LN	7	8	Wearing Course		27,390
FAIRBANKS DR	ROLLING GREEN LN	END	5	9	Wearing Course		12,750
FAIRBANKS LN	TIMM RD	FAIRBANKS DR	7	9	Wearing Course		10,250
HOWARD CT	COVENTRY LN	END	8	9	Wearing Course		22,000
HOWARD DR	CITY LIMITS	COVENTRY LN	8	8	Wearing Course		17,830
KODIAK DR	FAIRBANKS DR	VALDEZ LN	7	8	Wearing Course		21,860
KODIAK DR	VALDEZ LN	FAIRBANKS DR	7	8	Wearing Course		26,640
LEONA DR	RAYMOND DR	BALSAM DR	6	8	Wearing Course		57,900
LEXINGTON LN	LOR RAY DR	SHERIDAN CT	6	9	Wearing Course		56,480
LEXINGTON LN	SHERIDAN CT	END	6	9	Wearing Course		16,580
NEWCASTLE CT	COVENTRY CT	END	8	8	Wearing Course		31,760
NEWCASTLE DR	CITY LIMITS	COVENTRY CT	8	8	Wearing Course		14,820
RAYMOND CT	RAYMOND DR	END	6	8	Wearing Course		9,590
RAYMOND DR	ASPEN LN	LEONA DR	6	8	Wearing Course		15,910
RAYMOND DR	BALSAM DR	RAYMOND CT	6	8	Wearing Course		47,120
RAYMOND DR	LEONA DR	BALSAM DR	6	8	Wearing Course		28,730
RAYMOND DR	RAYMOND CT	PLEASANT VIEW DR	6	8	Wearing Course		11,220
ROLLING GREEN CT	ROLLING GREEN LN	END	4	9	Wearing Course		7,130
ROLLING GREEN LN	FAIRBANKS DR	END	4	8	Wearing Course		6,600
ROLLING GREEN LN	ROLLING GREEN CT	END	4	8	Wearing Course		17,640
ROLLING GREEN LN	ROLLING GREEN LN	FAIRBANKS DR	4	8	Wearing Course		18,240
ROLLING GREEN LN	ROLLING GREEN LN	ROLLING GREEN CT	4	8	Wearing Course		21,450
ROLLING GREEN LN	TIMM RD	ROLLING GREEN LN	4	8	Wearing Course		10,350
SHERIDAN CT	DANBURY CT	LEXINGTON LN	6	9	Wearing Course		14,250
SHERIDAN CT	END	DANBURY CT	6	9	Wearing Course		50,750
VALDEZ LN	KODIAK DR	CITY LIMITS	7	9	Wearing Course		7,950
BELGRADE AVE	NICOLLET AVE	RAMP US 169	26	N/A	Concrete		
BELGRADE AVE	RAMP US 169	CITY LIMITS	26	N/A	Concrete		
BELGRADE AVE	RAMP US 169	RAMP US 169	26	N/A	Concrete		
BELGRADE AVE	RANGE ST	NICOLLET AVE	26	N/A	Concrete		
CENTER ST	BELGRADE AVE	PARK AVE	19	N/A	Concrete		
CENTER ST	GARFIELD AVE	MONROE AVE	19	N/A	Concrete		
CENTER ST	GRANT AVE	GARFIELD AVE	19	N/A	Concrete		
CENTER ST	HARRISON AVE	TYLER AVE	19	N/A	Concrete		
CENTER ST	JEFFERSON AVE	MCKINLEY AVE	19	N/A	Concrete		
CENTER ST	MCKINLEY AVE	PIERCE AVE	19	N/A	Concrete		
CENTER ST	MONROE AVE	HARRISON AVE	19	N/A	Concrete		
CENTER ST	NICOLLET AVE	BELGRADE AVE	24	N/A	Concrete		
CENTER ST	PAGE AVE	GRANT AVE	19	N/A	Concrete		
CENTER ST	PAGE AVE	PAGE AVE	19	N/A	Concrete		
CENTER ST	PARK AVE	PAGE AVE	19	N/A	Concrete		
CENTER ST	PIERCE AVE	WEBSTER AVE	19	N/A	Concrete		
CENTER ST	SOUTH AVE	NICOLLET AVE	24	N/A	Concrete		
CENTER ST	TRUMAN AVE	CITY LIMITS	38	N/A	Concrete		
CENTER ST	TYLER AVE	JEFFERSON AVE	19	N/A	Concrete		

EXHIBIT 2**NORTH MANKATO PAVEMENT MANAGEMENT SYSTEM****LISTING OF STREET SEGMENTS, CONDITION RATING AND RECOMMENDED IMPROVEMENTS**

STREET NAME:	STREET FROM:	STREET TO:	STREET AGE	PAVEMENT CONDITION RATING	RECOMMENDED IMPROVEMENT	PATCHING, CRACK FILLING & SEAL COATING COST	MILL & OVERLAY/WEARING COURSE COST
CENTER ST	WEBSTER AVE	TRUMAN AVE	41	N/A	Concrete		
LOR RAY DR	COMMERCE DR	HOWARD DR	14	N/A	Concrete		
RANGE ST	BELGRADE AVE	WHEELER AVE	21	N/A	Concrete		
RANGE ST	GARFIELD AVE	MONROE AVE	21	N/A	Concrete		
RANGE ST	GRANT AVE	GARFIELD AVE	21	N/A	Concrete		
RANGE ST	HARRISON AVE	TYLER AVE	21	N/A	Concrete		
RANGE ST	JEFFERSON AVE	MCKINLEY AVE	21	N/A	Concrete		
RANGE ST	MCKINLEY AVE	PIERCE AVE	21	N/A	Concrete		
RANGE ST	MONROE AVE	HARRISON AVE	21	N/A	Concrete		
RANGE ST	PAGE AVE	GRANT AVE	21	N/A	Concrete		
RANGE ST	PIERCE AVE	WEBSTER AVE	21	N/A	Concrete		
RANGE ST	TYLER AVE	JEFFERSON AVE	21	N/A	Concrete		
RANGE ST	WHEELER AVE	PAGE AVE	21	N/A	Concrete		
RANGE ST	WHEELER AVE	WHEELER AVE	21	N/A	Concrete		
						\$ 987,800.00	\$ 2,959,020.00



Exhibit 3

September, 2014

Existing Pavement Ratings

2014 Pavement Maintenance



Legend

Pavement Ratings

- 9 - 10 (Excellent)
- 7 - 8
- 5 - 6
- 3 - 4
- 1 - 2 (Poor)
- Not Rated
- City Limits

0 1,800 Feet

Source: 2013 Aerial Photo - Nicollet County



Exhibit 4

September, 2014

Recommended Improvements

2014 Pavement Maintenance



Legend

Improvement Type

- Wearing Course
- Seal Coat
- Mill & Overlay
- Reconstruct (0 - 5 Years)
- Not Part of Study
- City Limits

0 1,800 Feet

Source: 2013 Aerial Photo - Nicollet County



CITY OF NORTH MANKATO

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, hospice and palliative care empower people to live as fully as possible, surrounded and supported by family and loved ones, despite serious and life-limiting illness; and

WHEREAS, hospice and palliative care bring patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers and others who make the wishes of each patient and family a priority; and

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers; and

WHEREAS, each year, hospice saves Medicare more than \$2 billion by providing solutions for physicians, care to patients and comfort to families anywhere, at any time; and

WHEREAS, every year more than 1.65 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States; and

WHEREAS, more than 450,000 trained volunteers contribute 21 million hours of service to hospice annually; and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals;

NOW, THEREFORE, I, Mark Dehen, Mayor of the City of North Mankato, Minnesota, do hereby proclaim November, to be

National Hospice Palliative Care Month

in the City of North Mankato, and encourage all citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

Dated this 6th day of October 2014.


Mark Dehen, Mayor



1001 Belgrade Avenue, P.O. Box 2055 • North Mankato, MN 56002-2055 • Telephone 507-625-4141

An Equal Opportunity - Affirmative Action Employer



20% Post-Consumer Waste