

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 18, 2017. Mayor Dehen called the meeting to order at 7:08 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Members Freyberg, Whitlock, Steiner, and Norland, City Administrator Harrenstein, Finance Director McCann, City Attorney Kennedy, Community Development Director Fischer, Public Works Director Swanson and City Clerk Van Genderen.

Approval of Agenda

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

Approval of Council Budget Workshop Meeting Minutes

Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council Budget Workshop meeting of September 5, 2017. Vote on the motion: Whitlock, Steiner, Norland, and Dehen aye; Freyberg abstain; no nays. Motion carried.

Approval of Council Meeting Minutes

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council meeting of September 5, 2017. Vote on the motion: Whitlock, Steiner, Norland, and Dehen aye; Freyberg abstain; no nays. Motion carried.

Public Hearing-Public Comments on the 2018 Proposed Budget.

City Administrator Harrenstein indicated that since the September 5, 2017, Budget workshop, the County revised the anticipated growth from 4.5% to 7%. If the City maintains a flat rate of 52.251% and captures the dollars associated with new improvements and market value increases, this increase in the market value and Tax Capacity will generate an additional \$146,924. Those funds could be allocated for projects or put into the debt service levy. Barb Church, 102 Wheeler Avenue, appeared before Council and stated Council should consider a historic tax levy for historic preservation. A historic tax levy would not raise the current taxes it would just allocate a portion of the current levy for a historic fund. Ms. Church requested clarification on the City's bond rating. Administrator Harrenstein indicated the last Moody surveillance call was in 2015; they have not deemed to have another call as Moodys rated such a small portion of the debt. Administrator Harrenstein stated Standards and Poor's rates the City during the issuance of debt, and the City will have a bond rating before the issuance of the next G.O. Bond. Tom Hagen, 927 Lake Street, appeared before Council and encouraged a historic tax levy.

Public Hearing-Proposed Annexation of 9.07 Acres owned by Mark Hiniker.

Community Development Director Fischer reported the Council received the petition for Annexation on August 7, 2017, for the property located north of the North Gate Subdivision. The subdivision will be platted as North Gate No. 3. Barb Church, 102 Wheeler Avenue, appeared before Council and requested clarification on if this project has smaller lots and if the setbacks have been adjusted for the smaller lots. Community Development Director Fischer reported this subdivision is zoned R-1S, One-Family Dwelling Small Lot with a minimum lot size of 60 feet and minimum setbacks of 6 feet. Debbra Treat, 615 Nicollet Avenue, Apartment 205, appeared before Council and asked if the houses being built would be affordable housing. She indicated she did not believe the City had affordable housing and wondered why the City would allow the building of houses no one would purchase.

Public Hearing-Proposed Issuance of Tax Abatement Bonds for Spring Lake Park Swim Facility.

Finance Director McCann stated because the City desires to finance certain improvements to the Swim Facility using the proceeds of tax-exempt bonds and the Swim Facility is managed by the Mankato Family YMCA, which is a 501 (c)(3) non-profit organization, it is necessary to issue the Bonds as qualified 501 (c)(3) private activity bonds as opposed to governmental bonds. In order to issue the Bonds as qualified 501 (c)(3) private activity bonds, a public hearing known as a TEFRA hearing under the IRS rules must be held. Kim Spears, 916 South Avenue, appeared before Council and asked if all residents were paying for the improvements and not just a portion. Administrator Harrenstein stated he was correct.

Public Hearing-Proposed Modification of Industrial Development District No. 1

City Administrator Harrenstein reported the next two Public Hearings are requests from the Port Authority to modify the Industrial Development District 1 to expand it and include 1610 LorRay Drive (Birchwood Cottages). With no one appearing before Council, Mayor Dehen closed the Public Hearing.

Public Hearing-Proposed Establishment of Tax Increment Financing District IDD No. 1-24 (Birchwood Cottages)

City Administrator Harrenstein reported this was the proposed TIF District for Birchwood Cottages. Barb Church, 102 Wheeler Avenue, appeared before Council and stated page 4 of 13 in paragraph number two TIF IDD 1-24 agreement states "providing affordable assisted living units." She indicated the language discussed during the City Council, Planning Commission, and Port Authority meetings was a "residential assisted living, memory care facility," which was used throughout the rest of the document. She wanted to ensure this sentence was changed. Ms. Church requested clarification on if the business had requested both a loan and a TIF. Administrator Harrenstein indicated a \$300,000 loan was approved earlier in the year by the Port Authority.

Public Hearing-Proposed Modification of Industrial Development District No. 1 and Establishment of Tax Increment Financing District IDD No. 1-25 (Blue Star Power Systems).

City Administrator Harrenstein reported this Public Hearing was set to discuss the proposed expansion of the Industrial Development District No. 1 to include the property known as Lot 1, Block 1, North Port No. 20 to allow the establishment of TIF District No. 1-25 (Blue Star Power Systems). Kim Spears, 916 South Avenue, appeared before Council and stated he did not approve of the use of TIF Districts as they were not fair to established businesses.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 61-17 Approving Donations/Contributions/Grants.

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

Public Comments

Tom Hagen, 927 Lake Street, appeared before Council and expressed concerns about the Spring Lake Park Warming house and the higher than anticipated bids.

Business Items

Res. No. 62-17 Approving a Proposed Tax Levy. Finance Director McCann stated the City received revised taxable market value and Total Tax Capacity information from the County that is a 7% increase in tax capacity, compared to the 4.5% increase they estimated earlier in the summer. If the City maintains a flat tax rate of 52.251% and captures the dollars associated with new improvements and market value increases, this increase will generate an additional \$146,924 in revenue. Administrator Harrenstein stated there were many options for the use of the money. Mayor Dehen stated this was the max levy and the City could lower the levy before the end of the year.

Council Member Norland moved, seconded by Council Member Steiner to adopt Res. No. 62-17 Approving a Proposed Tax Levy. Vote on the motion: Freyberg, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Res. No. 63-17 Awarding Bid for Project No. 17-03, Spring Lake Park Warming House. City Administrator Harrenstein reported the project idea began after the Anthony Ford Committee held two successful outdoor pond hockey tournaments in Spring Lake Park and committed \$50,000 to a warming house. The current warming house would be demolished to allow the building of new rinks and the funds would be used for a new warming house. The City then received a \$50,000 grant from the Mankato Foundation to assist with the building of the new warming house. In 2017 the City conducted a facility analysis of the Spring Lake Swim Facility and discovered many deficits. Because the warming house would be adjacent to the swim facility, it was envisioned to create a structure that could be used 12 months out of the year with a portion of the facility that could be rented by the public for weddings or special events. The estimates for the building came in at \$450,000. The Council sent the plans out for bid, and there were significant oversights in the cost of heating and cooling the proposed building with the lowest estimate from DeMars General Contracting coming in at \$677,000. Because the bids came in so high staff briefed the City Council on changes to park upgrades planned in 2017. This included not proceeding with the main shelter at Benson Park and reallocating funding from that project toward completion of the Warming House. In addition, staff worked with the lowest bidder to value engineer portions of the project which yielded additional reductions of \$110,000 from the bid amount of \$677,000 and has reduced the total project budget to \$567,000. \$400,000 in bond proceeds have been set aside for the warming house as well as \$170,000 from the annual set aside in the General Fund for park improvements that were previously set aside for the main shelter at Benson. Mayor Dehen stated the project should be contingent on the bids for the swim facility which would be opened on October 2, 2017. General Contractor Max DeMars indicated the delay would not significantly set them back. **Council Member Norland moved, seconded by Council Member Freyberg to adopt Res. No. 63-17 Awarding Bid for Project No. 17-03 Spring Lake Park Warming House, Contingent on the Swim Facility Bids. Vote on the motion: Freyberg, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

Ordinance No. 96, Fourth Series, An Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County, Minnesota Pursuant to Minnesota Statutes §414.033 Subdivision 2(3), Permitting Annexation by Ordinance. Council Member Freyberg moved, seconded by Council Member Norland to Adopt Ordinance No. 96,

Fourth Series, An Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County, Minnesota Pursuant to Minnesota Statutes §414.033 Subdivision 2(3), Permitting Annexation by Ordinance. Vote on the motion: Freyberg, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Res. No. 64-17 of the North Mankato City Council Modifying Industrial Development District No. 1 (modification Seven) and Adopting a Development Program for Said Industrial Development District. Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 64-17 of the North Mankato City Council Modifying Industrial Development District No. 1 (modification Seven) and Adopting a Development Program for Said Industrial Development District. Vote on the motion: Whitlock, Steiner, Norland, and Dehen aye; Freyberg nay. Motion carried.

Res. No. 65-17 of the City Council of the City of North Mankato Approving Tax Increment Financing District IDD No. 1-24. (Birchwood Cottages). Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 65-17 of the City Council of the City of North Mankato Approving Tax Increment Financing District IDD No. 1-24. (Birchwood Cottages). Vote on the motion: Whitlock, Steiner, Norland, and Dehen aye; Freyberg nay. Motion carried.

Res. No. 66-17 of the North Mankato City Council Modifying Industrial Development District No. 1 (modification Eight) and Adopting a Development Program for Said Industrial Development District. Council Member Norland moved, seconded by Council Member Steiner to Adopt Res. No. 66-17 of the North Mankato City Council Modifying Industrial Development District No. 1 (modification Eight) and Adopting a Development Program for Said Industrial Development District. Vote on the motion: Whitlock, Steiner, Norland, and Dehen aye; Freyberg nay. Motion carried.

Res. No. 67-17 of the City Council of the City of North Mankato Approving Tax Increment Financing District IDD No. 1-25. (Blue Star Power Systems). Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 67-17 of the City Council of the City of North Mankato Approving Tax Increment Financing District IDD No. 1-25. (Blue Star Power Systems). Vote on the motion: Freyberg, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

North Gate No. 3 Final Plat. Council Member Norland moved, seconded by Council Member Steiner to Approve North Gate No. 3 Final Plat. Vote on the motion: Freyberg, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

City Administrator and Staff Comments

Public Works Director Swanson reported the hockey rinks would be poured during the coming week.

Public Works Director Swanson reported fall drop-off would be October 13-15, 2017, from 8 a.m. to 4 p.m.

Mayor and Council Comments

Council Member Whitlock reported the 6th annual Bier on Belgrade would be held from 2 pm to 8 pm on September 23, 2017.

Council Member Steiner reported library circulation was down in August, but library visitors increased by 7,000 in July and visitors doubled in August. He thanked Katie Heintz for her work.

Council Member Norland provided an update on Mankato Zero Waste. She reported that by using the compost dumpster, she has greatly reduced the amount of garbage in her bin. Council Member Norland stated Mankato Zero Waste has 46 households between Mankato and North Mankato that have yard signs encouraging neighbors to use the compost sites. The North Mankato Taylor Library will have a display on organics recycling and composting and provide information on signing up. Council Member Norland indicated residents can call City Clerk Van Genderen to sign-up. Mankato Zero Waste will host a presentation on organics recycling on Thursday, October 26th at 6:30 pm in the Police Annex Community Room. If you want more information on Organics Recycling, please visit www.MankatoZeroWaste.com. Council Member Steiner reminded residents to put organics in brown paper bags or compostable plastic bags, not regular plastic bags as those have to be removed.

Mayor Dehen stated a forum on affordable housing would be held on Tuesday, September 26th from 6:30-8:00 p.m. at the Blue Earth County Historical Society.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting adjourned at 7:45 p.m.

Mayor

City Clerk



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 10-2-17

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00009	A-1 KEY CITY LOCKSMITHS, INC	10/02/2017	Regular	0	666.00	88174
02692	ASE SUPPLY INC.	10/02/2017	Regular	0	53.53	88175
00123	BATTERIES+BULBS	10/02/2017	Regular	0	50.40	88176
02686	BECKER, MICHAEL	10/02/2017	Regular	0	1,012.50	88177
00137	BENCO ELECTRIC COOPERATIVE	10/02/2017	Regular	0	2,000.00	88178
02687	BLUE EARTH COUNTY VITAL STATISTICS	10/02/2017	Regular	0	20.00	88179
00226	CARPET CARE	10/02/2017	Regular	0	350.00	88180
00230	CCP INDUSTRIES, INC.	10/02/2017	Regular	0	240.81	88181
00255	CITY OF MANKATO	10/02/2017	Regular	0	90,075.61	88182
00262	CITY OF ST PETER	10/02/2017	Regular	0	833.33	88183
00303	CRAWLER WELDING, INC.	10/02/2017	Regular	0	8,067.10	88184
00315	CUSHMAN MOTOR CO., INC	10/02/2017	Regular	0	260.99	88185
00322	DALCO	10/02/2017	Regular	0	4.45	88186
02694	DOLEJS ASSOCIATES, INC.	10/02/2017	Regular	0	4,762.50	88187
00401	EXPRESS SERVICES, INC.	10/02/2017	Regular	0	1,432.14	88188
00404	FASTENAL COMPANY	10/02/2017	Regular	0	3.35	88189
00447	FREE PRESS	10/02/2017	Regular	0	946.01	88190
00462	G & K SERVICES	10/02/2017	Regular	0	291.00	88191
00463	G & L AUTO SUPPLY, LLC	10/02/2017	Regular	0	194.45	88192
00473	GENERATOR SYSTEM SERVICES, INC.	10/02/2017	Regular	0	88.47	88193
02688	GESSNER, LYNN NADINE	10/02/2017	Regular	0	1,550.00	88194
02560	GOLD MEDAL	10/02/2017	Regular	0	91.40	88195
02295	GRAYBAR	10/02/2017	Regular	0	335.67	88196
00595	HY-VEE, INC.	10/02/2017	Regular	0	98.39	88197
00624	JM PROMOTIONS	10/02/2017	Regular	0	1,598.95	88198
00639	JOHN DEERE FINANCIAL	10/02/2017	Regular	0	153.30	88199
02675	JOHNSON AGGREGATES	10/02/2017	Regular	0	80.00	88200
00657	JT SERVICES	10/02/2017	Regular	0	9,193.35	88201
02689	KATO MOVING & STORAGE CO.	10/02/2017	Regular	0	3,867.45	88202
02690	LEONHARDT, TIMOTHY & JEANNINE	10/02/2017	Regular	0	450.00	88203
02695	LTN ENGINEERING	10/02/2017	Regular	0	4,000.00	88204
02644	MACQUEEN EMERGENCY GROUP	09/18/2017	Regular	0	296.34	88162
00805	MAGFA	10/02/2017	Regular	0	350.00	88205
02647	MALTERER MECHANICAL INC.	10/02/2017	Regular	0	1,150.00	88206
00812	MANKATO BEARING COMPANY	10/02/2017	Regular	0	6.72	88207
00815	MANKATO CLINIC, LTD.	10/02/2017	Regular	0	95.00	88208
00819	MANKATO FORD, INC.	10/02/2017	Regular	0	154.32	88209
00828	MANKATO PEPPERS	09/25/2017	Regular	0	166.82	88170
00832	MANKATO TENT & AWNING CO.	10/02/2017	Regular	0	140.00	88210
00874	MENARDS-MANKATO	10/02/2017	Regular	0	89.12	88211
02532	MIKE'S LLC	10/02/2017	Regular	0	90.00	88212
00897	MINITEX	10/02/2017	Regular	0	251.00	88213
00929	MINNESOTA FIRE SERVICE CERTIFICATION BOA	10/02/2017	Regular	0	325.00	88214
02323	MOBOTREX	10/02/2017	Regular	0	986.32	88215
01037	NICOLLET COUNTY	10/02/2017	Regular	0	6,281.00	88216
01057	NORTH MANKATO MOTOR VEHICLE REGISTRA	10/02/2017	Regular	0	41.00	88217
01071	NUSS TRUCK & EQUIPMENT, INC.	10/02/2017	Regular	0	393.39	88218
02057	OFFICE OF ADMINISTRATIVE HEARINGS	09/18/2017	Regular	0	100.00	88166
01099	PET EXPO DISTRIBUTORS	10/02/2017	Regular	0	50.00	88219
01106	PETTY CASH	10/02/2017	Regular	0	64.88	88220
01136	PRAIRIE RESTORATIONS, INC.	10/02/2017	Regular	0	920.00	88221
01170	RAMY TURF PRODUCTS	10/02/2017	Regular	0	193.50	88222
02497	RF3 INDUSTRIES LLC	10/02/2017	Regular	0	67.00	88223
02684	STINSON LEONARD STREET	10/02/2017	Regular	0	15,376.88	88224
01349	STONE & STEEL DESIGN, LLC	10/02/2017	Regular	0	235.00	88225
01402	TIRE ASSOCIATES	10/02/2017	Regular	0	1,620.67	88226
01429	TURFWERKS	10/02/2017	Regular	0	137.04	88227

01433	TYLER TECHNOLOGIES	10/02/2017	Regular	0	10,567.75	88228
01443	UNITED STATES POSTAL SERVICE	10/02/2017	Regular	0	1,000.00	88229
02536	USAQUATICS, INC.	10/02/2017	Regular	0	28,755.00	88230
01477	VIKING ELECTRIC SUPPLY, INC.	10/02/2017	Regular	0	1,329.79	88231
01492	WACO SCAFFOLDING & SUPPLY CO.	10/02/2017	Regular	0	281.25	88232
01503	WASSMAN PLUMBING & HEATING LLC	10/02/2017	Regular	0	487.50	88233
01523	WENZEL AUTO ELECTRIC CO	10/02/2017	Regular	0	220.50	88234
01552	WW BLACKTOPPING, INC	10/02/2017	Regular	0	3,234.70	88235
01552	WW BLACKTOPPING, INC	10/02/2017	Regular	0	14,548.56	88236
02058	CONSOLIDATED COMMUNICATIONS	09/14/2017	Bank Draft	0	209.70	DFT0001431
02058	CONSOLIDATED COMMUNICATIONS	09/21/2017	Bank Draft	0	29.88	DFT0001441
02058	CONSOLIDATED COMMUNICATIONS	09/21/2017	Bank Draft	0	159.14	DFT0001442
02058	CONSOLIDATED COMMUNICATIONS	09/21/2017	Bank Draft	0	32.04	DFT0001443
02058	CONSOLIDATED COMMUNICATIONS	09/21/2017	Bank Draft	0	56.90	DFT0001444
00608	INGRAM LIBRARY SERVICES	09/27/2017	Bank Draft	0	1,349.52	DFT0001455
00733	LAKES GAS CO #10	09/27/2017	Bank Draft	0	105.40	DFT0001457
00749	LAWSON PRODUCTS, INC	09/20/2017	Bank Draft	0	595.07	DFT0001439
00749	LAWSON PRODUCTS, INC	09/27/2017	Bank Draft	0	10.37	DFT0001456
00910	MINNESOTA VALLEY TESTING LAB, INC.	09/25/2017	Bank Draft	0	59.50	DFT0001446
01117	PLUNKETT'S PEST CONTROL, INC.	09/28/2017	Bank Draft	0	118.14	DFT0001460
01322	SPRINT	09/22/2017	Bank Draft	0	35.02	DFT0001445
01335	STAPLES ADVANTAGE	09/14/2017	Bank Draft	0	66.72	DFT0001435
01335	STAPLES ADVANTAGE	09/20/2017	Bank Draft	0	247.81	DFT0001440
01335	STAPLES ADVANTAGE	09/27/2017	Bank Draft	0	96.38	DFT0001459
01338	STATE CHEMICAL SOLUTIONS	09/18/2017	Bank Draft	0	1,103.54	DFT0001437
01377	TELRITE CORPORATION	09/18/2017	Bank Draft	0	232.08	DFT0001436
01470	VERIZON WIRELESS	09/14/2017	Bank Draft	0	30.06	DFT0001430
00103	AUTO BODY SPECIALTIES	10/04/2017	EFT	0	87.00	380
00105	AUTO VALUE MANKATO	10/04/2017	EFT	0	447.62	381
02685	BIEDERMAN, KATHERINE	10/04/2017	EFT	0	257.00	382
00216	C & S SUPPLY CO, INC.	10/04/2017	EFT	0	284.98	383
00310	CRYSTEEL TRUCK EQUIPMENT, INC	10/04/2017	EFT	0	1,703.26	384
00453	FREYBERG PETROLEUM SALES, INC.	10/04/2017	EFT	0	19.22	385
00460	G AND H READY MIX, LLC	10/04/2017	EFT	0	377.50	386
00493	GOODWIN, TONY	10/04/2017	EFT	0	275.00	387
00544	HENDRICKSON, CHRISTOPHER	10/04/2017	EFT	0	15.63	388
00609	INMAN, RICH	10/04/2017	EFT	0	75.00	389
01275	JADD SEPPMANN & SONS, LLP	10/04/2017	EFT	0	490.00	390
02454	JUNKER, TANYA	10/04/2017	EFT	0	257.00	391
00700	KLEIST, RANDY M.	10/04/2017	EFT	0	303.02	392
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	10/04/2017	EFT	0	13.39	393
00776	LLOYD LUMBER CO.	10/04/2017	EFT	0	373.12	394
00796	MACQUEEN EQUIPMENT, INC.	10/04/2017	EFT	0	136.59	395
00825	MANKATO MOTOR COMPANY	10/04/2017	EFT	0	720.44	396
00935	MINNESOTA PIPE & EQUIPMENT	10/04/2017	EFT	0	1,209.47	397
00997	MTI DISTRIBUTING CO	10/04/2017	EFT	0	2,223.70	398
01032	NEW ULM QUARTZITE QUARRIES, INC	10/04/2017	EFT	0	234.38	399
01052	NORTH CENTRAL INTERNATIONAL	10/04/2017	EFT	0	1,209.49	400
02005	PANTHEON COMPUTERS	10/04/2017	EFT	0	6,109.08	401
01211	RIVER BEND BUSINESS PRODUCTS	10/04/2017	EFT	0	1,170.80	402
01290	SLETTEN, CORY	10/04/2017	EFT	0	75.00	403
01079	SMC-SOUTHERN MINNESOTA CONSTRUCTION	10/04/2017	EFT	0	2,273.14	404
01465	VANEPS, ERIC	10/04/2017	EFT	0	75.00	405
01478	VIKING FIRE & SAFETY LLC	10/04/2017	EFT	0	29.19	406
01572	ZWASCHKA, JAMES	10/04/2017	EFT	0	75.00	407
					247,834.49	112

Authorization Signatures

All Council

The above manual and regular claims lists for 10-2-17 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

ROBERT FREYBERG- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minnesota Statute 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	Restriction	Amount
Joe Robbins	Library-Books	\$100.00
		\$100.00

Adopted by the City Council this 2nd day of October 2017.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8C	Department: Administration	Council Meeting Date: 10/02/17																											
TITLE OF ISSUE: Consider Resolution Declaring Surplus Vehicles and Equipment.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: The 2008 Red Ford Expedition was purchased for use by the city inspection department in 2008. The vehicle transferred to the Police Department in 2012 and was used as an administrative vehicle. In September 2017 the vehicle's engine failed. The cost of repairs to the engine and transmission exceed the value of the vehicle. The vehicle sustained hail damage in 2010 that was not repaired and did not affect the use of the vehicle, but certainly effects the value. The cost of engine and transmission repairs is \$12,184.82 and the approximate value of the vehicle in running order is \$8,685 according to Kelly Blue Book.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution Declaring Surplus Vehicles and Equipment.																													
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Aye</th> <th style="text-align: center;">Nay</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </tbody> </table> </div>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; text-align: center; border-collapse: collapse;"> <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 style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> </tr> </table> <div style="margin-top: 10px;"> Other (specify) _____ _____ _____ _____ _____ </div>	Resolution	Ordinance	Contract	Minutes	Map	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>
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RESOLUTION NO.

RESOLUTION DECLARING SURPLUS VEHICLES AND EQUIPMENT

WHEREAS, the City of North Mankato owns the following vehicle; and

2008 Ford Expedition VIN IFMFU16558LA74995 Miles: 72,485

WHEREAS, this vehicle has suffered engine failure and the cost to repair the vehicle is more than the value of the vehicle; and

WHEREAS, City staff will remove emergency equipment for use in other public safety vehicles; and

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

1. The aforementioned vehicle be declared surplus and that the sale of said vehicle is hereby authorized.

Adopted by the City Council this 2nd day of October 2017.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8D	Department: Administration	Council Meeting Date: 10/02/17																											
TITLE OF ISSUE: Consider Purchasing a Replacement Police Administrative Vehicle.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: The 2008 Ford Expedition will be sold as surplus and Chief Boyer has researched several vehicles and is recommending the purchase of a 2017 Ford Escape SE, a low mileage demonstration vehicle. The 2017 Ford Escape SE is below State Bid price.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Approve the Replacement of the Police Administrative Vehicle and Authorize the Purchase of a 2017 Ford Escape SE.																													
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <thead> <tr> <th style="text-align: center;">Aye</th> <th style="text-align: center;">Nay</th> <th></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Whitlock</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>Freyberg</td></tr> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Dehen</td></tr> </tbody> </table> </div>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; text-align: center; border-collapse: collapse;"> <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 style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td style="text-align: center;"><input style="width: 40px; height: 20px;" type="checkbox"/></td> </tr> </table> <div> Other (specify) _____ _____ _____ _____ </div>	Resolution	Ordinance	Contract	Minutes	Map	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>
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Mankato



09/22/2017

City of North Mankato
1001 Belgrade Ave
North Mankato, MN 56003
Attn: Chief Chris Boyer

Chris,

The following is the information that you requested on the 2017 Ford Escape. A copy of the window sticker will accompany the bid

The pricing is as follows:

2017 Ford Escape SE

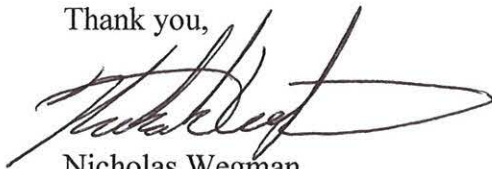
Retail Price:	\$31,380
Discounts:	<u>\$ 9,680</u>
	\$21,700*

*Under State Bid price

Thanks for the opportunity to earn your business and if you have any questions feel free to call me. Please remember that you will pay all of the applicable tax, license and fees due to the State of Minnesota at the time of delivery.

Always a pleasure doing business with you.

Thank you,



Nicholas Wegman
Mankato Ford
507-387-3454
507-920-7869
nwegman@mankatoford.com

LOU-000049 MN

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1FMCU9GD4HUD42050

ESCAPE

1FMCU9GD4

HUD42050 NB

GU13



Go Further

ford.com

VEHICLE DESCRIPTION

ESCAPE

2017 ESCAPE SE 4WD
105.9" WHEELBASE
1.5L ECOBOOST ENGINE
6-SPD AUTO TRANS W/SLCTSHFT

HU D42050

EXTERIOR
SHADOW BLACK
INTERIOR
CHARCOAL BLK LTHR-TRIM SEAT

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- ACTIVE GRILLE SHUTTERS
- DOOR HANDLES - BODY COLOR
- DUAL EXHAUST CHROME TIPS
- DUAL POWER MIRRORS
- EASY FUEL CAPLESS FILLER
- FOG LAMPS
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTO HALOGEN
- LED TAILLAMPS
- PRIVACY GLASS

INTERIOR

- 4-WAY FRT HEAD RESTRAINTS
- 12V POWERPOINT
- 60/40 SPLIT FOLD REAR SEAT
- DUAL ILLUM VIS VANITY MIRR
- DUAL-ZONE ELECTRONIC AUTO CLIMATE CONTROL
- FLOORMATS-1ST AND 2ND ROW
- ICE BLUE LIGHTING
- ILLUMINATED ENTRY SYSTEM
- PWR DRIVER SEAT - 10 WAY
- SMART CHARGING USB PORT(2)
- TILT STEERING WHL / CRUISE & AUDIO CONTROLS

FUNCTIONAL

- AUTO START STOP TECH
- AM/FM SINGLE CD W/MP3
- BRAKES, 4-WHEEL DISC/ABS
- CURVE CONTROL
- ELECTRIC-ASSIST PARK BRAKE
- MYKEY
- POWER LOCKS AND WINDOWS
- POWER STEERING W/EPAS
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SECURICODE KEYLESS KEYPAD
- SIRIUS XM - SVC N/A AK&HI

SAFETY/SECURITY

- ADVANCETRAC WITH RSC
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY
- FRT-PASS SENSING SYSTEM
- LATCH CHILD SAFETY SYSTEM
- SECURILOCK PASS ANTI THEFT
- SOS POST CRASH ALERT SYS
- TPMS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

(MSRP)

EQUIPMENT GROUP 201A

1395.00

•SE TECHNOLOGY PACKAGE

•SYNC 3

••SYNC CONNECT

- REVERSE SENSING SYSTEM
- ROOF-RACK SIDE RAILS, BLACK
- BLIS (BLIND SPOT INFO SYSTEM)

OPTIONAL EQUIPMENT/OTHER

- 17" SPARKLE SILVER PTD ALUM WH
- 235/55R17 LRR A/S BSW TIRES
- FRONT LICENSE PLATE BRACKET
- POWER LIFTGATE
- ENGINE BLOCK HEATER
- SUPPLEMENTAL PTC HEATER
- SE LEATHER COMFORT PACKAGE
- LEATHER-WRAPPED STR WHEEL
- PWR/HTD SIDE MIRRORS W/BLIS
- HEATED FRONT SEATS

NO CHARGE

495.00

NO CHARGE

1595.00

PRICE INFORMATION

BASE PRICE

(MSRP)

\$27,000.00

TOTAL OPTIONS/OTHER

3485.00

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

30485.00

895.00

TOTAL MSRP \$31,380.00

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RAMP ONE

RA2K

RAMP TWO

FINAL ASSEMBLY PLANT

LOUISVILLE

METHOD OF TRANSP.

RAIL

ITEM #1

58-1673 O/T 2

Z843 D 6B X 750 000049 09 13 17

EPA DOT Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy



24 MPG

Small SUVs range from 18 to 34 MPG.
The best vehicle rates 119 MPGe.

22 city

28 highway

4.2 gallons per 100 miles

These estimates reflect new EPA methods beginning with 2017 models.

You spend
\$750

more in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost
\$1,550

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 370 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 26 MPG and costs \$7,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.45 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal
CrashDriver
Passenger

★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side
CrashFront seat
Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236



1FMCU9GD4HUD42050

SYNC CONNECT
POWERED BY FORDPASS™

With a SYNC Connect-equipped vehicle, you can use FordPass to:

- Remotely start, lock and unlock your vehicle.
- Schedule specific times to remotely start your vehicle.
- Locate your parked vehicle.
- Check vehicle fuel level and approximate mileage from your smartphone.

Learn more at FordPass.com

SYNC Connect includes service for five years from the vehicle sale date as recorded by the dealer.



Scan this code to experience this vehicle or text 1FMCU9GD4HUD42050 to 48028

or Visit
ford.com/
windowsticker

Standard messaging & data plan rates may apply.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for additional details, or visit www.FordOwner.com for more information.



Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.

09/22/2017

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10B	Department: Administration	Council Meeting Date: 10/02/17																											
TITLE OF ISSUE: Consider Resolution Rejecting bids for Spring Lake Park Swim Facility.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: On October 2, 2017, City Staff opened bids for the Spring Lake Park Swim Facility. City staff recieved one bid with a base bid of \$2.8 million and amenities for \$800,000. Due to the low response from bidders resulting in a bid beyond the budgeted amount, staff is recommending rejecting this bid. City staff recommends assessing the project for implementation in the future.																													
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REQUESTED COUNCIL ACTION: Reject the Spring Lake Park Swim Facility Bid.																													
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>Whitlock</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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <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 REJECTING BID FOR
PROJECT NO. 17-4
SPRING LAKE PARK SWIM FACILITY

WHEREAS, pursuant to an advertisement for bids concerning the Spring Lake Park Swim Facility, one bid was received, opened, and tabulated, according to law, and;

WHEREAS, the following bid was received complying with the advertisement:

Global Specialty Contractors Incorporated	Base Bid	Slide Amenities
	\$2,800,000.00	\$800,000

AND WHEREAS, Global Specialty Contractors Incorporated is the lowest responsible bidder;

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

1. The City Council hereby rejects the bid from Global Specialty Contractors Incorporated in the amount of \$3,600,000.

Adopted by the City Council this 2nd day of October 2017.

Mayor

Attest:

City Clerk

ADVERTISEMENT FOR BIDS

SPRING LAKE PARK SWIM POND RENOVATION
CITY OF NORTH MANKATO
650 WEBSTER AVE, NORTH MANKATO, MN 56003

Public notice is hereby given that the Owner (to be known herein collectively and in all bidding and construction related documents as the Owner) will receive sealed bids for construction of the "SPRING LAKE PARK SWIM POND RENOVATION" until:

2:00 P.M. LOCAL TIME; OCTOBER 2, 2017

The construction project includes:

- Swimming pond w/ related mechanical
- Electrical
- Water play equipment
- Concrete
- Demolition

The Owner reserves the right to reject any or all bids, to waive any informality in bidding and to accept the bid most advantageous to the Owner. The Owner reserves the right to check bidders qualifications for each work specialty and reserves the right to reject bidders the Owner deems unqualified. The Owner reserves the right to hold all bids for a period of 60 days.

Site Location: 650 Webster Ave, North Mankato, MN 56003
Pre-bid meeting: September 25, 2017
Bid date: October 2, 2017
Construction Start: October 9, 2017 (pending award of construction agreements)
Construction Close-out: June 29, 2018

Copies of the Drawings, Specifications and Bid Documents are available from: USAquatics; 124 Bridge Ave; P.O. Box 86; Delano, MN 55328; phone: (763) 972-5897; fax (763) 972-5864. Plan fee for printed copies of Drawings & Specifications is \$225.00. Electronic documents in .pdf format are available at no charge. **Requests should be made in writing with plan fee check attached. Partial sets of bidding documents will not be issued.**

All bids shall be accompanied by a Bidder's Bond payable to the order of Owner for not less than five (5%) percent of the amount bid, as security that the bidder will enter into the Contract to perform such work and give surety bond guaranteeing performance thereof, together with a Certificate of Insurance, as provided in the Specifications therefore.

All bids shall be directed to John Harrenstein, City Administrator; 1001 Belgrade Ave; North Mankato, MN; 56003, securely sealed, and endorsed on the outside of the wrapper stating, "BIDS FOR SPRING LAKE PARK SWIM POND RENOVATION."

All bids will be opened and tabulated at 2:00 p.m., Monday, October 2, 2017, and shall be considered by the Owner for possible contract award.

Plans will be on file for public examination in the offices of USAquatics, Inc., and at the following plan rooms:

- Dodge Data & Analytics
- The Blue Book

Questions pertaining to the documents may be directed to the offices of Signature Aquatics; 124 Bridge Ave.; P.O. Box 679; Delano, MN 55328; phone: (763) 972-5897; fax (763) 972-5864.

Published by authority of: City of North Mankato

END OF SECTION 00100

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AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.
County of Blue Earth

Steve Jameson, being duly sworn, on oath states as follows:

1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

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 18 day of September, 2017, and was thereafter printed and published on every Tuesday to and including Tuesday, the 18 day of September, 2017; 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

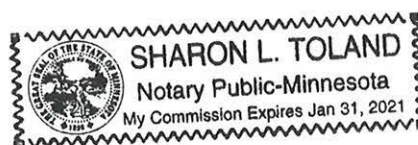
4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$107.50.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: Steve Jameson
Steve Jameson, Publisher

Subscribed and sworn to before me on this 18 day of September, 2017.

Sharon L. Toland
Notary Public



September 18, 2017
ADVERTISEMENT FOR BIDS
SPRING LAKE PARK SWIM POND RENOVATION
CITY OF NORTH MANKATO
650 WEBSTER AVE, NORTH MANKATO, MN 56003

Public notice is hereby given that the Owner (to be known herein collectively and in all bidding and construction related documents as the Owner) will receive sealed bids for construction of the "SPRING LAKE PARK SWIM POND RENOVATION" until:

2:00 P.M. LOCAL TIME; OCTOBER 2, 2017

The construction project includes:

- * Swimming pond w/ related mechanical
- * Electrical
- * Water play equipment
- * Concrete
- * Demolition

The Owner reserves the right to reject any or all bids, to waive any informality in bidding and to accept the bid most advantageous to the Owner. The Owner reserves the right to check bidders qualifications for each work specialty and reserves the right to reject bidders the Owner deems unqualified. The Owner reserves the right to hold all bids for a period of 60 days.

Site Location: 650 Webster Ave, North Mankato, MN 56003

Pre-bid meeting: September 25, 2017

Bid date: October 2, 2017

Construction Start: October 9, 2017 (pending award of construction agreements)

Construction Close-out: June 29, 2018

Copies of the Drawings, Specifications and Bid Documents are available from: USAquatics; 124 Bridge Ave; P.O. Box 86; Delano, MN 55328; phone: (763) 972-5897; fax (763) 972-5864. Plan fee for printed copies of Drawings & Specifications is \$225.00. Electronic documents in .pdf format are available at no charge. Requests should be made in writing with plan fee check attached. Partial sets of bidding documents will not be issued.

All bids shall be accompanied by a Bidder's Bond payable to the order of Owner for not less than five (5%) percent of the amount bid, as security that the bidder will enter into the Contract to perform such work and give surety bond guaranteeing performance thereof, together with a Certificate of Insurance, as provided in the Specifications therefore. All bids shall be directed to John Harrenstein, City Administrator; 1001 Belgrade Ave; North Mankato, MN; 56003, securely sealed, and endorsed on the outside of the wrapper stating, "BIDS FOR SPRING LAKE PARK SWIM POND RENOVATION."

All bids will be opened and tabulated at 2:00 p.m., Monday, October 2, 2017, and shall be considered by the Owner for possible contract award.

Plans will be on file for public examination in the offices of USAquatics, Inc., and at the following plan rooms:

- * Dodge Data & Analytics
- * The Blue Book

Questions pertaining to the documents may be directed to the office of Signature Aquatics; 124 Bridge Ave.; P.O. Box 679; Delano, MN 55328; phone: (763) 972-5897; fax: (763) 972-5864.

Published by authority of: City of North Mankato

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10B	Department: Community Dev.	Council Meeting Date: 10/02/17																											
TITLE OF ISSUE: Consider Approving a Developer Agreement for Privately Financed Improvements for the Landing North Phase 2.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: This agreement is between the City of North Mankato and Hiniker Homes, Inc. outlining development expectations and responsibilities for the development of Landing North Phase 2.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Approve Developer Agreement for Privately Financed Improvements for the Landing North Phase 2.																													
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Aye</th> <th style="text-align: center;">Nay</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </tbody> </table> </div>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; text-align: center; margin-bottom: 10px;"> <tr> <td>Resolution</td> <td>Ordinance</td> <td>Contract</td> <td>Minutes</td> <td>Map</td> </tr> <tr> <td><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td><input style="width: 40px; height: 20px;" type="checkbox"/></td> <td><input style="width: 40px; height: 20px;" type="checkbox"/></td> </tr> </table> <div> Other (specify) <u>Development Agreement</u> _____ _____ _____ _____ </div>	Resolution	Ordinance	Contract	Minutes	Map	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>	<input style="width: 40px; height: 20px;" type="checkbox"/>
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CITY OF NORTH MANKATO
NICOLLET COUNTY, MINNESOTA

**DEVELOPER AGREEMENT FOR
PRIVATELY FINANCED IMPROVEMENTS
THE LANDING NORTH PHASE 2**

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the City of North Mankato, a municipal corporation, in the State of Minnesota, hereafter called "City", and, KWS, LLC., hereafter called the "Developer." The Developer has asked the City to approve a plat legally described in Exhibit "A" attached hereto.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

A. Developer's Responsibilities

1. The City has been petitioned by the Developer for permission to privately construct the improvements itemized in Exhibit "B" attached hereto (the "Improvements") to be paid for by the Developer.

2. The following plans shall be delivered to the City by the Developers on a time schedule set forth in this agreement.

A. Final Plat

B. Engineering Plans and Specifications for the Improvements

If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. All the foregoing plans will be prepared by and will be delivered to the City with the signature of a Minnesota registered engineer and/or surveyor.

3. The Developer shall privately finance the Improvements.

4. The Developer shall install or ensure installation at its sole cost and expense and in accordance with all state, federal and local rules, regulations, ordinances and laws the following:

- A. Site Grading Improvements
- B. Surveying and Staking
- C. Street Improvements
- D. Sanitary Sewer Improvements
- E. Water main improvements
- F. Storm water Drainage and Storm Water Management Improvements
- G. Temporary and Permanent Erosion Control Improvements
- H. Setting of Lot and Block Monuments
- I. Gas, Telephone, Cable TV and Electrical Utilities
- J. Street Lights
- K. Traffic Control Signage

- L. Sidewalks
- M. Mailboxes

Unless extended in writing by the City, the Developer shall complete the Improvements described therein in Exhibit B within twelve months from the date of this Agreement. The bituminous wearing course of the Street Improvements shall be completed when all of the houses have been completed, or when the Developer is directed to complete the wearing course by the City, whichever occurs first. Prior to completion of the Improvements, the Developer shall be responsible for the necessary repairs to maintain the Improvements.

Until completion of the Street Improvements, the Developer shall be solely responsible for maintenance and repair of the Street Improvements, including but not limited to snow and ice removal, cleaning of roadway, and storm water catch basins. In the event the Developer fails to perform necessary work within 24 hours of notification from the City, the City may perform all necessary services and bill Developer for all costs to City. No building permits or certificates of occupancy will be issued to the Developer if payment for services is not paid to City within 10 days.

5. The Developer hereby grants the City, its agents, employees, officers and contractors under the construction contract a license to enter the platted property to perform all work and inspections deemed appropriate by the City during the installation of the Improvements under this Agreement. The license shall expire after all Improvements to be installed pursuant to this Agreement have been installed and accepted by the City.

6. Upon completion and acceptance of all work and construction required by this Agreement, the Improvements described in paragraph 4 under C, D, E, F, J, K and L lying within public easements and/or right-of-ways (the "Public Improvements") shall become City property without further notice or action.

7. The Developer shall promptly clean dirt and debris from streets, curb and gutter and perform all other erosion and sediment control work as required by the MPCA NPDES Construction Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) prior to the Public Improvements being dedicated to the City upon the completion of the Public Improvements.

8. All costs associated with The Landing North Phase 2 subdivision, including City Engineer, City Attorney, permit fees and any other city costs outlined in this Agreement shall be paid by the Developer within 30 days of receiving an invoice from the City.

The Developer will be required, upon execution of this Agreement, to furnish the City with a cash deposit which is determined to be one hundred twenty five percent (125%) of the cost of the Improvements.

If the Developer provides the City with a cash deposit, the City agrees to pay interest monthly on such deposit at the rate of interest the City earns on the investment of such funds.

All outside consulting, legal, and engineering costs incurred by the City shall be billed directly to the Developer and paid within thirty (30) days. The City may draw down on the letter of credit

for any violation of the terms of this Agreement or upon receiving notice that the letter of credit will be allowed to lapse before all Improvements have been completed and paid for.

With City approval, the letter of credit may be reduced from time to time as the Developer's financial obligations under this Agreement are paid.

9. The Developer shall warranty all work to be free of all defects in workmanship and materials for a period of one year extending from the date of acceptance by the City of the Public Improvements.

10. The Developer shall be responsible for all costs associated with construction inspections and engineering review as performed by the City Engineer.

11. Construction Staking. The Developer will provide all staking services for grading, sanitary sewer, water main, storm sewer, lot services, sidewalks, and all roadway improvements.

12. The Developer shall pay for all costs incurred by it and the City in conjunction with the development of the plat, included without limiting the generality thereof, legal, planning, engineering, inspection expenses, permits in connection with approval and acceptance of the plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

13. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting in plat approval or supervision or obligation that the City has undertaken pursuant to this Agreement. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering, attorney's fees and costs of litigation. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat or any part of it.

14. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given the notice of work in default, not less than 24 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part and withhold the issuance of any building permit or occupancy permit.

15. The Developer represents to the City that the plat complies with all city, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. City staff and consulting engineers shall diligently work to review compliance with the above mentioned laws and regulations. If the City determines that the plat does not comply, the City may, at its discretion and upon written notification to the Developer, refuse to allow construction or development work in the plat area until the Developer

complies. Upon the City's demand, the Developer immediately shall cease work until there is compliance.

16. Third parties shall have no recourse against the City under this Agreement. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits or certificates of occupancy. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

17. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. If iron monuments are disturbed, they shall be replaced at the Developer's expense before a certificate of occupancy is granted.

18. The Developer agrees to maintain, at all times before acceptance of the Street Improvements by the City, an access road suitable for use by emergency, police and fire department equipment. The adequacy of such road shall be solely determination by the City. Furthermore, such access road shall be located no more than 150 feet from any structure built within the Subdivision.

19. The Improvements must meet the Adopted Standard Construction Specifications and Details of the City of North Mankato.

20. The Developer shall be responsible for obtaining the necessary permits including: MPCA Sanitary Sewer Extension Permit, Minnesota Department of Health Plan Review Permit, Minnesota Pollution Control Agency, NPDES Construction Stormwater Permit and any other permits necessary to construct the Improvements.

Building Permits

1. The City agrees that building permits may be issued upon approval of the Final Plat by the City Council and completion of the Improvements.

2. The Developer further agrees that City Sewer, Water, Storm Sewer, and Aggregate Base construction of the Streets and temporary street signs, will be completed prior to the issuance of building permits.

3. 4. Any stormwater ponds must be satisfactorily built in accordance with the approved plans before a building permit is issued.

5. The City agrees that certificates of occupancy will be granted when gas, electric, and telephone service are provided to the development and all other requirements have been met by the Developer.

6. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer assumes all liability and cost resulting in delays in completion of Improvements and damage to the Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties. No construction of a building and/or structure may be initiated prior to obtaining a City building permit.

Recording and Release

1. The Developer agrees that the terms of this Developer Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Developer Agreement with the Nicollet County Recorder to give notice to future purchasers and Developers.

Property Taxes

1. Should the recording of the Final Plat occur after July 1, any and all property taxes on any public property dedicated as a part of the plat shall be the responsibility of the Developer. The Developer must continue to pay all property taxes on the land described in Exhibit A on a timely manner. Failure to pay property taxes on any property on the land described in Exhibit A by the Developer or its assigns will result in the City not issuing any additional building permits.

General Provisions

1. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall constitute a waiver or release.

2. This Agreement shall run with the land and may be recorded against the title to the property described in Exhibit A. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver to the Developer a release of this Agreement.

3. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, expressed or implied, now or hereafter arising available to the City, a law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other rights, power or remedy.

4. The Developer shall require any contractor to maintain liability and personal injury insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000 in the aggregate. The City must be named as additional insured under such policy. The contractor must also maintain the adequate worker's compensation insurance and property insurance. The term of the insurance shall be renewable until the construction of the Improvements is complete.

5. All disputes associated with this Agreement, shall be submitted to District Court in Nicollet County, Minnesota. Minnesota law shall apply to all disputes.

6. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, its employees or agents or mailed to the Developer by registered mail at the following address:

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City of North Mankato
P.O. Box 2055
North Mankato, MN 56002-2055
Attention: City Administrator

CITY OF NORTH MANKATO

(SEAL)

By _____
Mayor

By _____
City Administrator


STATE OF MINNESOTA

COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, Mayor and by _____, City Administrator of North Mankato, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority of the City Council.

Notary Public


KWS, LLC

By 
Its President

STATE OF MINNESOTA

COUNTY OF BLUE EARTH

The foregoing instrument was acknowledged before me this 27th day of September,
2017, by Jeff Williams, KWS, LLC


Notary Public

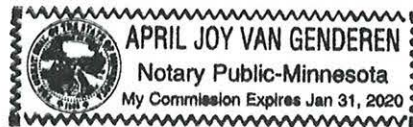
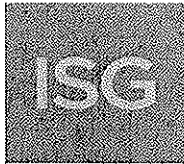


EXHIBIT A

Description:

EXHIBIT B



Preliminary Cost Estimate
September 27, 2017

The Reserve Phase 2

ITEM NO.	CONSTRUCTION ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LS	1	\$7,750.00	\$7,750.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	57	\$5.00	\$285.00
2104.513	SAWCUT BITUMINOUS PAVEMENT	LF	33	\$3.50	\$115.50
2105.501	COMMON EXCAVATION (P)(EV)	CY	427	\$10.00	\$4,270.00
2105.604	GEOTEXTILE FABRIC TYPE IV	SY	33.22	\$1.50	\$49.83
2105.604	GEOTEXTILE FABRIC TYPE V	SY	1456	\$1.50	\$2,184.00
2211.503	AGGREGATE BASE (CV) (P), CLASS 3	CY	243	\$21.00	\$5,103.00
2211.503	AGGREGATE BASE (CV) (P), CLASS 5	CY	325	\$25.00	\$8,125.00
2360.503	1.5" BITUMINOUS WEAR COURSE (SPWEB340C)	SY	1221	\$10.00	\$12,210.00
2360.503	2.5" BITUMINOUS NON-WEAR COURSE (SPNWB330C)	SY	1221	\$12.00	\$14,652.00
2451.609	GRANULAR FOUNDATION	CY	20	\$50.00	\$1,000.00
2501.515	18" RC PIPE APRON	EA	1	\$800.00	\$800.00
2502.541	6" PERF PVC PIPE DRAIN, SDR 35	LF	624	\$10.50	\$6,552.00
2502.602	6" PVC PIPE DRAIN CLEANOUT	EA	4	\$150.00	\$600.00
2502.602	4" PVC PIPE DRAIN, SDR 35 (SUMP SERVICE)	LF	100	\$10.50	\$1,050.00
2503.511	8" PVC PIPE SEWER, SDR 35	LF	343	\$40.00	\$13,720.00
2503.511	12" A2000 PVC PIPE SEWER	LF	38	\$40.00	\$1,520.00
2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LF	169	\$45.00	\$7,605.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$1,000.00	\$1,000.00
2503.602	8" X 4" PVC WYE, HEAVY WALL	EA	5	\$200.00	\$1,000.00
2503.603	4" PVC SANITARY SERVICE PIPE, SDR 26	LF	201	\$30.00	\$6,030.00
2504.602	CONNECT TO EXISTING WATER MAIN	EA	1	\$1,500.00	\$1,500.00
2504.602	HYDRANT	EA	1	\$3,750.00	\$3,750.00
2504.602	1" CORPORATION STOP	EA	5	\$245.00	\$1,225.00
2504.602	1" CURB STOP & BOX	EA	5	\$275.00	\$1,375.00
2504.603	1" WATER SERVICE	LF	212	\$25.00	\$5,300.00
2504.603	6" PVC WATERMAIN	LF	3	\$30.00	\$90.00
2504.603	8" PVC WATERMAIN	LF	333	\$35.00	\$11,655.00
2504.608	WATERMAIN FITTINGS	LBS	87	\$9.50	\$826.50
2506.501	CONST DRAINAGE STRUCTURE DESIGN 4007	LF	34.22	\$250.00	\$8,555.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN "TYPE 1"	LF	8.84	\$250.00	\$2,210.00
2506.516	CASTING ASSEMBLY, NEENAH R-1733 TWO SELF CLEANING PICKHOLES "SANITARY SEWER" IN COVER	EA	2	\$750.00	\$1,500.00
2506.516	CASTING ASSEMBLY, NEENAH R-3067 TYPE VB GRATE	EA	2	\$600.00	\$1,200.00
2506.602	INTERIOR CHIMNEY SEAL	EA	2	\$375.00	\$750.00
2506.602	MANHOLE INSERTS	EA	2	\$150.00	\$300.00
2511.501	RANDOM RIPRAP CLASS III, CLASS A	CY	17	\$75.00	\$1,275.00
2521.501	5" CONCRETE WALK (ON 6" CLASS 5 BASE)	SF	1890	\$6.00	\$11,340.00
2531.501	CONCRETE CURB AND GUTTER DESIGN S418	LF	635	\$12.00	\$7,620.00
2573.53	STORM DRAIN INLET PROTECTION	EA	6	\$150.00	\$900.00
2573.602	STABILIZED CONSTRUCTION EXIT	EA	1	\$1,000.00	\$1,000.00
2573.603	PERIMETER PROTECTION	LF	720	\$3.00	\$2,160.00
2575.502	SEED MIXTURE 25-151	AC	0.45	\$3,000.00	\$1,342.22
2575.505	SODDING TYPE SALT TOLERANT	SY	235	\$4.50	\$1,056.50
SUBTOTAL					\$162,551.55
10% CONTINGENCY					\$16,255.16
ESTIMATED CONSTRUCTION COST					\$178,806.71

CITY OF NORTH MANKATO
REQUEST FOR COUNCIL ACTION



Agenda Item #10C		Department: Community Dev.		Council Meeting Date: 10/02/17	
TITLE OF ISSUE: Consider Approving a Developer Agreement for Privately Financed Improvements for the North Gate No. 3.					
BACKGROUND AND SUPPLEMENTAL INFORMATION: This agreement is between the City of North Mankato and Hiniker Homes, Inc. outlining development expectations and responsibilities for the development of North Gate No. 3.					
If additional space is required, attach a separate sheet					
REQUESTED COUNCIL ACTION: Approve Developer Agreement for Privately Financed Improvements for North Gate No. 3					
Motion By: _____ Second By: _____ Vote Record:		SUPPORTING DOCUMENTS ATTACHED Resolution Ordinance Contract Minutes Map <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Other (specify) <u>Development Agreement</u> _____ _____ _____ _____			
_____ Aye _____ Nay _____ Whitlock _____ Steiner _____ Norland _____ Freyberg _____ Dehen		_____ Workshop <input checked="" type="checkbox"/> Regular Meeting _____ Special Meeting			
		_____ Refer to: _____ _____ Table until: _____ _____ Other: _____			

CITY OF NORTH MANKATO
NICOLLET COUNTY, MINNESOTA
DEVELOPER AGREEMENT FOR
PRIVATELY FINANCED IMPROVEMENTS
NORTH GATE NO. 3

THIS AGREEMENT, made and entered into this 27th day of September, 2017, by and between the City of North Mankato, a municipal corporation, in the State of Minnesota, hereafter called "City", and, Hiniker Homes, Inc., hereafter called the "Developer." The Developer has asked the City to approve a plat legally described in Exhibit "A" attached hereto.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

A. Developer's Responsibilities

1. The City has been petitioned by the Developer for permission to privately construct the improvements itemized in Exhibit "B" attached hereto (the "Improvements") to be paid for by the Developer.

2. The following plans shall be delivered to the City by the Developers on a time schedule set forth in this agreement.

A. Final Plat

B. Engineering Plans and Specifications for the Improvements

If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. All the foregoing plans will be prepared by and will be delivered to the City with the signature of a Minnesota registered engineer and/or surveyor.

3. The Developer shall privately finance the Improvements.

4. The Developer shall install or ensure installation at its sole cost and expense and in accordance with all state, federal and local rules, regulations, ordinances and laws the following:

- A. Site Grading Improvements**
- B. Surveying and Staking**
- C. Street Improvements**
- D. Sanitary Sewer Improvements**
- E. Water main improvements**
- F. Storm water Drainage and Storm Water Management Improvements**
- G. Temporary and Permanent Erosion Control Improvements**
- H. Setting of Lot and Block Monuments**
- I. Gas, Telephone, Cable TV and Electrical Utilities**
- J. Street Lights**
- K. Traffic Control Signage**

- L. Sidewalks
- M. Mailboxes

Unless extended in writing by the City, the Developer shall complete the Improvements described therein in Exhibit B within twelve months from the date of this Agreement. The bituminous wearing course of the Street Improvements shall be completed when all of the houses have been completed, or when the Developer is directed to complete the wearing course by the City, whichever occurs first. Prior to completion of the Improvements, the Developer shall be responsible for the necessary repairs to maintain the Improvements.

Until completion of the Street Improvements, the Developer shall be solely responsible for maintenance and repair of the Street Improvements, including but not limited to snow and ice removal, cleaning of roadway, and storm water catch basins. In the event the Developer fails to perform necessary work within 24 hours of notification from the City, the City may perform all necessary services and bill Developer for all costs to City. No building permits or certificates of occupancy will be issued to the Developer if payment for services is not paid to City within 10 days.

5. The Developer hereby grants the City, its agents, employees, officers and contractors under the construction contract a license to enter the platted property to perform all work and inspections deemed appropriate by the City during the installation of the Improvements under this Agreement. The license shall expire after all Improvements to be installed pursuant to this Agreement have been installed and accepted by the City.

6. Upon completion and acceptance of all work and construction required by this Agreement, the Improvements described in paragraph 4 under C, D, E, F, J, K and L lying within public easements and/or right-of-ways (the "Public Improvements") shall become City property without further notice or action.

7. The Developer shall promptly clean dirt and debris from streets, curb and gutter and perform all other erosion and sediment control work as required by the MPCA NPDES Construction Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) prior to the Public Improvements being dedicated to the City upon the completion of the Public Improvements.

8. All costs associated with the North Gate No.3 subdivision, including City Engineer, City Attorney, permit fees and any other city costs outlined in this Agreement shall be paid by the Developer within 30 days of receiving an invoice from the City.

The Developer will be required, upon execution of this Agreement, to furnish the City with a cash deposit, certified check or Irrevocable Letter of Credit equal to the City's liability exposure, which is determined to be one hundred ten percent (110%) of the cost of the Improvements.

If the Developer provides the City with a cash deposit, the City agrees to pay interest monthly on such deposit at the rate of interest the City earns on the investment of such funds.

If the Developer provides a letter of credit, the form of the letter of credit shall be subject to the approval of the City. The letter of credit shall be for a term ending when the Improvements are completed and accepted.

All outside consulting, legal, and engineering costs incurred by the City shall be billed directly to the Developer and paid within thirty (30) days. The City may draw down on the letter of credit for any violation of the terms of this Agreement or upon receiving notice that the letter of credit will be allowed to lapse before all Improvements have been completed and paid for.

With City approval, the letter of credit may be reduced from time to time as the Developer's financial obligations under this Agreement are paid.

9. The Developer shall warranty all work to be free of all defects in workmanship and materials for a period of one year extending from the date of acceptance by the City of the Public Improvements.

10. The Developer shall be responsible for all costs associated with construction inspections and engineering review as performed by the City Engineer.

11. Construction Staking. The Developer will provide all staking services for grading, sanitary sewer, water main, storm sewer, lot services, sidewalks, and all roadway improvements.

12. The Developer shall pay for all costs incurred by it and the City in conjunction with the development of the plat, included without limiting the generality thereof, legal, planning, engineering, inspection expenses, permits in connection with approval and acceptance of the plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

13. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting in plat approval or supervision or obligation that the City has undertaken pursuant to this Agreement. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering, attorney's fees and costs of litigation. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat or any part of it.

14. In the event of default by the Developer as to any of the work to be preformed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given the notice of work in default, not less than 24 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part and withhold the issuance of any building permit or occupancy permit.

15. The Developer represents to the City that the plat complies with all city, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. City staff and consulting engineers shall diligently work to review compliance with the above mentioned laws and regulations. If the City determines that the plat does not comply, the City may, at its discretion and upon written notification to the Developer, refuse to allow construction or development work in the plat area until the Developer complies. Upon the City's demand, the Developer immediately shall cease work until there is compliance.

16. Third parties shall have no recourse against the City under this Agreement. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits or certificates of occupancy. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

17. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. If iron monuments are disturbed, they shall be replaced at the Developer's expense before a certificate of occupancy is granted.

18. The Developer agrees to maintain, at all times before acceptance of the Street Improvements by the City, an access road suitable for use by emergency, police and fire department equipment. The adequacy of such road shall be solely determination by the City. Furthermore, such access road shall be located no more than 150 feet from any structure built within the Subdivision.

19. The Improvements must meet the Adopted Standard Construction Specifications and Details of the City of North Mankato.

20. The Developer shall be responsible for obtaining the necessary permits including: MPCA Sanitary Sewer Extension Permit, Minnesota Department of Health Plan Review Permit, Minnesota Pollution Control Agency, NPDES Construction Stormwater Permit and any other permits necessary to construct the Improvements.

Building Permits

1. The City agrees that building permits may be issued upon approval of the Final Plat by the City Council and completion of the Improvements.

2. The Developer further agrees that City Sewer, Water, Storm Sewer, and Aggregate Base construction of the Streets and temporary street signs, will be completed prior to the issuance of building permits.

3. Any stormwater ponds must be satisfactorily built in accordance with the approved plans before a building permit is issued.

4. The City agrees that certificates of occupancy will be granted when gas, electric, and telephone service are provided to the development and all other requirements have been met by the Developer.

5. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer assumes all liability and cost resulting in delays in completion of Improvements and damage to the Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties. No construction of a building and/or structure may be initiated prior to obtaining a City building permit.

Recording and Release

1. The Developer agrees that the terms of this Developer Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Developer Agreement with the Nicollet County Recorder to give notice to future purchasers and Developers.

Property Taxes

1. Should the recording of the Final Plat occur after July 1, any and all property taxes on any public property dedicated as a part of the plat shall be the responsibility of the Developer. The Developer must continue to pay all property taxes on the land described in Exhibit A on a timely manner. Failure to pay property taxes on any property on the land described in Exhibit A by the Developer or its assigns will result in the City not issuing any additional building permits.

General Provisions

1. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall constitute a waiver or release.

2. This Agreement shall run with the land and may be recorded against the title to the property described in Exhibit A. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver to the Developer a release of this Agreement.

3. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, expressed or implied, now or hereafter arising available to the City, a law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other rights, power or remedy.

4. The Developer shall require any contractor to maintain liability and personal injury insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000 in the aggregate. The City must be named as additional insured under such policy. The contractor must

also maintain the adequate worker's compensation insurance and property insurance. The term of the insurance shall be renewable until the construction of the Improvements is complete.

5. All disputes associated with this Agreement, shall be submitted to District Court in Nicollet County, Minnesota. Minnesota law shall apply to all disputes.

6. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, its employees or agents or mailed to the Developer by registered mail at the following address:

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City of North Mankato
P.O. Box 2055
North Mankato, MN 56002-2055
Attention: City Administrator

CITY OF NORTH MANKATO

(SEAL)

By _____
Mayor

By _____
City Administrator

STATE OF MINNESOTA

COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Mayor and by _____, City Administrator of North Mankato, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority of the City Council.

Notary Public

HINIKER HOMES, INC.

By Mark Hiniker
Its CEO

STATE OF MINNESOTA

COUNTY OF BLUE EARTH

The foregoing instrument was acknowledged before me this 27th day of September,
2017, by Mark Hiniker, Hiniker Homes, Inc.

Heidi A Borchardt
Notary Public

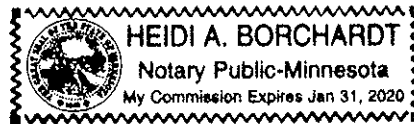


EXHIBIT A

Description:

EXHIBIT B