Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on July 15, 2019. Acting Mayor Steiner 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: Council Members Whitlock, Steiner, Norland, and Oachs, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, Community Development Director Fischer, Public Works Director Host, and City Clerk Van Genderen. Absent: Mayor Dehen.

#### Approval of Agenda

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

#### Approval of Council Meeting Minutes July 1, 2019

Council Member Norland moved, seconded by Council Member Whitlock, to approve the minutes of the Council meeting of July 1, 2019. Vote on the motion: Whitlock, Steiner, Norland, and Oachs aye; no nays. Motion carried.

#### Consent Agenda

Council Member Whitlock moved, seconded by Council Member Norland, to approve the Consent Agenda.

- A. Bills and Appropriations.
- B. Res. No. 54-19 Approving Donations/Contributions/Grants.
- C. Approved Audio Permits for the Circle Inn, 232 Belgrade Avenue on July 17, 18, 19, 20, 24, 26, and 31st.
- D. Approved Audio Permit for Stacy Jackson at 2149 Snowbird Lane on July 16, 2019, from 7:00 p.m. to 10:00 p.m.
- E. Approved Audio Permit for Mankato RiverBlenders Chorus at Spring Lake Shelter #1 on July 16, 2019, from 7:00 p.m. to 9:00 p.m.
- F. Res. No. 55-19 Setting Permit Application Fee for Small Cell Wireless Equipment.
- G. Approved Parade and Park Permits for Mount Olive Lutheran School on September 27, 2019, from 8:00 a.m. to 2:00 p.m.

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

#### Public Comments Concerning Business Items on the Agenda

None.

#### **Business Items**

None.

#### **Open Forum**

Tom Hagen, 927 Lake Street, appeared before Council and requested the City consider a historic preservation committee.

Phil Henry, 1300 Noretta Drive, suggested swamp white oak trees for placement in front of City Hall and mentioned the City should try to locate the gentleman with whom he took the Historic Bus Tour with to have him share some of his stories.

Barb Church, 102 Wheeler Avenue, appeared before Council and questioned if the City had plans to manage the organic recycling. Public Works Director Host reported Waste Management had continued the Cities service and there has not been a disruption in services.

Kim Henrickson, 1705 Lee Blvd, appeared before Council and reported the next Farmers' Market week, July 22-29<sup>th</sup>, would focus on Environmental Awareness and requested the City announce the week as Environmental Awareness week. Acting Mayor Billy Steiner proclaimed the week of July 22-29, 2019 as Environmental Awareness week in North Mankato.

#### **City Administrator and Staff Comments**

City Administrator Harrenstein stated the City had had a terrific two weeks with the historic tours, Aussie Peppers youth softball, Fun Days, the Fun Days Parade and the coronation of Miss Fun Days. He thanked the Park Department for their work in Benson and Bluff Park; both parks have beautiful prairies. He thanked the street department for their work patching.

Public Works Director Host reported the swim facility grand opening should be soon. He also reported the Commerce Drive project is moving quickly.

Attorney Kennedy reported several nuisance properties would be coming before City Council for abatement.

#### **Mayor and Council Comments**

Council Member Oachs reported 2019s Miss Fun Days is Rachel Kohlmeyer. She thanked the staff and the Police and Reserve for their work during Fun Days.

Council Member Norland thanked City staff for their work on the historic programming and tours.

Council Member Steiner reported it was a great week.

Council Member Whitlock stated Blues on Belgrade would be held on July 27<sup>th</sup>. He indicated he would be participating on July 19<sup>th</sup> in the Blue Earth County Relay for Life as survivor of the year.

Council Member Whitlock reported North Mankato won the Fun Days Celebrity Horseshoe Tournament.

At 7:28 p.m. on a motion by Council Member Norland, seconded by Council Member Whitlock the Council Meeting was adjourned.

	Mayor	
City Clerk		

Pursuant to due call and notice thereof, a Council Work Session of the North Mankato City Council was held at 1001 Belgrade Avenue on July 22, 2019. Mayor Dehen called the meeting to order at noon. The following were present for roll call: Mayor Dehen, Council Members Norland, Oachs, Whitlock, and Mayor Dehen, City Administrator Harrenstein, Community Development Director Fischer, Finance Director McCann, Public Works Director Host, City Engineer Sarff, and City Clerk Van Genderen. Council Member Steiner arrived at 12:04 p.m.

#### Profinium's North Mankato Home Improvement Program

Community Development Director Fischer reported staff has been meeting with Profinium Bank concerning a Home Improvement Program. The loan program is a rehabilitation program that will offer loans from \$10,000 to \$75,000 for owner-occupied single-family homes built before 1995 with an Estimated Market Value under \$200,000. The loan terms would include an interest rate between 4.99% and 5.29% amortized over ten years. Types of improvements allowed include siding, roofing, windows, bathroom, and kitchen remodels, and heating and cooling units. Profinium will work with qualified applicants throughout the loan application process. The City would provide marketing and inspection services. Community Development Director Fischer stated if the Council is interested, staff would develop a Memorandum of Understanding to present at a future Council meeting. It was noted that Mankato recently began a similar program. Council Members expressed interest in the program and City staff reported they would develop a Memorandum of Understanding for presentation at a future Council Meeting.

#### The Landing Phase 4-Lexington Lane Extension

City Engineer Sarff reported KWS, LLC, the owners and developers of The Landing (Reserve) Subdivision had expressed interest in completing Phase 4 of the subdivision. Phase 4 would include the extension of Lexington Lane to Somerset Lane and possibly the construction of the cul-de-sac extending west from Lexington Lane. In 2007, with the construction of Phase 1, a regional sanitary sewer lift station was installed. The station was designed with the depth and capacity to serve the Reserve Subdivision, along with future development areas to the west, north, and east. A 12" trunk sanitary sewer was also constructed with Phase 1 infrastructure improvements. The trunk was constructed very deep such that future gravity service could be provided to the intended sanitary sewer service area. It will be necessary to extend the trunk sanitary sewer to a point north of Somerset Lane before the construction of Phase 4. City Engineer Sarff reviewed two options. Option 1 included the construction of the trunk sewer by open-cut methods along the Lexington Lane alignment. The estimated cost for Option 1 is \$279,000. Option 2 included the construction of the trunk sewer by directional drilling from Lexington Lane to the north side of Somerset Lane by directional drilling. The estimated cost for Option 2 is \$215,000. City Engineer Sarff reported the advantages and disadvantages of both options and reported the City and the developer recommended Option 1 because the sewer would be within the street right of way rather than an easement, and the option would not impact the subdivision lot layout for Phase 4. Discussion was held concerning the proposal and easements for similar projects. Mayor Dehen requested clarification on if the City could include a provision in the development agreement outlining the requirement for the sale of the lots, if the lots are not sold the developers would take on the City's debt for completion of the sewer line. City Administrator Harrenstein reported the development agreement could include provisions to protect the City's investment. Council Member Norland requested clarification on potential ravine erosion issues. City Engineer Sarff reported the holding pond at the Reserve was designed for all four phases of development.

#### **Tour of Judson Bottom Road**

The Work Session went mobile with Council Members, staff and reporters riding golf carts down to look at the rock slides on Judson Bottom Road. A review of several locations where slides occurred revealed rocks/boulders on the road with potential for additional sluffing. Public Works Director Host reported the rocks would potentially continue to occur due to the water in the sandstone along with the freeze-thaw cycle. Options were discussed concerning a netting system, removal of overhanging areas by equipment or dynamite. Discussion was held about discontinuing the use of the road for vehicles and using it more as a walking/biking trail. Continued discussion will be held.

Mayor	
1124y 01	

Mayor Dehen closed the Council Work Session at 1:00 p.m.

# Claims List - Regular By Vendor Name

Date Range: 8-5-19

City	οf	North	Mankato,	MN
CILY	UI	MOLLII	Malikato,	IVIIV

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Downant Amount	Nermalagu
Bank Code: APBNK-AI		rayment bate	#	Discount Amount	Payment Amount	Number
00006	A TOUCH OF MAGIC, INC.	07/12/2019	Regular	0	210.50	91318
00008	A+ SYSTEMS GROUP	08/05/2019	Regular	0	462.05	91395
00009	A-1 KEY CITY LOCKSMITHS, INC	07/17/2019	Regular	0	6.70	91328
00009	A-1 KEY CITY LOCKSMITHS, INC	07/24/2019	Regular	0	201.00	91346
00009	A-1 KEY CITY LOCKSMITHS, INC	08/05/2019	Regular	0	33.60	91396
00030	AHLMAN'S	07/24/2019	Regular	0	3,558.00	91347
03092	ARMITAGE, MIKE	07/29/2019	Regular	0	520.00	91368
03095	ARMITAGE, SHERRI	07/29/2019	Regular	0	520.00	91369
00113	BAKER & TAYLOR	08/05/2019	Regular	0	27.98	91397
03080	BASEMENT SOLUTIONS	08/05/2019	Regular	0	219.90	91398
03036	BELLISSIMO PAINT & COATINGS	08/05/2019	Regular	0	700.00	91399
00137	BENCO ELECTRIC COOPERATIVE	08/05/2019	Regular	0	4,973.60	91400
03058	BERENTSON, HELEN	07/16/2019	Regular	0	250.00	91323
00140	BERGERSON-CASWELL, INC.	07/24/2019	Regular	0	15,950.00	91348
03084	BIRKS, BARBARA	07/29/2019	Regular	0	480.00	91370
02169	BLUE LINE SHARPENING & SALES	08/05/2019	Regular	0	70.00	91401
00172	BOHRER, TOM	08/05/2019	Regular	0	465.24	91402
00194	BRICK HOUSE GRAPHICS	08/05/2019	Regular	0	250.00	91403
03089	CACKA, LORI	07/29/2019	Regular	0	320.00	91371
03091	CASEY, MICHAEL	07/29/2019	Regular	0	560.00	91372
00229	CASEY'S GENERAL STORES, INC.	07/17/2019	Regular	0	62.78	91329
00232	CEMSTONE CONCRETE MATERIALS, LLC	07/24/2019	Regular	0	573.50	91349
02757	CINTAS	08/05/2019	Regular	0	320.87	91404
00255	CITY OF MANKATO	08/05/2019	Regular	0	22,263.58	91405
00312	CULVER'S OF NORTH MANKATO	08/05/2019	Regular	0	456.00	91406
00315	CUSHMAN MOTOR CO., INC	08/05/2019	Regular	0	232.09	91407
00331	DE MARS CONSTRUCTION	08/05/2019	Regular	0	210,707.13	91408
00344	DIAMOND VOGEL PAINT CENTER	07/24/2019	Regular	0	2,053.29	91350
00344	DIAMOND VOGEL PAINT CENTER	08/05/2019	Regular	0	708.00	91409
03074	DICKINSON LLC	07/23/2019	Regular	0	13,000.00	91343
00364	DRUMMER'S GARDEN CENTER & FLORAL	07/24/2019	Regular	0	271.86	91351
00074	EARL F. ANDERSEN INC.	08/05/2019	Regular	0	372.90	91410
03082	ENTER, BRIAN	07/29/2019	Regular	0	560.00	91373
03093	ERICKSON, NICK	07/29/2019	Regular	0	560.00	91374
02380	EVERGREEN COMPANIES	08/05/2019	Regular	0	1,008.90	91411
00404	FASTENAL COMPANY	08/05/2019	Regular	0	9.35	91412
00409	FERGUSON ENTERPRISES, INC	08/05/2019	Regular	0	3,113.62	91413
00413	FIRE SAFETY USA, INC.	07/24/2019	Regular	0	96.50	91352
00413	FIRE SAFETY USA, INC.	08/05/2019	Regular	0	184.45	91414
00447	FREE PRESS	07/24/2019	Regular	0	1,027.44	91353
00447	FREE PRESS	08/05/2019	Regular	0	29.11	91415
03088	FRITZ, KATIE	07/29/2019	Regular	0	490.00	91375
02795	GAG SHEET METAL, INC	08/05/2019	Regular	0	11,800.00	91416
02891	GLOBAL SPECIALTY CONTRACTORS, INC.	08/05/2019	Regular	0	382,795.86	91417
00499	GRAINGER	08/05/2019	Regular	0	311.26	91418
02930	GSM PLUMBING AND DRAIN CLEANING	08/05/2019	Regular	0	13,473.03	91419
03078	HAHN, ADAM	07/25/2019	Regular	0	381.90	91363
03071	HALBROOK, LYNN	07/12/2019	Regular	0	350.00	91319
00534	HART'S AUTO SUPPLY	08/05/2019	Regular	0	211.00	91420
03087	HARVEY, KATHRYN	07/29/2019	Regular	0	480.00	91376
03077	HENKE, LEE	07/25/2019	Regular	0	500.00	91364
00563	HINIKER HOMES, INC.	07/29/2019	Regular	0	109,829.96	91377
03098	HOFTEIG, ANNA	08/05/2019	Regular	0	70.00	91421
02915	HOUSE OF HOPE, INC.	08/05/2019	Regular	0	750.00	91422
00595	HY-VEE, INC.	08/05/2019	Regular	0	678.64	91423
02429	J D TRUFFLES CATERING	08/05/2019	Regular	0	96.25	91424
00627	JACKSON-HIRSH, INC	08/05/2019	Regular	0	67.18	91425

03085	JONES, CHUCK	07/29/2019	Regular	0	480.00	91378
03099	JONES, DAVID	08/05/2019	Regular	0	248.60	91426
00664	JWP SCHOOLS	08/05/2019	Regular	0	370.00	91427
00681	KELLER, TOM	07/29/2019	Regular	0	599.00	91379
00690	KENNEDY & GRAVEN CHARTERED	08/05/2019	Regular	0	43.75	91428
00639	KIBBLE EQUIPMENT LLC	08/05/2019	Regular	0	458.85	91429
00731	LAGER'S OF MANKATO, INC.	07/24/2019	Regular	0	439.14	91354
00724 00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR LEAGUE OF MINNESOTA CITIES INSURANCE TR		Regular Regular	0	131,385.00 750.00	91355 91356
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR		Regular	0	5,000.00	91430
00769	LINDSAY WINDOW & DOOR, LLC	07/16/2019	Regular	0	9,818.02	91324
00772	LITTLE FALLS MACHINE, INC.	08/05/2019	Regular	0	838.13	91431
00723	LIP ENTERPRISES, INC	07/16/2019	Regular	0	35,756.18	91325
03097	LUX, ANNA	07/29/2019	Regular	0	599.00	91380
03070	LYNCH, MIKE	07/12/2019	Regular	0	500.00	91320
00800	MADDEN, GALANTER, HANSEN, LLP	08/05/2019	Regular	0	1,200.31	91432
03083	MAGARIAN, ADAM	07/29/2019	Regular	0	560.00	91381
00805	MAGFA	07/16/2019	Regular	0	534.82	91326
00812	MANKATO BEARING COMPANY	08/05/2019	Regular	0	202.65	91433
00819	MANKATO FORD, INC.	07/24/2019	Regular	0	135.74	91357
00828	MANKATO PEPPERS	07/23/2019	Regular	0	291.93	91344
00835 00846	MANKATO WEST ACTIVITIES DEPT	08/05/2019 08/05/2019	Regular Regular	0	400.00 11.81	91434 91435
00847	MATCO TOOLS MATHESON TRI-GAS, INC.	08/05/2019	Regular	0	398.44	91436
03090	MAURER, MARISSA	07/29/2019	Regular	0	520.00	91382
00875	METRO SALES, INC.	08/05/2019	Regular	0	120.00	91437
02892	MICHELS TRAILER SALES	08/05/2019	Regular	0	1,402.63	91438
00923	MINNESOTA DEPARTMENT OF LABOR & INDU!	07/17/2019	Regular	0	105.00	91331
03022	MINNESOTA PAVING & MATERIALS	08/05/2019	Regular	0	6,063.13	91439
00966	MINNESOTA PUBLIC FACILITIES AUTHORITY (P	07/24/2019	Regular	0	119,562.50	91358
00940	MINNESOTA RURAL WATER ASSOCIATION	08/05/2019	Regular	0	1,600.00	91440
02121	MN PIE	08/01/2019	Regular	0	180.00	91393
00971	MOCK'S COMPLETE LANDSCAPING	08/05/2019	Regular	0	23.17	91441
03043	NATE BOOTS	07/18/2019	Regular	0	400.00	91341
01055	NORTH MANKATO FIRE FIGHTERS	08/05/2019	Regular	0	6,944.50	91442
01071 02245	NUSS TRUCK & EQUIPMENT, INC. ONSITE	07/24/2019 08/05/2019	Regular Regular	0	112.50 3,046.00	91359 91443
01080	ORTHOPAEDIC & FRACTURE CLINIC PA	08/05/2019	Regular	0	1,100.00	91444
03094	PALMER, RACHEL	07/29/2019	Regular	0	400.00	91383
02658	PEARSON, DOUG	07/29/2019	Regular	0		91384
01106	PETTY CASH	07/17/2019	Regular	0	475.00	91333
01106	PETTY CASH	07/17/2019	Regular	0	3,000.00	91334
01106	PETTY CASH	08/01/2019	Regular	0	575.00	91394
01106	PETTY CASH	08/05/2019	Regular	O	112.55	91445
03096	PIEMEISL, WAYNE	07/29/2019	Regular	0	400.00	91385
01107	PINE PRODUCTS, INC.	08/05/2019	Regular	0	2,000.00	91446
02670	POHLMEIER, RICH	07/29/2019	Regular	0	599.00	91386
02660	POPP, RANDALL	07/29/2019	Regular	0	560.00	91389
01133 02195	POWERPLAN/RDO EQUIPMENT	08/05/2019 08/05/2019	Regular Regular	0	5.48 1,224.66	91447 91448
01161	PUB 500 QUALITY TREE SERVICE	08/05/2019	Regular	0	1,212.75	91449
03073	QUEST MARKETING, INC	08/05/2019	Regular	o	266.36	91450
03100	RADAMACHER, HOPE	08/05/2019	Regular	0	150.00	91451
01190	REINHART FOODSERVICE LLC	08/05/2019	Regular	0	1,103.71	91452
01233	SAFETY-KLEEN SYSTEMS, INC.	08/05/2019	Regular	0	6,286.00	91453
02834	SERVING ALCOHOL, INC.	08/05/2019	Regular	0	25.41	91454
03072	SOUTH POINT FINANCIAL CREDIT UNION	08/05/2019	Regular	О	2,813.00	91455
02296	ST. CLOUD STATE UNIVERSITY	07/25/2019	Regular	0	525.00	91366
02296	ST. CLOUD STATE UNIVERSITY	07/25/2019	Regular	0	1,300.00	91367
03086	STANTON, ERIC	07/29/2019	Regular	0	320.00	91390
02646	STEINER, BILLY	07/12/2019	Regular	0	500.00	91321
01352 01354	STREICHER'S, INC	08/05/2019	Regular	0	519.96	91456
03081	SUBURBAN TIRE WHOLESALE, INC. THOMAS, MAXWELL	07/24/2019 08/05/2019	Regular Regular	0	1,728.00 1,450.00	91360 91457
01402	TIRE ASSOCIATES	07/24/2019	Regular	0	679.23	91361
01402	TIRE ASSOCIATES	08/05/2019	Regular	0	1,365.88	91458
03035	TOW DISTRIBUTING CORPORATION	08/05/2019	Regular	o	112.20	91459

02536	USAQUATICS, INC.	07/17/2019	Regular	0	17,718.42	91335
01504	WATCH GUARD VIDEO	08/05/2019	Regular	0	205.00	91460
01513	WELLS FARGO	08/05/2019	Regular	0	979.00	91461
01523	WENZEL AUTO ELECTRIC CO	08/05/2019	Regular	0	444.12	91462
03066	WILLIAMS, STACEY	07/23/2019	Regular	0	30.01	91345
01568 01571	ZIEGLER, INC.	07/16/2019	Regular	0	41,417.29	91327
02033	ZOO MAN AMAZON.COM	07/12/2019	Regular Bank Draft	0	250.00	91322 DETCO033365
00101	AT&T MOBILITY	07/18/2019 07/16/2019	Bank Draft	0	26.96 28.48	DFT0003265 DFT0003249
00182	BOYER TRUCKS	07/10/2019	Bank Draft	0	1,756.75	DFT0003245
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	60.79	DFT0003271
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	56.07	DFT0003272
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	339.37	DFT0003273
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	1,487.36	DFT0003274
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	42.94	DFT0003275
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	37.66	DFT0003276
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	159.76	DFT0003277
02058	CONSOLIDATED COMMUNICATIONS	07/24/2019	Bank Draft	0	209.70	DFT0003278
00608 03075	INGRAM LIBRARY SERVICES	08/01/2019	Bank Draft	0	1,568.80	DFT0003293
00733	KENT PRECISION FOODS LAKES GAS CO #10	07/24/2019 07/16/2019	Bank Draft Bank Draft	0	284.08	DFT0003268
00857	MC GOWAN WATER CONDITIONING, INC.	07/10/2019	Bank Draft	0	132.50 33.28	DFT0003246 DFT0003269
01117	PLUNKETT'S PEST CONTROL, INC.	07/16/2019	Bank Draft	0	122.87	DFT0003205
01320	SPRING TOUCH LAWN SPECIALIST	07/16/2019	Bank Draft	0	40.99	DFT0003247
01322	SPRINT	07/24/2019	Bank Draft	0	36.06	DFT0003270
01335	STAPLES ADVANTAGE	07/16/2019	Bank Draft	0	489.70	DFT0003263
01335	STAPLES ADVANTAGE	07/18/2019	Bank Draft	0	122.30	DFT0003264
01470	VERIZON WIRELESS	07/16/2019	Bank Draft	0	30.36	DFT0003248
01525	WEST CENTRAL SANITATION, INC.	07/16/2019	Bank Draft	0	5,129.84	DFT0003244
00137	BENCO ELECTRIC COOPERATIVE	07/30/2019	Bank Draft	0	32,262.09	DFT0003281
00219	CARDMEMBER SERVICE	07/15/2019	Bank Draft	0	40,908.55	DFT0003243
00234 00234	CENTER POINT ENERGY	07/16/2019	Bank Draft	0	25.78	DFT0003251
02181	CENTER POINT ENERGY ETS CORPORATION	07/30/2019 07/16/2019	Bank Draft Bank Draft	0	2,455.44 300.00	DFT0003282
02003	MINNESOTA DEPT OF REVENUE	07/10/2019	Bank Draft	ő	12,891.00	DFT0003254 DFT0003242
02003	MINNESOTA DEPT OF REVENUE	07/18/2019	Bank Draft	o	7,682.80	DFT0003242
01477	VIKING ELECTRIC SUPPLY, INC.	07/16/2019	Bank Draft	0	2,532.08	DFT0003252
01477	VIKING ELECTRIC SUPPLY, INC.	07/19/2019	Bank Draft	0	2,701.57	DFT0003267
01477	VIKING ELECTRIC SUPPLY, INC.	07/24/2019	Bank Draft	0	603.86	DFT0003279
01557	XCEL ENERGY	07/16/2019	Bank Draft	0	199.53	DFT0003250
01557	XCEL ENERGY	07/30/2019	Bank Draft	0	24,704.73	
00551	A.H. HERMEL COMPANY	08/07/2019	EFT	0	2,302.30	
03016 00028	ACTIVE NETWORK	08/07/2019 08/07/2019	EFT	0	810.00	2019
02254	AFFORDABLE TOWING OF MANKATO, INC. ALBRIGHT LAWNS	08/07/2019	EFT EFT	0	40.00	2020
00063	AMERICAN PEST CONTROL	07/25/2019	EFT	0	475.00 65.00	2021 2007
00105	AUTO VALUE MANKATO	07/25/2019	EFT	0	263.16	2007
00105	AUTO VALUE MANKATO	08/07/2019	EFT	0	109.18	2022
00142	BETHANY LUTHERAN COLLEGE	08/07/2019	EFT	0	21,125.00	2023
00174	BOLTON & MENK, INC.	08/07/2019	EFT	0	42,708.50	2024
00216	C & S SUPPLY CO, INC.	07/25/2019	EFT	0	30.98	2009
00216	C & S SUPPLY CO, INC.	08/07/2019	EFT	0	159.92	2025
02706	CORE & MAIN LP	08/07/2019	EFT	0	798.86	2026
00334	DEHEN, MARK	08/07/2019	EFT	0	58.00	2027
00463 01098	G & L AUTO SUPPLY, LLC	08/07/2019	EFT EFT	0	497.05	2028
00482	GILLETTE GROUP/PEPSI-COLA GMS INDUSTRIAL SUPPLIES, INC.	08/07/2019 08/07/2019	EFT	0	1,442.04 13.04	2029
02560	GOLD MEDAL	08/07/2019	EFT	0	2,066.95	2030 2031
02295	GRAYBAR	08/07/2019	EFT	0	2,066.95	2031
00503	GREAT AMERICAN BUSINESS PRODUCTS	08/07/2019	EFT	0	826.00	2033
02476	HARRISON TRUCK CENTERS	07/25/2019	EFT	0	4,916.87	2010
00538	HAWKINS, INC.	07/25/2019	EFT	0	9,605.00	2011
00538	HAWKINS, INC.	08/07/2019	EFT	0	5,585.45	2034
01274	JADD SEPPMANN & SONS, INC.	08/07/2019	EFT	0	7,200.00	2035
00767	LIME VALLEY ADVERTISING, INC.	08/07/2019	EFT	0	1,675.00	2036
00776 00776	LLOYD LUMBER CO.	07/17/2019	EFT	0	2,059.27	2005
00770	LLOYD LUMBER CO.	07/25/2019	EFT	0	1,367.15	2012

00776	LLOYD LUMBER CO.	08/07/2019	EFT
02575	LOCHER BROS, INC.	08/07/2019	EFT
00796	MACQUEEN EQUIPMENT, INC.	08/07/2019	EFT
00825	MANKATO MOTOR COMPANY	08/07/2019	EFT
00874	MENARDS-MANKATO	08/07/2019	EFT
00902	MINNESOTA IRON & METAL CO	08/07/2019	EFT
00910	MINNESOTA VALLEY TESTING LAB, INC.	08/07/2019	EFT
00997	MTI DISTRIBUTING CO	08/07/2019	EFT
01052	NORTH CENTRAL INTERNATIONAL	07/25/2019	EFT
01052	NORTH CENTRAL INTERNATIONAL	08/07/2019	EFT
01064	NORTHERN STATES SUPPLY, INC.	08/07/2019	EFT
02005	PANTHEON COMPUTERS	08/07/2019	EFT
01090	PARAGON PRINTING, MAILING & SPECIALTIES	08/07/2019	EFT
01179	RED FEATHER PAPER CO.	07/25/2019	EFT
01179	RED FEATHER PAPER CO.	08/07/2019	EFT
01198	RETROFIT COMPANIES, INC.	08/07/2019	EFT
01211	RIVER BEND BUSINESS PRODUCTS	07/25/2019	EFT
01211	RIVER BEND BUSINESS PRODUCTS	08/07/2019	EFT
01281	SIGN PRO	07/25/2019	EFT
01281	SIGN PRO	08/07/2019	EFT
01323	SPS COMPANIES, INC.	08/07/2019	EFT
02510	TORDSEN, MIKEAL	08/07/2019	EFT
01478	VIKING FIRE & SAFETY LLC	08/07/2019	EFT
01486	VON BERGE, DAVID	08/07/2019	EFT
01492	WACO SCAFFOLDING & SUPPLY CO.	08/07/2019	EFT
03010	WILKUS ARCHITECTS	07/25/2019	EFT

#### 0 164.60 2037 0 565.00 2038 0 319.10 2039 0 104.62 2040 0 1,105.28 2041 0 151.70 2042 280.50 2043 355.78 2044 5,066.11 2013 1,046.55 2045 45.88 2046 19,551.97 2047 1,139.49 2048 138.55 2014 345.18 2049 192.63 2050 0 174.26 2015 0 1,277.65 2051 0 1,811.70 2016 0 853.50 2052 0 31.58 2053 0 119.44 2054 0 89.55 2055 85.65 2056 0 64.15 2057 950.00 2017 1,515,170.90 217

### **Authorization Signatures**

The above manual and regular claims lists for 8-5	<b>All Council</b> 5-19 are approved by
MARK DEHEN- MAYOR	
DIANE NORLAND- COUNCIL MEMBER	
WILLIAM STEINER- COUNCIL MEMBER	=,
SANDRA OACHS- 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
Lange Family	Adopt-A-Family Swim Pass	\$ 40.00
Billy Steiner	Adopt-A-Family Swim Pass	\$ 40.00
North Mankato Civic and Commerce	Fireworks Donation-Fun Days	\$ 10,000
TOTAL		\$10,080.00

Adopted	by the	City	Council	this 5th	day	of August	2019
Adopted	by the	City	Council	uns 5	uay (	oi Augusi	. 2019.

	Mayor	
City Clerk		

## RESOLUTION APPROVING CONSENT ASSESSMENT AGREEMENT

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

1722 Candi Lane
PIN #18.419.0060
Block 1 Lot 6 Atwood Smith Crestview #2
Cost: \$11,800.00

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

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

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

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

Adopted by the City Council this 5<sup>th</sup> day of August 2019.

	Mayor	
ATTEST:		
City Clerk		

#### CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) and Jeremiah Neilon (Owner).

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

1. Owner's property is described as follows:

1722 Candi Lane

PIN #18.419.0060

Block 1 Lot 6 Atwood Smith Crestview #2

- 2. Owner replaced the sewer line.
- 3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
- 4. City is willing to pay for the repair in consideration for the owner's consent to the assessment.

The parties therefore make the following agreement:

1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$11,800.00. The assessment shall be payable in equal installments extending over a period of ten (10) years and bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor.

Adopted this  $3/5^{+}$  day of July, 2019.

City of North Mankato
Ву:
lts:
Jeremiah Neilon Jetel Property Owner
Ginger Neilon Cign / Tilon Property Owner
Property Owner

## RESOLUTION APPROVING CONSENT ASSESSMENT AGREEMENT

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

1637 Nottingham Dr.
PIN #18.808.0020
Block 1 Lot 2 Sunrise Acres No. 5
Cost: \$13,473.03

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

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

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

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

Adopted by the City Council this 5th day of August 2019.

	Mayor	
ATTEST:		
City Clerk		

#### **CONSENT ASSESSMENT AGREEMENT**

This Agreement is made between the City of North Mankato (City) and Marcia McConville (Owner).

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

- Owner's property is described as follows:
  - 1637 Nottingham Dr.
  - PIN #18.808.0020
  - Block 1 Lot 2 Sunrise Acres No. 5
- 2. Owner replaced the sewer line.
- 3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
- 4. City is willing to pay for the repair in consideration for the owner's consent to the assessment.

The parties therefore make the following agreement:

1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$13,473.03. The assessment shall be payable in equal installments extending over a period of ten (10) years and bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor.

Adopted this	day of	, 2019.	
			City of North Mankato
			Ву:
			lts:
			Property Owner
			Property Owner



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

Audio Permit	2019
Park Permit 15	2019

#### **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
- 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
- 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.		
DJ/KARAOKE MACHINE BEGIN	DF EVENT: 8-18-19 TIME: 10 AM ME: 11:30 AM	
LOCATION/SHELTER: SLP # 2  EVENT NAME: Church Service & POTIUCK		
ONSITE COORDINATOR: PRINT NAME: Cast Ziemes		
MOBILE NUMBER: <u>507-382-4</u>	1656	
I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UND COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PRI	ERSTAND THAT FAILURE TO EVENT FUTURE ABILITY TO OBTAIN	
SIGNATURE: DAT	E:7/25/19	
CITY CLERK:	DENIED APPROVED	
BOOK POLICE CONLINE \$25.00 FEE	STAFF INTIALS	



Receipt # ROO 193795

X Book

#### **PARK PERMIT**

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

Staff Initials\_

Permit #: <u>75</u> -2019 Start Time: <u>8</u>	00 Am Fee: \$ 125.00
Date: 8-18-19 Stop Time: 1:0	00 Pm
Shelter: Spring Lake Shelter #1 Spring L	ake Shelter #2
Event Name: Church Service & Potli	# of People 100
Name Carl Ziemer	
Address: 510 W. 7th St. N.M.	ankato
·	State: Zip
Phone: (507) 382 - 4656 Email: (as) - 2	iemer Egmail, com
Use of Tents (or anything requiring staking)  *Bounce House requires waiver  Notes:	☐ Yes * If Yes, Please contact Gopher State One Call 800-252-1166 one week prior to event.
Alcoholic Beverages (wine & beer only) 💆 No	□ Yes
Please specify: Cans Keg * (\$300 refundable depos	sit and \$30 keg permit) Catering* (must contact City Hall)
Audio (requires audio permit) ☐ No	Yes * If Yes, Please fill out Audio Permit.
Allowed	Prohibited
<ul> <li>Personal grills</li> <li>Keg beer provided a permit is obtained</li> <li>Fishing/ice fishing on Ladybug Lake and Spring Lake only</li> <li>Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash</li> <li>Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)</li> <li>Hog roasts provided they are on a hard-surfaced lot</li> </ul>	<ul> <li>Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.</li> <li>Pets (allowed in Benson Park, Spring Lake Park and Bluff Park only)</li> <li>Glass containers</li> <li>Campfires / Bonfires / Fire Rings</li> <li>Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices</li> <li>Dunk Tanks</li> <li>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</li> </ul>
	reservation fee is non-refundable. If prior approval is not see and causes disruption of utility services, I agree to be
I, the undersigned, have received the Audio Permit In instructions may terminate the event and prevent future.	nstructions and understand that failure to comply with the audio ure ability to obtain an audio permit.
SIGNED: Applicant	Date / / 7
- APPROVED - DENIED	
□ REFER TO COUNCIL City Clerk	Date

Park

Online

Police



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

#### **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.

MCRES X 2 2 2 2 1 1 1 1	x	08/17/2019
^		4:30
	A V	1.00 matrix 9:00

Sherwood Dr Culdesac

Sherwood Dr Neighborhood picnic

Valerie Holzhueter

5073803084

Valerie A. Hallinter

7/3/2019





Receipt #\_

Minnesota

#### BLOCK PARTY PERMIT

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

Staff Initials

Police

Park

Online

Book

4:30 Start time: -2019 Permit #: 9:00 PM 08 / 17 Stop time: Date: Sherwood Dr Culdesac Location: Sherwood Dr Neighborhood picnic **Event Name:** Valerie Holzhueter Name: 1585 Sherwood Dr Address: 40 5073803084 # of People: Phone: Use of Tents (or anything requiring staking) [X No ] Yes PLEASE INCLUDE A MAP OF THE AREA, No D Yes Audio (requires 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. Value Hoghuter 2/3/2019 APPROVED DENIED Date City Clerk



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

Audio Permit	2019
Park Permit	2019

www.northmankato.com

#### **Audio Permit**

#### About:

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

#### **Audio Permit Responsibilities:**

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

#### 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:	XOO	LIVE MUSIC/BAND DJ/KARAOKE MACHINE OTHER:	DATE OF EVENT: 9 BEGIN TIME: 5PM END TIME: 8 PO	-13-19 L Festival time Music within
LOCATION / SHELTER:	St. P	aul's Lutheran Panking	lot	
EVENT NAME:	10	PRINT NAME: Nith		
		MOBILE NUMBER:	1-317-9856	
COMPLY WITH THE AU		E RECEIVED THE AUDIO PERM LICY MAY TERMINATE THE EVI		
AN AUDIO PERMIT. SIGNATURE:	Zo		DATE: 7- 30	-19
CITY CLERK:			DENIED [	APPROVED
□ BOOK □ POLICE	□ or	NLINE  \$25.00 FEE	STAFF	INTIALS

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #8H	Department: Administration	Council Meeting Date: 8/5/19		
TITLE OF ISSUE: Consider Resolution of the City of North Mankato Adoption of the Nicollet County All-Hazard Mitigation Plan.				
multi-jurisdictional plan that covers Mankato and St. Peter. It evaluates a determined by frequency of event, eco Disaster Mitigation Act of 2000 and w federal hazard mitigation funding proeach of the jurisdictions participated information, suggesting mitigation str by FEMA and now each jurisdiction material Mitigation Plan.	vicollet County, including the citical ranks the major natural hazar chomic impact, deaths and injurice must adopt this plan as a member of the MHMP in the planning process by attendinategies and reviewing the plan donust adopt the plan by resolution	per community to maintain eligibility for began in July 2017 and members from		
	SUPPORT	NG DOCUMENTS ATTACHED		
Motion By:  Second By:  Vote Record:  Aye  Whitlock  Steiner  Norland  Oachs  Dehen	Resolution Ordinar  X  Other (specify)			
Workshop  X Regular Meeting  Special Meeting	Refer Table Other	until:		

#### RESOLUTION OF THE CITY OF NORTH MANKATO

## ADOPTION OF THE NICOLLET COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of North Mankato has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multijurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Nicollet County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Nicollet County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Nicollet County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Nicollet County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Nicollet County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of North Mankato supports the hazard mitigation planning effort and wishes to adopt the Nicollet County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the Mayor and attested to by the City Administrator this 5<sup>th</sup> day of August, 2019.

Mark Dehen, Mayor	•
John Harrenstein, C	ity Administrator

## **CITY OF NORTH MANKATO**

## REQUEST FOR COUNCIL ACTION



Agenda Item #8I	Department: City Attorney	Council Meeting Date: 8/5/19		
TITLE OF ISSUE: Consider Setting a F Abatement of the Property Located at 1	5	9, 2019, at 7:00 p.m. to consider the		
located at 1730 Howard Drive, the City Official Notice to Correct Violations. T owner of the property did not correct th	Building Official inspected the violation notices were send violations and Attorney Element measures by setting a	sponse to citizen concerns about the property the property and submitted to the owner an nt on May 8, 2019, and June 11, 2019. The Kennedy sent a letter informing the owner that a public hearing at the August 5, 2019 Council where by certified mail.		
REQUESTED COUNCIL ACTION: Set Public Hearing for August 19, 2019, at 7:00 p.m. to consider the Abatement of the Property Located at 1730 Howard Drive.				
	SUPPO	RTING DOCUMENTS ATTACHED		
Motion By:    Second By:	Resolution Ord	dinance Contract Minutes Map  Letters and Notices of Violation		
Workshop  X Regular Meeting  Special Meeting		Refer to:  Table until:  Other:		

## NOTICE OF PUBLIC HEARING TO AMEND NORTH MANKATO CITY CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, at 7 p.m. on the 19<sup>th</sup> day of August 2019, to hold a public hearing to consider abatement procedures against the property located at 1730 Howard Drive, North Mankato, MN. Such persons as desire to be heard with reference to the abatement of public nuisance will be heard at this meeting.

Dated this 15<sup>th</sup> day of August 2019.

April Van Genderen City Clerk City of North Mankato, Minnesota



OFFICE OF CITY ATTORNEY

July 30, 2019

MICHAEL H. KENNEDY CHRISTOPHER M. KENNEDY

REPLY TO: 99 NAVAHO AVENUE, SUITE 104 MANKATO, MN 56001 TELEPHONE: 507-345-4582 FAX: 507-345-1010

Ms. April Van Genderen
City Clerk
City of North Mankato
1001 Belgrade Avenue
North Mankato, MN 56003
(Via email: aprilv@northmankato.com)

Re: City of North Mankato v. Brandon Schnepf

Dear April:

I am enclosing materials that should be put in the council packet. They include a letter of July 16, 2019 from my office to Brandon Schnepf as well as notices from Mike Fischer to Mr. Schnepf to correct violations. The notices are dated 5/8/2019 and 6/11/2019 and include a number of pictures. Whether you wish to have the pictures included in the handout materials is up to you. At the Council meeting on the 5<sup>th</sup> of August we will be requesting that a hearing be set and that Mr. Schnepf be notified of a hearing time and place. If you have any questions let me know.

Sincerely,

KENNEDY & KENNEDY

Michael H. Kennedy MHK/mck (19-3654)

Enclosure

Cc: Michael Fischer







#### CITY OF NORTH MANKATO

OFFICE OF CITY ATTORNEY

July 16, 2019

Mr. Brandon Schnepf 33045 State Hwy 99 St. Peter, MN 56082 via mail and certified mail

MICHAEL H. KENNEDY CHRISTOPHER M. KENNEDY

REPLY TO:
99 NAVAHO AVENUE, SUITE 104
MANKATO, MN 56001
TELEPHONE: 507-345-4582
FAX: 507-345-1010



Dear Mr. Schnepf:

You are listed as the owner of property at 1730 Howard Drive North Mankato, Minnesota. You have previously been served with 2 notices from the City of North Mankato, one on May 8, 2019 and the other on June 11, 2019. I am enclosing copies of those notices as to spell out the corrective actions you are required to take. There are also pictures that are attached showing some of the deficiencies. According to City staff you have not taken necessary steps to correct these violations so the matter will be brought before the North Mankato City Council at their regular bi-monthly meeting on the 5<sup>th</sup> day of August, 2019 commencing at 7:00 p.m. At that time I will request the City Council adopt City Code Provision 92.23. We will ask the Court to authorize moving forward against this as a nuisance property.

The City of North Mankato wants to work with you in this matter, but up to this point you have not shown willingness to do so leaving us with no choice but to seek enforcement. If you wish to come up with a plan to correct these deficiencies I would ask that you contact:

Mr. Michael Fischer Community Development Director City of North Mankato 1001 Belgrade Avenue North Mankato, MN 56003

Sincerely,

KENNEDY & KENNEDY

Michael H. Kennedy MHK/mck (19-3654)

Enclosure

Cc: Michael Fischer







## City of North Mankato, MN

1001 Belgrade Avenue City of North Mankato, MN 56003 http://www.northmankato.com/ • (507) 625-4141 • Fax 507) 625-4151

## OFFICIAL NOTICE TO CORRECT VIOLATIONS

Case Number:

GV-000097-2019

Staff Contact: Michael Fischer

Notice Date:

06/11/2019

Staff Email:

michaelf@northmankato.com

Subject Property: 1730 HOWARD DR

N MANKATO, MN 56003

Owner:

Brandon Schnepf

Occupant:

Pursuant to the provisions of the City of North Mankato, you are hereby notified to correct the following violations:

Violation: 92.21 (A)-Building Maintenance and Appearance - Building Maintenance and Appearance Buildings, fences and other structures that have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be public nuisances because they (a) are unsightly, (b)

decrease adjoining landowners and occupants' enjoyment of their property and neighborhood, and (c) adversely affect property values and neighborhood patterns.

- (B) Standards. A building, fence or other structure is a public nuisance if it does not comply with the following requirements:
  - (1) No part of any exterior surface may have deterioration, holes, breaks, gaps, loose or rotting boards or timbers.
- (2) Every exterior surface that has had a surface finish such as paint applied must be maintained to avoid noticeable deterioration of the finish. No wall or other exterior surface may have peeling, cracked, chipped or otherwise deteriorated surface finish on more than 20% of:
  - (a) Any 1 wall or other flat surface; or
  - (b) All door and window moldings, eaves, gutters, and similar projections on any 1 side or surface.
- (3) No glass, including windows and exterior light fixtures, may be broken or cracked, and no screens may be torn or separated from moldings...
- (4) Exterior doors and shutters must be hung properly and have an operable mechanism to keep them securely shut
- (5) Cornices, moldings, lintels, sills, bay or dormer windows and similar projections must be kept in good repair and free from cracks and defects that make them hazardous or unsightly.
- (6) Roof surfaces must be tight and have no defects that admit water. All roof drainage systems must be secured and hung properly.
- (7) Chimneys, antennae, air vents, and other similar projections must be structurally sound and in good repair. These projections must be secured properly, where applicable, to an exterior wall or exterior roof.
  - (8) Foundations must be structurally sound and in good repair.

Corrective Action: 1. Renovate or remove sign and pier 2. Repaint the building 3. Replace building facia 4. Address rusted overhead doors 5. Address tree growing from roof 6. Exterior block is in poor condition-needs review by structural engineer. Repeat/recurring code violations on the same property within 12 months are subject to expedited legal action

Compliance Date: 6/25/19

Thank you for your attention to this issue and please feel free to contact me at 625-4141 should you have questions.



## City of North Mankato, MN

1001 Belgrade Avenue City of North Mankato, MN 56003 http://www.northmankato.com/ • (507) 625-4141 • Fax 507) 625-4151

#### OFFICIAL NOTICE TO CORRECT VIOLATIONS

Case Number:

GV-000097-2019

Staff Contact: Michael Fischer

Notice Date:

05/08/2019

Staff Email:

michaelf@northmankato.com

Subject Property: 1730 HOWARD DR

Owner:

Brandon Schnepf

N MANKATO, MN 56003

Occupant:

Pursuant to the provisions of the City of North Mankato, you are hereby notified to correct the following violations:

Violation: 92.21 (A)-Building Maintenance and Appearance - Building Maintenance and Appearance

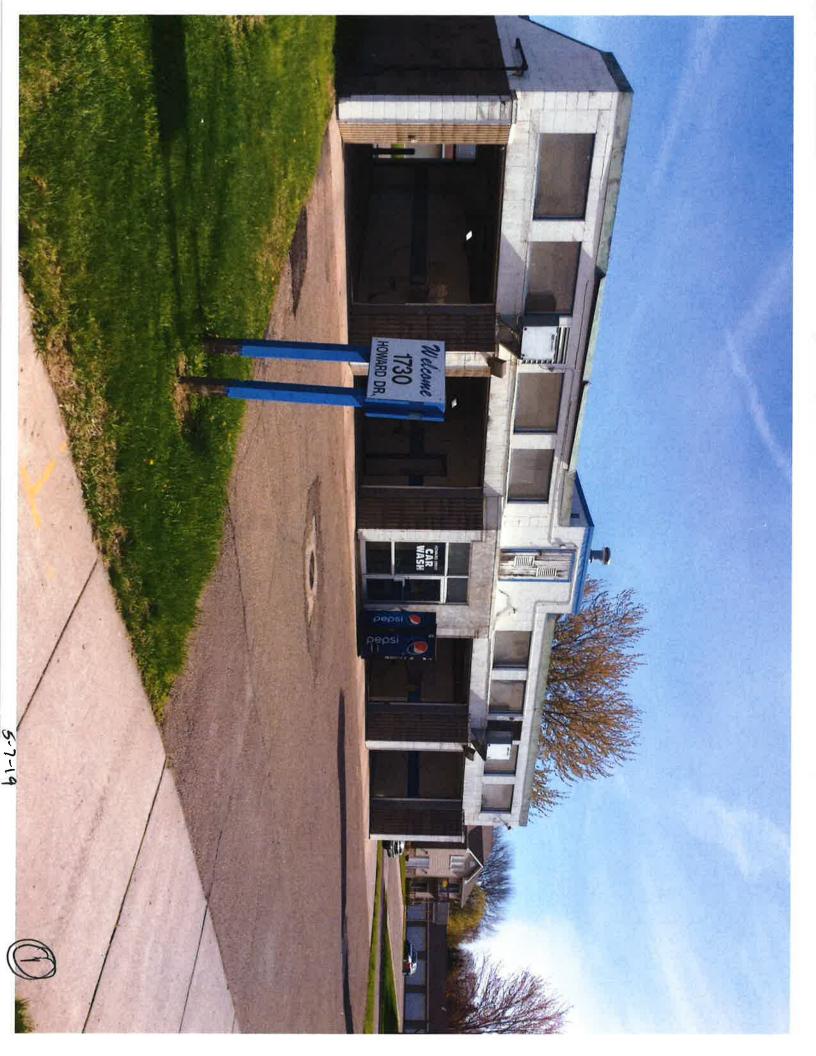
Buildings, fences and other structures that have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be public nuisances because they (a) are unsightly, (b) decrease adjoining landowners and occupants' enjoyment of their property and neighborhood, and (c) adversely affect property values and neighborhood patterns.

- (B) Standards. A building, fence or other structure is a public nuisance if it does not comply with the following requirements:
  - (1) No part of any exterior surface may have deterioration, holes, breaks, gaps, loose or rotting boards or timbers.
- (2) Every exterior surface that has had a surface finish such as paint applied must be maintained to avoid noticeable deterioration of the finish. No wall or other exterior surface may have peeling, cracked, chipped or otherwise deteriorated surface finish on more than 20% of:
  - (a) Any 1 wall or other flat surface; or
  - (b) All door and window moldings, eaves, gutters, and similar projections on any 1 side or surface.
- (3) No glass, including windows and exterior light fixtures, may be broken or cracked, and no screens may be torn or separated from moldings.
- (4) Exterior doors and shutters must be hung properly and have an operable mechanism to keep them securely shut or in place.
- (5) Cornices, moldings, lintels, sills, bay or dormer windows and similar projections must be kept in good repair and free from cracks and defects that make them hazardous or unsightly.
- (6) Roof surfaces must be tight and have no defects that admit water. All roof drainage systems must be secured and hung properly.
- (7) Chimneys, antennae, air vents, and other similar projections must be structurally sound and in good repair. These projections must be secured properly, where applicable, to an exterior wall or exterior roof.
  - (8) Foundations must be structurally sound and in good repair.

Corrective Action: 1. Renovate or remove sign and pier 2. Repaint the building 3. Replace building facia 4. Address rusted overhead doors 5. Address tree growing from roof 6. Exterior block is in poor condition-needs review by structural engineer

Compliance Date: 6/10/19

Thank you for your attention to this issue and please feel free to contact me at 625-4141 should you have questions.







5-7-19



27-14



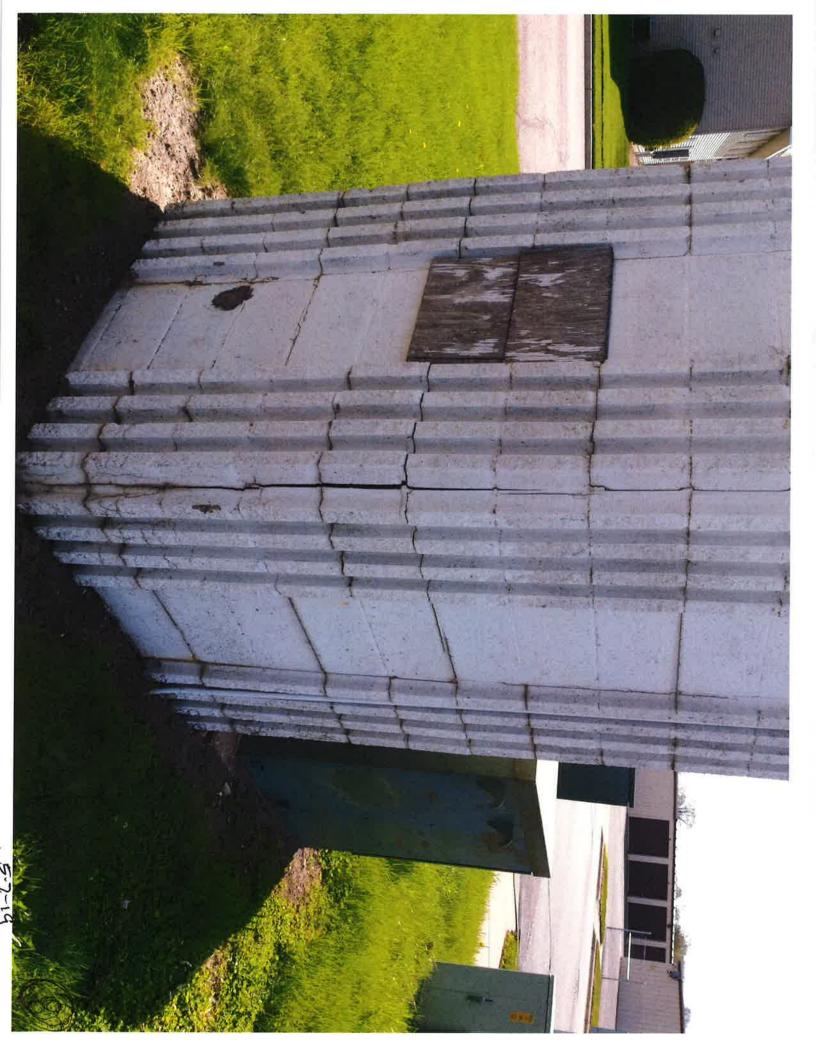
8-7-19



57-19



5-1-19



#### § 92.23 ABATEMENT.

- (A) *Notice*. Written notice of violation; notice of the time, date, place and subject of any hearing before the City Council; notice of City Council order; and notice of motion for summary enforcement hearing shall be given as set forth in this section.
- (1) Notice of violation. Written notice of violation shall be served by a peace officer or designated person on the owner of record or occupant of the premises either in person or by certified or registered mail. If the premises is not occupied, the owner of record is unknown, or the owner of record or occupant refuses to accept notice of violation, notice of violation shall be served by posting it on the premises.
- (2) Notice of City Council hearing. Written notice of any City Council hearing to determine or abate a nuisance shall be served on the owner of record and occupant of the premises either in person or by certified or registered mail. If the premises is not occupied, the owner of record is unknown, or the owner of record or occupant refuses to accept notice of the City Council hearing, notice of City Council hearing shall be served by posting it on the premises.
- (3) Notice of City Council order. Except for those cases determined by the city to require summary enforcement, written notice of any City Council order shall be made as provided in M.S. § 463.17 (Hazardous and Substandard Building Act), as it may be amended from time to time.
- (4) Notice of motion for summary enforcement. Written notice of any motion for summary enforcement shall be made as provided for in M.S. § 463.17 (Hazardous and Substandard Building Act), as it may be amended from time to time.
- (B) *Procedure.* Whenever a peace officer or designated person determines that a public nuisance is being maintained or exists on the premises in the city, the officer or person designated shall notify in writing the owner of record or occupant of the premises of such fact and order that the nuisance be terminated or abated. The notice of violation shall specify the steps to be taken to abate the nuisance and the time within which the nuisance is to be abated. If the notice of violation is not complied with within the time specified, the officer or designated person shall report that fact forthwith to the City Council. Thereafter, the City Council may, after notice to the owner or occupant and an opportunity to be heard, determine that the condition identified in the notice of violation is a nuisance and further order that if the nuisance is not abated within the time prescribed by the City Council, the city may seek injunctive relief by serving a copy of the City Council order and notice of motion for summary enforcement or obtain an administrative search and seizure warrant and abate the nuisance.
- (C) Emergency procedure; summary enforcement. In cases of emergency, where delay in abatement required to complete the notice and procedure requirements set forth in divisions (A) and (B) of this section will permit a continuing nuisance to unreasonably endanger public health safety or welfare, the City Council may order summary enforcement and abate the nuisance. To proceed with summary enforcement, the officer or designated person shall determine that a public nuisance exists or is being maintained on premises in the city and that delay in abatement of the nuisance will unreasonably endanger public health, safety or welfare. The officer or designated person shall notify in writing the occupant or owner of the premises of the nature of the nuisance and of the city's intention to seek summary enforcement and the time and place of the City Council meeting to consider the question of summary enforcement. The City Council shall determine whether or not the condition identified in the notice to the owner or occupant is a nuisance, whether public health, safety or welfare will be unreasonably endangered by delay in abatement required to complete the procedure set forth in division (A) of this section, and may

order that the nuisance be immediately terminated or abated. If the nuisance is not immediately terminated or abated, the City Council may order summary enforcement and abate the nuisance.

(D) *Immediate abatement*. Nothing in this section shall prevent the city, without notice or other process, from immediately abating any condition which poses an imminent and serious hazard to human life or safety.

Penalty, see § <u>92.99</u>

#### **№ 92.24 RECOVERY OF COST.**

- (A) *Personal liability*. The owner of premises on which a nuisance has been abated by the city shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Clerk or other official shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the City Clerk.
- (B) Assessment. After notice and hearing as provided in M.S. § 429.061, as it may be amended from time to time, if the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property or outside the traveled portion of streets, or unsound or insect-infected trees, the City Clerk shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other charges as well as other charges for current services to be assessed under M.S. § 429.101 against each separate lot or parcel to which the charges are attributable. The City Council may then spread the charges against the property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the City Council may determine in each case.

Penalty, see § <u>92.99</u>

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #8J	Department: Community Dev.	Council Meeting Date: 8/5/19
TITLE OF ISSUE: Consider Setting a P City Code Titlge XV: Land Usage, Section		019, at 7:00 p.m. to Consider Amending
BACKGROUND AND SUPPLEMENTA	AL INFORMATION: Please re	view the Planning Commission Report.
REQUESTED COUNCIL ACTION: Set City Code Titlge XV: Land Usage, Section	2	If additional space is required, attach a separate sheet  2019, at 7:00 p.m. to Consider Amending
	SUPPORT	NG DOCUMENTS ATTACHED
Motion By:  Second By:  Vote Record:  Aye  Nay  Whitlock  Steiner		
Norland Oachs Dehen	Notice	
Workshop	Refer	to:
X Regular Meeting	Table	until:
Special Meeting	Other	:

# NOTICE OF PUBLIC HEARING TO AMEND NORTH MANKATO CITY CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, at 7 p.m. on the 19<sup>th</sup> day of August 2019, to hold a public hearing to consider amending City Code Title XV: Land Usage, Chapter 154 Sign Regulations related to the non-commercial institutional use of dynamic signs in residential zoning districts. Proposed language and additional information may be obtained at the City Clerk's office or by calling 625-4141.

Such persons as desire to be heard concerning the proposed amendment to the City Code will be heard at this meeting.

Dated this 15<sup>th</sup> day of August 2019.

April Van Genderen City Clerk City of North Mankato, Minnesota

AMEMDMENTS TO CITY CODE CHAPTER 154-SIGN REGULATIONS

#### THE CITY OF NORTH MANKATO

SUBJECT:

Amendments to City Code Section 154-Sign

Regulations

APPLICANT:

City of North Mankato

LOCATION:

\_

**EXISTING ZONING:** 

....

DATE OF HEARING:

August 1, 2019

DATE OF REPORT:

July 25, 2019

REPORTED BY:

Mike Fischer, Community Development Director

### **APPLICATION SUBMITTED**

Request to consider amendments to City Code Section 154-Sign regulations

# **COMMENT**

To accommodate the use of dynamic display signs for non-commercial institutional uses in residential zoning districts, attached are proposed amendments to Chapter 154 of the City Code. Amendments are shown in the following sections:

154.05 (P)

154.09 (4)

In summary, dynamic display signs are prohibited in residential zoning districts. As staff believes the use of these types of signs for non-commercial institutional uses in residential zoning districts subject to certain conditions should be considered, the proposed amendment in 154.09 (4) permits the installation and use of dynamic display signs in all residential zoning districts.

#### RECOMMENDATION

Staff recommends approval of the amendments

# § 154.01 LEGISLATIVE INTENT.

This chapter is enacted to promote the comprehensive and uniform standards relating to signs.

(Ord. 90, passed 9-21-1987)

# § 154.02 OBJECTIVES.

It shall be the intent of the provisions of this chapter to achieve the following objectives:

- (A) To establish standards which would permit businesses in the city a reasonable and equitable opportunity to identify themselves;
- (B) To preserve and promote civic beauty and not allow signs which would detract from this objective because of unusual size, shape, height, location, condition, cluttering, or illumination;
  - (C) To insure that signs in the city shall not create a safety hazard;
- (D) To preserve and protect the value of land and buildings and to preserve and protect landscapes.

(Ord. 90, passed 9-21-1987)

# S 154.03 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ACCESSORY SIGN**. A sign which is necessary for the use of the property, contains no advertising information, does not exceed 6 square feet in area, and is used for matters pertaining to directions, parking, emergencies, and matters of a similar nature. Examples include but are not limited to identification and informational signs.

**BANDED AREA**. That portion of a building generally located along the front which is constructed for purposes of attaching building signs in a consistent and coordinated manner.

**BANNER**. A temporary sign attached to and not projecting more than 18 inches from the exterior wall of a building.

BENCH SIGN. A sign attached to or part of a sitting bench.

BUILDING SIGN. A business sign attached to any face of a building.

**BUSINESS SIGN**. An exterior sign attached to any face of a building which identifies the business or profession conducted on the premises. This sign pertains to the major functions or the name of the business and the trade names of primary products or goods manufactured or sold on the premises.

**CANOPY SIGN**. A sign printed on a fabric hood or cover which projects from the wall of a building and may or may not be retracted, folded, or collapsed against the face of the building.

**CHANGEABLE COPY**. A sign or portion of a sign with separate inset letters and/or symbols which can easily be removed and are periodically changed.

**CONSTRUCTION/DEVELOPMENT SIGN**. A sign used temporarily at the construction site identifying the developer, contractor, and/or builder.

**DOUBLE FACED SIGN**. A sign displaying identical information on opposite sides with the angle between the 2 sides no greater than 30 degrees.

**DYNAMIC DISPLAY.** Any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in

the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

**FLASHING SIGN**. Any illuminated sign on which the artificial light is not stationary, constant in intensity, or constant in color at all times when the sign is in use. A sign providing public service information such as time, temperature, or similar information shall not be considered a flashing sign.

**GRADE OF ELEVATION**. The lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the sign and 10 feet from the sign.

**GROUND SIGN**. A free-standing sign erected upon or supported by the ground and not attached to any building.

**IDENTIFICATION SIGN.** A sign which bears the name and/or address of the occupant of the building.

**ILLUMINATED SIGN**. Any sign which has characters, letters, figures, design, or outline illuminated by electric lights or illuminous tubes as part of the sign proper.

**INFORMATIONAL/DIRECTIONAL SIGN**. A sign erected upon private property to provide locational directions or building functions and is attached to the building. These signs may indicate parking areas, wash bays, drive-up windows, and the like.

**JOINT IDENTIFICATION SIGN**. A sign which identifies the name of a commercial or industrial complex consisting of 2 or more separate businesses. The sign may include a listing of businesses.

**MARQUEE SIGN**. A permanent structure not made of cloth fabric that projects over the entrance to a building and is often equipped with a sign board.

**MENU BOARD**. A sign listing drive-up food items in conjunction with a restaurant. **MONUMENT SIGN**. A ground sign intended to permanently identify by name a residential development.

**MOVING DEVICE**. A device which moves or rotates to attract attention for advertising purposes.

**MULTI-OCCUPANCY BUILDING**. A building designed to be occupied by 2 or more separate businesses.

**OFF-PREMISES ADVERTISING SIGN**. A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered elsewhere than on the premises.

**PENNANT**. A small flag used for decorative purposes or to attract attention.

**POLITICAL CAMPAIGN SIGN**. A sign posted by a bonafide candidate for political office or by a person or group promoting a political issue or political candidate.

**PORTABLE SIGN**. A sign so designed as to be movable from one location to another and not permanently attached to the ground or to any immobile structure. A portable sign may consist of a mobile structure such as a semi truck trailer or other device whose primary function during a specific time period is to serve as a sign.

**PROMOTIONAL SIGN**. A temporary sign which shall not exist for more than 30 days which promotes civic events or promotions, limited to city celebrations, firemen's functions and special school events.

**PYLON SIGN**. A ground sign erected upon a single post or posts that converge at a common base with the posts not more than 15 feet apart with the display portion mounted on top thereof. Clearance between the ground and bottom of the sign must be at least 12 feet.

**REAL ESTATE SIGN**. A sign intended to aid with the sale, rental, or lease of real property.

**ROOF LINE**. That line at which an exterior wall surface of a building departs from the vertical plane.

**REVOLVING SIGN**. A sign which rotates at a constant rate of revolutions per minute.

**SIGN**. A name, identification, description, display, illustration, structure, or device which is fixed to or painted or represented directly or indirectly upon a building or other outdoor surface or piece of land which directs the attention to an object, product, place, activity, person, institution, organization, or business.

**SIGN HEIGHT**. The vertical distance measured from the grade elevation to the highest point of the sign.

**SIGN SETBACK**. The shortest distance between a property or public right-of-way line and the surface of a sign.

**TEMPORARY SIGN**. Any sign which is erected for a limited time and/or special purpose, including but not limited to banners, portable, and movable signs. (Ord. 90, passed 9-21-1987; Am. Ord. 17, 4th Series, passed 1-17-2008)

# § 154.04 GENERAL REGULATIONS.

- (A) Access. No sign shall be erected or maintained so as to prevent or deter ingress or egress from any door, window, or fire escape. Signs shall not be attached to stand pipes, fire escapes, or fences.
  - (B) Building signs location.
- (1) In multi-tenant buildings, building signs shall be within the banded area. Where a banded area does not exist, a City Building Official shall determine an appropriate location.
- (2) In flat-roofed buildings or hip-roofed buildings, the building sign shall not be above the front outside wall unless located within the banded area.
- (3) Building signs shall be located along any side considered to be the front of the building, or in the alternative, along a side where the site directly abuts a public street.
  - (4) Roof signs are prohibited.
  - (5) Building signs may project up to 18 inches to accommodate mounting.
- (C) Compliance with ordinance. No sign shall be erected, installed, constructed, or painted in the city except in compliance with this chapter.
- (D) Double faced signs. Signs less than 30 degrees shall be considered as 1 sign. When the sign is constructed so that the faces are not back-to-back, the angle shall not exceed 30 degrees. If the angle is greater than 30 degrees, the total area of the full sign shall be added together when calculating the area of the sign.
- (E) *Enforcing officer*. The City Building Official, Inspector, or any other city employee duly appointed by the City Administrator shall be the enforcing officer for this chapter.

- (F) Interference. No sign shall be hazardous or unsafe, block the efficient movement of traffic, or use words which might be construed as traffic controls such as stop, caution, or warning. No sign nor guys shall interfere with utility equipment.
  - (G) Maintenance.
- (1) All signs shall be maintained in good condition and areas around them kept free from debris, tall bushes, high weeds, and from anything else which would be a nuisance. In addition, all parts and supports shall be properly painted. Any sign or structure which has rotted, unsafe, deteriorated, defaced or otherwise altered shall be repainted, repaired or replaced by the licensee, owner, or agent of the owner upon written notice by the city.
- (2) All business signs shall be removed from the building and property by the owner of such property within 30 days after the business or use is terminated. Framework that conforms to the ordinance and is expected to be used for a future business sign may be permitted to remain.
- (3) All signs shall contain current information. Outdated signs or signs with outdated information shall be removed by the owner. The entire surrounding area shall be cleared of all debris and unsightly projections and protrusions.
- (H) Preventing adverse effect on adjacent property. Exposed backs of all signs and the sign structure must be painted a neutral color and otherwise maintained so as not to have an adverse effect on the adjacent property.
- (I) *Projecting signs*. Except as otherwise provided, no projecting signs shall extend more than 18 inches from the face of a building over a public right-of-way. Exceptions include canopy signs and certain signs in the Central Business District.
- (J) Right-of-way. Except as permitted in the Central Business District, no sign shall be placed in the public right-of-way, attached to rocks, trees, utility poles, or fences. Signs located over public right-of-way or public or private accesses shall be a minimum of 8 feet above grade level.
  - (K) Temporary signs. The display of temporary signs is subject to the following:
- (1) The display of any temporary sign shall be limited to 1 continuous 30-day period in any 4- month period.
- (2) Not more than 3 temporary sign permits may be issued per year for any individual business.
  - (3) Temporary signs are limited to 24 square feet in size.
- (4) The location of freestanding temporary signs is subject to setback regulations. No temporary sign is permitted in any public right-of-way.
  - (5) A temporary sign permit is good for 30 calendar days from date of issuance.
- (6) At any time no more than 1 temporary sign shall be displayed per business. (Ord. 90, passed 9-21-1987; Am. Ord. 30, 4th Series, passed 1-4-2010; Am. Ord. 63, 4th Series, passed 1-5-2015)

# § 154.05 PROHIBITED SIGNS.

The following signs shall be prohibited:

- (A) All off-premises advertising signs including billboards;
- (B) Fence signs;
- (C) Flashing signs;
- (D) Signs which interfere with traffic signs, signals or devices;
- (E) Marquee signs;

- (F) Painting directly on exterior walls, except for public art murals approved by the city;
- (G) Paper, cardboard, or similar signs, notices, or flyers pasted, tacked, or otherwise attached to the exterior wall of any building, utility poles or traffic signs;
- (H) Permanent or temporary signs overhanging the public right-of-way or boundary of adjacent property, except traffic signs erected by the city, county, or state;
  - (I) Revolving beacons and sequential flashers;
  - (J) Revolving signs;
  - (K) Roof signs;
- (L) Where a business is located over more than 1 parcel or lot, the business shall not be entitled to additional signs nor a multiplicity of square footage of signage by virtue thereof:
  - (M) Lighted signs in residential zoning districts, except churches or schools;
- (N) Signs or advertising painted or attached to vehicles parked on a property not intended to be moved for a period of 48 hours or more;
  - (O) Dynamic display signs over 125 square feet;
  - (P) Dynamic display signs in residential zoning districts; and
  - (Q) Dynamic display off-premises signs.

(Ord. 90, passed 9-21-1987; Am. Ord. 8, 4th series, passed 1-16-2007; Am. Ord. 17, 4th series, passed 1-17-2008; Am. Ord. 109, 4th series, passed 9-17-2018)

### § 154.06 PERMITTED SIGNS.

If they conform to and meet the general regulations contained in this chapter, the following signs may be erected or maintained as shown for each zoning district or land use when specified.

- (A) General. The following signs shall require a permit:
  - (1) Building, pylon, ground signs.
  - (2) Menu boards.
  - (3) Temporary signs.
  - (4) Monument signs.
  - (5) Identification signs.
  - (6) Joint identification signs.
  - (7) Canopy signs.
  - (8) General business signs.
  - (9) Replacement signs.
- (B) Building, pylon, ground signs.
  - (1) Building signs. Refer to the requirements in each zoning district.
- (2) *Pylon signs*. The single side of any pylon sign in any zoning district shall not exceed the maximum size requirements within each zoning district, including changeable copy board. Clearance of a pylon sign must be a minimum of 12 feet. The maximum height of a pylon sign is 30 feet. Where an abutting state or federal highway is more than 5 feet above the average grade of the commercial property, the pylon sign may be increased in height by an amount equal to the difference between the average grade of the commercial property in the vicinity of the sign and the average grade of the highway in the vicinity of the sign. The applicant is responsible for providing necessary elevation data at the time of permit application.

- (3) *Ground signs*. Maximum height permitted is as follows. Eight feet if in the required setback area for structures in the zoning district.
- (4) Maximum number and square footage. Where building, pylon, or ground signs are permitted under this chapter, the maximum square footage permitted shall not be interpreted to permit a multiplicity of signs within the maximum square footage. Where a business occupies more than 1 zoning lot, the maximum number of signs permitted shall not be interpreted to permit a multiplicity of signs or multiplicity of signs within the maximum square footage.
  - (C) Menu boards. Menu boards shall be permitted under the following conditions.
- (1) A maximum of 2 menu boards shall be permitted with a restaurant providing drive-up window service.
  - (2) A menu board shall be a maximum of 36 square feet in area.
- (D) *Temporary signs*. Changeable copy signs designed to be temporary are limited to 24 square feet in size.
- (E) *Monument signs*. A monument sign intended to permanently identify a residential development shall be permitted under the following conditions:
- (1) There shall be an entity established to the satisfaction of the city, such as a homeowner's association, which shall clearly be responsible for the perpetual maintenance of the monument sign and its environs with corresponding powers to raise maintenance capital; or
- (2) In the alternative, there shall be a \$1,000 fee paid to the city and a ground easement surrounding the monument sign granted to the city in order that the city may remove the monument sign and its environs if it is not maintained or if it otherwise becomes necessary to remove the sign.
  - (3) A monument sign shall not exceed 50 square feet in area.
- (4) Monument signs shall be a minimum of 50 feet from any existing or future residence.
- (5) The city, at the discretion of the City Council, may deny a permit for a monument sign where it is determined that the monument sign may create an undue burden upon the city by virtue of its size, location, building materials, or potential need for maintenance.
  - (F) Identification signs.
    - (1) Ground signs and building signs are permitted.
- (2) Maximum height 6 feet, if in the required setback area for structures in that zoning district.
  - (3) Maximum square footage: 32.
- (G) Joint identification signs. Area identification signs shall be located in the following manner.
  - (1) The signs must be located on the property of the complex it is identifying.
- (2) The sign must be located along a public street frontage but not in the public right-of-way.
- (3) The sign must be located a minimum of 50 feet from any other identification sign or pylon sign.
  - (4) No more than one area identification sign is permitted for a particular complex.
- (5) Business identification signs may be used to list the businesses within the complex but are limited to 6 square feet each.

- (H) Canopy signs.
  - (1) Each canopy may contain one sign per business.
- (2) The square footage of a sign on a canopy shall be calculated by measuring the area included in the smallest rectangle that can be made to circumscribe any message, figure or symbol. Where the messages, figures, or symbols involve any configuration that cannot be readily circumscribed by a single rectangle, then the sign area shall be calculated as the sum of the fewest number of connecting rectangles that can be made to circumscribe the same.
- (3) Where the building abuts the public sidewalk, then canopy signs may extend into the right-of-way up to within 2 feet of the curb or to the curb side of such sidewalk, whichever is closer to the building.
  - (4) Minimum clearance: 8 feet.

(Ord. 90, passed 9-21-1987)

## § 154.07 SIGN PERMIT APPLICATION.

The application for a sign permit shall be made upon forms provided by the city and shall state or have attached to them the following information:

- (A) Name, address and telephone number of the applicant and owner of the sign;
- (B) A site plan describing the location of the property, existing buildings and locations of all proposed signs including setbacks;
- (C) A scaled drawing of the sign to include dimensions and square footage calculations;
- (D) A site plan describing the position of the sign or other advertising structures in relation to nearby buildings or structures if requested by the City Building Official;
  - (E) A blueprint or ink drawing of the plans and specifications of the sign;
- (F) A copy of stress sheets and calculations showing the structure as designed or dead load and wind velocity in the amount required by this chapter and all other provisions of this code and ordinances of the city, if requested by the City Building Official:
  - (G) Name of person erecting the structure;
  - (H) Such other information as the city may require.

(Ord. 90, passed 9-21-1987)

# **№§ 154.08 FEES.**

Permit fees for signs shall be as follows.

- (A) Business signs. For each sign permitted there shall be an initial fee as specified in § 150.04 of the City Code.
- (B) Failure to obtain a permit. A double fee will be charged if a sign is erected without first obtaining a permit for such sign.

(Ord. 90, passed 9-21-1987)

# №§ 154.09 GENERAL SIGN REGULATIONS.

For R-A, R-1, R-1S, R-2, R-3 and R-4 Residential Zoning Districts:

- (A) Permitted signs.
  - (1) Monument sign.
  - (2) Ground sign.
  - (3) Building sign.

- (4) Dynamic display signs. For non-commercial institutional uses, a single dynamic display sign per lot is permitted so long as such sign conforms to the size and setback regulations of this Section and the following conditions:
  - (A) Signs have a black and white display only
  - (B) Sign image shall change no more than one time for every three hours
- (C) The sign shall be turned off 1-hour after sunset each night through 1-hour before sunrise the following day
  - (D) Luminance levels shall not exceed 6,000 nits during the daytime hours
- (E) The sign manufacturer shall submit certification at the time of Sign Permit issuance that the sign has the mechanical capabilities to control luminance at the level noted in D above. In no instance shall the sign have the mechanical capabilities to exceed 6,000 nits
  - (B) Minimum setbacks.
    - (1) Monument sign; 10 feet.
    - (2) Ground sign; 10 feet.
  - (C) Maximum square footage.
    - (1) Monument sign; 50 square feet.
    - (2) Building sign; 50 square feet.
    - (3) Ground sign; 50 square feet.
  - (D) Maximum number of signs. Maximum of 1 sign permitted.

# **№§ 154.10 B-1, NEIGHBORHOOD BUSINESS DISTRICT.**

- (A) Permitted signs.
  - (1) Building sign.
  - (2) Ground sign.
  - (3) Menu boards
  - (4) Temporary sign.
  - (5) Monument sign.
  - (6) Identification sign.
  - (7) Joint identification sign.
  - (8) General business sign.
  - (9) Canopy sign.
- (B) Minimum setbacks.
  - (1) Ground sign; 10 feet.
  - (2) Temporary sign; 10 feet.
  - (3) Monument sign; 10 feet.
  - (4) Identification sign; 10 feet.
  - (5) Joint identification sign; 10 feet.
  - (6) General business sign; 10 feet.
- (C) Maximum square footage.
  - (1) Single occupant; 40 square feet.
  - (2) Multi-occupant:
    - (a) 40 square feet per business; or
    - (b) 60 square feet for ground signs.
- (D) Maximum number of signs.
  - (1) Single occupant:

- (a) 1 ground sign; and
- (b) 1 business sign.
- (2) Multi-occupant;
  - (a) 1 ground sign per building; or
  - (b) 1 business sign per occupant.

# №§ 154.11 B-2, COMMUNITY BUSINESS DISTRICTS.

- (A) Permitted signs.
  - (1) Building sign.
  - (2) Ground sign.
  - (3) Pylon sign.
  - (4) Menu boards.
  - (5) Temporary sign.
  - (6) Monument sign.
  - (7) Identification sign.
  - (8) Joint identification sign.
  - (9) General business sign.
  - (10) Canopy sign.
- (B) Minimum setbacks.
  - (1) Ground sign; 10 feet.
  - (2) Temporary sign; 10 feet.
  - (3) Monument sign; 10 feet.
  - (4) Identification sign; 10 feet.
  - (5) Joint identification sign; 10 feet.
  - (6) General business sign; 10 feet.
  - (7) Pylon sign: 5 feet.
- (C) Maximum square footage.
  - (1) Single occupant; 125 square feet.
  - (2) Multi-occupant:
    - (a) 40 square feet per business; or
    - (b) 110 square feet per ground or pylon sign.
- (D) Maximum number of signs.
  - (1) Single occupant:
    - (a) 2 business signs; and either
    - (b) I pylon or 1 ground sign.
  - (2) Multi-occupant:
    - (a) 2 business signs per business; and either
    - (b) 1 pylon sign or 1 ground sign.

# (Am. Ord. 8, 4th Series, passed 1-16-2007)

# § 154.12 B-3, GENERAL COMMERCIAL.

- (A) Permitted signs.
  - (1) Building sign.
  - (2) Ground sign.
  - (3) Pylon sign.
  - (4) Menu boards.
  - (5) Temporary sign.
  - (6) Monument sign.

- (7) Identification sign.
- (8) Joint identification sign.
- (9) General business sign.
- (10) Canopy sign.
- (B) Minimum setbacks.
  - (1) Ground sign: 10 feet.
  - (2) Temporary sign: 10 feet.
  - (3) Monument sign: 10 feet.
  - (4) Identification sign: 10 feet.
  - (5) Joint identification sign: 10 feet.
  - (6) General business sign: 10 feet.
  - (7) Pylon sign: 5 feet.
- (C) Maximum square footage.
  - (1) Single occupant: 150 square feet.
  - (2) Multi-occupant under 20,000 square feet:
    - (a) 60 square feet per business.
    - (b) 110 square feet for ground or pylon signs.
  - (3) Multi-occupant over 20,000 square feet:
    - (a) 60 square feet per business.
    - (b) 260 square feet for ground or pylon signs.
- (D) Maximum number of signs.
  - (1) Single occupant.
    - (a) Two business signs; and either;
    - (b) One ground or one pylon sign;
    - (c) A business may use one ground and one pylon sign subject to:
- 1. Business is immediately adjacent to two public roadways one of which is a U.S. Trunk Highway;
  - 2. The pylon sign shall be adjacent to the U.S. Trunk Highway;
  - 3. The pylon sign is not within 200 feet of another pylon sign;
  - 4. The lot size of the business shall not be less than one acre:
  - (2) Multi-occupant under 20,000 square feet:
    - (a) Two business signs per occupant; and either;
    - (b) One ground or one pylon sign; or
    - (c) A business may use one ground and one pylon sign subject to:
- 1. Business is immediately adjacent to two public roadways one of which is a U.S. Trunk Highway;
  - 2. The pylon sign shall be adjacent to the U.S. Trunk Highway;
  - 3. The pylon sign is not within 200 feet of another pylon sign; and
  - 4. The lot size of the business shall not be less than one acre.

(Am. Ord. 63, 4th series, passed 1-5-2015; Am. Ord. 91, 4th series, passed 6-5-2017) 
§ 154.13 CENTRAL BUSINESS DISTRICT.

- (A) Permitted signs.
  - (1) Building sign.
  - (2) Ground sign.
  - (3) Pylon sign.
  - (4) Menu boards.

- (5) Temporary sign.
- (6) Monument sign.
- (7) Identification sign.
- (8) Joint identification sign.
- (9) General business sign.
- (10) Canopy sign.
- (B) Minimum setbacks.
  - (1) Ground sign; 10 feet.
  - (2) Temporary sign; 10 feet.
  - (3) Monument sign; 10 feet.
  - (4) Identification sign; 10 feet.
  - (5) Joint identification sign; 10 feet.
  - (6) General business sign; 10 feet.
  - (7) Pylon sign: 5 feet.
- (C) Maximum square footage.
  - (1) Single occupant: 100 square feet.
  - (2) Multi-occupant: 125 square feet.
- (D) Maximum number of signs.
  - (1) Single occupant.
    - (a) 1 business sign; and either
    - (b) 1 ground or 1 pylon sign.
  - (2) Multi-occupant.
    - (a) 1 business sign per occupant; and either
    - (b) 1 ground or 1 pylon sign.
- (E) Overhanging signs.
- (1) General business signs are permitted to encroach upon the public right-of-way a maximum of 4 feet when the front of the building abuts a property line.
  - (2) Overhang signs must be attached to the front of the building.
  - (3) Maximum height is 16 feet. Minimum clearance is 12 feet.
  - (F) Temporary sandwich board signs.
    - (1) Permitted in the 200, 300, 400 and 500 blocks of Belgrade Avenue.
- (2) The total square footage per sign shall not exceed 12 square feet or 6 square feet per side.
  - (3) One sign permitted per business.
  - (4) Signs shall be only placed in front of the location the sign serves.
- (5) Signs shall be used during the hours of operation of the business the sign serves.

(Am. Ord. 8, 4th Series, passed 1-16-2007; Am. Ord. 19, 4th Series, passed 7-7-2008; Am. Ord. 21, 4th Series, passed 1-20-2009)

# § 154.14 OR-1, OFFICE/RESIDENTIAL DISTRICT.

- (A) Permitted signs.
  - (1) Building sign.
  - (2) Ground sign.
  - (3) Temporary sign.
  - (4) Monument sign.
  - (5) Identification sign.

- (6) Joint identification sign.
- (7) General business sign.
- (8) Canopy sign.
- (B) Minimum setbacks.
- (1) Ground sign: 5 feet from front property line or 16.5 feet from the curb line, whichever is greater.
- (2) Temporary sign: 5 feet from front property line or 16.5 feet from the curb line, whichever is greater.
- (3) Monument sign: 5 feet from front property line or 16.5 feet from the curb line, whichever is greater.
- (4) Identification sign: 5 feet from front property line or 16.5 feet from the curb line, whichever is greater.
- (5) Joint identification sign: 5 feet from front property line or 16.5 feet from the curb line, whichever is greater.
- (6) General business sign: 5 feet from front property line or 16.5 feet from the curb line, whichever is greater.
  - (7) The minimum side yard setback for any ground sign shall be 10 feet.
  - (C) Maximum square footage.
    - (1) Single occupant: 80 square feet.
    - (2) Multi-occupant: 80 square feet plus an additional 20 square feet per occupant.
    - (3) Ground signs are limited to a size of 50 square feet.
  - (D) Maximum number of signs.
    - (1) Single occupant.
      - (a) 1 business sign; and
      - (b) 1 ground sign.
    - (2) Multi-occupant.
      - (a) 1 business sign per occupant; and
      - (b) 1 ground sign.

# №§ 154.15 I-1, M-1 AND M-2 INDUSTRIAL DISTRICTS.

- (A) Permitted signs.
  - (1) Building sign.
  - (2) Ground sign.
  - (3) Menu boards.
  - (4) Temporary sign.
  - (5) Monument sign.
  - (6) Identification sign.
  - (7) Joint identification sign.
  - (8) General business sign.
  - (9) Canopy sign.
  - (10) Pylon sign.
- (B) Minimum setbacks.
  - (1) Ground sign: 10 feet.
  - (2) Temporary sign: 10 feet.
  - (3) Monument sign: 10 feet.
  - (4) Identification sign: 10 feet.
  - (5) Joint identification sign: 10 feet.

- (6) General business sign: 10 feet.
- (7) Pylon sign: 5 feet.
- (C) Maximum square footage.
- (1) Buildings under 25,000 square feet are permitted 200 square feet of total signage.
- (2) Buildings 25,001 to 200,000 square feet are permitted 400 square feet of total signage.
- (3) Buildings over 200,000 square feet are permitted 600 square feet of total signage.
  - (4) No freestanding or building sign shall exceed 150 square feet in size.
  - (D) Maximum number of signs.
    - (1) Single occupant building.
- (a) 2 business signs; and either 1 ground or 1 pylon sign permitted on lots with 1 street frontage.
  - (b) Lots with 2 street frontages are permitted the use of 1 ground or 1 pylon sign.
  - (2) Multi-occupant building.
- (a) 2 business signs per occupant; and either 1 ground or 1 pylon sign permitted on lots with 1 street frontage.
- (b) Lots with 2 street frontages are permitted the use of 1 ground and 1 pylon sign.

(Am. Ord. 19, 4th series, passed 7-7-2008; Am. Ord. 21, 4th series, passed 1-20-2009; Am. Ord. 30, 4th series, passed 1-4-2010; Am. Ord. 63, 4th series, passed 1-5-2015; Am. Ord. 92, 4th series, 6-5-2017)

# S 154.16 SIGNS NOT REQUIRING A PERMIT.

The following signs do not require a permit or payment of fees but must conform to the accompanying standards.

- (A) Construction/development signs.
- (1) One temporary construction sign shall be permitted on each property in any zoning district during construction.
- (2) One temporary development sign shall be permitted for each platted subdivision.
- (3) Construction signs shall only be permitted during construction or remodeling, and shall be removed before the building is occupied, or after remodeling has been completed.
- (4) In residential districts or districts abutting a residential zone, construction/development signs shall be located at least 50 feet from any existing dwelling unit and must conform to the standard residential setback requirements for that zone.
- (5) In residential districts, development signs shall be removed when the subdivision is 75% sold out or the structure is 75% rented or sold.
- (6) Where more than one builder is involved in a residential subdivision, there shall be only one sign as described above which may list the builders for the subdivision.
- (7) Construction signs are limited to 32 square feet maximum and development signs are limited to 80 square feet maximum.
  - (B) City, county, state, or federal signs.
  - (C) Garage sales.

- (1) Signs advertising garage sales shall be limited to a maximum of 3 days for each sale. There shall be no more than 3 sales each calendar year for a household and signs shall not exceed 2 square feet in area.
- (2) Garage sale signs are prohibited in public right-of-ways, on utility poles, trees, street signs traffic signs, and the like.
  - (D) Home occupation signs. Limited to 2 square feet.
- (E) *Identification sign*. Limited to no more than 6 square feet. These signs may be used as business listings on joint identification signs. These identification signs shall not be used in computing the maximum permitted sign area for a business.
- (F) *Identification signs rear entrance*. Rear entrance identification signs not exceeding 6 square feet in copy area shall be permitted as building signs located adjacent to the rear entrance to an individual business in order to identify the location for deliveries. These identification signs shall not be considered in computing the maximum permitted sign area for a business.
  - (G) Informational/directional signs.
- (1) Up to 5 on-site directional signs per site, shall be permitted in any commercial or industrial district for the purpose of directing vehicular or pedestrian traffic in a safe and convenient manner as follows:

Zoning District	Maximum Size	
B-1, B-2, B-3, OR-1 and CBD	6 sq. ft.	
I-1, M-1 and M-2	Buildings over 25,000 sq. ft 10 sq. ft. Building under 25,000 sq. ft 6 sq. ft.	

- (2) Informational signs attached to a building shall be permitted in order to locate building functions such as a car wash bay, drive-up window, or to indicate additional parking. Signs may indicate store hours and the like.
- (3) Informational signs shall meet the building sign requirements for maximum height and shall be in addition to any other business signs permitted by this chapter.
  - (H) Real estate sign.
- (1) One temporary sign advertising buildings or land for rent or for sale shall be permitted in the front yard, side yard subject to setback requirements, or window of such building. The sign shall be removed within 10 days after the property is rented or the closing of the sale. Real estate signs of any kind shall not be located in the public right-of-way.
  - (2) In Residential Districts, signs shall not exceed 6 square feet in area.
- (3) In all industrial and commercial districts, real estate signs no larger than 20 square feet are permitted.
  - (I) Political campaign sign.
- (1) Signs are limited to 4.5 square feet in residential districts and 18 square feet in commercial and industrial districts.
- (2) Each sign must contain the name and address of persons responsible for the sign and that person is responsible for its removal.
- (3) These signs shall remain for no longer than 45 days prior to and 10 days after the election for which they were intended.

- (4) All signs shall be confined to private property and shall not be attached to trees, utility poles, rocks, the exterior of buildings or within any public street right-of-way.
  - (J) Promotional sign. Signs for civic events.
- (K) *Trespass signs*. Trespass signs and signs of a similar, restrictive nature may be permitted on private property but not to exceed 2 square feet in area.
  - (L) Summary. The following is a summary of signs not requiring a permit.

# SIGNS NOT REQUIRING A PERMIT

	f Sign			
Sign Type	Ground	Buila	ling	Maximum Square Footage
Construction		1		32
Development	t	1		80 sq. ft.
Garage sales		1		2 sq. ft.
Home occupa	ation		1	2 sq. ft.
Identification Rear entran Area identi listings	nce		1	6 sq. ft. 6 sq. ft.
Informationa	l/directiona	1 5	*	See division (G)(1)
Political		1	1	Residential districts - 4.5 sq. ft., all others 18 sq. ft.
Real estate		1 or	1	R-1, R-2, R-3, & R-4 platted for single family homes - 6 sq. ft. R-3, R-4 not platted or developed for single family homes, all commercial, industrial and manufacturing districts - 20 sq. ft.
Trespass		1	1	2 sq. ft.

<sup>\*</sup>Combined total for ground and building

(Ord. 90, passed 9-21-1987; Am. Ord. 34, 4th Series, passed 1-18-2011; Am. Ord. 43, 4th Series, passed 1-17-2012)

# **№§ 154.17 VARIANCES.**

- (A) Authorized. To provide reasonable flexibility in the sign regulations, the City Council may approve a variance or a sign not otherwise permitted by these regulations where such exception would not be inconsistent with the legislative intent and objectives of this chapter.
  - (B) Procedure.
- (1) Application for a variance shall be made following the process outlined in § 156.055.
- (2) Conditions for granting a variance shall be made following the standards outlined in § <u>156.085</u>.

(C) Fee. All requests for variances shall be made in writing to the city on the form provided by the city and the request shall include a fee as determined by the Council. All information required when applying for a sign permit as outlined in § 154.06 shall be required before the request for a variance is considered by the City Council. (Ord. 90, passed 9-21-1987)

# § 154.18 NONCONFORMING SIGNS; CONTINUATION OF EXISTING SIGNS.

Existing signs, other than temporary signs, may be kept as and where they were then located effective the date of adoption of this chapter, even though they may not conform to these regulations. These signs may continue to exist except in the following conditions:

- (A) No nonconforming sign shall be reconstructed after total destruction or partial destruction exceeding 50% of its replacement value.
- (B) When a business sign is removed for any reason, then any subsequent signs, including the removed sign, must conform to this chapter. (Ord. 90, passed 9-21-1987)

# 

If an authorized agent of the city finds any sign in violation of the terms of this chapter, such violations shall be punishable as a misdemeanor.

- (A) Criminal.
  - (1) Violators will be notified by first class mail of the violation.
  - (2) Violators will be allowed 10 business days to conform to this chapter.
- (3) If after 10 days the sign is still in violation, the City Attorney shall begin formal legal proceedings.
- (B) *Civil*. The city reserves the right to pursue any civil remedy authorized by law. In pursuing such civil remedy, the cost incurred by the city attributable to such procedure, including staff time and attorney's fees shall be chargeable to the violator. (Ord. 90, passed 9-21-1987)

# CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item #10A	Department: Community Dev.	Council Meeting Date: 8/5/19
	g the Preliminary and Final Pla	t of the Landing North Phase 4: A Request
from KWS, LLC.		
DACKCDOUND AND SUDDI EMENT	TAI INEODMATION, Dlogge ve	view the Blanning Commission Deposit
BACKGROUND AND SUPPLEMENT	AL INFORMATION: Please re	view the Flanning Commission Report.
		If additional space is required, attach a separate sheet
	pprove the Preliminary and Fin	al Plat of the Landing North Phase 4: A
Request from KWS, LLC.		
	SUPPORT	ING DOCUMENTS ATTACHED
Motion By:	Resolution Ordinar	nce Contract Minutes Map
Second By:		
Vote Record: Aye Nay		
Whitlock Steiner	Other (specify)	Planning Commission Report
Norland		
Oachs Dehen	======	
Workshop	Refer	to:
X Regular Meeting	Table	until:
Special Meeting	Other	;

PRELIMINARY & FINAL PLAT OF THE LANDING NORTH PHASE 4
A REQUEST FROM KWS, LLC

#### THE CITY OF NORTH MANKATO

SUBJECT:

Preliminary & Final Plat of The Landing North Phase

4

APPLICANT:

KWS, LLC

LOCATION:

Outlot D, The Landing North Phase 1

**EXISTING ZONING:** 

R-1, One-Family Dwelling

DATE OF HEARING:

August 1, 2019

DATE OF REPORT:

July 24, 2019

REPORTED BY:

Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request for preliminary & final plat consideration of The Landing North Phase 4

### COMMENT

In 2007, the applicants received plat approval of The Landing North Phase 1 as shown on Exhibit A. The plat consisted of 54 lots for single-family residential development including the following Outlots:

Outlot A - Parkland

Outlot B – Future development

Outlot C – Storm water holding pond

Outlot D – Future development

Outlot E – Ravine property

Outlot F - Access to ravine

Outlot G - Sidewalk to park

Since 2007, most of the original 54 lots have been developed and Oultot B has been platted to accommodate future single-family residential development. As the applicant is proposing to replat Outlot D to accommodate future development, attached as Exhibit B is a preliminary plat of The Landing North Phase 4 which creates 23 lots for future single-family residential development including the extension of Lexington Lane and the addition of Sunset Court. The final plat is shown as Exhibit C.

As the property is currently zoned R-1, One-Family Dwelling, the minimum lot size requirements are as follows:

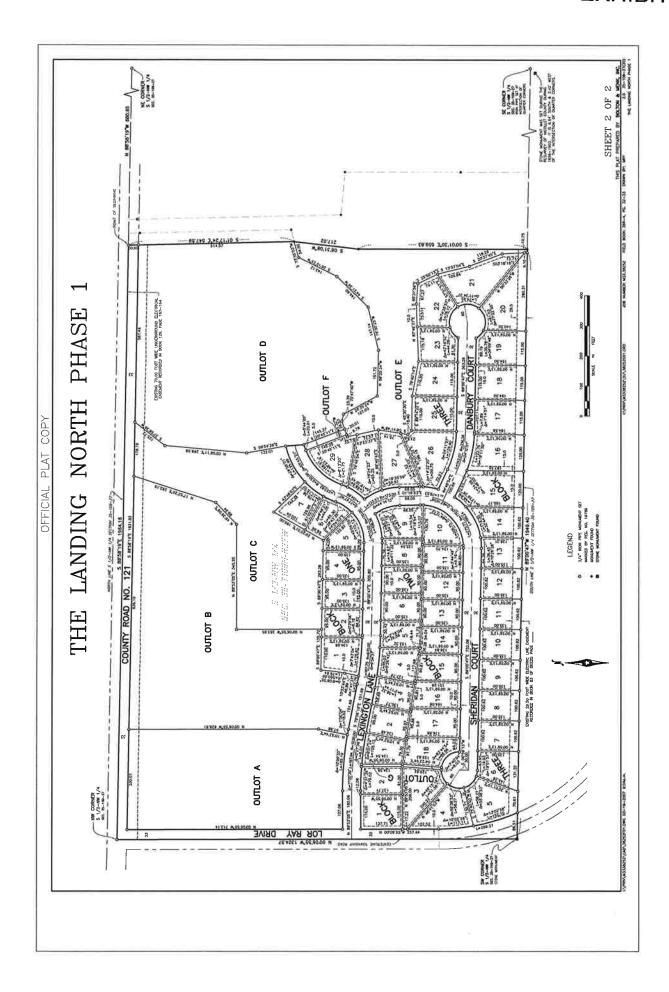
Lot area – 9,000 sq. ft. Lot width – 90 feet Lot depth – 100 feet

As proposed, all lots meet or exceed the City Code requirements.

Subject to plat approval, the extension of underground utilities and streets would begin immediately.

# **RECOMMENDATION**

Staff recommends approval of the preliminary & final plat of The Landing North Phase 4.



**EXHIBIT B** 

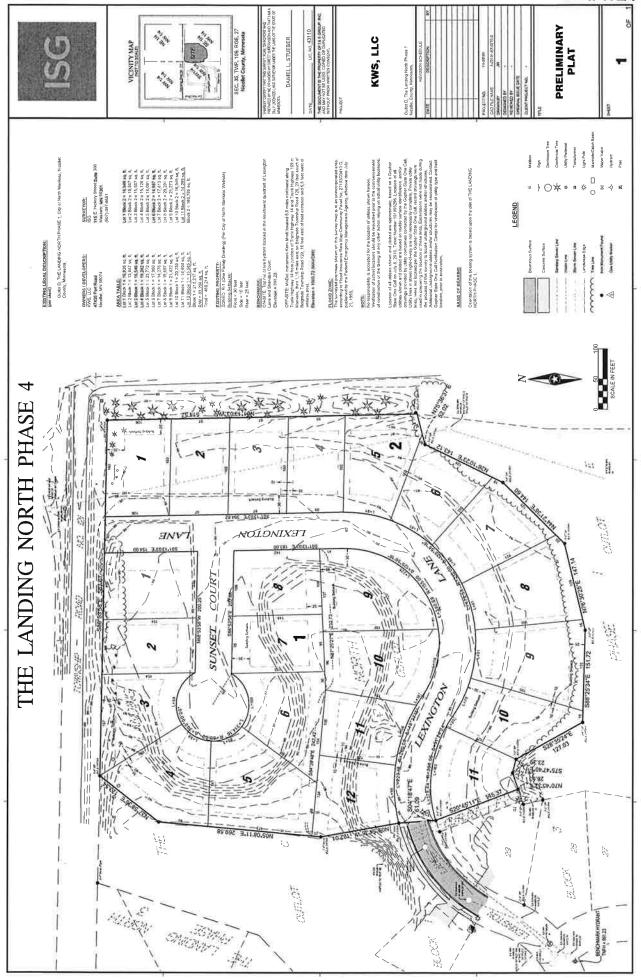


EXHIBIT C

SEC. 35, TWP-109, RGE, 27 Nicollet County, Minnesota LEGEND VICINITY MAP 4 **PHASE** THE LANDING NORTH FINAL PLAT FOR REVIEW 141 53 OUTLOT TYNE 3 COURT CHOSH 现例是 SUNSET 7.CMS/447 STATE OF STA 12 THE STATE OF THE S 8 16 53 NOON W で世の ON THE T

# **CITY OF NORTH MANKATO**

# REQUEST FOR COUNCIL ACTION



Agenda Item #10B	Department: Finance	Council Meeting Date: 8/5/19
TITLE OF ISSUE: Consider Approving Landing North Phase 4.	the Developer Agreement for	Privately Financed Improvements the
Danuing North I hase 4.		
BACKGROUND AND SUPPLEMENTA discussed at the July 22, 2019, Council V KWS.		
REQUESTED COUNCIL ACTION: Apthe Landing North Phase 4.	oprove the Developer Agreemen	If additional space is required, attach a separate sheet t for Privately Financed Improvements
the Landing North I hase 4.		
	SUPPORT	NG DOCUMENTS ATTACHED
Motion By:Second By:	Resolution Ordinar	ce Contract Minutes Map
Vote Record: Aye Nay		
Whitlock Steiner	Other (specify)	Development Agreement
Norland Oachs		
Dehen	; <del>.</del>	
Workshop	Refer	
X Regular Meeting	Table	until:
Special Meeting	Other	

#### **CITY OF NORTH MANKATO**

# **NICOLLET COUNTY, MINNESOTA**

# DEVELOPER AGREEMENT FOR PRIVATELY FINANCED IMPROVEMENTS THE LANDING NORTH PHASE4

THIS AGREEMENT, made and entered into this	day of		, 2019, by
and between the City of North Mankato, a municipal corporation	n, in the	State of	of Minnesota,
hereafter called "City", and, KWS, LLC., hereafter called the "De	veloper."	The I	Developer has
asked the City to approve a plat legally described in Exhibit "A" att	ached her	eto.	

#### NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

### A. City Responsibilities

- 1. The City has begun exploration with MnDOT and other agencies making Lor Ray Dr. a State Aid Route for inclusion of a future street improvement project. The City will continue to update the Developer on the progress of this road improvement.
- 2. The City will be responsible for all costs associated with the installation of the 12-inch trunk sewer line along the alignment of Lexington Lane. Such costs will include design, construction, inspections and testing and will include the removal and replacement of any existing infrastructure as required to construct the trunk sewer line. Future development north of the existing Belgrade Township Rd. 122, will pay a connection charge associated with each parcel developed. The trunk sewer line must be installed and completed no later than December 31, 2019.
- 3. The City will maintain the existing storm water pond pumps and the treatment through December 31, 2023.
- 4. City to install final lift within two years of the first lift with remaining proceeds from cash deposit or Irrevocable Letter of Credit from the Developer associated with the final lift portion of the contractor's bid.

#### **B.** Developer's Responsibilities

- 1. The City has been petitioned by the Developer for permission to privately construct the improvements itemized in Exhibit "B" attached hereto (the "Improvements") to be paid for by the Developer for the development as itemized in Exhibit "A". The improvements of the remainder of the Phase 4 will not be completed in this initial development.
- 2. The following plans shall be delivered to the City by the Developers on a time schedule set forth in this agreement.

#### A. Final Plat

B. Engineering Plans and Specifications for the Improvements

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

- 3. The Developer shall privately finance the Improvements.
- 4. The Developer shall install or ensure installation at its sole cost and expense and in accordance with all state, federal and local rules, regulations, ordinances and laws the following:
  - A. Site Grading Improvements
  - B. Surveying and Staking
  - C. Street Improvements First lift
  - D. Sanitary Sewer Improvements
  - E. Water main improvements
  - F. Storm water Drainage and Storm Water Management Improvements
  - G. Temporary and Permanent Erosion Control Improvements
  - H. Setting of Lot and Block Monuments
  - I. Gas, Telephone, Cable TV and Electrical Utilities
  - J. Streetlights
  - K. Traffic Control Signage
  - L. Sidewalks
  - M. Mailboxes

Unless extended in writing by the City, the Developer shall complete the Improvements described therein in Exhibit B within twelve months from the date of this Agreement. The Developer shall be responsible for the necessary repairs to maintain the Improvements.

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

- 5. The Developer hereby grants the City, its agents, employees, officers and contractors under the construction contract a license to enter the platted property to perform all work and inspections deemed appropriate by the City during the installation of the Improvements under this Agreement. The license shall expire after all Improvements to be installed pursuant to this Agreement have been installed and accepted by the City.
- 6. Upon completion and acceptance of all work and construction required by this Agreement, the Improvements described in paragraph 4 under C, D, E, F, J, K, and L lying within public easements and/or rights-of-way (the "Public Improvements") shall become City property without further notice or action.

- 7. The Developer shall promptly clean dirt and debris from streets, curb and gutter and perform all other erosion and sediment control work as required by the MPCA NPDES Construction Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) prior to the Public Improvements being dedicated to the City upon the completion of the Public Improvements.
- 8. All costs associated with the Landing North Phase 4 subdivision, including City Engineer, City Attorney, permit fees and any other city costs outlined in this Agreement shall be paid by the Developer within 30 days of receiving an invoice from the City.

The Developer will be required, upon execution of this Agreement, to furnish the City with a cash deposit or Irrevocable Letter of Credit equal to the Cities liability exposure, which is determined to be one hundred ten percent (110%) of the cost of the Improvements, including change order that may necessitate an additional cash deposit or letter of credit.

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

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

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

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

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

- 9. The Developer shall warranty all work to be free of all defects in workmanship and materials for a period of one year extending from the date of acceptance by the City of the Public Improvements as defined it Number 6.
- 10. The Developer shall be responsible for all costs associated with construction inspections and engineering review as performed by the City Engineer.
- 11. Construction Staking. The Developer will provide all staking services for grading, sanitary sewer, water main, storm sewer, lot services, sidewalks, and all roadway improvements.
- 12. The Developer shall pay for all costs incurred by it and the City in conjunction with the development of the plat, included without limiting the generality thereof, legal, planning, engineering, inspection expenses, permits in connection with approval and acceptance of the plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

- 13. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting in plat approval or supervision or obligation that the City has undertaken pursuant to this Agreement. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering, attorney's fees and costs of litigation. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat or any part of it.
- 14. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given the notice of work in default, not less than 24 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part and withhold the issuance of any building permit or occupancy permit.
- 15. The Developer represents to the City that the plat complies with all city, county, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. City staff and consulting engineers shall diligently work to review compliance with the above-mentioned laws and regulations. If the City determines that the plat does not comply, the City may, at its discretion and upon written notification to the Developer, refuse to allow construction or development work in the plat area until the Developer complies. Upon the City's demand, the Developer immediately shall cease work until there is compliance.
- 16. Third parties shall have no recourse against the City under this Agreement. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits or certificates of occupancy. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- 17. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. If iron monuments are disturbed, they shall be replaced at the Developer's expense before a certificate of occupancy is granted.
- 18. The Developer agrees to maintain, at all times before acceptance of the Street Improvements by the City, an access road suitable for use by emergency, police and fire department equipment. The adequacy of such road shall be solely determination by the City. Furthermore, such access road shall be located no more than 150 feet from any structure built within the Subdivision.
- 19. The Improvements must meet the Adopted Standard Construction Specifications and Details of the City of North Mankato.
- 20. The Developer shall be responsible for obtaining the necessary permits including: MPCA Sanitary Sewer Extension Permit, Minnesota Department of Health Plan Review Permit,

Minnesota Pollution Control Agency, NPDES Construction Stormwater Permit and any other permits necessary to construct the Improvements.

# **Building Permits**

- 1. The Developer further agrees that City Sewer, Water, Storm Sewer, and Aggregate Base construction of the Streets and temporary street signs, will be completed prior to the issuance of building permits.
- 2.Any stormwater ponds must be satisfactorily built in accordance with the approved plans before a building permit is issued.
- 4. The City agrees that certificates of occupancy will be granted when gas, electric, and telephone service are provided to the development and all other requirements have been met by the Developer.
- 5. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer assumes all liability and cost resulting in delays in completion of Improvements and damage to the Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties. No construction of a building and/or structure may be initiated prior to obtaining a City building permit.

### **Recording and Release**

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

#### **Property Taxes**

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

#### **General Provisions**

- 1. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall constitute a waiver or release.
- 2. This Agreement shall run with the land and may be recorded against the title to the property described in Exhibit A. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver to the Developer a release of this Agreement.
- 3. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, expressed or implied, now or hereafter arising available to the City, a law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order an may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other rights, power or remedy.
- 4. The Developer shall require any contractor to maintain liability and personal injury insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000 in the aggregate. The City must be named as additional insured under such policy. The contractor must also maintain the adequate worker's compensation insurance and property insurance. The term of the insurance shall be renewable until the construction of the Improvements is complete.
- 5. All disputes associated with this Agreement, shall be submitted to District Court in Nicollet County, Minnesota. Minnesota law shall apply to all disputes.
- 6. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, its employees or agents or mailed to the Developer by registered mail at the following address:

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

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

# **CITY OF NORTH MANKATO**

	By	
(SEAL)	Mayor	
	By	
	City Administrator	
STATE OF MINNESOTA		
COUNTY OF NICOLLET		
The foregoing instrument w	vas acknowledged before me this	day of,
2019, by, 1	Mayor and by	, City Administrator of
North Mankato, a Minnesota muni	cipal corporation, on behalf of the co	orporation and pursuant to
the authority of the City Council.		
Notary Public	-	

# KWS, LLC

	By		
	Its President		
STATE OF MINNESOTA			
COUNTY OF BLUE EARTH			
The foregoing instrument was ac 2019, by Jeff Williams, KWS, LLC	cknowledged before me this	day of	,
	£		
Notary Public			

KWS, LLC

STATE OF MINNESOTA

COUNTY OF BLUE EARTH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

2019, by Jeff Williams, KWS, LLC

Notary Public

#### **EXHIBIT A – LEGAL DESCRIPTION**

### Description:

Lots 9-12 Block 1 The Landing North Phase 4

Lots 5-11 Block 2 The Landing North Phase 4

#### EXHIBIT B – ITEMIZED IMPROVEMENT

### **CITY OF NORTH MANKATO**

### REQUEST FOR COUNCIL ACTION



Agenda Item #10C	Department: Administration	Council Meeting Date: 8/5/19
TITLE OF ISSUE: Consider Approving and Profinium, Inc.	the Memorandum of Understa	nding between the City of North Mankato
		-
CALL STATE OF THE	n program offers loans from \$10 Estimated Market Value under	
		If additional space is required, attach a separate sheet
REQUESTED COUNCIL ACTION: Ap Mankato and Profinium, Inc.	oprove the Memorandum of Un	derstanding between the City of North
	SUPPORTI	NG DOCUMENTS ATTACHED
Motion By:Second By:	Resolution Ordinan	ce Contract Minutes Map
Vote Record: Aye Nay		
Whitlock Steiner Norland Oachs Dehen	Other (specify)	Memorandum of Understanding
:		
Workshop	Refer	to:
X Regular Meeting	Table	until:
Special Meeting	Other	

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MANKATO AND PROFINIUM, INC.

- 1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of N. Mankato, a Minnesota municipality (the "City", whose address is 1001 Belgrade Avenue, N. Mankato, Minnesota, 56003, and a Profinium, Inc., a Minnesota banking corporation (the "Lender"), whose address is 414 N. 5<sup>th</sup> Avenue, Truman, Minnesota, 56088.
- 2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Profinium Home Improvement Program (hereinafter referred to as the "Program") will operate and function. The Program will cover the geographical boundaries of the City of N. Mankato. The Program goals is to build mutually beneficial business relationships with the City of N. Mankato, gain new clients, enrich the lives of citizens, build team partnerships, impact the community positively, and to potentially meet the needs of credit needs of low- and moderate-income neighborhoods. The Program will be marketed and promoted as part of the City's Northside Revival program.
- 3. <u>Term of MOU</u>. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect until December 31, 2019. This MOU may be renewed annually. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
- 4. Responsibilities of the City of North Mankato. The City will promote the Program on its website, social media, using word of mouth, and on its utility bills. The City will approve all applicable permits and conduct inspections.
- **5.** Responsibilities of Profinium, Inc. Profinium, Inc.'s, responsibilities, costs, expenses, and benefits to the borrower are delineated as follows.
- A. Escrow Account. Profinium will deposit all the applicable renovation costs into an interest-bearing renovation escrow account at the time that the mortgage loan closes. Profinium will use a separate renovation escrow account for each borrower.
- **B.** Renovation Account. Each renovation be a custodial account that satisfies Fannie Mae's criteria for custodial accounts and depositories and includes all required funds previously described to pay for the renovation.
- **C. Interest Earned.** Profinium shall pay or credit all interest earned on the renovation escrow account, less any administrative expenses involved in maintaining the account, to the borrower.

- **D. Draws.** Based upon the borrower's request, Profinium shall release an amount not to exceed 50% of total planned materials costs upon request, provided funds for materials were not released upon, or immediately following, loan closing. A portion of this initial draw may be used to pay for permits, architect fees, and design or planning expenses that were incurred during the initial planning phase of the project.
- E. Additional Funds. Profinium will release any additional funds from the renovation escrow account to the contractor and the borrower only when the release is requested in accordance with the agreed upon schedule; and an inspection has occurred to validate that all work is being completed in accordance with the renovation plans (including any changes to the renovation plans submitted to the Profinium). The borrower must sign off on the request with documentation for the work completed by contractors or billed materials. Funds may not be used to pay for borrower's personal labor, only the labor costs of approved contractors can be drawn from the funds from the loan.
  - 6. Qualifying Loan Details. See Attachment A, on page four (4), of this MOU.
- 7. Home Improvement Types & Requirements. See Attachment B, on page five (5), of this MOU.
- **8.** Home Improvement Program Procedures. See Attachment C, on page six (6), of this MOU.

#### 9. General Provisions.

- A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- **B.** Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. The courts of the State of Minnesota shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Blue Earth County, Minnesota.
- **D.** Entirety of Agreement. This MOU, consisting of six (6), pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- **E.** Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- **F. Sovereign Immunity.** The City and Profinium and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each

fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

- any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
  - **10.** Counterparts. This MOU may be signed in counterparts.
- 11. <u>Signatures</u>. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

#### City of N. Mankato, a Minnesota municipality

Signature:	Date: July	, 2019
By:		
Its:		
Profinium, Inc., a Minnesota banking corporation		
Signature:	Date: July	, 2019
By:		
Its:		

### Attachment A Qualifying Loan Details

Loan funds may be used to address code and structural corrections, energy improvements, and general property improvements. Loans are available to finance new improvements not yet under construction, and if there are code corrections identified during the inspection, they must be addressed as part of the project.

- Loans from \$10,000 \$75,000
- CTLV up to 90% with "as is" appraisal
  - Credit score of 700 and higher
- CLTV up to 80% with evaluation
  - Credit score of 650 and higher
- Located in the City
- Taxes assessed value under \$200,000
- Homes built before 1995
- Owner occupied and Primary residence
- Closings cost can be included in the loan

- 10 Year full amortized loan
- CTLV up to 80% with "as completed" appraisal
  - Credit score of 680 and higher
- 4.99% Discounted Fixed Rate with automatic payments from a Profinium account
- 5.29% Fixed Rate
- · Client must credit qualify
- \$1,000,000 Loan pool available to each city
- All other Profinium policies apply

# Attachment B Home Improvement Types & Requirements

- Foundation work
- Major exterior Siding, Roof, Windows
- Addition for a bedroom or living space
- Mechanical Furnace, Electrical, A/C
- Licensed contractor may be required based on owner's expertise and project
- Major interior Kitchen, Bathroom
- Approved project/permit from the city
- Funds held in an escrow account
- Bids for the improvement
- Plans for the improvement

#### <u>Attachment C</u> Home Improvement Program Procedures

- 1. Loan application is completed between the MLO and the borrower(s). (Mortgage Loan Officer)
  - a. Conditionally approved applications move forward.
  - b. Denied applications follow the residential mortgage denial procedure.
- 2. Borrower(s) provide bids and plans for improvements.
  - a. If a contractor is required, the bids will need to be signed or a sworn construction statement required signed by both parties.
- 3. Borrower(s) provides approved permit from the city.
- 4. Formal approval of loan application. (Mortgage Loan Officer)
  - a. If exceptions are present, they must be approved by the appropriate level of approval.
- 5. Preliminary underwriting is performed. (Mortgage Leader)
- 6. Appraisal or evaluation is ordered. (Mortgage Processor)
- 7. Title work is ordered. (Mortgage Processor)
- 8. Final underwriting of the loan is performed. (Mortgage Leader)
- 9. Set up the account to escrow the loan proceeds used for the project. (Mortgage Loan Officer and Personal Banker)
- 10. Closing is set once all the underwriting conditions have been cleared. (Mortgage Processor and Mortgage Loan Officer)
- 11. Loan is closed. (Mortgage Processor and Mortgage Loan Officer)
  - a. Automatic payments from a Profinium are set immediately if customer choose the lower rate.
  - b. Funding has a three day right of recession.
- 12. Completes tickets for the funds to be put into an interest baring escrow account. (Mortgage Processor)
- 13. Facilitate draw requests (Mortgage Loan Officer and Business Banking)
  - a. Borrower and/or contractor submit signed/approved request.
    - i. Provide receipts and invoices for draw request.
    - ii. Overages need to be covered by the borrower at the time of overage unless it is proven other areas will be under.
  - b. Inspections completed prior to disbursement of funds. (Mortgage Loan Officer, Market President, Business Banker or Mortgage Leader)
  - c. Funds are disbursed to the invoices or receipts with the request.
- 14. Project completion.
  - a. Final draw and inspection have been completed in accordance with bids and plans.
  - b. City has concluded their final inspection.
  - c. Remaining funds plus and interest will be released to the client.

### **CITY OF NORTH MANKATO**

### REQUEST FOR COUNCIL ACTION



Agenda Item #10D	Department: City Engineer	Council Meeting Date: 8/5/19
TITLE OF ISSUE: Consider Resolution Appointing Mn/Dot as the City's Agent Drive Improvement Project.		to MN/Dot Contract No. 1033832 s in Conjunction with the 2019 Commerce
BACKGROUND AND SUPPLEMENTA 1033832 which appointed MnDOT as the behalf of the City in order to secure the Since the original agreement was execut years. As a result, the City is receiving seadvanced from future fiscal years.	ne City's agent to accept federal federal funds in advance of the ted, MnDOT shifted federal fun	funds for the Commerce Drive project on years that the funds are designated. ds to certain projects in several project
REQUESTED COUNCIL ACTION: Ad 1033832 Appointing Mn/Dot as the City Commerce Drive Improvement Project.	's Agent in Accepting Federal A	endment No. 1 to MN/Dot Contract No.
	SUPPORT	ING DOCUMENTS ATTACHED
Motion By:	Resolution Ordinar	ace Contract Minutes Map
Second By:  Vote Record: Aye Nay  Whitlock	Other (specify)	
Steiner Norland		
Oachs		
Dehen		
Workshop	Refer	to:
X Regular Meeting	Table	until:
Special Meeting	Other	: <u> </u>

#### RESOLUTION NO.

# RESOLUTION APPROVING AMENDMENT NO. 1 TO MN/DOT CONTRACT NO. 1033832 APPOINTING MN/DOT AS THE CITY'S AGENT IN ACCEPTING FEDERAL AID FUNDS IN CONJUNCTION WITH THE 2019 COMMERCE DRIVE IMPROVEMENT PROJECT

WHEREAS, federal funds for the 2019 Commerce Drive Improvement Project, SP 150-119-003, STPF 5219(102), had previously been programmed in the State Transportation Improvement Program (STIP) for the fiscal years 2021 and 2022, and

WHEREAS, the City of North Mankato intends to advance construct said 2019 Commerce Drive Improvement Project in 2019, and

WHEREAS, the City of North Mankato and the State of Minnesota have previously executed Agreement No. 1033832 that appointed the State of Minnesota, through its Commissioner of Transportation, as an agent of the City of North Mankato to accept as its agent, federal funds on behalf of the City to secure the federal funds in advance of the years that the funds are designated in the STIP, pursuant to Minnesota Stat. Sec. 161.36, and

WHEREAS, the amount of federal funds that the City of North Mankato will receive in each fiscal year changed after the execution of Agreement No. 1033832 such that the funds will be available in fiscal years 2019 and 2022 rather than in fiscal years 2021 and 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA that the Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of North Mankato to execute and enter into Amendment No. 1 to Agreement No. 1033832, modifying the terms and conditions the federal aid participation as set forth and contained in Agreement No. 1033832, a copy of said amendment was before the City Council and is made a part hereof by reference.

Adopted by the City Council this 5th day of August 2019.

	Mayor	<del>_</del>
Attest:		
1	City Clerk	



MnDOT Contract #: 1033832

#### AMENDMENT # 1 TO MnDOT CONTRACT #: 1033832.

Contract Start Date:	4/4/2019	Original Contract Amount:	\$2,398,220.00
Orig. Contract Exp. Date:	5/20/2024	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date	5/20/2024	Current Amendment Amount:	\$0.00
-		Current Contract Total	\$2,398,220.00
		4:	
Project Identification:	Upgrade MSAS 112 form	n Lookout Drive and Lor Ray Drive	
Project Identification : State Project (SP):	Upgrade MSAS 112 form	m Lookout Drive and Lor Ray Drive Route Name	MSAS 112

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of North Mankato ("Local Government").

#### Recitals

The State has a contract with the Local Government identified as MnDOT Contract No. 1033832 ("Original Contract") to allow the State to act as agent to receive and disburse transportation related federal funds.

This contract is being amended to revise and update the amount of federal funds that the local government will receive each year.

The State and the Local Government are willing to amend the Original Contract as stated below.

#### **Contract Amendment**

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

#### **REVISION 1.** Article 5, 5.1. "Payment" is amended as follows:

- 5.1.1 Of these SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds, \$ 590,100 **954,100** is available in federal fiscal year 2019.
- 5.1.2 Of these SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds, \$317,900 no funding is available in federal fiscal year 2021.
- 5.1.3 Of these SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds, \$ 251,414 205,314 is available in federal fiscal year 2022.

#### **REVISION 2.** Article 5, 5.3. "Payment" is amended as follows:

Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2020 for federal fiscal year 2021 and until after October 1, 2021 for federal fiscal year 2022. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

MnDOT C	Contract #:	1033832	
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DEPARTMENT OF TRANSPORTATION

CITY	Individual certifies that the applicable provisions of Minnesota Statute \$16C.08 subdivisions 2 and 3 are reaffirmed
City certifies that the appropriate person(s) have executed the Amendme on behalf of City as required by applicable articles, bylaws or resolutions.	By:
Ву:	Title: <u>Director</u> State Aid for Local Transportation
Title:	Date:
Date:	Date,
Ву:	COMMISSIONER OF ADMINISTRATION
Title:	Ву:
Date:	Date:



## STATE OF MINNESOTA AGENCY AGREEMENT

for

#### FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number:	150-119-003
FAIN Number:	STPF 5219(102)
	ed into by and between the City of North Mankato ("Local Government") and the State of ghits Commissioner of Transportation ("MnDOT").
DECITALS	

- 1. MnDOT Contract Number 1029968 which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
- Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local
  Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of
  transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
- The Local Government is proposing a federal aid project to upgrade Minnesota State Aid Street 119 between Look
  Out Drive and Lor Ray Drive with pedestrian upgrade and access closures, hereinafter referred to as the "Project";
  and
- 4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal years 2019, 2021 and 2022, and is identified in MnDOT records as State Project 150-119-003, and in Federal Highway Administration ("FHWA") records as Minnesota Project STPF 5219(102); and
- 5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
- 6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
- 7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
- 8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

#### **AGREEMENT TERMS**

#### 1. Term of Agreement

1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five



(5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

#### 2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number 1029968, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

#### 3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number 1029968, which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

#### 4. Time

- 4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). No work completed after the end date will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the end date.

#### 5. Payment

- 5.1. It is estimated that the total cost of the Project is \$ 2,398,220. The remaining share will be paid by the Local Government. Eighty percent of the costs up to a total of \$1,159,414 will be eligible for SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds.
  - 5.1.1.Of these SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds, \$ 590,100 is available in federal fiscal year 2019.
  - 5.1.2.Of these SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds, \$ 317,900 is available in federal fiscal year 2021.
  - 5.1.3.Of these SURFACE TRANSPORTATION PROGRAM FLEXIBLE funds, \$ 251,414 is available in federal fiscal year 2022.
- 5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2020 for federal fiscal year 2021 and until after October 1, 2021 for federal fiscal year 2022. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- 5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in

MnDOT Contract Number 1029968, which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6.	Auth	ithorized Representatives			
	6.1.	MnDOT's Authorized Representative is:			
		Name: Lynnette Roshell , or her successor.			
		Title: State Aid, Special Projects			
		Phone: <u>651-366-3822</u>			
		Email: lynnette.roshell@state.mn.us			
		MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.			
	6.2.	The Local Government's Authorized Representative is:			
		Name: John Harrenstein, or his successor.			
		Title: North Mankato City Engineer			
		Phone: 507-625-4141			

# Government will immediately notify MnDOT. 7. Assignment Amendments, Waiver, and Agreement Complete

Email: Johnharrenstein@northmankato.com\_\_\_

7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

If the Local Government's Authorized Representative changes at any time during this agreement, the Local

- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

#### 8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8.2. Claims. The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

#### 9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.
- 10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
- 11. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- 12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 13. Termination; Suspension

- 13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have

not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

- 13.3. Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:
  - 13.3.1. Funding is not obtained from the Minnesota Legislature; or
  - 13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 13.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 14. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, If any.
- 15. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17. Appendix II 2 CFR Part 200 Federal Contract Clauses. The Local Government agrees to comply with the following

federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

- 17.1.1. Remedies. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 17.1.4. Davis-Bacon Act, as amended. (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

- construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. Debarment and Suspension. (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. Byrd Anti-Lobbying Amendment. (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. Procurement of Recovered Materials. See 2 CFR 200.322 Procurement of Recovered Materials.
- 17.2. **Drug-Free Workplace**. In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Nondiscrimination**. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

#### 17.4. Federal Funding Accountability and Transparency Act (FFATA).

- 17.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
  - a. Reporting of Total Compensation of the Local Government's Executives.
  - b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
    - 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - Salary and bonus.
  - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

- 17.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <a href="http://fedgov.dnb.com/webform/">http://fedgov.dnb.com/webform/</a>
- 17.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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41948

the City of North Mankato
the City of North Mankato certifies that the appropriate
person(s) have executed the contract on behalf of the
Local Government as required by applicable articles,
bylaws, resolutions or ordinances

By:

Title:

Date:

5/6/19

DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

By:

Which was a sequence of the contract on behalf of the
Local Government as required by applicable articles,
bylaws, resolutions or ordinances

By:

Title: State Aid Engineer

Date:

5-17-/9

COMMISSIONER OF ADMINISTRATION

By:

Symm A: Wessign
Date:

5/20/2019

STATE OF MINNESOTA	)		
COUNTY OF NICOLLET	)	SS.	Authenticating Certificate
CITY OF NORTH MANKATO	)		

I, the undersigned, being the duly qualified City Clerk of the City of North Mankato, Minnesota, hereby certify that I have carefully compared the following attached Resolution No. 42-19, adopted at a Regular Meeting of the City Council of the City of North Mankato held on May 6, 2019, entitled:

RESOLUTION APPROVING MN/DOT CONTRACT NO. 1033832 APPOINTING MN/DOT AS THE CITY'S AGENT IN ACCEPTING FEDERAL AID FUNDS IN CONJUNCTION WITH THE 2019 COMMERCE DRIVE IMPROVEMENT PROJECT

with the original thereof on file and of record in my office, and that the same is a full, true and complete copy of said original.

I further certify that a majority of the members of the City Council were present throughout the meeting, and that the Resolution was passed by a majority vote of all members of the Council.

Witness my hand and the official seal of said City of North Mankato this 7<sup>th</sup> day of May 2019.

April Van Genderen

City Clerk

City of North Mankato, Minnesota

# RESOLUTION APPROVING MN/DOT CONTRACT NO. 1033832 APPOINTING MN/DOT AS THE CITY'S AGENT IN ACCEPTING FEDERAL AID FUNDS IN CONJUNCTION WITH THE 2019 COMMERCE DRIVE IMPROVEMENT PROJECT

WHEREAS, federal funds for the 2019 Commerce Drive Improvement Project, SP 150-119-003, STPF 5219(102), have been programmed in the State Transportation Improvement Program (STIP) for the years 2021 and 2022, and

WHEREAS, the City of North Mankato intends to advance construct said 2019 Commerce Drive Improvement Project in 2019, and

WHEREAS, the City of North Mankato must designate the State of Minnesota, through its Commissioner of Transportation, as an agent of the City to accept the federal funds on behalf of the City to secure the federal funds in advance of the years that the funds are designated in the STIP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA that, pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as an agent of the City of North Mankato to accept as its agent, federal funds which may be made available for eligible transportation projects.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed for and on behalf of the City of North Mankato to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1033832," a copy of which said agreement was before the City Council and which is made a part hereof by reference

Adopted by the City Council this 6th day of May

Mayor

Attest

City Clerk