

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on May 7, 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 Whitlock, Steiner, Norland, and Freyberg, City Administrator Harrenstein, Finance Director McCann, Attorney Kennedy, Community Development Director Fischer, City Engineer Sarff, and City Clerk Van Genderen.

Approval of Agenda

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

Approval of Council Meeting Minutes

Council Member Norland moved, seconded by Council Member Freyberg, to approve the minutes of the Council meeting of April 16, 2018. Vote on the motion: Whitlock, Norland, Freyberg, and Dehen aye; Steiner abstain; no nays. Motion carried.

Mayor Dehen read the following Proclamation into record:

PROCLAMATION

WHEREAS, biking to work, to school, to a store, to a park, on our trails or around the neighborhood provides many benefits including better health and fitness, reduced health care and transportation costs and a cleaner environment; and

WHEREAS, May is bike month in Minnesota and the United States of America; and the cities of Mankato and North Mankato join in recognition; and

WHEREAS, Greater Mankato Bike and Walk Advocates are organizing rides and events to celebrate Bike Month and work to encourage residents to ride their bikes not only during Bike Month but also throughout the year; and

WHEREAS, Mankato and North Mankato make bicycling easier as a form of recreation and transportation through bike lanes and routes, bike repair stations, bike racks, and wayfinding.

NOW, THEREFORE, We, Eric Anderson, Mayor of Mankato, and Mark Dehen, Mayor of North Mankato, do hereby proclaim May 2018 as

MANKATO AND NORTH MANKATO BIKE MONTH

in Mankato and North Mankato, Minnesota.

Public Hearing, 7 p.m. Proposed Assessment for Project NO. 17-05 ABCDEF, Jefferson Avenue Street & Utility Improvement.

City Engineer Sarff reported the project included the replacement of the existing water and sewer mains, reconstruction of the street and the addition of a stormwater system. Residents can have plumbers inspect their water and sewer mains and if they need to be replaced may add that cost to the assessment roll. City Engineer Sarff indicated the project includes replacement of the 5 feet wide sidewalk. Unfortunately, 24 boulevard trees will need to be removed, and residents may call City Hall to determine which trees will be removed. City Engineer Sarff reported the City's Assessment Policy allows the assessment of the improvement to the property owners. The calculated assessments range from \$6,300 to \$11,500. The City has proposed an assessment cap of \$6,000 for a total assessment to property owners of \$114,000 or 25% of the project cost. Following completion of the project, the assessments will be certified to the County of Nicollet for 15 years at 4% interest. Residents have two options for payment. They may prepay the assessment and not pay interest or pay over the 15 years; residents may always pay off the assessment. City Engineer Sarff stated the contractor has estimated a start date in the middle of June with completion in August. He noted there might be times the street will not be accessible.

Nancy Goodwin, 923 Range Street, appeared before Council and indicated it appeared some work had begun. City Engineer Sarff reported the gas company was doing some work in preparation, but they are not part of the City contract. Ms. Goodwin noted that Maker Space of Mankato was interested in obtaining the trees that were being cut down to use in woodworking projects. City Engineer Sarff indicated the City would be interested in working with Maker Space.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 48.18 Approving Donations/Contributions/Grants.
- C. Approved Seasonal Extension of Patio Premise for the Circle Inn and 232 Belgrade Avenue, from May to October 2018.
- D. Approved Audio Permit for a Fishing Opener Party at the Circle Inn on May 12, 2018, from 6:00 p.m. to 10:00 p.m.
- E. Approved Park and Audio Permit for Tribute to the Troops on May 19, 2018, from 11:00 a.m. until 3:00 p.m. in Spring Lake Park.
- F. Approved Parade Permit for Mankato Brewery's Mankato Beer Run 5K & .05K Run/Walk on September 22, 2018, from 10:00 a.m. to 12:00 p.m.
- G. Approved Audio Permit for Mankato Brewery's Mankato Beer Run 5K & .05K on September 22, 2018, from 9:00 a.m. to 12:00 p.m. at 1119 Center Street.
- H. Approved License Agreement with Nature View Subdivision, LLC.
- I. Authorized City Administrator to Execute Development Agreement with Dan Wingert.

Council Member Steiner requested clarification on Item #9H Consider Approval of License Agreement with Nature View Subdivision, LLC. Community Development Director Fischer reported that during the platting process and the relocation of Marie Lane a piece of the right of way was turned into an outlot. The developer would like to place a monument sign on the property, and the developer will maintain the property. City Administrator Harrenstein reported the City would have design approval for the monument and the agreement automatically renews every year and if the property is not taken care of the City can act. Attorney Kennedy reported the agreement enforces the use of the property.

Mayor Dehen thanked all of the donors who donated to the library.

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

Public Comments Concerning Business Items on the Agenda

Phil Henry, 1300 Noretta Drive, appeared before Council and thanked Council for addressing the cats in Agenda Item 11D.

Business Items

Res. No. 44-18 Adopting Assessment for Project NO. 17-05 ABCDEF Jefferson Avenue Reconstruction Project.

Council Member Freyberg moved, seconded by Council Member Norland to Adopt Res. No. 44-18 Adopting Assessment for Project NO. 17-05 ABCDEF Jefferson Avenue Reconstruction Project. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.

Res. No. 45-18 Accepting Bid for Project No. 17-05 ABCDEF Jefferson Avenue Reconstruction Project.

Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 45-18 Accepting Bid for Project No. 17-05 ABCDEF Jefferson Avenue Reconstruction Project. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.

Res. No. 46-18 Accepting Bid Project No. 18-03 DE 2018 Street Improvement Project.

City Administrator Harrenstein reviewed the work included in the 2018 Street Improvement Project which included Raymond Drive, Leona Drive, Spring Lake Park Hockey Rink Parking Lot, and the basketball courts at Wheeler Park, Tower Boulevard, and Howard Drive. He reported after the street crews complete patching, the City would provide an overview of the roads that will be seal coated by City crews. **Council Member Norland moved, seconded by Council Member Steiner to Adopt Res. No. 46-18 Accepting Bid Project No. 18-03 DE 2018 Street Improvement Project. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.**

Res. No. 47-18 A Resolution of the North Mankato City Council in the Matter of a Continuous Nuisance Located at 1201 Lor Ray Drive North Mankato on Property Owned and/or Controlled by Rayleen Kay Martinez.

Attorney Kennedy reported the owner was charged twice with criminal complaints and she has paid the fine and not removed the excess number of cats. The problem continues, and the City requests passage of the resolution which allows the City to remove the cats if she does not remove the excess number of cats within 20 days. **Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 47-18 A Resolution of the North Mankato City Council in the Matter of a Continuous Nuisance Located at 1201 Lor Ray Drive North Mankato on Property Owned and/or Controlled by Rayleen Kay Martinez. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.**

Review 2019 Budget & Proposed 2019-2028 CIP Schedule.

Finance Director McCann reported the Sanitary sewer system is critical to the City's operations and staff has identified wastewater projects for consideration including:

- Forecements and lift station upgrades on Carol Court and Marvin Boulevard
- Sewer lining on Carol Court, Allan Ave., Valerie Lane, and Marvin Boulevard

The total expenditure for the work is estimated at \$795,000, but the projects can be phased and the project totals kept under \$175,000 if completed separately. Council Member Norland requested clarification on if there were current problems in the area. City Administrator Harrenstein reported when there are substantial rainfalls the Marvin lift station cannot keep up. City Engineer noted that if the City phases the work correctly updating the Carol Court lift station may eliminate the problem. City Administrator Harrenstein noted that with the rate increase the projects could fit into the five-year plan.

Consider 4D Tax Classification Pilot Initiative.

The 4D Tax Classification Pilot Initiative was originally on the North Mankato Port Authority Agenda that was held earlier in the evening, but due to limited time the item was added to the City Council Agenda. City Administrator Harrenstein reported the program is a tax rate classification program that may apply to certain residences that are rented and termed natural occurring affordable housing. He stated with the continued discussion about workforce housing and making rent affordable this program assists in maintaining affordable rents. The program allows owners to obtain a tax rate to reduce property tax liability with the goal of preserving naturally occurring affordable rental housing. Landlords would be eligible for the tax classification if they agree to keep some of their units affordable to people with lower incomes. The program serves people who have incomes at or below 60% of the Area Median Income. Finance Director McCann noted the rate would be set with the assessor and would lower the tax rate on the property. North Mankato has determined the minimum number that can be rated would be four units. Finance Director McCann stated an example would be a four plex valued at \$700,000, the property pays approximately \$12,000 in taxes; if the property were in the program taxes would decrease by \$1200 or 10% for the owner. City Administrator Harrenstein stated City Staff would be prepared to come back with additional information and on the fiscal impact. City Council Member Freyberg invited Port Authority President Dave Arnold to the podium for his perspective. President Arnold stated this would be a way for the City to help provide affordable housing and he would be interested in learning more about the program. Council Member Norland requested clarification on if the school district would also lose tax funds. City Administrator Harrenstein noted there were various incentive programs that impact the County and the school district; this program would be an exchange for affordable housing for students and staff. Council Member Norland stated she would be interested in additional information. Mayor Dehen requested staff reach out to eligible property owners to see if they were interested. If they are not then staff does not need to proceed. City Administrator Harrenstein indicated City Staff would prepare additional information.

Open Forum

Lucy Lowry, 2263 Northridge Drive, appeared before Council and spoke about the development agreement with Dan Wingert requesting clarification on the City's obligation. City Administrator Harrenstein reported the city's obligation was to reimburse the developer the difference between the price paid to Nicollet County for the lots and what the developer believes is the actual value of the tax forfeited property. Mayor Dehen indicated the purpose of the agreement was to help the developer get the properties on the tax rolls which will generate more taxes.

Barb Church, 102 Wheeler Avenue, appeared before Council and reported a typo on Exhibit A of the Development Agreement. Ms. Church requested clarification on if the 4D Tax Classification would reduce the rent. Ms. Church commented on the water meter survey indicating she did not believe renters should be able to complete a survey.

Phil Henry, 1300 Noretta Drive, appeared before Council and thanked Mayor Dehen for the proposed 4D Tax Classification because it benefited homeowners, not businesses.

City Administrator and Staff Comments

City Administrator Harrenstein thanked Caswell Sports Director Tostenson and Amber Hauschen for the first Mud Lake 5K which had over 60 runners.

City Administrator Harrenstein thanked volunteer Rick Oglesby for his continued efforts to keep the City beautiful by picking up garbage. He also thanked all the individuals who donated swim passes.

City Administrator Harrenstein stated the junk pickup went well and street crews were now starting on patching.

Finance Director McCann reported the auditors were here this week and staff would be moving to the budget.

Mayor and Council Comments

Council Member Norland stated she would like to instate a North Mankato Nice recognition process where the public could nominate individuals to City Administrator Harrenstein for public recognition of their service. Council Member Norland thanked Dave and Dennis Longhenry who snow blowed their driveway following the last storm.

Council Member Whitlock thanked Joel Mosky for taking care of the snow on his property this year. He truly appreciated the help.

Mayor Dehen read a thank you from Howard Vetter's family for the flower arrangement given by the City.

Mayor Dehen reported the Centennial Park fountain was turquoise for the American Lung Association.

Mayor Dehen thanked those that ran and participated in the Mud Lake 5K.

Mayor Dehen welcomed Vero's Tacos to the City of North Mankato.

Council Member Norland moved, seconded by Council Member Steiner to adjourn to closed session for the City Administrator's evaluation. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.

At 9:15 p.m. Mayor Dehen announced the City Council completed the evaluation and approved a 3% raise for City Administrator Harrenstein in 2018-2019.

City Clerk

Mayor



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 5-21-18

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00416	1st LINE/LEEWES VENTURES LLC	05/21/2018	Regular	0	642.60	89185
00009	A-1 KEY CITY LOCKSMITHS, INC	05/21/2018	Regular	0	161.00	89186
02793	ALEX PRO FIREARMS, LLC	05/21/2018	Regular	0	3,600.00	89187
00113	BAKER & TAYLOR	05/21/2018	Regular	0	44.73	89188
00145	BETTER HOUSEKEEPING VACUUMS, INC.	05/21/2018	Regular	0	29.95	89189
00175	BOOKPAGE	05/21/2018	Regular	0	528.00	89190
02745	BRIGGS AND MORGAN	05/21/2018	Regular	0	3,400.00	89191
02757	CINTAS	05/21/2018	Regular	0	241.72	89192
00255	CITY OF MANKATO	05/21/2018	Regular	0	6,980.61	89193
00255	CITY OF MANKATO	05/21/2018	Regular	0	339.99	89194
00386	EMERGENCY APPARATUS MAINTENANCE, INC	05/21/2018	Regular	0	4,764.57	89195
00401	EXPRESS SERVICES, INC.	05/21/2018	Regular	0	1,151.66	89196
00404	FASTENAL COMPANY	05/21/2018	Regular	0	154.60	89197
00432	FLEETPRIDE	05/21/2018	Regular	0	3.80	89198
02794	FRANK E. NUTE CPA, LLC	05/21/2018	Regular	0	2,325.00	89199
00447	FREE PRESS	05/21/2018	Regular	0	1,277.04	89200
02795	GAG SHEET METAL, INC	05/21/2018	Regular	0	170.00	89201
00506	GREATER MANKATO GROWTH, INC.	05/21/2018	Regular	0	750.00	89202
00508	GREEN TECH RECYCLING, LLC	05/21/2018	Regular	0	13,868.20	89203
02778	HIM & HER DESIGN LLC	05/21/2018	Regular	0	1,550.00	89204
00563	HINIKER HOMES, INC.	05/21/2018	Regular	0	12,257.84	89205
00595	HY-VEE, INC.	05/21/2018	Regular	0	241.88	89206
02597	INTERNET CONNECTIONS, INC	05/21/2018	Regular	0	280.00	89207
00632	JAVENS MECHANICAL CONTRACTING CO.	05/21/2018	Regular	0	206.46	89208
02782	KISSINGER & FELLMAN, P.C.	05/21/2018	Regular	0	1,469.00	89209
02344	LEIGHTRONIX	05/21/2018	Regular	0	2,388.00	89210
00800	MADDEN, GALANTER, HANSEN, LLP	05/21/2018	Regular	0	1,550.03	89211
00817	MANKATO EAST	05/14/2018	Regular	0	75.09	89181
00819	MANKATO FORD, INC.	05/21/2018	Regular	0	366.89	89212
02791	MANKATO MAKERSPACE	05/10/2018	Regular	0	80.00	89180
00835	MANKATO WEST ACTIVITIES DEPT	05/08/2018	Regular	0	71.73	89177
00851	MAYO CLINIC HEALTH SYSTEM - MANKATO	05/21/2018	Regular	0	20,427.00	89213
00970	MOBILE GLASS SERVICE	05/21/2018	Regular	0	396.87	89214
02799	MONTALBO, BENITO	05/21/2018	Regular	0	1,159.34	89215
00989	MOUNT OLIVE BOOSTER CLUB	05/16/2018	Regular	0	106.10	89182
01037	NICOLLET COUNTY	05/21/2018	Regular	0	21.00	89217
01084	OVERHEAD DOOR CO. OF MANKATO, INC.	05/21/2018	Regular	0	268.56	89218
01106	PETTY CASH	05/21/2018	Regular	0	83.55	89219
02546	PINS AND NEEDLES ALTERATIONS	05/21/2018	Regular	0	27.78	89220
02512	PLAY IT AGAIN SPORTS	05/21/2018	Regular	0	900.00	89221
02798	RACE PLACE CHIP TIMING	05/21/2018	Regular	0	1,233.54	89222
01190	REINHART FOODSERVICE LLC	05/21/2018	Regular	0	3,421.07	89223
01349	STONE & STEEL DESIGN, LLC	05/21/2018	Regular	0	214.96	89224
01091	STOREY KENWORTHY & MATT PARROTT	05/21/2018	Regular	0	822.01	89225
01352	STREICHER'S, INC	05/21/2018	Regular	0	1,008.89	89226
01402	TIRE ASSOCIATES	05/21/2018	Regular	0	149.65	89227
01415	TOYOTA-LIFT OF MINNESOTA	05/21/2018	Regular	0	367.48	89228
02282	WARD EINESS STRATEGIES	05/21/2018	Regular	0	2,000.00	89229
01507	WAYNE'S AUTO BODY, INC.	05/21/2018	Regular	0	316.00	89230
01515	WELLS FARGO BANK, N.A.	05/21/2018	Regular	0	1,600.00	89231
01523	WENZEL AUTO ELECTRIC CO	05/21/2018	Regular	0	157.37	89232
01525	WEST CENTRAL SANITATION, INC.	05/21/2018	Regular	0	26,981.43	89233
01562	ZAHL EQUIPMENT SERVICE, INC.	05/21/2018	Regular	0	140.00	89234
00105	AUTO VALUE MANKATO	05/23/2018	EFT	0	393.03	823
00123	BATTERIES+BULBS	05/23/2018	EFT	0	42.43	824
00164	BOBHOLZ, JACOB A	05/23/2018	EFT	0	49.49	825
00174	BOLTON & MENK, INC.	05/23/2018	EFT	0	34,856.00	826

00216	C & S SUPPLY CO, INC.	05/23/2018	EFT	0	197.20	827
02706	CORE & MAIN LP	05/23/2018	EFT	0	5,018.45	828
00310	CRYSTEEL TRUCK EQUIPMENT, INC	05/23/2018	EFT	0	61.10	829
00343	DH ATHLETICS LLC	05/23/2018	EFT	0	280.00	830
00463	G & L AUTO SUPPLY, LLC	05/23/2018	EFT	0	523.13	831
00460	G AND H READY MIX, LLC	05/23/2018	EFT	0	432.50	832
01098	GILLETTE GROUP/PEPSI-COLA	05/23/2018	EFT	0	1,858.20	833
02560	GOLD MEDAL	05/23/2018	EFT	0	974.40	834
00538	HAWKINS, INC.	05/23/2018	EFT	0	3,201.82	835
00577	HOLTMEIER CONSTRUCTION	05/23/2018	EFT	0	25,071.50	836
00609	INMAN, RICH	05/23/2018	EFT	0	301.29	837
00691	KENNEDY & KENNEDY LAW OFFICE	05/23/2018	EFT	0	8,402.33	838
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	05/23/2018	EFT	0	41.40	839
02575	LOCHER BROS, INC.	05/23/2018	EFT	0	164.80	840
00793	M & M SIGNS, INC.	05/23/2018	EFT	0	715.00	841
00874	MENARDS-MANKATO	05/23/2018	EFT	0	1,029.29	842
00910	MINNESOTA VALLEY TESTING LAB, INC.	05/23/2018	EFT	0	252.00	843
00956	MINNESOTA WASTE PROCESSING CO.	05/23/2018	EFT	0	31,943.49	844
00997	MTI DISTRIBUTING CO	05/23/2018	EFT	0	394.76	845
01032	NEW ULM QUARTZITE QUARRIES, INC	05/23/2018	EFT	0	812.72	846
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	05/23/2018	EFT	0	92.00	847
01052	NORTH CENTRAL INTERNATIONAL	05/23/2018	EFT	0	19,053.66	848
02797	OLSON, RYAN	05/23/2018	EFT	0	204.92	849
02005	PANTHEON COMPUTERS	05/23/2018	EFT	0	399.95	850
01090	PARAGON PRINTING, MAILING & SPECIALTIES	05/23/2018	EFT	0	144.10	851
02796	PENNER, MARK	05/23/2018	EFT	0	71.35	852
01136	PRAIRIE RESTORATIONS, INC.	05/23/2018	EFT	0	227.00	853
01160	QUALITY OVERHEAD DOOR CO, INC	05/23/2018	EFT	0	230.52	854
01173	RAUCHMAN, TOM	05/23/2018	EFT	0	274.98	855
01179	RED FEATHER PAPER CO.	05/23/2018	EFT	0	775.95	856
02281	REINDERS	05/23/2018	EFT	0	144.00	857
02747	RENT-N-SAVE	05/23/2018	EFT	0	234.01	858
01211	RIVER BEND BUSINESS PRODUCTS	05/23/2018	EFT	0	294.03	859
01272	SENNE, TIM	05/23/2018	EFT	0	63.25	860
01281	SIGN PRO	05/23/2018	EFT	0	240.00	861
01079	SMC-SOUTHERN MINNESOTA CONSTRUCTION	05/23/2018	EFT	0	687.38	862
01492	WACO SCAFFOLDING & SUPPLY CO.	05/23/2018	EFT	0	34.17	863
01552	WW BLACKTOPPING, INC	05/23/2018	EFT	0	1,452.00	864
00219	CARDMEMBER SERVICE	05/11/2018	Bank Draft	0	48,143.09	DFT0002059
02181	ETS CORPORATION	05/02/2018	Bank Draft	0	871.75	DFT0002032
02003	MINNESOTA DEPT OF REVENUE	05/03/2018	Bank Draft	0	7,819.00	DFT0002033
02003	MINNESOTA DEPT OF REVENUE	05/09/2018	Bank Draft	0	5,414.16	DFT0002055
02766	SPROUT SOCIAL	05/07/2018	Bank Draft	0	99.00	DFT0002048
01477	VIKING ELECTRIC SUPPLY, INC.	05/08/2018	Bank Draft	0	15.82	DFT0002044
01477	VIKING ELECTRIC SUPPLY, INC.	05/08/2018	Bank Draft	0	18.90	DFT0002044
01477	VIKING ELECTRIC SUPPLY, INC.	05/08/2018	Bank Draft	0	160.18	DFT0002044
01477	VIKING ELECTRIC SUPPLY, INC.	05/11/2018	Bank Draft	0	505.20	DFT0002066
01477	VIKING ELECTRIC SUPPLY, INC.	05/16/2018	Bank Draft	0	56.90	DFT0002070
01477	VIKING ELECTRIC SUPPLY, INC.	05/16/2018	Bank Draft	0	12.21	DFT0002070
01477	VIKING ELECTRIC SUPPLY, INC.	05/16/2018	Bank Draft	0	100.80	DFT0002070
01477	VIKING ELECTRIC SUPPLY, INC.	05/16/2018	Bank Draft	0	10.89	DFT0002070
01557	XCEL ENERGY	05/14/2018	Bank Draft	0	50.98	DFT0002067
00101	AT&T MOBILITY	05/16/2018	Bank Draft	0	28.14	DFT0002069
00241	CHARTER COMMUNICATIONS	05/08/2018	Bank Draft	0	496.84	DFT0002036
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	259.26	DFT0002037
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	40.01	DFT0002038
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	40.79	DFT0002039
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	30.78	DFT0002040
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	42.94	DFT0002041
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	30.78	DFT0002042
02058	CONSOLIDATED COMMUNICATIONS	05/08/2018	Bank Draft	0	3,141.08	DFT0002043
00321	DAKOTA COUNTY TECHNICAL COLLEGE	05/14/2018	Bank Draft	0	900.00	DFT0002064
00337	DEMCO, INC.	04/16/2018	Bank Draft	0	154.80	DFT0002031
00608	INGRAM LIBRARY SERVICES	05/16/2018	Bank Draft	0	1,500.17	DFT0002075
00775	LIP WASTE & RECYCLE, LLC	05/08/2018	Bank Draft	0	680.00	DFT0002035
00851	MAYO CLINIC HEALTH SYSTEM - MANKATO	05/11/2018	Bank Draft	0	697.00	DFT0002062
02179	MES (MUNICIPAL EMERGENCY SERVICES)	05/11/2018	Bank Draft	0	375.28	DFT0002060

01117	PLUNKETT'S PEST CONTROL, INC.	05/16/2018	Bank Draft	0	118.14	DFT0002074
01335	STAPLES ADVANTAGE	05/08/2018	Bank Draft	0	67.45	DFT0002047
01335	STAPLES ADVANTAGE	05/15/2018	Bank Draft	0	162.39	DFT0002068
01449	UNIVERSITY OF MINNESOTA	05/11/2018	Bank Draft	0	425.00	DFT0002063
01470	VERIZON WIRELESS	05/11/2018	Bank Draft	0	825.57	DFT0002061
01470	VERIZON WIRELESS	05/14/2018	Bank Draft	0	30.10	DFT0002065
					<u>337,737.99</u>	<u>130</u>

Authorization Signatures

All Council

The above manual and regular claims lists for 5-21-18 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

ROBERT FREYBERG- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minnesota Statute 465.03 and 465.04 allows the governing body of any city, county, school district or town to accept gifts for the benefit of its citizens in accordance with terms prescribed by the donor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following donations/contributions/grants are approved as follows:

Donor	Restriction	Amount
Judy & Perry Stow	Adopt-A-Family Swim Pass Donation	40.00
Chris & Cindy Kaufman	Adopt-A-Family Swim Pass Donation	120.00
Douglas Sinclair	Adopt-A-Family Swim Pass Donation	80.00
James & Dolores Portz	Adopt-A-Family Swim Pass Donation	40.00
Elna Bohlke	Adopt-A-Family Swim Pass Donation	80.00
Carol Kephart	Adopt-A-Family Swim Pass Donation	40.00
Diane Cattrysse	Adopt-A-Family Swim Pass Donation	80.00
Randy & Sandy Zellmer	Adopt-A-Family Swim Pass Donation	80.00
Daniel & Kirstin Cronn-Mills	Adopt-A-Family Swim Pass Donation	80.00
Michael & Sheila Skilling	Adopt-A-Family Swim Pass Donation	40.00
David & Sandy Mutch	Adopt-A-Family Swim Pass Donation	40.00
Sharon's Grooming	Adopt-A-Family Swim Pass Donation	40.00
Arts and Cultural Heritage Grant	Library-Program Alice in Wonderland	\$275.00
Arts and Cultural Heritage Grant	Library-Program Canvas Art Workshops	\$600.00
Arts and Cultural Heritage Grant	Library-Program Kids as Artists	\$555.00
Arts and Cultural Heritage Grant	Library-Program Music in the Park	\$1300.00
Arts and Cultural Heritage Grant	Library-Program Oz Brothers Storytellers	\$500.00
Arts and Cultural Heritage Grant	Library-Program Teddy Bear Band Picnic	\$1645.00
Anonymous	Caswell Sports	\$300.00
		\$5485.00

Adopted by the City Council this 21st day of May 2018.

Mayor

City Clerk



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 inadvance of the parade date.

Name of Applicant ERIK JENSEN	Address 108 S MINNESOTA AVE ST PETER, MN 56072	Phone 507-381-2984	Email ejensen@atwoodrealty.com
Sponsoring Organization Name BENCHS	Address 1250 N RIVER DR, MANKATO	Phone 507-625-6373	
Contact during event ERIK JENSEN	Phone 507-381-2984		
Event Location DAKOTA MEADOWS - BENSON PARK	Date 9-30-18	From Time 7:00	To 1:00
Occasion for Parade RUNNING FOR RESCUES SK			
Parade Description / Composition SK RACE, SEE MAP FOR COURSE ROUTE			
Estimated Number of Participants: 200-400			

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.

[Signature]

Applicant

5-4-18

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] **#701**

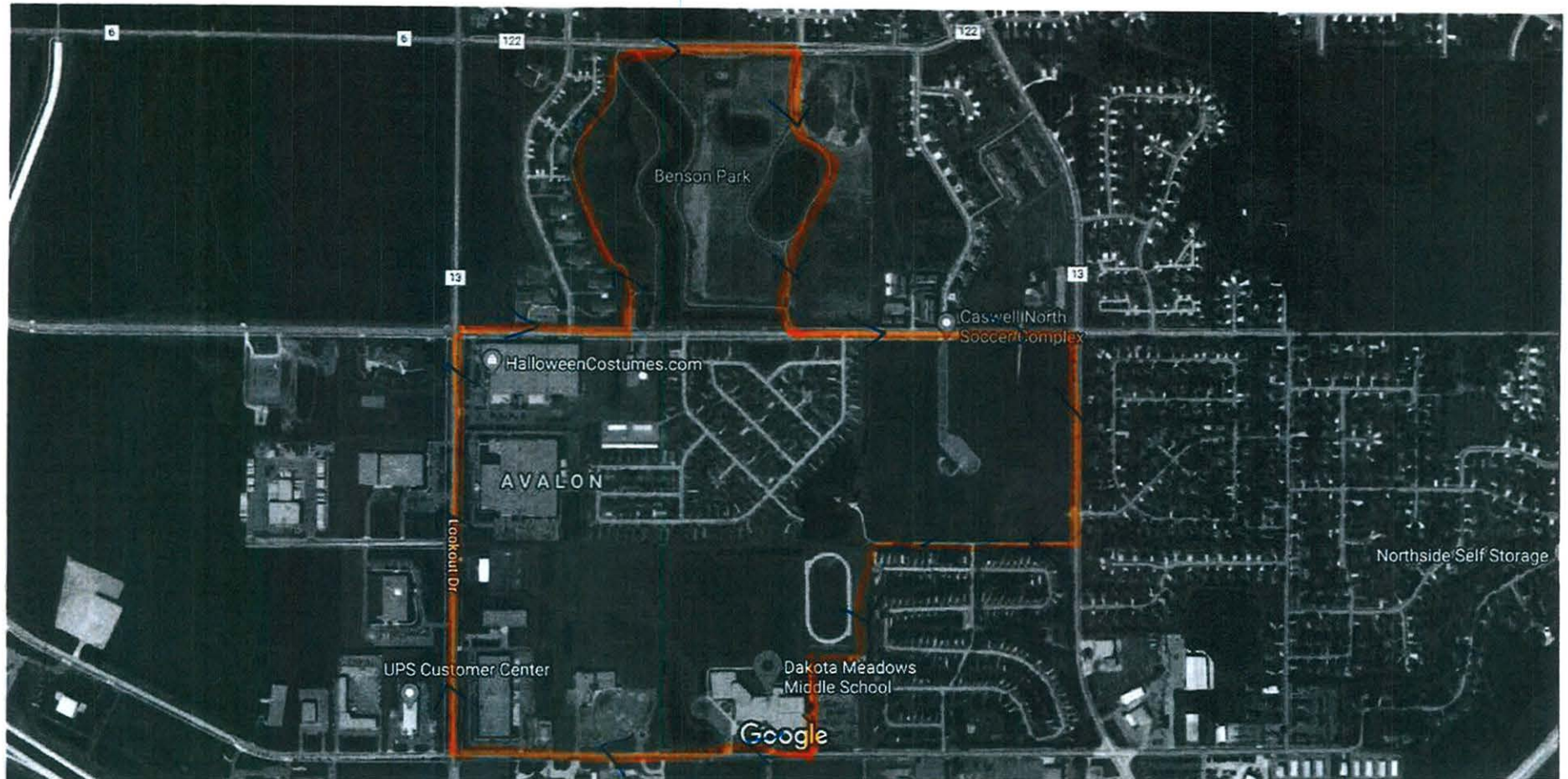
Chief of Police

05-07-18

Date

Caswell Sports Director

Date





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>PHIL TOSTENSON</i>	Address <i>1001 BELGRADE AVE</i>	Phone <i>507 625 4141</i>	Email <i>PTOSTENSON@caswellsports.com</i>
Sponsoring Organization Name <i>Caswell Sports</i>		Address	Phone
Contact during event <i>Shawn MORBAN</i>		Phone <i>507 351 7145</i>	
Event Location <i>South Central College (mrs ender)</i>	Date <i>4/16/18</i>	From <i>9</i>	Time To <i>5pm</i>
Occasion for Parade <i>Bike Race</i>			
Parade Description / Composition			

Rally Enclosure. monitored intersections, traffic cones, etc

Estimated Number of Participants: *250*

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.

[Signature]
Applicant

5/16/18
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.

Chief of Police

Date

Caswell Sports Director

Date



NORTH MANKATO ROAD RACE - LARGE CIRCUIT


Start/Finish


Sprint


Green Zone


King/Queen
of the Hills


Feed Zone


Course
Direction


Small Circuit
Route





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



DJ/KARAOKE MACHINE



OTHER: _____

DATE OF EVENT: 6/16/18

BEGIN TIME: 10³⁰

END TIME: 4³⁰

LOCATION / SHELTER: SCC

EVENT NAME: NORTH STAR GRAND PRIX

ONSITE COORDINATOR:

PRINT NAME: PHIL TOSTENSON

MOBILE NUMBER: 507-262-7337

☒ 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: Phil Tosten

DATE: 5/16/18

POLICE CHIEF: _____

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

Permit #: 56 -2018

Start time: 12:00

Fee: \$ 100.00

Date: 7/20/18

Stop time: 8:00 pm

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

Event Name: Associated Finishing clnc. picnic

Name: Ryan Kapsner

Address: 320 Mallard Ln. Mankato

Phone: 507-385-2763

of People: 100

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) (Bingo) ☐ 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



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

Audio Permit 56A - 2018
Park Permit 56 - 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

☐

DJ/KARAOKE MACHINE

☒

OTHER: microphone/
(Bingo) Speaker

DATE OF EVENT:

7-20-18

BEGIN TIME:

12:00

END TIME:

8:00

LOCATION / SHELTER: SLP #1

EVENT NAME:

Associated Finishing Inc. Picnic

ONSITE COORDINATOR:

PRINT NAME:

Ryan Kapsner

MOBILE NUMBER:

507-382-2224

☒ 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:

5/9/18

POLICE CHIEF:

CITY CLERK:

☐

DENIED

☐

APPROVED

☐

BOOK

☐

POLICE

☐

ONLINE

☒

\$25.00 FEE

200132679

STAFF INITIALS

**LARGE GROUP
PERMIT**

Permit #: _____-2018

Start time: 11am

Date: 6/6/18

Stop time: 1pm

Location: Circle Inn. Parking lot

Event Name: "Lunch with the Lancers" hosted by the business on belgrade association

Name: Jeni Bobholz

Address: 228 Garfield Ave. N. Mankato

Phone: 507-382-4001
Jeni Bobholz

of People:
150
- 300

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.*
But on parking lot

Notes: _____

PLEASE INCLUDE A MAP OF THE AREA.

Audio (requires audio permit)

☐ No ☒ Yes

** If Yes, Please fill out Audio Permit.*

☐ 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: Jeni Bobholz 5/11/18
Applicant Date

☐ APPROVED ☐ DENIED

☒ REFER TO COUNCIL

[Signature]
City Clerk

5-15-18
Date

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



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 ☐ DJ/KARAOKE MACHINE ☒ OTHER: Radio DATE OF EVENT: 6/6/18
BEGIN TIME: 11am
END TIME: 1pm
LOCATION / SHELTER: Circle Inn parking lot
EVENT NAME: "Lunch with the Lancers" hosted
ONSITE COORDINATOR: Jeni Bobholz PRINT NAME: Jeni Bobholz
MOBILE NUMBER: 507-382-6001

☒ 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: Jeni Bobholz DATE: 5/15/18
POLICE CHIEF: [Signature]
CITY CLERK: _____

☐ DENIED ☒ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

**LABOR AGREEMENT
BETWEEN
THE CITY OF NORTH MANKATO
AND
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 305)**

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2018, between the City of North Mankato, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION. It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and application; and
- 1.2 Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all essential licensed employees employed by the City of North Mankato Police Department, North Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.
- 2.2 In the event the EMPLOYER and UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings stated:

UNION: Law Enforcement Labor Services, Inc. (Local No. 305).

EMPLOYEE: A member of the exclusively recognized bargaining unit.

DEPARTMENT: The North Mankato Police Department.

EMPLOYER: The City of North Mankato.

ARTICLE 4. EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement that the UNION will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal function of the EMPLOYER.

A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Department in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Department; to assign and transfer employees; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 The parties hereto recognize that this Agreement is not intended to limit the present and future exercises of discretionary authority vested in the EMPLOYER by the statutes of the State of Minnesota.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues, or fair share amount authorized by law. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate within two weeks of signing the contract, or any changes in designated personnel.

- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:

Step 1.

The UNION shall have fifteen (15) working days to submit the grievance to the Chief of Police. The written grievance shall contain:

- a) The nature of the grievance and a summary of the facts upon which it is based;
- b) The Agreement provisions relied on or claimed to be violated;
- c) The remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the EMPLOYER representative and the UNION representative. If no settlement is reached, the Police Chief or designee will give a written answer within ten (10) calendar days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2.

If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER and the UNION representatives. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) calendar days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to arbitration.

- 7.5 Arbitration. If the grievance is unresolved at Step 2 and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) days following the issuance of the Step 2 answer shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the "Rules governing the arbitration of grievances" as enacted by the Bureau of Mediation Services. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.
- 7.6 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only insofar as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.
- 7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. The EMPLOYER may initiate grievances at Step 2. Discharge grievances may be initiated at Step 2. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.
- 7.8 Choice of Remedy. If, as a result of the written response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 7.5 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee's right to pursue any other procedure terminates and is waived. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of*

Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of North Mankato. In the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9. PROBATION

- 9.1 All new employees will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months for a total of eighteen (18) months at the EMPLOYER'S discretion. The EMPLOYER shall provide notice to the UNION of any such extension.
- 9.2 During the probationary period a new or promoted employee may be terminated or returned to former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire, however, such credits shall not be used until the employee has completed the first six (6) month period.
- 9.4 A promoted employee shall serve a six (6) month probationary period.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Department and be available upon request.
- 10.2 A reduction in the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have opportunity to return to work within one (1) year of the time of his/her layoff before any new employee is hired. The EMPLOYER shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and telephone number with the EMPLOYER during layoff.

ARTICLE 11. DISCIPLINE

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension;
- d) Demotion; or
- e) Discharge.

- 11.2 Suspensions, demotions, or discharges will be in written form.
- 11.3 Written reprimands, notices of suspensions, and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands or notices.
- 11.4 Discharges shall be preceded by five (5) days of suspension without pay.
- 11.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article 7 of this Agreement.

ARTICLE 12. OVERTIME

- 12.1 Employees shall receive overtime compensation for hours worked in excess of the regularly scheduled shift. Such compensation shall be in the form of cash payment at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay, or in the form of compensatory time. Employees may accumulate compensatory time up to a maximum of one hundred twenty (120) hours. Employees will not be authorized to trade shifts without the expressed prior approval of the Chief or his designee. When an Officer's scheduled shift is changed, with less than 24 hours notice prior to the start of the shift, the Officer will be entitled to the standard callback fee. If the change is simply hours added to the start or the end of the shift, those hours will be paid as regular overtime.
- 12.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.4 Employees have the obligation to work overtime or call backs if directed by the EMPLOYER.
- 12.5 When an employee is called to duty or required to make a duty related court appearance in which a unit of government is a party during his/her off duty time, he/she shall receive a minimum of three (3) hours of compensation at the overtime rate. For the purposes of interpretation of this paragraph, the term "court appearance" shall mean all time during which the court may be in session and during which the employee's presence is required and all times during which the court may be in recess during which times the

employee is required to remain at or about the courthouse pursuant to the reconvening of such court provided that such recesses shall not include any normal luncheon recess. Court appearances occurring within one (1) hour of the end of duty shift will be considered an extension of duty and not subject to the three (3) hour minimum. The employee shall be entitled to the three (3) hour minimum compensation when a regularly scheduled court appearance is canceled without twenty-four (24) hour advance notice to the employee.

- 12.6 Duty-related conferences shall take place whenever feasible during duty hours. Such conferences occurring during off duty hours shall be compensated at the overtime rate for actual time spent, except that a minimum of one (1) hour at time and one-half (1 1/2) shall apply.
- 12.7 For hours actually worked between 12:01 a.m. and 11:59 p.m. on officially designated holidays, pursuant to Article 20, Section 20.1, the employee will receive two times the employee's regular hourly rate of pay. For purposes of this Section, the employee's birthday is not included.

ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK

- 13.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
 - a) Hours worked on assigned shifts;
 - b) Holidays;
 - c) Assigned training;
 - d) Authorized leave time.
- 13.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 13.3 The standard work week is forty (40) hours (2,080 hours divided by 52 weeks) with the understanding that shift assignments are made without reference to the standard seven (7) day period.
- 13.4 The EMPLOYER reserves the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices.
- 13.5 Work schedules showing the employee's shift, work days, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.

ARTICLE 14. VACATION

- 14.1 All regular full-time employees shall earn vacation on the following schedule provided that the first month of regular full time employment shall be counted only if the employee started work on or before the fifteenth (15th) day of the month:

<u>Period of Continuous Employment</u>	<u>Earned Vacation</u>
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16.66 hours per month

- 14.2 Employees shall be allowed to take vacation leave each year within the limits of the Article. Vacation time shall be seniority based during two phases:
Phase 1: Vacation request must be turned in prior to November 1st for January 1st through June 30th of the following year.

Phase 2: Vacation requests must be turned in prior to May 1st for July 1st through December 31st of the same year.

All other vacation requests will be "first come, first serve" and shall be approved within 96 hours. If not denied by the EMPLOYER within ninety-six (96) hours, said request shall be considered approved. The EMPLOYER shall schedule vacations at his/her own discretion so that the normal operation of the Department will not be interrupted. Once granted, such vacation shall not be revoked except in the case of emergency. If a previous request for vacation has been received for that period of time or any portion thereof, the employee may be allowed a conditional approval, which approval may be revoked by the EMPLOYER if in his/her opinion it would require the payment of overtime or affect the operational ability of the Department.

- 14.3 No employee may take more than twelve (12) consecutive working days of vacation leave per year during the first five (5) years of employment, and from years six (6) through ten (10) may, where earned, take no more than fifteen (15) consecutive days of vacation leave per year. From years eleven (11) through twenty (20) the employee may, where earned, take no more than twenty (20) consecutive days of vacation leave. Upon completing twenty (20) years of employment, employees may, where earned and subject to the approval of the EMPLOYER and upon thirty (30) days advance notice, take thirty (30) consecutive days of vacation leave.
- 14.4 Vacation will be granted in increments of no less than four hours, which is to mean that any time less than four (4) hours will be charged as four hours of vacation, with prior approval from administration. A minimum of 40 consecutive hours of vacation must be used per year.
- 14.5 Employees will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee.

<u>Period of Continuous Employment</u>	<u>Maximum Number of Days of Accumulated Vacation</u>
Through 10 years	160 hours
11 through 15 years	200 hours
16-20 years	280 hours
Over 20 years	360 hours

- 14.6 Employees whose employment has been terminated either through resignation, retirement or layoff shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination. In cases of voluntary separation by the employee, not less than two (2) weeks notice of separation shall be given the EMPLOYER to be eligible for payment of accumulated vacation pay. Upon failure thereof, such time shall be forfeited.

ARTICLE 15. INSURANCE

- 15.1 Employees subject to this Agreement shall be covered under the City's Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long Term Disability insurance policies in the same respect as other City employees.

ARTICLE 16. SICK LEAVE

- 16.1 Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked. During the probationary period, full-time employees may draw in advance on the days of sick leave credits earned during the probationary period. If the employee does not successfully complete the probationary period, such unearned leave shall be repaid to the City.

Employees will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.
- 4) Illness, injury, or care of a family member. The term "family member" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, adult child, grandchild, grandparent, stepparent or any relative of the employee who is a legal dependent and lives in the household of the employee.
- 5) Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries during work.

- 7) Personal illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay or other disciplinary action. Any employee who uses three (3) or more consecutive days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The City reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

Employees entering duty or terminating their services during a calendar month shall be credited with a full month's service if they work sixteen (16) days or more during the month in question. Unused sick leave may be accumulated. Accumulated unused sick leave exceeding sixty (60) days may be traded in at the end of each calendar year at the following rates:

- 1) Full-time employees with five (5) through nine (9) years may trade in any excess at twenty-five percent (25%) of their regular daily wage.
- 2) Full-time employees with ten (10) through nineteen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- 3) Full-time employees with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employees have the option of retaining these excess days and continuing to accumulate them. Employees also have the option of trading in excess days for vacation days. Employees with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employees with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day. Employees with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, including the minimally required sixty (60) days shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

For the purposes of accumulating additional vacation or sick leave, an employee using an earned sick-leave day is considered to be working.

An employee receiving sick leave with pay who simultaneously receives workmen's compensation insurance benefits, shall receive only that portion of his/her sick-leave payment which will, together with the workmen's compensation benefits and for the duration of said benefits, equal his/her regular salary.

An employee on vacation who becomes ill or injured may, upon proper identification, change his/her status to sick leave. Claiming leave under false pretenses shall be cause for disciplinary action including transfer, suspension, demotion, or dismissal.

Effective January 1, 2003 the City of North Mankato established Voluntary Employees' Beneficiary Association ("VEBA") and Health Care Expense Accounts for Active Employees. Effective January 1, 2008, 100% of the sick leave benefit normally received at termination will be placed in a post retirement health care savings plan pursuant to Council Resolution No. 60-03.

- 16.2 Personal Leave - Any employee eligible for sick leave benefits may use up to three (3) sick leave days per year for personal reasons. Personal leave may be taken for any purpose. An employee must request and receive authorization for the use of personal leave from his/her department head prior to the date of the leave. Personal leave shall not be taken in increments of less than four hours.

ARTICLE 17. UNIFORM ALLOWANCE

- 17.1 The EMPLOYER shall provide each newly hired employee with one (1) complete set of uniform in accordance with policy set by the EMPLOYER.
- 17.2 In 2018, employees shall receive a uniform allowance of \$50.00 per month, not to exceed \$600.00 per year. In 2018, employees shall also receive a uniform maintenance of \$50.00 per month, not exceed \$600.00 per year. The uniform allowance and uniform maintenance shall be part of the employee's regular rate of pay and are reflected in the wages rates set forth in the 2018 wage scale at Article 25, Section 25.1 of the Agreement.
- 17.3 In 2019, the uniform reimbursement and maintenance allowances shall be a separate reimbursement. In 2019, the employee's regular rate of pay has been reduced by \$100 per month to reflect this separation as set forth in the 2019 wage scale at Article 25, Section 25.1. In 2019, Employees shall now be reimbursed for the cost of uniforms upon the presentation of paid receipts, up to an amount of \$600 per year. In 2019, employees shall also receive a uniform maintenance allowance of \$50 per month, not to exceed \$600 per year.
- 17.4 The employee shall be reimbursed one-half (1/2) the cost of a new bulletproof vest every five (5) years. Evidence of the time elapsed since the last purchase of said equipment will be the sole responsibility of the employee.
- 17.5 Employees covered under the Agreement are required to keep a full set of uniform dress in good condition and to wear, maintain and replace the uniform in accordance with policy set by the EMPLOYER.

ARTICLE 18. LONGEVITY – Eliminated January 1, 2011.

ARTICLE 19. RESIDENCE

All employees who elect to reside outside the corporate limits of the City of North Mankato shall be at the North Mankato Police Annex at 1001 Belgrade Avenue in North Mankato at the start of each regularly scheduled shift. Failure to appear or tardiness resulting in charged overtime will result in progressive discipline as per Article 11.

ARTICLE 20. HOLIDAYS

- 20.1 The following shall be included as paid holidays for employees subject to this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Day before Christmas
Christmas Day
"Floating Holiday" - Employee's birthday or day off of his/her choice.

- 20.2 Employees shall receive a compensatory day off for each of the above holidays. A compensatory day off for a holiday may be taken at the employee's discretion subject to approval by the EMPLOYER.
- 20.3 Employees shall be entitled to compensation for holidays pursuant to this Article provided they were on pay status their last scheduled day preceding the holiday and their first scheduled day following the holiday.
- 20.4 At the end of each calendar year, employees shall receive cash payment for all earned, unused holidays. Payment will be based on the employee's regular daily rate of pay.
- 20.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be charged to the employee's vacation or sick leave time.
- 20.6 Any other designated holiday granted to other City employees in increments of four (4) or more hours shall be granted to employees subject to this Agreement as compensatory time.

ARTICLE 21. LEAVES OF ABSENCE

Any employee, upon satisfactory completion of the probationary period, shall be eligible for authorized leave as follows:

- 21.1 Military Leave: Any regular employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State which would prevent him from performing his/her regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request. The EMPLOYER shall pay only that amount when added to the military pay equals the employee's regular pay for the absence.

Notice shall be given the EMPLOYER at least five (5) working days after the receipt of said orders and no less than twenty four (24) hours prior to the date of leave, except that when said orders are received at a time which would make the compliance with provision impossible, the employee shall give notice at the earliest practical time.

Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to applicable law.

- 21.2 Employees required to serve on a jury may receive a leave of absence: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay. For jury duty not occurring during an employee's regularly scheduled duty shift, the employee shall receive compensatory time equivalent to the actual amount of time spent on jury duty.
- 21.3 Unpaid Leave of Absence: Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employees who have successfully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave; (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned. Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence which in the opinion of the EMPLOYER will benefit the

EMPLOYER or the employee.

- 21.4 Any currently licensed employee who fails the proper maintenance of the license shall be placed on an involuntary unpaid leave of absence not to exceed six (6) months. Should an employee fail to complete licensure requirements within that six (6) month period, he/she shall be immediately discharged.

ARTICLE 22. TUITION REIMBURSEMENT

The EMPLOYER will reimburse any full-time permanent employee the tuition cost for any successfully completed, approved, directly job related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. The EMPLOYER will make every effort to arrange work schedules around class schedules where this will cause no disruption of service, however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments shall be reported to the EMPLOYER.

ARTICLE 23. NON DISCRIMINATION

- 23.1 The EMPLOYER and the UNION agree not to discriminate in accordance with the law.
- 23.2 The use of masculine or feminine pronouns in this Agreement shall refer to employees of either gender unless the context in which these are used clearly indicates limitation to one gender.

ARTICLE 24. WAIVER OF BARGAINING

During the life of this Agreement, the EMPLOYER and the UNION voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any other matter, unless done by mutual consent of the EMPLOYER and the individual bargaining unit involved.

ARTICLE 25. PAY PLAN

25.1

Effective January 1, 2018:

Senior Patrol Officer	-	\$5,988 per month
Patrol Officer First Class	-	\$5,814 per month

Patrol Officer Second Class	-	\$5,525 per month
Patrol Officer Third Class	-	\$5,259 per month
Probationary Patrol Officer	-	\$4,746 per month

Effective January 1, 2019:

Senior Patrol Officer	-	\$6,067 per month
Patrol Officer First Class	-	\$5,888 per month
Patrol Officer Second Class	-	\$5,591 per month
Patrol Officer Third Class	-	\$5,317 per month
Probationary Patrol Officer	-	\$4,789 per month

- 25.2 Senior Patrol Officer - Effective January 1, 2013, Patrol Officers who have reached their nine (9) year anniversary with the North Mankato Police Department will be a Senior Patrol Officer. The Senior Patrol Officer is not applicable to those employees hired under lateral entry until they have reached nine (9) years of service with the City of North Mankato. The Senior Patrol Officer step reflects a three (3%) percent increase over the Patrol Officer First Class rate of pay.

ARTICLE 26. EDUCATION

- 26.1 The EMPLOYER agrees to pay the cost of sixteen (16) hours of P.O.S.T. Board eligible continuing education.

ARTICLE 27. PHYSICAL FITNESS

- 27.1 Patrol Officers will be granted an exemption from physical fitness activities for periods up to seven (7) days due to illness or injury. Beyond seven (7) days, a doctor's evaluation of illness or injury is required.
- 27.2 Fitness: Effective April 1, 2005, a physical fitness requirement shall be implemented. The fitness requirement shall be coordinated with the Blue Cross/Blue Shield plan fitness membership such that employees shall work out a minimum of 12 sessions per month at an approved facility or on their own. A log of the workouts should be turned in to the Police Lieutenant on a monthly basis. The Employer and employee shall share in the cost of membership in an approved facility or in the purchase of workout equipment on a 50/50 basis. The maximum amount of the reimbursement shall be based on the City of North Mankato's corporate rate for a single membership with towel and kit locker at the Mankato YMCA less the \$20 reimbursement under the Blue Cross/Blue Shield plan fitness membership divided by two. The \$20 deduction shall apply even if the employee does not carry the City's Blue Cross/Blue Shield health insurance plan.
- 27.3 For individuals working out on their own, a fitness log will be turned in to the Police Chief on a monthly basis effective May 1, 2005. Individual workout plans will be subject to a review periodically.

- 27.4 Patrol Officers conducting an individual exercise program may be reimbursed for certain exercise or weight training equipment subject to employer's prior approval of the purchase. The reimbursement is limited to an employer's out-of-pocket expense for an officer attending an approved facility.
- 27.5 Physical Schedule: Employees under the age of 40 shall be required to obtain a general physical examination every three years; employees age 41 to 49 shall be required to obtain a general physical examination every two years; and employees age 50 or more shall be required to obtain a general physical examination every year. The general physical examination shall be paid for by the City and the employee will be compensated at the regular hourly rate of pay for actual time in attendance at the general physical examination not to exceed four hours. Documentation of the physical examination must be filed with the Police Department and a copy submitted to the City.

ARTICLE 28. PERFORMANCE EVALUATION

- 28.1 All employees of the Department shall be subject to semi-annual performance review by the EMPLOYER. Members of the bargaining unit will be afforded the opportunity to participate in the development of evaluation forms and procedures for the Department. Performance evaluations will be done on a semi-annual basis and the employee will be afforded the opportunity to discuss his/her evaluation with his/her supervisor. Each employee will be provided with a copy of each completed evaluation form. Failure to participate in the performance evaluation process or failure to address operational deficiencies noted in performance evaluations shall be subject to disciplinary proceedings under Article 11 of this Agreement. Disputes or disagreements arising under this Article shall be subject to the grievance procedure under Article 7 of this Agreement.

ARTICLE 29. DURATION

This Agreement shall be effective as of the first day of January of the year 2018 and shall remain in full force and effect until the thirty-first day of December 2019.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this ____ day of _____ 2018.

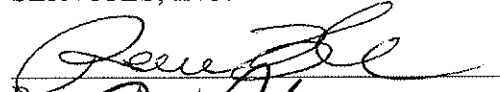
FOR THE CITY OF NORTH MANKATO

Mayor

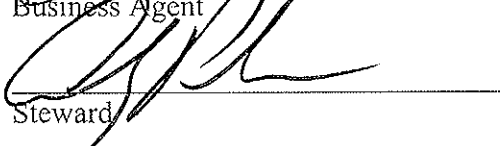
City Administrator

City Clerk

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.



Business Agent



Steward

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9A	Department: Community Dev.	Council Meeting Date: 5/21/18																											
TITLE OF ISSUE: B. Consider Z-2-18 Request to Zone Part of Section 4-108-27W: A Request from Harrison Truck Centers. 1. Consider Ordinance No. 104, Fourth Series Zoning Part of Section 4-108-27W, as M-2, Heavy Industrial.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the Planning Commission Report.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Consider Planning Commission Recommendations.																													
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>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	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>Planning Commission Report</u> _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																												
_____	_____	Steiner																											
_____	_____	Norland																											
_____	_____	Freyberg																											
_____	_____	Whitlock																											
_____	_____	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: _____																												

ORDINANCE NO. 104, FOURTH SERIES
AN ORDINANCE OF THE CITY OF NORTH MANAKTO, MINNESOTA
AMENDING NORTH MANKATO CITY CODE, CHAPTER 156, ENTITLED "ZONING CODE",
BY CHANGING THE ZONING DISTRICT MAP AND, BY ADOPTING BY REFERENCE NORTH
MANKATO CITY CODE, CHAPTER 10 AND SECTION 10.99 WHICH,
AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

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

Section 1. North Mankato City Code, Section 156.021, entitled "Zoning District Map," is hereby amended by changing the zoning as follows:

A. To Zone Part of Section 4-108-27W, as M-2, Heavy Industrial.

Section 2. North Mankato City Code, Chapter 10, entitled "General Provisions" 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 Council this 21st day of May 2018.

Mayor

ATTEST:

City Clerk

Z-2-18

A REQUEST FROM HARRISION TRUCK CENTERS

THE CITY OF NORTH MANKATO

SUBJECT: Z-2-18
APPLICANT: Harrison Truck Center
LOCATION: Part of Section 4-108-27W
EXISTING ZONING: AG
DATE OF HEARING: May 10, 2018
DATE OF REPORT: May 3, 2018
REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

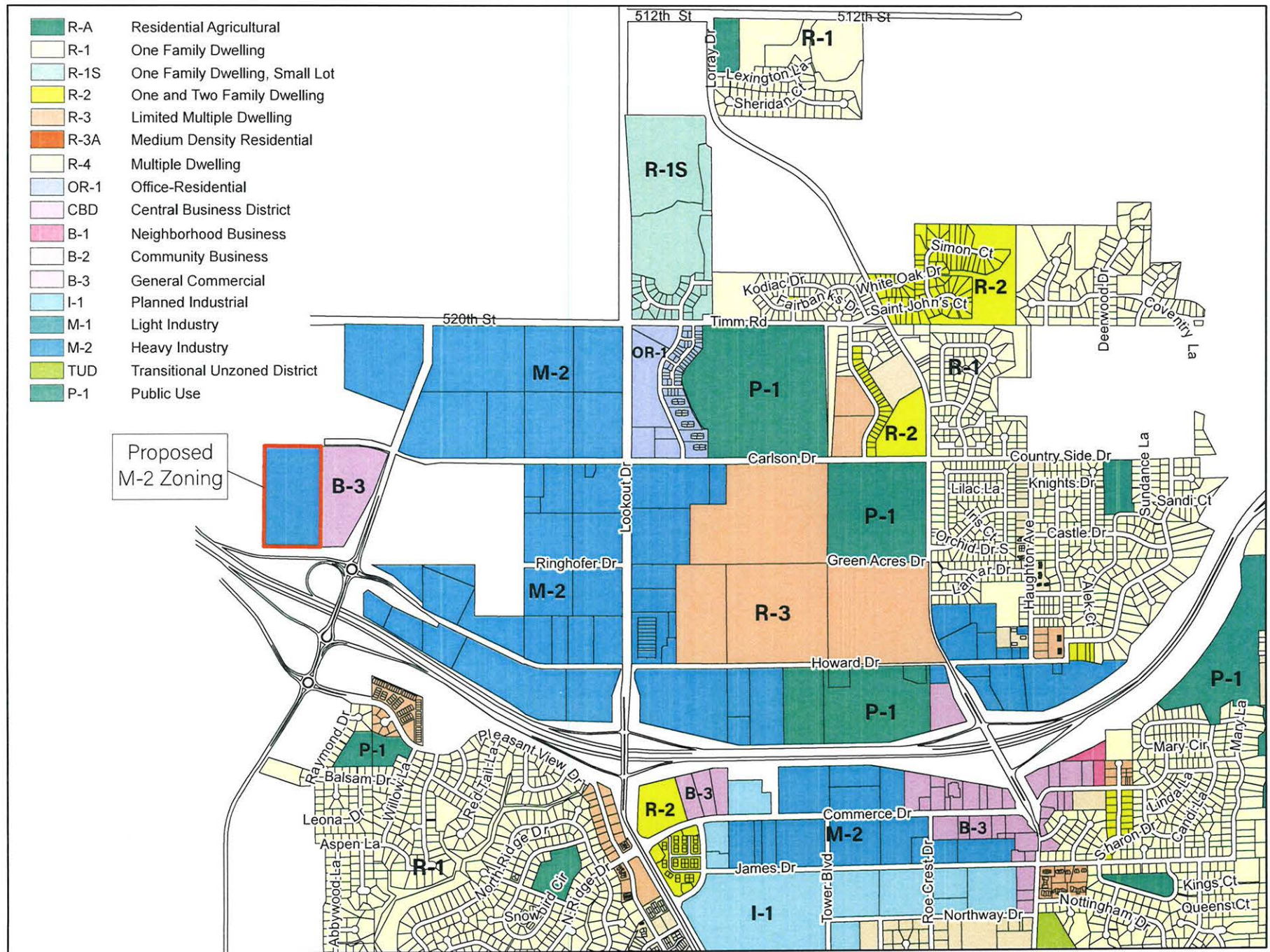
Request to zone part of Section 4-108-27W as M-2, Heavy Industrial

COMMENT

The applicants have recently annexed 20.75 acres of land into the City limits to accommodate the development of a truck center. The location of the property is shown on Exhibit A. As requested on Exhibit B, the applicants are requesting that the property be zoned M-2, Heavy Industrial. According the City Code, truck centers are a permitted use in an M-2 zoning district. Exhibit A shows the existing area zoning and Exhibit C shows the guided future land use according to the Comprehensive Plan. As the guided use of the property is Commercial/Industrial Mixed Use, this land use designation is intended to provide flexibility in that property could be zoned for either commercial or industrial uses.

RECOMMENDATION

As the M-2 request is consistent with the Comprehensive Plan, staff recommends approval of Z-2-18.



0 0.075 0.15 0.3 0.45 0.6 Miles

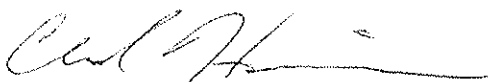
City of North Mankato Zoning Map



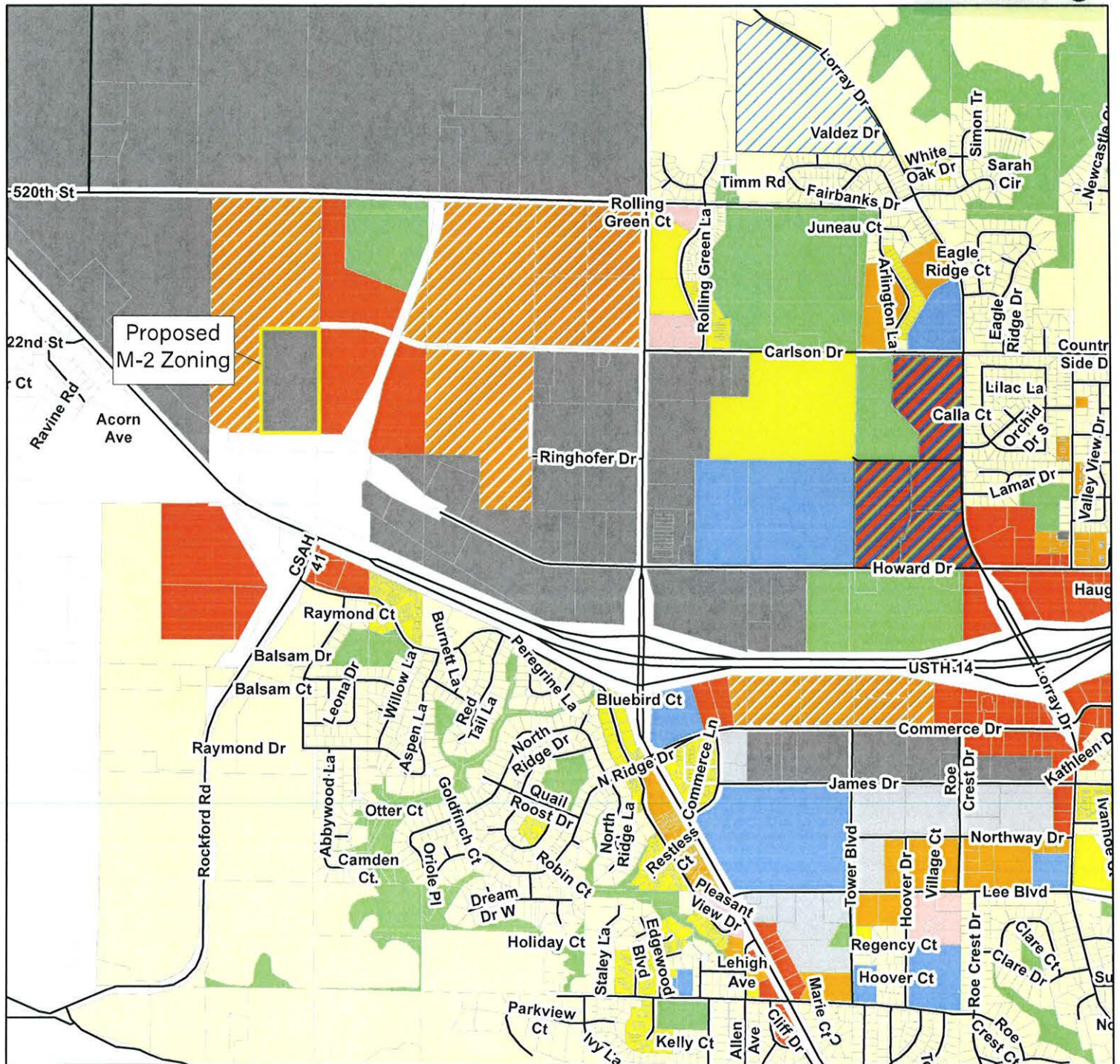
North Mankato Planning Commission
City of North Mankato
1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141

North Mankato Planning Commission:

Harrison Truck Centers is formally requesting the 20.75 acres of land it owns in Section 4-108-27W to be platted as Harrison Truck Center Subdivision, be zoned as M-2, Heavy Industrial. This zoning is consistent with the North Mankato Comprehensive Plan and consistent with the intended use of the property as a truck center.

A handwritten signature in black ink, appearing to read 'Chad Harrison', with a long horizontal flourish extending to the right.

Chad Harrison
Harrison Truck Centers



Future Land Use

- | | |
|---------------------------------|---|
| Central Redevelopment District | Light Industrial |
| Central Business District | High Density Residential |
| General Commercial | Medium Density Residential |
| Neighborhood Commercial | Low Density Residential |
| Commercial/Industrial Mixed Use | Low Density Residential / Institutional |
| Heavy Industrial | Institutional |
| | Open Space/Park |
| | Right of way |

Figure 3-2: Future Land Use
North Mankato Comprehensive Plan



April 27, 2018

Dear Property Owner:

The City of North Mankato has received a request from Harrison Truck Centers to provide a zoning classification for 20.75 acres of land which has recently been annexed into the City limits as M-2, Heavy Industrial. The location of the property is shown on the attached drawing.

This request will be considered by the Planning Commission on Thursday, May 10, 2018 and by the City Council on Monday, May 21, 2018. Both meetings begin at 7:00 p.m. in the Municipal Building Council Chambers located at 1001 Belgrade Avenue.

As an area property owner, you have the opportunity to comment on this request. You may send written comments by May 10, 2018 or appear at either or both meetings.

Sincerely,

THE CITY OF NORTH MANKATO

Mike Fischer
Community Development Director

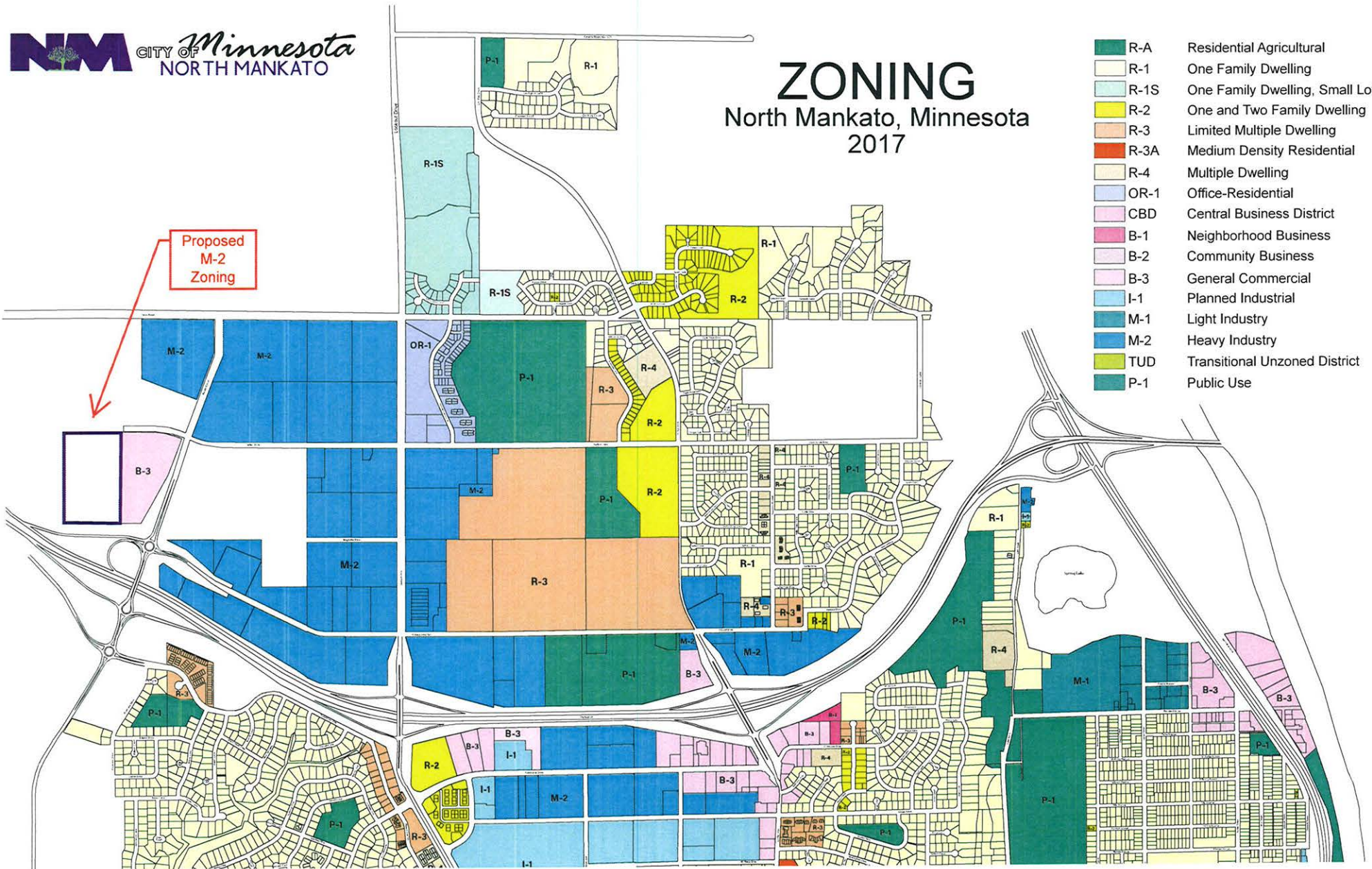


ZONING

North Mankato, Minnesota
2017

R-A	Residential Agricultural
R-1	One Family Dwelling
R-1S	One Family Dwelling, Small Lot
R-2	One and Two Family Dwelling
R-3	Limited Multiple Dwelling
R-3A	Medium Density Residential
R-4	Multiple Dwelling
OR-1	Office-Residential
CBD	Central Business District
B-1	Neighborhood Business
B-2	Community Business
B-3	General Commercial
I-1	Planned Industrial
M-1	Light Industry
M-2	Heavy Industry
TUD	Transitional Unzoned District
P-1	Public Use

Proposed
M-2
Zoning



Z-2-18

Burnett Land Company
53042 Rockford Road
North Mankato, MN 56003

HH Partnership
23640 Trails End Lane
Cleveland, MN 56017

Mayo Clinic Health Systems
1025 Marsh Street
Mankato, MN 56001

Application for
REZONING

Pursuant to Chapter 156 of the North Mankato City Code, application is hereby made to amend the City of North Mankato Zoning Map as described herein.

LEGAL DESCRIPTION OF PROPERTY:

Lot # 1 Block # 1
 Subdivision Harrison Truck Center Subdivision Address _____

APPLICANT:

Name Harrison Truck Center Address 2911 Willow Creek Court Phone 641-357-7446
Clear Lake, IA 50428

PROPERTY OWNER (If Other Than Applicant):

Name _____ Address _____ Phone _____

CURRENT ZONING: Ag CURRENT USE OF PROPERTY: Ag

PROPOSED ZONING: M-2, Heavy Industrial

REASON ZONING CHANGE NEEDED: Accommodate Industrial Development

REQUEST PREVIOUSLY CONSIDERED? Yes _____ No X If Yes, date _____

Comments:SUPPORTING DOCUMENTS:

	Required	Attached		Required	Attached
Plot Plan	_____	_____	Comment Letters	_____	_____
Floor Plan	_____	_____	Performance Test	_____	_____
Landscaping Plan	_____	_____	Petition	_____	_____
Parking/Loading Plan	_____	_____	Development Schedule	_____	_____
Survey	_____	_____	Proposed Regulations	_____	_____
Other _____	_____	_____			

FEES: Application Fee \$ 335.00

Notice Charge # 3 @ \$ 2.00 = \$ 6.00

Total Fee \$ 341.00 Receipt # _____

I hereby certify that the information both described in and attached to this application is correct and true.

Signature of Applicant _____ Date _____

Pursuant to the requirements of Chapter 156 of the North Mankato City Code, this application was received by me or my duly designated representative on April 30, 2018, and I hereby certify that this application meets all the necessary application requirements.

Signature of Zoning Administrator _____ Date _____

PLANNING COMMISSION ACTION: Date May 10, 2018

_____ Approved Additional Conditions:

_____ Denied Reason:

CITY COUNCIL ACTION: Date May 21, 2018

_____ Approved Additional Conditions:

_____ Denied Reason:

OTHER COMMENTS

STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF NORTH MANKATO)

I, the undersigned, being the duly qualified and acting City Clerk of the City of North Mankato, Minnesota, hereby certify that I have carefully compared the attached variance approved by the City of North Mankato with the original thereof on file and of record in my office, and that the same is a full, true and completed copy of said original.

WITNESS my hand and the official seal of said City of North Mankato this _____ day of _____, 20____.

City Clerk, City of North Mankato

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9B	Department: Community Dev.	Council Meeting Date: 5/21/18																											
TITLE OF ISSUE: Consider Preliminary & Final Plat of Harrison Truck Center Subdivision.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the Planning Commission Report.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Consider Planning Commission Recommendations.																													
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>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<div style="text-align: center;">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>Report</u> _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																												
_____	_____	Steiner																											
_____	_____	Norland																											
_____	_____	Freyberg																											
_____	_____	Whitlock																											
_____	_____	Dehen																											
Resolution	Ordinance	Contract	Minutes	Map																									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
<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: _____																												

PRELIMINARY & FINAL PLAT OF HARRISION TRUCK CENTER
SUBDIVISION

A REQUEST FROM HARRISION TRUCK CENTERS

THE CITY OF NORTH MANKATO

SUBJECT: Preliminary & Final Plat of Harrison Truck Center
Subdivision

APPLICANT: Harrison Truck Center

LOCATION: Part of Section 4-108-27W

EXISTING ZONING: AG (proposed M-2)

DATE OF HEARING: May 10, 2018

DATE OF REPORT: May 3, 2018

REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request for preliminary and final plat consideration of Harrison Truck Center Subdivision

COMMENT

The applicants have recently annexed 20.75 acres of land into the City limits to accommodate the development of a truck center. As part of the development process, it is necessary to formally plat the property. Attached as Exhibit A is the preliminary plat of Harrison Truck Center Subdivision. The plat consists of one 19.54 acre lot and the dedication of Carlson Drive right-of-way. Future access to the site will come from Carlson Drive, not Highway 14. The final plat is shown on Exhibit B. According to the applicant, construction of a new truck center on Lot 1 will likely occur in 2019.

RECOMMENDATION

Staff recommends approval of the preliminary & final plat of Harrison truck Center Subdivision.

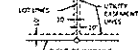
HARRISON TRUCK CENTER SUBDIVISION



LEGEND

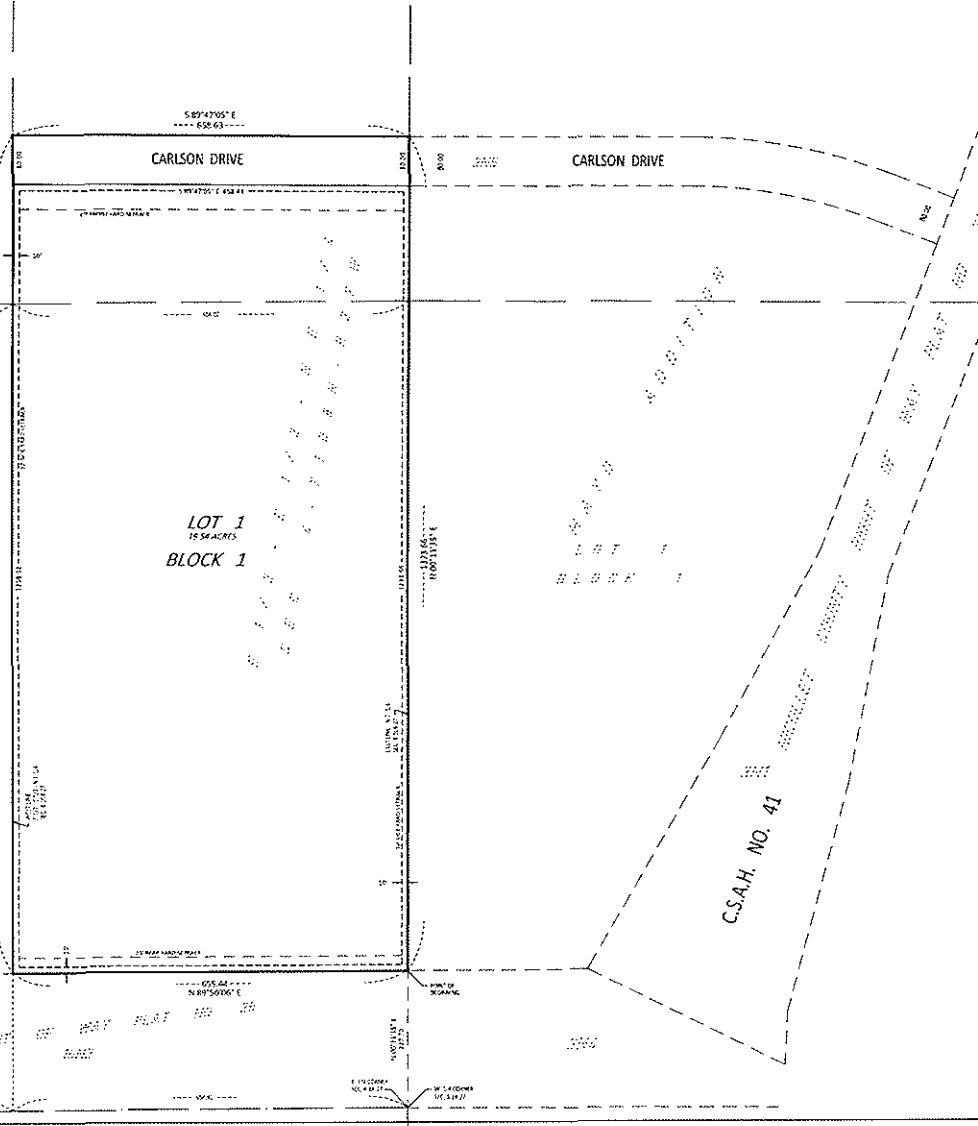
- 1/4" ALUMINUM MONUMENT SET
- 1/4" ALUMINUM MONUMENT SET
- MONUMENT FOUND

Horizontal Datum: NAD83 1996 County Coordinate System



BEING LEFT BY THE RIGHT OF WAY LINE
UTILITY EASEMENT
LOT LINES BEING LEFT BY THE
RIGHT OF WAY LINE
UTILITY EASEMENT
LOT LINES BEING LEFT BY THE
RIGHT OF WAY LINE
UTILITY EASEMENT

SCALE: 1" = 100'



UTILITY & SITE DATA

All zoning, setbacks, and Flood Zone information was obtained from the City of North Mankato Code. For detailed zoning information and specific interpretation of code requirements, contact the City of North Mankato.

ZONING

Subject property - M-2, Heavy Industrial District

SETBACKS:

Front	40 feet (plus 2 feet setback for every 1 foot of building height exceeding 45 feet)
Parking Areas	10 feet
Side	10 feet (plus 2 feet setback for every 1 foot of building height exceeding 45 feet)
Parking Areas	10 feet
Rear	25 feet (plus 2 feet setback for every 1 foot of building height exceeding 45 feet)
Parking Areas	10 feet

Lot Area = no minimum requirements

Lot Depth (minimum) = no minimum requirements

Lot Width (minimum) = no minimum requirements

LEGAL DESCRIPTION

That part of the East Half of the East Half of the Northeast Quarter of Section 4, Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Commencing at the East Quarter corner of said Section 4, thence North 00 degrees 11 minutes 38 seconds East, (Minnesota County Coordinate System - Nicollet County Zone - using NAD83 - 1995) along the east line of the Northeast Quarter of said Section 4, the same being the west line of Parcel 1642 of Nicollet County Road 01 Way Plat No. 26, on to and of record with the Nicollet County Recorder, 227.70 feet to the northeast corner of said Parcel 1642, said point being the point of beginning, thence continuing North 00 degrees 11 minutes 38 seconds East, along the east line of the Northeast Quarter of said Section 4, a distance of 1373.66 feet to the northerly corner of Parcel 305 of said Right Of Way Plat, thence North 89 degrees 47 minutes 02 seconds West, along the westerly extension of the northerly line of said Parcel 305, a distance of 658.63 feet to the point of intersection with the west line of the East Half of the East Half of the Northeast Quarter of said Section 4, thence South 02 degrees 05 minutes 40 seconds West, along said west line, 1378.02 feet to the point of intersection with the north line of said Parcel 1642, thence North 89 degrees 50 minutes 06 seconds East, along said north line, 658.64 feet to the point of beginning. Contains 20.75 acres.

OWNERS/DEVELOPERS

BOD Properties, LLC (Harrison Truck Center)

LOT AREA

Block 1
Lot 1 13.54 ACRES (851,284 SQ FT.)

SURVEYOR'S CERTIFICATION

I hereby certify that this subdivision plat was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Michael J. Bolten
Michael J. Bolten
License Number 85568

PRELIMINARY PLAT NORTH MANKATO, MINNESOTA		PART OF THE E 1/2 - E 1/2 - NE 1/4 SEC. 4, T108N R27W
BOLTON & MENK 1462 PRIMA DRIVE MANKATO, MINNESOTA 56001 (507) 224-4372	FOR: HARRISON TRUCK CENTER BOD PROPERTIES, LLC	

EXHIBIT A

HARRISON TRUCK CENTER SUBDIVISION

HARRISON TRUCK CENTER SUBDIVISION

—

[illegible]

1000

This image shows a page from a manuscript, likely a liturgical book. It features several staves of musical notation, with a large, ornate initial 'D' at the bottom. The notation is written in a medieval script, and the page is decorated with red ink. The initial 'D' is particularly large and decorated with intricate patterns. The text on the page is written in a medieval script, and the overall appearance is that of a historical document.

100

1000

LOT 1
15 MAR 60
BLOCK 1

[illegible]

CHAPTER 6

HOT'S BAZILLUS OF THE TAIL

17. 12. 1974

1970

CSAH. NO

1

[illegible]

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9C	Department: Finance	Council Meeting Date: 5/21/18																											
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 project.																													
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <thead> <tr> <th style="text-align: center;">Aye</th> <th style="text-align: center;">Nay</th> <th></th> </tr> </thead> <tbody> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Steiner</td></tr> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Norland</td></tr> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Freyberg</td></tr> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Whitlock</td></tr> <tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Dehen</td></tr> </tbody> </table> </div>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; text-align: center;"> <tr> <td>Resolution</td> <td>Ordinance</td> <td>Contract</td> <td>Minutes</td> <td>Map</td> </tr> <tr> <td><input style="width: 50px; height: 20px;" type="checkbox"/></td> <td><input style="width: 50px; height: 20px;" type="checkbox"/></td> <td><input style="width: 50px; height: 20px;" type="checkbox"/></td> <td><input style="width: 50px; height: 20px;" type="checkbox"/></td> <td><input style="width: 50px; height: 20px;" type="checkbox"/></td> </tr> </table> <div style="margin-top: 5px;"> Other (specify) <u> Memo </u> </div> <div style="border-bottom: 1px solid black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-top: 5px;"></div>	Resolution	Ordinance	Contract	Minutes	Map	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>
Aye	Nay																												
_____	_____	Steiner																											
_____	_____	Norland																											
_____	_____	Freyberg																											
_____	_____	Whitlock																											
_____	_____	Dehen																											
Resolution	Ordinance	Contract	Minutes	Map																									
<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>	<input style="width: 50px; height: 20px;" type="checkbox"/>																									
<div style="margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> Workshop </div> <div style="margin-bottom: 10px;"> <input checked="" style="width: 40px; height: 20px;" type="checkbox"/> Regular Meeting </div> <div> <input style="width: 40px; height: 20px;" type="checkbox"/> Special Meeting </div>	<div style="margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> Refer to: _____ </div> <div style="margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> Table until: _____ </div> <div> <input style="width: 40px; height: 20px;" type="checkbox"/> Other: _____ </div>																												



City of North Mankato, Minnesota

To: John Harrenstein, City Administrator
From: Kevin McCann, Finance Director
Date: May 17, 2018
Re: 2019-2028 CIP Planning Discussion

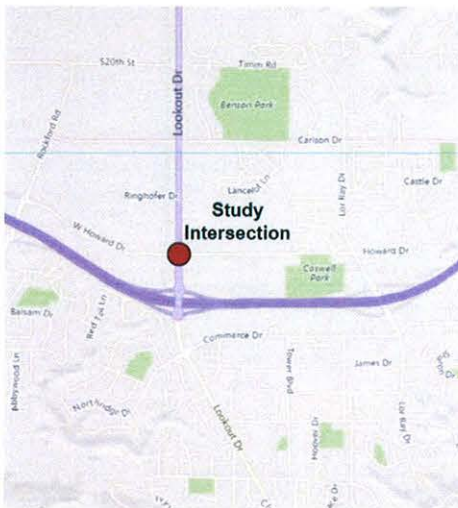
Overview

This memo is a continuation of the ongoing 2019-2028 CIP Planning Process. We will continue to discuss 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, the focus will be on projects that have been identified for construction, but funding has not been identified.

Intersection Improvements

As part of the Mankato/North Mankato Area Planning Organization, intersection control evaluations were conducted on some of the busiest intersections in town of by SRF Consulting Group in 2016 and 2017. The study reviewed the existing conditions, crash data, projected future conditions, traffic volumes, analysis of turning movements, and compared these variables to various alternatives for traffic safety, movement, and costs while considering the impacts to rights-of-way, transportations systems, pedestrian and cyclists, and local acceptance for the following intersections:

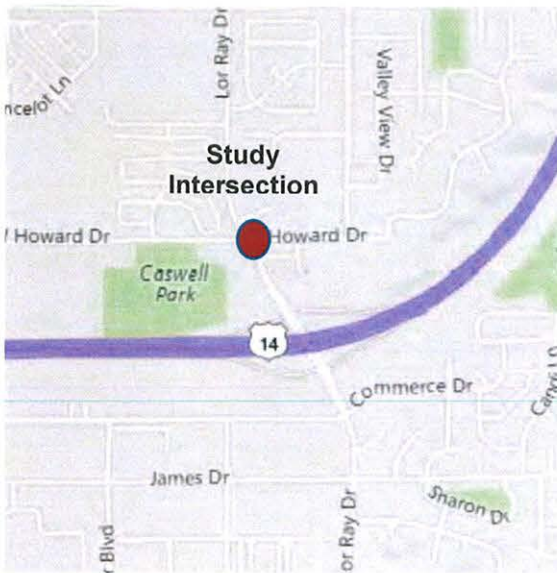
- **Lookout Dr. at Howard Dr.**



- **Lor Ray Dr. and Carlson Dr./Countryside Dr.**



- **Lor Ray Dr. and Howard Dr.**



Scope of Work

Each intersection is faced with challenges to meet the safety, traffic flow, and ease goals. As part of the study, roundabouts have been recommended for each intersection. The biggest challenge intersection will be at the Lookout Dr. and Howard Dr. intersection where the easternmost parking lot access for UPS is proposed to be closed. The layouts for each intersection are as follows:

- Lookout Dr. at Howard Dr.



- Lor Ray Dr. and Carlson Dr./Countryside Dr.



- Lor Ray Dr. and Howard Dr.



Current Project Estimates

Lookout Dr. at Howard Dr.	\$1,383,575
Lor Ray Dr. and Carlson Dr./Countryside Dr.	\$ 678,161
Lor Ray Dr. and Howard Dr.	\$1,638,164
TOTAL	\$3,699,900

Consideration

These projects have been identified to improve the safety, traffic flow, and ease for these intersection, but the dollar amounts warrant significant debt financing in order to complete. It is also worth timing these projects for completion when the adjacent roads are slated for reconstruction. It is with this timing that economies of scale could be achieved for each project. Since the adjacent reconstruction projects are several years out, it is recommended to place these projects toward the end of the CIP.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #9D	Department: Finance	Council Meeting Date: 5/21/18																												
TITLE OF ISSUE: Review the Economic Development Chapter of the Commerce Drive Redevelopment Plan.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The City has contracted with Bolton & Menk to Prepare a Commerce Drive Redevelopment Plan. The City Council will review and comment on all of the Chapters.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Review and Comment on Commerce Drive Economic Development Chapter.																														
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>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<div style="text-align: center;">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>Economic Development</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																													
_____	_____	Steiner																												
_____	_____	Norland																												
_____	_____	Freyberg																												
_____	_____	Whitlock																												
_____	_____	Dehen																												
Resolution	Ordinance	Contract	Minutes	Map																										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
<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: _____																													

I. ECONOMIC DEVELOPMENT

A. Existing Conditions

Commerce Drive contains a mix of retail, industrial, institutional and housing land uses that together provide various services, living and job opportunities for area residents. Participants in the visioning process had much to say about the economic future of Commerce Drive. The groups understand that these uses have a place on Commerce Drive and should work together to achieve a shared vision for the future of the corridor. **Figure 19** illustrates Economic Development considerations for Commerce Drive.

1. Previous Studies Overview

Several documents have been completed which provide some direction for Economic Development needs on and around Commerce Drive.

City of North Mankato Comprehensive Plan (2015)

The Comprehensive Plan states the City strives to attract and retain jobs. In 2015, there was one job for every two residents. The Plan identifies the Northport Industrial Park as the place where the majority of future economic development will occur with a mix of industrial and commercial uses bringing in a variety of jobs to the area.

Caswell Sports Operations Review and Economic Impact Analysis (2016)

The 2016 *Caswell Sports Operations Review and Economic Impact Analysis* provides information on the number of annual visitors to events at the facility, a map of the Caswell Sports Future Master Plan depicting proposed future indoor recreational facilities in the area, and existing and planned pedestrian connections such as a pedestrian bridge connection over TH 14. Annual visitor tallies among the Caswell Sports facilities from 2013 to 2016 show marked increases from 29,353 in 2013 to 66,204 in 2016. Visitor numbers increased rapidly with the addition of the Caswell North Soccer Complex and are projected to continue that trend. Increased visitors to the Caswell Sports Complexes could mean increased visitors to Commerce Drive businesses.

2. Market Area Analysis

a) Jobs

A major goal for the City of North Mankato is attracting and retaining jobs. This is especially true for the Commerce Drive area which serves as a major business district and employment center for the City. To gain an understanding of what Commerce Drive could be in the future, it is crucial to understand its current economic state and the issues and opportunities that exist.

Upper North Mankato - Business Summary			
Description	Commerce Drive	Upper North Mankato	North Mankato
Total Businesses	45	277	437
Total Employees	1,741	6,137	7,318
Total Residential Population	40	9,660	13,864
Employee/Residential Pop. Ratio (per 100 Residents)	N/A	64	53

Table 3. Business Summaries for Commerce Drive, Upper North, and North Mankato City. Source: Esri Business Analyst.

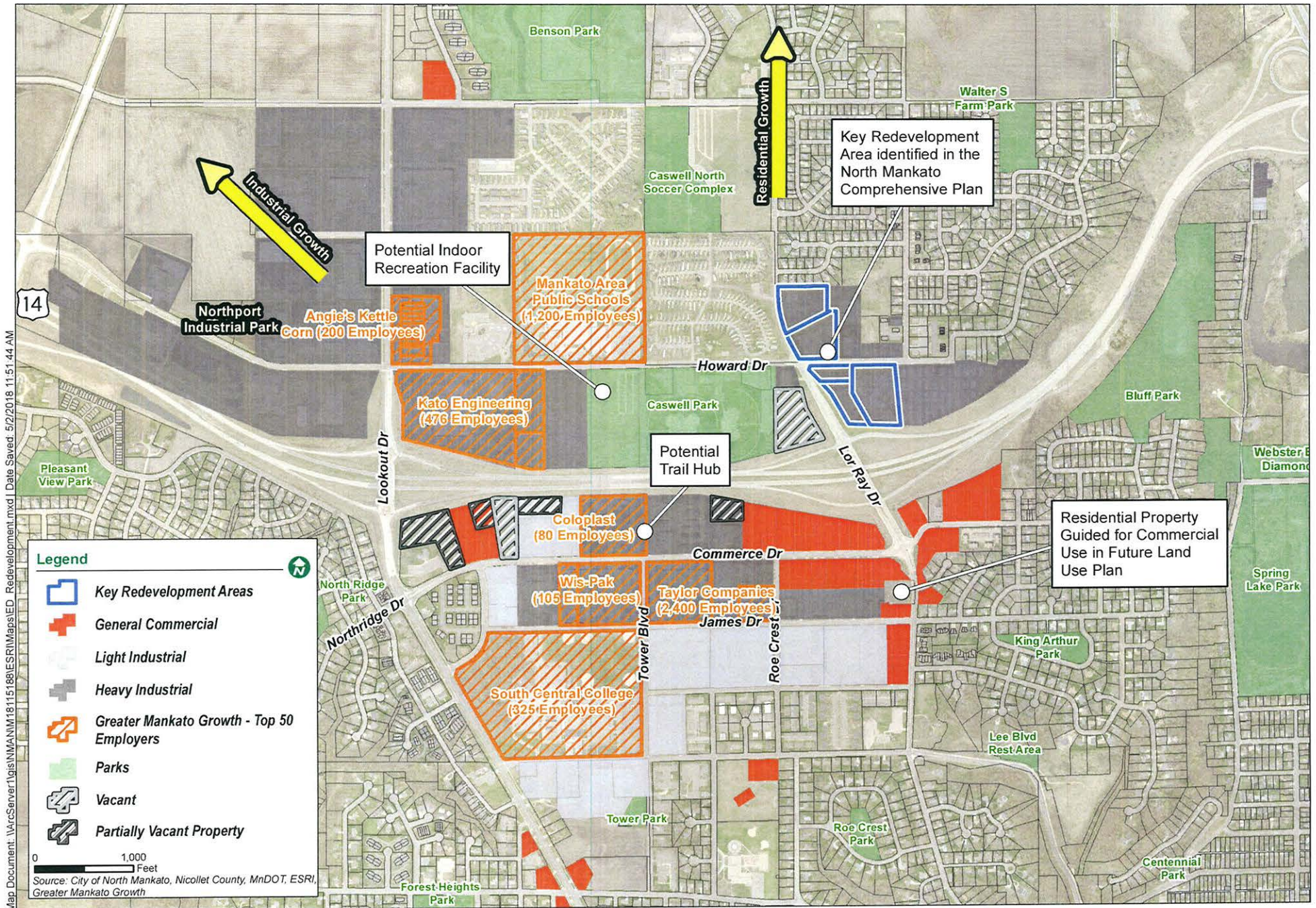


Table 3 shows a summary of businesses in relation to population. According to this data from Esri Business Analyst, businesses on Commerce Drive employ nearly 24% of North Mankato's workforce.

The Greater Mankato area is growing rapidly with several major employers, growing industries, and a healthy workforce. Upper North Mankato is one growing area and Commerce Drive is an important facet of that growth. Industry in Upper North Mankato was inventoried to gain an understanding of the number of businesses and employees working there.

Table 4 identifies the distribution of businesses and jobs based on the North American Industrial Classification System (NAICS) of industries. The area is strongest in Manufacturing, making up nearly 47% of employment in Upper North Mankato. The Taylor Companies provide the majority of these jobs with nearly 2,400 jobs. The area is strong in other sectors including Retail Trade, Information, and Education, Healthcare, and Social Assistance.

Industry	Number of Businesses	%	Number of Employees	%
Agriculture, forestry, fishing, etc.	1	0.4%	3	0.0%
Utilities	3	1.1%	26	0.4%
Construction	13	4.6%	34	0.6%
Manufacturing	24	8.6%	2,872	46.8%
Wholesale Trade	12	4.3%	202	3.3%
Retail Trade	32	11.4%	382	6.2%
Transportation and warehousing	4	1.4%	77	1.3%
Information	16	5.7%	510	8.3%
Finance, insurance, real estate	37	13.2%	189	3.1%
Professional, scientific, management, administrative, and waste	27	9.6%	450	7.3%
Education, health care, and social assistance	44	15.7%	833	13.6%
Arts, entertainment, recreation, accommodation, and food	15	5.4%	233	3.8%
Other, except public administration	33	11.8%	196	3.2%
Public Administration	9	3.2%	130	2.1%
Unclassified Establishments	10	3.6%	0	0.0%

Table 4. Employment by Industry in Upper North Mankato based on the NAICS.

Source: Esri Business Analyst.

b) Top Employers

Greater Mankato Growth maintains a list of the top 50 employers in the Greater Mankato area (**Table 5**). Seven of these employers are located on, or in close proximity to, Commerce Drive. Taylor Companies, Coloplast, and Wis-Pak all are served directly by Commerce Drive, reinforcing the importance of Commerce Drive to these industries. Other nearby major employers bring more workers to the area. These workers may choose to reside in the area surrounding Commerce Drive or simply use the services on the corridor as they commute to and from work.

Areas such as the Northport Industrial Park have experienced major growth and continued growth is expected, increasing the number of people to the area.

Employer	Employees	Employer	Employees
Taylor Companies	2400	AgStar	207
Mayo Clinic Health System	1,830	Angie's BOOMCHICKAPOP	200
Minnesota State University, Mankato	1,700	Johnson Outdoors Marine Electronics Inc.	200
Mankato Area Public Schools	1,200	Harry Meyering Center Inc.	182
MRCI	1,200	Alumacraft Boat Co	180
Saint Peter Regional Treatment	830	Schwicker's	165
Cambria	805	Truck Bodies and Equipment Int'l.	150
Gustavus Adolphus College	675	Ridley, Inc.	145
Monarch Healthcare	656	AEP Industries	142
Le Sueur Incorporated	640	Archer Daniels Midland	128
Mankato Clinic	639	Maple River School District	127
Verizon Wireless	540	Southern Minn. Construction Co.	119
Wal-Mart Distribution Center	525	Crown Beverage Packaging	109
Kato Engineering/Nidec	476	Minnesota Valley Health Center	109
Blue Earth County	415	Wis-Pak of Mankato	105
Davisco Foods International, Inc.	344	City of Saint Peter	101
MTU Onsite Energy	342	Associated Finishing, Inc.	98
Coughlan Companies	337	Xcel Energy	92
South Central College	325	Bolton-Menk	90
MICO Inc.	310	I+S Group	88
Consolidated Communications (formerly Enventis)	290	The Free Press Media	82
El Microcircuits	275	Coloplast	80
City of Mankato	271	Eide Bailly	76
MEI	237	AmeriPride Linen and Apparel Services	72
CHS, Inc.	225	CAB Construction	70

Table 5. Top 50 Employers in the Greater Mankato Area based on Data from Greater Mankato Growth. Those highlighted on the list are located along or in close proximity to Commerce Drive.

c) Market Area Profile

While the industrial presence seems strong in the area, participants in the visioning process perceived the commercial presence to be lacking, having potential to be much more. They asked the following questions about businesses on Commerce Drive:

- (1) Why isn't retail thriving on the corridor?
- (2) What's missing?
- (3) Is there a recipe for the right business combinations?

A retail market profile was completed using Esri Business Analyst which provides an understanding of leakage and surplus factors by industry within 5, 10, and 20-minute drive times from Commerce Drive (**Figure 20**). This measures the proportion of spending that leaves the area (leakage) versus the amount of additional spending attracted from outside the area (surplus).

Market Area Demographics

The population is anticipated to grow in each of the market area drive time zones. While the 10 and 20-minute drive time zones are anticipated to experience greater population

Demographic*	5 Minute Drive Time			10 Minute Drive Time			20 Minute Drive Time		
	2017	2022	Growth	2017	2022	Growth	2017	2022	Growth
Population	9,334	9,572	2.5%	37,025	38,204	3.2%	89,382	92,757	3.8%
Population 18+	7,231	7,380	2.1%	29,924	30,701	2.6%	72,193	74,486	3.2%
Households	3,890	4,004	2.9%	15,763	16,323	3.6%	34,075	35,513	4.2%
Median Household Income	64,856	74,833	15.4%	52,484	55,917	6.5%	54,154	58,644	8.3%

Table 6. 5, 10, and 20-Minute Drive Time Market Area Demographics. Source: Esri's Business Analyst.

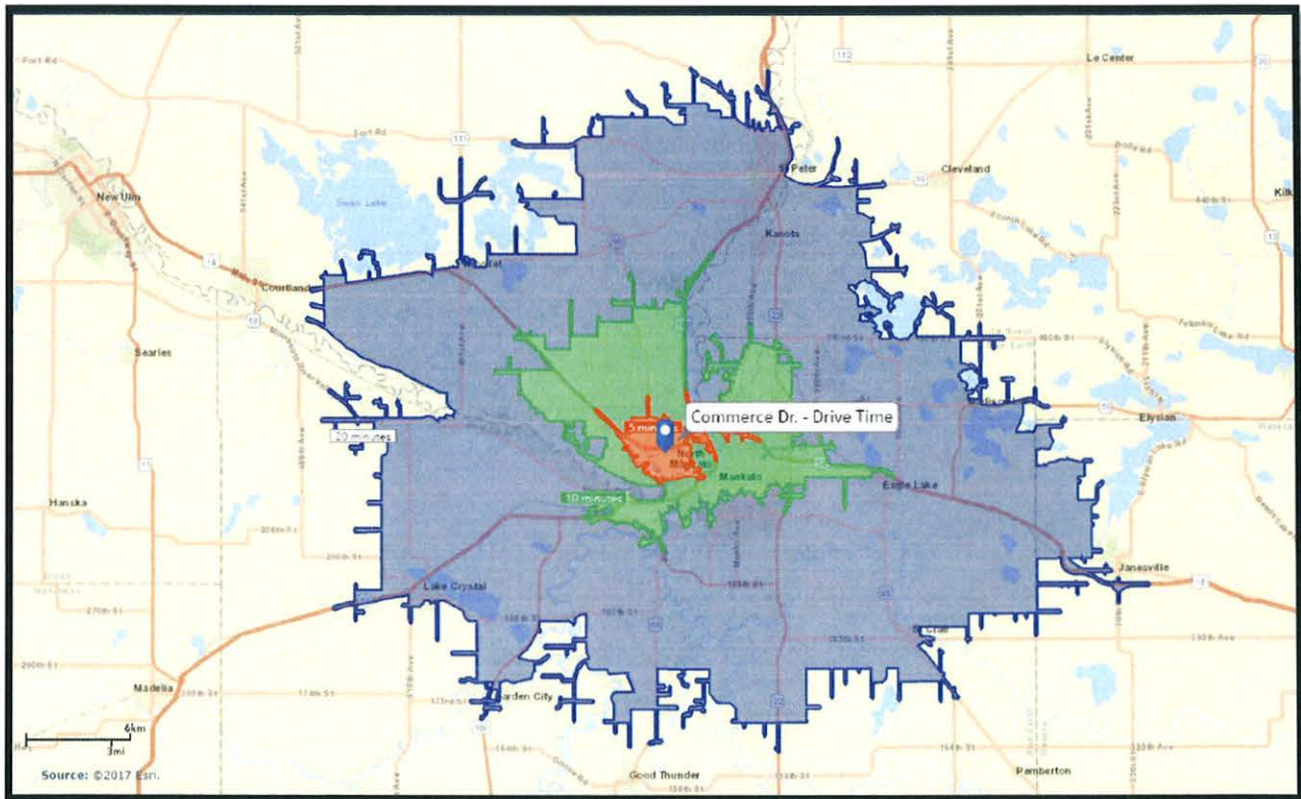


Figure 20. 5-, 10-, and 20-minute drive times from Commerce Drive. Source: Esri Business Analyst.

growth rates, the 5-minute drive time zone is anticipated to have the greatest increases in median household income. This indicates anticipated increases in spending power among those living in this zone. **Table 6** identifies market area demographics in 5, 10, and 20-minute drive times.

Market Leakage Analysis

In a market leakage analysis, a numeric value (-100 to 100) is calculated and assigned to subsectors of the commercial industry. The leakage/surplus factor represents a potential retail opportunity; a negative value represents a surplus or excess supply of a business type and a positive number represents “leakage” or excess demand of a business type. A value of +100 represents a total leakage where 100 percent of that type of commerce happens outside of the defined area. The negative values in the figures depict sectors which the area has an excess supply. The positive values found on the right half of the charts depict a market leakage, or excess demand for commercial services where residents are required to leave the area to meet their commercial needs and desires.

A marked difference is noticeable between surplus and leakage within a 5-minute and 10-minute drive time. **Figure 20** illustrates business supply and demand within a 5-minute drive and **Figure 21** illustrates business supply and demand within a 10-minute drive.

This analysis shows a heavy leakage factor within a 5-minute drive suggesting residents drive further to access some services. Most business types can be accessed within a 10-minute drive largely due to the nearby Mankato Hilltop area and other commercial business districts. A surplus can be expected for the metro area as a whole, since it serves not only locals but people who travel in from surrounding rural areas and small towns to shop. Studies of similarly sized communities show that the effective trade radius may be much bigger as a result, since people in rural areas will often travel 20+ miles to a shopping destination.

Leakage/Surplus Factor by Industry Group



Figure 20. Commercial Supply and Demand by Industry Group within a 5-Minute Drive from Commerce Drive. Source: Esri Business Analyst.

Leakage/Surplus Factor by Industry Group



Figure 21. Commercial Supply and Demand by Industry Group within a 10-Minute Drive from Commerce Drive. Source: Esri Business Analyst.

That said, the current role of Commerce Drive is more about local convenience shopping rather than a regional shopping destination.

One thing to note is the consistent leakage of specialty food stores in both the 5-minute and 10-minute drive times. A food co-op or grocery store was on top of the list of desired business on Commerce Drive based on feedback solicited from participants in the visioning process. A full report providing retail market potential and a retail marketplace profile are located in **Appendix B**.

B. Future Market Potential

There is a desire to make Commerce Drive more of a destination with unique and diverse businesses. Participants would like to see properties used to full potential; this includes developing vacant lots and redeveloping underutilized properties to increase the number and variety of businesses.

Participants identify Commerce Drive as a place to access services, filling a gap where the alternative is to travel to Mankato for daily needs. The following business types were suggestions from the groups regarding what would enhance the retail environment of Commerce Drive:

- Food Co-op or Grocery Store
- Coffee Shop
- “Sit-down” Restaurant
- Wine Shop
- Hotel

The future of Commerce Drive has implications not only for the area immediately surrounding the corridor, but for the entire City of North Mankato and anyone using services or recreation in close proximity. The following provides an understanding of economic development opportunities as well as redevelopment opportunities that could better utilize properties, add new businesses, and assist with branding Commerce Drive as a destination in the future.

1. Enhance the Business Environment

There is a strong mix of businesses on Commerce Drive today, however, visioning participants suggested that there is room for improvement. They would like to see more niche or “craft” businesses developed on the corridor.

Most agreed that a strong business partnership is necessary to achieve the envisioned business mix and increase the attraction for customers. The establishment of a business association was discussed and supported among stakeholders. This could unify businesses on the corridor and provide avenues for:

- Obtaining grant money for physical improvements to businesses
- Promoting and coordinating events to create draw people to the corridor
- Supporting the joint branding and promotion of Commerce Drive as a shopping district.

2. Establish Commerce Drive as a Destination

Establishing Commerce Drive as a destination is desired by all who attended the visioning process and remains a goal for the City of North Mankato. Enhancing the business presence in the area and establishing an association are key steps in attracting more visitors to the area.

Redevelopment initiatives discussed below provide avenues for this. Enhanced area design through streetscaping, area branding, and building improvements would also contribute to visitor draw.

3. Redevelopment on Commerce Drive

Commerce Drive is mostly developed offering limited opportunities for new development. Currently, one vacant property exists adjacent to Commerce Drive Dental on the north side of

Commerce Drive. This lot is guided for Commercial/Industrial Mixed-Use on the Future Land Use Plan. During the visioning process, participants commented that several developed parcels are not fully utilized, containing vacant land that could be suitable to accommodate other businesses if subdivided. Similarly, some properties contain buildings with redevelopment opportunities by the public and stakeholders along the corridor.

As mentioned in Section II – Housing, stakeholders, citizens, and City staff have expressed a desire to see mixed-use buildings constructed on newly developed and redeveloped properties. This would include two- or three-story buildings with ground floor commercial and office or residential space on upper floors. This would open up opportunities for new businesses and provide residential options on Commerce.

Public-private partnerships may be a necessary approach to redevelopment on the corridor in order to:

- Understand opportunities for redevelopment that may result from discussion with business/property owners who may be willing to relocate to accommodate mixed use redevelopment.
- Understand property owner willingness to redevelop existing properties or sell portions of underutilized properties to open up opportunities to accommodate new development.
- Fill vacant lots with mixed use development containing newly developed businesses.

4. Other Redevelopment Opportunities

There are redevelopment opportunities in close proximity to Commerce Drive that, if developed, could contribute to the corridor's draw.

Residence South of Walgreens

The residence on the west side of Lor Ray Drive, south of Walgreens is currently zoned B-3 General Commercial. Similar to the Lor Ray Drive/Howard Drive intersection, the City will likely consider redeveloping the site to accommodate commercial uses if the property owner is prepared to sell or redevelop the site.

Caswell Sports Complex

Indoor recreation facilities are being evaluated for the vacant property adjacent to the existing Caswell Park softball fields, north of Fallenstein Field. If developed, this property would increase the draw of visitors to the area.



Figure 21. Vacant Property adjacent to the Caswell Park Sports Complex being evaluated for Indoor Recreational Facilities.

C. Economic Development Goals, Objectives, and Policies

Goal 1. Expand the number and variety of businesses on Commerce Drive

Objective 1.1: Identify and support opportunities for the corridor to attract more businesses and strengthen and unify existing businesses.

Policy 1.1.1: Work to strengthen business relationships along the corridor and support collaboration around shared projects, events, and promotions.

Policy 1.1.2: Continue to maintain Commerce as an industrial jobs center for the region, while mitigating the impacts of related freight traffic on surrounding uses.

Objective 1.2: Establish Commerce Drive as a Destination

Policy 1.2.1: Invite businesses to locate on Commerce Drive that create a unique retail environment and fill gaps identified through the market analysis and visioning processes.

Objective 1.3: Explore opportunities for new development and redevelopment on and around Commerce Drive.

Policy 1.3.1: Foster private investment and economic activity without compromising community objectives to maintain and enhance North Mankato's environment.

Policy 1.3.2: Encourage and facilitate redevelopment of underutilized or distressed properties into viable mixed-use developments by working with property owners and interested developers.