Pursuant to due call and notice thereof, a Council Workshop of the North Mankato City Council was held in the Municipal Building Council Chambers on July 16, 2018. Mayor Dehen called the meeting to order at 6:23 p.m. The following were present for roll call: Mayor Dehen, Council Members Steiner, Norland, Freyberg, and Whitlock, City Administrator Harrenstein, Finance Director McCann, Community Development Director Fischer and City Clerk Van Genderen.

Minnesota Community Solar Garden Program

Rick Masloski from Community Solar appeared before Council and reviewed the proposed Solar Garden subscription agreement. He stated Xcel Energy received a mandate to produce 30% of its energy through renewable resources by 2020. The program is regulated by the MN Public Utility Commission. Mr. Masloski stated the developer must build the solar garden next to a substation, the one the City of North Mankato would be subscribing to is located by Gibbon, Minnesota. The City of North Mankato will save 1 cent/kWh. North Mankato has the option to terminate the agreement in 5 years with a five year replacement period, with an estimated first five years savings of \$34,112. If the City is with the program for 25 years, the savings will be \$162,324. Mr. Masloski reported the City explored two possible rooftop solar arrays on City Hall and the Recycling Center. The rooftop capacity for City Hall would produce 17.8% of the average annual electricity use and cost \$120,000 to build; payback would begin after 23 years. An array at the Recycling Center would cover 88.7% annual usage and cost \$141,000, and payback would start after 23 years. Mr. Masloski emphasized that with the current subscription agreement the City would receive \$162,324 for the 25 years even if the City's energy consumption decreased. Council Member Freyberg stated he did not support the proposed program questioning where the money comes from and how the panels will be recycled when they are no longer viable. He noted the panels are toxic and hazardous. Mr. Masloski noted there was a renewable energy development fund that Xcel pays into. Council Member Whitlock requested why the City of North Mankato was approached. Council Member Norland stated City staff had been researching alternative energy and energy-saving approaches. Finance Director McCann emphasized this program was the only one with secured savings.

Discuss Water Meter Read Survey Results.

City Administrator Harrenstein reported a memo providing an overview of the survey results was included in the packet along with the comments that were submitted with the survey. He stated the survey was a simple two-question survey along with background information to provide context for the residents taking the survey. The results showed 60% of residents were not interested in automatic water read meters, with 39% saying yes. City Administrator Harrenstein indicated the comments against the meters provided context for the answers with several issues emerging; 1) residents did not want the surcharge, 2) residents on a fixed income, 3) some residents liked reading their meters. The comments in favor of the meters included; 1) get with the 21st century, 2) residents hate reading their meters, 3) some wish it would have occurred earlier. Finance Director McCann reported the primary reason residents were against the meters was because of the surcharge. He stated one of the primary purposes of the new meters is customer service and described a recent experience with a utility customer whose leaky toilets consumed over 30,000 gallons in one month, reporting this could have been caught earlier by the automatic reading. Finance Director McCann indicated he spoke with St. Peter who is in the process of fazing in new automatic read meters and stated they started with a pilot program that is currently being expanded. Finance Director McCann reviewed several possible options for financing the Water Meters. These options include; 1) Residents can pay up front, requiring change out in 5 years and if a person does not want to pay upfront the amount could be assessed to their property taxes, 2) require all new construction and any changed out meters be the new meters.

Mayor Dehen stated maybe the City could consider a Senior rate for those with fixed incomes. He reported a recent article suggested phasing the new meters prevents all the meters requiring replacement at the same time. Council Member Whitlock stated it would be beneficial to phase it in over a period of time starting with new construction. He commented he has a difficult time reading his meter. Council Member Steiner stated he does not have issues with reading his meter. Council Member Freyberg commented that since the City completed a survey, the Council should honor the survey results, noting he could see requiring new construction to install new meters. Council Member Whitlock noted it would be good to phase it in starting with new construction but also allowing those that would like to pay for the new meters to purchase the meters. City Administrator Harrenstein stated the City should honor the residents' responses, noting the main concern was with the surcharge for the meters. He requested direction from Council indicating he understood the Council would like City staff to provide options for phasing in the new meters.

Discuss Citizen Concerns Concerning Refuse Containers

Mayor Dehen closed the Council Workshop at 7:00 p.m.

Council Member Freyberg reported he had received several complaints concerning the fact that some people are not diligent about putting their refuse carts away. He stated Mankato implemented an Ordinance requiring residents to remove the containers from the curb and store them behind the front yard setback. Council Member Freyberg requested the City of North Mankato to consider a similar Ordinance. City Administrator Harrenstein requested front yard setbacks for R-1. Community Development Director Fischer reported on the hill the setbacks are 30-feet and in the valley, they are 20-feet. City Administrator Harrenstein stated maybe a better definition for North Mankato would be behind the building line. He reported when the new contract was awarded to West Central Sanitation in 2015, the City Council discussed a similar Ordinance, but the City Council did not move forward due to a variety of reasons. Council Member Freyberg requested City staff prepare an Ordinance for Council to consider.

	Mayor	
City Clerk		

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 July 16, 2018. 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: Council Members Steiner, Norland, Freyberg, and Whitlock, Mayor Dehen, City Administrator Harrenstein, Finance Director McCann, Attorney Kennedy, Community Development Director Fischer, City Engineer Sarff and City Clerk Van Genderen.

Approval of Agenda

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

Approval of Minutes

Council Member Freyberg moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of July 2, 2018. Vote on the motion: Steiner, Norland, Freyberg, Whitlock, and Dehen aye; no nays. Motion carried.

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. 61-18 Approving Donations/Contributions/Grants.
- C. Set Fall Drop-Off Dates for October 12-14, 2018.
- D. Approve Large Group Permit for the Greater North Kato Cook-Off on August 18, 2018, at 232 Belgrade Avenue from 8:00 a.m. to 1:00 a.m.
- E. Res. No. 62-18 Rescinding Resolution No. 60-17 and calling for a public Hearing on Proposed Property Tax Abatements for the Spring Lake Park Improvements Project.
- F. Approve Park and Audio Permit for Civic and Commerce Picnic on August 16, 2018, at Spring Lake Shelter #1, Audio from 3 pm to 9 pm.
- G. Approve Audio Permit for Blues on Belgrade on July 28, 2018, from noon to 11:00 p.m.

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

Public Comments Concerning Business Items on the Agenda

Stefanie Jaquette, 509 Wheeler Avenue, appeared before Council and stated items B & C on the Business Items were discussed at the Planning Commission and she did not believe the Planning Commission had made recommendations. Ms. Jaquette stated she believed short term rentals should not be counted as part of the rental density cap. Ms. Jaquette indicated the rental inspections should be better organized.

Business Items

Accepted the 2017 Comprehensive Annual Financial Report (CAFR).

Kyle Meyers from Abdo, Eick, & Meyers, appeared before Council and presented their findings on the 2017 North Mankato Audit. Mr. Meyers reported the Audit Opinion was clean or unmodified and the City has complied with prior year findings to insure Uniform Guidance written policies and procedures were established. He did note the City has received the GFOA Certification for the 2016 audit making it 30 years in a row.

Mr. Meyers noted the City's total net position increased by \$2,685,369 as compared to a decrease of \$768,990 in the previous year. The governmental activities revenues increased by \$1,040,128 due to an increase in property tax revenue, Tax Increment increases, Franchise tax collection increase, increased grants and contributions and the sale of the Timm Farm property to Blue Star and Palmer Bus and the land sale to O'Brien properties. Mr. Meyers stated governmental activity expenses decreased by \$1,942,441 due to the removal of various properties in 2016, public safety expenses decreased due to GASB 68, Public Works expenses increased due to various repair and maintenance items. Business-type activities revenue increased by \$661,018 due to the increased collection from water and sewer rate because of rate increases in 2017. The City's total debt decreased by \$5,156,179 during the year due to regularly scheduled debt payments. There were no debt issuances in 2017.

Mr. Meyers reported the General Fund Balance for the City of North Mankato was at 50.9% which meets the State Auditors recommendation for fund balance reserve. Mr. Meyers noted the General Fund Operations had variances. Some of the larger variances included; tax revenue over budget due to under budgeting of franchise fees and other taxes, licenses and permits revenue was over budget due to increased rental housing license rates and additional permits, intergovernmental revenue was over budget due to increases in police and fire aids, Public Works expenditures were under budget due to less street maintenance than anticipated, culture and recreation expenditures were over budget attributable to increased activity at the library, Caswell Park and other parks which was partially offset with additional revenue, transfers out were over budget due to contributions to the 2016 Construction fund to finance the municipal building improvement cost overruns. Council Member Freyberg requested clarification on the significant increase in Capital Outlay from approximately \$314,000 to approximately \$767,000. City Administrator Harrenstein stated the cost was related to HVAC system in the Police Annex, the ice rinks at Spring Lake Park, the pavement management plan and the work on the swim facility. He noted most of those items were in the budget and with continued projects he did not anticipate the outlay to decrease.

Mr. Meyers reviewed the Debt Service Fund noting several outstanding bonds would be coming off in 2019. He noted the debt service decrease anticipated in 2019 does not reflect any borrowing in 2018.

Mr. Meyers reviewed the Capital Projects Funds indicating the City should analyze project's status each year and close those that are completed. The 2015 Construction fund deficit was caused by the State advancing Municipal State Aid Funds for Streets that were received in cash by the City in 2015 and 2016 but will not be recognized as revenue until available in future years.

Mr. Meyers reviewed the Water Utility Fund, Sewer Utility Fund, Sanitary Collection Fund, Storm Water Fund, and the Solid Waste Fund. City Administrator Harrenstein noted the Solid Waste Fund Cash balance was low, but the City has accepted a low cash balance because it is a contracted service. The City Council could consider setting a fund balance during the budgeting process. Mr. Meyers recommended the City continue to review utility rates annually and determine if increases are required.

Council Member Freyberg thanked Finance Director McCann and City Administrator Harrenstein for the work in improving the financial status of the City. Finance Director McCann thanked Mr. Meyers and his team for their work on the audit. Council Member Steiner moved, seconded by Council Member Freyberg to accept the 2017 Comprehensive Annual Financial Report. Vote on the motion: Steiner, Norland, Freyberg, Whitlock, and Dehen aye; no nays. Motion carried.

Consider Request to Amend City Code Chapter 156 and Accepting the Planning Commission's Recommendations.

Community Development Director Fischer reported the request was to amend City Code Chapter 156 pertaining to fencing for in-ground swimming pools. He noted the applicant had supplied the information in Exhibit A. The current City Code states in all residential zoning districts, in-ground swimming pools are a permitted accessory use provided the pool is surrounded by a 6-foot high fence. The applicant Bryan Sowers, 23 Kelly Court, would like to change the code to say: In-ground private swimming pool or similar recreational facilities when completely enclosed within a suitable fence at least 6 feet in height or, to have an ASTM certified automatic pool cover installed over the entire surface of the in-ground pool.

Community Development Director Fischer noted the Planning Commission held considerable discussion concerning the safety, mechanism concerns for neighbors, energy savings and inspections. The Planning Commission did recommend the changes and if the City Council approved of the changes a Public Hearing would be set. City Administrator Harrenstein requested clarification on if those in higher density R-3 or R-4 Zoning District would have the option. City Attorney Kennedy noted the Planning Commission did not specifically discuss higher density areas. Community Development Director Fischer commented that single family homes also exist in R-3 and R-4 Zoning Districts. Mayor Dehen commented there may be concerns when the pool is used by multiple families concerning who would be responsible for ensuring the cover was closed. Brian Sowers appeared before Council and reported the ASTM pool covers are designed for residential application and not commercial application which would be possible in an R-3 or R-4. He stated the pool covers have been found to be better safety mechanisms than fences. Attorney Kennedy suggested including in the code a defined square footage as a maximum area that can be covered by an ASTM pool cover. Council Member Freyberg expressed concerns about going from a permanent defined structure to relying on residents to remember to close their pool covers. Council Member Norland advocated requiring both. Mr. Sowers noted the pool cover is more expensive than a fence and since 2015 most pool deaths occurred in fenced pools, not pools with covers. Mayor Dehen requested staff review language concerning residential and commercial properties. City Administrator Harrenstein stated staff would draft code differentiating between commercial and non-commercial classification and submit to Council before setting a public hearing.

Consider Short-Term Rental Ordinance and Accepting the Planning Commission's Recommendations.

Community Development Director Fischer reported the Planning Commission did not make a recommendation on the proposed Ordinance. He stated City staff brought the Ordinance forward after discovering several Airbnb's in North Mankato. Currently, City Code does not have language to manage short-term rental's and the City would like to recognize and inspect the rentals. At the Planning Commission concerns were discussed about the proposed use of a Conditional Use Permit (CUP), the use of a CUP would require that neighbors are made aware of the properties use. Community Development Director Fischer stated a consensus was not reached concerning the proposed use of the CUP, with some advocating for a separate license and discussion on how this would impact neighborhoods with rental density limits. Discussion was also held about owner involvement with the Airbnb's including absentee owners. The Planning Commission requested staff provide additional information. Mayor Dehen requested clarification on how other communities manage Airbnb's. Community Development Director Fischer stated there is a wide variety of ways including a permit with no restrictions, a permit with restrictions, and no permits. He stated staff did reach out to owners of North Mankato Airbnb's and received one comment which Council can review. City Attorney Kennedy stated some of the Planning Commission members were concerned about the cost for the CUP which is \$400.00. There was confusion if the Airbnb's would be counted as a rental

with concerns about the rental density cap. City Administrator Harrenstein stated the Planning Commission and staff will continue to work on the project. Council Member Norland noted there were still many questions. City Administrator Harrenstein stated a CUP would guarantee neighbors would automatically be notified. Attorney Kennedy requested clarification on the frequency of inspections. Community Development Director Fischer indicated a process has been implemented and the Fire Department volunteers are systematically completing inspections, but there is a learning curve as they are finding many problems requiring coordination with the owners and inspections department to ensure everything is brought to code.

Review Draft of Commerce Drive Redevelopment Plan Chapter VII.

Bolton & Menk Engineer Matt Lassonde appeared before Council and reviewed the draft of Commerce Drive Redevelopment Plan Chapter VII and the survey results. The design chapter included a review of the buildings, with participants noting a lack of cohesive designs and an auto oriented development. Potential improvements to building design was discussed possibly using a Redevelopment Deferred Loan Program similar to what was utilized during the Belgrade Avenue Master Plan process. Mr. Lassonde also reviewed the streetscape which was considered congested with narrow sidewalks and lack of amenities including benches or trees. Proposed possible improvements included branding with banners or wayfinding, street beautification including planters, trees and public art, enhanced infrastructure such as wider sidewalks and possibly a mid-block crossing and public gathering space such as seating areas. Mr. Lassonde reviewed the survey results with 650 respondents with many respondants interested in additional restaurants, retail variety, grocery stores and enhanced safety and beautification. He indicated the next steps in the process would include providing a long term vision for redevelopment of the area and bringing specific options for specific properties, reaching out to stakeholders and continued work on the design. City Administrator Harrenstein noted the engineering team would present the final appendices in September and begin open houses in October. Discussion was held concerning the need for finalized design guidelines for the scheduled federally funded 2020 resurface. City Engineer Sarff reviewed the information that will need to be ready by early January including a discussion on pedestrian enhancements which would include a multi-use trail and a mid-block crossing. Additional discussion was held concerning realigning access points to maintain accessibility while improving safety.

Solar Garden Subscription Agreement

Council Member Norland moved, seconded by Council Member Steiner to approve the Solar Garden Subscription Agreement. Vote on the motion: Steiner, Norland, Whitlock, and Dehen aye; Freyberg nay. Motion carried.

Open Forum

Barb Church, 102 Wheeler Avenue, appeared before Council and thanked the Police and Public Works Departments for the assistance following a Storm Water Main collapse. She thanked staff and Council for listening to the meter read survey results commenting older technology prices often do not increase. Ms. Church stated if the residents pay for the meters they should own the meter, not the City.

Stefanie Jaquette, 509 Wheeler Avenue, appeared before Council and stated she believed the City should have done a better job of informing residents about the sewer that was discharged into Spring Lake Park after the sewer main collapsed.

City Administrator and Staff Comments

None.

Mayor and Council Comments

Council Member Whitlock commented the Blues on Belgrade will be on July 28, 2018.

Council Member Steiner stated the public should be informed.

City Administrator Harrenstein stated the City has not received notice from the MPCA that the water at Spring Lake Pond is harmful to residents. The City did post notification around Spring Lake Pond immediately following the incident as a precaution. He stated the City provided a press release to all media outlets and informed citizens that were affected by backup to bring everything out to the curb for curbside pickup. City Administrator Harrenstein noted City crews responded quickly to the incident to minimize damage to resident homes. While it was a large release it is definitely not the only release of sewage into the river in 2018, with 80 discharges this year around the State of Minnesota.

Mayor Dehen stated when the sinkhole was discovered there was discussion about requesting residents to reduce water usage, and it was determined that if consumption was decreased the concentration of effluent would increase. While 4.6 million is a large volume the concentration of effluent was kept low. Mayor Dehen stated staff salvaged most of lower North, unfortunately approximately 25 homes experienced backup, but staff did an admirable job preventing additional property damage. Staff contained the issue within 24 to 48 hours. He commented that considering what happened it was as good of a result as the City could have hoped for considering the age of the infrastructure. City staff did a great job.

Mayor Dehen commented that River Ramble will be October 7, 2018.

City Administrator Harrenstein welcomed the new Public Works Director Nate Host who began his duties on July 16, 2018.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting was adjourned at 8:58 p.m.

	Mayor	
City Clerk		



CERTIFICATE OF RECOGNITION

WHEREAS, Victor Paradis will be honored on July 29th by friends and relatives on the occasion of his 100th birthday; and

WHEREAS, he married Lucille on November 4, 1946, and this marriage was blessed with children, grandchildren and great-grandchildren; and

WHEREAS, Victor served in the Navy during World War II and was present during the attack on Pearl Harbor on December 7, 1941; and

WHEREAS, he served as a mechanic on the U.S.S. Northampton when it was struck by a Japanese torpedo and during the fiery aftermath helped launch life rafts before leaving the ship; and

WHEREAS, Victor continued to serve in the Navy through December of 1945; and

WHEREAS, during a long and productive lifetime, he has demonstrated in countless ways his dedication to his country and his community; and

WHEREAS, he has lived during the most eventful century of this world's history, and in his way has been a force for good and a stabilizing influence on those around him.

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of North Mankato, I do hereby deem it an honor and pleasure to extend this Certificate of Recognition to Victor Paradis on the occasion of his 100th birthday, with sincere congratulations and best wishes for many more happy, productive years in the future.

Dated this 29th day of July 2018.





CITY OF NORTH MANKATO

NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENTS FOR THE SPRING LAKE PARK IMPROVEMENTS PROJECT

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will hold a public hearing at a meeting of the Council beginning at 7:00 p.m., on Monday, August 6, 2018, to be held at the North Mankato City Hall, 1001 Belgrade Avenue, North Mankato, Minnesota, on the proposal that the City abate property taxes levied by the City on the following property identified as tax parcel identification numbers (the "Property"):

18.766.0010	18.413.0010	18.557.0960	18.557.2870
18.557.1090	18.542.0060	18.413.0090	18.557.0440
18.872.0010	18.812.0030	18.557.1070	18.557.2520
18.557.2470	18.542.0040	18.557.0140	18.708.0010
18.557.0480	18.798.0020	18.413.0140	18.413.0050
18.557.0490	18.798.0140	18.557.0240	18.557.0500
18.542.0070	18.798.0150	18.799.0010	18.799.0050
18.557.0950	18.557.0740	18.413.0080	18.542.0100
18.001.0200	18.557.2750	18.557.2630	18.551.0040
18.798.0080	18.557.0550	18.557.0840	18.799.0030
18.798.0090	18.620.0030	18.812.0045	18.564.0030
18.425.0040	18.557.0360	18.798.0160	18.425.0060
18.557.0880	18.413.0180	18.413.0070	18.812.0010
18.557.0920	18.557.0395	18.798.0100	18.557.0900
18.557.2680	18.542.0050	18.557.1040	18.557.2700
18.557.2610	18.557.1020	18.812.0040	18.425.0110
18.001.0400	18.557.1050	18.775.0010	18.557.0400
18.799.0080	18.873.0030	18.247.0020	18.557.2330
18.871.0030	18.557.2370	18.551.0050	18.557.0610
18.557.0450	18.557.2640	18.557.1150	18.557.0620
18.871.0040	18.872.0030	18.557.2580	18.557.0530
18.557.0770	18.557.1110	18.557.0420	18.557.2510
18.557.2980	18.424.0040	18.873.0020	18.871.0020
18.557.0850	18.557.0220	18.557.1000	18.564.0025
18.557.0690	18.557.0810	18.620.0020	18.425.0010
18.413.0120	18.708.0030	18.557.1030	18.557.0700
18.684.0030	18.557.0990	18.798.0130	18.425.0120
18.798.0040	18.872.0070	18.424.0080	18.557.0520
	i.		

18.557.0580	18.798.0110	18.542.0030	18.557.2450
18.799.0040	18.798.0120	18.557.0910	18.342.0020
18.424.0070	18.542.0120	18.557.2600	18.564.0015
18.557.0710	18.557.0860	18.557.2490	18.413.0190
18.413.0020	18.557.0930	18.557.2560	18.557.0760
18.557.0510	18.557.0750	18.799.0070	18.551.0020
18.557.0130	18.557.2420	18.425.0080	18.456.0010
18.413.0150	18.592.0040	18.557.2350	18.557.2770
18.413.0100	18.557.2690	18.557.2400	18.557.2780
18.557.2670	18.557.0980	18.557.1120	18.557.0800
18.557.0340	18.798.0050	18.557.1130	18.812.0020
18.542.0090	18.798.0060	18.557.0070	18.557.0250
18.557.2760	18.542.0110	18.542.0010	18.557.0600
18.557.2480	18.551.0030	18.708.0050	18.557.0460
18.872.0080	18.620.0040	18.557.2540	18.557.0470
18.557.0590	18.557.0890	18.708.0020	18.413.0160
18.557.0720	18.542.0130	18.798.0170	18.413.0040
18.425.0100	18.557.0410	18.798.0180	18.592.0080
18.424.0050	18.557.0123	18.798.0190	18.592.0070
18.425.0020	18.557.0230	18.592.0010	18.557.0540
18.425.0090	18.592.0030	18.557.0370	18.424.0030
18.557.2500	18.684.0020	18.557.0680	18.424.0020
18.708.0051	18.872.0040	18.557.2740	18.424.0010
18.478.0050	18.557.2390	18.342.0010	18.873.0010
18.871.0010	18.557.2590	18.001.0075	18.557.2730
18.592.0050	18.557.2340	18.872,0050	18.542.0080
18.424.0060	18.798.0030	18.557.2710	18.413.0130
18.557.0790	18.001.0100	18.592.0020	18.557.2430
18.557.2380	18.413.0060	18.551.0010	18.557.2650
18.001.0500	18.557.2410	18.557.0560	18.557.0390
18.542.0150	18.557.0870	18.557.0940	18.557.0430
18.542.0160	18.872.0060	18.684.0010	18.557.0670
18.557.0380	18.798.0070	18.413.0030	18.557.2460
18.557.1140	18.592.0060	18.557.2530	18.425.0070
18.557.1160	18.557.2660	18.557.2570	18.557.1010
18.873.0040	18.872.0020	18.557.0820	18.557.2720
18.557.2440	18.799.0020	18.542.0140	18.542.0020
18.557.0630	18.708.0052	18.557.0970	18.557.1080
18.413.0170	18.708.0053	18.425.0050	18.557.0780
18.799.0060	18.557.2550	18.557.0110	18.557.0570
18.001.0300	18.557.0350	18.798.0010	18.620.0010

18.557.0830	18.612.0260	18.412.0020	18.423.0400
18.873.0050	18.531.0170	18.794.0010	18.453.0010
18.425.0030	18.531.0180	18.703.0100	18.423.0340
18.557.2620	18.423.0480	18.880.0010	18.423.0350
18.001.0060	18.794.0020	18.012.1700	18.012.2300
18.531.0100	18.703.0030	18.422.0110	18.412.0010
18.422.0050	18.423.0630	18.594.0030	18.557.1960
18.531.0090	18.557.1310	18.423.0280	18.552.0050
18.531.0080	18.612.0250	18.557,2250	18.552.0060
18.531.0070	18.048.0010	18.557.1860	18.612.0200
18.612.0020	18.557.1320	18.531.0210	18.531.0010
18.831.0030	18.612.0050	18.612.0110	18.012.1900
18.412.0060	18.880.0020	18.423.0540	18.531.0230
18.612.0120	18.831.0020	18.552.0070	18.423.0510
18.612.0280	18.612.0160	18.557.1250	18.557.0020
18.531.0110	18.612.0150	18.012.1800	18.703.0040
18.423.0650	18.612.0140	18.423.0330	18.703.0050
18.557.2320	18.423.0660	18.423.0270	18.557.1940
18.880.0140	18.612.0030	18.552.0030	18.557.1950
18.423.0260	18.531.0040	18.552.0010	18.612.0040
18.612.0060	18.531.0050	18.531.0020	18.423.0580
18.594.0020	18.531.0060	18.557.1200	18.557.1240
18.557.2100	18.423.0590	18.412.0040	18.880.0120
18.453.0040	18.552.0090	18.412.0050	18.880.0100
18.423.0450	18.557.2120	18.612.0270	18.423.0310
18.423.0440	18.612.0090	18.703.0010	18.557.2090
18.557.2190	18.531.0030	18.594.0040	18.557.2180
18.557.1970	18.703.0090	18.423.0320	18.557.2110
18.557.1190	18.703.0080	18.557.2070	18.423.0390
18.423.0560	18.557.1230	18.552.0100	18.012.2000
18.423.0250	18.703.0070	18.880.0150	18.423.0290
18.831.0010	18.423.0470	18.557.0030	18.423.0300
18.422.0040	18.557.1290	18.012.2200	18.423.0420
18.423.0380	18.557.1300	18.612.0195	18.831.0040
18.531.0240	18.612.0190	18.557.1220	18.012.1300
18.531.0220	18.423.0520	18.557.1170	18.423.0570
18.423.0550	18.423.0530	18.557.1180	18.531.0200
18.412.0030	18.423.0360	18.557.2260	18.531.0190
18.423.0500	18.423.0370	18.422.0120	18.557.2010
18.612.0170	18.612.0010	18.422.0080	18.612.0330
18.423.0410	18.531.0160	18.422.0090	18.557.2130

18.703.0060	18.552.0020	18.557.1880
18.423.0240	18.557.2240	
18.594.0010	18.557.2040	
18.557.1270	18.557.2080	
18.423.0460	18.557.2050	
18.423.0670	18.531.0130	
18.422.0060	18.422.0100	
18.880.0040	18.453.0020	
18.557.1210	18.423.0430	
18.531.0140	18.557.1260	
18.531.0150	18.453.0030	
18.012.1600	18.557.2270	
18.557.2140	18.557.2230	
18.557.2315	18.557.1890	
18.557.2160	18.612.0100	
18.557.2030	18.612.0320	
18.880.0030	18.612.0310	
18.612.0080	18.423.0600	
18.557.1980	18.422.0130	
18.557.1990	18.422.0140	
18.557.1280	18.422.0150	
18.557.2200	18.423.0680	
18.557.1920	18.612.0180	
18.557.1930	18.612.0300	
18.422.0020	18.612.0290	
18.612.0220	18.552.0080	
18.612.0230	18.423.0690	
18.612.0240	18.880.0110	
18.012.1500	18.612.0070	
18.880.0090	18.703.0020	
18.880.0070	18.423.0620	
18.612.0130	18.423.0610	
18.880.0060	18.552.0040	
18.880.0050	18.557.2220	
18.453.0050	18.012.2100	
18.012.1400	18.422.0030	
18.423.0490	18.422.0070	
18.557.2060	18.557.1870	
18.557.2280	18.557.2210	
18.557.2290	18.557.2020	
18.557.2300	18.880.0130	

The total amount of the taxes proposed to be abated by the City on the Property for up to a 15 year period is estimated to be not more than \$4,200,000. The City Council will consider the property tax abatement to finance improvements to Spring Lake Park located at 641 Webster Avenue in the City. Spring Lake Park contains the Spring Lake Park Swim Facility which is owned by the City and managed by the Mankato Family YMCA, a 501(c)(3) non-profit organization. The public hearing is also being held pursuant to Section 147(f) of the Internal Revenue Code (the "Code") because the proposed bonds will be issued as "qualified 501(c)(3) bonds" under the Code.

The City proposes to issue General Obligation Tax Abatement Bonds in the amount not to exceed \$4,200,000 to finance the Spring Lake Park improvements project.

All interested persons may appear at the August 6, 2018 public hearing and present their views orally or in writing.

Public Hearing

AFFIDAVIT OF PUBLICATION

July 18, 2018

NOTICE OF PUBLIC HEARING

REGARDING PROPOSED PROPERTY TAX ABATEMENTS

FOR THE SPRING LAKE PARK IMPROVEMENTS PROJECT

NOTICE IS HEREBY GIVEN that the City council of the City of North Mankato, Minnesota, will hold a public hearing at a meeting of the Council beginning at 7:00 p.m., on Monday, August 6, 2018, to be held at the North Mankato City Hall, 1001 Belgrade Avenue, North Mankato, Minnesota, on the proposal that the City abate property taxes levied by the City on the following property identified as tax parcel identification numbers (the "Property"):

	mbers (the "Prope	rty"):	ic following prope	•	an parcer
18.766.0010 18.557.1090 18.872.0010	18.413.0050 18.557.0500	18.557.2390	18.557.0390 18.557.0430	18.423.0520 18.423.0530 18.423.0360	18.703.0060 18.423.0240
18.872.0010	18.799.0050	18.557.2590 18.557.2340	18.557.0670	18.423.0360	18 594 0010
18.557,2470 18.557,0480	18.542.0100 18.551.0040	18,798,0030 18,001,0100	18.557.2460 18.425.0070	18.423.0370 18.612.0010	18.557.1270 18.423.0460 18.423.0670
18.557.0490	18.799.0030	18 413 0060	18.557.1010	18.531.0160	18.423.0670
18.542.0070 18.557.0950	18.564.0030	18.557.2410 18.557.0870 18.872.0060	18.557.1010 18.557.2720 18.542.0020	18.531.0160 18.412.0020 18.794.0010	18,422,0060
18.001.0200	18.425.0060 18.812.0010 18.557.0900	18.872.0060	18.557.1080	18.703.0100	18.880.0040 18.557.1210
18.798.0080	18.557.0900	18.798.0070	18.557.0780	18.880.0010	18.531,0140 18.531,0150
18.798.0090 18.425.0040	18.557.2700 18.425.0110	18.557.2660	18.557.0570 18.620.0010	18.012.1700 18.422.0110	18.012,1600
18.557.0880	18.557.0400	18.872.0020	18.557.0830		18.012,1600 18.557,2140 18.557,2315
18.557.0880 18.557.0920 18.557.2680	18.557.0400 18.557.2330 19.557.0610	18.792.0060 18.592.0060 18.557.2660 18.872.0020 18.799.0020	18.873.0050 18.425.0030	18.423.0280 18.557.2250	18.557.2160
18.557.2610	16.337.0620	18.708.0053	18.557.2620 18.001.0060	18.337.1660	18.557.2030 18.880.0030
18.001.0400 18.799.0080	18.557.0530 18.557.2510	18.557.0350	18.531.0100 18.422.0030	18,531.0210 18,612.0110	18,612,0080
18.871.0030 18.557,0450 18.871.0040	18.871.0020	18.557.2550 18.557.2550 18.557.0350 18.542.0030 18.557.0910 18.557.2600	18.422,0050 18.531,0090	18.531.0210 18.612.0110 18.423.0540 18.552.0070 18.557.1250 18.012.1800	18.612.0080 18.557.1980 18.557.1990 18.557.1280
18.871.0040	18.564.0025 18.425.0010	18.557.2600	18.531.0080	18.557.1250	18.557,1280
18 557 0770	18.557.0700	10.00 6.2480	18.531.0070	18.012.1800	TA DO LAZUU
18.557.2980 18.557.0850	18.425.0120 18.557.0520	18.557.2560 18.799.0070	18.612.0020 18.831.0030	18.423.0330 18.423.0270	18.557,1920 18.557,1930
18,557,0690	18.557.0580	18.425.0080 18.557.2350 18.557.2400 18.557.1120	18.412.0060	19 552 0030	18 422 0020
18.413.0120 18.684.0030	18.799.0040 18.424.0070	18.557.2400	18.612.0120 18.612.0280	18.552.0010 18.531.0020 18.557.1200	18.612.0220 18.612.0230
18.798.0040	18.557.0710	18.557.1120	18.531.0110	18,557,1200	18.612.0240
18.413.0010 18.542.0060	18.413.0020 18.557.0510 18.557.0130	18.557.1130 18.557.0070 18.542.0010	18.423.0650 18.557.2320	18.412.0040 18.412.0050	18.012.1500 18.880.0090
18.812.0030	18.557.0130	18,542,0010	18.880.0140	18.412.0050 18.612.0270	18,880,0070
18.542.0040 18.798.0020	18.413.0150 18.413.0100	18.708.0050 18.557.2540 18.708.0020	18.423.0260 18.612.0060	18.703.0010 18.594.0040	18.612.0130 18.880.0060
18.798.0020 18.798.0140	18.413.0100 18.557.2670	18.708.0020	18.594.0020	18.423.0320	18,880,0050
18.798.0150 18.557.0740	18.557.0340 18.542.0090	18.798.0170 18.798.0180	18.557.2100 18.453.0040	18.557.2070 18.552.0100	18.453.0050 18.012.1400
18.557.0740 18.557.2750	18.542.0090 18.557.2760 18.557.2480	18.798.0190	18.423.0450	18.880.0150	18.012.1400 18.423.0490 18.557.2060
18.557.0550 18.620,0030	18.557.2480 18.872.0080	18.592.0010 18.557.0370	18.423.0440 18.557.2190	18.557.0030 18.012.2200	18.557,2060 18.557,2280
18.557.0360 18.413.0180	18.872.0080 18.557.0590 18.557.0720	18.557.0370 18.557.0680 18.557.2740	18.557.1970	18.012.2200 18.612.0195 18.557.1220	18.557.2280 18.557.2290
18.413.0180 18.557.0395	18.557.0720 18.425.0100	18.557.2740 18.342.0010	18.557.1190 18.423.0560	18.557.1220 18.557.1170	18.557.2300 18.552.0020
18.542.0050 18.557.1020	18.424.0050	18.001,0075 18.872.0050	18.423.0560 18.423.0250	18.557.1180	18.552.0020 18.557.2240 18.557.2040
18.557.1020 18.557.1050	18.425.0020	18.872.0050 18.557.2710	18.831.0010 18.422.0040 18.423.0380	18.557.1170 18.557.1170 18.557.2260 18.422.0120 18.422.0080 18.422.0090	18.557,2040
18.873.0030 18.557.2370	18.425.0020 18.425.0090 18.557.2500	18.557,2710 18.592,0020 18.551,0010	18.423.0380	18.422.0080	18.557.2080 18.557.2050
18.557.2370 18.557.2640	18 478 0050	18,551,0010 18,557,0580	18.531.0240 18.531.0220	18.422.0090	18.531.0130 18.422.0100
18.872.0030	18.871.0010	18.557.0560 18.557.0940 18.684.0010	18.423.0550	18.422.0090 18.423.0400 18.423.0340 18.423.0350 18.423.0350 18.012.2300 18.412.0010 18.557.1960	18 453 0020
18.557.1110 18.424.0040	18.592.0050 18.424.0060	18.684.0010 18.413.0030	18.412.0030 18.423.0500	18.423.0340	18.423.0430 18.557.1260
18.557.0220	18.557.0790 18.557.2380	18.557.2530 18.557.2570	18 612 0170	18.012.2300	18.453.0030 18.557.2270
18.557.0810 18.708.0030	18.557.2380 18.001.0500	18.557.2570 18.557.0820	18.423.0410 18.612.0260	18.412.0010	18.557.2270 18.557.2230
18,557,0990	10 540 0150	18.542.0140	18.531.0170	18.552.0050	18.557,1890
18.872.0070 18.557.0960	18.542.0160 18.557.0380	18.557.0970 18.425.0050	18.531.0180 18.423.0480	18.552.0060 18.612.0200	18.612.0100 18.612.0320
18.413.0090	18.542.0160 18.557.0380 18.557.1140 18.557.1160 18.873.0040	18.425.0050 18.557.0110	18.794.0020	18.552.0050 18.552.0060 18.612.0200 18.612.0200	18.612,0310
18.413.0090 18.557.1070 18.557.0140	18.557.1160 18.873.0040	18.798.0010 18.557.2450 18.342.0020	18.703.0030 18.423.0630	18.012.1900 18.531.0230	18.423.0600 18.422.0130
18.413.0140	18.557.2440 18.557.0630	18.342.0020	18.557.1310 18.612.0250	18 423.0510	18.422,0140
18.413.0140 18.557.0240 18.799.0010	18.357.0630 18.413.0170	18.564.0015 18.413.0190	18.612.0250 18.048.0010	18.557.0020 18.703.0040	18.422,0150 18.423,0680
18.413.0080	18.799.0060	18.557.0760	18.557.1320	18 703 0050	18 612 0180
18.413.0080 18.557.2630 18.557.0840	18.001.0300 18.798.0110	18.551.0020 18.456.0010	18.612.0050 18.880.0020	18.557.1940 18.557.1950 18.612.0040	18.612.0300 18.612.0290
18.812.0045	18.798.0120	18.557.2770 18.557.2780 18.557.0800	18.831.0020	18.612.0040	18.552.0080
18.798.0160 18.413.0070	18.542.0120 18.557.0860	18.557.2780 18.557.0800	18.612.0160 18.612.0150	18.423.0580 18.557.1240	18.423.0690 18.880.0110
18.798.0100	18.557.0930 18.557.0750 18.557.2420	18.812,0020	18.612.0140	18.880.0120	18.612.0070 18.703.0020 18.423.0620 18.423.0610
18.557.1040 18.812.0040	18.557.0750 18.557.2420	18.557,0250 18.557,0600	18.423.0660 18.612.0030	18.880.0100 18.423.0310	18,703,0020
18.775.0010	18.592.0040	18.557.0460	18.531.0040	18.423.0310 18.557.2090	18.423.0610
18,247,0020	18.557,2690 18.557,0980	18.557.0470 18.413.0160	18.531.0050 18.531.0060	18.557.2180	18,552,0040
18.551.0050 18.557.1150	18.798.0050	18.413.0160 18.413.0040	18.423.0590	18.557.2190 18.557.2180 18.557.2110 18.423.0390 18.012.2000 18.423.0390 18.423.0300	18,552,0040 18,557,2220 18,012,2100
18.557.2580	18.798.0060 18.542.0110	18.592.0080 18.592.0070 18.557.0540	18.552.0090 18.557.2120	18.012.2000	18.422.0030 18.422.0070 18.557.1870 18.557.2210
18.557.0420 18.873.0020	18.542.0110 18.551.0030	18.557.0540	18.612.0090	18.423.0300	18.557.1870
18.557.1000 18.620.0020	18.620.0040	18.424.0030 18.424.0020	18.531.0030		18.557.2210
18.557.1030	18.557.0890 18.542.0130	18 424 0616	18.703.0090 18.703.0080	18.831.0040 18.012.1300 18.423.0570	18.557.2020 18.880.0130
18 798 0130	18.557.0410 18.557.0123	18.873.0010 18.557.2720	18.557.1230 18.703.0070	18.423.0570 18.531.0200	18.557.1880
18.424.0080 18.557.2870 18.557.0440	18.557.0230	18.873.0010 18.557.2730 18.542.0080	18 423 0470	18.531.0190	
18.557.0440 18.557.2520	18.592.0030 18.684.0020	18.413.0130 18.557.2430	18.557.1290 18.557.1300	18.531.0190 18.557.2010 18.612.0330	

The total amount of the taxes proposed to be abated by the City on the Property for up to a 15 year period is estimated to be not more than \$4,200,000. The City Council will consider the property fax abatement to finance improvements to Spring Lake Park located at 641 Webster Avenue in the City. Spring Lake Park contains the Spring Lake Park Swim Pacility which is owned by the City and managed by the Mankato Family YMCA, a 501(c/3) non-profit organization. The public hearing is also being held pursuant to Section 147(f) of the Internal Revenue Code (the "Code") because the proposed bonds will be issued as "qualified 501(c/3) bonds" under the Code.

The City proposes to issue General Obligation Tax Abatement Bonds in the amount not to exceed \$4,200,000 to finance the Spring Lake Park improvements project.

All interested persons may appear at the August 6, 2018 public hearing and present their views orally or in writing.

Minnesota, ss

Blue Earth
, being duly sworn, on oath states as follows: iblisher of The Free Press, or the publisher's yent. I have personal knowledge of the facts Affidavit, which is made pursuant to Minnesota A.07.
aper has complied with all of the require- titute a qualified newspaper under Minnesota ig those requirements found in Minnesota A.02.
of the month and the year and day of the thich the public notice attached/copied below in the newspaper are as follows:
! in the newspaper are as joilows. !which is ! cut from the columns of said newspaper, and
and published once each week, for suc-
i; it was first published on Thursday y of July , 2018 , and was thereaf- nd published on every Thursday to and Thursday the 19 day of
, 20 <u>18</u> ; and printed below is a copy case alphabet from A to Z, both inclusive, which
cnowledged as being the size and kind of type omposition and publication of the notice: abcdefghijklmnopqrstuvwxyz
her's lowest classified rate paid by commer- comparable space, as determined pursuant to as follows: \$67.73 to Minnesota Statutes \$580.033 relating to on of mortgage foreclosure notice: The newspa- office is located in Blue Earth County. The complies with the conditions described in d. 1, clause (1) or (2). If the newspaper's known e is located in a county adjoining the county ortgaged premises or some part of the mort- ses described in the notice are located, a sub- ion of the newspaper's circulation is in the lat-
YOUR AFFIANT SAITH NOT. By: Scoophi
Steve Jameson, Publisher
nd sworn to before me on this day, 20_18

SHARON L. TOLAND Some of the state of the st

ic

Claims List - Regular By Vendor Name

City of North Mankato, MN

Date Range: 8-6-18

Vendor Number Bank Code: APBNK-A	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
bain code. Ar bitt-A	**Void**	08/06/2018	Regular	0	_	89567
00416	1st LINE/LEEWES VENTURES LLC	08/06/2018	Regular	0	1,142.05	89558
00008	A+ SYSTEMS GROUP	08/06/2018	Regular	0	224.55	89559
00009	A-1 KEY CITY LOCKSMITHS, INC	08/06/2018	Regular	0	8.00	89560
00012	ABDO, EICK & MEYERS, LLP	08/06/2018	Regular	0	11,400.00	89561
00030	AHLMAN'S	08/06/2018	Regular	0	1,190.00	89562
02827	AMERIPUMPS	08/06/2018	Regular	0	1,544.24	89563
00083	ANDERSON-CRANE RUBBER CO. INC.	08/06/2018	Regular	0	271.33	89564
00117	BARCO MUNICIPAL PRODUCTS, INC.	08/06/2018	Regular	0	1,431.37	89565
00137	BENCO ELECTRIC COOPERATIVE	08/06/2018	Regular	0	31,544.96	89566
00153	BLUE EARTH COUNTY	08/06/2018	Regular	0	645.00	89568
02317	BOEHLKE, LISA	08/06/2018	Regular	0	222.00	89569
00179	BOUND TREE MEDICAL LLC	08/06/2018	Regular	0	349.82	89570
00188	BRANDT LAW OFFICE, P.A.	08/06/2018	Regular	0	31.00	89571
00195	BROCK WHITE COMPANY LLC	08/06/2018	Regular	0	36.89	89572
02637	C & H SPORT SURFACES, INC.	08/06/2018	Regular	0	1,850.00	89573
00232	CEMSTONE CONCRETE MATERIALS, LLC	08/06/2018	Regular	0	474.00	89574
02757	CINTAS	08/06/2018	Regular	0	300.61	89575
00255	CITY OF MANKATO	08/06/2018	Regular	0	12,261.61	89576
00270	CMI, INC.	08/06/2018	Regular	0	180.00	89577
00274	COALITION OF GREATER MINNESOTA CITIES	08/06/2018	Regular	0	520.00	89578
02749	COMMUNICATION STRATEGIES LLC	08/06/2018	Regular	0	1,080.00	89579
00305	CROP PRODUCTION SERVICES, INC.	08/06/2018	Regular	0	86.12	89580
00314	CURTIS 1000, INC MIDWEST	08/06/2018	Regular	0	1,772.10	89581
00315	CUSHMAN MOTOR CO., INC	08/06/2018	Regular	0	62.65	89582
00322	DALCO	08/06/2018	Regular	0	105.11	89583
02275	DEM-CON MATERIALS & RECOVERY	08/06/2018	Regular	0	1,350.66	89584
00344	DIAMOND VOGEL PAINT CENTER	08/06/2018	Regular	0	29.50	89585
00348	DIRT MERCHANT, INC.	08/06/2018	Regular	0	11,927.95	89586
02843	DRILL, DENISE	08/06/2018	Regular	0	500.00	89587
00074	EARL F. ANDERSEN INC.	08/06/2018	Regular	0	358.85	89588
00381	ELECTRICAL & COMMUNICATION SPECIALISTS	08/06/2018	Regular	0	933.00	89589
00386	EMERGENCY APPARATUS MAINTENANCE, INC	08/06/2018	Regular	0	4,428.32	89590
00404	FASTENAL COMPANY	08/06/2018	Regular	0	43.39	89592
00409	FERGUSON ENTERPRISES, INC #1657	08/06/2018	Regular	0	244.99	89593
00432	FLEETPRIDE	08/06/2018	Regular	0	163.12	89594
00449	FREE PRESS MEDIA	08/06/2018	Regular	0	311.88	89596
00447	FREE PRESS	08/06/2018	Regular	0	1,916.26	89595
00465	GALE/CENGAGE LEARNING	08/06/2018	Regular	0	295.06	89597
00473	GENERATOR SYSTEM SERVICES, INC.	08/06/2018	Regular	0	3,170.00	89598
00479	GM CONTRACTING, INC.	08/06/2018	Regular	0	41,910.00	89599
00499	GRAINGER	08/06/2018	Regular	0	222.73	89600
00503	GREAT AMERICAN BUSINESS PRODUCTS	08/06/2018	Regular	0	31.98	89601
00511	GREENCARE	08/06/2018	Regular	0	332.16	89602
00528	HANSEN RECYCLING & TRANSFER STATION	08/06/2018	Regular	0	102.60	89603
02841	HEALTHY PONDS	08/06/2018	Regular	0	487.19	89604
00873	HENRY G. MEIGS LLC	08/06/2018	Regular	0	10,554.07	89605
00595	HY-VEE, INC.	08/06/2018	Regular	0	570.57	89606
02844	INTOXIMETERS	08/06/2018	Regular	0	1,150.00	89607
00637	JETTER CLEAN, INC.	08/06/2018	Regular	0	550.00	89608
00639	JOHN DEERE FINANCIAL	08/06/2018	Regular	0	184.98	89609
02760	KADUCE PŁUMBING & HEATING, INC.	08/06/2018	Regular	0	21.00	89610
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TF	08/06/2018	Regular	0	1,329.04	89611
02835	LESUEUR COUNTY SHERIFF'S OFFICE	08/06/2018	Regular	0	895.00	89612
00767	LIME VALLEY ADVERTISING, INC.	08/06/2018	Regular	0	100.00	89613
00797	MAC TOOLS DISTRIBUTOR	08/06/2018	Regular	0	505.97	89614
00800	MADDEN, GALANTER, HANSEN, LLP	08/06/2018	Regular	0	1,399.94	89615

00815	MANKATO CLINIC, LTD.	08/06/2018	Regular	0	125.00	89616
00819	MANKATO FORD, INC.	08/06/2018	Regular	0	2,414.89	89617
00832	MANKATO TENT & AWNING CO.	08/06/2018	Regular	0	10.00	89618
00847 00860	MATHESON TRI-GAS, INC.	08/06/2018	Regular	0	133.39	89619
02845	MCFOA MINNCOR INDUSTRIES	08/06/2018 08/06/2018	Regular	0	45.00 15,453.00	89620 89621
00916	MINNESOTA CHIEFS OF POLICE ASSOCIATION	08/06/2018	Regular Regular	0	220.00	89622
00929	MINNESOTA CITE SERVICE CERTIFICATION BOX		Regular	0	115.00	89623
00951	MINNESOTA TRUCK & TRACTOR, INC.	08/06/2018	Regular	0	1,660.57	89625
00960	MISGEN AUTO PARTS, INC.	08/06/2018	Regular	0	45.00	89626
00970	MOBILE GLASS SERVICE	08/06/2018	Regular	0	442.73	89627
01033	NEWMAN TRAFFIC SIGNS	08/06/2018	Regular	0	287.38	89628
02836	NORELL, MATT	08/06/2018	Regular	0	400.00	89629
01071	NUSS TRUCK & EQUIPMENT, INC.	08/06/2018	Regular	0	3,404.06	89630
02773 01106	PATEK HOSPITALITY CONSULTANTS, INC.	08/06/2018	Regular	0	3,625.00	89631
01108	PETTY CASH POWERPLAN/RDO EQUIPMENT	08/06/2018 08/06/2018	Regular	0	96.52 3,132.34	89632 89633
01133	PREMIER VETERINARY CENTER - MANKATO	08/06/2018	Regular Regular	0	272.20	89634
01170	RAMY TURF PRODUCTS	08/06/2018	Regular	0	682.50	89635
01190	REINHART FOODSERVICE LLC	08/06/2018	Regular	0	4,014.70	89636
01203	RICHARD ALAN PRODUCTIONS	08/06/2018	Regular	0	1,675.00	89637
02846	SANDERSFELD, KAYLA	08/06/2018	Regular	0	415.00	89638
01248	SCHMIDT SIDING & WINDOW, INC.	08/06/2018	Regular	0	156.51	89639
02834	SERVING ALCOHOL, INC.	08/06/2018	Regular	0	25.41	89640
01308	SOUTHERN MINNESOTA INSPECTION CO.	08/06/2018	Regular	0	6,718.53	89641
02394	STEVE STARRETT CONSTRUCTION LLC	08/06/2018	Regular	0	1,960.00	89642
01352 01402	STREICHER'S, INC TIRE ASSOCIATES	08/06/2018	Regular	0	2,107.37 550.76	89643
01407	TOOL SALES COMPANY	08/06/2018 08/06/2018	Regular Regular	0	49.00	89644 89645
01415	TOYOTA-LIFT OF MINNESOTA	08/06/2018	Regular	0	440.68	89646
01441	UNITED RENTALS, INC.	08/06/2018	Regular	0	7,727.00	89647
02672	USA SOFTBALL, INC.	08/06/2018	Regular	0	725.00	89648
02640	VALLEY LANDSCAPE SUPPLY	08/06/2018	Regular	0	492.00	89649
01479	VINE FAITH IN ACTION	08/06/2018	Regular	0	12,000.00	89650
01524	WERNER ELECTRIC SUPPLY	08/06/2018	Regular	0	140.57	89651
01562	ZAHL EQUIPMENT SERVICE, INC.	08/06/2018	Regular	0	182.50	89652
00101 00182	AT&T MOBILITY BOYER TRUCKS	07/16/2018	Bank Draft Bank Draft	0	27.84	DFT0002258
00263	CLAREY'S SAFETY EQUIPMENT, INC.	08/01/2018 07/13/2018	Bank Draft	0	388.63 20.16	DFT0002306 DFT0002254
02058	CONSOLIDATED COMMUNICATIONS	07/19/2018	Bank Draft	0	20.10	DFT0002274
02058	CONSOLIDATED COMMUNICATIONS	07/23/2018	Bank Draft	0	58.24	DFT0002279
02058	CONSOLIDATED COMMUNICATIONS	07/23/2018	Bank Draft	0	29.97	DFT0002280
02058	CONSOLIDATED COMMUNICATIONS	07/23/2018	Bank Draft	0	32.26	DFT0002281
02058	CONSOLIDATED COMMUNICATIONS	07/23/2018	Bank Draft	0	159.59	DFT0002282
00311	CULLIGAN WATER CONDITIONING	08/01/2018	Bank Draft	0	27.00	DFT0002302
00311	CULLIGAN WATER CONDITIONING	08/01/2018	Bank Draft	0	27.00	DFT0002303
02838 00608	DASH MEDICAL GLOVES INGRAM LIBRARY SERVICES	07/23/2018 08/02/2018	Bank Draft Bank Draft	0	65.90	DFT0002277
00733	LAKES GAS CO #10	07/13/2018	Bank Draft	. 0	1,615.14 33.00	DFT0002308 DFT0002256
00733	LAKES GAS CO #10	08/01/2018	Bank Draft	ō	132.50	DFT0002304
00749	LAWSON PRODUCTS, INC	07/19/2018	Bank Draft	0	679.88	DFT0002275
00749	LAWSON PRODUCTS, INC	07/27/2018	Bank Draft	0	51.94	DFT0002287
00857	MC GOWAN WATER CONDITIONING, INC.	07/13/2018	Bank Draft	0	51.30	DFT0002255
00857	MC GOWAN WATER CONDITIONING, INC.	08/02/2018	Bank Draft	0	51.30	DFT0002309
02179	MES (MUNICIPAL EMERGENCY SERVICES)	07/27/2018	Bank Draft	0	252.29	DFT0002286
00875	METRO SALES, INC.	08/01/2018	Bank Draft	0	40.00	DFT0002305
00923 00936	MINNESOTA DEPARTMENT OF LABOR & INDU:		Bank Draft	0	10.00	DFT0002247
00938	MINNESOTA POLLUTION CONTROL AGENCY MTM RECOGNITION	08/01/2018 07/30/2018	Bank Draft Bank Draft	0	1,125.00 2,250.00	DFT0002301 DFT0002299
01322	SPRINT	07/23/2018	Bank Draft	0	35.15	DFT0002278
01335	STAPLES ADVANTAGE	07/12/2018	Bank Draft	0	79.11	
01335	STAPLES ADVANTAGE	07/17/2018	Bank Draft	0	295.55	DFT0002271
01335	STAPLES ADVANTAGE	07/18/2018	Bank Draft	0	68.76	DFT0002273
01335	STAPLES ADVANTAGE	07/23/2018	Bank Draft	0	275.10	DFT0002284
01335	STAPLES ADVANTAGE	07/26/2018	Bank Draft	0	124.88	DFT0002285
01335	STAPLES ADVANTAGE	07/31/2018	Bank Draft	0	292.13	DFT0002300
01338	STATE CHEMICAL SOLUTIONS	07/12/2018	Bank Draft	0	237.74	DFT0002246

01377	TELRITE CORPORATION	07/16/2018	Bank Draft	0	222.60	DFT0002259
02541	UNIVERSAL MEDIA CORP	07/17/2018	Bank Draft	Õ	229.18	DFT0002272
01470	VERIZON WIRELESS	07/12/2018	Bank Draft	0	825.21	DFT0002248
01470	VERIZON WIRELESS	07/13/2018	Bank Draft	ō	30.04	DFT0002257
02254	ALBRIGHT LAWNS	08/08/2018	EFT	0	475.00	1027
00050	ALPHA WIRELESS COMMUNICATIONS	08/08/2018	EFT	0	66.56	1028
00063	AMERICAN PEST CONTROL	08/08/2018	EFT	ő	65.00	1029
00105	AUTO VALUE MANKATO	08/08/2018	EFT	0	314.41	1030
00142	BETHANY LUTHERAN COLLEGE	08/08/2018	EFT	0	10,562.50	1031
00174	BOLTON & MENK, INC.	08/08/2018	EFT	0	72,024.00	1032
00216	C & S SUPPLY CO, INC.	08/08/2018	EFT	0	260.28	1032
02706	CORE & MAIN LP	08/08/2018	EFT	0	1,394.30	1033
00310	CRYSTEEL TRUCK EQUIPMENT, INC	08/08/2018	EFT	0	100.00	1034
02294	D & K POWDER COATING	08/08/2018	EFT	0	15.00	1036
00334	DEHEN, MARK	08/08/2018	EFT	0	51.78	1036
00453		08/08/2018	EFT	0		
00463	FREYBERG PETROLEUM SALES, INC.	08/08/2018	EFT		982.70	1038
00403	G & L AUTO SUPPLY, LLC			0	307.88	1039
00538	GIEFER, DANIEL	08/08/2018	EFT	0	36.56	1040
	HAWKINS, INC.	08/08/2018	EFT	0	8,179.54	1041
02840	HOST, NATHAN	08/08/2018	EFT	0	2,194.40	1042
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	08/08/2018	EFT	0	1,200.88	1043
00776	LLOYD LUMBER CO.	08/08/2018	EFT	0	826.74	1044
02575	LOCHER BROS, INC.	08/08/2018	EFT	0	547.10	1045
00796	MACQUEEN EQUIPMENT, INC.	08/08/2018	EFT	0	1,469.18	1046
00825	MANKATO MOTOR COMPANY	08/08/2018	EFT	0	499.45	1047
00874	MENARDS-MANKATO	08/08/2018	EFT	0	996.34	1048
00889	MIDWEST TAPE/HOOPLA	08/08/2018	EFT	0	1,953.52	1049
00902	MINNESOTA IRON & METAL CO	08/08/2018	EFT	0	38.40	1050
00910	MINNESOTA VALLEY TESTING LAB, INC.	08/08/2018	EFT	0	252.00	1051
00997	MTI DISTRIBUTING CO	08/08/2018	EFT	0	602.05	1052
01009	NAPA AUTO PARTS - MANKATO	08/08/2018	EFT	0	77.14	1053
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	08/08/2018	EFT	0	46.00	1054
01052	NORTH CENTRAL INTERNATIONAL	08/08/2018	EFT	0	2,211.06	1055
01056	NORTH MANKATO FIREMEN'S RELIEF ASSOCIA		EFT	0	6,907.00	1056
02005	PANTHEON COMPUTERS	08/08/2018	EFT	0	8,736.59	1057
01090	PARAGON PRINTING, MAILING & SPECIALTIES	08/08/2018	EFT	0	3,290.29	1058
01099	PET EXPO DISTRIBUTORS	08/08/2018	EFT	0	62.50	1059
01160	QUALITY OVERHEAD DOOR CO, INC	08/08/2018	EFT	0	1,270.50	1060
01179	RED FEATHER PAPER CO.	08/08/2018	EFT	0	947.69	1061
02747	RENT-N-SAVE	08/08/2018	EFT	0	2,425.00	1062
01198	RETROFIT COMPANIES, INC.	08/08/2018	EFT	0	201.80	1063
01211	RIVER BEND BUSINESS PRODUCTS	08/08/2018	EFT	0	1,896.95	1064
01281	SIGN PRO	08/08/2018	EFT	0	31.50	1065
01079	SMC-SOUTHERN MINNESOTA CONSTRUCTION	08/08/2018	EFT	0	1,012.82	1066
01429	TURFWERKS	08/08/2018	EFT	0	71.14	1067
01492	WACO SCAFFOLDING & SUPPLY CO.	08/08/2018	EFT	0	125.00	1068
01552	WW BLACKTOPPING, INC	08/08/2018	EFT	0	3,165.85	1069
02003	MINNESOTA DEPT OF REVENUE	07/13/2018	Bank Draft	0	12,914.00	DFT0002252
02003	MINNESOTA DEPT OF REVENUE	07/18/2018	Bank Draft	0	6,574.31	DFT0002268
02003	MINNESOTA DEPT OF REVENUE	08/01/2018	Bank Draft	0	6,281.77	DFT0002295
02003	MINNESOTA DEPT OF REVENUE	08/01/2018	Bank Draft	0	444.03	DFT0002298
01477	VIKING ELECTRIC SUPPLY, INC.	07/12/2018	Bank Draft	0	93.79	DFT0002249
01477	VIKING ELECTRIC SUPPLY, INC.	07/16/2018	Bank Draft	0	487.99	DFT0002260
01477	VIKING ELECTRIC SUPPLY, INC.	07/19/2018	Bank Draft	0	135.85	DFT0002276
01557	XCEL ENERGY	07/31/2018	Bank Draft	0	28,843.63	DFT0002288
					430,422.09	179

Authorization Signatures

All Council

The above manual and regular claims lists for 8-6-18 are approved by:
MARK DEHEN- MAYOR
DIANE NORLAND- COUNCIL MEMBER
WILLIAM STEINER- COUNCIL MEMBER
ROBERT FREYBERG- COUNCIL MEMBER
JAMES WHITLOCK- COUNCIL MEMBER

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
Jo Robbins	Audio Book Donation-Library	\$100.00
Heintz Toyota of Mankato	Music in the Park-Library	\$500.00
Friends of the Deep Valley Libraries	Summer Reading-Library	\$2,000.00
CenterPoint Energy	First Aid Kits for City Vehicles-Safety Committee	\$590.00
Kathy Kierks	Book Club Bags-Library	\$150.00
Barbara Coon	Paver-Parks	\$50.00
		\$3,390.00

Adopted by the City Council this 6^{th} day of August 2018.

	Mayor	
City Clerk		



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization		Date organize	0	Tax exem	pt number
Business on Belgrade Association		2009		27-0	582897
Address	City		State		Zip Code
332 Belgrade Ave	North	Mankato	MN		56003
Name of person making application		Business phor	ne	Home pl	none
James Whitlock		507-469-	0415		
Date(s) of event	Type of org	anization			
Sept 22, 2019	Club [Charitable	Religio	us XOthe	er non-profit
Organization officer's name	City		State		Zip Code
Clayton Oachs		Mankato	MN		56003
Organization officer's name	City		State		Zip Code
Sandra Oachs		/lankato	MN		56003
Organization officer's name	City		State		Zip Code
James Whitlock		Mankato	MN		56003
Organization officer's name	City		State		Zip Code
Jeni Bobholz		Mankato	MN		56003
Location where permit will be used. If an outdoor area, desc North Mankato City Park, Spring Lake Parent Pond Hockey Classic. Three Day event, There will be food concessions along wife the applicant will contract for intoxicating liquor service g	ark, Lower No Friday 4 hrs, S	Saturday 8	hrs and	Sunday	8 hrs.
North Mankato City Park, Spring Lake Pa Pond Hockey Classic. Three Day event, There will be food concessions along wi f the applicant will contract for intoxicating liquor service g	ark, Lower No Friday 4 hrs, S ith beer sales. ive the name and ac	Saturday 8 Idress of the liq	hrs and	Sunday	8 hrs.
North Mankato City Park, Spring Lake Pa Pond Hockey Classic. Three Day event,	ark, Lower No Friday 4 hrs, S ith beer sales. ive the name and ac o, MN 507-388	Saturday 8 Idress of the liq	hrs and	Sunday providing	8 hrs.
North Mankato City Park, Spring Lake Park, Pond Hockey Classic. Three Day event, There will be food concessions along wife the applicant will contract for intoxicating liquor service of Tow Distributing. 3100 3rd Ave Mankato	ark, Lower No. Friday 4 hrs, Sith beer sales. ive the name and according to MN 507-388 avide the carrier's nate 236-5010	Saturday 8 Idress of the liq	hrs and	Sunday providing	8 hrs.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wis the applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato of the applicant will carry liquor liability insurance please products the applicant will carry liquor liability insurance please products the service of the applicant will carry liquor liability insurance please products the service of the applicant will carry liquor liability insurance please products the service of the se	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 ddress of the lique -2931 me and amoun	hrs and uor license t of covera	Sunday providing t ge.	8 hrs. the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato fithe applicant will carry liquor liability insurance please prowest Westbend Mutual. Westbend Wi. 800-2 Acct # A130395 APPLICATION MUST BE APPROVED BY CITY OR COLUMN ACCT. Mankato	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 ddress of the lique -2931 me and amoun	hrs and uor license t of covera	Sunday providing to	8 hrs. the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wis the applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato of the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will be	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 ddress of the lique -2931 me and amoun	hrs and uor license t of covera	Sunday providing to	8 hrs. the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato of the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will be applicant will be applicant will be applicant will be applied with the applicant will be applied with the applicant will be	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 ddress of the lique -2931 me and amoun	t of covera	Sunday providing to	8 hrs. the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato of the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will be applicant will be applicant will be applicant will	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 ddress of the lique -2931 me and amoun	hrs and uor license t of covera	Sunday providing to	8 hrs. the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato fithe applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 Idress of the liq -2931 me and amoun	t of covera	Sunday providing to	the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato of the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will be applicant will be applicant will be applicant will	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 Idress of the liq -2931 me and amoun	t of covera	Sunday providing to	the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato fithe applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with	ark, Lower No. Friday 4 hrs, 5 ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL	Saturday 8 Idress of the liq -2931 me and amoun G TO ALCOHOL AN	Date App	Sunday providing to	the service.
North Mankato City Park, Spring Lake Parend Hockey Classic. Three Day event, There will be food concessions along wifthe applicant will contract for intoxicating liquor service go Tow Distributing. 3100 3rd Ave Mankato fithe applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with the applicant will carry liquor liability insurance please provided with	ark, Lower No. Friday 4 hrs, S ith beer sales. ive the name and ac o, MN 507-388 ovide the carrier's na 236-5010 APPROVAL INTY BEFORE SUBMITTIN	Saturday 8 Idress of the liq -2931 me and amoun G TO ALCOHOL AN	Date Appropried	Sunday providing to ge. ENFORCEMENT Proved Date -mail Address hone Number	the service.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT



Receipt # 100142443

X Book

Online

Park

Police

PARK PERMIT

1001 Belgrade Ave North Mankato, MN 56003 507-625-4141 www.northmankato.com

Staff Initials

Permit #: Date:	<u> 78</u> -20	1000	tart time: top time:	8:00	PM	Fee: \$_	125.00
Shelter:	☐ Spring Lake			Lake Shelt		Wheeler Pa	ark Indoor Shelter
7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		NCARBN			1	1.454	
Name:	1000 TI	an hoff		IKATO	ELKS		E 225
Address:	P.O. BO	x 154	MA	NKATO	MN	5600	2
Phone:	507-340-	-0644			# of People	e:	
Use of Te	nts (or anything rec *Bounce House			800-	es, Please cor 252-1166 one	ntact Gophe e week prior	r State One Call to event.
	Beverages (wine specify: Car	ACCOUNTS AND ACCOUNTS	Charles and the second second	Yes * \$30 t contact City Ha		le deposit a	nd \$30 keg permit
Audio (red	quires audio permi	t)	□ No Ì	Yes * If \	'es, Please fil	II out Audio F	Permit.
 Fishing/ice fish Pets in Benson are on a 6' lea Canoes and knuder 12 must 	vided a permit is obtaine hing on Ladybug Lake a on Park, Bluff Park and S	nd Spring Lake only pring Lake Park provid and Spring Lake (chil adult and wear a life p	dren	any reason u Pets (allower Glass contai Campfires / I Snowmobile flotation dev Dunk Tanks Audio equipr	not allowed to be inless permission of in Benson Parliners Bonfires / Fire Riss, ATVs, golfing ices ment may not be the use of the parliners and the parliners.	on is given from k, Spring Lake ings , swimming, bo e played so loud	ven on the grass for the Parks Department. Park and Bluff Park only) ating and motorized d as to interfere with l audio devices must
the instead to servent	Applicant	tents or stakes and of the state of the Audio Pern	auses disrunit Instruction	iption of utility s	services, I agre	ee to be held I	
REFER TO	O COUNCIL -	City Clerk					Date



Audio Permit		2018	
Park Permit	78	2018	

www.northmankato.com

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030 which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise
 using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:		LIVE MUSIC/BAND DJ/KARAOKE MACHINE OTHER:	DATE OF E BEGIN TIME	VENT: 9-15-18 IE: 8:00 Am : 3:00 pm
LOCATION / SHELTER: <u>\</u>	Shee	le(
EVENT NAME: <u>EVES</u> ONSITE COORDINATOR:		Car and Bixe PRINT NAME: Todd		
		MOBILE NUMBER: SO	7-340-664	4
	Y MAY ⁻		ID PREVENT FUTUF	TAND THAT FAILURE TO COMPLY RE ABILITY TO OBTAIN AN AUDIO
POLICE CHIEF:				_
CITY CLERK:				DENIED APPROVED
BOOK POLICE	ON	LINE 🔼 \$25.00 FEE (200142443	STAFF INTIALS



www.northmankato.com

Audio Permit	2018
Park Permit	2018

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030 which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

			ATT TO STATE OF THE STATE OF TH
	MUSIC/BAND ARAOKE MACHINE ER:	DATE OF EVENT: 8/1// BEGIN TIME: (0,000) END TIME: 10,000	8 "The
LOCATION/SHELTER: FENT CL	+ the cir	che inn	Porchlight
EVENT NAME: CORUM	Golf Tour	eney Ofter 1	anty
ONSITE COORDINATOR: PRIN	TNAME: Jewi	Bobhulz	
MOB	ILE NUMBER: 507	-382-600)	
THE UNDERSIGNED, HAVE RECEING WITH THE AUDIO POLICY MAY TERMINE			
PERMIT. SIGNATURE:	Soblut	DATE: 7/25/18	780
POLICE CHIEF: CITY CLERK: AL IN		DENIED APPR	ROVED QUE
BOOK POLICE ONLINE	\$25.00 FEE	STAFF INTIAL	S



Audio Permit	2018
Park Permit	2018
MANUSCO SALES CONTRACTOR CONTRACT	

www.northmankato.com

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030 which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise
 using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: 2 LOCATION / SHELTER: 2138	OTHER: MACHINE BE OTHER: MICHIGAN EN	ATE OF EVENT: Aug. 25th 2018 EGINTIME: Than ID TIME: 10 pan
EVENT NAME: Hymi vers ONSITE COORDINATOR:	PRINT NAME: Lora 1 MOBILE NUMBER: 507-38	100011mm 30-8955
/	TERMINATE THE EVENT AND PREVEN	UNDERSTAND THAT FAILURE TO COMPLY T FUTURE ABILITY TO OBTAIN AN AUDIO DATE: 7-12-18
POLICE CHIEF: 2000 CITY CLERK: DON POLICE ON	LINE \$\$25.00 FEE ROD 14283	DENIED APPROVED STAFF INTIALS



Minnesota NORTH MANKATO

LARGE GROUP PERMIT

1001 Belgrade Ave North Mankato, MN 56003 507-625-4141 www.northmankato.com

Date: 0 125/18	2018 ,	Start time: Stop time:	3pm 12pn	<u>-</u>	
Location: 2138 Lor	Ray Drive	e North	, Man	kato	
Event Name: Amiv					
Name: Loru M	clothy	<u> </u>	· ·		
Address: 2138 (or kay	Drive	North	n Mankate	>
Address: 2138 (Phone: 507-386	-8955		# -	of People:	
Use of Tents (or anything Notes:	requiring staking) 🗆 No 💢	Yes * If Yes, 800-25:	Please contact Gop i 2-1166 one week pri	her State One Call or to event.
	PLEASE	INCLUDE A MA	AP OF THE .	AREA.	
Audio (requires audio per	'mit)	□ No 🂢	· Yes	Yes, Please fill out A	udio Permit.
I, the undersigned, have may terminate the event				d that failure to comply	with the audio instructions
SIGNED: Low M	Lobelle			7-12-18	ζ
~ Арріісапі				Date	
□ APPROVED □ DENIED					
☐ REFER TO COUNCIL	City Clerk				Date
Receipt#	Book	Online	Park	Police	Staff Initials



www.northmankato.com

Audio Permit	2018	
Park Permit	2018	

Audio Permit

About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030 which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:	DJ/KAR	LIVE MUSIC/BAND DJ/KARAOKE MACHINE OTHER:		VENT: 8/11/18 10 pm	
LOCATION / SHELTER: Danbury Ct					
EVENT NAME: Neig	borhood	1 Block 1	Party		
ONSITE COORDINATOR:	PRINT N	AME: Trav	is Stenberg		
	MOBILE	NUMBER:	7-351-700	7	
I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO					
PERMIT. SIGNATURE:	All		DATE:	7/17/18	
POLICE CHIEF: 122 -	- Fuch			DENIED APPROVED	
BOOK POLICE	ONLINE	\$25.00 FEE	R00142194	STAFF INTIALS	

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

WHEREAS, Holy Rosary Church has made application for exemption from a charitable gambling license to conduct a raffle on November 11, 2018 at 525 Grant Avenue within the City of North Mankato, Minnesota, which application was received by the City on August 1, 2018.

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

Adopted by the City Council this 6th day of August 2018.

ATTEST:	Mayor
City Clerk	

LG220 Application for Exempt Permit

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

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

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

your county by calling 651-539-1900.	service, nor are telephone requests for expedited service accepted.	
ORGANIZATION INFORMATION		
Organization Name: Holy Rosary Church	Previous Gambling Permit Number: X-03302 -17-024	
Minnesota Tax ID Number, if any: 8373253	Federal Employer ID Number (FEIN), if any: 41-0713877	
Mailing Address: 525 Grant Avenue		
City: North Mnkato	State: MN Zip: 56003 County: Nicollet	
Name of Chief Executive Officer (CEO): Father Par	ul van de Crommert	
CEO Daytime Phone: 507-387-6501	CEO Email: jimth@hickorytech.net (permit will be emailed to this email address unless otherwise indicated below)	
Email permit to (if other than the CEO):		
NONPROFIT STATUS		
Type of Nonprofit Organization (check one):	Chlor Nanovatik Oppositetion	
Fraternal Religious	Veterans Other Nonprofit Organization	
Attach a copy of one of the following showing	al employer ID number, as they are not proof of nonprofit status.)	
A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.		
GAMBLING PREMISES INFORMATION		
Name of premises where the gambling event will be (for raffles, list the site where the drawing will take Physical Address (do not use P.O. box): 525 Grant	place): Holy Rosary School	
Check one: City: North Mankato	Zip: 56003 County: Nicollet	
Township:		
Date(s) of activity (for raffles, indicate the date of the drawing): November 11, 2018		
Check each type of gambling activity that your orga	anization will conduct:	
✓ Bingo Paddlewheels	Pull-Tabs Tipboards Raffle	
from a distributor licensed by the Minnesota Gamb devices may be borrowed from another organization	ords, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained bling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection on authorized to conduct bingo. To find a licensed distributor, go to der the List of Licensees tab. or call 651-539-1900.	

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)				
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township			
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.			
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.			
The application is denied.	The application is denied.			
Print City Name: North Mankato	Print County Name:			
Signature of City Personnel: Option Sundam Title: City Clvk Date: 8-1-16	Signature of County Personnel: Title: Date:			
Title: Cty Clark Date: 8-1-16				
The city or county must sign before submitting application to the	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)			
Gambling Control Board.	Print Township Name:			
	Signature of Township Officer:			
	Title			
	Title: Date:			
CHIEF EXECUTIVE OFFICER'S SIGNATURE (requ				
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days	ired) ate to the best of my knowledge. I acknowledge that the financial of the event dat.			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days. Chief Executive Officer's Signature:	ired) ate to the best of my knowledge. I acknowledge that the financial of the event dat. Date: 8-1-2018			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days. Chief Executive Officer's Signature: (Signature must be CEO's signature)	ired) ate to the best of my knowledge. I acknowledge that the financial of the event dat. Date: 8-1-2018			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days. Chief Executive Officer's Signature:	ired) ate to the best of my knowledge. I acknowledge that the financial of the event dat. Date: 8-1-2018			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days. Chief Executive Officer's Signature: (Signature must be CEO's signature Print Name: Father Paul van de Crommert REQUIREMENTS Complete a separate application for: all gambling conducted on two or more consecutive days; or all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day.	ate to the best of my knowledge. I acknowledge that the financial of the event date. Date: 8-1-2018 The designed may not sigh)			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days. Chief Executive Officer's Signature: (Signature must be CEO's signature Print Name: Father Paul van de Crommert REQUIREMENTS Complete a separate application for: all gambling conducted on two or more consecutive days; or all gambling conducted on one day. Only one application is required if one or more raffle drawings are	ired) ate to the best of my knowledge. I acknowledge that the financial of the event date. Date: 8-1-2018 MAIL APPLICATION AND ATTACHMENTS Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days. Chief Executive Officer's Signature: Chief Executive Officer's Signature: Signature must be CEO's signature. Print Name: Father Paul van de Crommert REQUIREMENTS Complete a separate application for: all gambling conducted on two or more consecutive days; or all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control	ate to the best of my knowledge. I acknowledge that the financial of the event date. Date: 8-1-2018 MAIL APPLICATION AND ATTACHMENTS Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.			

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

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

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

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #10J	Department	Administration	Council Meeting Date: 8/6/18		
TITLE OF ISSUE: Consider Approving Developer Agreement for Privately Financed Improvements the Landing North Phase 2 Part 2.					
BACKGROUND AND SUPPLEMENT agreement with KWS, LLC for the Lansecond phase of the Landing North Pha	ding North		per 2, 2017, City Council approved an developers are ready to proceed with the		
REQUESTED COUNCIL ACTION: A Landing North Phase 2 Part 2.	pprove Devo	eloper Agreement fo	If additional space is required, attach a separate sheet r Privately Financed Improvements the		
		SUPPORT	ING DOCUMENTS ATTACHED		
Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner Dehen		Resolution Ordinar Other (specify)	Development Agreement		
Workshop X Regular Meeting		Refer Table	to:		
Special Meeting		Othe			

CITY OF NORTH MANKATO

NICOLLET COUNTY, MINNESOTA

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, 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 after at least 50% of the houses have been completed, or when the Developer is directed to complete the wearing course by the City, which shall be a minimum of one year, but no more than three years. 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 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 or Irrevocable Letter of Credit equal to the Cities liability exposure, which is determined to be one hundred ten percent (110%) of the cost of the Improvements, including change order that may necessitate an additional cash deposit or letter of credit.

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.

With City approval, a cash deposit can be exchanged for a letter of credit at any point for 110% of the remaining project costs, including any change orders.

- 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. 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 an 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 contrinsurance with limits of liability of not less than \$1, aggregate. The City must be named as additional in also maintain the adequate worker's compensation in the insurance shall be renewable until the construction	sured under such policy. The contractor must asurance and property insurance. The term of
5. All disputes associated with this Agre Nicollet County, Minnesota. Minnesota law shall ap	eement, shall be submitted to District Court in oply to all disputes.
6. Required notices to the Developer sidelivered to the Developer, its employees or agents at the following address:	shall be in writing and shall be either hand or mailed to the Developer by registered mail
	I shall be either hand delivered to the City tered mail in care of the City Administrator at
City of North Mankato P.O. Box 2055 North Mankato, MN 56002-2055 Attention: City Administrator	
CITY	OF NORTH MANKATO
(SEAL)	Mayor
Ву	City Administrator
STATE OF MINNESOTA	
COUNTY OF NICOLLET	
The foregoing instrument was acknowledged 2018, by, Mayor and by	day of, City Administrator of, on behalf of the corporation and pursuant to

Notary Public

KWS, LLC

By_____

STATE OF MINNESOTA

COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 18th day of 2018, by Jeff Williams, KWS, LLC

Vick Inudeau Notary Public VICKI LYNN TRUDEAU
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

EXHIBIT A

Description:

Lots 4, 5, 6, 7, 8 Block 1 The Landing North Phase 2

Lots 3 and 4 Block 2 The Landing North Phase 2

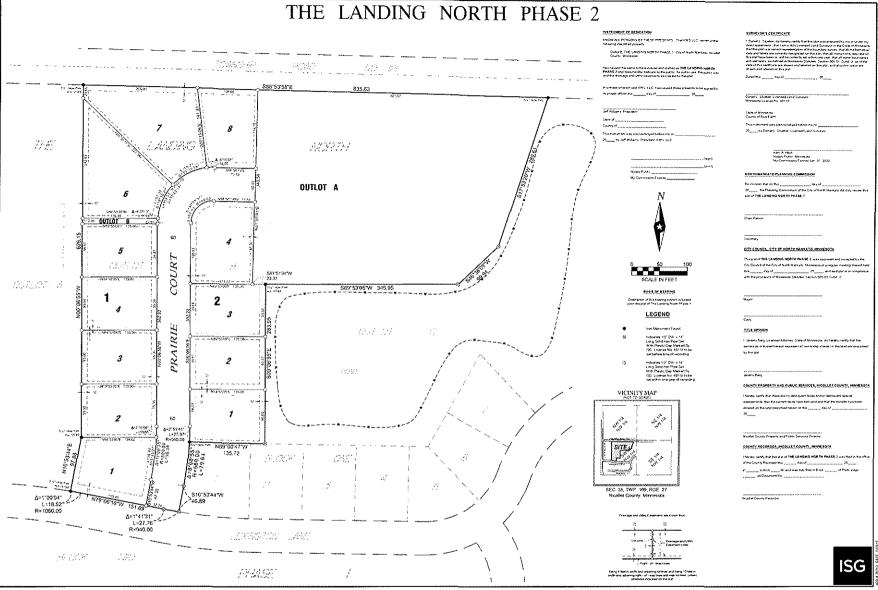


EXHIBIT B



Page 1 of 1

PROPOSAL Site Develoment-Utilities-Excavating-Aggregates Holtmeier Construction Inc. 3301 Third Ave Mankato, Mn 56001 Ph 507-389-9112 Fx 507-389-9703 www.holtcons.net KWS, LLC June 7, 2018 47430 Fort Road Nicollet 56074 Attn: Jeff Williams 612-701-6315, Chris Krohn 507-382-4945 The Landing North Phase 3 North Mankato, MN We hereby submit specifications and estimates for: Proposal to construct public street and utilities serving lots 3-8 Block 1 and lot 4 Block 2 The Landing North 8" watermain, 8" sanitary sewer, 1" water & 4" sewer services, street excavation, 6" edge drain, Agg Base, curb & gutter, base & final paving, walk (one side), seeding up to 10' outside ROW. Lump Sum Total: \$208,245.00 Notes: Proposal based on approved plans prepared by ISG dated 5-18-18

Exclusions:

- *Permits
- *Surveying
- *Lot Grading
- *Building Pad Correction
- *Geotechnical Services

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars \$

See Above

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

Note: This propsal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Cinantura

Date of Acceptance:

Authorized Signature

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #12A	Department: Finance	Council Meeting Date: 8/6/18
TITLE OF ISSUE: Consider Adopting	Resolution Approving Prope	rty Tax Abatements.
BACKGROUND AND SUPPLEMENT	CAL INFORMATION: On Ju	ly 16, 2018, the Council set a Public Hearing
		Mankato Swim Facility and the construction
		e evening. The cost of the Project and Bonds
		ch includes construction costs plus the cost of
issuance of the Bonds. The annual tax		r a maximum term of 15 years, will be Abatement area will pay the same amount of
City taxes as property outside of the Al		
Tammy Omdal will be present to answer		TOWNSON AT OME A TOWN MARKET DOORS INTOOS
•	1	
		8
		~
A CONTRACTOR OF THE CONTRACTOR		If additional space is required, attach a separate sheet
REQUESTED COUNCIL ACTION: A	dopt Resolution Approving	Property Tax Abatements.
	SUPPOI	RTING DOCUMENTS ATTACHED
Motion By:	Resolution Ord	nance Contract Minutes Map
Second By:		
Vote Record: Aye Nay	X	
Norland	Other (specify	Finance Plan, Service Agreement,
Freyberg		
Whitlock Steiner		
Dehen	-	
Workshop	∥	efer to:
X Regular Meeting	T	able until:
Special Meeting		ther:

CITY OF NORTH MANKATO COUNTIES OF NICOLLET AND BLUE EARTH STATE OF MINNESOTA

RESOLUTION NO.	

RESOLUTION APPROVING PROPERTY TAX ABATEMENTS

HELD: August 6, 2018

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

1. Recitals.

- (a) The City proposes to approve tax abatements in connection with financing improvements to Spring Lake Park located at 641 Webster Avenue in the City (the "Project"). The City proposes to issue General Obligation Tax Abatement Bonds (the "Bonds") in an amount not to exceed \$4,200,000 and use the proceeds thereof for the Project. The City proposes to use the abatement for the purposes provided for in the Abatement Law (as hereinafter defined), including the Project. The abatement will apply to the City's share of the property taxes (the "Abatement") derived from the property described by property identification numbers on the attached "Exhibit A" (the "Property") located in the County of Nicollet.
- (b) On August 6, 2018, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by at least 14 days but not more than 30 days prior published notice thereof.
- (c) The Abatement is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law").
- 2. <u>Findings for the Abatement</u>. The City Council hereby makes the following findings:
- (a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.
 - (b) Granting the Abatement is in the public interest because it will:
 - (i) provide employment opportunities in the political subdivision;
 - (ii) provide or help acquire or construct public facilities; and
 - (iii) help provide access to services for residents of the political subdivision.
 - (c) The Property is not located in a tax increment financing district.

- (d) In any year, the total amount of property taxes abated by the City by this and other abatement resolutions, if any, does not exceed ten percent (10%) of net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000, whichever is greater.
- 3. <u>Terms of Abatement</u>. The Abatement is hereby approved. The terms of the Abatement are as follows:
- (a) The Abatement shall be for fifteen (15) years and shall apply to the taxes payable in the years 2019 through 2033, inclusive.
- (b) The City will abate the City's share of property tax amount which the City receives from the Property, not to exceed \$4,200,000.
- (c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

The	motion	for	the	adoption	of	the	foregoing	resolution	was	made	by	me	ember
	and du	ly s€	econd	led by me	mb	er _			and,	upon	a v	ote	being
taken thereo	n after fu	ıll di	scuss	sion therec	f, tł	ne fo	llowing vot	ed in favor	therec	of:			

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

I, the undersigned, being the duly qualified and acting City Administrator of the City of North Mankato, Minnesota (the "City"), by reason of my office as City Administrator, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to property tax abatements.

WITNESS my hand this 6th day of August, 2017.

City Administrator	

Exhibit A

Parcel ID Numbers for "Property"

18.766.0010	18.557.0550	18.551.0050	18.557.0520
18.557.1090	18.620.0030	18.557.1150	18.557.0580
18.872.0010	18.557.0360	18.557.2580	18.799.0040
18.557.2470	18.413.0180	18.557.0420	18.424.0070
18.557.0480	18.557.0395	18.873.0020	18.557.0710
18.557.0490	18.542.0050	18.557.1000	18.413.0020
18.542.0070	18.557.1020	18.620.0020	18.557.0510
18.557.0950	18.557.1050	18.557.1030	18.557.0130
18.001.0200	18.873.0030	18.798.0130	18.413.0150
18.798.0080	18.557.2370	18.424.0080	18.413.0100
18.798.0090	18.557.2640	18.557.2870	18.557.2670
18.425.0040	18.872.0030	18.557.0440	18.557.0340
18.557.0880	18.557.1110	18.557.2520	18.542.0090
18.557.0920	18.424.0040	18.708.0010	18.557.2760
18.557.2680	18.557.0220	18.413.0050	18.557.2480
18.557.2610	18.557.0810	18.557.0500	18.872.0080
18.001.0400	18.708.0030	18.799.0050	18.557.0590
18.799.0080	18.557.0990	18.542.0100	18.557.0720
18.871.0030	18.872.0070	18.551.0040	18.425.0100
18.557.0450	18.557.0960	18.799.0030	18.424.0050
18.871.0040	18.413.0090	18.564.0030	18.425.0020
18.557.0770	18.557.1070	18.425.0060	18.425.0090
18.557.2980	18.557.0140	18.812.0010	18.557.2500
18.557.0850	18.413.0140	18.557.0900	18.708.0051
18.557.0690	18.557.0240	18.557.2700	18.478.0050
18.413.0120	18.799.0010	18.425.0110	18.871.0010
18.684.0030	18.413.0080	18.557.0400	18.592.0050
18.798.0040	18.557.2630	18.557.2330	18.424.0060
18.413.0010	18.557.0840	18.557.0610	18.557.0790
18.542.0060	18.812.0045	18.557.0620	18.557.2380
18.812.0030	18.798.0160	18.557.0530	18.001.0500
18.542.0040	18.413.0070	18.557.2510	18.542.0150
18.798.0020	18.798.0100	18.871.0020	18.542.0160
18.798.0140	18.557.1040	18.564.0025	18.557.0380
18.798.0150	18.812.0040	18.425.0010	18.557.1140
18.557.0740	18.775.0010	18.557.0700	18.557.1160
18.557.2750	18.247.0020	18.425.0120	18.873.0040
		A 1	

18.557.2440	18.872.0020	18.557.2570	18.425.0070
18.557.0630	18.799.0020	18.557.0820	18.557.1010
18.413.0170	18.708.0052	18.542.0140	18.557.2720
18.799.0060	18.708.0053	18.557.0970	18.542.0020
18.001.0300	18.557.2550	18.425.0050	18.557.1080
18.798.0110	18.557.0350	18.557.0110	18.557.0780
18.798.0120	18.542.0030	18.798.0010	18.557.0570
18.542.0120	18.557.0910	18.557.2450	18.620.0010
18.557.0860	18.557.2600	18.342.0020	18.557.0830
18.557.0930	18.557.2490	18.564.0015	18.873.0050
18.557.0750	18.557.2560	18.413.0190	18.425.0030
18.557.2420	18.799.0070	18.557.0760	18.557.2620
18.592.0040	18.425.0080	18.551.0020	18.001.0060
18.557.2690	18.557.2350	18.456.0010	18.531.0100
18.557.0980	18.557.2400	18.557.2770	18.422.0050
18.798.0050	18.557.1120	18.557.2780	18.531.0090
18.798.0060	18.557.1130	18.557.0800	18.531.0080
18.542.0110	18.557.0070	18.812.0020	18.531.0070
18.551.0030	18.542.0010	18.557.0250	18.612.0020
18.620.0040	18.708.0050	18.557.0600	18.831.0030
18.557.0890	18.557.2540	18.557.0460	18.412.0060
18.542.0130	18.708.0020	18.557.0470	18.612.0120
18.557.0410	18.798.0170	18.413.0160	18.612.0280
18.557.0123	18.798.0180	18.413.0040	18.531.0110
18.557.0230	18.798.0190	18.592.0080	18.423.0650
18.592.0030	18.592.0010	18.592.0070	18.557.2320
18.684.0020	18.557.0370	18.557.0540	18.880.0140
18.872.0040	18.557.0680	18.424.0030	18.423.0260
18.557.2390	18.557.2740	18.424.0020	18.612.0060
18.557.2590	18.342.0010	18.424.0010	18.594.0020
18.557.2340	18.001.0075	18.873.0010	18.557.2100
18.798.0030	18.872.0050	18.557.2730	18.453.0040
18.001.0100	18.557.2710	18.542.0080	18.423.0450
18.413.0060	18.592.0020	18.413.0130	18.423.0440
18.557.2410	18.551.0010	18.557.2430	18.557.2190
18.557.0870	18.557.0560	18.557.2650	18.557.1970
18.872.0060	18.557.0940	18.557.0390	18.557.1190
18.798.0070	18.684.0010	18.557.0430	18.423.0560
18.592.0060	18.413.0030	18.557.0670	18.423.0250
18.557.2660	18.557.2530	18.557.2460	18.831.0010

18.422.0040	18.423.0470	18.880.0150	18.012.2000
18.423.0380	18.557.1290	18.557.0030	18.423.0290
18.531.0240	18.557.1300	18.012.2200	18.423.0300
18.531.0220	18.612.0190	18.612.0195	18.423.0420
18.423.0550	18.423.0520	18.557.1220	18.831.0040
18.412.0030	18.423.0530	18.557.1170	18.012.1300
18.423.0500	18.423.0360	18.557.1180	18.423.0570
18.612.0170	18.423.0370	18.557.2260	18.531.0200
18.423.0410	18.612.0010	18.422.0120	18.531.0190
18.612.0260	18.531.0160	18.422.0080	18.557.2010
18.531.0170	18.412.0020	18.422.0090	18.612.0330
18.531.0180	18.794.0010	18.423.0400	18.557.2130
18.423.0480	18.703.0100	18.453.0010	18.703.0060
18.794.0020	18.880.0010	18.423.0340	18.423.0240
18.703.0030	18.012.1700	18.423.0350	18.594.0010
18.423.0630	18.422.0110	18.012.2300	18.557.1270
18.557.1310	18.594.0030	18.412.0010	18.423.0460
18.612.0250	18.423.0280	18.557.1960	18.423.0670
18.048.0010	18.557.2250	18.552.0050	18.422.0060
18.557.1320	18.557.1860	18.552.0060	18.880.0040
18.612.0050	18.531.0210	18.612.0200	18.557.1210
18.880.0020	18.612.0110	18.531.0010	18.531.0140
18.831.0020	18.423.0540	18.012.1900	18.531.0150
18.612.0160	18.552.0070	18.531.0230	18.012.1600
18.612.0150	18.557.1250	18.423.0510	18.557.2140
18.612.0140	18.012.1800	18.557.0020	18.557.2315
18.423.0660	18.423.0330	18.703.0040	18.557.2160
18.612.0030	18.423.0270	18.703.0050	18.557.2030
18.531.0040	18.552.0030	18.557.1940	18.880.0030
18.531.0050	18.552.0010	18.557.1950	18.612.0080
18.531.0060	18.531.0020	18.612.0040	18.557.1980
18.423.0590	18.557.1200	18.423.0580	18.557.1990
18.552.0090	18.412.0040	18.557.1240	18.557.1280
18.557.2120	18.412.0050	18.880.0120	18.557.2200
18.612.0090	18.612.0270	18.880.0100	18.557.1920
18.531.0030	18.703.0010	18.423.0310	18.557.1930
18.703.0090	18.594.0040	18.557.2090	18.422.0020
18.703.0080	18.423.0320	18.557.2180	18.612.0220
18.557.1230	18.557.2070	18.557.2110	18.612.0230
18.703.0070	18.552.0100	18.423.0390	18.612.0240

18.012.1500	18.880.0110
18.880.0090	18.612.0070
18.880.0070	18.703.0020
18.612.0130	18.423.0620
18.880.0060	18.423.0610
18.880.0050	18.552.0040
18.453.0050	18.557.2220
18.012.1400	18.012.2100
18.423.0490	18.422.0030
18.557.2060	18.422.0070
18.557.2280	18.557.1870
18.557.2290	18.557.2210
18.557.2300	18.557.2020
18.552.0020	18.880.0130
18.557.2240	18.557.1880
18.557.2040	
18.557.2080	
18.557.2050	
18.531.0130	
18.422.0100	
18.453.0020	
18.423.0430	
18.557.1260	
18.453.0030	
18.557.2270	
18.557.2230	
18.557.1890	
18.612.0100	
18.612.0320	
18.612.0310	
18.423.0600	
18.422.0130	
18.422.0140	
18.422.0150	
18.423.0680	•
18.612.0180	
18.612.0300	
18.612.0290	
18.552.0080	
18.423.0690	

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12B	Department: Finance	Council Meeting Date: 8/6/18
TITLE OF ISSUE: Consider Adopting I Obligation Bonds, Series 2018A.	Resolution Providing for th	ne Competitive Negotiated Sale of General
	exceed 4.2 million. The b	issuance of General Obligation Tax Abatement onds will fund the construction costs plus the 3, 2018.
REQUESTED COUNCIL ACTION: Ad Obligation Bonds, Series 2018A.	opt Resolution Providing	If additional space is required, attach a separate sheet for the Competitive Negotiated Sale of General
Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner Dehen	Resolution O	rdinance Contract Minutes Map Ify) Notice of Sale, Finance Plan, Service
Workshop X Regular Meeting Special Meeting		Refer to: Table until: Other:

EXTRACT OF MINUTES OF A MEETING OF THE CITY COUNCIL CITY OF NORTH MANKATO, MINNESOTA

HELD: August 6, 2018

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of North Mankato, Nicollet and Blue Earth Counties, Minnesota, was duly held at the City Hall on August 6, 2018, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$4,670,000 General Obligation Bonds, Series 2018A.

The following members were present:

and the following were absent:	
Member	introduced the following resolution and moved its adoption:
	G FOR THE COMPETITIVE NEGOTIATED SALE OF OBLIGATION BONDS. SERIES 2018A

- A. WHEREAS, the City Council of the City of North Mankato, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue General Obligation Bonds, Series 2018A (the "Bonds"), pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815 to finance improvements to Spring Lake Park in the City and Minnesota Statutes, Chapters 429 and 475 to finance improvements to Jefferson Avenue in the City; and
- B. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent financial advisor and is therefore authorized to sell the Bonds by competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and
- C. WHEREAS, the City has retained Briggs and Morgan, Professional Association, in Minneapolis, Minnesota as its bond counsel for purposes of this financing.

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

- 1. <u>Authorization</u>. The City Council hereby authorizes Northland to solicit proposals for the competitive negotiated sale of the Bonds.
- 2. <u>Meeting; Proposal Opening</u>. The City Council shall meet at the time and place specified in the Notice of Sale attached hereto as Exhibit A for the purpose of considering sealed proposals for and awarding the sale of the Bonds. The City Administrator, or designee, shall open proposals at the time and place specified in the Notice of Sale.

- 3. <u>Notice of Sale</u>. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the Notice of Sale attached hereto as Exhibit A and hereby approved and made a part hereof.
- 4. <u>Official Statement</u>. In connection with the competitive negotiated sale of the Bonds, the City Administrator and other officers or employees of the City are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA COUNTIES OF NICOLLET AND BLUE EARTH CITY OF NORTH MANKATO

I, the undersigned, being the duly qualified and acting City Administrator of the City of North Mankato, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's General Obligation Bonds, Series 2018A.

WITNESS my hand on August 6, 2018.

City	Administrator

EXHIBIT A NOTICE OF SALE

\$4,670,000* GENERAL OBLIGATION BONDS, SERIES 2018A

CITY OF NORTH MANKATO, MINNESOTA (Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals (also referred to herein as "bids") will be opened by the City's Administrator, or designee, on Monday, December 3, 2018, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the City's "Municipal Advisor"), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Monday, December 3, 2018 at 7:00 P.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-5915, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY[™], or its successor, in the manner described below, until 10:30 A.M., CT, on Monday, December 3, 2018. Proposals may be submitted electronically via PARITY[™] or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY[™], or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY[™], or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal[®] at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITYTM or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds.

^{*} The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through U.S. Bank National Association, St. Paul, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be December 20, 2018)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815 and Chapters 429 and 475. Proceeds will be used to finance improvements to Spring Lake Park, and improvements to Jefferson Avenue. The Bonds are payable from annual tax abatement levies, special assessments against benefitted properties and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2019, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding such interest payment date.

MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

Year	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	Year	<u>Amount</u>
2020	\$250,000	2025	\$295,000	2030	\$335,000
2021	265,000	2026	300,000	2031	345,000
2022	270,000	2027	305,000	2032	355,000
2023	280,000	2028	315,000	2033	365,000
2024	285,000	2029	325,000	2034	380,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. Rates must be in level or ascending order. All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires

or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall promptly so advise the winning bidder. The City may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the "Hold-the-Offering-Price Rule"). Bids will <u>not</u> be subject to cancellation in the event that the City determines to apply the Hold-the-Offering-Price Rule to the Bonds. Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the <u>earlier</u> of the following:

- (1) the close of the fifth (5th) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the "10% Test"), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group

agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Notes: Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) "public" means any person other than an underwriter or a related party,
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on February 1, 2027 through 2034 are subject to redemption and prepayment at the option of the City on February 1, 2026 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within thirty days after award, subject to an approving legal opinion by Briggs and Morgan, Professional Association, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$4,623,300 (99.00%) and accrued interest on the principal sum of \$4,670,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

John Harrenstein, City Administrator 1001 Belgrade Avenue North Mankato, Minnesota 56002

A good faith deposit (the "Deposit") in the amount of \$93,400 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: August 6, 2018 BY ORDER OF THE NORTH MANKATO CITY COUNCIL

/s/ John Harrenstein
City Administrator

Additional information may be obtained from: Northland Securities, Inc. 150 South 5th Street, Suite 3300 Minneapolis, Minnesota 55402 Telephone No.: 612-851-5900

FORM OF ISSUE PRICE CERTIFICATE – COMPETITIVE SALE SATISFIED

hereby cer "Bonds")	rtifies a	The undersigned, on behalf of	_(the "Underwriter"), 3onds, Series 2018A (the
1		Reasonably Expected Initial Offering Price.	
by the Unc Offering F	derwrit Prices a the Bor	As of the Sale Date, the reasonably expected initial offering prices of the are the prices listed in Schedule A (the "Expected Offering Price are the prices for the Maturities of the Bonds used by the Underwrite ands. Attached as Schedule B is a true and correct copy of the bid probable.	s"). The Expected or in formulating its bid to
(l bid.	b)	The Underwriter was not given the opportunity to review other bids	prior to submitting its
(0	c)	The bid submitted by the Underwriter constituted a firm offer to pu	rchase the Bonds.
2		Defined Terms.	
	lates, o	"Maturity" means Bonds with the same credit and payment terms. It is Bonds with the same maturity date but different stated interest rate	
company, party" for	or corp	"Public" means any person (including an individual, trust, estate, paperation) other than an Underwriter or a related party to an Underwrites of this certificate generally means any two or more persons who ownership, directly or indirectly.	riter. The term "related
``		"Sale Date" means the first day on which there is a binding contract Bonds. The Sale Date of the Bonds is	t in writing for the sale of
(or with the habite described	ne lead , and (i in clau f a sell	"Underwriter" means (i) any person that agrees pursuant to a writte underwriter to form an underwriting syndicate) to participate in the ii) any person that agrees pursuant to a written contract directly or in see (i) of this paragraph to participate in the initial sale of the Bonds ing group or a party to a retail distribution agreement participating iblic).	initial sale of the Bonds to adirectly with a person to the Public (including a
certificate of the Inte understand representa tax rules a connection income tax	represernal Reds that tions suffection with a purpor	resentations set forth in this certificate are limited to factual matters ents the Underwriter's interpretation of any laws, including specificate evenue Code of 1986, as amended, and the Treasury Regulations the the foregoing information will be relied upon by the Issuer with reset forth in the Nonarbitrage Certificate and with respect to compliar g the Bonds, and by Briggs and Morgan, Professional Association, rendering its opinion that the interest on the Bonds is excluded from coses, the preparation of the Internal Revenue Service Form 8038-G, may give to the Issuer from time to time relating to the Bonds.	ally Sections 103 and 148 ereunder. The undersigned pect to certain of the nee with the federal income Bond Counsel in a gross income for federal
D	ated:	······································	

FORM OF ISSUE PRICE CERTIFICATE – HOLD-THE-OFFERING-PRICE RULE APPLIES
The undersigned, on behalf of(the "Underwriter"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of General Obligation Bonds, Series 2018A (the "Bonds") of the City of North Mankato, Minnesota (the "Issuer").
1. <u>Initial Offering Price of the Bonds</u> .
(a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.
(b) As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.
2. <u>Defined Terms</u> .
(a) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (), or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.
(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is, 2018.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The

undersigned understands that the foregoing information will be relied upon by the Issuer with respect to
certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the
federal income tax rules affecting the Bonds, and by Briggs and Morgan, Professional Association, Bond
Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income
for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other
federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated:	, 2018

Finance Plan

City of North Mankato, Minnesota

\$4,670,000 General Obligation Bonds, Series 2018A

August 6, 2018



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

Member FINRA and SIPC | Registered with SEC and MSRB

Contents

Executive Summary	1
Issue Overview	2
Purpose2	
Authority2	
Structure2	
Security and Source of Repayment2	
Plan Rationale3	ı
Issuing Process3	
Attachment 1 - Preliminary Debt Service Schedule	4
Attachment 2 - 105% Levy (Improvement Portion)	5
Attachment 2 – 105% Levy (Tax Abatement Portion)	5
Attachment 3 - Related Considerations	6
Bank Qualification6	;
Arbitrage Compliance6	;
Continuing Disclosure6	5
Premiums7	7
Rating7	7
Attachment 4 - Calendar of Events	8
Attachment 5 - Risk Factors	9

Executive Summary

The following is a summary of the recommended terms for the issuance of \$4,670,000 General Obligation Bonds, Series 2018A (the "Bonds" or "2018A Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

Purpose

Proceeds from the Bonds will be used to finance improvements to Spring Lake Park, and improvements to Jefferson Avenue.

Security

The Bonds will be a General Obligation of the City. The City will pledge for payment of the Bonds:

• Annual tax abatement levies

• Special assessments collected from benefitted properties.

Property tax levies.

Repayment Term

The Bonds will mature annually each February 1 in the years 2020 - 2034. Interest on the Bonds will be payable on August 1, 2019 and semiannually thereafter on each August 1 and February 1.

Estimated Interest Rate

Average coupon: 2.90% True interest cost (TIC): 3.02%

Prepayment Option

Bonds maturing on and after February 1, 2027 will be subject to redemption on February 1, 2026 and any day thereafter at a price of par plus accrued interest.

Rating

A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "AA" by S&P.

Tax Status

The Bonds will be tax-exempt, bank qualified obligations.

Risk Factors

There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.

Type of Bond Sale

Public Sale - Competitive Bids

Proposals Received

Monday, December 3, 2018 @ 10:30 A.M.

Council Consideration

Monday, December 3, 2018 @ 7:00 P.M.

Issue Overview

Purpose

Proceeds from the Bonds will be used to finance improvements to Spring Lake Park (the "Tax Abatement Portion") and improvements to Jefferson Avenue (the "Improvement Portion"). The table below contains the sources and uses of funds for the bond issue.

	Tax		
	Abatement	Improvement	Issue
	Portion	Portion	Summary
Sources Of Funds			
Par Amount of Bonds	\$4,200,000.00	\$470,000.00	\$4,670,000.00
Additional required Equity contribution	1,124.20		1,124.20
Total Sources	\$4,201,124.20	\$470,000.00	\$4,671,124.20
Uses Of Funds			
Deposit to Project Construction Fund	4,115,000.00	461,400.00	4,576,400.00
Costs of Issuance	43,124.20	4,825.80	47,950.00
Total Underwriter's Discount (1.000%)	42,000.00	4,700.00	46,700.00
Rounding Amount	1,000.00	(925.80)	74.20
Total Uses	\$4,201,124.20	\$470,000.00	\$4,671,124.20

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 475 and 429, and Sections 469.1812 through 469.1815. The resolution approving property tax abatements will be adopted on August 6, 2018. Because of the City's agreement with the Mankato YMCA, a 501(c)(3) non-profit organization, to operate the Spring Lake Park Swim Facility, the City will be required to hold a TEFRA hearing before issuing the Bonds. This will allow the Bonds to be "Qualified Private Activity Bonds" and retain tax-exempt status. The City will hold the TEFRA hearing on August 6, 2018.

The total amount of abated taxes in any year cannot exceed the greater of (1) 10% of the net tax capacity of the political subdivision for the taxes payable year to which the abatement applies, or (2) \$200,000. The City's 2018 net tax capacity was \$11,260,853 ($$12,065,011 \times 0.1 = $1,206,501$). The maximum amount of abated taxes is expected to be approximately \$369,660, which is less than \$1,206,501.

Structure

The Bonds have been structured to result in relatively level annual debt service payments over the 15 year life of the Bonds. As "Qualified Private Activity Bonds", the costs of issuance, including underwriter's discount, paid for with bond proceeds from the Tax Abatement Portion of the issue cannot exceed two percent of that portion of the bond issue size. As a result, the City will need to make a cash contribution to cover any costs of issuance above two percent. In the preliminary structure, the City contribution is estimated to be \$1,124.20.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- <u>Property Tax Abatement</u>. The City will pledge a Tax Abatement levy to the payment of the Tax Abatement Portion of the Bonds. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose.
- Special Assessments. The City is expected to levy special assessments against benefited properties in the amount of \$114,000 (Engineer's estimate as of July 13, 2018) for the Improvement Portion. The assessments will be payable over 15 years, with an interest rate of 2% over the average coupon on the Bonds (currently assumed to be 5.00%), and structured for level annual payments of principal and interest. The assessments will be levied in 2018 for initial payment in 2019.
- Property Taxes. The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show an annual tax levy, averaging \$30,117.67 annually, is needed, which includes the statutory requirement of 105% of debt service, after accounting for assessments contributions and tax abatement levies. The levy will be adjusted annually based on actual special assessment collections, and additional monies in the debt service fund. The initial tax levy will be made in 2018 for taxes payable in 2019.

The table in Attachment 2 shows the estimated flow of funds, including the 5% overlevy.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed projects and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids to purchase the Bonds on Monday, December 3, 2018 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Briggs and Morgan, Professional Association, Minneapolis, Minnesota

Paying Agent: U.S. Bank, National Association, St. Paul, Minnesota

Attachment 1 - Preliminary Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/20/2018	-	-		-	-
08/01/2019	-	<u>.</u> .	76,588.78	76,588.78	•
02/01/2020	250,000.00	1.800%	62,380.00	312,380.00	388,968.78
08/01/2020	•	-	60,130.00	60,130.00	
02/01/2021	265,000.00	1.900%	60,130.00	325,130.00	385,260.00
08/01/2021	÷	<u> </u>	57,612.50	57,612.50	-
02/01/2022	270,000.00	2.050%	57,612.50	327,612.50	385,225.00
08/01/2022	-	-	54,845.00	54,845.00	-
02/01/2023	280,000.00	2.200%	54,845.00	334,845.00	389,690.00
08/01/2023	· •	-	51,765.00	51,765.00	-
02/01/2024	285,000.00	2.350%	51,765.00	336,765.00	388,530.00
08/01/2024	•	-	48,416.25	48,416.25	<u></u>
02/01/2025	295,000.00	2.450%	48,416.25	343,416.25	391,832.50
08/01/2025	, =	-	44,802.50	44,802.50	-
02/01/2026	300,000.00	2.550%	44,802.50	344,802.50	389,605.00
08/01/2026	•		40,977.50	40,977.50	_
02/01/2027	305,000.00	2.650%	40,977.50	345,977.50	386,955.00
08/01/2027	•	•	36,936.25	36,936.25	-
02/01/2028	315,000.00	2.750%	36,936.25	351,936.25	388,872.50
08/01/2028	· -	-	32,605.00	32,605.00	•
02/01/2029	325,000.00	2.900%	32,605.00	357,605.00	390,210.00
08/01/2029	· -	-	27,892.50	27,892.50	-
02/01/2030	335,000.00	3.000%	27,892.50	362,892.50	390,785.00
08/01/2030	-	-	22,867.50	22,867.50	-
02/01/2031	345,000.00	3.050%	22,867.50	367,867.50	390,735.00
08/01/2031	=	<u> </u>	17,606.25	17,606.25	-
02/01/2032	355,000.00	3.150%	17,606.25	372,606.25	390,212.50
08/01/2032	-		12,015.00	12,015.00	=
02/01/2033	365,000.00	3.200%	12,015.00	377,015.00	389,030.00
08/01/2033	-	.	6,175.00	6,175.00	-
02/01/2034	380,000.00	3.250%	6,175.00	386,175.00	392,350.00
Total	\$4,670,000.00	-	\$1,168,261.28	\$5,838,261.28	-

Date And Term Structure	
Dated	12/20/2018
Delivery Date	12/20/2018
First available call date	2/01/2026
Call Price	100.000%

Bond Year Dollars	\$40,311.86
Average Life	8.632 Years
Average Coupon	2.8980584%
Net Interest Cost (NIC)	3.0139052%
True Interest Cost (TIC)	3.0160566%
All Inclusive Cost (AIC)	3.1572136%

Attachment 2 - 105% Levy (Improvement Portion)

			Less:	Equals:		
_			S pecial Assessment	City Net	Levy	Collection
Date	Total P+I	105% Levy	Revenues*	Levy	Year	Year
02/01/2020	39,009.94	40,960.44	11,049.84	29,910.60	2018	2019
02/01/2021	37,127.50	38,983.88	11,049.84	27,934.04	2019	2020
02/01/2022	36,652.50	38,485.13	11,049.85	27,435.28	2020	2021
02/01/2023	41,140.00	43,197.00	11,049.85	32,147.15	2021	2022
02/01/2024	40,480.00	42,504.00	11,049.86	31,454.14	2022	2023
02/01/2025	39,775.00	41,763.75	11,049.85	30,713.90	2023	2024
02/01/2026	39,040.00	40,992.00	11,049.85	29,942.15	2024	2025
02/01/2027	38,275.00	40,188.75	11,049.85	29,138.90	2025	2026
02/01/2028	37,480.00	39,354.00	11,049.84	28,304.16	2026	2027
02/01/2029	41,655.00	43,737.75	11,049.85	32,687.90	2027	2028
02/01/2030	40,640.00	42,672.00	11,049.85	31,622.15	2028	2029
02/01/2031	39,590.00	41,569.50	11,049.86	30,519.64	2029	2030
02/01/2032	38,522.50	40,448.63	11,049.85	29,398.78	2030	2031
02/01/2033	37,420.00	39,291.00	11,049.86	28,241.14	2031	2032
02/01/2034	41,300.00	43,365.00	11,049.85	32,315.15	2032	2033
Total	\$588,107.44	\$617,512.81	\$165,747.75	\$451,765.06		

^{*}Assumes \$114,000 in principal spread in even payments for a term of 15 years with an interest rate of 5.00%, which is two percent over the average coupon rounded to the nearest quarter percent.

Attachment 2 - 105% Levy (Tax Abatement Portion)

			Levy	Collection
Date	Total P+I	105% Levy	Year	Year
02/01/2020	349,958.84	367,456.78	2018	2019
02/01/2021	348,132.50	365,539.13	2019	2020
02/01/2022	348,572.50	366,001.13	2020	2021
02/01/2023	348,550.00	365,977.50	2021	2022
02/01/2024	348,050.00	365,452.50	2022	2023
02/01/2025	352,057.50	369,660.38	2023	2024
02/01/2026	350,565.00	368,093.25	2024	2025
02/01/2027	348,680.00	366,114.00	2025	2026
02/01/2028	351,392.50	368,962.13	2026	2027
02/01/2029	348,555.00	365,982.75	2027	2028
02/01/2030	350,145.00	367,652.25	2028	2029
02/01/2031	351,145.00	368,702.25	2029	2030
02/01/2032	351,690.00	369,274.50	2030	2031
02/01/2033	351,610.00	369,190.50	2031	2032
02/01/2034	351,050.00	368,602.50	2032	2033
Total	\$5,250,153.84	\$5,512,661.53		

Attachment 3 - Related Considerations

Bank Qualification

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

Arbitrage Compliance

The Bonds are expected to qualify for the "small issuer" exemption related to arbitrage rebate.

Other aspects of arbitrage regulations will apply to the investment of bond proceeds and the debt service fund.

<u>Project/Construction Fund.</u> All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "small issuer" exemption because the City expects to issue less than \$5,000,000 of tax-exempt bonds, including any 501(c)3 conduit financings, in calendar year 2018.

<u>Debt Service Fund.</u> The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes and call notices, must be reported within ten days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff on the sale day to determine use of premium (if any).

Rating

A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "AA" by S&P. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 - Calendar of Events

July 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
AT-80_					-	

August 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Action	Responsible Party
July 16	City Council rescinds Resolution No. 60-17 approving property tax abatements	City Council Action
	City Council calls for public hearing for property tax abatement and TEFRA	
July 23	Deadline for publication of notice of property tax abatement public hearing (must publish at least 14-days prior to hearing date)	City
July 30	Tax Abatement Resolution sent to City for Council Packets Set Sale Resolution for 2018A Bonds Sent to City for	Northland, Bond Counsel
	Council Packets	
	Finance Plan for 2018A Bonds Sent to the City	
August 6	Tax abatement and TEFRA public hearing	City Council Action, Northland, Bond
	City Council approves Tax Abatement Resolution	Counsel
	City Council approves Set Sale Resolution for 2018A Bonds	
October 24	Preliminary Official Statement Sent to City for Sign Off and to Rating Agency (S&P)	Northland, City
Week of November 5	Rating Conference Call	Northland, City, Rating Agency
November 21	Rating Received	Rating Agency, City, Northland
December 3	Bond Sale - 10:30 a.m.	City Council Action, Northland, Bond
	Authorizing Resolution Adopted - 7:00 p.m.	Counsel
December 20	Closing on the Bonds (Proceeds available)	Northland, City Staff, Bond Counsel

Attachment 5 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

Special Assessments: Special assessments for the financed project have not been levied at this time. This Finance Plan is based on the assumptions listed earlier in this report. Changes in the terms and timing for the actual assessments will alter the projected flow of funds for payment of debt service on the Bonds. Also, special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments (if any) have not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

Tax Abatement: The tax abatement levy needs to be calculated annually in accordance with the abatement resolution. The abatement levy must be included in the preliminary levy used for annual Truth in Taxation hearings. A tax abatement levy was authorized as a special levy (not subject to levy limits) under the most recent legislation. Levy limits are not currently enacted. The status of a tax abatement levy under future levy limitations (if any) cannot be predicted.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds
 and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as
 tax-exempt securities and failure to comply with the IRS regulations may lead to loss of taxexemption.

MUNICIPAL ADVISORY SERVICE AGREEMENT BY AND BETWEEN THE CITY OF NORTH MANKATO, MINNESOTA AND NORTHLAND SECURITIES, INC.

This Agreement made and entered into by and between the City of North Mankato, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2018A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website (www.msrb.org) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

Planning and Development

- 1. Assist City officials to define the scope and the objectives for the Debt.
- 2. Investigate and consider reasonably feasible financing alternatives.
- 3. Assist the City in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt

service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

- 4. Prepare a schedule of events related to the issuance process.
- 5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
- 6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

Bond Sale

- 1. Assist the City with the preparation, review and approval of the preliminary official statement (POS).
- 2. Assist the City and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
- 3. Prepare and submit application for bond rating(s) and assist the City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the City with preparing and conducting the rating call or other presentation.
- 4. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
- 5. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

- 1. Assist the City with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
- 2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
- 3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$24,840. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.

- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

CONFLICTS OF INTEREST

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the City in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the City. In executing this Agreement, the City acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The City is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect City staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

LEGAL AND DISCIPLINARY ACTIONS

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The City can find information about these forms and accessing information related to NSI at www.sec.gov/municipal/oms-edgar-links.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 23rd day of July, 2018.

Northland Securities, Inc.	
By: Secutive Vice President	
City of North Mankato, Minnesota	
City of Professional Control of the	
Ву:	
Its:	

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #12C Departm	ent: City Engineer	Council Meet	ing Date: 8/0	6/18
TITLE OF ISSUE: Consider Adopting Resolution Establishing the State of Minnesota Department of				
Transportation and City of North Mankato Cooperative Construction Agreement for a Collaborative Storm				
Water Management Facility.				
BACKGROUND AND SUPPLEMENTAL INFO	ORMATION: On July	2, 2018, the Ci	ty of North	Mankato,
presented a preliminary Engineering Report for	r the westward expans	ion of the Nort	h Port Indu	strial Park. The
City is at the western limits of the drainage area				
bank area located at the southwest corner of CS				
new regional pond for the Industrial Park expa				and the state of t
agreement allowing the City to utilize MnDOT' would have to expand the ponds and change the				
expansion.	in from dry to wet. 11	ie pona would j	oroviue ura	image for the
expansion.				

		16 - 1 1/4/1	:	l
REQUESTED COUNCIL ACTION: Adopt Res	colution Fetablishing t			ach a separate sheet
REQUESTED COUNCIL ACTION: Adopt Res		he State of Min	nesota Dep	artment of
REQUESTED COUNCIL ACTION: Adopt Res Transportation and City of North Mankato Coo Water Management Facility.		he State of Min	nesota Dep	artment of
Transportation and City of North Mankato Coo		he State of Min	nesota Dep	artment of
Transportation and City of North Mankato Coo	operative Construction	he State of Min	nesota Dep r a Collabo	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility.	SUPPOR	he State of Min Agreement fo	nesota Dep r a Collabo	artment of rative Storm
Transportation and City of North Mankato Coo	SUPPOR' Resolution Ordin	he State of Min Agreement fo	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By:	SUPPOR	he State of Min Agreement fo	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Nay	SUPPOR' Resolution Ordin	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By:	SUPPOR' Resolution Ordin	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock	SUPPOR' Resolution Ordin	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner	SUPPOR' Resolution Ordin	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock	SUPPOR' Resolution Ordin	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner	SUPPOR' Resolution Ordin	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner Dehen	SUPPOR' Resolution Ordin X Other (specify)	Agreement Agreement Agreement Agreement	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner	SUPPOR' Resolution Ordin X Other (specify)	he State of Min Agreement fo FING DOCUM ance Contract	nesota Dep r a Collabo ENTS ATT	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner Dehen Workshop	Resolution Ordin X X Other (specify)	FING DOCUM ance Contract Agreement	nesota Depra Collabo ENTS ATT Minutes	artment of rative Storm
Transportation and City of North Mankato Coo Water Management Facility. Motion By: Second By: Vote Record: Aye Norland Freyberg Whitlock Steiner Dehen Workshop	Resolution Ordin X X Other (specify)	TING DOCUM ance Contract Agreement Agreement ier to:	nesota Depra Collabo ENTS ATT Minutes	artment of rative Storm

CITY OF NORTH MANKATO

RESOLUTION

IT IS RESOLVED that the City of North Mankato enter into Mn/DOT Agreement No. 1030169 with the State of Minnesota, Department of Transportation for the following purposes:

For the construction and maintenance of a collaborative Storm Water Management Facility on State owned property and other associated construction upon, along and adjacent to Trunk Highway No. 14 approximately 0.75 mile west of County Road 41 (Rockford Road) according to City-prepared plans, specifications and special provisions designated by the City as M18.113124 and by the State as State Project No. 5203-109 upon the terms and conditions set forth in the Agreement.

IT IS FURTHER RESOLVED that the Mayor and	the are
authorized to execute the Agreement and any amer	
CERTIFIC	ATION
I certify that the above Resolution is an accurate coof the City of North Mankato at an authorized mee, 2018, as shown by the m	• • • • • • • • • • • • • • • • • • • •
	(Signature)
Subscribed and sworn to before me this day of, 2018	(Type or Print Name)
Notary Public	(Title)
My Commission Expires	

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION And CITY OF NORTH MANKATO COOPERATIVE CONSTRUCTION AGREEMENT

State Project Number (S.P.):	5203-109
Trunk Highway Number (T.H.):	14

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 ("City").

Recitals

- 1. The City will perform construction of a collaborative Storm Water Management Facility on State owned property and other associated construction upon, along and adjacent to Trunk Highway No. 14 approximately 0.75 mile west of County Road 41 (Rockford Road) overpass on the north side of Trunk Highway 14 near the Northport Industrial Park, according to City-prepared plans, specifications and special provisions designated by the City as M18.113124 and by the State as State Project No. 5203-109 (T.H. 14) ("Project"); and
- 2. The City requests the State allow the construction of a collaborative Storm Water Management Facility on State Right-of-Way and the State is willing to allow said construction; and
- 3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

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

- **1.1.** *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- **1.2.** Expiration Date. This Agreement will expire when all obligations have been satisfactorily fulfilled. This document needs to survive or appropriate conditions incorporated into the State form "Application for Utility Permit on Trunk Highway Right-Of-Way" (Form 2525). This should stay in effect until the various permits requiring the work (and their successors) are rescinded.
- 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: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 8. Liability; Worker Compensation Claims; Insurance; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- **1.4.** *Plans, Specifications, Special Provisions.* State-approved City plans, specifications and special provisions designated by the City as M18.113124 and by the State as State Project No. 5203-109 (T.H. 14) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- **1.5.** *Exhibits.* Memo, Location, Drainage Limits and MPCA Requirements are attached and incorporated in this agreement.

2. Right-of-Way Use

2.1. Limited Right to Occupy. The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This

right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. State Access; Suspension of Work; Remedial Measures. The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- **2.3.** *Traffic Control; Worker Safety.* While the City (and its contractors and consultants) are occupying the State Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (http://www.dot.state.mn.us/trafficeng/workzone/index.html). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements. The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- **2.5.** Existing Drainage. The City will perpetuate existing drainage patterns within State right of way. The City will comply with State's environmental permits and commitments, assume all responsibility for maintenance and repairs of City owned facilities and will comply with other requirements as specified by the State in this agreement and permits.

3. Contract Award and Construction

- 3.1. Direction, Supervision and Inspection of Construction.
 - **A.** The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer at Mankato five days' notice of its intention to start the contract construction.
 - **B.** Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".
- **3.2.** Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and

the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.3. Compliance with Laws, Ordinances, Regulations. The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- **4.1.** The City will, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction.
- **4.2.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.
- **4.3.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of North Mankato to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-Of-Way" (Form 2525).
- **4.4.** Limited Use Permit. The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit to cover the City's liability responsibilities of to be constructed upon the State Right-of-Way.

5. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- **5.1.** Storm Water Management Facility. City will enlarge the in place pond as identified on the Location exhibits included in this agreement for the purpose of storm water treatment for development purposes. The filtration basin will be modified from a dry filtration basin to a wet sedimentation basin. Two in place culverts will be extended to the normal water level of the wet sedimentation basin.
- 5.2. Storm Sewers. City will be responsible for routine maintenance and minor repair of any storm sewer facilities construction. Routine maintenance and minor repair includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, replacing damaged grates, replacing rings, resetting castings, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed major repairs.
- **5.3.** *Municipal Utilities.* City will be responsible for maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- **5.4.** Gopher State One Call (GSOC) marking. The city will be responsible for performing all GSOC marking of all assets installed by them or their contractor or their permitiees. This includes, but is not limited to electrical power, control wiring, storm sewer, sanitary sewer, water service, etc.
- 5.5. Additional Drainage. Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Mankato and is incorporated into this Agreement by reference.
- **5.6.** Future Responsibilities. Upon the start of construction of the Storm Water Management Facility, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of Storm Water Management Facility and all of the facilities constructed as part of this Agreement, without cost or expense to the State in perpetuity.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Scott Morgan, Hydraulics Engineer (or successor)

Address: 2151 Bassett Drive, Mankato, MN. 56001

Telephone: 507-304-6154

E-Mail: scott.morgan@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: John Harrenstein, City Administrator (or successor)

Address: 1001 Belgrade Avenue, North Mankato, MN. 56003

Telephone: 507-625-4141

Fax:

E-Mail: johnharrenstein@northmankato.com

7. Assignment; Amendments; Waiver; Contract Complete

- **7.1.** Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- **7.2.** 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.
- 7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- **7.4.** Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- **8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- **8.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City'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.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City 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 City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- **13.1.** By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 13.2. Termination for Insufficient Funding. The 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 or the provision of the services covered here. Termination must be by written or fax notice to the City. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- **13.3.** *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF NORTH MANKATO DEPARTMENT OF TRANSPORTATION The undersigned certify that they have lawfully Recommended for Approval: executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances. By: (District Engineer) By: Date: Title: Approved: Date: By: (State Design Engineer) By: Date: Title: Date: COMMISSIONER OF ADMINISTRATION By: (With Delegated Authority)

Date:

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #12D	Department:	Community Dev.	Council Meeting Date	: 8/6/18
TITLE OF ISSUE: Consider Setting Public Hearing for August 20, 2018, 7:00 p.m., to Consider Ordinance No. 105, Amending Chapter 156.				
BACKGROUND AND SUPPLEMENT. Planning Commission had reviewed and Chapter 156. The amendment would re automatic pool cover around in-ground residents to choose either a 6-foot fence pool, but the pool must be a single-fami required to install a 6-foot fence. REQUESTED COUNCIL ACTION: Se	l recomment equire resident pools. City or an ASTM ly residence	ded a request from ents either install a 6 Council requested 6 I certified automati Multi-family resid	Brian Sowers to amero- i-foot fence or an AST City staff prepare an or composition of the properties o	nd City Code "M certified Ordinance allowing and an in-ground pools would be
No. 105, Amending Chapter 156.				
		SUPPORT	NG DOCUMENTS A	TTACHED
Motion By:		Resolution Ordinan	ce Contract Minute	s Map
Vote Record: Aye Norland Freyberg Whitlock Steiner Dehen		Other (specify)	Public Hearing Notice	
Workshop		Refer	to:	
X Regular Meeting			until:	
Special Meeting		Other		

ORDINANCE NO. 105, FOURTH SERIES

AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA, AMENDING NORTH MANKATO CITY CODE, CHAPTER 156 ZONING CODE

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

Section 1. North Mankato City Code, Section 156.036, entitled "Zoning Code" R-A, Residential Agricultural District:

- (D) Accessory uses. The following are permitted uses.
 - (1) Private garage.
- (2) In-ground private swimming pool serving a single-family residence when completely enclosed within a fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.

Section 2. North Mankato City Code, Section 156.037, entitled "Zoning Code" R-1, One Family Dwelling District:

- (E) Accessory uses.
 - (1) The following are permitted uses:
 - (a) Private garage.
- (b) In-ground private swimming pool serving a single-family residence when completely enclosed within a fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.

Section 3. North Mankato City Code, Section 156.038, entitled "Zoning Code" R1-S, One Family Dwelling Small Lot District:

- (D) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool serving a single-family residence when completely enclosed with a fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards

Section 4. North Mankato City Code, Section 156.039, entitled "Zoning Code" R-2, One and Two Family Dwelling District:

- (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool serving a single-family residence when completely enclosed with a suitable fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards

Section 5. North Mankato City Code, Section 156.040, entitled "Zoning Code" R-3, Limited Multiple Dwelling District:

- (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool serving a single-family residence when completely enclosed with a fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.
- (10) In-ground swimming pool serving a multi-family dwelling(s) when completely enclosed with a fence of at least six feet in height

Section 6. North Mankato City Code, Section 156.0401, entitled "Zoning Code" R-3A, Medium Density Residential District:

- (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool serving a single-family residence when completed enclosed with a fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards
- (10) In-ground swimming pool serving a multi-family dwelling(s) when completely enclosed with a fence of at least six feet in height

Section 7. North Mankato City Code, Section 156.041, entitled "Zoning Code" R-4, Multiple Dwelling District:

- (C) Permitted uses. The following are permitted uses:
- (11) In-ground swimming pool serving a multi-family dwelling(s) when completely enclosed with a fence of at least six feet in height
 - (E) Accessory uses. The following are permitted uses:
- (10) In-ground private swimming pool serving a single-family residence when completely enclosed with a fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.

Section 8. After adoption, signing and attestation, this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the City Council this 6th day of August 2018.

	MAYOR	
ATTEST:		
City Clerk	····	

№ § 156.036 R-A, RESIDENTIAL AGRICULTURAL DISTRICT.

- (A) *Purpose*. This district is intended to establish an area which is best suited for the transition from agricultural use to urban use and to prevent unplanned, non-farm development and permit orderly and economic development of public services, utilities and schools.
 - (B) Permitted uses. The following are permitted uses:
 - (1) Single family detached dwellings;
 - (2) Agriculture, farming, and truck gardening; except kennels, animal, or poultry farms;
 - (3) Fences;
 - (4) Landscaping;
 - (5) Driveways.
 - (C) Conditional uses. The following uses may be permitted.
 - (1) Cemetery, memorial garden.
 - (2) Churches.
 - (3) Public uses.
 - (4) Schools, public and private.
- (5) Home occupations when such use does not exceed one-third of the main floor space of a dwelling, is conducted only in the principal dwelling, and does not employ any persons not residing on the premises.
- (6) Water supply buildings, reservoirs, wells, elevated tanks, and similar essential public utility and service structures.
 - (D) Accessory uses. The following are permitted uses.
 - (1) Private garage.
- (2) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completely enclosed within a suitable fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards-
 - (3) Aboveground swimming pool.
 - (4) Driveways.
 - (5) Off-street parking.
 - (6) Utility buildings.
 - (7) Solar energy systems.
 - (8) Satellite reception equipment.
 - (E) Yard regulations.
- (1) Front yard. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of two or more streets there shall be a front yard on each street side.
- (2) *Side yard*. For all uses allowed there shall be a side yard, on each side of a building, having a width of not less than 10 feet.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.
 - (4) Transitional yards. There are no requirements.
- (F) *Ground coverage*. The sum total of the ground area covered by all structures shall not exceed 20% of the lot on which the structures are located, for all permitted or conditional uses.
- (G) Height regulations. No structure hereafter erected or altered shall exceed two and one-half stories or 30 feet in height.
- (1975 Code, § 11.07) (Am. Ord. 3, passed 3-2-1981; Am. Ord. 22, passed 7-19-1982)

§ 156.037 R-1, ONE FAMILY DWELLING DISTRICT.

(A) Purpose. This district is intended to establish an area of low density residential uses.

- (B) Special requirements. Conversion of any use to other than a permitted or an approved conditional use is prohibited.
 - (C) Permitted uses. The following are permitted uses:
 - (1) Single family detached dwellings.
 - (2) Fences.
 - (3) Non-commercial gardening.
 - (4) Landscaping.
 - (5) Driveways.
- (6) Churches, provided that no building shall be located within 50 feet of any abutting lot line in any of the classes of residential districts.
- (7) Public buildings and uses of the following kind: elementary and secondary schools, parks, playgrounds, libraries, museums, community centers and recreation centers, or private schools having a curriculum equivalent to a public elementary school or public high school.
 - (8) Home occupations. See § <u>156.035(BB)</u>.
 - (D) Conditional uses. The following uses may be permitted:
 - (1) Bed and breakfast..
 - (2) Cemetery.
 - (3) Government, public utility and public services uses.
 - (E) Accessory uses.
 - (1) The following are permitted uses:
 - (a) Private garage.
- (b) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completely enclosed within a suitable fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.
 - (c) Aboveground pool.
 - (d) Driveways.
 - (e) Off-street parking.
 - (f) Utility buildings.
 - (g) Solar energy systems,
 - (h) Satellite reception equipment.
 - (2) The raising and keeping of farm animals is not permitted.
- (F) Lot area. Every single family dwelling erected shall require a lot area of not less than 9,000 square feet.
 - (G) Lot width and depth.
- (1) Lot width. Every lot or plot upon which there is erected a single family dwelling shall require a minimum width of 90 feet at the building setback line.
- (2) Lot depth. Every lot or plot upon which there is erected a single family dwelling shall require a minimum depth of not less than 100 feet.
 - (H) Yard regulations.
- (1) *Front yard*. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of two or more streets, there shall be a front yard on each street side.
- (2) Side yard. For all uses allowed, there shall be a side yard, on each side of the building, each not less than 10 feet in width.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.

- (4) Transitional yards. There are no requirements.
- (I) Ground coverage. Not more than 40% of a lot or plot shall be covered by all main and accessory buildings.
- (J) Height regulations. No structure hereafter erected or altered shall exceed two and one-half stories or 30 feet in height. Accessory buildings shall not exceed 1-1/2 stories in height or 22 feet in height.
- (K) State licensed residential facility. State licensed residential facilities are allowed in all residential districts pursuant to Minnesota State Statutes, as amended from time to time. The regulation of residential occupancies contained in this section shall not apply to a state licensed residential facility.

(1975 Code, § 11.08) (Am. Ord. 214, passed 4-15-2002; Am. Ord. 8, 4th Series, passed 1-16-2007; Am. Ord. 21, 4th Series, passed 1-20-2009)

№ § 156.038 R1-S, ONE-FAMILY DWELLING, SMALL LOT DISTRICT.

- (A) *Purpose*. This district is intended to establish an area of single-family residential development on smaller lots.
 - (B) Permitted uses. The following are permitted uses:
 - (1) Single family detached dwellings.
 - (2) Fences.
 - (3) Non-commercial gardening.
 - (4) Landscaping.
 - (5) Driveways.
- (6) Churches, provided that no building shall be located within 50 feet of any abutting lot line in any of the classes of residential districts.
- (7) Public buildings and uses of the following kind: elementary and secondary schools, parks, playgrounds, libraries, museums, community centers and recreation centers, or private schools having a curriculum equivalent to a public elementary school or public high school.
 - (8) Home occupations. See § 156.035(BB).
 - (C) Conditional uses. The following uses may be permitted:
 - (1) Cemetery.
 - (2) Government, public utility and public service uses.
 - (D) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completed enclosed with a suitable fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.
 - (3) Above-ground swimming pool.
 - (4) Driveways.
 - (5) Off-street parking.
 - (6) Utility buildings.
 - (7) Solar energy systems.
 - (8) Satellite reception equipment.
- (E) Lot area (detached). Every single family detached dwelling erected shall require a lot area of not less than 6,000 square feet.
 - (F) Lot width and depth.
- (1) Lot width (detached). Every lot or plot upon which there is erected a single-family detached dwelling shall require a minimum width of 60 feet at the building setback line.

- (2) Lot depth. Every lot or plot upon which there is erected a single family dwelling shall require a minimum depth of not less than 100 feet.
 - (G) Yard regulations.
- (1) Front yard. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of 2 or more streets there shall be 1 front yard of not less than 30 feet and 1 front yard of not less than 15 feet.
 - (2) Side yard. For all uses allowed there shall be a side yard of not less than 6 feet.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.
 - (4) Transitional yards. There are no requirements.
- (H) Ground coverage. Not more than 40% of a lot or plot shall be covered by all main and accessory buildings.
- (I) Height regulations. No structure hereafter erected or altered shall exceed 2-1/2 stories or 30 feet in height. Accessory uses shall not exceed 1-1/2 stories or 22 feet in height.
- (J) Variances. No variances to reduce minimum building setbacks or minimum lot sizes shall be granted in the R-1S, One-Family Dwelling-Small Lot District.
- (Ord. passed -; Am. Ord. 8, 4th Series, passed 1-16-2007; Am. Ord. 83, 4th Series, passed 12-5-2016)

§ 156.039 R-2, ONE AND TWO FAMILY DWELLING DISTRICT.

- (A) *Purpose*. This district is intended to establish an area low density residential development allowing one- and two-family dwellings.
 - (B) Special requirements.
- (1) Conversion of any use to other than a permitted or approved conditional use is prohibited.
- (2) All two-family dwellings which share a common vertical wall and whose lot size and front footage render them capable of being converted to a twin home shall conform to the twin home building code requirements.
 - (C) *Permitted uses.* The following are permitted uses:
 - (1) Single family detached dwellings.
 - (2) Two family dwellings.
 - (3) Fences.
 - (4) Non-commercial gardening.
 - (5) Landscaping.
 - (6) Driveways.
- (7) Churches, provided that no building shall be located within 50 feet of any abutting lot line in any of the classes of residential districts.
- (8) Public buildings and uses of the following kind: elementary and secondary schools, parks, playgrounds, libraries, museums, community centers and recreation centers, or private schools having a curriculum equivalent to a public elementary school or public high school.
 - (9) Home occupations. See § 156.035(BB).
 - (D) Conditional uses. The following uses may be permitted:
 - (1) Cemetery
 - (2) Government, public utility and public service uses.
 - (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.

- (2) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completed enclosed with a suitable fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.
 - (3) Aboveground swimming pool.
 - (4) Driveways.
 - (5) Off-street parking.
 - (6) Utility buildings.
 - (7) Solar energy systems.
 - (8) Satellite reception equipment.
- (9) Accessory uses customarily incidental to and on the same lot as the principal use as regulated by this chapter.
 - (F) Lot area.
- (1) Lot area (detached). Every single family detached dwelling erected shall require a lot area of not less than 7,500 square feet.
- (2) Lot area (attached). Every single family attached dwelling erected shall require a lot area of not less than 10,500 square feet.
- (3) Lot area (two-family/duplex). Every two family dwelling erected shall require a lot area of not less than 8,750 square feet.
 - (4) Planned unit developments shall require at least 10 acres.
 - (G) Lot width and depth.
- (1) Lot width (detached). Every lot upon which there is erected a single family detached dwelling shall require a minimum width of 75 feet at the building setback line.
- (2) Lot width (attached). Every lot upon which there is erected a single family attached dwelling consisting of two dwelling units shall require a minimum width of 80 feet at the building setback line; each additional dwelling unit attached thereafter shall require a minimum additional width of 18 feet per unit at the building setback line.
- (3) Lot width (two family). Every lot upon which there is erected a two family dwelling shall require a minimum width of 80 feet at the building setback line.
- (4) Lot depth. Every lot or plot upon which there is erected a single family dwelling, whether attached or detached, a two family dwelling, or a multiple family dwelling shall require a minimum depth of not less than 100 feet.
 - (H) Yard regulations.
- (1) Front yard. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of two or more streets there shall be a front yard on each street side.
 - (2) Side yard. For all uses allowed there shall be a side yard of not less than 10 feet.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.
 - (4) Transitional yards. There are no requirements.
- (I) Ground coverage. Not more than 40% of a lot or plot shall be covered by all main and accessory buildings.
- (J) Height regulations. No structure hereafter erected or altered shall exceed two and one-half stories or 30 feet in height. Accessory uses shall not exceed 1-1/2 stories in height or 22 feet.
 - (K) Zero lot line dwellings.
 - (1) Twin homes shall be subject to the following regulations:
- (a) The required lot area for each dwelling in a twin home shall be at a minimum one-half of the minimum lot area for 2 single family attached dwellings in the relevant zoning district;

- (b) Every lot or plot upon which there is erected a dwelling as part of a twin home shall have a minimum width of 40 feet at the building setback line and a minimum depth of 100 feet;
- (c) Each dwelling in a twin home shall have a front yard of not less than 30 feet, a rear yard of not less than 25 feet, and a side yard of not less than 10 feet. Where a dwelling is located on a lot which is on the intersection of 2 or more streets, there shall be a yard of not less than 30 feet on each street side and a yard of not less than 25 feet on the remaining side;
- (d) Dwellings in a twin home shall be governed by the height and ground coverage regulations for single family attached dwellings in the relevant zoning district.
 - (2) All other zero lot line dwellings shall be subject to the following regulations:
- (a) Zero lot line dwellings may be erected in such a manner that 2 single family dwellings share a common wall located on the common rear lot line;
- (b) The zero lot line dwellings described in subsection (1) shall be permitted uses within R-2, R-3 and R-4 zoning districts. The zoning standards shall be proportionate to the minimum standards for single family attached dwellings in the relevant zoning district.
- (3) Deed restrictions shall be recorded with the property requiring that the structure and yard areas shall have a uniform exterior appearance in terms of color, design and maintenance. These restrictions shall be in the form of a homeowners association or a homeowners agreement. (1975 Code, § 11.09) (Am. Ord. 29-82, passed 12-6-1982; Am. Ord. 54, passed 12-17-1984; Am. Ord. 239, passed 5-17-2004; Am. Ord. 8, 4th Series, passed 1-16-2007)

🖟 § 156.040 R-3, LIMITED MULTIPLE DWELLING DISTRICT.

- (A) *Purpose.* This district is intended to establish an area of limited high density residential uses.
 - (B) Special requirements.
- (1) Conversion of any use to other than a permitted or approved conditional use is prohibited. Single family attached dwellings permitted shall not exceed 8 dwelling units per structure. Apartments, apartment buildings, and multiple family dwellings permitted shall not exceed 12 dwelling units per structure.
- (2) All two-family dwellings which share a common vertical wall and whose lot size and front footage render them capable of being converted to a twin home shall conform to the twin home building code requirements.
 - (C) Permitted uses. The following are permitted uses:
 - (1) Single family detached dwellings.
 - (2) Two family dwellings.
 - (3) Fences.
 - (4) Non-commercial gardening.
 - (5) Landscaping.
 - (6) Driveways.
- (7) Churches, provided that no building shall be located within 50 feet of any abutting lot line in any of the classes of residential districts.
- (8) Public buildings and uses of the following kind: elementary and secondary schools, parks, playgrounds, libraries, museums, community centers and recreation centers, or private schools having a curriculum equivalent to a public elementary school or public high school.
 - (9) Home occupations. See § 156.035(BB).
 - (10) Apartments or apartment buildings.
 - (11) Multiple family dwellings.
 - (D) Conditional uses. The following uses may be permitted:

- (1) Cemetery.
- (2) Government, public utility and public service uses.
- (3) Mobile home or trailer park pursuant to the provisions of the City Code.
- (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completed enclosed with a suitable fence at least 6 feet in height, or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.
 - (3) Aboveground swimming pool.
 - (4) Driveways.
 - (5) Off-street parking.
 - (6) Utility buildings.
 - (7) Solar energy systems.
 - (8) Satellite reception equipment.
- (9) Accessory uses customarily incidental to and on the same lot as the principal use as regulated by this chapter.
- (10) In-ground swimming pool serving a multi-family dwelling(s) when completely enclosed with a fence of at least six feet in height
 - (F) Lot area.
- (1) Lot area (detached). Every single family detached dwelling erected shall require a lot area of not less than 6,500 square feet.
- (2) Lot area (attached). Every single family attached dwelling erected shall require a lot area of not less than 9,000 square feet for the first two dwelling units erected, plus 3,000 square feet for each additional unit attached.
- (3) Lot area (two family). Every two family dwelling erected shall require a lot area of not less than 8,800 square feet.
- (4) Lot area (multiple). Every multiple family dwelling erected shall require a lot area of not less than 11,000 square feet for the first 3 dwelling units erected plus 1,500 square feet for each additional unit attached.
 - (G) Lot width and depth.
- (1) Lot width (detached). Every lot upon which there is erected a single family detached dwelling shall require a minimum width of 65 feet at the building setback line.
- (2) Lot width (attached). Every lot upon which there is erected a single family attached dwelling consisting of two dwelling units shall require a minimum width of 80 feet at the building setback line; each additional dwelling unit attached thereafter shall require a minimum additional width of 16 feet per unit at the building setback line.
- (3) Lot width (two family/duplex). Every lot upon which there is erected a two family dwelling shall require a minimum width of 80 feet at the building setback line.
- (4) Lot width (multiple). Every lot upon which there is erected a multiple family dwelling shall require a minimum width of 100 feet at the building setback line.
- (5) Lot depth. Every lot upon which there is erected a single family dwelling, whether attached or detached, a two family dwelling; or a multiple family dwelling shall require a minimum depth of not less than 100 feet.
 - (H) Yard regulations.

- (1) Front yard. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of two or more streets there shall be a front yard on each street side.
- (2) Side yard. For all uses allowed there shall be a side yard, on each side of the building, each not less than 10 feet in width, plus 1 additional foot for each side yard required for each 1 foot or fraction thereof of building height in excess of 30 feet.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.
 - (4) Transitional yards. There are no requirements.
- (I) Ground coverage. Not more than 50% of a lot or plot shall be covered by all main and accessory buildings.
- (J) Height regulations. No structure hereafter erected or altered shall exceed 3 stories or 45 feet in height. Accessory buildings shall not exceed 1-1/2 stories in height or 22 feet in height. (1975 Code, § 11.10) (Am. Ord. 23, passed 8-16-1982; Am. Ord. 24, passed 10-18-1982; Am. Ord. 54, passed 12-17-1984; Am. Ord. 8, 4th Series, passed 1-16-2007; Am. Ord. 53, 4th Series, passed 1-21-2014)

🖟 § 156.0401 R-3A, MEDIUM DENSITY RESIDENTIAL DISTRICT.

- (A) *Purpose*. This district is intended to establish an area for medium density residential uses. Such areas are intended for the development of single-family attached and detached dwellings and medium density residential dwellings such as duplexes, townhomes and smaller apartment buildings.
 - (B) Special requirements.
- (1) The density of residential development upon any lot in an R-3A zone shall not exceed 6 dwelling units per acre.
- (2) Conversion of any use to other than a permitted or approved conditional use is prohibited. Single family attached dwellings permitted shall not exceed 4 dwelling units per structure. Apartments, apartment buildings, and multiple dwellings shall not exceed 4 dwelling units per structure.
- (3) All two-family dwellings which share a common vertical wall and whose lot size and front footage render them capable of being converted to a twin home shall conform to the Twin Home Building Code requirements.
 - (C) Permitted uses. The following are permitted uses:
 - (1) Single-family detached dwellings.
 - (2) Two-family dwellings.
 - (3) Fences.
 - (4) Non-commercial gardening.
 - (5) Landscaping.
 - (6) Driveways.
- (7) Churches, provided that no building shall be located within 50 feet of any abutting lot line in any of the classes of residential districts.
- (8) Public buildings and uses of the following kind: elementary and secondary schools, parks, playgrounds, libraries, museums, community centers and recreation centers, or private schools having a curriculum equivalent to a public elementary school or public high school.
 - (9) Home occupations. See § <u>156.035(BB)</u>.
 - (10) Apartments or apartment buildings not to exceed 4 dwelling units per structure.
 - (11) Multiple family dwellings not to exceed 4 dwelling units per structure.
 - (D) Conditional uses. The following uses may be permitted:

- (1) Cemetery.
- (2) Government, public utility and public service uses.
- (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completed enclosed with a suitable fence at least 6 feet in height or an automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.
 - (3) Above-ground swimming pool.
 - (4) Driveways.
 - (5) Off-street parking.
 - (6) Utility buildings.
 - (7) Solar energy systems.
 - (8) Satellite reception equipment.
- (9) Accessory uses customarily incidental to and on the same lot as the principal use as regulated by this chapter.
- (10) In-ground swimming pool serving a multi-family dwelling(s) when completely enclosed with a fence of at least six feet in height
 - (F) Lot area.
- (1) Lot area (detached). Every single family detached dwelling erected shall require a lot area of not less than 6,500 square feet.
- (2) Lot area (attached). Every single-family attached dwelling erected shall require a lot area of not less than 9,000 square feet for the first 2 dwelling units erected, plus 3,000 square feet for each additional unit attached.
- (3) Lot area (two-family). Every two-family dwelling erected shall require a lot area of not less than 8,800 square feet.
- (4) Lot area (multiple). Every multiple family dwelling erected shall require a lot area of not less than 11,000 square feet for the first 3 dwelling units erected plus 1,500 square feet for each additional unit attached.
 - (G) Lot width and depth.
- (1) Lot width (detached). Every lot upon which there is erected a single-family detached dwelling shall require a minimum width of 65 feet at the building setback line.
- (2) Lot width (attached). Every lot upon which there is erected a single-family attached dwelling consisting of 2 dwelling units shall require a minimum width of 80 feet at the building setback line; each additional dwelling unit attached thereafter shall require a minimum additional width of 16 feet per unit at the building setback line.
- (3) Lot width (two family/duplex). Every lot upon which there is erected a two family dwelling shall require a minimum width of 80 feet at the building setback line.
- (4) Lot width (multiple). Every lot upon which there is erected a multiple family dwelling shall require a minimum width of 100 feet at the building setback line.
- (5) Lot depth. Every lot upon which there is erected a single-family dwelling, whether attached or detached, a two-family dwelling; or a multiple family dwelling shall require a minimum depth of not less than 100 feet.
 - (H) Yard regulations.
- (1) Front yard. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of 2 or more streets there shall be a front yard on each street side.

- (2) Side yard. For all uses allowed there shall be a side yard, on each side of the building, each not less than 10 feet in width, plus 1 additional foot for each side yard required for each 1 foot or fraction thereof of building height in excess of 30 feet.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.
 - (4) Transitional yards. There are no requirements.
- (I) Ground coverage. Not more than 50% of a lot or plot shall be covered by all main and accessory buildings.
- (J) *Height regulations*. No structure hereafter erected or altered shall exceed 3 stories or 30 feet in height. Accessory buildings shall not exceed 1-1/2 stories in height or 22 feet in height. (Ord. 64, 4th Series, passed 2-17-2015)

§ 156.041 R-4, MULTIPLE DWELLING DISTRICT.

- (A) Purpose. This district is intended to establish a residential area of high density.
- (B) Special requirements.
- (1) Conversion of any use to other than a permitted or approved conditional use is prohibited.
- (2) All two family dwellings which share a common vertical wall and whose lot size and front footage render them capable of being converted to a twin home shall conform to the twin home building code requirements.
 - (C) Permitted uses. The following are permitted uses:
 - (1) Single family detached dwellings.
 - (2) Two family dwellings.
 - (3) Apartment buildings in excess of 12 units per building.
 - (4) Multi-family dwellings in excess of 8 units per building.
 - (5) Fences.
 - (6) Non-commercial gardening.
 - (7) Landscaping.
 - (8) Driveways.
- (9) Churches, provided that no building shall be located within 50 feet of any abutting lot line in any of the classes of residential districts.
- (10) Public buildings and uses of the following kind: elementary and secondary schools, parks, playgrounds, libraries, museums, community centers and recreation centers, or private schools having a curriculum equivalent to a public elementary school or public high school.
- ___(11) In-ground swimming pool serving a multi-family dwelling(s) when completely enclosed with a fence of at least six feet in height
 - (44<u>12</u>) Home occupations. See § <u>156.035</u>(BB).
 - (D) Conditional uses. The following uses may be permitted:
 - (1) Bed and breakfast.
 - (2) Cemetery.
 - (3) Government, public utility and public service uses.
- (4) Hotels, motels and apartment hotels in which no business shall be conducted except as a service for guests thereof accessible to customers from inside the building.
 - (E) Accessory uses. The following are permitted uses:
 - (1) Private garage.
- (2) In-ground private swimming pool or similar recreational facilities serving a single-family residence when completed enclosed with a suitable fence at least 6 feet in height or an

automatic pool cover installed over the entire pool surface which meets ASTM F 1346 standards.

- (3) Aboveground swimming pool.
- (4) Driveways.
- (5) Off-street parking.
- (6) Utility buildings.
- (7) Solar energy systems.
- (8) Satellite reception equipment.
- (F) Lot area.
- (1) Lot area (detached). Every single family detached dwelling erected shall require a lot area of not less than 6,000 square feet.
- (2) Lot area (attached). Every single family attached dwelling erected shall require a lot area of not less than 9,000 square feet for the first two dwelling units erected plus 3,000 square feet for each additional unit attached.
- (3) Lot area (two family). Every two family dwelling erected shall require a lot area of not less than 8,800 square feet.
- (4) Lot area (multiple). Every multiple family dwelling erected shall require a lot area of not less than 11,000 square feet for the first 3 dwelling units erected plus 500 square feet for each additional unit attached.
 - (G) Lot width and depth.
- (1) Lot width (detached). Every lot upon which there is erected a single family detached dwelling shall require a minimum width of 60 feet at the building setback line.
- (2) Lot width (attached). Every lot upon which there is erected a single family attached dwelling consisting of 2 dwelling units shall require a minimum width of 80 feet at the building setback line; each additional dwelling unit attached thereafter shall require a minimum additional width of 16 feet per unit at the building setback line.
- (3) Lot width (two family). Every lot or plot upon which there is erected a two family dwelling shall require a minimum width of 80 feet at the building setback line.
- (4) Lot width (multiple). Every lot or plot upon which there is erected a multiple family dwelling shall require a minimum width of 110 feet at the building setback line.
- (5) Lot depth. Every lot or plot upon which there is erected a single family dwelling, whether attached or detached, a two family dwelling, or a multiple family dwelling shall require a minimum depth of not less than 100 feet.
 - (H) Yard regulations.
- (1) Front yard. For all uses allowed there shall be a front yard of not less than 30 feet. Where a lot is located at the intersection of two or more streets there shall be a front yard on each street side of each corner lot.
- (2) Side yard. For all uses allowed there shall be a side yard, on each side of the building, each not less than 10 feet in width, plus 1 additional foot for each side yard required for each 1 foot or fraction thereof of building height in excess of 45 feet.
 - (3) Rear yard. For all uses allowed there shall be a rear yard of not less than 25 feet.
 - (4) Transitional yards. There are no requirements.
- (I) Ground coverage. Not more than 60% of a lot shall be covered by all main and accessory buildings.

NOTICE OF PUBLIC HEARING AMEND CITY CODE CHAPTER 156

Notice is hereby given that the City Council of North Mankato will meet in the Council Chambers of the City Hall at 7:00 p.m. on August 20, 2018, to consider amending City Code Chapter 156, Zoning Code. The amendment would allow residents in a single-family home with an in-ground pool to install either a 6-foot fence or an ASTM certified automatic pool cover. Multi-family residences with in-ground pools would be required to install a 6-foot fence. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

/s/April Van Genderen City Clerk

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #12E	Department	: Community Dev.	Council Meeting Date: 8/6/18
TITLE OF ISSUE: Consider Setting Public Hearing for August 20, 2018, 7:00 p.m., to Consider Ordinance No. 106, Amending Chapter 71.05, Other Parking Restrictions.			
DA CHED ONLY AND CHIDDLE FAIRNE	A AMEON	MARKON CIA	
BACKGROUND AND SUPPLEMENT amending Chapter 71 concerning on str			was directed to prepare an Ordinance
			*
2 22 2			
			If additional space is required, attach a separate sheet
REQUESTED COUNCIL ACTION: Se No. 106, Amending Chapter 71.05, Other			, 2018, 7:00 p.m., to Consider Ordinance
100. 100, Amending Chapter 71.03, Oth	ci i ai king	icesti ictions.	
		SUPPORT	ING DOCUMENTS ATTACHED
Motion By:		Resolution Ordinar	
Second By:		X	1
Vote Record: Aye Nay Norland	*)	Other (specify)	Public Hearing Notice
Freyberg Whitlock		Other (specify)	Fublic Hearing Notice
Steiner			
Dehen			
Workshop		Refer	
X Regular Meeting			e until:
Special Meeting		Othe	r:

§ 71.05 OTHER PARKING RESTRICTIONS.

- (A) The City Council may order the placing of signs, devices or marks, or the painting of streets or curbs prohibiting or restricting the stopping, standing or parking of vehicles on any street where, in its opinion, as evidenced by a finding in its official minutes, the stopping, standing or parking is dangerous to those using the highway, or where the stopping, standing or parking of vehicles would unduly interfere with the free movement of traffic. The signs, devices, marks or painting shall be official signs, devices, marks or painting, and no person shall stop, stand or park any vehicle in violation of the restrictions thereon or as indicated thereby.
- (B) "No parking "signs may be placed by city employees on any street of the city to permit construction, repair, snow removal, street cleaning or similar temporary activities. While the signs are in place, it shall be unlawful to park any vehicle on the streets or portion thereof so posted.
- (C) It shall be unlawful for a person to park in an area designated by Council action posted as a fire lane.
- (D) It shall be unlawful for a person to park a vehicle or permit it to stand, whether attended or unattended, on an alley within the city, provided that this does not prohibit the parking of vehicles for less than one hour on an alley for the purpose of access to abutting property for loading or unloading merchandise or other material when parking on the property itself is not available.
- (E) It shall be unlawful for a person to park a motor vehicle in an area designated by posted signs pursuant to Council resolution for certain types of vehicles, unless the motor vehicle is one of the types of vehicles specifically permitted.
- (F) Every vehicle parked upon any street with a curb shall be parked parallel to the curb, unless angle parking is designated by appropriate signs or markings. On streets with a curb, the right-hand wheels of any vehicle parked shall be within one foot of the curb. On streets without a curb, the vehicle shall be parked to the right of the main traveled portion of the street and parallel to it and in such a manner as not to interfere with the free flow of traffic, unless angle parking is designated by appropriate signs or markings.
- (G) It is unlawful to store, maintain or display vehicles "For Sale "on property not owned by the property owner or rental tenant.
- (H) It is unlawful for any person to park a vehicle on any street for the purpose of displaying it for sale. It is also unlawful for any person to park a vehicle on any street for the purpose of selling merchandise thereon or therein, or advertising any merchandise for sale or a forthcoming event, for a period longer than 15 minutes.

 (1975 Code, § 9.06)
- (I) It is unlawful for any person to leave a or park a house trailer, mobile home, camping trailer, bus or other similar recreational vehicle on or within the limits of any street or right-of-way, except where signs are erected designating the place as a campsite, for more than 24 consecutive hours.

(1975 Code, § 9.04)

- (J) Parking on streets shall be limited as follows:
- (1) It is unlawful for any person to stop, park or leave standing any vehicle, <u>boat</u>, <u>trailer</u>, <u>camper or recreational vehicle</u> upon any street for a continuous period in excess of 24 hours. <u>After 24 continuous hours of no movement</u>, they are required to be relocated a minimum of one hundred (100) feet from their original location.

- (2) The City Administrator may prohibit or restrict parking on certain streets, blocks or portions of streets.
 (1975 Code, § 9.10)
- (K) It is unlawful to park in any school parking zone when the same has been sign-posted and duly designated by the Chief of Police. School loading zones shall be limited to streets adjacent to an educational institution for the purpose of facilitating and expediting the safe and efficient transportation of students in attendance at such facilities. (1975 Code, § 9.13)
- (L) In municipally-owned parking lots, the Council may limit the sizes and types of motor vehicle to be parked thereon, hours of parking, and prescribed method of parking, provided that such limitations and restrictions are sign-posted or metered-posted thereon. It is unlawful to park or leave standing any vehicle backed into a parking place, to drive in a direction opposite the flow of traffic marked by "one-way "signs or arrows, or to park any vehicle in any municipally-owned parking lot contrary to the restrictions or limitations sign-posted or metered-posted therein.

(1975 Code, § 9.20) Penalty, see § 10.99

ORDINANCE NO. 106, FOURTH SERIES

AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA, AMENDING NORTH MANKATO CITY CODE, TITLE V, PUBLIC WORKS, CHAPTER 71, PARKING REGULATIONS

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

Section 1. Sections of North Mankato City Code, Title V, Public Works, Chapter 71, Parking Regulations are hereby amended as follows:

- (J) Parking on streets shall be limited as follows:
- (1) It is unlawful for any person to stop, park or leave standing any vehicle, boat, trailer, camper or recreational vehicle upon any street for a continuous period in excess of 24 hours. After 24 continuous hours of no movement, they are required to be relocated a minimum of one hundred (100) feet from their original location.

Section 2. After adoption, signing and attestation, this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

	Mayor	
ATTEST:		
City Clerk		

Adopted by the City Council this 6th day of August 2018.

NOTICE OF PUBLIC HEARING AMEND CITY CODE CHAPTER 71.05

Notice is hereby given that the City Council of North Mankato will meet in the Council Chambers of the City Hall at 7:00 p.m. on August 20, 2018, to consider amending City Code Chapter 71.05, Other Parking Restrictions. Vehicles may not remain on the street for a continuous period in excess of 24 hours. After 24 continuous hours of no movement, they are required to be relocated a minimum of one hundred feet from their original location. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

/s/April Van Genderen City Clerk

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #12F	Department: City Engineer	Council Meeting Date: 8/6/18
TITLE OF ISSUE: Consider Authoriz	ing City Administrator to Reimb	ourse Costs Associated with 169 Levee.
BACKGROUND AND SUPPLEMENT	'AL INFORMATION: This action	on item is a follow up to the
Intergovernmental Meeting held on Wo		on item is a follow up to the
		If additional space is required, attach a separate sheet
REQUESTED COUNCIL ACTION: A Green in an Amount not to Exceed \$85.		Reimburse Costs Associated with HR
Green in an Amount not to Exceed 905.	,000.	
	SUPPORTI	NG DOCUMENTS ATTACHED
Motion By:	Resolution Ordinan	ce Contract Minutes Map
Second By:		
Vote Record: Aye Nay	0.1 (
Norland Freyberg	Other (specify)	
Whitlock Steiner		
Dehen		
Workshop	Refer Refer	to:
X Regular Meeting	Table	until:
Special Meeting	Other	:
•	<u> </u>	