

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 February 20, 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 roll call: Mayor Dehen, Council Members Norland, Freyberg, Whitlock, and Steiner, City Administrator Harrenstein, Finance Director McCann, Attorney Chris Kennedy, Public Works Director Swanson, Community Development Director Fischer, and City Clerk Van Genderen.

Approval of Agenda

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

Approval of Council and Open Forum Meeting Minutes

Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council and Open Forum meeting of February 5, 2018. Vote on the motion: Norland, Freyberg, Steiner and Dehen aye; abstain Whitlock; no nays. Motion carried.

Public Hearing, Consider Petition for Vacation of Utility Easements in Benson West.

Community Development Director Fischer stated the request is to vacate nine utility easements in Benson West to allow the replat of the property. With no one appearing before Council, Mayor Dehen closed the Public Hearing.

Public Hearing, Consider Petition for Vacation of Utility Easements in Nature View Subdivision.

Community Development Director Fischer reported to replat Nature View it is necessary to change lot lines, which requires the vacation of two utility easements. With no one appearing before Council, Mayor Dehen closed the Public Hearing.

Public Hearing, Consider Petition for Vacation of a Portion of Marie Lane Right of Way in the City of North Mankato.

Community Development Director Fischer stated to replat Nature View it is necessary to vacate a portion of Marie Lane. Marie Lane would be relocated near the current right-of-way, but the old portions need to be vacated. With no one appearing before Council, Mayor Dehen closed the Public Hearing.

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. 15-18 Approving Donations/Contributions/Grants.
- C. Approved A.B.A.T.E. Parade Permit for May 12, 2018, from 12:15 p.m. to 12:45 p.m.
- D. Res. No. 16-18 Waiving Waiting Period for Exemption from Lawful Gambling License for Feeding Our Communities Partners on June 14, 2018.
- E. Approved Application for Temporary On-Sale Liquor License for Vista Prairie at Monarch Meadows on April 26, 2018.
- F. Res. No. 17-18 Setting Firefighter's Relief Association Retirement Benefits and Establishing Funding Limitations.

- G. Set Public Hearing for 7 p.m. on March 5, 2018, to Consider Amendment to City Code Section 155.50 (B) Ravine Dedication.
- H. Approved Business on Belgrade's Bookin' on Belgrade Parade Permit for May 19, 2018, from 8:30 a.m. to 9:45 a.m.
- I. Approved Music in the Park Audio Permit, at Storybook Park, for July 12, 19, and 26, 2018 from 5:00 p.m. to 7:00 p.m.
- J. Approved the Purchase of a Tandem Dump Truck Equipped with Plow and Sander for \$248,840.

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

Motion carried.

Public Comments Concerning Business Items on the Agenda

Tom Hagen, 927 Lake Street, appeared before Council and stated he attended the Parks & Amenities open house and questioned why North Mankato did not have a park board when creating one was mentioned in the 2015 Parks Master Plan. He requested an explanation as to why the Park Board was disbanded and why the plans submitted by the Park Board were not implemented. He indicated he did not believe the Council would implement any of the citizen comments received during the open house. Council Member Norland said Community Development Director Fischer, former City Clerk Gehrke and she developed the Park Advisory Committee, and the committee was intended to end.

Phil Henry, 1300 Noretta Drive, appeared before Council and stated he believed the proposed developer's agreement would give the developer \$250,000 so he can develop homes valued at \$500,000. Mr. Henry indicated he believes if the City captures the taxes from the new homes it will take 12.8 years to pay back the \$250,000.

Lucy Lowry, 2263 Northridge Drive, appeared before Council and requested clarification on if the properties would be assessed for the Marie Lane Extension. Mayor Dehen stated the road in the subdivision would be built by the developer and only the extension from Ivy Lane to the beginning of the development would be built by the City. Ms. Lowry indicated that only ten families would appear to receive benefit from the \$250,000 used to build the road. She stated maybe the City could use the funds to buy chairs and tables for the recently remodeled Police Annex or work on projects in Benson Park. Ms. Lowry expressed concerns about setting a precedent for other developers to request the City build roads and not assess the work to the property owners.

Stefanie Jaquette, 509 Wheeler Avenue, appeared before Council and thanked City staff for the Parks and Amenities Open house. She encouraged the Council to create a Parks Board.

Andrew Atwood, 1255/1253 Lake Street, appeared before Council and stated he had requested the changes to Ordinance 214. He indicated the Ordinance should be amended to allow two (2) unrelated persons per bedroom provided off-street parking requirements are met. Currently, the ordinance states no more than two unrelated persons can reside together in single and two-family dwellings in R-1 and R-2 zoning districts.

Business Items

Receive Zero Waste Grant Update

Public Works Director Swanson welcomed Mankato Zero Waste to the podium to provide an interim grant update.

Betty Winkworth, 907 Baker Avenue, Mankato, appeared before Council and stated the program is going well with 94 households signed up, the two-yard dumpster regularly overflowing

with organics and no contamination in the dumpster. Ms. Winkworth indicated the grant has covered hauling costs and worked to promote the program and educate the public. She reported the grant coverage would end in June. Ms. Winkworth stated the community has been receptive and School District 77, MSU, ECHO Food Shelf and a variety of grocers and eateries utilize organics recycling. She thanked Public Works Director Swanson, resident and volunteer Katy Wortel, and City Clerk Van Genderen for working with the grant.

Kathleen Felt, 702 Cornelia Street, appeared before Council and reported Mankato Zero Waste has provided starter kits for users, attended a variety of events and promoted the program through a variety of avenues. She said the program would continue to have a presence at events and develop through a variety of channels including the e-newsletter and the bi-annual newsletter. Ms. Felt indicated Mankato Zero Waste could use the remainder of the funds to create City specific brochures, starter kits, videos, and event bins. She noted that once the grant ran out, the City may want to consider a staff person dedicated to the program.

Jane Dow, 37 Capri Drive, Mankato, appeared before Council and stated the grant still had \$13,000 it could use for promotion and education. She reviewed the benefits of organics recycling and indicated West Central provided Mankato with a bid for curbside organics pick-up and reported West Central would be willing to give North Mankato the same cost.

Public Works Director Swanson thanked Mankato Zero Waste for their work.

Consider Ordinance No. 99, Fourth Series an Ordinance of the City of North Mankato, Minnesota Annexing 25.55 Acres Owned by Roy and Grace Toegel.

Community Development Director Fischer reported on November 20, 2017; the City Council received a request to annex 25.55 acres from Roy and Grace Toegel. The Toegel's want to annex and develop the property into single-family housing. A Public Hearing was held on January 2, 2018, and the City Council is now considering the Ordinance. **Council Member Norland moved, seconded by Council Member Freyberg to Adopt Ordinance No. 99, Fourth Series an Ordinance of the City of North Mankato, Minnesota Annexing 25.55 Acres Owned by Roy and Grace Toegel. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

Consider Approving Developer's Agreement for Privately Financed Improvements for Nature View Subdivision No. 2 & Publically Financed Improvements for the Extension of Marie Lane.

City Administrator Harrenstein reported the development agreement includes the reconstruction and extension of Marie Lane. The reconstruction is of approximately 265 feet of the street previously installed in 1988 and will extend the roadway another 211 feet to the boundary of proposed Nature View Subdivision No. 2. The agreement that was signed by the developer requires completion of the public improvements by the developer within nine months of the City Council executing the agreement. The developer has also agreed that all ten lots will be sold in the subdivision within four years of the improvements being completed. Should the developer not complete the sale of all ten lots in four years, the City cost to reconstruct/extend Marie Lane will be assessed to the remaining unsold lots in the subdivision. The developer will provide the City with 110% of estimated costs for internal improvements to Nature View Subdivision No. 2 before receiving a building permit. The agreement obligates the City to extend Marie Lane to the boundary of the development within nine months of the developer submitting a cash deposit for 110% of the internal improvements or an approved letter of credit for the same amount. City Administrator Harrenstein stated staff recommends the City utilize remaining bond proceeds from an outstanding G.O. improvement project to complete the Marie Lane reconstruction/extension at the estimated cost of \$249,000. He stated the request to

complete the reconstruction/extension is being considered for several reasons. First, a portion of the improvement project is a reconstruction of an existing city street. Second, the proposed project complies with the land use goals of the city and comprehensive land use plan objectives. Third, the City has remaining proceeds from an outstanding G.O. Improvement Bond that is available to use toward the project. The City has two options with the remaining funds; put the money in the Debt Service Fund or allocate to a project. The money can only be used for a Capital Improvement Project; the debt service levy will not increase. City Administrator Harrenstein noted the Jefferson Avenue Reconstruction cost is estimated at approximately \$500,000, only approximately \$100,000 can be funded by the residents directly affected by the reconstruction, the remainder is funded by all residents. City Administrator Harrenstein stated no precedent would be set by funding the project in this manner and the opportunity cost would be great because the Toegel's have firmly said they would sell to a single purchaser instead of developing into the ten lots if the road was assessed to the property being developed. Using the remaining bond funds in this manner achieves the land use goals by allocating funds so no new debt will be required to reconstruct the existing Marie Lane and connect to the development. Council Member Steiner stated it was a good explanation. **Council Member Norland moved, seconded by Council Member Steiner to Approve the Developer's Agreement for Privately Financed Improvements for Nature View Subdivision No. 2 & Publically Financed Improvements for the Extension of Marie Lane. Vote on the motion: Norland, Whitlock, Steiner and Dehen aye; Freyberg abstain; no nays. Motion carried.**

Consider Approving Nature View Subdivision No. 2 Preliminary & Final Plat: A Request from Roy & Grace Toegel/Duane Erickson/Mick Montag.

Community Development Director Fischer stated in December 2017, Roy & Grace Toegel and Mick Montag submitted a request to consider a Preliminary Plat of Nature View Subdivision, several changes have occurred since that initial plat. Most notably Roy & Grace Toegel have entered into a purchase agreement with Donald Erickson to purchase his home addressed as 610 Marie Lane and remove the house. As a result, the preliminary plat has been changed. Specifically, the alignment of Marie Lane has changed, there are now ten lots versus eight lots, Nature View Subdivision needs to be replatted, and Outlot C is shown as the stormwater holding pond area. The City Council will review a ravine dedication ordinance on February 20, 2018, which would allow a developer to have the option to either dedicate ravine property to the City or place a conservation easement over the ravine property. The current developer would like to use a conservation easement. Several outlots are also shown in the subdivision including: Outlot A which will be dedicated to the City as ravine property, Outlot B which will be retained by the applicants for future residential development, Outlot C which shows the location of the required stormwater holding pond, Outlot D ravine property owned by the City and Outlot E owned by the City. The Planning Commission reviewed the plat and recommended approval. **Council Member Steiner moved, seconded by Council Member Norland to Approve Nature View Subdivision No. 2 Preliminary & Final Plat: A Request from Roy & Grace Toegel/Duane Erickson/Mick Montag. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

Res. No. 18-18 Receiving Feasibility Report and Calling Hearing for Project No. 17-06 ABCDE Marie Lane Extension Project.

City Engineer Dan Sarff appeared before Council and stated the preliminary and final plat of Nature View Subdivision No. 2 was presented and approved by Council on February 20, 2018. He stated the proposed subdivision is located at the west end of platted right of way of Marie Lane approximately 450 feet west of Ivy Lane. Engineer Sarff reported sanitary sewer, watermain, and

storm sewer were in place from Ivy Lane to about 300 feet west of Ivy Lane with existing utilities constructed in 1986. The proposed improvements include the construction of new sanitary sewer and watermain from where the current utilities end to the east boundary of subdivision property and modifications to existing storm sewer and the construction of new inlets. The street and surface improvements include the reconstruction of existing street to meet City standards. He reported the proposed estimated cost for the project is \$241,800. Engineer Sarff stated only 612 Marie Lane would receive benefit from portions of the street reconstruction and extension and would be assessed for the improvements. He requested Council consider the resolution approving the feasibility report and setting a Public Hearing for March 19, 2018. **Council Member Norland moved, seconded by Council Member Steiner to Adopt Res. No. 18-18 Receiving Feasibility Report and Calling Hearing for Project No. 17-06 ABCDE Marie Lane Extension Project. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

Res. No. 19-18 Vacating Utility Easements in Nature View Subdivision. Council Member Freyberg moved, seconded by Council Member Norland to Adopt Res. No. 19-18 Vacating Utility Easements in Nature View Subdivision. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.

Res. No. 20-18 Vacating a Portion of Marie Lane Right of Way in the City of North Mankato. Council Member Freyberg moved, seconded by Council Member Steiner to Adopt Res. No. 20-18 Vacating a Portion of Marie Lane Right of Way in the City of North Mankato. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.

Res. No. 21-18 Vacating Utility Easements in Benson West. Council Member Freyberg moved, seconded by Council Member Steiner to Adopt Res. No. 21-18 Vacating Utility Easements in Benson West. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.

Consider Benson West No. 2 Preliminary & Final Plat: A Request from Michael & Julie Drummer.

Community Development Director Fischer reported the vacation of Utility Easements in Benson West allows the replat of the property for the development of several townhomes. City Administrator Harrenstein indicated the townhomes could be purchased for \$200,000 and is an example of housing diversity the City is working on producing. **Council member Norland moved, seconded by Council Member Whitlock to Approve Benson West No. 2 Preliminary & Final Plat: A Request from Michael & Julie Drummer. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

Res. No. 22-18 Approving Plans and Specifications and Ordering Advertisement for Bids for Project No. 17-05 ABCDEF Jefferson Avenue Improvement.

City Engineer Sarff reported the plans and specification had been prepared for the Jefferson Avenue Improvement Project. The proposed improvements are essentially the same as that presented in the Preliminary Engineering Report. He reviewed the conditions which include no storm sewer and sanitary and water mains over 65 years old, the street and surface were constructed over 65 years old with the pavement and curb pavement in fair to poor condition and the sidewalks on both sides in poor condition. The proposed improvements include replacing existing sanitary sewer, water main and the

construction of the new storm sewer system and reconstruction of existing street and sidewalks. The removal of 16 existing trees because 10 are ash trees, four are unhealthy, and two are too large for the boulevards. The estimated cost of the project is \$517,700. Mayor Dehen requested the number of houses affected by the project. Engineer Sarff reported 18 houses would be assessed for the project. **Council Member Norland moved, seconded by Council Member Steiner to Adopt Res. No. 22-18 Approving Plans and Specifications and Ordering Advertisement for Bids for Project No. 17-05 ABCDEF Jefferson Avenue Improvement. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

Consider Request to Amend Ordinance No. 214.

Community Development Director Fischer reported the request is from Andrew Atwood who is requesting an amendment to Ordinance No. 214, Subd. 12, which regulates occupancies in R-1 and R-2 zoning districts. Ordinance No. 214 states that no more than two unrelated persons can reside together in single and two-family dwellings in R-1 and R-2 zoning districts. As requested by the applicant, residential occupancies of single and two-family dwellings in R-1 and R-2 districts shall be limited to two (2) unrelated persons per bedroom provided off-street parking requirements are met. Community Development Director Fischer reported the Planning Commission reviewed the request and recommended denial. **Council Member Steiner moved, seconded by Council Member Norland to Accept the Planning Commissions Recommendation and Deny the Request. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

Review 2019 Budget & Proposed 2019-2028 CIP Schedule.

Finance Director McCann reported there were numerous items on the CIP and City staff would be providing a review of currently identified CIP projects in preparation of the 2019 Budget and 2019-2028 CIP process. He reviewed the Lookout Drive Pedestrian Trail which would involve a combination of right-of-way trail, a pedestrian bridge, grading, and other work along the south side of Lookout Drive from Carol Court to Lee Boulevard and complete missing sections of trail from Carol Court to North Ridge Drive. The estimated cost of the project is \$3,450,000, and the project has no funding source. Finance Director McCann reported on the current debt service schedule; the city has allocated an estimated 2 million per year for General Obligation Borrowing. The project amount is greater than the estimated yearly borrowing amount; the City would need to hold off two years of projects to be able to bond for the project. He stated staff recommends this project remain on the CIP but remain at the end of the CIP and be listed as unfunded. Council Member Norland agreed that it should remain on the CIP at the end.

Receive Parks and Amenities Presentation.

Parks Superintendent Rader appeared before Council and presented a PowerPoint discussing the past, present, and future of the parks and green spaces in North Mankato. The presentation reviewed the acquisition of the 21 parks, the maintenance of those parks and the 250 acres the staff of seven are responsible for maintaining and improving. He reviewed the plans for the parks including updated play equipment and the development of the Walter S. Farm and Wheeler Park Comprehensive Plans. Parks Superintendent Rader reported the staff is proactively working to manage the damage of the Emerald Ash Borer which is heading towards North Mankato. City Administrator Harrenstein requested information on the number of ash trees in North Mankato. Parks Superintendent Rader reported City staff with the help of Bolton & Menk would be conducting a tree survey, but they estimate there are approximately 1,000 trees on public property and in the boulevards. Mayor Dehen requested clarification on the comprehensive plan process. Parks Superintendent Rader reported the

Walter S. Park comprehensive plan was close to completion and it had been a collaborative project with the residents of the area. He stated the plan was to work closely with residents in the development of the Wheeler Park Comprehensive Plan. Administrator Harrenstein stated the parks were well maintained and staff could be proud of their work. Council Member Freyberg reported both Parks Superintendent Rader and Parks Foreman Jason Lobitz were good to work with and were responsive to questions.

City Administrator and Staff Comments

City Administrator Harrenstein reviewed the development of the Parks Master Plan which began in 2014. He read a portion of the Parks Master Plan from Page 6 which discussed the North Mankato Parks and Green Spaces Committee (2007-2010). The Parks and Green Spaces Committee mission was to “support and continue to build a world-class park and green spaces system for the City of North Mankato.” In 2014, Staff met with members of the former Parks and Green Spaces Committee to revisit the recommendations that the Committee provided and to consider them in the context of 2014-2015. Recommendation from each past subcommittee was examined and discussed for present relevance. Staff provided responses to the recommendations that can be read in Appendix I of the Parks Master Plan. The Parks Master Plan makes specific recommendations for each park and when appropriate incorporates recommendations from the committee. City Administrator Harrenstein also reported that the Greenway Conservation Advisory Committee was formed and included a Council Member, a citizen and a representative from the DNR.

Community Development Director Fischer reported the 2017 End-of-Year Planning and Zoning Report was included in the packet for Council Review.

Finance Director McCann reported City staff would be pedaling as the Mayor’s Maniacs for Pedal Past Poverty on Saturday, February 24th.

Mayor and Council Comments

Council Member Whitlock thanked Council for passing T21 at the previous Council Meeting.

Council Member Norland stated she had had conversations with former State legislators and they stated when cities pass laws it encourages the passing of a State Law to increase the age to purchase tobacco and tobacco products to 21.

Mayor Dehen stated Pedal Past Poverty would be held on Saturday, February 24th.

Mayor Dehen stated he received a letter from DEED announcing that North Mankato is the grant recipient of \$394,294 to expand North Port infrastructure.

Mayor Dehen stated he received a thank you from the Nicollet County Health Nurse for passing T21.

Mayor Dehen thanked everyone who came out for Coffee with the Council on February 17, 2018.

There being no further business, on a motion by Council Member Steiner, seconded by Council Member Norland, the meeting adjourned at 8:20 p.m.

Mayor

City Clerk

Pursuant to due call and notice thereof, a Council Open Forum of the North Mankato City Council was held in the Municipal Building Council Chambers on February 20, 2018. Mayor Dehen called the meeting to order at 8:25 p.m. The following were present for roll call: Mayor Dehen, Council Members Steiner, Norland, and Freyberg, and City Clerk Van Genderen. Absent: Council Member Whitlock.

Open Forum

Mayor Dehen welcomed the citizens to the Open Forum and noted the forum would be limited to 15 minutes and each speaker to 3-minutes.

Tom Hagen, 927 Lake Street, appeared before Council and stated he had requested contact from City staff concerning the deer count, he wanted access to the deer count when completed and he wanted to have someone look at his property, and no one had contacted him. Council Member Norland stated the Council had never approved a deer count. Mayor Dehen said he had requested information from the Police concerning deer incidents. He reported there were eight since 2016. Four were on Judson Bottom road, two on Lookout Drive and two on Lee Boulevard. Mayor Dehen noted at this point there would not be a deer count. Mayor Dehen stated he would have a staff member look at Mr. Hagen's property. Mr. Hagen also requested clarification on the Rental Density Advisory Committee and if they had made a final report on the 10% rental density cap. Mayor Dehen indicated he believed the final report was given to Council last fall.

Phil Henry, 1300 Noretta Drive, stated he had concerns about the deer eating his garden and reported his neighbor does not have new trees growing in his ravine because the deer are eating the tops off. He thanked City staff for keeping the roads safe during the ice on Monday.

Stefanie Jaquet, 505 Wheeler Avenue, requested information on when the City Council planned on having a workshop to discuss the League of Minnesota Cities workshop that was held in December of 2017. It is also noted the same comments from Ms. Jaquet should have appeared in the February 5, 2018, Open Forum Minutes.

Lucy Lowry, 2263 Northridge Drive, appeared before Council requested clarification on if the City has conducted Active Violence Active Shooter (AVAS) training for City staff. City Clerk Van Genderen stated Lieutenant Forster presented an AVAS training to City staff in the fall of 2017. Ms. Lowry noted the public might be interested in AVAS training. City Clerk Van Genderen said Lieutenant Forster has been conducting AVAS training to organizations throughout the City. Ms. Lowry indicated maybe training open to the public would be beneficial. Mayor Dehen noted the idea would be discussed with the Police Department.

Mayor Dehen closed the Open Forum at 8:35 p.m.

Mayor

City Clerk

NOTICE OF PUBLIC HEARING TO
AMEND CITY CODE, 155.50 (B)
RAVINE DEDICATION

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will hold a Public Hearing on Monday, March 5, 2018 at 7 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider amending the City Code Chapter 155.50, Ravine Dedication.

Such persons as desire to be heard with reference to this issue should appear at this meeting. Public comments may be sent to the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, MN 56003.

Dated this 20th day of February 2018.

April Van Genderen
City Clerk
City of North Mankato

AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.
County of Blue Earth

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

1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

The printed _____ notice _____ which is attached was cut from the columns of said newspaper, and was printed and published once each week, for 1 successive weeks; it was first published on Friday, the 23 day of February, 2018, and was thereafter printed and published on every Friday to and including Friday, the 23 day of February, 2018; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

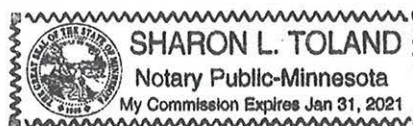
4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$32.25.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: Steve Jameson
Steve Jameson, Publisher

Subscribed and sworn to before me on this 23 day of February, 2018.

Sharon L. Toland
Notary Public



February 23, 2018
**NOTICE OF PUBLIC HEARING TO
AMEND CITY CODE, 155.50 (B)
RAVINE DEDICATION**

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will hold a Public Hearing on Monday, March 5, 2018 at 7 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider amending the City Code Chapter 155.50, Ravine Dedication.

Such persons as desire to be heard with reference to this issue should appear at this meeting. Public comments may be sent to the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, MN 56003.

Dated this 20th day of February 2018.

April Van Genderen
City Clerk
City of North Mankato



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 3-5-18

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
	Void	03/05/2018	Regular	0	-	88872
	Void	03/05/2018	Regular	0	-	88913
00117	BARCO MUNICIPAL PRODUCTS, INC.	03/05/2018	Regular	0	628.76	88870
00137	BENCO ELECTRIC COOPERATIVE	03/05/2018	Regular	0	27,544.08	88871
02758	BERGMAN, CORY	03/05/2018	Regular	0	325.00	88873
02169	BLUE LINE SHARPENING & SALES	03/05/2018	Regular	0	66.00	88874
00221	CARGILL, INC.	03/05/2018	Regular	0	7,870.00	88875
00234	CENTER POINT ENERGY	03/05/2018	Regular	0	10,097.48	88876
02757	CINTAS	03/05/2018	Regular	0	180.34	88877
00304	CREATIVE AD SOLUTIONS, INC.	03/05/2018	Regular	0	24.60	88878
02735	DZINE LLC	03/05/2018	Regular	0	320.00	88879
02629	EMPIRE TOOL & SHARPENING	03/05/2018	Regular	0	42.00	88880
00401	EXPRESS SERVICES, INC.	03/05/2018	Regular	0	1,150.86	88881
00404	FASTENAL COMPANY	03/05/2018	Regular	0	78.25	88882
00447	FREE PRESS	03/05/2018	Regular	0	540.16	88883
00639	JOHN DEERE FINANCIAL	03/05/2018	Regular	0	699.31	88884
02760	KADUCE PLUMBING & HEATING, INC.	03/05/2018	Regular	0	1,750.00	88885
00720	KWIK TRIP, INC.	03/05/2018	Regular	0	17,949.19	88886
00797	MAC TOOLS DISTRIBUTOR	03/05/2018	Regular	0	105.99	88887
00800	MADDEN, GALANTER, HANSEN, LLP	03/05/2018	Regular	0	255.00	88888
00812	MANKATO BEARING COMPANY	03/05/2018	Regular	0	125.48	88889
00815	MANKATO CLINIC, LTD.	03/05/2018	Regular	0	190.00	88890
00819	MANKATO FORD, INC.	03/05/2018	Regular	0	717.51	88891
00829	MANKATO PUBLIC SCHOOLS	03/05/2018	Regular	0	144.50	88892
00847	MATHESON TRI-GAS, INC.	03/05/2018	Regular	0	72.94	88893
00916	MINNESOTA CHIEFS OF POLICE ASSOCIATION	03/05/2018	Regular	0	253.00	88894
00920	MINNESOTA DEPARTMENT OF HEALTH	03/05/2018	Regular	0	8,129.00	88895
02234	MINNESOTA RIVER VALLEY SCENIC BYWAY ALL	03/05/2018	Regular	0	50.00	88896
02761	MISTY TRIO, THE	03/05/2018	Regular	0	450.00	88897
01033	NEWMAN TRAFFIC SIGNS	03/05/2018	Regular	0	5,683.67	88898
01057	NORTH MANKATO MOTOR VEHICLE REGISTRA	02/28/2018	Regular	0	16.00	88869
02057	OFFICE OF ADMINISTRATIVE HEARINGS	02/22/2018	Regular	0	127.75	88860
01092	PARTNERS FOR AFFORDABLE HOUSING	03/05/2018	Regular	0	1,000.00	88899
01106	PETTY CASH	03/05/2018	Regular	0	50.69	88900
02601	PORCHLIGHTS, THE	03/05/2018	Regular	0	700.00	88901
01133	POWERPLAN/RDO EQUIPMENT	03/05/2018	Regular	0	712.51	88902
02747	RENT-N-SAVE	03/05/2018	Regular	0	342.26	88903
01302	SOUTH CENTRAL GLASS, INC.	03/05/2018	Regular	0	97.50	88904
02646	STEINER, BILLY	03/05/2018	Regular	0	500.00	88905
01402	TIRE ASSOCIATES	03/05/2018	Regular	0	282.68	88906
01415	TOYOTA-LIFT OF MINNESOTA	03/05/2018	Regular	0	293.36	88907
01433	TYLER TECHNOLOGIES	03/05/2018	Regular	0	600.00	88908
02282	WARD EINESS STRATEGIES	03/05/2018	Regular	0	2,000.00	88909
01523	WENZEL AUTO ELECTRIC CO	03/05/2018	Regular	0	100.04	88910
01544	WINTER EQUIPMENT CO., INC.	03/05/2018	Regular	0	9,725.00	88911
01557	XCEL ENERGY	03/05/2018	Regular	0	22,696.92	88912
00036	ALEX AIR APPARATUS, INC.	02/20/2018	Bank Draft	0	324.32	DFT0001820
02058	CONSOLIDATED COMMUNICATIONS	02/22/2018	Bank Draft	0	209.70	DFT0001822
02058	CONSOLIDATED COMMUNICATIONS	02/26/2018	Bank Draft	0	34.08	DFT0001827
02058	CONSOLIDATED COMMUNICATIONS	02/26/2018	Bank Draft	0	63.51	DFT0001828
02058	CONSOLIDATED COMMUNICATIONS	02/26/2018	Bank Draft	0	160.59	DFT0001829
02058	CONSOLIDATED COMMUNICATIONS	02/26/2018	Bank Draft	0	30.17	DFT0001830
00608	INGRAM LIBRARY SERVICES	02/28/2018	Bank Draft	0	981.75	DFT0001843
00733	LAKES GAS CO #10	03/01/2018	Bank Draft	0	105.40	DFT0001845
00749	LAWSON PRODUCTS, INC	02/27/2018	Bank Draft	0	344.57	DFT0001832
02003	MINNESOTA DEPT OF REVENUE	03/01/2018	Bank Draft	0	497.90	DFT0001846
01322	SPRINT	02/26/2018	Bank Draft	0	35.31	DFT0001831

01335	STAPLES ADVANTAGE	02/23/2018	Bank Draft	0	109.68	DFT0001826
01335	STAPLES ADVANTAGE	02/28/2018	Bank Draft	0	159.10	DFT0001844
01377	TELRITE CORPORATION	02/21/2018	Bank Draft	0	223.78	DFT0001821
01477	VIKING ELECTRIC SUPPLY, INC.	02/22/2018	Bank Draft	0	105.63	DFT0001823
01477	VIKING ELECTRIC SUPPLY, INC.	02/22/2018	Bank Draft	0	354.68	DFT0001824
01477	VIKING ELECTRIC SUPPLY, INC.	02/27/2018	Bank Draft	0	72.68	DFT0001833
00050	ALPHA WIRELESS COMMUNICATIONS	03/07/2018	EFT	0	133.12	664
02645	APT CNC, INC.	03/07/2018	EFT	0	495.27	665
00105	AUTO VALUE MANKATO	03/07/2018	EFT	0	7.15	666
00174	BOLTON & MENK, INC.	03/07/2018	EFT	0	30,166.00	667
00216	C & S SUPPLY CO, INC.	03/07/2018	EFT	0	680.99	668
00264	CLARKE MOSQUITO CONTROL PRODUCTS, INC	03/07/2018	EFT	0	3,595.86	669
00453	FREYBERG PETROLEUM SALES, INC.	03/07/2018	EFT	0	691.90	670
00463	G & L AUTO SUPPLY, LLC	03/07/2018	EFT	0	363.76	671
00493	GOODWIN, TONY	03/07/2018	EFT	0	300.00	672
00705	KNUDSON, DAVID	03/07/2018	EFT	0	219.09	673
00761	LEON'S CUSTOM BACKHOE, INC.	03/07/2018	EFT	0	3,742.18	674
00776	LLOYD LUMBER CO.	03/07/2018	EFT	0	50.46	675
00874	MENARDS-MANKATO	03/07/2018	EFT	0	107.67	676
00902	MINNESOTA IRON & METAL CO	03/07/2018	EFT	0	32.22	677
00910	MINNESOTA VALLEY TESTING LAB, INC.	03/07/2018	EFT	0	59.50	678
00997	MTI DISTRIBUTING CO	03/07/2018	EFT	0	37.75	679
01036	NICOLLET COUNTY RECORDER/ABTRACTER	03/07/2018	EFT	0	46.00	680
01052	NORTH CENTRAL INTERNATIONAL	03/07/2018	EFT	0	495.90	681
02005	PANTHEON COMPUTERS	03/07/2018	EFT	0	699.85	682
01090	PARAGON PRINTING, MAILING & SPECIALTIES	03/07/2018	EFT	0	289.40	683
01198	RETROFIT COMPANIES, INC.	03/07/2018	EFT	0	194.08	684
01211	RIVER BEND BUSINESS PRODUCTS	03/07/2018	EFT	0	1,265.58	685
01263	SCHWICKERT'S TECTA AMERICA LLC	03/07/2018	EFT	0	827.00	686
01478	VIKING FIRE & SAFETY LLC	03/07/2018	EFT	0	35.90	687
					<hr/>	
					173,037.31	87

Authorization Signatures

All Council

The above manual and regular claims lists for 3-5-18 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

ROBERT FREYBERG- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

Permit #: 25-2018

Start time: 8:00 am

Fee: \$ N/C

Date: 4/28/18

Stop time: 2:00 pm

Shelter: ☒ Spring Lake Shelter #1 ☐ Spring Lake Shelter #2 ☐ Wheeler Park Indoor Shelter

Event Name: WALKdo 2018 - Southern Minn Autism Coalition

Name: Robin Boeke

Address: 208 Page Ave North Mankato

Phone: 469-2627

of People: 200

Use of Tents (or anything requiring staking) ☒ No ☐ Yes * If Yes, Please contact **Gopher State One Call**
*Bounce House requires waiver **800-252-1166** one week prior to event.

Notes: _____

Alcoholic Beverages (wine & beer only) ☒ No ☐ Yes * \$300 refundable deposit and \$30 keg permit
Please specify: Cans Keg Catering* (must contact City Hall)

Audio (requires audio permit) ☐ No ☒ Yes * If Yes, Please fill out Audio Permit.

Allowed

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

Prohibited

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒ I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☐ I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED: Robin Boeke
Applicant

2-21-18
Date

☐ APPROVED ☐ DENIED

☐ REFER TO COUNCIL

City Clerk

Date

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.

What happens if there is a noise complaint?

- 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 DATE OF EVENT: 4-28-18
☐ DJ/KARAOKE MACHINE BEGIN TIME: 8 am
☒ OTHER: microphone/spkr for Announcements + drawings END TIME: 2 pm

LOCATION / SHELTER: SLP #1

EVENT NAME: WALK do 2018 - Southern Minn Autism Coalition

ONSITE COORDINATOR: Robin Boeke

MOBILE NUMBER: _____

☒ 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: Robin Boeke DATE: _____

POLICE CHIEF: CL #201
CITY CLERK: _____

☐ DENIED ☒ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____



CITY OF Minnesota

For Office Use Only

APPROVED _____

DENIED _____

1001 Belgrade Ave., PO Box 2055
North Mankato, MN 56003
507-625-4141 Fax: 507-625-4252
www.northmankato.com

☐ PARK USE ☐ AUDIO USE

Application For PARADE PERMIT

REQUIRED INFORMATION:

- Application for Parade Permit
- Map of Parade Route
- \$35 Application Fee

Name of Applicant Robin Boeke	Address 208 Page Avenue, N. Mankato	Phone 469-2627	Email brrrjr@gmail.com
Sponsoring Organization Name Sourthern MN Autism Coalition		Phone 469-2627	
Contact during event Robin Boeke		Phone 469-2627	
Event Location Spring Lake Park	Date 4/28/18	From 8:00 am	Time To 2:00 pm
Occasion for Parade Autism Awareness			
Parade Description / Composition Walk around Spring Lake Park			

Estimated Number of Participants: 200

As duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic.

Robin Boeke
Applicant

2-28-18
Date

Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

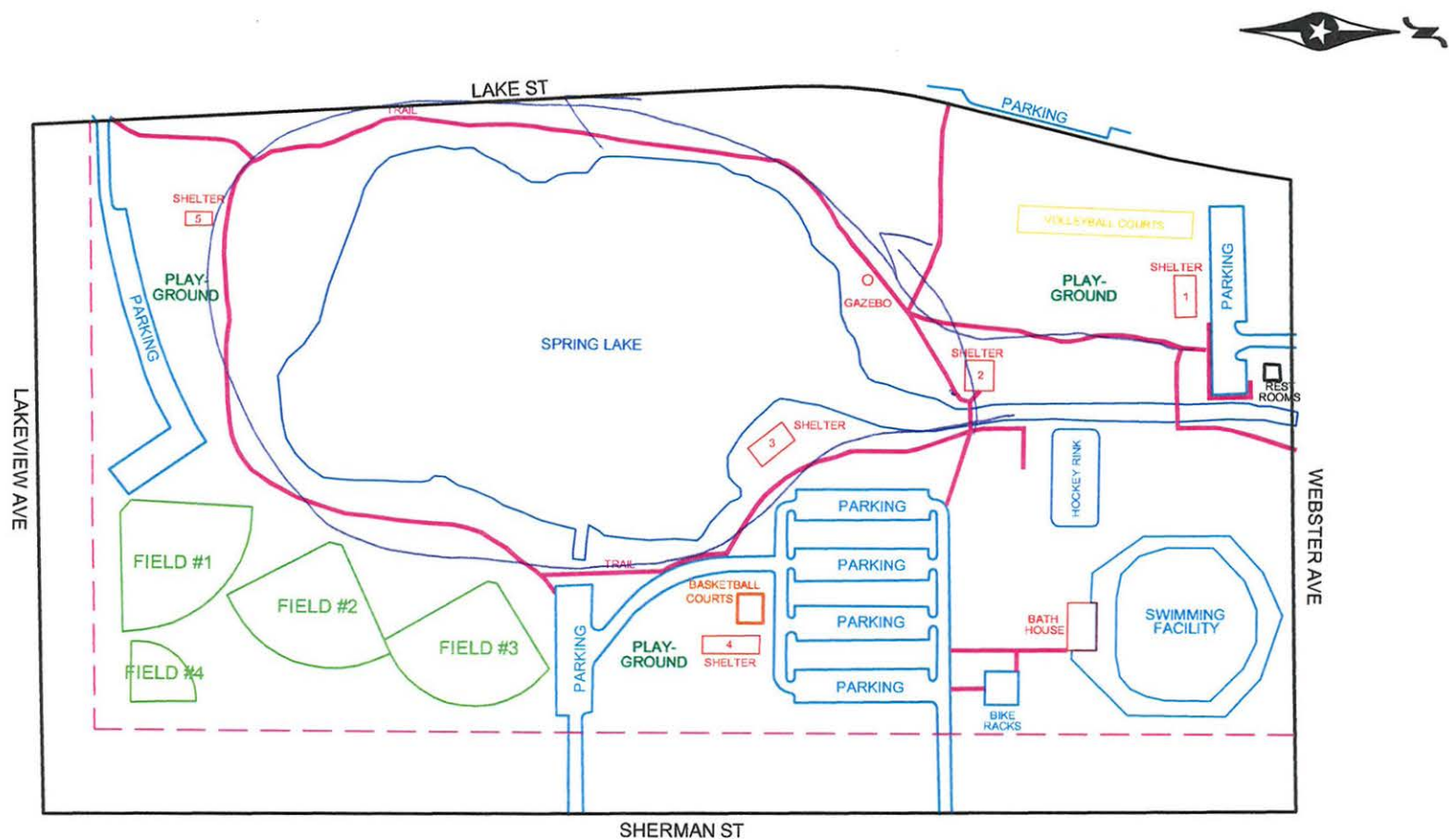
[Signature]
Chief of Police

#701

03-01-2018
Date

Caswell Sports Director

Date



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN AMES, IA



CITY OF NORTH MANKATO

CITY OF NORTH MANKATO LOCATION MAP SPRING LAKE PARK

APRIL, 2006

FIGURE NO. 1

Permit #: 1-2018
Date: 4/28/18Start time: 8am
Stop time: 2pmFee: \$ 20.00
Deposit: \$ 100.00Park: ☒ Spring Lake☐ Wheeler ParkEvent Name: WALKdo - SouthernMN Autism CoalitionName: Robin BoekeAddress: 208 Page Ave N. Mankato 56003Phone: 507-469-2627# of People: 200

1. Permits shall be issued only for tournaments or approved non-profit group events.
2. Non-profits must also submit a Park Permit.
3. Concession permits for non-profit group events must be approved by the City Council.
4. There shall only be one concession permit issued per event.
5. Permits may be issued only to the sponsor of the non-profit group event.
6. The concession permit shall not include beer. Beer may be sold only after obtaining a temporary 3.2 license as required by City Code.
7. The concession permit fee shall be \$20.00 a day, payable in advance of the issuance of the permit. A \$100.00 refundable park cleanup deposit is required.
8. Each sponsoring non-profit organization is entitled to one concession permit per calendar year.
9. All food vendors, regardless of status must have a valid Food and Beverage License issued by the Minnesota Department of Health.
10. Applicants are responsible for verifying that vendors providing food or beverage during your event have obtained the proper license.

☒ I, the undersigned, understand that the concession permit fee is non-refundable. The \$100.00 deposit will be refunded after City staff have reviewed the park to determine applicants have cleaned the space.

☒ I, the undersigned, have applied for a Park Permit and understand all park and audio permit instructions and failure to comply with any of the instructions may terminate the event.

SIGNED:

Robin Boeke

Applicant

2-28-18

Date

☐ APPROVED ☐ DENIED☒ REFER TO COUNCIL

City Clerk

Date

Receipt # _____	Book _____	Online _____	Park _____	Police _____	Staff Initials _____
-----------------	------------	--------------	------------	--------------	----------------------

§ 110.26 CONCESSION PERMITS.

(A) It is unlawful for any person to sell food or beverages in any city park or other public property that is designated by the city to be controlled as if it were a city park without first having obtained a concession permit from the city.

(B) The following conditions shall apply to the issuance of such permits.

(1) Permits shall be issued only for tournaments or approved nonprofit group events.

(2) Concession permits for nonprofit group events must be approved by the City Council. Concession permits for tournaments may be approved by the City Clerk.

(3) There shall be only one concession permit issued per tournament or approved nonprofit group event. Additional permits may be authorized by the City Council for state, regional or national events as it deems appropriate in the circumstance.

(4) A concession permit shall not include beer. Beer may be sold only after obtaining a temporary 3.2% license as required by the city code.

(5) The concession permit fee shall be set by resolution of the City Council.

(Ord. 124, passed 4-20-1992) Penalty, see § 10.99

Permit #: 24 -2018

Start time: 6:30

Fee: \$ 100.00

Date: 5/5/18

Stop time: 11:00

Shelter: ☒ Spring Lake Shelter #1 ☐ Spring Lake Shelter #2 ☐ Wheeler Park Indoor Shelter

Event Name: Monroe Color Run

Name: Jackie Murray

Address: 441 Monroe Ave.

Phone: 507-382-5342

of People: _____

Use of Tents (or anything requiring staking) ☒ No ☐ Yes * If Yes, Please contact **Gopher State One Call**
*Bounce House requires waiver **800-252-1166** one week prior to event.

Notes: _____

Alcoholic Beverages (wine & beer only) ☒ No ☐ Yes * \$300 refundable deposit and \$30 keg permit
Please specify: Cans Keg Catering* (must contact City Hall)

Audio (requires audio permit) Bullhorn ☒ No ☐ Yes * If Yes, Please fill out Audio Permit.

Allowed

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

Prohibited

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒ I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☐ I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED: _____

Applicant

Date

☐ APPROVED ☐ DENIED

☐ REFER TO COUNCIL

City Clerk

Date

Receipt # _____

☒ Book

☐ Online

☐ Park

☐ Police

Staff Initials _____



CITY OF *Minnesota*
NORTH MANKATO

1001 Belgrade Ave., PO Box 2055
North Mankato, MN 56003
507-625-4141 Fax: 507-625-4252
www.northmankato.com

For Office Use Only

APPROVED _____

DENIED _____

☐ PARK USE ☐ AUDIO USE

Application For PARADE PERMIT

REQUIRED INFORMATION:

- Application for Parade Permit
- Map of Parade Route
- \$35 Application Fee

Thirty (30) days in advance of the parade date.

Name of Applicant <i>Jackie Murray</i>	Address <i>441 Monroe Ave</i>	Phone <i>507-382-5342</i>	Email <i>moniaptb@gmail.com</i>
Sponsoring Organization Name <i>Monroe Elementary</i>	Address <i>441 Monroe Ave</i>	Phone <i>507-382-5342</i>	
Contact during event <i>Spring Lake Park</i>	Phone <i>-</i>		
Event Location <i>Color Run</i>	Date <i>5-5-18</i>	From Time <i>6:30a</i>	To <i>11:00a</i>
Occasion for Parade <i>3 laps around lake</i>			
Parade Description / Composition			

Estimated Number of Participants: *300*

As duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic.

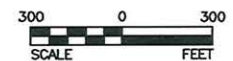
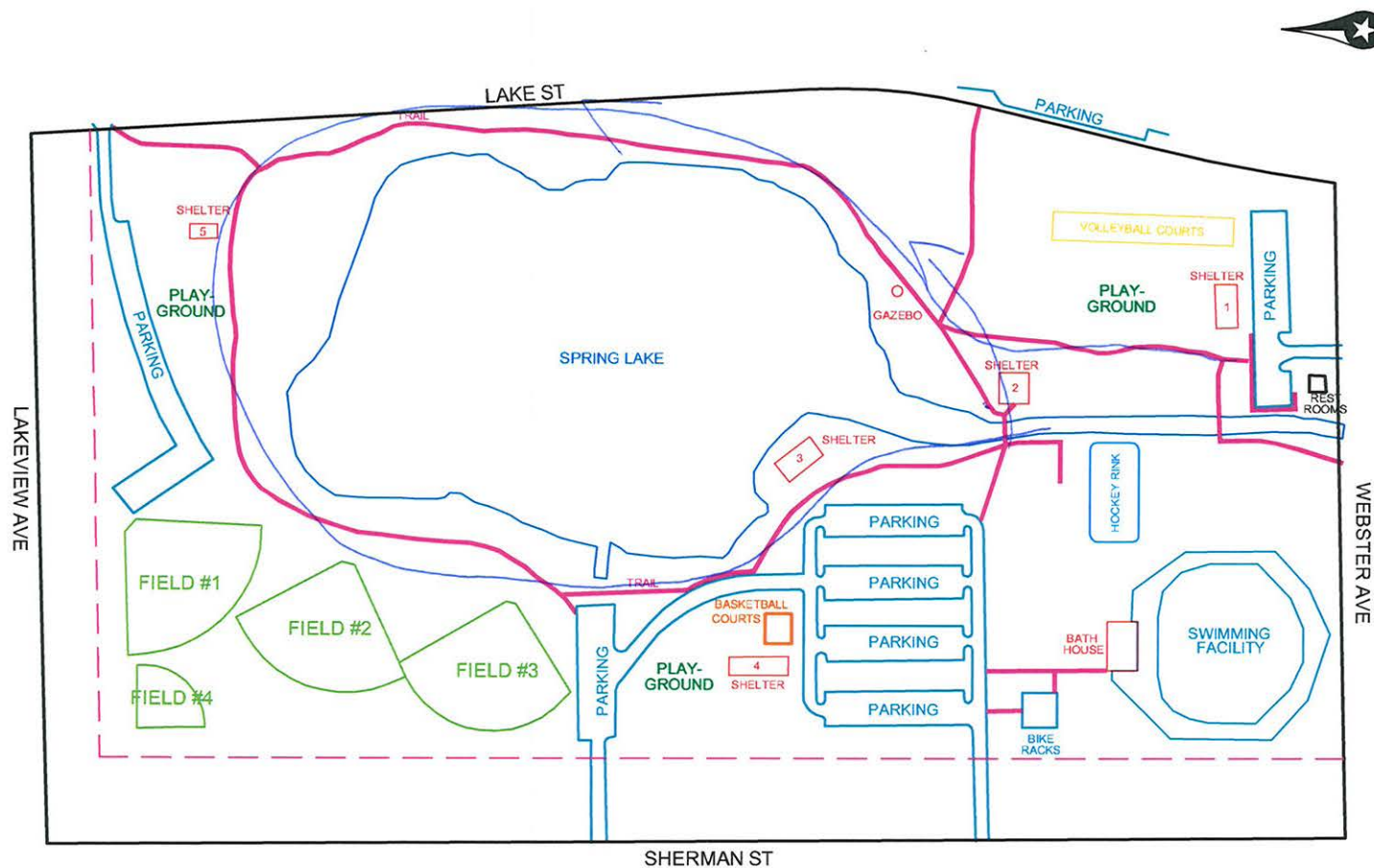
Jackie Murray *2-21-2018*
Applicant Date

Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

[Signature] *#701* *02-22-18*
Chief of Police Date

Caswell Sports Director

Date



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
BURNSVILLE, MN CHASKA, MN AMES, IA



CITY OF NORTH MANKATO LOCATION MAP SPRING LAKE PARK

APRIL, 2006

FIGURE NO. 1



1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141 Fax: 507-625-4151
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.

What happens if there is a noise complaint?

- 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 DATE OF EVENT: Thurs. June 14
☐ DJ/KARAOKE MACHINE BEGIN TIME: 6:30pm
☐ OTHER: _____ END TIME: 10:30pm

LOCATION / SHELTER: FUCP Warehouse : 2120 Howard Dr. WAT, North Mankato

EVENT NAME: Beer, Brats and Bourbon for Backpack

ONSITE COORDINATOR: PRINT NAME: SHERI SANDER-SILVA

MOBILE NUMBER: (507) 945-6557

☒ 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: [Signature] DATE: 2/20/18

POLICE CHIEF: [Signature]
CITY CLERK: _____

☐ DENIED ☒ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

Permit #: 23 -2018

Start time: 6:00am Setup Fee: \$200.00

Date: 4/21/18

Stop time: 1:00 pm

Shelter: ☒ Spring Lake Shelter #1 ^{10th Annual} ☒ Spring Lake Shelter #2 ☐ Wheeler Park Indoor Shelter

Event Name: Girls on the Run 5k

Name: Amy Jordan - YWCA

Address: 127 S. 2nd St., Ste 200, Mankato

Phone: 507-386-2186

of People: 1200

Use of Tents (or anything requiring staking) ☐ No ☒ Yes ** If Yes, Please contact Gopher State One Call 800-252-1166 one week prior to event.*
**Bounce House requires waiver*

Notes: _____

Alcoholic Beverages (wine & beer only) ☒ No ☐ Yes ** \$300 refundable deposit and \$30 keg permit*
Please specify: Cans Keg Catering* (must contact City Hall)

Audio (requires audio permit) ☐ No ☒ Yes ** If Yes, Please fill out Audio Permit.*

Allowed

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

Prohibited

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒ I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☒ I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED: _____

Amy Jordan
Applicant

2/12/18
Date

☐ APPROVED ☐ DENIED

☒ REFER TO COUNCIL

City Clerk

Date



1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141 Fax: 507-625-4151
www.northmankato.com

Audio Permit _____ 2017
Park Permit _____ 2017

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.

What happens if there is a noise complaint?

- 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 EVENT: April 21, 2018
BEGIN TIME: 8:00am
END TIME: 11:30am*

**audio can end at 10:00am*

LOCATION / SHELTER: Spring Lake Park

EVENT NAME: 10th Annual Girls on the Run 5k

ONSITE COORDINATOR: _____ PRINT NAME: Amy Jordan

MOBILE NUMBER: (507) 420-6562

☐ 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: _____ DATE: _____

POLICE CHIEF: Ce #701

CITY CLERK: _____

☐ DENIED ☒ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #81	Department: City Clerk	Council Meeting Date: 3/5/18
-----------------	------------------------	------------------------------

TITLE OF ISSUE: Consider Adopting Resolution Approving Design & Wine's Application for Consumption and Display (Set Up) Permit.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Staff has received a request from Laura Doyen to approve an annual consumption and display liquor license. Consumption and Display permits are State issued permits, which authorize establishments to permit the consumption and display of intoxicating liquor on the premises. The permit does not authorize the sale of intoxicating liquor. City Code does allow Set Up Permits within the City limits, but the City must consent to the Consumption and Display permit. The City has a permit fee of \$330.00 and the State requires a \$250.00 fee.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt Resolution Approving Design & Wine's Application for Consumption and Display (Set Up) Permit.

<p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record:</p> <table style="margin-left: 40px;"> <tr> <td style="width: 100px;">Aye</td> <td style="width: 100px;">Nay</td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Freyberg</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Whitlock</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Steiner</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Norland</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<p style="text-align: center;">SUPPORTING DOCUMENTS ATTACHED</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) <u>Application</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																												
_____	_____	Freyberg																											
_____	_____	Whitlock																											
_____	_____	Steiner																											
_____	_____	Norland																											
_____	_____	Dehen																											
Resolution	Ordinance	Contract	Minutes	Map																									
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
<p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting</p>	<p><input type="checkbox"/> Refer to: _____</p> <p><input type="checkbox"/> Table until: _____</p> <p><input type="checkbox"/> Other: _____</p>																												

RESOLUTION NO.

RESOLUTION AUTHORIZING MUNICIPAL CONSENT OF STATE
ISSUED CONSUMPTION AND DISPLAY PERMIT FOR DESIGN
& WINE, LLC, DBA DESIGN & WINE

WHEREAS, the owner of Design & Wine, LLC, dba Design and Wine has applied for a Display and Consumption (Set Up) Permit through the Minnesota Department of Public Safety, Division of Alcohol and Gambling Enforcement; and

WHEREAS, a Display and Consumption permit is a state issued permit, which authorizes establishments to permit the consumption and display of intoxicating liquor on the premises but does not authorize the sale or distribution of alcohol; and

WHEREAS, assuming Design & Wine, LLC passes the State's qualifications for a Display and Consumption permit as set forth in Section 340A.414, Subd. 2; and

WHEREAS, a Consumption and Display permit is not effective until municipal consent is provided,

WHEREAS, the City values diversity in business offerings with the City of North Mankato.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, authorizes consent of the State issued Consumption and Display permit for:

Design & Wine, LLC, dba Design & Wine
300 Belgrade Avenue
North Mankato, MN 56003

Adopted by the City Council this 5th day of March 2018.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8J	Department: Administration	Council Meeting Date: 3/5/18
TITLE OF ISSUE: Consider Authorizing City Administrator to Approve a Service Agreement with Jaguar Communications and Move Forward with Updating the Wiring in City Hall.		
BACKGROUND AND SUPPLEMENTAL INFORMATION: The City of North Mankato's phone system has experienced loss of service and malfunctions and is need of replacement. City staff completed a full RFP process, and Jaguar provided the best solution and services.		
<i>If additional space is required, attach a separate sheet</i>		
REQUESTED COUNCIL ACTION: Authorize City Administrator to Approve Service Agreement with Jaguar Communications and Move Forward with Updating the Wiring in City Hall.		
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: Aye Nay </div> <div style="margin-left: 100px;"> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="width: 40%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div style="width: 40%;"> Freyberg Whitlock Steiner Norland Dehen </div> </div> </div>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> Resolution Ordinance Contract Minutes Map </div> <div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div> <div> Other (specify) <u>Service Agreement, Proposals</u> </div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px;"></div>	
<div style="margin-bottom: 10px;"> <input type="checkbox"/> Workshop </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> Regular Meeting </div> <div> <input type="checkbox"/> Special Meeting </div>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Refer to: _____ </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Table until: _____ </div> <div> <input type="checkbox"/> Other: _____ </div>	

EXHIBIT A



213 South Oak Avenue
Owatonna, MN 55060
Phone: (507) 214-1000
Fax: (507) 214-1001

Telecommunications Service Agreement

Welcome to Jaguar Communications, Inc.

Date: December 1, 2017

Business Name: City of North Mankato

Service Address: 1001 Belgrade Ave

City, State, ZIP: North Mankato MN 56003

Phone: 507-625-4141

Contact Name: April Van Genderen

Email: aprilv@northmankato.com

Qty. Ordered	Description Of Services/Equipment	Terms (Months)	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
	<u>Library</u>					
9	Polycom VVX 411s with DIDs and Long Distance	36mth	\$34.61	\$311.50		
	<u>Police Station</u>					
1	70/20 Fiber business data	36mth	\$230.00	\$230.00		
23	Polycom VVX 411s with DIDs and Long Distance	36mth	\$30.90	\$710.70		
	<u>City Hall</u>					
1	70/20 Fiber business data		\$230.00	\$230.00		
				\$866.64		
	<u>Parks Department</u>					
1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
2	Polycom VVX 411s with DIDs and Long Distance	36mth	\$46.95	\$93.90		
	<u>Water Department</u>					
1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
3	Polycom VVX 411s with DIDs and Long Distance	36mth	\$40.62	\$121.85		
	<u>Pool</u>					
1	Polycom VVX 411 with DIDs and Long Distance	36mth	\$65.95	\$65.95		
1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
	<u>Shop</u>					
1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
2	Polycom VVX 411s with DIDs and Long Distance	36mth	\$46.95	\$93.90		
	<u>Fire Department</u>					

1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
7	Polycom VVX 411s with DIDs and Long Distance	36mth	\$36.32	\$254.24		
1	Polycom Soundstation 6000 Conference Phone	36mth	\$36.32	\$36.32		
	<u>Recycling Center</u>					
1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
1	Polycom VVX 411 with DIDs and Long Distance	36mth	\$65.95	\$65.95		
	<u>Public Works</u>					
1	15/5 Fiber business data	36mth	\$85.00	\$85.00		
3	Polycom VVX 411s with DIDs and Long Distance	36mth	\$37.28	\$111.85		
FCC/911/USF/Federal and State taxes, administration fee and additional directory listing charges apply and are not included in the Totals. Local usage charges apply if applicable. If Customer chooses Jaguar as its long distance provider, Jaguar will block International Calling unless specially identified in description of services/equipment section of this agreement.			M/R Total	\$3,787.80	N/R Total	\$0.00

ESA - Package includes the Jaguar Local Calling Area

Free Calling to:

Albert Lea, Austin, Blooming Prairie, Faribault, Glenville, Owatonna, Rochester, St. Charles, Stewartville, Waseca, Chatfield, Mankato, North Mankato.

Long Distance Rate:

(Cent/min.):

3.0

Toll Free Service (MRC):

(Cent/min.):

General Terms and Conditions

The following General Terms and Conditions shall be applicable to any, each and every Service Order - if same are accepted and executed by Jaguar Communications, Inc. [or by any wholly owned subsidiary company of Jaguar Communications, Inc., (herein collectively called "Jaguar")] and executed by the Customer. Customer and Jaguar agree these General Terms and Conditions are to be and shall be incorporated into each Service Order. A Service Order is initiated via Service Exhibits that the Customer signs for specific products and services provided to the Customer by Jaguar.

DEFINITIONS

Confidential Information: Confidential Information includes any Licensed Software (and any or all source code or source documentation), inventions, know-how, and ideas, updates, documentation, or information related to Licensed Software, and any non-public information regarding the business of the other party provided to either party by the other where such information is marked or otherwise communicated as being "proprietary", "secret" or "confidential" or the like. The submission of a Service Order by the Customer and acceptance thereof by Jaguar initiates the respective obligations of the parties as set forth therein and pursuant to these Terms and Conditions.

SECTION 1. CANCELATION OF OR EARLY TERMINATION

1.1 Cancellation of Service Order after Initiation of Service. Subject to cancellation charges referenced herein, Customer may have Service delivery discontinued for its convenience upon sixty (60) days written notice to Jaguar. Customer shall be liable for payment of all invoices for Services furnished until the effective date for cancellation and shall be liable for payment of any applicable Early Termination Charge (see section 1.2). If any material event of default continues for thirty (30) days after written notice thereof, the

non-defaulting party shall have the right, but not the duty, and solely at its discretion, to terminate this Agreement and any related Service Orders hereunder without incurring any cancellation charges, such termination to be immediately effective upon receipt of written notice

1.2 Early Termination Liability.

- 100% of the Monthly Recurring Charge for each Disconnected Month during months 1-12 of the Term
- 50% of the Monthly Recurring Charge for each Disconnected Month during months 13-24 of the Term
- 30% of the Monthly Recurring Charge for each Disconnected Month during months 25-36 (End of the Term)
- In lieu of any Early Termination Charges, Customer may request that either one or both of points of termination for an existing Service be changed to different point(s) of termination on Jaguar's network ("Transfer Request"). The Service between the new points of termination shall be referred to as the "Requested Service" for the purposes of this paragraph. Portability requirements: (a) the Requested Service must be equal or greater to the remaining contract value, (b) Customer accepts any non-recurring charges associated with the Requested Service, (c) Customer accepts, and agrees to pay in full, any and all special build costs actually incurred by Jaguar and documented for Customer, (d) Customer makes a Transfer Request in writing, specifying all of the information required to replace the existing Service within sixty (60) days of issuance of the change order or additional Service Order covering the Requested Service, and (e) Jaguar, in its sole discretion, approves the Transfer Request and the Requested Service in writing; otherwise Customer shall pay Jaguar the Early Termination Charges.

1.3 Automatic Renewal of Agreement – This Agreement will automatically renew on a monthly basis at the same charges, terms and conditions contained herein unless Customer or Jaguar provides sixty (60) days written notice of termination.

SECTION 2. LIABILITIES AND DISCLAIMERS

2.1 Jaguar Liability. The liability of Jaguar for damages arising out of the furnishing of Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, use of Services or arising out of the failure to furnish Services, whether caused by acts of commission or omission, shall be limited to the extension of credit allowances or refunds of sums paid under each applicable Service Order. Extension of such a credit allowance or refund shall be the sole remedy of Customer (or any End User) and the sole liability of Jaguar. Further, Jaguar shall in no event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (specifically including - but not limited to -- damages for lost profits or lost revenues) a Customer may suffer, whether or not caused by intentional acts, omissions or any negligence of Jaguar's employees or agents, and regardless of whether Jaguar has been informed of the possibility or likelihood of such damages.

2.2 Warranty; Disclaimer. JAGUAR COMMUNICATIONS, INC. MAKES NO WARRANTY, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, EXCEPT THOSE AS ARE EXPRESSLY SET FORTH HEREIN OR OTHERWISE CREATED BY LAW.

2.3 Maintenance and Repairs. Jaguar shall be responsible for routine maintenance for the Services (including any fiber, conduit and other related assets) and shall perform such maintenance at its expense. Customer shall provide prompt notice to Jaguar regarding any condition affecting the Service. Jaguar's maintenance obligations shall be performed in accordance with industry standards. Customer shall cooperate with Jaguar with respect to such maintenance and repair.

SECTION 3. CONFIDENTIAL INFORMATION

3.1 Disclosures and Use. The Confidential Information disclosed by either party constitutes the confidential and proprietary information of the disclosing party and that the receiving party shall retain in strict confidence and not disclose to any third party (except as authorized by these General Terms and Conditions) without the disclosing party's express written consent to any and all such information. Each party agrees to treat all proprietary information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care.

3.2 Restricted Use. Each party agrees: (A) to use Confidential Information only for the purposes of these Terms and Conditions or as otherwise expressly permitted by these General Terms and Conditions (B) not to make copies of this Confidential Information or

any part thereof except for purposes of these General Terms and Conditions ; and (C) to reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices (whether of disclosing party or a third party) as are contained in or on the original or as the disclosing party may otherwise reasonably request.

SECTION 4. GENERAL TERMS

4.1 Force Majeure. Jaguar shall not be liable for, nor shall any credit allowance be extended for, any failure of performance or equipment due to causes beyond its control including but not limited to: acts of God, fire, flood or other catastrophes; any new law, order, regulation, direction, action, or request of the United States Government, or national emergencies, insurrections, riots, wars, or unavailability rights-of-way or materials, or epidemic illness, strikes, lock-outs, work stoppages, or other labor difficulties.

4.2 Assignment or Transfer. Customer may not transfer or assign use of Service without the express prior written consent of Jaguar, and then only when such transfer or assignment can be accomplished without interruption of use of location and of Service; provided that Customer may assign its rights and obligations hereunder to any affiliate of Customer or pursuant to a merger, stock sale or sale or exchange of substantially all the assets of Customer in the franchise area in which the Services are located, upon written notice to Jaguar, if such third party first agrees in writing to assume and be bound by all of the terms and conditions hereof. These General Terms and Conditions shall apply to all such permitted transferees or assignees. Customer shall, unless otherwise expressly agreed by Jaguar in writing, remain liable for the payment of all charges due under each Service Order.

4.3 Notices. Any notice Jaguar may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, overnight courier electronic mail or when deposited with the U.S. Postal Service, to the address listed on each Service Order.

4.4 Indemnification. Customer shall indemnify, defend and hold Jaguar Communications, Inc. and its Officers, Directors, Employees and Agents harmless from any and all claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from (1) any claims made against Jaguar by any End User in connection with the delivery or consumption of Services, (2) use of facilities furnished by Jaguar in a manner inconsistent with the terms hereof or in a manner that Jaguar did not contemplate and over which Jaguar exercises no control, and (3) all and any other claim, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by Customer and End User in connection with the Services.

4.5 Application of Tariffs. Jaguar may elect (or be required by law to file with the appropriate regulatory agency) tariffs respecting the delivery of certain Services. If and to the extent tariffs have been, are being, or will be filed subsequently, which tariffs address any Services ordered by Customer herein, then the particular express terms and conditions set forth in any and every such applicable tariff shall govern. In each and every case where Jaguar's delivery of regulated Services shall be and is required by duly empowered governing authority to be under tariff, these General Terms and Conditions are fully subject to each any and all required tariff(s). These General Terms and Conditions shall, to the extent they do not conflict with Jaguar tariffs, control Customer's and each End User's consumption and use of the Service.

4.6 Entire Understanding. These Terms and Conditions, including any Service Order executed hereunder (and any tariff applicable to the delivery of Services), constitutes the entire understanding of the parties related to the subject matter hereof. All sections and subsections of these General Terms and Conditions which by their terms or nature contemplate future performance or obligations shall survive the termination or expiration of these General Terms and Conditions.

Business: City of North Mankato

Jaguar Communications, Inc.

Authorized
Representative: April Van Genderen
Signature: _____
Date: December 1, 2017

Authorized
Representative: Jacob Ward
Signature: _____
Date: December 1, 2017

Customer Signature _____

Proposal

FARIBAULT:
24 NE 2nd St.
FARIBAULT, MN 55021
PHONE: 507-334-3735
OR 1-800-944-0105
FAX: 507-334-8249



SALES SERVICE INSTALLATION
BUSINESS & RESIDENTIAL
Licensed & Bonded License #CC00312

OWATONNA OFFICE
OWATONNA, MN 55060
507-573-5446

ROCHESTER OFFICE:
ROCHESTER, MN 55904
PHONE: 507-281-2122

PROPOSAL SUBMITTED TO: City of North Mankato	PHONE 507-625-4141	DATE 1/19/2018
STREET 1001 Belgrade Ave	CONTACT NAME April VanGeneren	
CITY, STATE AND ZIP CODE North Mankato, MN 56007-2055	Fax Number 507-625-4151	aprilv@northmankato.com

We hereby submit specifications and estimates for: **Rewire**

Rewire the following locations with Berk-Tek Lanmark 6 Cat6 plenum cable.
Administrator Conference Room 1 Location 1 cables, City Administrator Office 2 Locations 4 cables each, Courtney Office 1 location 4 cables, Copy Machine 1 location 1 cables, April's Office 2 locations 4 cables each, Mayors Office 1 location 4 cables, Heathers Office 1 location 4 cables installed in wiremold, Community Development Front Desk 1 location 4 cables, Community Development Copy Room 1 location 2 cables installed in wiremold, Community Development Directors Office Mike 1 location 4 cables, Community Development Printer Room 1 location 4 cables, Building Inspectors Office 1 location 6 cables, Green Room 1 location 4 cables, Finance Beth 1 location 4 cables, Finance Spare Office 1 location 4 cables, Finance Front Counter 2 locations 4 cables each, Finance 2 Cubicles 1 location each 4 cables, Finance Kevin 2 locations 4 wires each, Finance Copr Room 3 locations 2 cables each, Finance Conference Room 2 locations 2 cables each, Lower Level Staff Breakroom 1 location 1 wire.

Wire and jack Front Entry with 1 Cat6A cable.

Install 1 Chatsworth (24" W x 24" D x 24" H) enclosed data cabinet with lock.

Install two 48-port filled Cat6 patch panels and 1 24 port empty patch panel with 4 Cat6 jacks and 1 Cat6A Jack.

Test and certify all new wiring and give the City of North Mankato a PDF copy.

Option-Extra

Install Berk-Tek Landmark 1000 cable in place of Berk-Tec Lanmark 6 cable-Add \$1,950.00

Note: Demo of old wiring will be done on a time and material basis

Any additional conduit/wiremold not listed above will be billed as an extra.

Electrician will need to furnish AC outlet and ground wire to the new cabinet.

Floor box locations may have additional time billed due to not knowing where the conduits feed from.

Any furniture in the way of getting the wire in the existing conduits will be moved by City of North Mankato employees.

STANDARD INSTALLATION AND WARRANTY HOURS: MONDAY THROUGH FRIDAY 8AM TO 4:30PM

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

Eighteen thousand seven hundred twenty-five dollars 00/100's **Includes tax** Dollars (\$) **18,725.00**).

Payment to be made as follows:

1/2 down / balance due upon completion.

ALL EQUIPMENT AND MATERIAL IS PROPERTY OF THE PHONE STATION UNTIL PAID FOR

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the 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, wind damage and other necessary insurance. Unless specified, warranty of labor or material not covered by acts of God (lightning, water, wind, ect). Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature Mike Friesen Emailed to April on 1/19/2018

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

Acceptance of Proposal

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

Date of Acceptance: _____

Signature _____

Printed Name _____

FARIBAULT:
24 NE 2nd St.
FARIBAULT, MN 55021
PHONE: 507-334-3735
OR 1-800-944-0105
FAX: 507-334-8249



OWATONNA OFFICE
OWATONNA, MN 55060
507-573-5446

ROCHESTER OFFICE:
ROCHESTER, MN 55904
PHONE: 507-281-2122

TERMS & CONDITIONS

All standard labor prices assume installation in typical office environment and are subject to site survey & inspection. All contracts are subject to the approval of an officer of Phone Station, Inc.

WARRANTY – Phone Station Inc. hereby guarantees the equipment as listed in the Equipment Description against defective material or workmanship for the period stated in the Equipment Description from the date of said property is delivered. This guarantee will be void and will not apply to any equipment repaired by personnel other than an authorized representative of Phone Station, Inc., or which has been tampered with or damaged by the customer or its representatives in any manner.

MAINTENANCE - Maintenance will be available on a twenty-four (24) hour per day basis and can be obtained by calling the Phone Station, Inc. office. A Phone Station service representative will respond to a maintenance request within one (1) business day for normal repair service and within three (3) hours in the case of a complete system failure. After the warranty period, maintenance will be made available on a time and material basis or the customer may elect to take advantage of an extended warranty contract.

SPECIAL CONDITIONS - The customer acknowledges that title to the subject property and the right of possession thereto shall be and remain that of Phone Station, Inc. until the full purchase price is paid. A one and one-half (1½ %) per month finance charge will be applied to any and all past due amounts. The customer shall not sell, transfer, hypothecate, mortgage, or dispose of the above described equipment without written consent of Phone Station, Inc. until the full purchase price is paid. In the event this agreement is rescinded by the customer at any time prior to commencement of installation and/or delivery of equipment, customer will pay Phone Station, Inc. a service and engineering fee equal to ten (10%) of the total purchase price. In the event the customer fails to make payments as specified or cancels this agreement after commencement of installations and/or delivery of equipment, or permits equipment to be removed, altered or tampered with, Phone Station, Inc. will be entitled to additional liquidated damages in the amount Phone Station, Inc. specifies as necessary for the actual loss sustained. In the event that any obligation arising under this contract is turned over to any attorney for collections, the customer shall be liable for costs incurred in collections, plus reasonable attorney fees in addition to all other amounts owed under this contract. In no way will Phone Station, Inc. be held responsible for indirect, special or consequential damages resulting from the use of the above described property or implementation of this agreement. Phone Station, Inc. agrees to exercise its best effort to meet estimated delivery and installation dates, but assumes no liability for failure to do so. Facilities and supplemental equipment such as conduits, back boxes, high voltage wiring and outlets, are not a part of this agreement. All provisions of this contract shall be considered as separate terms and conditions. In the event any one provision is deemed illegal, invalid or unenforceable, all of the other provisions shall remain lawful and enforceable as if the illegal, invalid or unenforceable provision were not a part hereof. This agreement constitutes the entire contract between parties and Phone Station, Inc. makes no representations or warranties unless set forth in writing by Phone Station, Inc. and attached to this agreement.

_____ Initials

RESOLUTION NO.

RESOLUTION APPROVING
CONSENT ASSESSMENT AGREEMENT

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

1763 Orchid Dr. S.

PIN #18.544.0340

BLOCK 3 LOT 4 SUBDIVISIONCD 18544 SUBDIVISIONNAME GREEN ACRES

Cost: \$5,492.18

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

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

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

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

Adopted by the City Council this 5th day of March 2018.

Mayor

ATTEST:

City Clerk

CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) and Amanda Rettke (Owner).

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

1. Owner's property is described as follows:
1763 Orchid Dr. S
PIN #18.544.0340
BLOCK 3 LOT 4 SUBDIVISIONCD 18544 SUBDIVISIONNAME GREEN ACRES
2. Owner replaced the water line to the property.
3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
4. City is willing to pay for the repair in consideration for the owner's consent to the assessment.

The parties therefore make the following agreement:

1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$5,492.18. The assessment shall be payable in equal installments extending over a period of ten (10) years and bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor.

Adopted this 16 day of Feb, 2018.

City of North Mankato

By: 

Its: FINANCE DIRECTOR



Property Owner

Bobbi Kuball

Property Owner

Leon's Custom Backhoe,
59988 - 206th Street
Eagle Lake, MN 56024
507-345-L-E-O-N
(5 3 6 6)

Invoice

Date	Invoice #
2/6/18	2396

Bill To
BOBBI JEAN KUBALL 1763 ORCHID DR. S. NORTH MANKATO, MN 56003

P.O. No.	Terms	Due Date	Project
	NET 10	2/16/18	

Serviced	Item	Description	Qty	Rate	Amount
12/13/17	WATER LI...	EXCAVATE AND BACKFILL FOR THE INSTALLATION OF NEW WATER LINE FROM CURB BOX TO NORTH SIDE OF THE NORTHWEST CORNER OF HOUSE	1	3,742.18	3,742.18
	INCLUDES	INCLUDES: EQUIPMENT, LABOR, AGGREGATE, COMPACTION		0.00	0.00

THANK YOU, PLEASE CALL AGAIN! LEON	Sales Tax (7.375%)	\$0.00
Not responsible for settling in the yard	Total	\$3,742.18
	Balance Due	\$3,742.18

KADUCE PLUMBING & HEATING, INC.

1060 S Victory Dr
Mankato, MN 56001

Invoice

DATE	INVOICE #
12/18/2017	26877

BILL TO

Jim & Bobbi Kuball
1763 Orchid Dr S
N Mankato, MN 56003



turn to the experts

ALL CALLS FOR SERVICE NEED TO BE MADE THRU OUR OFFICE FOR
SCHEDULING. PLEASE DO NOT CALL OUR SERVICE TECHS DIRECTLY.
1-866-241-5956

P.O. NO.

QUANTITY

DESCRIPTION

AMOUNT

1

12/14/17 & 12/15/17 Replaced main water line from curb box + new location in house. Replaced curb box riser and installed new emergency shutoff valves.

1,750.00

Thank you for your business.

Total \$1,750.00

Balance Due \$1,750.00

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8L	Department: Community Dev.	Council Meeting Date: 3/5/18										
TITLE OF ISSUE: Consider Accepting Property Owner Petition to Annex 2.38 Acres into the City of North Mankato and Set a Public Hearing for 7:00 p.m. on April 16, 2018.												
BACKGROUND AND SUPPLEMENTAL INFORMATION: On February 23, 2018, the City received a request to annex 2.38 acres. The City Council is asked to accept the petition of annexation, and set a Public Hearing for 7:00 p.m. on April 16, 2018. According to Minnesota Statutes §414.033 Subdivision 2(3), Permitting Annexation by Ordinance the City must serve upon the Township Board and residents abutting the land 30-days notice that the City will conduct a Public Hearing.												
<i>If additional space is required, attach a separate sheet</i>												
REQUESTED COUNCIL ACTION: Accept Property Owner Petition to Annex 2.38 Acres into the City of North Mankato and Set a Public Hearing for 7:00 p.m. on April 16, 2018.												
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: Aye Nay _____ _____ Freyberg _____ _____ Whitlock _____ _____ Steiner _____ _____ Norland _____ _____ Dehen </div>	<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 20%;">Resolution</td> <td style="text-align: center; width: 20%;">Ordinance</td> <td style="text-align: center; width: 20%;">Contract</td> <td style="text-align: center; width: 20%;">Minutes</td> <td style="text-align: center; width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <div style="margin-top: 10px;"> Other (specify) <u>Public Hearing Notification</u> <u>Petition for Annexation</u> _____ _____ _____ </div>		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution	Ordinance	Contract	Minutes	Map								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
<div style="margin-bottom: 10px;"> <input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting </div>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Refer to: _____ </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Table until: _____ </div> <div> <input type="checkbox"/> Other: _____ </div>											

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will hold a Public Hearing on Monday, April 16, 2018 at 7 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider Annexation of Land containing 2.38 acres owned by Steve and Kathleen Burnett and legally described as:

That part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 108 North Range 27 West, Nicollet County, Minnesota. A full legal description is available at the North Mankato City Hall.

Dated this 5th day of March 2018.

April Van Genderen
City Clerk
City of North Mankato

**PROPERTY OWNER PETITION TO MUNICIPALITY
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF NORTH MANKATO,
MINNESOTA

PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Council of the City of North Mankato, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by:

_____ the sole property owner; or

 X all of the property owners (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)

of the area proposed for annexation to annex certain property described herein lying in the Township of Belgrade to the City of North Mankato, County of Nicollet, Minnesota.

The area proposed for annexation is described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Beginning at the southeast corner of Lot 2, Block 5, Burnett's Ravine Ridge No. 3, according to the plat thereof on file and of record with the Nicollet County Recorder; thence South 00 degrees 34 minutes 33 seconds East, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the westerly right of way line of Raymond Drive, according to said Burnett's Ravine Ridge No. 3, a distance of 797.66 feet to the point of intersection with the southerly line of Aspen Lane, according to said Burnett's Ravine Ridge No. 3; thence South 89 degrees 25 minutes 27 seconds West, along the westerly extension of the southerly line of said Aspen Lane, a distance of 130.00 feet to the point of intersection with the southerly extension of the west line of said Lot 2, thence North 00 degrees 34 minutes 33 seconds West, along said extension, a distance of 797.66 feet to the southwest corner of said Lot 2; thence North 89 degrees 25 minutes 27 seconds East, along the south line of said Lot 2, a distance of 130.00 feet to the point of beginning. Containing 2.38 acres.

1. There is 1 property owner in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner - the number of parcels owned by a petitioner is not counted.)
2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.

Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property previously annexed under this clause within the preceding 12 months if the property is owned by the same owners and annexation would cumulatively exceed 120 acres.

3. Said property is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 2.38 acres.
5. The reason for the requested annexation is to accommodate residential development.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of North Mankato, Minnesota.

Dated: Feb. 23, 2018

Signatures: Steven R. Burnett
Kathleen M. Burnett

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 2b, before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), a municipality must hold a public hearing and give 30 days' written notice by certified mail to the town or towns affected by the proposed ordinance and to all landowners within and contiguous to the area to be annexed.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 11, when a municipality declares land annexed to the municipality under subdivision 2, clause (3), and the land is within a designated floodplain, as provided by section 103F.111, subdivision 4, or a shoreland area, as provided by section 103F.205, subdivision 4, the municipality shall adopt or amend its land use controls to conform to chapter 103F, and any new development of the annexed land shall be subject to chapter 103F.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 12, when a municipality annexes land under subdivision 2, clause (2), (3) or (4), property taxes payable on the annexed land shall continue to be paid to the affected town or towns for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the municipality may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following levy year.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 13, at least 30 days before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), the petitioner must be notified by the municipality that the cost of electric utility service to the petitioner may change if the land is annexed to the municipality. The notice must include an estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation.

Municipal Boundary Adjustment Unit Contacts

Star Holman star.holman@state.mn.us 651-361-7909

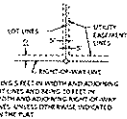
Katie Lin katie.lin@state.mn.us 651-361-7911

(June 2011)

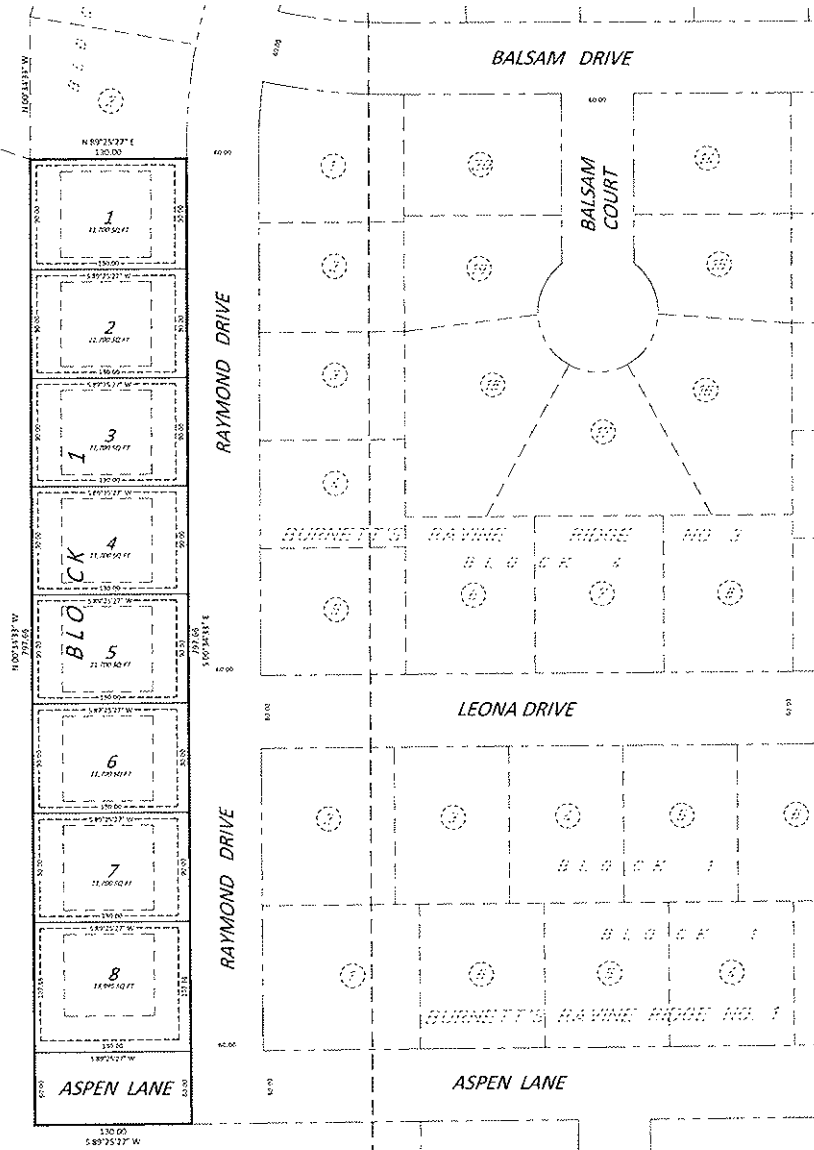
BURNETT'S RAVINE RIDGE NO. 5



- ① 21" GOLFERS MONUMENT ST
MARKED BY UC NO 27000
② MONUMENT FOUND



Horizontal Datum: NADN 1983 County Coordinate System



INSTRUMENT OF DECISION

Know all men by these presents that E. Burnett Land Company, LLC, a Minnesota limited liability company, for owner of the following described property to wit:

That part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

[illegible]

Do hereby declare that we have caused the above described property to be surveyed and plotted and monuments to be set, that we have named said plotted area ARMSTRONG'S HAVEN, RIDGE NO. 5, and that we dedicate to the public use the public ways and easements as shown hereon.

Dated this _____ day of _____, 2012 by Steven R. Burnett, manager of Burnett
Land Company, LLC.

Steven R. Burnett, Foreign

NOTARY CERTIFICATE

State of Minnesota
County of Nicollet

On this the _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Steven R. Burnett, being duly sworn and stating that he is the manager of Burnett Land Company, the Minnesota limited liability company, the company named in the foregoing instrument, and that said instrument was signed in behalf of said company by authority of its Board of Governors, and said Steven R. Burnett acknowledged said instrument to be the free act and deed of said company.

Notary Public
Notary Public-Minnesota
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Michael W. Eichers, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat, known as this plat or directly supervised the preparation of this plat of SURVEY OF SAVINGS REDEVELOPMENT, and that this plat is a correct representation of the boundaries, monuments, and all other natural and artificial monuments correctly delineated on this plat; that all monuments indicated on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2024

Michael N. Eichers,
Licensed Land Surveyor,
Minnesota License No. 46554

On this the ann day of November, 2018, before me a Notary Public in and for said County, appeared Michael M. Eichers, and being duly sworn did say that he has executed the foregoing instrument;

Robert Paul Smith, Notary Public
Notary Public-Minnesota
My Commission Expires Jan. 31, 2023

APPROVALS

Be it known that on this the ____ day of _____, 2018, the Planning Commission of the City of North Mankato did duly review this plot of BURRITT'S Ravine Ridge NO. 5

6. *Ch. 9, § 10*

Inventory

Be it known that on this the ____ day of _____, 2018, the City Council of the City of North Waukegan did duly approve this plot of BOONE's KAYNE RIDGE, no. 5

4570

Clerk

7.12.1. OPINION

I, Joel A. Gich, Licensed Attorney, State of Minnesota, do hereby certify that the owner as indicated herein, represent all ownership interest in the land encompassed by this plot.

Shel A. Gish,
Licensed Attorney

PROPERTY AND PUBLIC SERVICES.

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that the transfer has been entered on the land described herein on the 14th day of February, 2018.

COUNTY RECORDER

I hereby certify that this instrument was filed in my office for record on _____
day of _____, 2010, at _____ o'clock, _____ of the day, and was recorded on _____
day of _____, 2010, at _____ o'clock, _____ of the day. Witness my hand and the seal of my office this _____ day of _____, 2010.

FINAL PLAT
PENDING FINAL REVIEW
(02-21-2018)

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10A	Department: Community Dev.	Council Meeting Date: 3/5/18																												
TITLE OF ISSUE: Consider Adopting Ordinance No. 100, Fourth Series an Ordinance of the City of North Mankato, Minnesota, Amending North Mankato City Code, Title XV Land Usage Chapter 155.50 (B) Ravine Dedication.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the Planning Commission Report.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Adopt Ordinance No. 100, Fourth Series an Ordinance of the City of North Mankato, Minnesota, Amending North Mankato City Code, Title XV Land Usage Chapter 155.50 (B) Ravine Dedication.																														
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Report</u> _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																													
_____	_____	Freyberg																												
_____	_____	Whitlock																												
_____	_____	Steiner																												
_____	_____	Norland																												
_____	_____	Dehen																												
Resolution	Ordinance	Contract	Minutes	Map																										
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Special Meeting</td> </tr> </table>	<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table>		<input type="checkbox"/>	Refer to: _____	<input type="checkbox"/>	Table until: _____	<input type="checkbox"/>	Other: _____																			
<input type="checkbox"/> Workshop																														
<input checked="" type="checkbox"/> Regular Meeting																														
<input type="checkbox"/> Special Meeting																														
<input type="checkbox"/>	Refer to: _____																													
<input type="checkbox"/>	Table until: _____																													
<input type="checkbox"/>	Other: _____																													

ORDINANCE NO. 100, FOURTH SERIES

**AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA,
AMENDING NORTH MANKATO CITY CODE, TITLE XV LAND USAGE
CHAPTER 155.50 (B) RAVINE DEDICATION**

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

Section 1. Sections of North Mankato City Code, Title XV, Land Usage, Chapter 155
Subdivision Regulations are hereby amended as follows:

§ 155.50 PUBLIC SITES AND OPEN SPACES

(B) Ravine Dedication. The subdivider shall dedicate to the city that portion of all
hillsides, ravines and slopes of bluff lands below the ravine breakline as determined by the
Building Official or record an easement approved by the City for the conservation and
preservation of the terrain and vegetation.

Section 2. North Mankato City Code, Chapter 155, entitled Subdivision Regulations are
hereby adopted in their entirety, by reference as though repeated verbatim herein.

Section 3. 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 5th day of March 2018.

Mayor

ATTEST:

City Clerk

AMENDMENT TO CITY CODE SECTION 155.50(B) RAVINE
DEDICATION

THE CITY OF NORTH MANKATO

SUBJECT: City Code Amendment
APPLICANT: City of North Mankato
LOCATION: City Wide
EXISTING ZONING: NA
DATE OF HEARING: January 11, 2018
DATE OF REPORT: January 3, 2018
REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request to amend City Code Section 155.50 (B) Ravine Dedication

COMMENT

In December of 2017, staff presented a request to consider a City Code amendment regarding ravine dedication. In summary, the current regulation is as follows:

(B) *Ravine dedication.* The subdivider shall dedicate to the city that portion of all hillsides, ravines and slopes of bluff lands below the ravine breakline as determined by the Building Official.

At the December meeting, staff had summarized that a developer was concerned with this regulation as it allegedly affected ravine property appraisals and presented an ordinance change providing an option to use conservation easements to allow the private ownership of ravine property. The Planning Commission held considerable discussion and voted to table the issue to allow staff to present more information.

Attached as Exhibit A are three (3) examples of easements used by other Minnesota Cities to address private ownership of ravine property.

At the December Planning Commission meeting there was also discussion regarding City access to ravines for maintenance purposes. Attached as Exhibit B are three (3) examples of North Mankato plats which provide access from public roads into ravines.

Regarding the Nature View Subdivision No. 2 which was recently considered by the Planning Commission, attached as Exhibit C is an example of how a conservation easement would be used in that subdivision. Access to the ravine property would be provided on the north side of the Marie Lane extension on land owned by the City.

There are currently many residential property owners who have ownership of ravine property adjacent to their homes without having any type of conservation easement recorded with the property. Therefore, any costs associated with improvement or maintenance of the ravine may be the responsibility of the property owner.

Attached as Exhibit D is a proposed amendment to Section 155.50 (B)

Exhibit E is a letter from the Nicollet County Assessor regarding the valuation of ravine lots.

RECOMMENDATION

As staff believes protection of ravines can be achieved by the use of conservation easements, approval of the amendment is recommended.

CONSERVATION EASEMENT

THIS INSTRUMENT is made by _____ and _____, husband and wife, Grantors, in favor of the City of Shakopee ("City"), a Minnesota municipal corporation.

Recitals

A. Grantors are the fee owners of property ("the Property") located in Scott County, Minnesota and legally described as follows:

[Insert Legal]

B. Grantor desires to grant to the City an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following easement:

A perpetual, non-exclusive easement for conservation purposes over, under, across and through that part of the Property described as follows:

[insert legal description of easement area]

(the "Easement Area").

2. Scope of Easement. Grantor, for itself, its successors and assigns, declares and agrees that the following prohibitions shall continue in perpetuity in the Easement Area:

- a. Constructing, installing or maintaining anything made by man.
 - b. Cutting or removing trees or other vegetation. Notwithstanding the foregoing, trimming trees and vegetation to maintain their health, removing dead or diseased trees and vegetation and removing selected trees and vegetation to allow sunlight to penetrate to limited parts of the Easement Area, or to remove invasive plants such as buckthorn may be permitted, but only when approved by the City.
 - c. Excavating or filling within the Easement Area.
 - d. Applying chemicals for destruction or retardation of vegetation, unless first approved by the City.
 - e. Depositing of waste or debris.
 - f. Applying herbicides, pesticides and insecticides.
 - g. Applying fertilizers.
 - h. Conducting activities detrimental to the preservation of the scenic beauty, vegetation and wildlife in the Easement Area.
 - i. Removing, damaging, destroying or defacing any monuments or markers placed to delineate the Easement Area.
 - j. Plastic, concrete, metal and painted materials may not be used to stabilize the creek bed or bank. Only natural vegetation or rock may be used for such purposes.
3. Grantor, for itself, its successors and assigns, grants to the City the affirmative right, but not the obligation, to do the following in the Easement Area:
- a. Enhance the slope, trees, vegetation and natural habitat at no cost to the Grantor.
 - b. Enter upon the Easement Area at any time to enforce compliance with the terms of this Conservation Easement.
 - c. Take such other action as the City deems necessary or advisable in its sole discretion to enforce compliance with the terms of this Conservation Easement.
 - d. Install and maintain monuments or markers delineating the Easement Area.
4. Warranty of Title. The Grantor warrants that it is the owner of the Property as described above and has the right, title and capacity to convey to the City the Conservation Easement herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this instrument.

6. Binding Effect; Enforceability. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, and Grantor's heirs, successors and assigns. This Conservation Easement is enforceable by the City of Shakopee acting through its City Council.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2011.

GRANTORS

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ and _____, husband and wife, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
City of Shakopee
Director of Parks, Recreation & Natural Resources
1255 Fuller Street
Shakopee, MN 55379

CONSERVATION/SCENIC EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2016, by and between _____, a Minnesota _____, hereinafter referred to as "Grantor," and the CITY OF _____, a Minnesota municipal corporation, hereinafter referred to as "City";

WHEREAS, Grantor is the fee owner of land located in Hennepin County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, and said land hereinafter referred to as "the Property"; and,

WHEREAS, Grantor has marketable title to the Property, free and clear of all liens, mortgage, and encumbrances, except:

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a conservancy/scenic easement for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts thereon, over that portion of the Property as described in Exhibit B, hereinafter referred to as the "Easement Area, attached hereto;

NOW, THEREFORE, in consideration of the premises contained herein, it is agreed by the parties as follows:

1. Grantor hereby conveys to City and its successors and assigns a conservation and scenic easement in, under, on, and over the Easement Area and City hereby accepts such conveyance.
2. The following terms and conditions shall apply to the Easement Area:
 - A. The Easement Area shall be preserved predominantly in its natural condition. No trees, shrubs, or other vegetation shall be planted or removed from the Easement Area without the prior written consent of the City. The City will consider removal of noxious weeds, as defined by Minnesota Statutes Sections 18.76-18.88, upon submission and approval of a Vegetation Management Plan. No vegetation cutting, fertilizer application or placement of turfgrass, such as Kentucky bluegrass, shall occur within the Easement Area.
 - B. No building, road, sign, billboard, utility, or other structure shall be placed in the Easement Area without the prior written consent of City.
 - C. No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the City.

- D. No change in the general topography of the Easement Area landscape, including, but not limited, to excavation, dredging, movement, and removal or placement of soil, shall be allowed within the Easement Area without the prior written consent of the City.
3. With respect to the Easement Area, Grantor represents and warrants as follows:
- A. That Grantor has marketable title free and clear of all liens, encumbrances and mortgages.
 - B. That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Easement Area, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et. seq., or Minn. Stat., Sec. 115B.01, et. seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");
 - C. That Grantor has not allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Easement Area, any Hazardous Substances;
 - D. That no previous owner, operator or possessor of the easement area, deposited, stored, disposed of, placed, or otherwise allowed in or on the Easement Area any Hazardous Substances;

Grantor agrees to indemnify, defend and hold harmless City, against any and all loss, costs, damage and expense, including reasonable attorney's fees and costs that City incurs because of the breach of any of the above representations or warranties and/or resulting from or due to the inaccuracy or falsity of any representation or warranty herein.

4. Grantor agrees to permanently demarcate the location of the boundary of the conservation easement on each lot property line or corner with permanent four-foot tall posts. A 2 ½ by 6 inch sign or decal reading "Scenic/Conservation Easement Boundary, City of Eden Prairie", will be affixed to the top of the post.
5. Grantor agrees to maintain the Easement Area subject to the provisions stated herein.
6. The duration of this easement is perpetual and shall bind and inure to the benefit of the parties, their successors, and assigns.
7. Nothing contained herein shall impair any right of City now held or hereafter acquired to construct or maintain public utilities in or on the Easement Area.

8. Provisions of this Easement shall be binding upon and enforceable against the Property and the Grantor, their successors and assigns of the Property.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

GRANTOR

CITY OF _____

By

Its Acting Mayor

By

Its City Manager

STATE OF MINNESOTA)

)ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ and _____, respectively the Mayor and the City Manager of the City of _____, a Minnesota municipal corporation, on behalf of said corporation.

STATE OF MINNESOTA)

)ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____, a Minnesota _____, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

CONSERVATION OPEN SPACE EASEMENT

THIS EASEMENT AGREEMENT, made this 6th day of December, 2005, by and between M.W. Johnson Construction, Inc., a Minnesota corporation, hereinafter referred to as "Grantor," and the City of Mankato, hereinafter referred to as "Grantee";

WHEREAS, Grantor is the fee owner of land located in Blue Earth County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, and said land hereinafter referred to as "the Property"; and,

WHEREAS, Grantor has marketable title to the Property, free and clear of all liens, mortgages, and encumbrances; and

WHEREAS, Grantor has platted the Property into a subdivision entitled Wings Over White Oak Second Addition; and

WHEREAS, Grantor and Grantee wish to enter into an agreement which will grant to Grantee a conservation open space easement for conservation and preservation of terrain and vegetation, and to prohibit certain destructive acts thereon, over that portion of the Property as described in Exhibit B, attached hereto (the "Easement Area");

NOW, THEREFORE, in consideration of the premises contained herein, it is agreed by the parties as follows:

1. Grantor hereby grants to Grantee and its successors and assigns a conservation scenic easement in, under, on, and over the Easement Area, and Grantee hereby accepts such easement.
2. The following terms and conditions shall apply to the Easement Area:
 - A. The Easement Area shall be preserved in its natural condition. No trees, shrubs, or other vegetation shall be planted upon the Easement Area and no trees, shrubs, or other vegetation shall be removed from the easement area without the prior written consent of the Grantee, except that the Easement Area shall be kept free of noxious weeds.
 - B. The Grantee may, in the Grantee's sole discretion, direct the Grantor, its Successors and Assigns on

any particular lot, to remove any dead, or dangerous or diseased tree(s) from the Easement Area of that particular lot. The Grantor, its Successors and Assigns on any particular lot, shall be responsible for all costs and expenses to remove any dead, dangerous or diseased tree(s) from the Easement Area of that particular lot.

- C. No building, road, impervious surface, sign, billboard, fence, utility, or other man-made structure shall be placed in the Easement Area without the prior written consent of the Grantee.
- D. No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the Grantee.
- E. No change in the general topography of the Easement Area landscape, including, but not limited to excavation, dredging, movement, or removal of soil, shall be allowed without the prior written consent of the Grantee.
- F. The duration of the easement is perpetual.
- G. With respect to the Easement Area, Grantor represents and warrants as follows:
 - 1) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Easement Area, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. Sec. 9601, et. seq., or Minn. Stat., 115B.01, et. seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");
 - 2) That to the best of Grantor's knowledge, Grantor has not allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Easement Area, any Hazardous Substances;

- 3) That to the best of Grantor's knowledge, no previous owner, operator or possessor of the Easement Area, deposited, stored, disposed of, placed, or otherwise allowed in or on the Easement Area any Hazardous Substances;
3. Grantor agrees to indemnify and hold harmless Grantee, against any an all loss, costs, damage and expense, including reasonable attorneys' fees and costs, resulting from or due to the release or threatened release of Hazardous Substances which were, or have been used, employed, deposited, stored, disposed of, placed, or otherwise located or allowed to be located, in or on the Easement Area by Grantor, its employees, agents, contractors or representatives.
4. Grantor agrees to maintain the Easement Area subject to the provisions stated herein.
5. This easement shall bind and inure to the benefit of the parties, their successors, and assigns.
6. Nothing contained herein shall impair any right of Grantee now held or hereafter acquired to construct or maintain public utilities in, on, under, over, or through the Easement Area.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

Grantor

M.W. Johnson Construction, Inc.
A Minnesota Corporation

By: 

Its: V.P. Grand

Grantee

City of Mankato

By: 

Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this
16th day of December, 2005, by Trent Johnson, the VP Land
Development of M.W. Johnson Construction, Inc., on behalf of the
corporation.

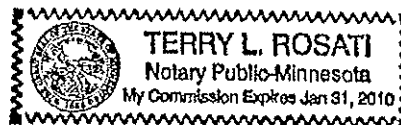
Melissa Langer
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this
9th day of December, 2005, by Patrick Hentges the
City Manager of the City of Mankato, a Minnesota
municipal corporation.

Terry L. Rosati
Notary Public



This instrument was drafted by:
Richard K. Hocking, P.A.
10657 165th St W
Lakeville MN 55044
(952)432-8129
Attorney ID. No. 45639

ITS Engineers & Architects

9/25/05

due

461CR332

CERTIFIED, FILED
AND/OR RECORDED ON
12/13/2005 03:02:42PM

BLUE EARTH COUNTY, MN
PATTY O'CONNOR
COUNTY RECORDER

DEPUTY

REC FEE: \$46.00
PAGES: 9

EXHIBIT A

Wings Over White Oak Second Addition, Blue Earth County,
Minnesota

EXHIBIT B

A tree conservation easement over and on, all that part of Lot 1 of Block 1, WINGS OVER WHITE OAK SECOND ADDITION, on file and of record with the County Recorder, City of Mankato, Blue Earth County, Minnesota, said easement described as follows:

Commencing at the northwest corner of Lot 1 of Block 1, WINGS OVER WHITE OAK SECOND ADDITION; thence North 89 degrees 02 minutes 51 seconds East, (bearing based on Wings Over White Oak Second Addition) on the north line of Lot 1 of Block 1, a distance of 25.00 feet; thence South 00 degrees 57 minutes 09 seconds East, 10.00 feet to the point of beginning; thence North 89 degrees 02 minutes 51 seconds East, 53.11 feet; thence South 03 degrees 48 minutes 48 seconds West, 195.95 feet; thence South 14 degrees 29 minutes 00 seconds West, 64.53 feet; thence North 05 degrees 58 minutes 08 seconds West, 73.17 feet; thence North 18 degrees 01 minutes 30 seconds East, 89.34 feet; thence North 17 degrees 22 minutes 31 seconds West, 43.25 feet; thence North 69 degrees 19 minutes 22 seconds West, 32.36 feet; thence North 00 degrees 57 minutes 09 seconds West, 46.69 feet to the point of beginning.

and

A tree conservation easement over and on, all that part of Lot 1 of Block 1, WINGS OVER WHITE OAK SECOND ADDITION, on file and of record with the County Recorder, City of Mankato, Blue Earth County, Minnesota, said easement described as follows:

Commencing at the northwest corner of Lot 1 of Block 1, WINGS OVER WHITE OAK SECOND ADDITION; thence North 89 degrees 02 minutes 51 seconds East, (bearing based on WINGS OVER WHITE OAK SECOND ADDITION) on the north line of Lot 1 of Block 1, a distance of 297.20 feet; thence South 03 degrees 48 minutes 48 seconds West, 10.03 feet to the point of beginning; thence North 89 degrees 02 minutes 51 seconds East, 143.34 feet; thence South 45 degrees 54 minutes 39 seconds West, 138.26 feet; thence South 34 degrees 42 minutes 46 seconds West, 97.66 feet; thence North 03 degrees 48 minutes 48 seconds East, 174.48 feet to the point of beginning.

and

A tree conservation easement over and on, all that part of Outlot E, WINGS OVER WHITE OAK SECOND ADDITION, on file and of record with the County Recorder, City of Mankato, Blue Earth

County, Minnesota, said easement described as follows:

Commencing at the northwest corner of Outlot E; thence North 89 degrees 02 minutes 51 seconds East (bearing based on WINGS OVER WHITE OAK SECOND ADDITION) on the north line of Outlot E, a distance of 25.00 feet to the point of beginning; thence continuing North 89 degrees 02 minutes 51 seconds East on said north line, a distance of 49.92 feet; thence South 86 degrees 00 minutes 03 seconds East on said north line, a distance of 10.29 feet; thence South 14 degrees 41 minutes 50 seconds West, 1.02 feet; thence South 07 degrees 09 minutes 03 seconds East, 49.94 feet; thence North 86 degrees 00 minutes 03 seconds West, 17.59 feet; thence South 89 degrees 02 minutes 51 seconds West, 47.76 feet; thence North 00 degrees 57 minutes 09 seconds West, 50.00 feet to the point of beginning.

and

A tree conservation easement over and on, all that part of Outlot E, and Lot 1 and Lot 2 of Block 6, WINGS OVER WHITE OAK SECOND ADDITION, on file and of record with the County Recorder, City of Mankato, Blue Earth County, Minnesota, said easement described as follows:

Commencing at the southeast corner of Lot 2 of Block 6; thence North 11 degrees 49 minutes 28 seconds West (bearing based on WINGS OVER WHITE OAK SECOND ADDITION) on the east line of Lot 2, a distance of 10.00 feet to the point of beginning; thence South 78 degrees 10 minutes 32 seconds West, 41.97 feet; thence southwesterly 8.03 feet on a 685.00 radius curve to the left, having a central angle of 00 degrees 40 minutes 17 seconds; thence North 11 degrees 49 minutes 28 seconds West, not tangent to previous curve, a distance of 92.28 feet; thence North 35 degrees 15 minutes 40 seconds West, 87.35 feet; thence North 65 degrees 51 minutes 53 seconds West, 89.42 feet; thence North 46 degrees 20 minutes 47 seconds West, 97.08 feet; thence North 38 degrees 16 minutes 58 seconds West, 187.12 feet; thence North 86 degrees 00 minutes 03 seconds West, 52.76 feet; thence North 07 degrees 09 minutes 03 seconds West, 50.06 feet; thence North 14 degrees 41 minutes 50 seconds East, 0.90 feet to the north line of Outlot E; thence South 86 degrees 00 minutes 03 seconds East on said north line, a distance of 84.38 feet; thence South 38 degrees 16 minutes 58 seconds East on said north line, a distance of 205.71 feet; thence South 46 degrees 20 minutes 47 seconds East on said north line, a distance of 84.96 feet; thence South 65 degrees 51 minutes 53 seconds East on said north line, a distance of 94.50 feet to the northeast corner of Lot 1

of Block 6; thence South 35 degrees 15 minutes 40 seconds East on the northeasterly line of Lot 1 and Lot 2, a distance of 111.40 feet; thence South 11 degrees 49 minutes 28 seconds East on the east line of Lot 2, a distance of 102.61 feet to the point of beginning.

and

A tree conservation easement over and on, all that part of Outlot E and Lot 1, Lot 2, and Lot 3 of Block 5, WINGS OVER WHITE OAK SECOND ADDITION, on file and of record with the County Recorder, City of Mankato, Blue Earth County, Minnesota, said easement described as follows:

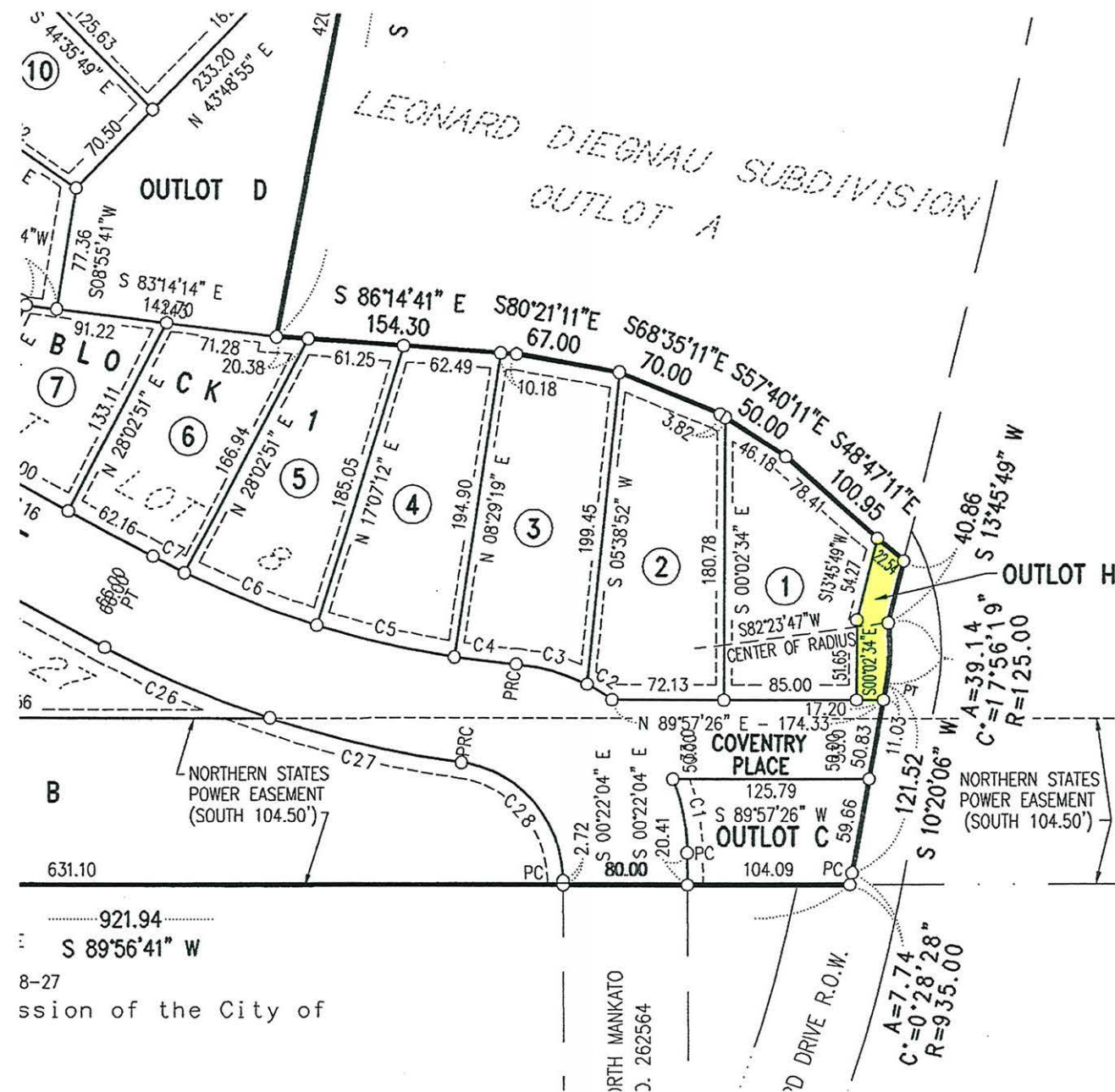
Commencing at the southwest corner of Lot 1 of Block 5; thence North 00 degrees 57 minutes 09 seconds West (bearing based on WINGS OVER WHITE OAK SECOND ADDITION) on the west line of Lot 1 of Block 5, a distance of 100.20 feet; thence South 87 degrees 21 minutes 02 seconds East, 25.05 feet to the point of beginning; thence North 00 degrees 57 minutes 09 seconds West, 138.43 feet; thence South 83 degrees 11 minutes 49 seconds East, 167.91 feet; thence South 53 degrees 35 minutes 16 seconds East, 77.20 feet; thence South 59 degrees 13 minutes 16 seconds West, 93.51 feet; thence southwesterly 97.52 feet on a 195.00 foot radius curve to the right, having a central angle of 28 degrees 39 minutes 17 seconds; thence North 87 degrees 21 minutes 02 seconds West, not tangent to previous curve, a distance of 53.72 feet to the point of beginning.

and

A tree conservation easement over and on, all that part of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 7 of Block 4, and Outlot F, Outlot G, and Outlot H, WINGS OVER WHITE OAK SECOND ADDITION, on file and of record with the County Recorder, City of Mankato, Blue Earth County, Minnesota, said easement described as follows:

Commencing at the southwest corner Outlot G; thence North 89 degrees 59 minutes 04 seconds East (bearing based on WINGS OVER WHITE OAK SECOND ADDITION) on the south line of Outlot G, a distance of 25.00 feet to the point of beginning; thence North 00 degrees 57 minutes 09 seconds West, 352.35 feet; thence North 85 degrees 08 minutes 04 seconds East, 55.16 feet; thence northeasterly 226.26 feet, not tangent to previous line, on a 445.00 foot radius curve to the left, having a central angle of 29 degrees 07 minutes 54 seconds, and a 223.83 foot chord that

bears North 73 degrees 47 minutes 13 seconds East; thence North 59 degrees 13 minutes 16 seconds East, 96.28 feet; thence northeasterly 191.21 feet on a 525.00 foot radius curve to the right, having a central angle of 20 degrees 52 minutes 03 seconds; thence North 44 degrees 24 minutes 24 seconds East, not tangent to previous curve, 46.12 feet; thence North 27 degrees 37 minutes 15 seconds East, a distance of 69.06 feet to the west line of Lot 6 of Block 4; thence South 11 degrees 49 minutes 28 seconds East on said west line, a distance of 39.35 feet to the northeast corner of Lot 7 of Block 4; thence South 85 degrees 38 minutes 26 seconds East on north line of Lot 7, a distance of 27.21 feet; thence South 27 degrees 37 minutes 15 seconds West, 199.10 feet; thence South 78 degrees 33 minutes 23 seconds West, 89.53 feet; thence South 54 degrees 37 minutes 19 seconds West, 103.33 feet; thence South 12 degrees 43 minutes 00 seconds West, 69.72 feet; thence South 47 degrees 41 minutes 17 seconds West, 30.62 feet; thence South 00 degrees 00 minutes 56 seconds East, 170.71 feet; thence North 89 degrees 59 minutes 04 seconds East, 321.41 feet to the west line of Outlot I; thence South 00 degrees 00 minutes 56 seconds East on said west line, a distance of 75.00 feet to the south line of Outlot H; thence South 89 degrees 59 minutes 04 seconds West on the south line of Outlot G and Outlot H, a distance of 521.31 feet to the point of beginning.



State of Minnesota)
County of Nicollet)^{ss}

On this the ____ day of _____
personally appeared Paul R. Seykora an
named in the foregoing instrument and

SURVEY

I, Bradley C. Evans, Licensed Land Sur
surveyed and platted the property desc
representation of the survey; that all
foot; that all monuments have been cor
are correctly designated on the plat;
public highways to be designated other

On this the ____ day of _____
appeared Bradley C. Evans, and being di

COL

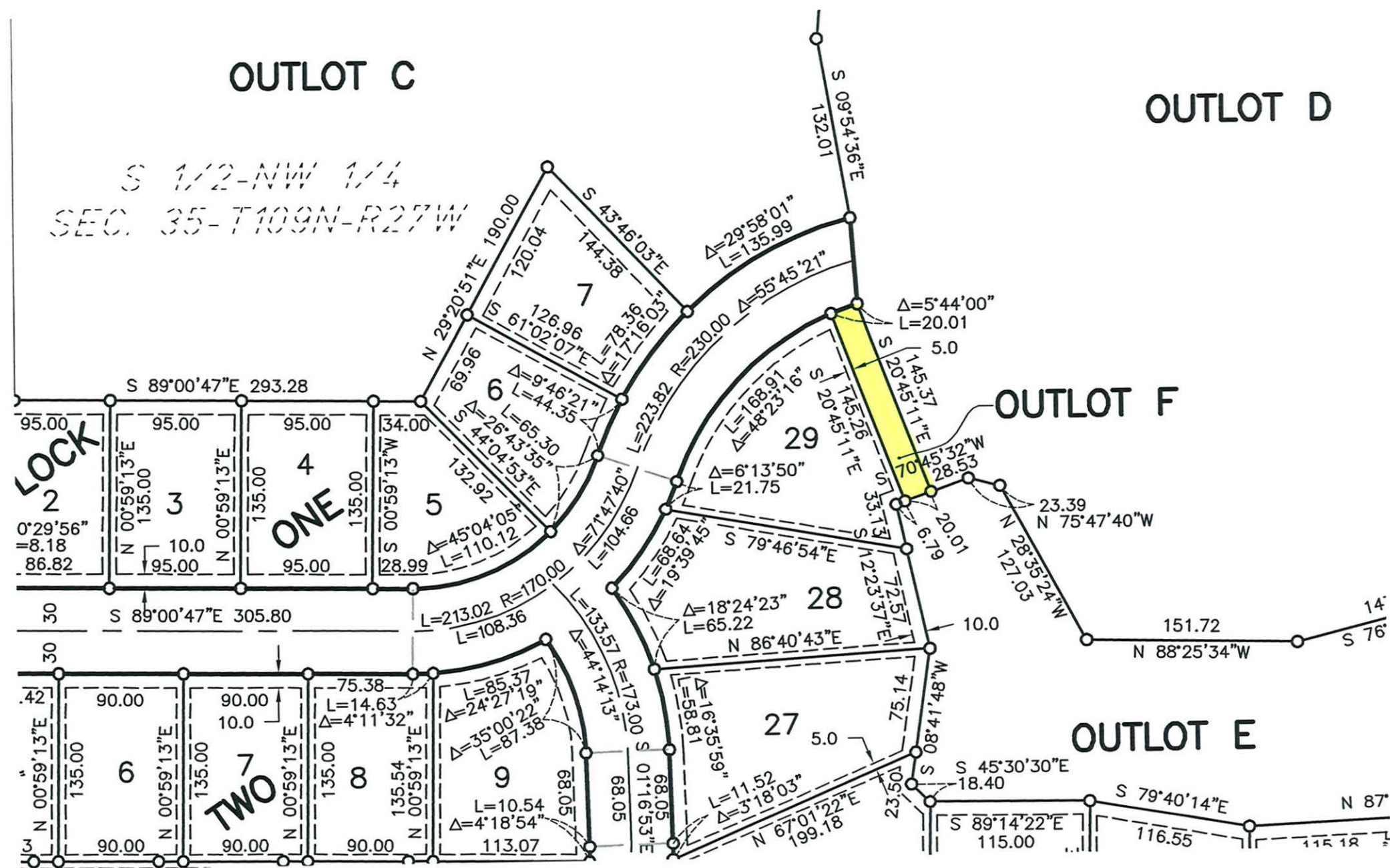
I hereby certify that there are no deli
transfer has been entered on the land d

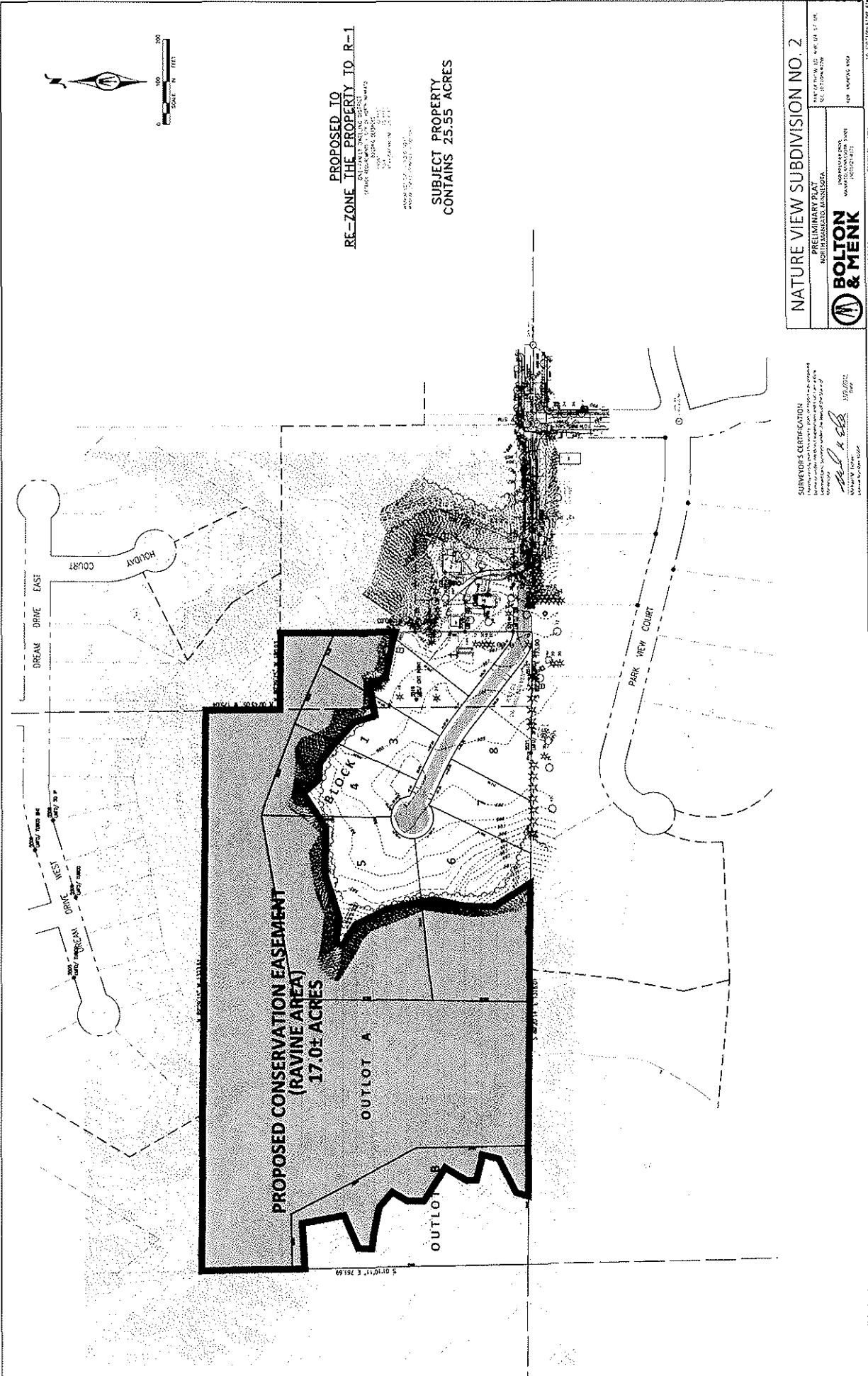
COUN

S 1/2-NW 1/4
SEC. 35-T109N-R27W

OUTLOT F

OUTLOT E





(B) *Ravine dedication.* The subdivider shall dedicate to the city that portion of all hillsides, ravines and slopes of bluff lands below the ravine breakline as determined by the Building Official or record an easement approved by the City for the conservation and preservation of the terrain and vegetation.

**Property & Public
Services Department****PROPERTY ASSESSMENT**

Serving Citizens Since 1853

Lorna Sandvik, Assessor

"Providing efficient services with innovation and accountability."

December 26, 2017

Mike Fischer, Community Development Director
City of North Mankato
1001 Belgrade Ave.
North Mankato, MN 56003

Re: Ravine Lot Values

Dear Mike:

In response to your inquiry regarding current assessment practices for valuing ravine lots in North Mankato, most ravine lots are valued based on their size. Land area is considered a "ravine lot" if it is part of or adjacent to a ravine (no matter who owns the ravine). Under current valuation methods, land area that is all "top ground" adjacent to a ravine owned by the city is valued at the same rate as land area that extends into a privately owned ravine.

For example:

- Owner A owns a 15,000 sf lot that is all "top ground" adjacent to a ravine owned by the city.
- Owner B owns a 15,000 sf lot that is partially "top ground" and partially ravine area that he owns.

Assuming both lots were located in similar neighborhoods, both lots would have the same assessed value.

If you have additional questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads 'Lorna Sandvik'.

Lorna Sandvik
Nicollet County Assessor

Michael Fischer

From: Lorna Sandvik <Lorna.Sandvik@co.nicollet.mn.us>
Sent: Monday, January 08, 2018 12:19 PM
To: Michael Fischer
Subject: RE: Ravine Property

Hi Mike,

Yes—due to the lot size (60,000 sf as opposed to 15,000 sf) Owner C's lot would be valued higher than Owner A or Owner B. Most ravine lots are valued based on the total land area owned regardless of the topography (assuming the lot has adequate building space). Does that clarify?

Lorna Sandvik

Nicollet County Assessor
501 S. Minnesota Ave.
St. Peter, MN 56082
507-934-7067

From: Michael Fischer [mailto:michaelf@northmankato.com]
Sent: Monday, January 08, 2018 11:49 AM
To: Lorna Sandvik
Subject: RE: Ravine Property

Thanks Lorna,

Question:

If Owner "C" owns a 60,000 sq.ft. lot that has 15,000 sq.ft. of top ground and the rest is ravine, would this lot not be valued more than both owner "A" and "B"?

Thanks,

Mike Fischer
Community Development Director
City of North Mankato
1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141
michaelf@northmankato.com

From: Lorna Sandvik [mailto:Lorna.Sandvik@co.nicollet.mn.us]
Sent: Tuesday, December 26, 2017 8:22 AM
To: Michael Fischer <michaelf@northmankato.com>
Subject: RE: Ravine Property

Hi Mike,
See attached. If you have additional questions, let me know.

RESOLUTION NO.

RESOLUTION REGARDING WILDLIFE MANAGEMENT

WHEREAS, the North Mankato City Council has received request from a resident to perform a deer hunt; and

WHEREAS, the number of deer/vehicle incidents in the past 2.5 years is eight with four occurring on Judson Bottom Road; and

WHEREAS, the North Mankato City Council, to accommodate citizen request, adopted an Ordinance banning the active feeding of deer to reduce attracting them; and

WHEREAS, Parks Department Personnel and Greenway Conservation Advisory Committee members inspected the understory in parts of the City of North Mankato and determined it was in good condition; and

WHEREAS, Parks Department Personnel and Greenway Conservation Advisory Committee members inspected erosion in several ravines and concluded the primary cause of erosion occurred because of rainfall and was not caused by deer; and

WHEREAS, the risk of Chronic Wasting disease was reviewed and it was determined it is not found in South Central Minnesota; and

WHEREAS, the Minnesota Department of Health reported North Mankato is in a low-risk area for tick-borne disease.

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

1. A deer hunt will not be considered at this time.
2. The Parks Department and Greenway Conservation Advisory Committee in consultation with the DNR will monitor the deer population.

Adopted by the City Council this 5th day of March 2018.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10C	Department: Finance	Council Meeting Date: 3/5/18																											
TITLE OF ISSUE: Receive Update on Automatic Read Meters.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: On January 2, 2018, Finance Director McCann presented preliminary information on automatic meter reads. Tonight, Bolton & Menk's Engineer Herman Dharmaraja will provide additional information on Automatic Read Meters and propose a survey to gather citizen feedback.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Receive Update on Automatic Read Meters and Authorize City Staff to use a Survey to Gather Citizen Responses.																													
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>PowerPoint Presentation</u> _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																												
_____	_____	Freyberg																											
_____	_____	Whitlock																											
_____	_____	Steiner																											
_____	_____	Norland																											
_____	_____	Dehen																											
Resolution	Ordinance	Contract	Minutes	Map																									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
<table style="border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Special Meeting</td> </tr> </table>	<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting	<table style="border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table>	<input type="checkbox"/>	Refer to: _____	<input type="checkbox"/>	Table until: _____	<input type="checkbox"/>	Other: _____																
<input type="checkbox"/>	Workshop																												
<input checked="" type="checkbox"/>	Regular Meeting																												
<input type="checkbox"/>	Special Meeting																												
<input type="checkbox"/>	Refer to: _____																												
<input type="checkbox"/>	Table until: _____																												
<input type="checkbox"/>	Other: _____																												



Real People. Real Solutions.

Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI)

City of North Mankato, Minnesota

City Council Meeting

March 5, 2018

North Mankato Billing Info

- Approximately 5285 customers billed monthly
- About 25% submit meter reading online
- About 20% pay late fee of \$3 monthly for not submitting meter reading on time



What is Advanced Metering Infrastructure (AMI)?

- AMI is a technology of automatically collecting consumption, diagnostic, and status data from a water meter and transferring that data to a central database for billing, troubleshooting, and analyzing
- Automated Meter Reading (AMR) is a component of AMI



Historical Information

- Automated Meter Reading was first tested approximately 48 years ago by AT&T in cooperation with a group of utilities and Westinghouse
- At that time, the \$2.00 per meter cost was four times the monthly cost of a person to read a meter at \$0.50 cents per meter, so was considered economically unfeasible
- Today, many communities throughout the United States have already proceeded with the acquisition and implementation of the AMI Technology for their water system
- AMI Technology has a proven and well established track record



Advanced Metering Infrastructure (AMI)

- Solving tomorrow's problems with today's technology
 - Utilities today are being challenged with maintaining and managing an efficient water system in the face of
 - Declining revenues
 - Increased operating costs
 - Infrastructure improvement needs



Current Problems

- Prolonged leak detection
- Tamper detection
- Possibility of inaccurate meter readings
- Resolving billing issues
- Revenue loss due to inaccurate meters



Features/Benefits of AMI

- Fast and efficient data collection
- More accurate and precise measurement of water consumption. Consumers will be billed for what they are actually consuming.
- Low ongoing maintenance costs



Features/Benefits of AMI/AMR

- Promotes efficient operations and conservation
- Ability to be retrofitted on meters
- Increased revenue due to replacement of older meters



Features/Benefits of AMI/AMR

- Leak detection capabilities – Meters monitor water consumption 24 hours a day and notify the City and Owner if water has been running continuously
- This will assist the citizens in identifying leaks in a more timely manner thereby reducing the amount of money they are ultimately charged on their bills as a result of a leak



Neptune r900(i) SYSTEM

Encoder Registers and RF Endpoints

E-Coder®SR900i™



ProRead™ and Third-Party Encoder



E-Coder® Solid State Absolute Encoder



Supports Third-Party Sensors



R900i Wall and PIR RF M2M



Cello Cellular Data Logger



Field Data Collection Hardware

R900i Walk-by AMR



R900i Mobile AMR



R900i Fixed Network AMR



System Management Software

NGO™ App



Intelligent Data and Analytics System

N_SIGHT™ IQ



Billing/CIS System

Billing/CIS System



Intelligent Data and Analytics System

Neptune's Connected Utility Partnership Program™



Leveraging and Preserving Your Existing 8000+ Neptune Meters, Handhelds and Software Integration

Consumer Engagement Software



- Optional customer service tool available to all users
- Promotes efficiency and conservation
- Displays consumption reads hourly, daily or monthly or in seven-day graphic intervals

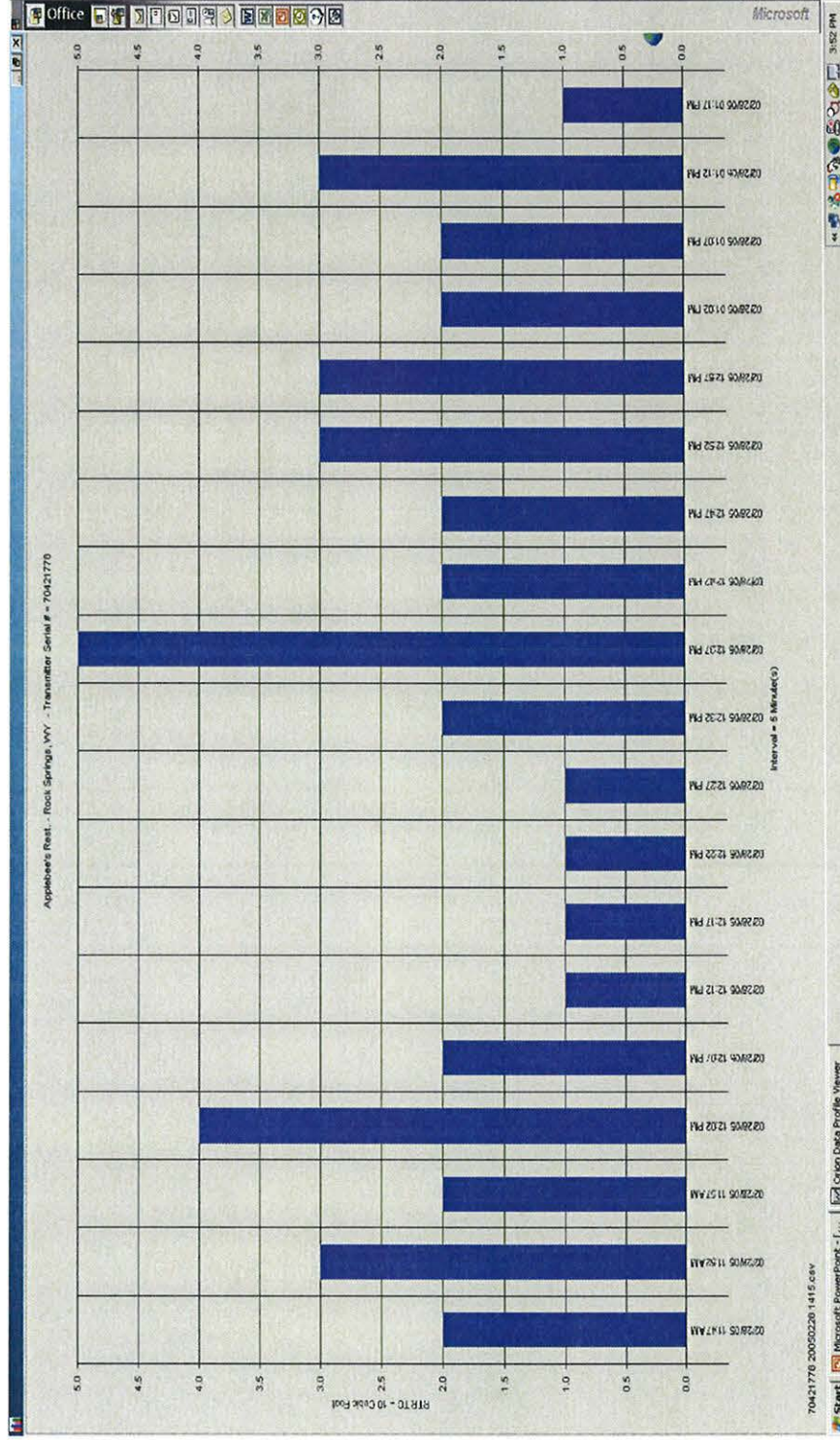


Features/Benefits of AMR

- Short payback period per Opportunity Analysis
- Improved call resolution with in-depth data profiling capabilities for each account
- Minimized needs to access customer's property to read meters
- Transmitters, batteries and Encoder Register are covered by a 20 year prorated warranty



Date Profile Viewer - Bar Graph



Primary Reasons Other Utility Providers Implement AMI/AMR

- Inaccurate meters
- Transition from a bi-monthly to monthly reads
- Reduce personnel and operational costs
- Eliminate manual reads
- Features and benefits:
 - Leak detection
 - Data profiling
 - In-home monitoring display



Conclusions

1. Improved Operational Efficiency
 - Automated billing data collection
 - Reduced expenses and overhead
 - Virtual disconnect
2. Enhanced Customer Service
 - Daily and hourly consumption
 - Faster complaint reconciliation
 - Reconciliation process avoidance
 - Accelerated customer payment
 - Increased customer confidence



Conclusions

3. Distribution System Management
 - Single and compound meter right sizing
 - Reverse flow detection alarm
 - System integrity monitoring
 - Empirical data for hydraulic load modeling
4. Conservation Program Support
 - Measure and manage program effectiveness
 - Metered leak detection
5. Enhanced Financial Performance
 - Tamper reporting and consumption monitoring
 - Suspicious pattern detection



Next Steps

- Survey North Mankato Residents
 - North Mankato Website
 - Survey with Monthly Bill



Survey

The City of North Mankato's water meters are currently manually read every month by our residents and business owners. At various times residents have inquired about why the City does not have automatically read or radio-read water meters. The automatically read water meters would eliminate the need for residents and business owners to read the meters manually every month. The following are advantages to converting to automatically read water meters.

- **Never have to read your water meter.** Reading would be transmitted each month automatically when triggered or collected by the billing account technician.
- **No "Late Reading" fees.** The automatically transmitted readings each month would eliminate the current due date for when readings need to be reported.
- **Early leak detection.** Transitioning to automatic read water meters includes the capability of receiving warnings/alerts when a leak or excessive usage is detected. This can lower the amount of water used as a result of a running toilet because the problem was caught sooner.
- **Ability to check your water usage by phone.** Some companies have an app that can be downloaded to your smartphone that you could check your water usage while away from home.



Survey Questions

1. Would you be willing to pay for these features?

☐ Yes

☐ No

2. If yes, what would you pay a month for these

features?

☐ \$1 - \$3

☐ \$3 - \$5

☐ \$5 - \$7



CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10D	Department: Finance	Council Meeting Date: 3/5/18																												
TITLE OF ISSUE: 2019-2028 CIP Planning Discussion.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: City staff will review identified CIP projects so the Council can provide direction for the 2019-2028 CIP.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Discuss Bluff Park Trail.																														
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Dehen	<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Memo</u> _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																													
_____	_____	Norland																												
_____	_____	Freyberg																												
_____	_____	Whitlock																												
_____	_____	Steiner																												
_____	_____	Dehen																												
Resolution	Ordinance	Contract	Minutes	Map																										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Special Meeting</td> </tr> </table>	<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table>		<input type="checkbox"/>	Refer to: _____	<input type="checkbox"/>	Table until: _____	<input type="checkbox"/>	Other: _____																			
<input type="checkbox"/> Workshop																														
<input checked="" type="checkbox"/> Regular Meeting																														
<input type="checkbox"/> Special Meeting																														
<input type="checkbox"/>	Refer to: _____																													
<input type="checkbox"/>	Table until: _____																													
<input type="checkbox"/>	Other: _____																													



City of North Mankato, Minnesota

To: John Harrenstein, City Administrator
From: Kevin McCann, Finance Director
Date: March 1, 2018
Re: 2019-2028 CIP Planning Discussion

Overview

This memo is a continuation of the ongoing 2019-2028 CIP Planning Process. With the last council meeting being the first CIP project discussion, we will continue to spend time at each council meeting on a brief presentation of currently identified CIP projects so the council can give direction for the 2019-2028 CIP. The goal is to have additional discussion regarding projects identified on the CIP, but may have received little discussion in the past. As we discuss projects, focus will be on projects that have been identified, but have not been identified for available funding.

Bluff Park Trail

Bluff Park Trail would reestablish the trail from Mary Lane to Lake Street.. There is an existing trail that is partially covered by debris and vegetation. The Bluff Park Trail would follow this same route. Finishing this trail was identified as one of the top projects during the North Kato Ideas Questionnaire. In addition, walkers, runners, and bikers would utilize the trail to move between Upper & Lower North Mankato and between Bluff Park and Spring Lake Park.

NORTH KATO IDEAS QUESTIONNAIRE

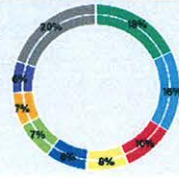
A questionnaire was sent to citizens asking them to rank various projects associated with parks and recreation. We provided a list of sixteen project ideas and participants ranked the top seven projects by level of importance. Additionally participants were asked to share their project ideas. We examined feedback in two different ways to determine what is most important as we move forward with city projects.

910 Responses
21% Return Rate
180 Ideas

The following 10 projects were consistently considered most popular by total votes:

- Upgrade Spring Lake Park Swim Facility
- Construct restrooms in Spring Lake Park
- Re-establish trail from Bluff Park to Spring Lake Park
- Build a covered shelter and restroom in Benson Park
- Expand the Taylor Library
- Build aquatic facility at Caswell Park
- Improve pedestrian safety on Lookout Drive
- Pedestrian Improvements along Belgrade Ave
- Improve outdoor hockey rink and warming house at Spring Lake Park
- Build ice arena at Caswell Park

RANKED #1
One way of examining the priorities of citizens based on the feedback received on the questionnaire is to rank projects by the number of times a project was selected as #1 (Most Important).

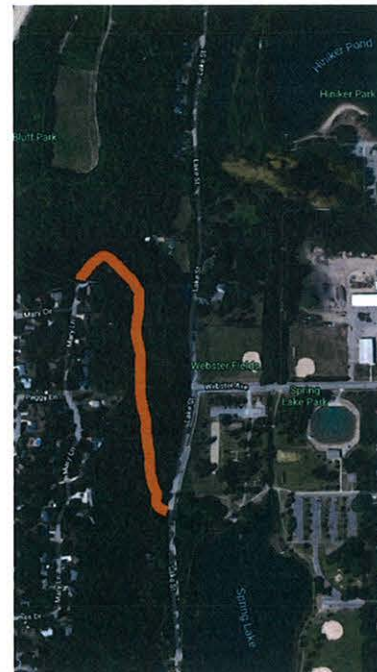


- Build ice arena at Caswell Park
- Build aquatic facility at Caswell Park
- Build a covered shelter & restroom in Benson Park
- Construct restrooms in Spring Lake Park
- Upgrade Spring Lake Swim Facility
- Improve pedestrian safety on Lookout Drive
- Re-establish trail from Bluff Park to Spring Lake Park
- Expand the Taylor Library
- All Other Projects



MOST # OF VOTES
Another way to compare the responses is by ranking projects by the number of times they were selected as a priority regardless if it was ranked #1, 2, 3, 4, 5, 6, or 7.

NM City of Minnesota
NORTH MANKATO



Scope of Work

The project involves a lot of site work, retaining walls, storm water diversion, and lighting. The lighting is a large portion of the cost estimate (80K) and depending on the community's preferences may or may not be pursued.

Project Estimates

- Bluff Park Trail ----- \$ 215,710

Consideration

Although this project is small in scope of debt financing, it is large in terms of the \$350,000 of general fund park improvement funding set aside in the yearly budget. The project would need to be completed in conjunction with another debt financed project or be financed with yearly set asides in the parks budget. Staff will also examine state and federal funding sources for consideration.

Since this project does not currently have any funding source identified, the project is currently at the end of the 2018-2027 CIP. Staff recommends this project remain on the CIP, to be considered for completion within the 10 year CIP funding time frame.