

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 May 19, 2014. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for the meeting, Mayor Dehen, Council Members Spears and Steiner, City Administrator Harrenstein, Attorney Kennedy, City Clerk Gehrke, Planner Fischer and Public Works Director Swanson. Absent: Council Members Norland and Freyberg, Finance Director Thorne.

Approval of Agenda

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

Approval of Minutes

Council Member Steiner moved, seconded by Council Member Spears, to approve the minutes of the Council meeting of May 5, 2014. Vote on the motion: Steiner and Dehen, aye; Spears, abstained no nays. Motion carried.

Public Hearing, 7 p.m. – Consider Tax Abatement

The Mayor opened the public hearing to property tax abatement to finance public infrastructure improvements, including certain public street and utility improvements in connection with Project No. 13-02AC Roe Crest-Belgrade Ravine Improvements. A copy of the Notice of Public Hearing and Affidavit of Publication were included in the packet. With no one appearing, the Mayor closed this portion of the meeting.

Consent Agenda

Council Member Steiner moved, seconded by Council Member Spears, to approve the Consent Agenda as presented:

- A. Bills and Appropriations.
- B. Res. No. 26-14 Approving Donations/Contributions/Grants.
- C. Res. No. 27-14 Declaring Costs to be Assessed for Municipal Charges – 1400 Lake Street.
- D. Res. No. 28-14 Declaring Costs to be Assessed for Municipal Charges – 524 Lyndale Street.
- E. Parade Permit for North Mankato Fun Days Kiddie Parade, Wheeler Park, Friday, July 11, 2014 from 6:15 p.m. to 7:30 p.m.
- F. Parade Permit for North Mankato Fun Days, Saturday, July 12, 2014 from 11 a.m. to 2 p.m.
- G. Temporary 3.2 Permit for North Mankato Civic & Commerce Association, Fun Days, July 9-13, 2014, Wheeler Park.
- H. Res. No. 29-14 Approving Mankato Area Youth Baseball Association, Inc. Gambling License.

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

Public Comments

Barb Church, 102 E. Wheeler Avenue

Barb Church, 102 E. Wheeler Avenue appeared before the Council and expressed her concern about the process for rezoning 1610 LorRay Drive from a TUD to R-3, Limited Multiple Dwelling. She believes this rezoning should not occur until completion of the Comprehensive Plan and/or until the property owner requests rezoning of the property.

Phil Henry, 1300 Noretta Drive

Phil Henry, 1300 Noretta Drive, appeared before the Council and asked for clarification of the property tax abatement.

Tom Hagen, 927 Lake Street

Tom Hagen, 927 Lake Street, appeared before the Council and requested 1610 LorRay Drive not be rezoned until completion of the Comprehensive Plan.

Vonda Herding, Realtor for 1610 LorRay Drive

Vonda Herding, realtor for the property known as 1610 LorRay Drive, appeared before the Council and stated the owner wants the zoning of the property to be left as a Transitional Unzoned District (TUD).

Rhonda Geving, 506 Ivanhoe Court

Rhonda Geving, 506 Ivanhoe Court, appeared before the Council and stated that as a neighbor of 1610 LorRay Drive she would like to see the property zoned so that multiple children will not be living in this area because of activities in the ravine and the amount of vehicle and foot traffic in this area.

Business Items

Establish Portion of Lookout Drive as a Municipal State Aid Street

City Engineer Sarff reported a portion of Lookout Drive located north of the T.H. 14 Overpass Bridge is currently designated as County State Aid Highway 13 (CSAH13). The segment of Lookout Drive from the centerline of the south entrance/exit ramps to the Lee Boulevard intersection is currently designated as a Municipal State Aid Street (MSAS). The segment of Lookout Drive from the centerline of the overpass bridge to the centerline of the south entrance/exit ramps is currently not designated as CSAH or MSAS. He reported that in order to utilize the Federal funds the City received from the improvement of the segment of Lookout Drive from Commerce Drive/ Northridge Drive to Howard Drive, the entire segment needs to be designated as MSAS. At their May 13, 2014 Board meeting, the Nicollet County Board adopted a resolution revoking the portion of Lookout Drive between the centerline of the overpass bridge to Howard Drive from the county state aid system. Engineer Sarff presented two resolutions which are required by the MnDOT State Aid division. The first resolution concurs with the revocation of the CSAH portion of CSAH 13/Lookout Drive and the second resolution designated the revoked CSAH portion and the previously undesignated portion of Lookout Drive as new Municipal State Aid Streets. Engineer Sarff reported that 20 percent of the City's total mileage may be designated as Municipal State Aid Street and after this designation only 5/100's of a mile is left to be designated.

Res. No. 30-14 Concurring with Nicollet County Resolution Revoking a Portion of County State Aid Highway No. 13

Council Member Steiner moved, seconded by Council Member Spears, to adopt Resolution No. 30-14 Concurring with Nicollet County Resolution Revoking a Portion of County State Aid Highway No. 13. Vote on the Resolution: Spears, Steiner and Dehen, aye; no nays. Motion carried.

Res. No. 31-14 Establishing Municipal State Aid Street

Council Member Spears moved, seconded by Council Member Steiner, to adopt Resolution No. 31-14 Establishing Municipal State Aid Street. Vote on the Resolution: Spears, Steiner and Dehen, aye; no nays. Motion carried.

Res. No. 32-14 Dedicating that Part of Lot 1, Block 1, Nilson's Addition, Government Lot 1 of Section 11 and Government Lot 4 of Section 12, all in Township 108 North, Range 27 West, Nicollet County, Minnesota

City Attorney Kennedy reported that as part of Project No. 13-02, specifically the Old Belgrade Hill improvements, a portion of Lot 1, Block 1, Nilson's Addition, Government Lot 1 of Section 11 and Government Lot 4 of Section 12 all in Township 108 North, Range 27 West, it is necessary to dedicate to the public the width of the actual use of the street. After research done by Bolton & Menk, it was determined the street was never a dedicated street. However, the property has been used and maintained by the City of North Mankato for more than six years continuously as a public street and meets the Minnesota Statute requirement that there is clear and convincing evidence it is a public street and should be dedicated as such. Council Member Steiner moved, seconded by Council Member Spears, to adopt Resolution No. 32-14 Dedicating that Part of Lot 1, Block 1, Nilson's Addition, Government Lot 1 of Section 11 and Government Lot 4 of Section 12, all in Township 108 North, Range 27 West, Nicollet County, Minnesota. Vote on the Resolution: Spears, Steiner and Dehen, aye; no nays. Motion carried.

Z-2-14, Rezoning of Property Addressed as 1610 LorRay Drive from Transitional Unzoned District (TUD) to R-3, Limited Multiple Dwelling

Administrator Harrenstein reported that in March 2014 the Council reviewed the Land Use section as part of the Comprehensive Planning process. A discussion was held regarding the property known as 1610 LorRay Drive. He stated that while the consultants, WSB, believed the future zoning of this property should be R-4, Multiple Family Dwelling, the City Council believe it should be zoned for low/medium density residential or institutional. The Administrator reported that staff interpreted the property should be rezoned from Transitional Unzoned District to R-3, Limited Multiple Dwelling. Planner Fischer reported that given the City Council discussion of the Land Use Map agreeing that this property should be low/medium density or institutional, this item was brought before the Planning Commission for consideration. At their meeting of May 8, 2014, the Planning Commission recommended denial of Z-2-14 and for the property to remain in a TUD until a specific use of the property is known. The City Attorney noted there are two arguments for this action: 1) the Comprehensive Plan is not completed, and 2) the property has not been sold. After some discussion, the Council took no action on Z-2-14.

Accept Petition for Vacation of Street Right-of-Way and Set Public Hearing for 7 p.m. on Monday, June 16, 2014

The City Planner reported that as part of the platting process for the Highway 14/CSAH 41 interchange, a large portion of right-of-way was obtained. Since the construction project is now complete, there are areas of right-of-way that can potentially be vacated and sold to adjacent property owners. He reported that one of those areas is part of Howard Drive West. It is proposed that this area be vacated and then become part of the adjacent vacant lot currently owned by Cemstone Products. It will be necessary to replat the property in the future to accommodate the vacated right-of-way. The Planner reported that as part of the right-of-way vacation process, it is necessary to set and hold a public hearing. **Council Member Steiner moved, seconded by Council Member Spears, to Accept the Petition for Vacation of Street Right-of-Way and Set a Public Hearing for 7 p.m. on Monday, June 16, 2014. Vote on the motion: Spears, Steiner and Dehen, aye; no nays. Motion carried.**

Res. No. 33-14 Approving Property Tax Abatement Related to Public Infrastructure Improvements in the City of North Mankato

Tammy Omdal, Northland Strategies, appeared before the Council and spoke of the proposed property tax abatement for Project No. 13-02AC. She reported the total amount of taxes proposed to be abated by the City on the parcels identified within the abatement area is estimated to be not more than \$1,200,000 collected over a 15-year term, or approximately \$80,000 per year. She explained that the annual abatement levy is spread over the City's entire general tax base the same as the general fund levy and that property within the abatement area will pay the same amount of City taxes as property outside of the abatement area. Administrator Harrenstein reported that with debt rolling off and the increased tax base, there should be no discernable change in taxes for property owners due to the abatement. **Council Member Steiner moved, seconded by Council Member Spears, to adopt Resolution No. 33-14 Approving Property Tax Abatement Related to Public Infrastructure Improvements in the City of North Mankato. Vote on the Resolution: Spears, Steiner and Dehen, aye; no nays. Motion carried.**

Mayor and Council Comments**Mayor**

The Mayor reported USAgain presented the City of North Mankato with a Certificate of Sustainability documenting the shared success in greening our community.

The Mayor reported the Commander-in-Chief of the Veterans of Foreign Wars of the United States, William Thien, would be visiting Mankato on Tuesday, May 27, 2014. The Mayor will be meeting with him at the VFW Post 9713 from 12:15 p.m. to 1:15 p.m.

The Mayor welcomed Brooke Stenzel, owner of White Orchid Women's Fashion Boutique, as the City's newest business located at 237 Belgrade Avenue.

Public Comments**Phil Henry, 1300 Noretta Drive**

Phil Henry, 1300 Noretta Drive, appeared before the Council and stated he agreed with Project No. 13-02AC and asked for information regarding the affect the tax abatement would have on a \$150,000 home.

There being no further business, on a motion by Council Member Steiner, seconded by Council Member Spears, the meeting was adjourned at 7:44 p.m.

Mayor

City Clerk

CLAIM REPORT
BILLS PAID AFTER THE COUNCIL MEETING OF MAY 19, 2014
END OF MONTH

77790	Allen, Scott	mobile home purchase 311 Kingsway-Unallocated	\$1,850.00
77791	Edwards, Sherrie	mobile home purchase 287 Kingsway-Unallocated	\$1,850.00
77792	Surplus Services	traffic arrow trailer & 1999 Quad Cab truck-Cap Fac	\$5,540.00
77793	Enventis	telephone bill-All Depts.	\$461.57
77794	HyVee, Inc.	items for concessions-Caswell	\$201.15
77795	Nicollet County Treasurer	State Deed Tax 202 Christensen-CDBG	\$49.50
77796	Sprint	PCS connection card data plan-Pol, Street & P/A	\$234.43
77797	Telrite Corporation	long distance phone bill-Gen Gov	\$251.96
77798	Delta Dental	employee payroll deductions	\$890.85
77799	John Deere Financial	equipment parts-Gen Gov	\$613.08
77800	National Insurance Services of WI, Inc.	life insurance for June	\$589.19
77801	National Insurance Services of WI, Inc.	long term disability insurance for June	\$1,246.41
77802	National Insurance Services of WI, Inc.	voluntary life insurance for June	\$68.50
77803	ICMA Retirement Trust - 457	employee payroll deductions	\$3,873.85
77804	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$685.00
77805	Minnesota Department of Health	Class "C" water license renewal-Water Dept.	\$23.00
	Total		<u>\$18,428.49</u>

CLAIMS CONTINUED

General	\$11,651.54
Community Development Block Grant	\$49.50
Capital Facilities & Equipment Replacement-General	\$5,540.00
Water	\$626.94
Sewer	\$224.17
Sanitary Collection	\$100.00
Storm Water	\$25.23
Public Access	<u>\$211.11</u>
Total	<u><u>\$18,428.49</u></u>

PORT AUTHORITY INVOICES
BILLS PAID AFTER THE COUNCIL MEETING OF MAY 19, 2014
END OF MONTH

None to report

CLAIM REPORT
FOR REGULAR COUNCIL MEETING OF JUNE 2, 2014

A+ Security Group	alarm system repairs-Police & Water Dept.	\$888.05
Accu Weather, Inc.	contract service-Public Access	\$4,883.00
Ameripride Services	mats-Library	\$60.76
Anderson, Bob	summer reading program-Library	\$375.00
Audio Editions	audio books & supplies-Library	\$578.06
Automatic Systems Company	lightening damage to Scada system-Water Dept.	\$2,322.52
Batteries+Bulbs	supplies-Street Dept.	\$27.96
Bazillions	summer reading program-Library	\$350.00
Blue Earth County Environmental Services	recycling paint-Park Dept.	\$275.00
Bloedel, Peter	summer reading program-Library	\$475.00
Blue Valley Sod	mulch-Park Dept.	\$108.00
Bolton & Menk, Inc.	engineering fees-All Depts.	\$42,077.40
Brick House Graphics	banner for soccer fields-Caswell Soccer	\$65.00
Brunton Architects, Ltd	architect plan revisions soccer fields Caswell North	\$6,307.50
C & S Supply Co., Inc.	equipment parts & supplies-All Depts.	\$455.82
CDW-Government, Inc.	supplies & equip repair from storm damage-All Depts.	\$2,068.26
City of Mankato	wastewater fee for June-Sewer	\$50,000.00
Coca-Cola Refreshments	pop machine rental-Gen Gov	\$90.00
Computer Technology Solutions, Inc.	computer parts-Police Dept.	\$860.00
Countryside Refrigeration & Heating, Inc.	took down & hooked up HVAC units-Cap Fac	\$378.30
Crop Production Services, Inc.	lawn chemicals-Gen Gov, Street, Park & Water	\$1,651.92
Crysteel Truck Equipment	equipment parts-Street Dept.	\$621.20
DH Athletics, LLC	supplies-Caswell	\$882.00
Dalco	supplies-Gen Gov, Police & Library	\$325.51
DEMCO, Inc.	supplies-Library	\$141.04
Effah, Benjamin	stipend-Gen Gov	\$281.25
Emergency Automotive Technologies	equipment parts-Sewer Dept.	\$757.50
Express Services, Inc.	crossing guards-Police Dept.	\$640.48
Fastenal Company	equipment parts & supplies-Park & Sales Tax	\$27.96
Federal Safety Compliance	OSHA regulation kit-Shop	\$298.50
Ferguson Enterprises, Inc.	plumbing for soccer fields Caswell North-Sales Tax	\$65.70
Finance & Commerce, Inc.	ad for bid-2014 Construction	\$135.27
Foth Infrastructure & Environment	professional service-Solid Waste	\$5,702.30
Freitag, Jim	advance for conference-Fire Dept.	\$100.00
Hansen Sanitation	refuse pickup-Recycling	\$49,292.88

CLAIMS CONTINUED

Hendrickson, Chris	clothing for fitness & travel expenses-Police Dept.	\$327.97
Henry, A.J. Fence Co.	supplies-Park Dept.	\$141.00
Hoffman, Edward	advance for conference-Fire Dept.	\$100.00
Horvick, Inc.	equipment parts-Park Dept.	\$58.36
ICMA Membership Renewal	membership dues-Gen Gov	\$896.00
Ingram Library Services	books-Library	\$608.19
JT Services	lights Soccer Fields & supplies-Caswell & Sales Tax	\$6,830.40
Jonckowski, Dick	fee for Emcee for MSHSL Banquet-Caswell	\$200.00
Kennedy & Graven, Chartered	legal services-Gen Gov & Port Authority	\$201.00
Lakes Gas Company	LP gas-Recycling	\$210.00
Laraway Roofing, Inc.	balance due on new roof-Capital Facilities	\$8,338.00
Larkstur Engineering	equipment parts-Water Dept.	\$11.92
L.M.C.I.T.	claim #C0029750-Street Dept.	\$1,614.39
Locators & Supplies, Inc.	locator flags-Water Dept.	\$258.15
Mankato Public Schools	transportation for special program-Library	\$64.12
Mantronics Mailing Systems, Inc.	ink for postage machine-Gen Gov	\$206.75
Matheson Tri-Gas, Inc.	welding supplies-Shop	\$47.09
Menards-Mankato	supplies-All Depts.	\$640.89
MII Life, Inc.-Health Savings Account	3rd quarter contributions	\$1,171.89
MII Life, Inc.-VEBA	3rd quarter contributions	\$28,481.26
Mill Supply, Inc.	equipment parts-Fire Dept.	\$225.90
MN Bureau of Criminal Apprehension	training-Police Dept.	\$190.00
Minnesota Rural Water Association	membership dues-Water Dept.	\$235.00
Minnesota Rural Water Association	training-Water Dept.	\$900.00
Minnesota Valley Action Council	CDBG Housing Rehabilitation Program-CDBG	\$1,232.76
Minnesota Valley Testing Lab	sample testing-Sewer Dept.	\$59.25
MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth Rev Loan Fund	\$2,414.02
Minnesota State University	work study student-Library	\$112.00
OverDrive, Inc.	downloadable audio & ebooks-Library	\$998.53
Petty Cash, Clara Thorne	petty cash items-All Depts.	\$195.26
Pohlman, Tim	advance for conference-Fire Dept.	\$100.00
Ramy Turf Products	grass seed-Caswell	\$102.50
Rickway, Inc.	carpet-Bookmobile	\$653.00
River Bend Business Products	copier maintenance-Gen Gov	\$216.81
Schumacher, Greg	advance for conference-Fire Dept.	\$100.00
Schwicker's	bathroom repairs-Public Access	\$511.00
Sign Pro	supplies & color wrap for Bookmobile-Gen Gov & Bkm	\$8,837.00
SimplexGrinnell	repair fire alarms storm damage-Police & Library	\$4,870.42
Skarpohl Pressure Washer, Inc.	equipment parts-Swim Facility	\$73.00
Sletten, Cory	advance for conference-Fire Dept.	\$100.00

CLAIMS CONTINUED

Southern Minnesota Construction	rock, asphalt & emulsion oil-Street & Water Depts.	\$6,853.19
SPS Companies, Inc.	plumbing for soccer fields Caswell North-Sales Tax	\$1,902.64
St. Croix Recreation Funplaygrounds	tables-Swim Facility	\$2,715.00
Staples Advantage	supplies-All Depts.	\$271.45
Superior Concrete Block Co., Inc.	block & sand soccer fields Caswell North-Sales Tax	\$1,374.14
Survey Services, Inc.	professional service-Comm Dev & Port Authority	\$525.00
Texas Refinery Corp.	grease & fuel additive-All Depts.	\$3,325.73
Thate, Greg	advance for conference-Fire Dept.	\$100.00
Viking Electric Supply	electrical supplies-Park Library & Sales Tax	\$219.47
Winston Contract	chairs-Swim Facility	\$2,855.60
Zwaschka, James	advance for conference-Fire Dept.	\$100.00
Total		<u>\$266,345.19</u>

CLAIMS CONTINUED

General	\$70,964.81
Community Development Block Grant	\$1,232.76
Local Option Sales Tax	\$16,699.53
Port Authority	\$242.50
Capital Facilities & Equipment Replacement-General	\$8,716.30
Port Authority State Revolving Loan Fund	\$2,414.02
2011 Construction	\$7,300.50
2013 Construction	\$487.50
2014 Construction	\$26,175.77
Water	\$14,749.95
Sewer	\$52,872.44
Recycling	\$399.93
Storm Water	\$600.00
Solid Waste	\$54,995.18
Public Access	<u>\$8,494.00</u>
Total	<u><u>\$266,345.19</u></u>

PORT AUTHORITY INVOICES
FOR REGULAR COUNCIL MEETING OF JUNE 2, 2014

Kennedy & Graven Chartered	legal services-Port Authority	\$92.50
MN Dept Employment & Economic Dev	Thin Film grant repayment-Port Auth Rev Loan Fund	\$2,414.02
Survey Services, Inc.	professional service-Comm Dev & Port Authority	<u>\$150.00</u>
Total		<u><u>\$2,656.52</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
Anonymous	General Fund – Library Book Club Bag	\$50.00
Karen M. Olson	General Fund – Library Book Club Bag	\$20.00
Mrs. C.R. Olauson	General Fund – Library Book Club Bag	\$20.00
Rae Jean Peterson	General Fund – Library Book Club Bag	\$25.00
Patrice L. Johnson	General Fund – Library Book Club Bag	\$25.00
Traverse des Sioux	General Fund – Library ACHF Grant Program	\$716.00
Judy & Perry Stow	General Fund – Adopt-A-Family Swim Pass Program	\$36.00
Chris & Cynthia Kaufman	General Fund – Adopt-A-Family Swim Pass Program	\$36.00
Randy Zellmer	General Fund – Adopt-A-Family Swim Pass Program	\$108.00
Gary & Mary Zellmer	General Fund – Adopt-A-Family Swim Pass Program	\$36.00
Mrs. E. Buckley	General Fund – Adopt-A-Family Swim Pass Program	\$36.00
Vicki Abraham	General Fund – Adopt-A-Family Swim Pass Program	\$36.00
Key City Insurance Agency	General Fund – Adopt-A-Family Swim Pass Program	\$72.00

Adopted by the City Council this 2nd day of June 2014.

Mayor

City Clerk

CITY OF NORTH MANKATO
PROPERTY/CASUALTY INSURANCE COMPARISONS
2009 - 2014

	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Premium	<u>\$135,209</u>	<u>\$141,175</u>	<u>\$143,611</u>	<u>\$140,210</u>	<u>\$157,391</u>	<u>\$166,964</u>
Dividend	<u>\$31,380</u>	<u>\$33,937</u>	<u>\$40,053</u>	<u>\$56,762</u>	<u>\$34,859</u>	<u>\$0 *</u>
Net Premium	<u>\$103,829</u>	<u>\$107,238</u>	<u>\$103,558</u>	<u>\$83,448</u>	<u>\$122,532</u>	<u>\$166,964</u>

* Dividend received later in 2014.

**CITY OF NORTH MANKATO
BUDGET CALENDAR
FISCAL YEAR 2015 BUDGET**

June 27	Finance Director distributes budget calendars, budget worksheets and capital improvement worksheets to all Department Heads.
July 17	Department Heads submit budget and capital improvement requests.
July 18-25	Finance Director assembles preliminary City budget.
July 31	Deadline for Department of Revenue to certify Local Government Aid to be paid in 2015.
August 1	Last day for Volunteer Firefighters Relief Association officers to project accrued liability of the fund and certify requirements to City Council.
August 18 (6:00 p.m.)	Council Budget Workshop.
Sept. 2 (6:00 p.m.)	Council Budget Workshop.
September 2	Proposed 2015 Budget and 2015-2019 Capital Improvement Plan submitted to City Council.
September 2	City certifies proposed levy.
September 15	Deadline for counties, cities, towns, school districts and special taxing districts to certify proposed tax levies to county auditors.
November 11-24	Period for county auditors to prepare and county treasurers to mail notices of proposed tax levies to taxpayers.
November 17	Publish notice of public hearing.

November 25- December 19	Period for counties, cities and school districts to hold public hearings to adopt final tax levies.
December 1 (Monday)	City Council holds required Public Hearing for 2015 Budget and 2015-2019 Capital Improvement Plan (1st hearing).
December 15 (Monday)	City Council holds Public Hearing (continuation hearing). (If necessary)
December 15	City Council adopts 2015 Budget and Tax Levy and 2015-2019 Capital Improvement Plan.
December 26	Deadline for all local governments to certify final tax levies to county auditors. No extension authorized.
December 26	Deadline for counties, cities, towns and school districts to certify compliance with Truth in Taxation Law to Department of Revenue.
January 31	Deadline to submit summary budget information to State Auditor. Publish budget summary in newspaper.

RESOLUTION NO.

RESOLUTION APPROVING AGREEMENT NO. 06060
BETWEEN THE COMMISSIONER OF TRANSPORTATION OF
THE STATE OF MINNESOTA
AND THE CITY OF NORTH MANKATO
FOR PROFESSIONAL/TECHNICAL SERVICES

WHEREAS, this agreement is between the State of Minnesota ("State"), acting through its Commissioner of Transportation and the City of North Mankato ("City") acting through its City Council; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes the State and the City to enter into this agreement; and

WHEREAS, the State is in need of a final design plan-set for the construction of roundabouts at the junction of Lookout Drive and T.H. 14 ramps; and

WHEREAS, the City represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of State;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the Mayor is hereby authorized and directed for and on behalf of the City to execute and enter into a Joint Power Agreement for Professional/Technical Services with the Commissioner of Transportation prescribing the terms and conditions as set forth and contained in Minnesota Department of Transportation Agreement No. 06060, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council this 2nd day of June 2014.

Mayor

ATTEST:

City Clerk



**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
FOR PROFESSIONAL/TECHNICAL SERVICES**

Federal Project Number: NA

State Project Number (SP): 5203-102

Trunk Highway Number (TH): 14

Project Identification: Final design Plan-set, Roundabout at Lookout Drive and TH 14 Ramps

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of North Mankato acting through its City Council ("Governmental Unit").

RECITALS

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. Minnesota Statutes §□□471.59 authorizes State and Governmental Unit to enter into this agreement.
3. State is in need of a final design plan-set for the construction of roundabouts at the junction of Lookout Drive and TH 14 ramps.
4. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of State.

AGREEMENT

1. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. **The Governmental Unit must not begin work under this agreement until this agreement has been fully executed and the Governmental Unit has been notified by State's Authorized Representative to begin work.**
- 1.2 **Expiration Date:** This agreement will expire on **December 31, 2015** or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 6. Indemnification; 7. State Audits; 8. Government Data Practices; 9. Intellectual Property Rights; and 10. Venue.
- 1.4 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2. Scope of Work and Deliverables: Activity Code 1250 will be used for invoice purposes.

- 2.1 The Governmental Unit will complete the duties and provide the deliverables listed in Exhibit A.

3. Payment

- 3.1 **Consideration.** State will pay for all services performed by the Governmental Unit under this agreement as follows:

- 3.1.1 **Compensation.** State will pay the Governmental Unit on a Lump Sum basis as follows:

Upon Completion and State's Acceptance of 60% Plan:	\$51,500.00
Upon Completion and State's Acceptance of 100% Plan:	\$51,500.00

- 3.1.2 **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will be **\$103,000.00**.

- 3.2 **Terms of Payment**

- 3.2.1 **Invoices.** The Governmental Unit must submit invoices electronically for payment, using the format set forth

in Exhibit B. The Governmental Unit will submit invoices for payment in accordance with section 3.1.1.

- 3.2.2 **Progress Reports.** The Governmental Unit must submit a monthly progress report, using the format set forth in Exhibit C showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 3.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State's discretion.
- 3.2.4 **Invoice Package Submittal.** The Governmental Unit must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.
 - 3.2.4.1 Each invoice must contain the following information: MnDOT Agreement Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - 3.2.4.2 Except for Lump Sum agreements, direct nonsalary costs allocable to the work under this agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of the Governmental Unit. Supporting documentation must be provided in a manner that corresponds to each direct cost.
 - 3.2.4.3 Except for Lump Sum agreements, the Governmental Unit must provide, upon request of State's Authorized Representative, the following supporting documentation:
 - 3.2.4.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - 3.2.4.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

3.2.5 **Federal funds.** If federal funds are used, the Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

4. Agreement Personnel

4.1 State's Authorized Representative will be:

Name/Title: Craig Felber
 Address: 2151 Bassett drive, Mankato, MN. 56001
 Telephone: 507-304-6145
 E-Mail: craig.felber@state.mn.us

State's Authorized Representative, or his/her successor, will monitor the Governmental Unit's performance and has the authority to accept or reject the services provided under this agreement.

4.2 State's Project Manager will be:

Name/Title: Matthew Rottermond
 Address: 2151 Bassett drive, Mankato, MN. 56001
 Telephone: 507-304-6214

E-Mail: matthew.rottermond@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor the Governmental Unit's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of the Governmental Unit's goods or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

4.3 The Governmental Unit's Authorized Representative will be:

Name/Title: John Harrenstein, City Administrator
 Address: 1001 Belgrade Avenue, North Mankato, MN. 56003
 Telephone: 507-625-4141
 E-Mail: johnharrenstein@northmankato.com

5. Assignment, Amendments, Waiver and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to subsequently enforce it
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Indemnification

- 6.1 In the performance of this agreement by the Governmental Unit, or the Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by the Governmental Unit's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for State's failure to fulfill its obligation pursuant to this agreement.

7. State Audits

- 7.1 Under Minnesota Statutes §16C.05, subdivision 5, the Governmental Unit's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

- 8.1 The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or State.

9. Intellectual Property Rights

- 9.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and

Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents.

"Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State's ownership interest in the Works and Documents

9.2 Obligations

9.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this agreement, the Governmental Unit will immediately give State's Authorized Representative written notice thereof, and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

9.2.2 Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or State's opinion is likely to arise, the Governmental Unit must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

10. Venue

10.1 Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1 Termination. State or the Commissioner of Administration may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the Governmental Unit.

11.2 Termination for Insufficient Funding. State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are

available. State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Governmental Unit notice of the lack of funding within a reasonable time of State's receiving that notice.

- 11.3 **Suspension.** State may immediately suspend this agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. E-Verify Certification (In accordance with Minnesota Statutes §16C.075).

- 12.1 For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of State, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Governmental Unit and made available to State upon request.

13. Additional Provisions

NONE

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

GOVERNMENTAL UNIT*

Governmental Unit certifies that the appropriate person(s) have executed the Agreement on behalf of Governmental Unit as required by applicable resolutions, ordinances or charter provisions.

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

*** INCLUDE A RESOLUTION**

EXHIBIT A

Scope of Work

Lookout Drive/Trunk Highway (TH) 14 Roundabout and Bridge Improvements North Mankato.
State Project (SP) 5203-102.

The Governmental Unit will use its city engineer to perform the following tasks:

This work consists of analyzing, designing and preparing construction plans and related documentation for one ramp intersection with a roundabout and ramps. Work also includes design for repair and modifications as needed to the Lookout Drive Bridge. The anticipated bridge elements that will require rehabilitation may include:

- Low slump overlay of bridge deck
- Replace approach panels
- Replace strip seal and E8s joints
- Replace railing to meet crash test standards
- Replace sidewalk
- Replace median
- Replace guard rail to meet standards
- Minor catch basin repairs

Task 1: Project Management

Description: Government Unit will perform activities necessary to administer the project, including invoicing, cost control, and scheduling using standard State practices, including:

- Progress reports to accompany each invoice including a schedule update using a Gantt chart.
- Attend up to three (3) meetings with State's District 7 in Mankato to discuss project issues and review progress. The schedule of these meetings is expected to occur at the project kick-off, 60%, and 90% plan review.
- Administration of Government Unit's pre-established Quality Assurance (QA) / Quality Control (QC) procedures.

Deliverables:

- Project monthly invoices, progress reports, schedule updates.
- Up to three (3) meetings with State D-7 staff
- QA/QC Guidelines as required

Task 2: Data Collection

Description: Government Unit will collect field survey information within project limits and adjacent areas as required completing the preliminary and final design and preparing construction plans. The topographic survey information will include the following information at a minimum:

- Horizontal and vertical location of all existing surface improvements within the project limits
- Invert elevations and pipe sizes of all existing storm sewer
- Ground shots as required to define existing topography
- Location all existing property lines and/or existing right-of-way

All private utilities (natural gas, telephone, television, electric, etc.) will be field-located or verified based on field marking or other information from utility owners. Other State or City-owned utilities (street lighting circuits, communication systems, etc.) will also be located.

Government Unit will prepare base mapping of existing corridor right-of-way, including existing public and private easements. It is the intent that the proposed improvements will fit within existing right-of-ways.

Transfer the collected field survey information into Government Unit's design software. Prepare a base plan showing the existing surface and subsurface conditions based on the information collected.

Deliverables: Copy of the existing conditions base mapping

Task 3: Planning and Evaluation Phase

Description: Government Unit will develop a preliminary designs for the roundabout and ramps that tie into the roundabout, including:

- Geometric layout of roundabout, approaches and ramps
- Produce a summary of the key dimensions to obtain approval with State's District 7 staff including central island diameter, lane widths, truck apron width, and splitter island characteristics.
- Develop preliminary designs for drainage and storm sewers.
- Finalize horizontal and vertical alignment and cross slopes.
- Determine the project start / termini points to tie roundabout to State plan for TH 14 ramps.
- Perform preliminary design work the bridge improvements as they relate to the roundabout and the scope of work provided.
- Design additional ramp preservation/reconstruction work as provided by scoping documents.
- Prepare preliminary hydraulics recommendations for intersection drainage characteristics including flow rates, structure locations, storm sewers.
- Prepare an erosion control management plan consistent with State guidelines.
- Implement the utility coordination process for the roundabout and ramp improvements.
- Review the preliminary design layouts with State, and make changes based on comments received.
- Develop a preliminary construction cost estimate that corresponds with the approved geometric layouts.

Prepare a Project Memorandum for this project in conjunction with federal funding. Government Unit will complete the Project Memorandum as required by the Federal Highway Administration (FHWA). Highlights of the Project Memorandum will include identification of needs and deficiencies; consideration of the potential social, economic, and environmental impacts of the project; evaluation of the avoidance of potential impacts; documentation of the analysis and agency correspondence; statement of design standards, elements, and exceptions (if applicable).

Deliverables:

- Geometric layout of roundabout
- Horizontal and vertical alignments
- Recommendation of project termini and construction limits
- Preliminary bridge plans
- Preliminary drainage/ hydraulics plans
- Project memorandum deliverables - early notification correspondence with agencies, draft and

- final project memorandum
- Preliminary cost estimates

Information to be Provided by State::

- Bridge Scoping Documents
- Ramp Pavement Scoping Documents

Task 4: Construction Document Development Phase

Objective: Government Unit will complete the detailed design of the roundabout and bridge improvements consistent with the approved layout and preliminary design. Prepare plan sheets associated with inclusion of the roundabout, bridge repair work, and ramp pavement work within the City's Lookout Drive plan set. These sheets will include:

- Typical Sections
- Plan and Profile Sheets
- Intersection Layout Sheet
- Cross-Sections
- Tabulation of Quantities
- Reference Point Sheet
- Coordinate Point Sheet
- Intersection Details
- Drainage Cross-Sections
- Erosion Control Sheets
- Miscellaneous Detail Sheets
- Storm Sewer Profiles
- Lighting Details
- Utility Sheets

Submit 60% plan for review by State. Submit 90% for comment and review. Final bridge plans to be submitted to the State's bridge office for review one month prior to submitting 90% plan to the State's district for review. Final bridge plan with bridge office comments addressed must be included in the 90% plan submittal to the district. Respond to comments from State on 90% plan and revise 90% sheets as necessary to produce FINAL plan set for inclusion by Governmental Unit into the Lookout Drive construction plan set. Prepare an engineer's opinion of probable cost using State's average bid prices and other judgment of the engineer. Assist the State's Project Manager in determining the cost splits for the project

A project manual for the project will be prepared and will include the following sections, as a minimum:

- General Information for Bidders: Advertisement for Bids, Instructions to Bidders, Special Bidding requirements/provisions
- State and Federal contract documents
- General Conditions and Supplementary Conditions
- Information to be submitted with bid: Proposal, Bid Bond, Information requested from Bidder, etc.
- Agreement, Performance Bond and Payment Bond forms
- General Conditions
- Technical Specifications
- Reference Information: Geotechnical Investigation, other applicable information

Deliverables:

- Preliminary plans at 60% and 95% complete stages
- Project manual at 95% complete stage
- Statement of estimated quantities and estimated construction cost at the 60% and 95% complete stages
- Final contract documents and estimated construction cost
- New load rating that will reflect the proposed modifications to the bridge.

Task 5: Meetings and Public Input

Description: Government Unit will organize and implement a public information process. It is anticipated that two public informational meetings will be held to communicate to the public the general nature and cost of the proposed improvements and to receive input. It is anticipated that one public meeting will be held early in the project development process and one meeting will be held during the design phase.

The meeting will be conducted in an informal setting with a brief presentation followed by an “open house” format to encourage participation by the property owners and to provide an opportunity to meet one-on-one with members of the project team.

Deliverables:

- Meeting notices
- Copies of presentation materials
- Meeting notes

Task 6: Bidding Phase

Description: Government Unit will provide the following services during the bidding phase:

- Prepare advertisement for bids and submit to the local newspaper and other required publications; secure affidavits of publication
- Post advertisement for bids on applicable websites
- Upon request by prospective bidders, subGovernment Units or suppliers, distribute copies of the contract/bidding documents - hard copy, electronic documents or both. A nominal fee may be charged for bidding documents
- Maintain and update plan holders list throughout bidding period
- Address questions from prospective bidders, subGovernment Units and suppliers, and prepare and issue addenda as required
- Conduct a pre-bid meeting for prospective bidders, subGovernment Units or suppliers (if requested)
- Assist with the public opening and reading of the bids
- Review bids and prepare bid tabulation and abstract of all bid items
- Perform research to investigation capabilities and qualifications of the low bidder
- Conduct pre-award conference with the low bidder and significant subGovernment Units (if requested)
- Prepare recommendation for City Council regarding the award of the bid.
- Attend City Council meeting to answer any questions regarding the recommendation

Deliverables:

- Copies of advertisement for bids and affidavits of publication
- On-line access to plan holders list throughout bidding phase
- Minutes from pre-bid conference

- Copies of written notes on questions and responses from potential bidders
- Copies of addenda in electronic and hard copy format
- Copies of bid tabulation and bid abstract
- Minutes from pre-award conference
- Documentation of other pre-award research performed

Schedule

Government Unit will deliver:

- 60% plan – October 15, 2014
- 95% plan – November 30, 2014
- 100% plan – December 31, 2014

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

INVOICE NO. _____

Invoice Instructions:

1. Contractor must complete the invoice and progress report (if applicable) in their entirety.
2. Contractor must sign the invoice and progress report (if applicable).
3. Contractor must attach supporting documentation and scan the entire invoice package*, **in the following order:**
 - a. Completed, signed Invoice Form
 - b. Completed, signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.
4. Contractor must e-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 06060

Contract Expiration Date: 12/31/2015

SP Number: 5203-102; TH Number: 14

Estimated Completion: _____ %

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount:	\$103,000.00			
Net Earnings Totals:	\$103,000.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an Invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1250			
Total*			

*Must Match Net Earnings Totals Above

and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice.

Contractor: City of North Mankato

Signature: _____

Print Name: _____

Title: _____

I certify that the statements contained on this Invoice,

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or Invoice for further details).
 (Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 06060

Contract Expiration Date: 12/31/2015

Billing Period: From _____ to _____

SP Number: 5203-102 TH Number: 14

From: City of North Mankato

Task Description	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
TOTALS:									

I certify that the above statement is correct:

 Contractor's Project Manager

 Date

Note: If Budgeted Hours Used for task exceeds 100%, attach an explanation.

To: John Harrenstein
North Mankato City Administrator
1001 Belgrade Avenue
North Mankato, MN. 56003

From: Craig Felber
D7 - Consultant Agreement Administrator
2151 Basset Drive
Mankato, MN. 56001

In reference to: MnDOT Contract No. 06060
State Project Number (SP): 5203-102
Trunk Highway Number (TH): 14
Project Identification: Final design Plan-set, Roundabout at Lookout Drive and TH 14 Ramps

Dear Mr. Harrenstein:

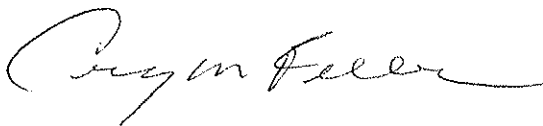
Enclosed are the above referenced Contract, along with the Conflict of Interest Checklist and Disclosure Form. Please obtain the correct signatures as described below:

- **Governmental Agency:** The **COMMISSIONER** or **DEPUTY COMMISSIONER** must sign and date

Your signature on this Contract does not constitute an obligation by MnDOT. Execution of this Contract/Amendment is subject to and expressly conditioned upon final approval by MnDOT, pursuant to Minnesota Statutes §16C.05 Subdivision 2. Approval will be conclusively deemed given upon delivery of a fully executed Contract to you. A copy of the Contract will be sent to you after it is fully executed by MnDOT.

If the enclosed Contract meets your approval, sign and return both copies of the Contract, along with 2 resolutions and the Conflict of Interest Form. I have been assigned as the Authorized Representative for this project. Any changes or additions to this Contract will render it invalid.

If you have any questions, please contact me.



Craig Felber
D7 - Consultant Agreement Administrator
507-304-6145

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist: This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of "Proposer": As used herein, the word "Proposer" includes both the prime Contractor and all proposed Subcontractors.

Checklist is not Exclusive: Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form: Proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by MnDOT for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair "taint" of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MnDOT Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the Contract notwithstanding the potential conflict. MnDOT Contract Management personnel may consult with MnDOT's Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation: Proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MnDOT reserves the right to cancel or amend the resulting Contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts: MnDOT recognizes that proposer's must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT's intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer's ability to provide objective advice to MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to Contract with entities having an "Organizational Conflict of Interest". For purposes of this checklist and disclosure requirement, the term "Vendor" includes "Proposer" as defined above. Pursuant to such statute, "Organizational Conflict of Interest" means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering: The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides "A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest".

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. **Comment:** this provision will, for example, disqualify a proposer who performed final design for the State and now seeks to provide Construction Administration Services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this Contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. **Comment:** this provision is not intended to supercede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name

Phone

CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

Pd. CK #46837

PERMIT #: 60 -2014 SHELTER: SLP #2 FEE: 80.00TYPE OF EVENT: Picnic IBEW DATE VALID: 8-9-14 HOURS: 10a-6pORGANIZATION: IBEW SIZE: 150APPLICANT NAME: Shane MeierADDRESS: 709 S. Front St. CITY: MKTOZIP: 56001 DAYTIME PHONE #: 995-4880TENTS: 1 ELECTRICITY: yes ALCOHOL: caned

If keg beer, a \$250 deposit and \$25 fee are required.
AUDIO DEVICES: yes small PA system for
Amplified music or band requires Council approval giving away prizes

OTHER: _____

PERMIT APPROVED: _____ DATE: 5-6-14

PERMIT DENIED: _____

REFER TO COUNCIL: ✓Nancy Smith
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: Shane Meier
Applicant5-06-14
Date

For Office Use Only

Receipt # 106834✓ Book

Park

Police

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9A	Department: City Planner	Council Meeting Date: 6/02/14
------------------	--------------------------	-------------------------------

TITLE OF ISSUE: Set Public Hearing for Vacation of Utility Easements

BACKGROUND AND SUPPLEMENTAL INFORMATION: As part of the replatting of property in the Northport Industrial Park, it is necessary to vacate certain utility easements. As part of the utility vacation process, it is necessary to set a public hearing and notify all underground utility companies. Attached is a Petition for Utility Easement Vacation signed by Cemstone Products and a map showing the location of the easements to be vacated.

REQUESTED COUNCIL ACTION: Consider setting Public Hearing for 7 p.m. on Monday, June 16, 2014 for Vacation of Utility Easements.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:

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

SUPPORTING DOCUMENTS ATTACHED

Resolution Ordinance Contract Minutes Map

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Other (specify) Petition for Vacation, Notice of Hearing

☐ Workshop

☒ Regular Meeting

☐ Special Meeting

☐ Refer to: _____

☐ Table until: _____

☐ Other: _____

PETITION FOR VACATION

The undersigned property owner hereby petitions the City Council of the City of North Mankato, Minnesota, to vacate the following described utility easements:

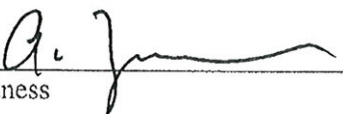
That portion of the 20 foot wide utility easements over, under and across Lot 1, Block 1, Northport No. 17, according to the plat thereof on file and of record with the Nicollet County Recorder, lying coincident with and easterly and northerly of the following described line:

Commencing at the southeasterly corner of Lot 1, Block 1, Northport No. 17; thence North 64 degrees 02 minutes 10 seconds West (assumed bearing) along the southerly line of said Lot 1, a distance of 215.00 feet; thence North 25 degrees 11 minutes 09 seconds East, along the southerly line of said Lot 1, a distance of 20.00 feet to the point of beginning; thence continuing North 25 degrees 11 minutes 09 seconds East, along said southerly line, 40.00 feet; thence North 64 degrees 48 minutes 51 seconds West, along the southerly line of said Lot 1, a distance of 151.04 feet to the point of curvature of a circular curve to the right; thence northwesterly along the southerly line of said Lot 1 along a 900.00 foot radius curve, central angle = 10 degrees 38 minutes 40 seconds, an arc distance of 167.20 feet to the southwesterly corner of said Lot 1 and there terminating.

ALSO That portion of the 10 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, lying coincident with and easterly of the following described line:

Beginning at the southwest corner of Lot 1, Block 1, Northport No. 17; thence North 25 degrees 57 minutes 50 seconds East (assumed bearing) along the westerly line of said Lot 1, a distance of 428.50 feet to a point distant 10.00 feet southerly of the northwesterly corner of said Lot 1 as measured along the westerly line of said Lot 1 and there terminating.

Dated this 28th day of May 2014.

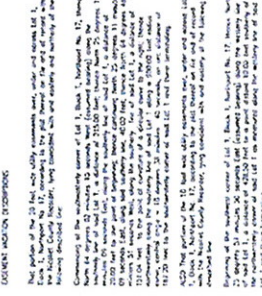

Witness


Tim Becken, Cemstone Products Company

Received by City Clerk:

May 28, 2014
Date


City Clerk

[illegible][illegible]

U. S. HIGHWAY NO. 14

PRELIMINARY PLAT

FOR CITY OF NORTH ANCHORAGE	
DATE: 1-16-07	DATE: 1-16-07
F.B. ALC	

**NOTICE OF HEARING ON
UTILITY VACATION NORTHPORT NO. 17**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing on Monday, June 16, 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:

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,

Dated this 6th day of June 2014.

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