



CITY OF NORTH MANKATO

OFFICE OF THE MAYOR

## PROCLAMATION

*WHEREAS, Mankato Area Girls Fastpitch Association (MAGFA) was started in 1982 and became known as the "Peppers" because the first sponsor was Dr. Pepper; and*

*WHEREAS, MAGFA supports and encourages girls and young women to become involved in softball; and*

*WHEREAS, more than 4,800 girls participated in softball over the last 10 years and that number looks to increase in the next 10 years; and*

*WHEREAS, Peppers will host a National Professional Fastpitch team in North Mankato during June-August, 2019; and*

*WHEREAS, the Peppers National Professional Fastpitch team will bring 15 International teams to North Mankato in 2019; and*

*WHEREAS, over 150 teams are expected for Peppers Week 2019 during Rising Stars & Peppers Classic Tournament; and*

*WHEREAS, Girls Fastpitch brings an estimated 5,000 visitors to the greater Mankato area and generates a significant economic impact to the area.*

*NOW THEREFORE I, Mark Dehen, Mayor of North Mankato, proclaim June 18-July 6, 2019 as:*

### PEPPERS WEEK

*And I call this observance to the attention of all of our citizens.*

*Dated this 17<sup>th</sup> day of June 2019.*



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*Mark Dehen, Mayor  
City of North Mankato*



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 June 3, 2019. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Member Whitlock, Steiner, Norland, and Oachs, City Administrator Harrenstein, City Attorney Kennedy, Community Development Director Fischer, Finance Director McCann, and City Clerk Van Genderen. Absent: Public Works Director Host.

### **Approval of Agenda**

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

### **Approval of Council Meeting Minutes May 20, 2019**

**Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of May 20, 2019. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.**

### **Public Hearing, 7 pm-Proposed Assessment for Project No. 18-05 DEF Commerce Drive Improvement Project.**

City Engineer Sarff appeared before Council and reviewed the proposed Commerce Drive Improvement Project. The project is located on Commerce Drive between Lookout Drive and Lor Ray Drive and includes street and drainage improvements, removal and consolidation of access points, streetscaping and lighting, pedestrian nodes, new boulevard trees, screening shrubs and decorative street lighting. The estimated cost of the project is \$3,658,000 with \$1,200,000 from Federal Funds-STP Small Urban, \$700,000 from State Funds-Local Road Improvement Program, \$1,758,000 from City Funds and special assessments. City Engineer Sarff reported the project would include weekly communication meetings with all properties affected by the construction. Finance Director McCann reviewed the proposed special assessments. Using the assessment policy, the assessment would be \$160/linear foot. Using the established pro-rating process from previous projects, the proposed reduced assessment rate is \$67.72/linear foot. Using the pro-rating maintains equitability with previous assessment projects such as Roe Crest Drive and Jefferson Avenue. The proposed assessment still complies with the statutory requirement that the assessment amount greater than 20% of the G.O. bond amount. The total proposed assessment for all lots is \$426,300, which is 11.7% of the total project cost, and 24.3% of the total project cost less state and federal funds. Finance Director McCann reported the properties were provided their actual assessment amounts two weeks before the hearing and properties can prepay the assessment with no interest. If the property owner does not prepay the assessment, it will be certified to the County auditor and will be added to property tax statements starting in 2020 with equal annual payments over 15 years. City Engineer Sarff reviewed the proposed schedule with the approval of the contract on June 3, 2019, and construction beginning June 17, 2019, with an estimated completion date of September 30, 2019. With no one appearing before Council, Mayor Dehen closed the public hearing.

### **Consent Agenda**

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

- A. Bills and Appropriations.
- B. Res. No. 46-19 Approving Donations/Contributions/Grants.



C. Accepted License Agreement.

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

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

None.

**Business Items**

**Res. No. 47-19 Adopting Assessment for 2019 Commerce Drive Improvement Project No. 18-05 DEF.**

**Council member Steiner moved, seconded by Council Member Norland to adopt Res. No. 47-19 Adopting Assessment for 2019 Commerce Drive Improvement Project No. 18-05 DEF.**

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

**Res. No. 48-19 Accepting Bid 2019 Commerce Drive Improvement Project No. 18-05 DEF.**

City Engineer Sarff appeared before Council and reported the bids were opened at 11:00 am on Thursday, May 9<sup>th</sup>. Two bids were received with the low bidder being W.W. Blacktopping with a bid of \$3,153,829.22 and the second bid from OMG Midwest, Inc. (SMC) at \$3,340,317.47. The engineer's estimate was \$2,959,331. The low bid is approximately 6.6% above the Engineer's Estimate, and the next lowest bid is approximately 6% over the low bid. City Engineer Sarff reported that based on past performance on similar projects in previous years, they are recommending awarding the bid to W.W. Blacktopping, Inc. City Engineer Sarff reported the bid was higher based on increasing material costs. City Administrator Harrenstein noted City staff recommends accepting the bid. **Council Member Whitlock moved, seconded by Council Member Norland to adopt Res. No. 48-19 Accepting Bid 2019 Commerce Drive Improvement Project No. 18-05 DEF. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.**

**Open Forum**

Phil Henry, 1300 Noretta Drive, appeared before Council and thanked the staff for finding the missing paver stone. He also requested clarification on what would happen with the donated pavers that were removed from the library entrance.

**City Administrator and Staff Comments**

City Administrator Harrenstein reported that as part of building improvements City staff removed the pavers in front of the library and Police Annex and poured the area with concrete. The donated pavers will be laid in a place of honor once a location is confirmed.

**Mayor and Council Comments**

Mayor Dehen noted the State Girls' Fast Pitch tournament would be held on Thursday, June 6<sup>th</sup> and Friday, June 7<sup>th</sup>.

Council Member Steiner requested clarification on if access will remain available to all businesses during the Commerce Drive reconstruction. City Engineer Sarff reported access would remain.



Council Member Steiner reminded everyone that Art Splash would be occurring on June 15<sup>th</sup> from 11:00 am to 4:00 pm at South Central College.

Mayor Dehen read a letter from Mrs. Murphy's third-grade class at Hoover Elementary, which stated they would like additional history, science and math museums. Mayor Dehen indicated he would contact them and let them know that the Library offers wonderful summer events that include those topics.

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

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Mayor

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City Clerk





City of North Mankato, MN

# Claims List - Regular

By Vendor Name

Date Range: 6-17-19

| Vendor Number          | Vendor Name                             | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|---|--------------|--------------|-----------------|----------------|--------|
| Bank Code: APBNK-APBNK |   |              |              |                 |                |        |
| 00416                  | 1st LINE/LEEWES VENTURES LLC            | 06/17/2019   | Regular      | 0               | 1,109.05       | 91082  |
| 03030                  | AD STARR                                | 06/17/2019   | Regular      | 0               | 2,256.00       | 91083  |
| 03031                  | AMERICAN SOLUTIONS FOR BUSINESS         | 06/17/2019   | Regular      | 0               | 679.23         | 91084  |
| 02305                  | ANCHOR INDUSTRIES INC.                  | 06/17/2019   | Regular      | 0               | 14,628.20      | 91086  |
| 03028                  | ARLT, ALLIE                             | 06/04/2019   | Regular      | 0               | 375.00         | 91070  |
| 00095                  | ASPEN EQUIPMENT CO                      | 06/17/2019   | Regular      | 0               | 4,081.31       | 91087  |
| 02434                  | AUSTIN'S AUTO REPAIR CENTER, INC.       | 06/17/2019   | Regular      | 0               | 32.46          | 91088  |
| 03032                  | BACHMAN'S WHOLESALE NURSERY             | 06/17/2019   | Regular      | 0               | 120.00         | 91089  |
| 03036                  | BELLISSIMO PAINT & COATINGS             | 06/17/2019   | Regular      | 0               | 6,840.00       | 91090  |
| 00145                  | BETTER HOUSEKEEPING VACUUMS, INC.       | 06/17/2019   | Regular      | 0               | 75.13          | 91091  |
| 02169                  | BLUE LINE SHARPENING & SALES            | 06/17/2019   | Regular      | 0               | 125.00         | 91092  |
| 00189                  | BRAUN INTERTEC CORPORATION              | 06/17/2019   | Regular      | 0               | 2,485.00       | 91093  |
| 02757                  | CINTAS                                  | 06/17/2019   | Regular      | 0               | 214.63         | 91095  |
| 00255                  | CITY OF MANKATO                         | 06/17/2019   | Regular      | 0               | 131,916.45     | 91096  |
| 00311                  | CULLIGAN WATER CONDITIONING             | 06/17/2019   | Regular      | 0               | 3,119.56       | 91097  |
| 00312                  | CULVER'S OF NORTH MANKATO               | 06/17/2019   | Regular      | 0               | 254.00         | 91098  |
| 02804                  | DAY TRIPPERS THEATRE                    | 06/07/2019   | Regular      | 0               | 350.00         | 91077  |
| 00344                  | DIAMOND VOGEL PAINT CENTER              | 06/17/2019   | Regular      | 0               | 177.51         | 91099  |
| 03037                  | DRGANC, JENNIFER                        | 06/17/2019   | Regular      | 0               | 987.50         | 91100  |
| 00364                  | DRUMMER'S GARDEN CENTER & FLORAL        | 06/17/2019   | Regular      | 0               | 97.93          | 91101  |
| 00401                  | EXPRESS SERVICES, INC.                  | 06/17/2019   | Regular      | 0               | 1,172.61       | 91102  |
| 00404                  | FASTENAL COMPANY                        | 06/17/2019   | Regular      | 0               | 881.10         | 91103  |
| 00409                  | FERGUSON ENTERPRISES, INC               | 06/17/2019   | Regular      | 0               | 2,676.18       | 91104  |
| 02828                  | FINK, PAM                               | 06/17/2019   | Regular      | 0               | 20.25          | 91105  |
| 00432                  | FLEETPRIDE                              | 06/17/2019   | Regular      | 0               | 157.96         | 91106  |
| 00447                  | FREE PRESS                              | 06/17/2019   | Regular      | 0               | 38.08          | 91107  |
| 00468                  | GALLS, LLC                              | 06/17/2019   | Regular      | 0               | 472.50         | 91108  |
| 02891                  | GLOBAL SPECIALTY CONTRACTORS, INC.      | 06/17/2019   | Regular      | 0               | 311,695.95     | 91109  |
| 00519                  | HACH COMPANY                            | 06/17/2019   | Regular      | 0               | 1,954.53       | 91110  |
| 00534                  | HART'S AUTO SUPPLY                      | 06/17/2019   | Regular      | 0               | 128.00         | 91111  |
| 02778                  | HIM & HER DESIGN LLC                    | 06/07/2019   | Regular      | 0               | 90.00          | 91078  |
| 00577                  | HOLTMEIER CONSTRUCTION                  | 06/17/2019   | Regular      | 0               | 886.89         | 91112  |
| 00595                  | HY-VEE, INC.                            | 06/17/2019   | Regular      | 0               | 1,564.78       | 91113  |
| 03033                  | JANESVILLE TILE SUPPLY                  | 06/17/2019   | Regular      | 0               | 91.44          | 91114  |
| 02917                  | JENNINGS, STROUSS & SALMON, P.L.C.      | 06/17/2019   | Regular      | 0               | 9,000.00       | 91115  |
| 00639                  | JOHN DEERE FINANCIAL                    | 06/17/2019   | Regular      | 0               | 39.20          | 91116  |
| 00747                  | LAW ENFORCEMENT TECHNOLOGY GROUP, LL    | 06/17/2019   | Regular      | 0               | 221.00         | 91117  |
| 00724                  | LEAGUE OF MINNESOTA CITIES INSURANCE TR | 06/17/2019   | Regular      | 0               | 902.93         | 91118  |
| 00724                  | LEAGUE OF MINNESOTA CITIES INSURANCE TR | 06/17/2019   | Regular      | 0               | 184,515.00     | 91119  |
| 02344                  | LEIGHTRONIX                             | 06/17/2019   | Regular      | 0               | 2,388.00       | 91120  |
| 00797                  | MAC TOOLS DISTRIBUTOR                   | 06/17/2019   | Regular      | 0               | 90.18          | 91122  |
| 00817                  | MANKATO EAST                            | 06/04/2019   | Regular      | 0               | 742.60         | 91071  |
| 00819                  | MANKATO FORD, INC.                      | 06/17/2019   | Regular      | 0               | 12.01          | 91123  |
| 00828                  | MANKATO PEPPERS                         | 06/17/2019   | Regular      | 0               | 500.00         | 91124  |
| 00834                  | MANKATO UNITED SOCCER CLUB              | 06/17/2019   | Regular      | 0               | 23.64          | 91125  |
| 00847                  | MATHESON TRI-GAS, INC.                  | 06/17/2019   | Regular      | 0               | 156.64         | 91126  |
| 02377                  | MINNESOTA FASTPITCH COACHES ASSN.       | 06/12/2019   | Regular      | 0               | 153.45         | 91079  |
| 03022                  | MINNESOTA PAVING & MATERIALS            | 06/17/2019   | Regular      | 0               | 3,446.98       | 91127  |
| 00943                  | MINNESOTA SHERIFFS' ASSOCIATION         | 06/17/2019   | Regular      | 0               | 150.00         | 91128  |
| 00906                  | MINNESOTA STATE HIGH SCHOOL LEAGUE      | 06/12/2019   | Regular      | 0               | 2,836.77       | 91080  |
| 03034                  | MISS FUN DAYS CORONATION 2019           | 06/17/2019   | Regular      | 0               | 500.00         | 91129  |
| 01044                  | NICOLLET FIRE DEPARTMENT                | 06/17/2019   | Regular      | 0               | 960.00         | 91130  |
| 01045                  | NIELSEN BLACKTOPPING                    | 06/17/2019   | Regular      | 0               | 126,640.20     | 91131  |
| 01057                  | NORTH MANKATO MOTOR VEHICLE REGISTRA    | 06/05/2019   | Regular      | 0               | 528.83         | 91073  |
| 03020                  | NUTRIEN AG SOLUTIONS, INC.              | 06/17/2019   | Regular      | 0               | 172.23         | 91132  |
| 01106                  | PETTY CASH                              | 06/12/2019   | Regular      | 0               | 2,700.00       | 91081  |
| 01106                  | PETTY CASH                              | 06/17/2019   | Regular      | 0               | 95.00          | 91133  |



|       |                                     |            |            |   |            |            |
|-------|-------------------------------------|------------|------------|---|------------|------------|
| 01133 | POWERPLAN/RDO EQUIPMENT             | 06/17/2019 | Regular    | 0 | 7,792.72   | 91134      |
| 01137 | PRAXAIR DISTRIBUTION, INC           | 06/17/2019 | Regular    | 0 | 95.16      | 91135      |
| 01182 | REGION 2A                           | 06/04/2019 | Regular    | 0 | 563.82     | 91072      |
| 01190 | REINHART FOODSERVICE LLC            | 06/17/2019 | Regular    | 0 | 4,125.93   | 91136      |
| 03040 | SEWAH STUDIOS, INC.                 | 06/17/2019 | Regular    | 0 | 10,760.00  | 91137      |
| 01278 | SHERWIN-WILLIAMS CO.                | 06/17/2019 | Regular    | 0 | 890.98     | 91138      |
| 03039 | SMITH CONCRETE CONSTRUCTION         | 06/17/2019 | Regular    | 0 | 15,300.00  | 91139      |
| 03038 | SMITH PROPANE & LUBE INC.           | 06/17/2019 | Regular    | 0 | 503.63     | 91140      |
| 01297 | SOUTH CENTRAL COLLEGE               | 06/17/2019 | Regular    | 0 | 150.00     | 91141      |
| 01308 | SOUTHERN MINNESOTA INSPECTION CO.   | 06/17/2019 | Regular    | 0 | 866.00     | 91142      |
| 02015 | TARGET                              | 06/17/2019 | Regular    | 0 | 98.77      | 91143      |
| 01390 | THOMAS TREE & LANDSCAPE, INC.       | 06/17/2019 | Regular    | 0 | 350.00     | 91144      |
| 01402 | TIRE ASSOCIATES                     | 06/17/2019 | Regular    | 0 | 2,778.17   | 91145      |
| 03035 | TOW DISTRIBUTING CORPORATION        | 06/17/2019 | Regular    | 0 | 293.00     | 91146      |
| 01433 | TYLER TECHNOLOGIES                  | 06/17/2019 | Regular    | 0 | 125.00     | 91147      |
| 02833 | VALLEY ASPHALT PRODUCTS, INC.       | 06/17/2019 | Regular    | 0 | 493.14     | 91148      |
| 01525 | WEST CENTRAL SANITATION, INC.       | 06/17/2019 | Regular    | 0 | 27,824.21  | 91149      |
| 02924 | WHITEWATER WEST INDUSTRIES LTD      | 06/17/2019 | Regular    | 0 | 158,400.00 | 91150      |
| 03041 | WILD THINGS ZOO ATTRACTIONS LLC     | 06/17/2019 | Regular    | 0 | 342.00     | 91151      |
| 00182 | BOYER TRUCKS                        | 06/04/2019 | Bank Draft | 0 | 1,537.05   | DFT0003135 |
| 00311 | CULLIGAN WATER CONDITIONING         | 06/04/2019 | Bank Draft | 0 | 83.35      | DFT0003132 |
| 00311 | CULLIGAN WATER CONDITIONING         | 06/04/2019 | Bank Draft | 0 | 69.50      | DFT0003133 |
| 00608 | INGRAM LIBRARY SERVICES             | 06/12/2019 | Bank Draft | 0 | 1,411.96   | DFT0003167 |
| 00733 | LAKES GAS CO #10                    | 06/04/2019 | Bank Draft | 0 | 158.00     | DFT0003134 |
| 00733 | LAKES GAS CO #10                    | 06/11/2019 | Bank Draft | 0 | 183.50     | DFT0003155 |
| 00749 | LAWSON PRODUCTS, INC                | 06/13/2019 | Bank Draft | 0 | 674.76     | DFT0003168 |
| 00775 | LJP WASTE & RECYCLE, LLC            | 06/11/2019 | Bank Draft | 0 | 365.00     | DFT0003158 |
| 02834 | SERVING ALCOHOL, INC.               | 06/03/2019 | Bank Draft | 0 | 12.71      | DFT0003130 |
| 01335 | STAPLES ADVANTAGE                   | 05/30/2019 | Bank Draft | 0 | 409.15     | DFT0003129 |
| 01335 | STAPLES ADVANTAGE                   | 06/07/2019 | Bank Draft | 0 | 191.97     | DFT0003152 |
| 01335 | STAPLES ADVANTAGE                   | 06/06/2019 | Bank Draft | 0 | 116.16     | DFT0003153 |
| 01335 | STAPLES ADVANTAGE                   | 05/07/2019 | Bank Draft | 0 | 190.61     | DFT0003164 |
| 01335 | STAPLES ADVANTAGE                   | 06/11/2019 | Bank Draft | 0 | 65.22      | DFT0003166 |
| 02591 | UNITED TEAM ELITE                   | 06/11/2019 | Bank Draft | 0 | 1,184.00   | DFT0003156 |
| 01470 | VERIZON WIRELESS                    | 06/04/2019 | Bank Draft | 0 | 739.30     | DFT0003136 |
| 01470 | VERIZON WIRELESS                    | 06/12/2019 | Bank Draft | 0 | 30.11      | DFT0003165 |
| 02178 | WASTE MANAGEMENT OF WI-MN           | 06/04/2019 | Bank Draft | 0 | 282.50     | DFT0003131 |
| 01525 | WEST CENTRAL SANITATION, INC.       | 06/11/2019 | Bank Draft | 0 | 4,473.97   | DFT0003154 |
| 00551 | A.H. HERMEL COMPANY                 | 06/19/2019 | EFT        | 0 | 7,005.90   | 1863       |
| 02254 | ALBRIGHT LAWNS                      | 06/19/2019 | EFT        | 0 | 475.00     | 1864       |
| 00039 | ALL AMERICAN TOWING                 | 06/19/2019 | EFT        | 0 | 40.00      | 1865       |
| 00058 | AMERICAN ENGINEERING TESTING, INC.  | 06/19/2019 | EFT        | 0 | 5,903.81   | 1866       |
| 00105 | AUTO VALUE MANKATO                  | 06/19/2019 | EFT        | 0 | 455.11     | 1867       |
| 00174 | BOLTON & MENK, INC.                 | 06/19/2019 | EFT        | 0 | 4,402.50   | 1868       |
| 00176 | BORDER STATES ELECTRIC SUPPLY       | 06/19/2019 | EFT        | 0 | 472.92     | 1869       |
| 00216 | C & S SUPPLY CO, INC.               | 06/19/2019 | EFT        | 0 | 672.07     | 1870       |
| 02706 | CORE & MAIN LP                      | 06/19/2019 | EFT        | 0 | 49.55      | 1871       |
| 00322 | DALCO                               | 06/19/2019 | EFT        | 0 | 738.32     | 1872       |
| 02275 | DEM-CON MATERIALS & RECOVERY        | 06/19/2019 | EFT        | 0 | 5,393.90   | 1873       |
| 00343 | DH ATHLETICS LLC                    | 06/19/2019 | EFT        | 0 | 1,519.50   | 1874       |
| 00453 | FREYBERG PETROLEUM SALES, INC.      | 06/19/2019 | EFT        | 0 | 873.40     | 1875       |
| 00463 | G & L AUTO SUPPLY, LLC              | 06/19/2019 | EFT        | 0 | 68.16      | 1876       |
| 01098 | GILLETTE GROUP/PEPSI-COLA           | 06/19/2019 | EFT        | 0 | 2,014.04   | 1877       |
| 02560 | GOLD MEDAL                          | 06/19/2019 | EFT        | 0 | 1,341.45   | 1878       |
| 00494 | GOPHER STATE ONE-CALL               | 06/19/2019 | EFT        | 0 | 353.70     | 1879       |
| 02295 | GRAYBAR                             | 06/19/2019 | EFT        | 0 | 248.54     | 1880       |
| 00538 | HAWKINS, INC.                       | 06/19/2019 | EFT        | 0 | 713.65     | 1881       |
| 00646 | HEINTZ, KATIE                       | 06/19/2019 | EFT        | 0 | 101.69     | 1882       |
| 01274 | JADD SEPPMANN & SONS, INC.          | 06/19/2019 | EFT        | 0 | 4,050.00   | 1883       |
| 02941 | JAGUAR COMMUNICATIONS               | 06/19/2019 | EFT        | 0 | 4,012.25   | 1884       |
| 00657 | JT SERVICES                         | 06/19/2019 | EFT        | 0 | 12,450.00  | 1885       |
| 00691 | KENNEDY & KENNEDY LAW OFFICE        | 06/19/2019 | EFT        | 0 | 10,436.16  | 1886       |
| 00743 | LARKSTUR ENGINEERING & SUPPLY, INC. | 06/19/2019 | EFT        | 0 | 54.98      | 1887       |
| 00767 | LIME VALLEY ADVERTISING, INC.       | 06/19/2019 | EFT        | 0 | 250.00     | 1888       |
| 00776 | LLOYD LUMBER CO.                    | 06/19/2019 | EFT        | 0 | 6,250.47   | 1889       |
| 00793 | M & M SIGNS, INC.                   | 06/19/2019 | EFT        | 0 | 1,075.00   | 1891       |
| 00874 | MENARDS-MANKATO                     | 06/19/2019 | EFT        | 0 | 683.94     | 1892       |



|       |   |            |            |   |                     |            |
|-------|---|------------|------------|---|---------------------|------------|
| 00910 | MINNESOTA VALLEY TESTING LAB, INC.      | 06/19/2019 | EFT        | 0 | 119.00              | 1893       |
| 02323 | MOBOTREX                                | 06/19/2019 | EFT        | 0 | 1,356.00            | 1894       |
| 00997 | MTI DISTRIBUTING CO                     | 06/19/2019 | EFT        | 0 | 341.04              | 1895       |
| 01052 | NORTH CENTRAL INTERNATIONAL             | 06/19/2019 | EFT        | 0 | 4,094.03            | 1896       |
| 02005 | PANTHEON COMPUTERS                      | 06/19/2019 | EFT        | 0 | 899.00              | 1897       |
| 01090 | PARAGON PRINTING, MAILING & SPECIALTIES | 06/19/2019 | EFT        | 0 | 4,180.71            | 1898       |
| 01099 | PET EXPO DISTRIBUTORS                   | 06/19/2019 | EFT        | 0 | 60.00               | 1899       |
| 01160 | QUALITY OVERHEAD DOOR CO, INC           | 06/19/2019 | EFT        | 0 | 113.75              | 1900       |
| 01179 | RED FEATHER PAPER CO.                   | 06/19/2019 | EFT        | 0 | 1,579.33            | 1901       |
| 02747 | RENT-N-SAVE                             | 06/19/2019 | EFT        | 0 | 150.00              | 1902       |
| 01198 | RETROFIT COMPANIES, INC.                | 06/19/2019 | EFT        | 0 | 317.59              | 1903       |
| 01211 | RIVER BEND BUSINESS PRODUCTS            | 06/19/2019 | EFT        | 0 | 1,008.99            | 1904       |
| 01263 | SCHWICKERT'S TECTA AMERICA LLC          | 06/19/2019 | EFT        | 0 | 127.00              | 1905       |
| 01281 | SIGN PRO                                | 06/19/2019 | EFT        | 0 | 14.50               | 1906       |
| 01429 | TURFWERKS                               | 06/19/2019 | EFT        | 0 | 148.83              | 1907       |
| 01552 | WW BLACKTOPPING, INC                    | 06/19/2019 | EFT        | 0 | 10,726.64           | 1908       |
| 01568 | ZIEGLER, INC.                           | 06/19/2019 | EFT        | 0 | 2,093.22            | 1909       |
| 00137 | BENCO ELECTRIC COOPERATIVE              | 06/11/2019 | Bank Draft | 0 | 28,660.77           | DFT0003151 |
| 02181 | ETS CORPORATION                         | 06/03/2019 | Bank Draft | 0 | 1,659.52            | DFT0003139 |
| 02003 | MINNESOTA DEPT OF REVENUE               | 06/04/2019 | Bank Draft | 0 | 387.60              | DFT0003137 |
| 02003 | MINNESOTA DEPT OF REVENUE               | 06/06/2019 | Bank Draft | 0 | 7,550.05            | DFT0003146 |
| 02003 | MINNESOTA DEPT OF REVENUE               | 06/06/2019 | Bank Draft | 0 | 9,810.00            | DFT0003149 |
| 03029 | OPEN EDGE                               | 06/03/2019 | Bank Draft | 0 | 307.04              | DFT0003150 |
| 02766 | SPROUT SOCIAL                           | 06/07/2019 | Bank Draft | 0 | 99.00               | DFT0003161 |
| 01477 | VIKING ELECTRIC SUPPLY, INC.            | 06/04/2019 | Bank Draft | 0 | 178.63              | DFT0003138 |
| 01477 | VIKING ELECTRIC SUPPLY, INC.            | 06/11/2019 | Bank Draft | 0 | 457.66              | DFT0003159 |
|       |   |            |            |   | <u>1,221,006.15</u> | <u>150</u> |

## Authorization Signatures

### All Council

The above manual and regular claims lists for 6-17-19 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    |
|-------------------------------|------------------------------|-----------|
| Carol Kephart                 | Adopt a Family Swim Donation | \$ 40.00  |
| William & Josie Simonette     | Adopt a Family Swim Donation | \$ 80.00  |
| Nick Frentz                   | Adopt a Family Swim Donation | \$ 80.00  |
| Chris & Cindy Kaufman         | Adopt a Family Swim Donation | \$ 120.00 |
| April & Clark Johnson         | Adopt a Family Swim Donation | \$ 40.00  |
| Mr. & Mrs. Stacy Osborne      | Adopt a Family Swim Donation | \$ 160.00 |
| Tim and Jeannine Leonhardt    | Adopt a Family Swim Donation | \$ 120.00 |
| Lavonne Smasal                | Adopt a Family Swim Donation | \$ 40.00  |
| Anthony Anderson              | Adopt a Family Swim Donation | \$ 100.00 |
| Michael & Trina Danay         | Adopt a Family Swim Donation | \$ 40.00  |
| Randy & Sandy Zellmer         | Adopt a Family Swim Donation | \$ 80.00  |
| David & Yumiko Ryan           | Adopt a Family Swim Donation | \$ 40.00  |
| Nancy Fitzsimons              | Adopt a Family Swim Donation | \$ 40.00  |
| Douglas Sinclair              | Adopt a Family Swim Donation | \$ 120.00 |
| James & Dolores Portz         | Adopt a Family Swim Donation | \$ 40.00  |
| Marshall Quick                | Adopt a Family Swim Donation | \$ 40.00  |
| Daniel & Shari Herold         | Adopt a Family Swim Donation | \$ 40.00  |
| Kevin & Wendy Sundal          | Adopt a Family Swim Donation | \$ 40.00  |
| Margaret & Benedict Januschka | Adopt a Family Swim Donation | \$ 40.00  |
| Charles & Jo Johnson          | Adopt a Family Swim Donation | \$ 80.00  |
| Edroy & Judy Anderson         | Adopt a Family Swim Donation | \$ 40.00  |
| Mr & Mrs Buckley              | Adopt a Family Swim Donation | \$ 40.00  |
| Paul Butzer                   | Adopt a Family Swim Donation | \$ 40.00  |
| Shari Fredrickson             | Book Bag Donation            | \$ 17.50  |
| David & Cheryl Christofferson | Donation to Library          | \$ 35.00  |
| Gary & Mary Zellmer           | Donation to Library          | \$ 50.00  |



|                        |                     |            |
|------------------------|---------------------|------------|
| Steven & Jean Andersen | Donation to Library | \$ 60.00   |
|                        |                     |            |
|                        |                     |            |
| TOTAL                  |                     | \$1,702.50 |

Adopted by the City Council this 17<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





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

For Office Use Only

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

☐ PARK USE ☐ AUDIO USE

## Application For PARADE PERMIT

### REQUIRED INFORMATION:

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

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

|  |                            |              |                          |
|--|----------------------------|--------------|--------------------------|
| Name of Applicant                          | Address                    | Phone        | Email                    |
| North Mankato Civic & Commerce Association | PO Box 2164, North Mankato | 507-381-4429 | northmankatocc@gmail.com |

|  |                            |              |
|--|----------------------------|--------------|
| Sponsoring Organization Name               | Address                    | Phone        |
| North Mankato Civic & Commerce Association | PO Box 2164, North Mankato | 507-381-4429 |

|                      |              |
|----------------------|--------------|
| Contact during event | Phone        |
| Lynette Peterson     | 507-381-4429 |

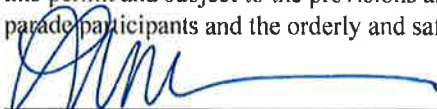
|                     |          |        |      |         |
|---------------------|----------|--------|------|---------|
| Event Location      | Date     | From   | Time | To      |
| Around Wheeler Park | 07/12/19 | 6:15pm |      | 7:00 pm |

Occasion for Parade  
North Mankato Fun Days Kiddie Parade

Parade Description / Composition  
Bikes, Wagons, Strollers, Children

Estimated Number of Participants: 150

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

  
Applicant

05/23/19

Date

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

  
Chief of Police

6/3/19

Date

Caswell Sports Director

Date





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

For Office Use Only

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

☐ PARK USE ☐ AUDIO USE

## Application For PARADE PERMIT

### REQUIRED INFORMATION:

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

*Thirty (30) days inadvance of the parade date.*

|  |                            |              |                          |
|--|----------------------------|--------------|--------------------------|
| Name of Applicant                          | Address                    | Phone        | Email                    |
| North Mankato Civic & Commerce Association | PO Box 2164, North Mankato | 507-381-4429 | northmankatocc@gmail.com |

|  |                            |              |
|--|----------------------------|--------------|
| Sponsoring Organization                            | Address                    | Phone        |
| Name<br>North Mankato Civic & Commerce Association | PO Box 2164, North Mankato | 507-381-4429 |

|                      |              |
|----------------------|--------------|
| Contact during event | Phone        |
| Lynette Peterson     | 507-381-4429 |

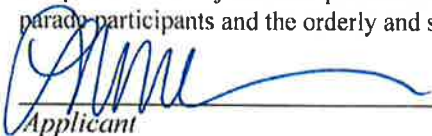
|   |          |         |      |        |
|---|----------|---------|------|--------|
| Event Location                                    | Date     | From    | Time | To     |
| Lake Street, Belgrade Avenue, Surrounding Streets | 07/13/19 | 11 a.m. |      | 2 p.m. |

|                        |
|------------------------|
| Occasion for Parade    |
| North Mankato Fun Days |

|   |
|---|
| Parade Description / Composition            |
| Bands, Businesses, Non-Profit Organizations |

Estimated Number of Participants: 100

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

  
Applicant

05/23/19

Date

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

  
Chief of Police

6/13/19

Date

Caswell Sports Director

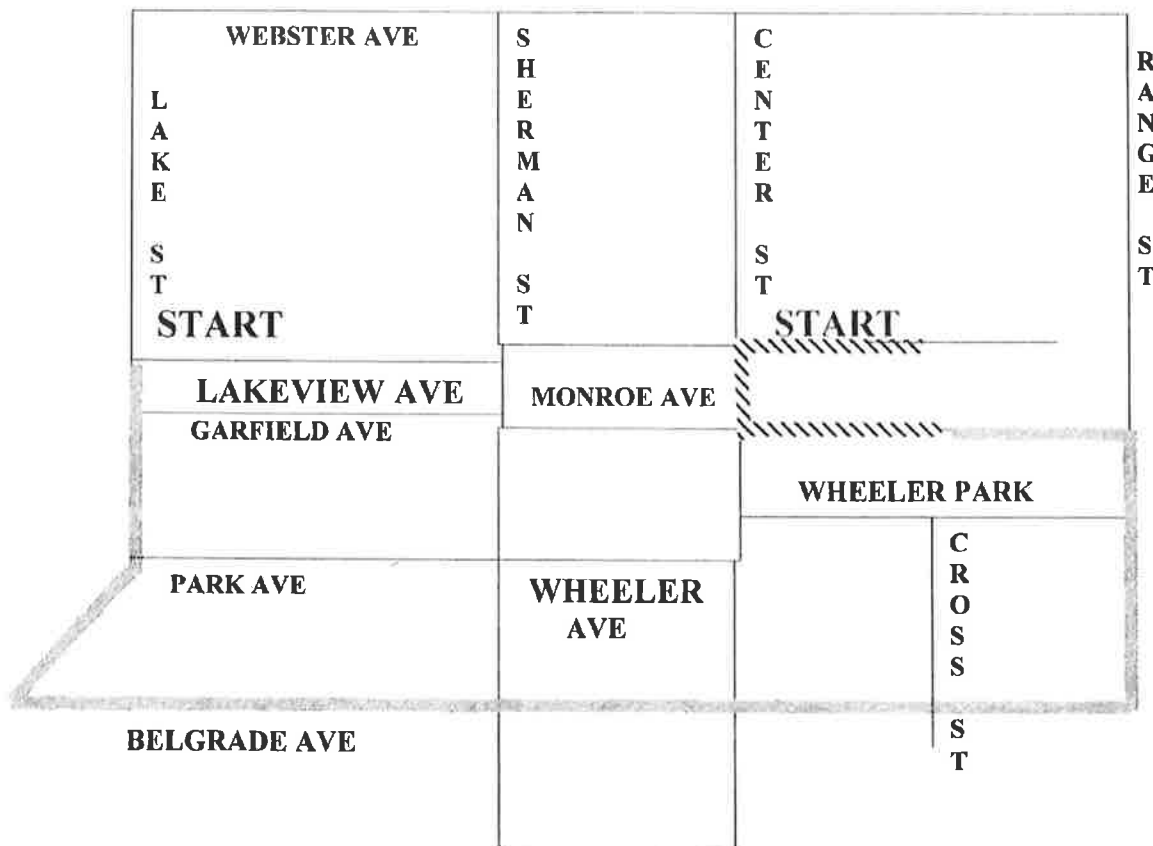
Date



# NORTH MANKATO FUNDAYS SPONSORED BY



North Mankato Civic &  
Commerce Association



**KIDDIE PARADE 6:15pm JULY 12<sup>th</sup>**  
**FUN DAYS PARADE 11:00am JULY 13<sup>th</sup>**



Printed on Recycled Paper





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

Audio Permit \_\_\_\_\_ 2018 <sup>19</sup>  
Park Permit \_\_\_\_\_ 2018 <sup>19</sup>

## Audio Permit

### About:

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

### Audio Permit Responsibilities:

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

### What happens if there is a noise complaint?

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

AMPLIFIED SOUND:



LIVE MUSIC/BAND



DJ/KARAOKE MACHINE



OTHER: \_\_\_\_\_

DATE OF EVENT:

6-29-19

BEGIN TIME:

12 pm

END TIME:

6 pm

LOCATION / SHELTER:

Patio

EVENT NAME:

Spinners / Acoustic Music

ONSITE COORDINATOR:

PRINT NAME:

Clayton Oachs

MOBILE NUMBER:

507-382-8652

☒ THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO PERMIT.

SIGNATURE:

*Clayton Oachs*

DATE:

6-11-19

POLICE CHIEF:

CITY CLERK:

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS \_\_\_\_\_



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|--|--|-------------------------------|--------------------------|--------------------------|--|-------|-------|---------|--|-------|-------|---------|--|-------|-------|-------|--|-------|-------|----------|--|-------|-------|-------|--|------------|-----------|----------|---------|-----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----------------------|--|--|--|--|-------|--|--|--|--|-------|--|--|--|--|-------|--|--|--|--|
| Agenda Item #10A   | Department: Community Dev.   | Council Meeting Date: 6/17/19 |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| <b>TITLE OF ISSUE:</b> Consider Setting a Public Hearing for 7:00 p.m. on July 1, 2019, to Consider Ordinance No. 116, Amending North Mankato City Code, Title XV: Land Usage Chapter 152 Manufactured Mobile Home Dwelling Parks.   |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Please review the Planning Commission Report. Community Development Director Fischer will be present to answer questions.  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| <i>If additional space is required, attach a separate sheet</i>  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| <b>REQUESTED COUNCIL ACTION:</b> Set Public Hearing for 7:00 p.m. on July 1, 2019, to Consider Ordinance No. 116, Amending North Mankato City Code, Title XV: Land Usage Chapter 152 Manufactured Mobile Home Dwelling Parks.  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| Motion By: _____<br>Second By: _____<br><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Vote Record:   | Aye                           | Nay                      |                          |  | _____ | _____ | Steiner |  | _____ | _____ | Norland |  | _____ | _____ | Oachs |  | _____ | _____ | Whitlock |  | _____ | _____ | Dehen | <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> <b>SUPPORTING DOCUMENTS ATTACHED</b> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="5">Other (specify) _____</td> </tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> <tr><td colspan="5">_____</td></tr> </table> | Resolution | Ordinance | Contract | Minutes | Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other (specify) _____ |  |  |  |  | _____ |  |  |  |  | _____ |  |  |  |  | _____ |  |  |  |  |
| Vote Record:   | Aye  | Nay                           |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|  | _____  | _____                         | Steiner                  |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|  | _____  | _____                         | Norland                  |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|  | _____  | _____                         | Oachs                    |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|  | _____  | _____                         | Whitlock                 |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
|  | _____  | _____                         | Dehen                    |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| Resolution   | Ordinance  | Contract                      | Minutes                  | Map                      |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>      | <input type="checkbox"/> | <input type="checkbox"/> |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| Other (specify) _____  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| _____  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| _____  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| _____  |  |                               |                          |                          |  |       |       |         |  |       |       |         |  |       |       |       |  |       |       |          |  |       |       |       |  |            |           |          |         |     |                          |                          |                          |                          |                          |                       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |       |  |  |  |  |
| <input type="checkbox"/> Workshop<br><br><input checked="" type="checkbox"/> Regular Meeting<br><br><input type="checkbox"/> Special Meeting   | <input type="checkbox"/> Refer to: _____<br><br><input type="checkbox"/> Table until: _____<br><br><input type="checkbox"/> 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 1<sup>st</sup> day of July 2019, to hold a public hearing to consider amending City Code Title XV: Land Usage, Chapter 152 Manufactured Mobile Home Dwelling Parks related to minimum separation of buildings. 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 17<sup>th</sup> day of June 2019.

April Van Genderen  
City Clerk  
City of North Mankato, Minnesota



**CITY CODE AMENDMENT-SECTION 152.20 (F)(1)**



## THE CITY OF NORTH MANKATO

SUBJECT: City Code Amendment-Mobile Home Separation  
APPLICANT: City of North Mankato  
LOCATION: Mobile/Manufactured Home Parks  
EXISTING ZONING: -  
DATE OF HEARING: June 13, 2019  
DATE OF REPORT: June 6, 2019  
REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request to amend Section 152.20 (F)(1) of the City Code

### COMMENT

In May of 2019, Cal-Am Homes requested a City Code amendment to reduce the minimum separation of mobile/manufactured homes from 20 feet to 10 feet. Upon review by the Planning Commission, it was recommended to deny the request and amend the section of the City Code related to minimum separation of buildings based on discussions related to the original Cal-Am request. This was supported by the City Council. In summary, the current City Code regulation is as follows:

(F) *Required separation between mobile homes.*

(1) Mobile homes shall be separated from each other and from other buildings and structures by at least 20 feet or the sum of the heights of both trailer units, whichever is greater. Mobile homes placed end-to-end must have minimum clearance of 15 feet.

The proposed amendment to Section 152.20 (F)(1) is:

(F) *Required separation between mobile homes.*

(1) Mobile and manufactured homes shall be separated from each other ~~and from other buildings and structures by~~ at least ~~20 feet or the sum of the heights of both trailer units, whichever is greater.~~ Mobile and manufactured homes placed end-to-end must have minimum clearance of 15 feet. Accessory structures may be as close to the primary dwelling as allowed by State Fire and Building Codes provided there is a minimum of 10 feet separation between any other structures.



As this is a City Code amendment, it is necessary for the Planning Commission to review the proposed amendment and hold public comment. The City Council would then hold a public hearing for the amendment.

RECOMMENDATION

Staff recommends approval of the proposed City Code amendment



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|                  |                         |                               |
|------------------|-------------------------|-------------------------------|
| Agenda Item #10B | Department: Engineering | Council Meeting Date: 6/17/19 |
|------------------|-------------------------|-------------------------------|

**TITLE OF ISSUE:** Consider Resolution Approving MN/DOT Agreement No. 1033943 Grant Agreement for State Transportation Fund (Local Road Improvement Program) and Grant Terms and Conditions 2019 Commerce Drive Improvement Project SP 150-119-003, MINN Proj. No. STPF 5219(102).

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** One of the outside funding sources for the 2019 Commerce Drive Improvement Project is \$700,000 in State funds through the Local Road Improvement Program (LRIP). Attached is MnDOT Grant Agreement No. 1033943 related to the LRIP funding and a resolution approving the agreement. City Engineer Dan Sarff will be available at the council meeting to answer any questions.

If additional space is required, attach a separate sheet

**REQUESTED COUNCIL ACTION:** Adopt Resolution Approving MN/DOT Agreement No. 1033943 Grant Agreement for State Transportation Fund (Local Road Improvement Program) and Grant Terms and Conditions 2019 Commerce Drive Improvement Project SP 150-119-003, MINN Proj. No. STPF 5219(102).

|   |                          |                          |                          |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--|--|-------|--|--|---------|--|--|-------|--|--|---------|--|--|-------|--|--|-------|--|--|-------|--|--|----------|--|--|-------|--|--|-------|--|--|--|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <p>Motion By: _____</p> <p>Second By: _____</p><br><p>Vote Record:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Aye</td> <td style="width: 15%; text-align: center;">Nay</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Steiner</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Norland</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Oachs</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Whitlock</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> <td>Dehen</td> <td></td> <td></td> </tr> </table> |                          | Aye                      | Nay                      |                          |  |  | _____ |  |  | Steiner |  |  | _____ |  |  | Norland |  |  | _____ |  |  | Oachs |  |  | _____ |  |  | Whitlock |  |  | _____ |  |  | Dehen |  |  | <p style="text-align: center;"><b>SUPPORTING DOCUMENTS ATTACHED</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Resolution</td> <td style="width: 15%;">Ordinance</td> <td style="width: 15%;">Contract</td> <td style="width: 15%;">Minutes</td> <td style="width: 15%;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) <u>Agreement</u></p> <p>_____</p> <p>_____</p> <p>_____</p> | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | Aye                      | Nay                      |                          |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____   |                          |                          | Steiner                  |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____   |                          |                          | Norland                  |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____   |                          |                          | Oachs                    |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____   |                          |                          | Whitlock                 |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____   |                          |                          | Dehen                    |                          |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| Resolution  | Ordinance                | Contract                 | Minutes                  | Map                      |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |       |  |  |         |  |  |       |  |  |         |  |  |       |  |  |       |  |  |       |  |  |          |  |  |       |  |  |       |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |

|   |   |
|---|---|
| <p><input type="checkbox"/> Workshop</p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting</p> | <p><input type="checkbox"/> Refer to: _____</p> <p><input type="checkbox"/> Table until: _____</p> <p><input type="checkbox"/> Other: _____</p> |
|---|---|



RESOLUTION NO.

RESOLUTION APPROVING MN/DOT AGREEMENT NO. 1033943 GRANT AGREEMENT FOR STATE  
TRANSPORTATION FUND (LOCAL ROAD IMPROVEMENT PROGRAM) AND  
GRANT TERMS AND CONDITIONS  
2019 COMMERCE DRIVE IMPROVEMENT PROJECT  
SP 150-119-003, MINN PROJ NO STPF 5219(102)

WHEREAS, the City of North Mankato has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$700,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of North Mankato does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

BE IT FURTHER RESOLVED, that whereas federal-aid funds are being used to participate in the cost of the project, the Minnesota State Transportation Fund grant shall be deposited directly into the federal-aid agency account and that the records of the City of North Mankato shall so state.

Adopted by the City Council this 17<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)  
GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2017, 1 st Special Session, Chapter 8- H.F. 5. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of North Mankato, Minnesota  
1001 Belgrade Avenue  
P.O. Box 2055  
North Mankato, MN 56003  
Contact: John Harrenstein, City Administrator

2. Project(s):

| Name of Project & Project Number<br>(See Exhibit C for location)   | Amount of<br>LRIP Funds | Amount of<br>Required<br>Matching<br>Funds | Completion Date |
|--|-------------------------|--|-----------------|
| 2019 Commerce Drive Improvement<br>Project<br>SP 150-119-003<br>Minn. Proj No STPF 5219(102)<br>City Project No. 18-05 DEF | \$700,000               | \$2,453,829.22                             | September 2020  |

3. Total Amount of LRIP Grant for all projects under this Agreement: \$700,000.
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

|           |  |
|-----------|--|
| Exhibit A | Completed Sources and Uses of Funds Schedule |
| Exhibit B | Project Completion Schedule                  |
| Exhibit C | Bond Financed Property Certification         |
| Exhibit D | Grant Application                            |
| Exhibit E | Grantee Resolution Approving Grant Agreement |
| Exhibit F | General Terms and Conditions                 |



5. Additional requirements, if any: None
6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*



**PUBLIC ENTITY (GRANTEE)**

By: \_\_\_\_\_  
Dr. Mark Dehen

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Harrenstein

Title: City Administraror

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

By: \_\_\_\_\_

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**Office of Financial Management, Grant Unit**

By: \_\_\_\_\_  
Agency Grant Supervisor

Date: \_\_\_\_\_

**OFFICE OF CONTRACT MANAGEMENT**

By: \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_



**EXHIBIT A****SOURCES AND USES OF FUNDS SCHEDULE**

| <b>SOURCES OF FUNDS</b>       |                       | <b>USES OF FUNDS</b>   |                       |
|-------------------------------|-----------------------|--|-----------------------|
| <b>Entity Supplying Funds</b> | <b>Amount</b>         | <b>Expenses</b>  | <b>Amount</b>         |
| <b>State Funds:</b>           |                       | <b>Items Paid for with LRIP</b>  |                       |
| LRIP Grant                    | \$700,000             | <b>Grant Funds:</b>  |                       |
|                               |                       | Portions of Street, sidewalk/trail, landscaping, street lights and storm sewer | \$700,000             |
| Other:                        |                       |  | \$                    |
|                               | \$                    |  | \$                    |
|                               | \$                    |  | \$                    |
|                               | \$                    |  | \$                    |
| Subtotal                      | \$700,000             | Subtotal   | \$700,000             |
| <b>Public Entity Funds:</b>   |                       | <b>Items paid for with Non-LRIP Grant Funds:</b>                               |                       |
| Matching Funds                |                       | Portions of street, sidewalk/trail, landscaping, street lights and storm sewer | \$2,270,487.22        |
| Other:                        |                       | Non-participating items  | \$183,342.00          |
| STP Federal Funds             | \$1,159,414.00        |  |                       |
| Municipal State Aid Funds     | \$647,207.61          |  |                       |
| City Funds                    | \$647,207.61          |  |                       |
| Subtotal                      | \$2,453,829.22        | Subtotal   | \$2,453,829.22        |
| <b>TOTAL FUNDS</b>            | <b>\$3,153,829.22</b> | <b>TOTAL PROJECT COSTS</b>   | <b>\$3,153,829.22</b> |



**EXHIBIT B**

**PROJECT COMPLETION SCHEDULE**

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

- ***Begin Construction on approximately June 17, 2019***
- ***Complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before September 27, 2019.***
- ***In addition to the other Contract Time requirements, the Contractor must complete all work between Roe Crest Drive and Lor Ray Drive, including the Roe Crest Drive intersection with the exception of the bituminous wearing course on or before August 30, 2019.***
- ***Complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Final Estimate in accordance with MnDOT 1908.2.***
- ***Complete all funding submittals and reviews: September 2020.***



**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Nicollet, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated \_\_\_\_\_, 2019; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: June 17, 2019

\_\_\_\_\_  
*City of North Mankato*, a political subdivision of  
the State of Minnesota

By: \_\_\_\_\_

Name: *Dr. Mark Dehen*  
Title: *Mayor*

By: \_\_\_\_\_

Name: *John Harrenstein*  
Title: *City Administrator*



**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

***Within the right of way of Commerce Drive, Roe Crest Drive, Tower Boulevard, and Commerce Lane in North Mankato Minnesota and within permanent and temporary easements acquired for the project from adjacent land owners by the City of North Mankato, as generally depicted in Attachment 2 to Exhibit C.***



**Attachment 2 to Exhibit C**

**MAP SHOWING GENERAL AREA OF RESTRICTED PROPERTY**





**EXHIBIT D**  
**GRANT APPLICATION**



|   |                                   |                     |
|---|-----------------------------------|---------------------|
| <b>A. Applicant Information</b>                     |                                   |                     |
| 1. Title: Mr.                                       | 2. First Name: Daniel             | 3. Last Name: Sarff |
| 4. Phone Number: 507-625-4171 ext. 2077             | 5. E-mail: dansa@bolton-menk.com  |                     |
| 6. Agency: City of North Mankato                    | 7. Agency Position: City Engineer |                     |
| 8. Street Address: 1960 Premier Drive               |                                   |                     |
| 9. Additional Address Line:                         |                                   |                     |
| 10. City: Mankato                                   | 11. State: MN                     | 12. Zip Code: 56001 |
| 13. Is the applicant a sponsor on this project? Yes |                                   |                     |

|  |  |
|--|--|
| <b>B. Project Location</b>                                       |  |
| 1. MnDOT District: 07 - Mankato                                  | 2. County: Nicollet                              |
| 3. City: North Mankato   | 4. Township:                                     |
| 5. Name of Road: Commerce Drive                                  | 6. Type of Road: Local City Street               |
| 7. Road Authority*: State Aid City                               | 8. Road Authority Name*: City of North Mankato   |
| 9. Project Termini: From Approximately 90' east of Lookout Drive | 10. To: Approximately 200' west of Lor Ray Drive |

\*Complete if road authority is not the applicant.

|  |
|--|
| <b>C. Project Description</b>  |
| 1. Select type of project. Reconstruction  |
| 2. Provide a detailed description of the proposed project (2,000 character limit).<br>The Commerce Drive Improvements project consists of partial reconstruction of Commerce Drive between Lookout Drive and Lee Boulevard (See Proposed Improvements - Figure 2). This project will include replacement of the existing full-depth bituminous pavement section with new bituminous pavement section including aggregate base and edge drains. This project will also include isolated replacement of existing curb and gutter, sidewalk, and ADA pedestrian ramp improvements at all intersections. A new street section will be re-stripped to provide one drive lane in each direction, center turn lane, and possible designated on street bike lanes in both directions. During the design process a traffic and safety analysis will be conducted to determine if the new roadway section in combination with the traffic volumes can safely accommodate on-street bike lanes. If it is determined that on-street bike lanes will be unsafe and off-street multiuse trail will be provided to accommodate bicyclists in the corridor.<br><br>This project will provide the opportunity to close/consolidate driveways between Roe Crest Drive and Lor Ray Drive, improving safety with reduced conflicting left turn movements and the resulting congestion caused at the Commerce Drive and Lor Ray Drive intersection. |



#### D. Eligibility

1. Select the LRIP Account your project is eligible under.

Routes of Regional Significance

2. Does your project meet one or more of the Routes of Regional Significance Criteria (select all that apply)?

- |  |   |
|--|---|
| <input type="checkbox"/> Farm to Market route  | <input type="checkbox"/> Part of a 10-ton route network   |
| <input type="checkbox"/> Part of an economic development plan  | <input type="checkbox"/> Connect to regional tourist destination                                      |
| <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road | <input checked="" type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road |

3. Describe the project contribution to the local, regional or state economic development or redevelopment efforts (1,500 character limit).

Commerce Drive is a critical link in our community providing necessary access to businesses and services the region depends on. Commerce Drive is a major access route to the largest commercial area in North Mankato, providing direct access to approximately 44 businesses (see Project Location Map). Access to TH 14 at both ends of the Commerce Drive corridor, connects the regional economy this area serves. Taylor's business park is home to five businesses that employ over 1,500 people. Six manufacturing companies generate freight traffic state-wide.

A wide range of business types, requiring access from Commerce Drive, generate local, regional, and state-wide trips from all modes of traffic. Which is why it is vital to construct the proposed improvements to safely and efficiently serve all users of the corridor. In addition, Commerce Drive is a critical link to the health and livability of the region, providing access to a medical clinic, pharmacy, elementary school, postsecondary educational facility, and a church.

This project obtained federal funding from the Surface Transportation Program (STP) Small Urban City Street program due to the safety and capacity improvements it will provide to an area of large economic importance to the community and region. Obtained federal funding covers just over 50% of a \$1.7M project. Any amount of LRIP funds are needed to alleviate the remaining funding gap on the city to meet the immediate needs of the Commerce Drive corridor.

#### E. Project Readiness

1. Construction Year: 2019

2. Does the project have any historical/archeological impacts?

No. There are no historical/archeological impacts

3. Are there railroad impacts (railroad crossings or railroad tracks within 600' of the project)?

No RR crossings or RR tracks within 600'

4. What is the status of the engineering and design work on the project?

Design in progress



#### E. Project Readiness

5. What is the Right-of-Way (R/W) status of the project?

No R/W is needed or all work is within owner R/W

#### F. Safety

1. Is this project or components of this project identified in a County Safety Plan? Not Applicable

2. If applicable, select the appropriate focus area your project/safety strategy align with in the [Minnesota Strategic Highway Safety Plan](#).

Intersections

3. Identify the transportation deficiency, type of crash, or safety hazard this project is trying to address (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

Current traffic volumes on the east end of the Commerce Drive corridor (Tower Boulevard to Lor Ray Drive) exceed 11,500 AADT. This volume of traffic in combination with numerous access points degrades the safety and mobility of the corridor. Many businesses have multiple accesses resulting in a high number of conflicting left-turn movements, driver confusion, and congestion impacting the Commerce Drive and Lor Ray Drive intersection. Closing and consolidating business accesses in this area will address the rising crash rate in the project area.

In addition to access management, other safety components of this project include replacement of poor and deteriorating pavement resulting in drainage issues and user hazards. The mix of corridor users coupled with growing traffic numbers is a major safety concern for the city, especially the high number of bicyclists utilizing unmarked and deteriorating road shoulders.

4. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages (1,000 character limit). Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The Commerce Drive improvements project will eliminate numerous transportation deficiencies with low-cost safety improvements through engineering strategies identified in the Minnesota Strategic Highway Safety Plan including; Low-cost geometric improvements at intersections, improve access management, reduce frequency and severity of intersection conflicts, low cost improvements to reduce driver awareness (lighting), and provide dedicated pedestrian and bicycle facilities.

A full depth replacement of the pavement section will be done to upgrade the corridor to 10-ton standard and correct drainage issues resulting in potholes and deteriorating pavement. The structural upgrade coupled with designated bike facilities will equip the corridor to safely and efficiently serve all types of traffic with existing volumes and anticipated future traffic volumes.

#### G. Multimodal/Complete Street

Identify infrastructure improvements for non-motorized users on this project (1,500 character limit).

The Commerce Drive Improvement project will include improvements to non-motorized facilities such as; ADA upgrades at all intersections, sidewalk repairs, designated bike facilities, removal of many pedestrian/vehicle conflict areas with access management.



#### G. Multimodal/Complete Street

A gap in a highly used multi-use trail system, on each end of the Commerce Drive corridor, forces bicyclists onto existing sidewalks or roadway shoulders. Designated bike facilities improves bicyclist safety by making vehicles and truck traffic aware of bikers within the corridor while filling an obvious gap in a regional trail system. A traffic/safety analysis will be conducted early in the study/design phase to determine if on-street dedicated bicycle lanes are feasible. If the results of the traffic/safety analysis determines that on street bike lanes are not recommended, an off-street multi-use trail would be pursued.

Non-compliant ADA facilities create pedestrian confusion and unpredictability on a route with high traffic numbers and heavy truck traffic. The project provides an opportunity to upgrade all pedestrian facilities within the project area to meet ADA standards, creating a safe and accessible non-motorized network along Commerce Drive for all users.

Street lighting to be installed as part of this project is a low-cost/high-benefit way to improve safety for non-motorized users by increasing driver awareness and providing a heightened sense of security throughout all hours of the day.

#### H. Estimated Project Cost

##### Source of Funding

|                        |           |
|------------------------|-----------|
| 1. LRIP Request:       | 1,000,000 |
| 2. Federal Funds:      | 908,000   |
| 3. State Aid Funds:    | 0         |
| 4. Local/Other Funds:  | 82,910    |
| 5. Total Project Cost: | 1,990,910 |

#### I. Attachments

- ☒ At least one project location map with routes labeled
- ☒ Engineer's Estimate with an itemized breakdown
- ☒ Project schedule
- ☒ Local agency resolution
- ☐ Sponsor agency resolution (if applicable)
- ☒ Letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP\_RamseyCounty\_CSAH30.docx.

The application and attachments are due November 3, 2017 for county and state aid city applicants and December 1, 2017 for township and non-state aid city applicants. Applications and attachments should be submitted electronically to [saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us).

More information on the program is available on the Local Road Improvement Program website, <http://www.dot.state.mn.us/stateaid/lrip.html>. If you have questions regarding this solicitation, contact Patti Loken at 651-366-3803 or [Patti.Loken@state.mn.us](mailto:Patti.Loken@state.mn.us).









# COMMERCE DRIVE IMPROVEMENTS NORTH MANKATO, MINNESOTA

PROPOSED IMPROVEMENTS  
FIGURE 2

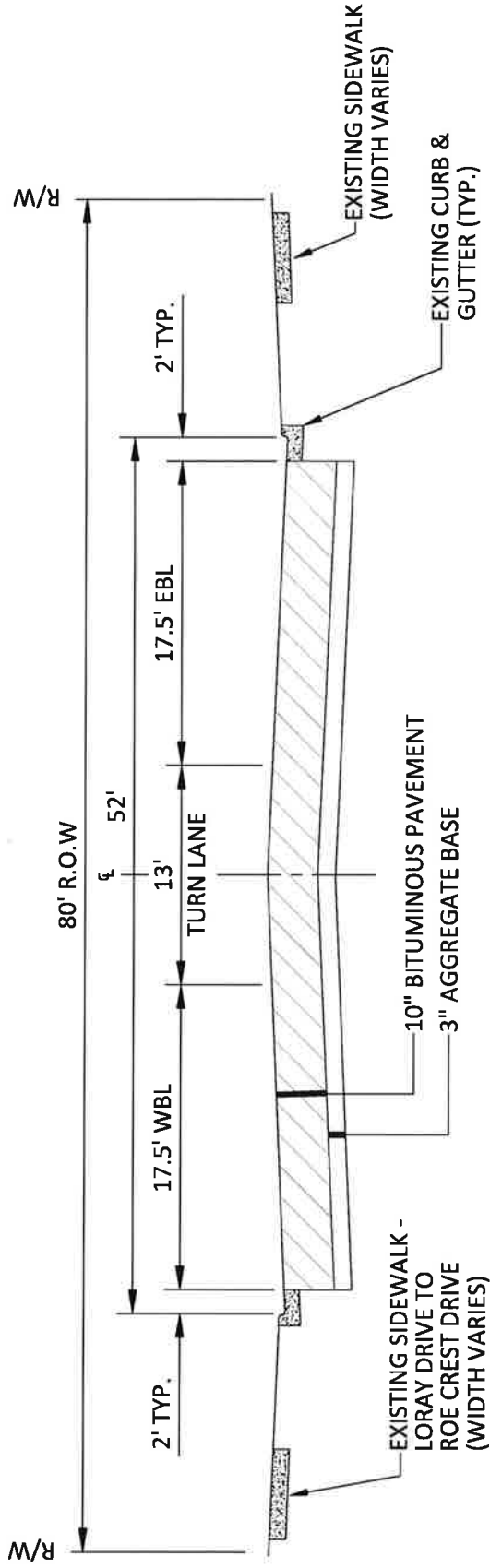
JANUARY, 2017



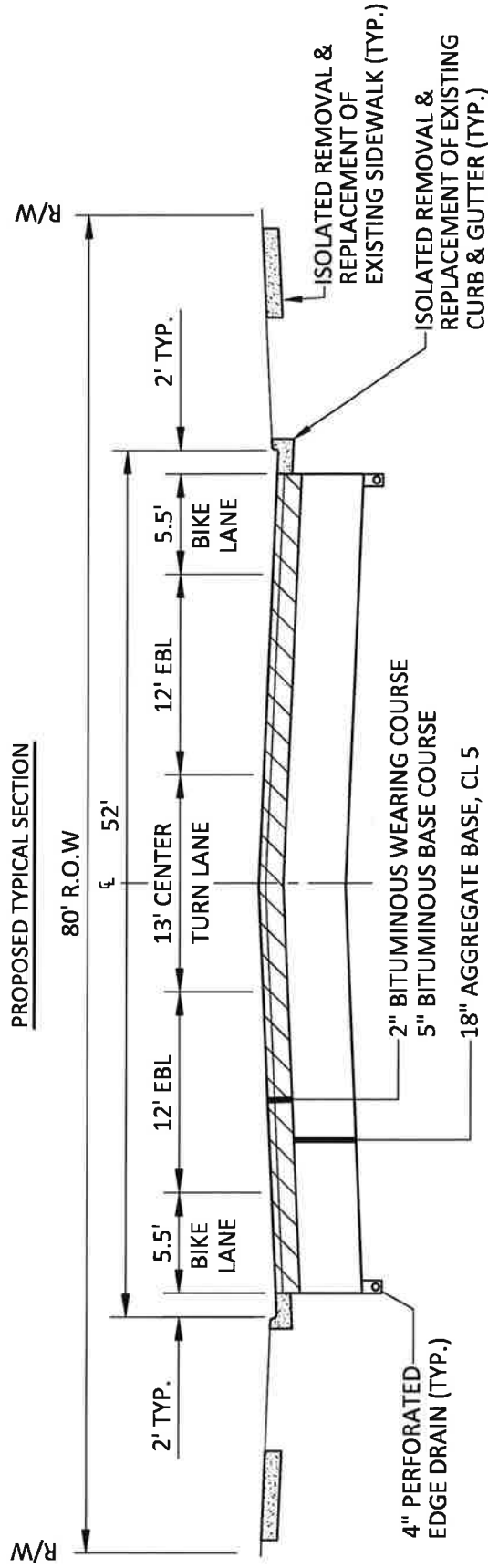
## BOLTON & MENK



# EXISTING TYPICAL SECTION



# PROPOSED TYPICAL SECTION



## COMMERCE DRIVE IMPROVEMENTS NORTH MANKATO, MINNESOTA EXISTING & PROPOSED TYPICAL SECTIONS

FIGURE 3  
JANUARY, 2017





## Commerce Drive Improvements

(Photos taken Summer 2017)



View of deteriorating pavement on Commerce Drive west of Tower Drive.



View of deteriorating pavement and driveways, many nearby accesses, non-compliant pedestrian facilities and existing lighting looking north east from east of Lor Ray Drive.





Another view of deteriorating roadway and driveway pavement between Lor Ray Drive and Roe Crest Drive, showing potential drainage issues along the shoulder/curb line.



View of closely spaced and offset accesses with more areas of deteriorating pavement just west of Lor Ray Drive.



# PRELIMINARY ENGINEER'S ESTIMATE

LOCAL ROAD IMPROVEMENT PROGRAM FUNDING APPLICATION  
 COMMERCE DRIVE IMPROVEMENT PROJECT  
 CITY OF NORTH MANKATO  
 BMI PROJECT NO. M18.114947

H:\NMANM18114947\2\_PreliminaryA\_Calculations[Preliminary Estimate - Commerce Drive LRIP 10-26-17.xlsx]Estimate

| ITEM NO. | ITEM  | UNIT     | UNIT PRICE   | ESTIMATED QUANTITY | ESTIMATED AMOUNT |
|----------|---|----------|--------------|--------------------|------------------|
| 1        | MOBILIZATION  | LUMP SUM | \$22,000.00  | 1                  | \$22,000.00      |
| 2        | TRAFFIC CONTROL                                     | LUMP SUM | \$11,000.00  | 1                  | \$11,000.00      |
| 3        | REMOVE BITUMINOUS PAVEMENT                          | SQ YD    | \$3.90       | 21200              | \$82,680.00      |
| 4        | REMOVE CURB & GUTTER                                | LIN FT   | \$2.80       | 760                | \$2,128.00       |
| 5        | REMOVE CONCRETE WALK                                | SQ FT    | \$1.40       | 14000              | \$19,600.00      |
| 6        | MILL BITUMINOUS SURFACE                             | SQ YD    | \$2.20       | 1800               | \$3,960.00       |
| 7        | COMMON EXCAVATION                                   | CU YD    | \$9.90       | 10000              | \$99,000.00      |
| 8        | SUBGRADE EXCAVATION                                 | CU YD    | \$9.90       | 1000               | \$9,900.00       |
| 9        | STABILIZING AGGREGATE                               | CU YD    | \$30.80      | 1000               | \$30,800.00      |
| 10       | AGGREGATE BASE, CLASS 6                             | CU YD    | \$30.80      | 10600              | \$326,480.00     |
| 11       | TYPE MV3 WEARING COURSE MIXTURE, 2.0" THICKNESS     | SQ YD    | \$8.80       | 27700              | \$243,760.00     |
| 12       | TYPE MV3 NON WEARING COURSE MIXTURE, 5.0" THICKNESS | SQ YD    | \$22.00      | 21200              | \$466,400.00     |
| 13       | CONCRETE CURB & GUTTER DESIGN B624                  | LIN FT   | \$22.00      | 760                | \$16,720.00      |
| 14       | 6" CONCRETE SIDEWALK                                | SQ FT    | \$9.40       | 17500              | \$164,500.00     |
| 15       | 8" CONCRETE DRIVEWAY APRONS                         | SQ YD    | \$112.00     | 600                | \$67,200.00      |
| 15       | TRUNCATED DOMES                                     | SQ FT    | \$55.00      | 84                 | \$4,620.00       |
| 16       | ADJUST VALVE BOX                                    | EACH     | \$350.00     | 15                 | \$5,250.00       |
| 17       | ADJUST FRAME & RING CASTING                         | EACH     | \$300.00     | 21                 | \$6,300.00       |
| 18       | 4" PERF PVC PIPE DRAIN                              | LIN FT   | \$10.00      | 6740               | \$67,400.00      |
| 19       | 4" SOLID LINE WHITE - PAINT                         | LIN FT   | \$0.30       | 9800               | \$2,940.00       |
| 20       | 4" SOLID LINE YELLOW - PAINT                        | LIN FT   | \$0.30       | 8700               | \$2,610.00       |
| 21       | 4" BROKEN LINE YELLOW - PAINT                       | LIN FT   | \$0.30       | 1740               | \$522.00         |
| 22       | 4" DOUBLE SOLID LINE YELLOW - PAINT                 | LIN FT   | \$0.60       | 400                | \$240.00         |
| 23       | PAVEMENT MESSAGE (LEFT ARROW) - PAINT               | EACH     | \$140.00     | 35                 | \$4,900.00       |
| 24       | CROSSWALK MARKING - PAINT                           | SQ FT    | \$5.00       | 500                | \$2,500.00       |
| 25       | LIGHTING  | LUMP SUM | \$325,000.00 | 1                  | \$325,000.00     |
| 26       | EROSION & SEDIMENT CONTROL                          | LUMP SUM | \$2,500.00   | 1                  | \$2,500.00       |
|          | TOTAL ESTIMATED CONSTRUCTION COST :                 |          |              |                    | \$1,990,910.00   |
|          | FEDERAL FUNDS:                                      |          |              |                    | \$908,000.00     |
|          | LRIP FUNDS  |          |              |                    | \$1,000,000.00   |
|          | LOCAL AND/OR MUNICIPAL STATE AID FUNDS              |          |              |                    | \$82,910.00      |



## Commerce Drive Improvement Project Schedule

**Planning/Preliminary Design** – October 2017 to March 2018

**Final Design** (including State-Aid approval process) – April 2018 to November 2018

**Out for Bids** – December 2018

**Construction Begins** – May 2019

When applying for the STP-Small Urban funding, FY 2021, it was anticipated that the project would be constructed in the same year. The city has advanced planning and design of the project to enable applying for LRIP funds that would allow the advanced construction of the project in 2019 to meet the immediate needs of the Commerce Drive corridor.



RESOLUTION SUPPORTING PURSUIT OF 2017 LOCAL ROAD IMPROVEMENT  
PROGRAM FUNDING FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
FOR THE COMMERCE DRIVE IMPROVEMENT PROJECT

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,000,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, and address transportation deficiencies, and

WHEREAS, Commerce Drive is a major collector urban street extending between Lookout Drive and Lor Ray Drive, serving as a major access route to the largest commercial area in the City of North Mankato providing access to approximately 44 businesses, and

WHEREAS, safe and efficient travel for all modes on Commerce Drive is also vital to the health and live ability of the surrounding area as it provides access to a pharmacy, medical clinic, an elementary school, South Central College, and a church, therefore serving as a route for emergency services and school buses , and

WHEREAS, the Commerce Drive Improvements project will maintain and enhance safe and efficient travel through this corridor, which will be essential in order to maintain the economic viability of the businesses in the surrounding area, and

WHEREAS, the existing Commerce Drive road segment within Commerce Drive Improvement project are in poor structural condition due to consistent heavy industrial use, and

WHEREAS, the Commerce Drive Improvements project includes reconstruction of the existing Commerce Drive (MSAS Route 119) between Lookout Drive and Lor Ray Drive within the City of North Mankato, and

WHEREAS, the proposed improvements include the replacement of the degraded existing pavement with a new bituminous pavement section with aggregate base and edge drains, upgrading an existing 9-ton road to a 10-ton road, and

WHEREAS, the planned closure and/or consolidation of several driveways and accesses within the project area would reduce conflicting left turn movements and reduce traffic delays in the area, and

WHEREAS, the project provides an opportunity to update pedestrian facilities to meet ADA standards, providing safer mobility to all pedestrian traffic in the area, and

WHEREAS, the project provides an opportunity to re-stripe the roadway to designate bicycle lanes on both sides of the street, filling an east-west gap between two existing trail systems, and

WHEREAS, the construction of said project is planned to take place in fiscal year 2019.



NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA that the City Council hereby supports the reconstruction of the existing Commerce Drive road segment within the Commerce Drive Improvement project.

BE IT FURTHER RESOLVED that the City Council hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application,

BE IT FURTHER RESOLVED that the City of North Mankato, if awarded the federal funds for said project, agrees to secure and guarantee the local share of costs associated with this project and agrees to see this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED that the City of North Mankato agrees to design and construct said project and agrees to operate and maintain the facilities constructed with federal transportation funds for the useful life of the improvement.

Adopted by the City Council this 16<sup>th</sup> day of October 2017.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_

City Clerk



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

Authenticating Certificate

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. 73-17, adopted at a Regular Meeting of the City Council of the City of North Mankato held on October 16, 2017, entitled:

RESOLUTION SUPPORTING PURSUIT OF 2017 LOCAL ROAD IMPROVEMENT  
PROGRAM FUNDING FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
FOR THE 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 17<sup>th</sup> day of October 2017.

A handwritten signature in blue ink, appearing to read 'April Van Genderen', is written over a horizontal line.

April Van Genderen

City Clerk

City of North Mankato, Minnesota



**EXHIBIT E**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

*Attached on following pages*



RESOLUTION NO.

RESOLUTION APPROVING MN/DOT CONTRACT NO. 1033943 GRANT AGREEMENT FOR STATE  
TRANSPORTATION FUND (LOCAL ROAD IMPROVEMENT PROGRAM) AND  
GRANT TERMS AND CONDITIONS  
2019 COMMERCE DRIVE IMPROVEMENT PROJECT  
SP 150-119-003, MINN PROJ NO STPF 5219(102)

WHEREAS, the City of North Mankato has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$700,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of North Mankato does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

BE IT FURTHER RESOLVED, that whereas federal-aid funds are being used to participate in the cost of the project, the Minnesota State Transportation Fund grant shall be deposited directly into the federal-aid agency account and that the records of the City of North Mankato shall so state.

Adopted by the City Council this 17<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



## **EXHIBIT F**

### **GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS**

#### **Article I DEFINITIONS**

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.



“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II GRANT**

**Section 2.01 Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

**Section 2.02 Public Ownership.** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.



**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.



- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.



- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor



of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III  
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695  
AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.



- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section



5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.



**Section 4.04 Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

**Section 4.05 Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

**Section 4.06 Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

**Section 5.01 Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.



**Section 5.02 Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.



**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by



any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.12 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.13 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.14 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.15 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.16 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.17 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.18 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.19 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.



**Section 5.20 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.21 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.22 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

**Section 5.23 Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

**Section 5.24 E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|  |                            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
|--|----------------------------|-------------------------------|-------------------------------------|--------------------------|--------------------------|-----------------|--|-------|--------------------------|-----------------|--------------------------|--------------------|--------------------------|--------------|----------|-------|-------|-------|--|--|------------|-----------|----------|---------|-----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #10C   | Department: Administration | Council Meeting Date: 6/17/19 |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>TITLE OF ISSUE:</b> Consider Approving Joint Economic Development Services Agreement Regarding the Greater Mankato Regional Marketplace.  |                            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> The agreement was reviewed at the May 13, 2019, Council Work Session. City Administrator Harrenstein will be able to address any questions.  |                            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>  |                            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION:</b> Approve Joint Economic Development Services Agreement Regarding the Greater Mankato Regional Marketplace.   |                            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| Motion By: _____<br>Second By: _____<br><br>Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Aye                        | Nay                           |                                     | _____                    | _____                    | Steiner         | _____  | _____ | Norland                  | _____           | _____                    | Oachs              | _____                    | _____        | Whitlock | _____ | _____ | Dehen | <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> <b>SUPPORTING DOCUMENTS ATTACHED</b> </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Agreement</u><br>_____<br>_____<br>_____<br>_____ |  | Resolution | Ordinance | Contract | Minutes | Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye  | Nay                        |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____                      | Steiner                       |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____                      | Norland                       |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____                      | Oachs                         |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____                      | Whitlock                      |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____                      | Dehen                         |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| Resolution   | Ordinance                  | Contract                      | Minutes                             | Map                      |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>      | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <table style="border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Special Meeting</td> </tr> </table>   | <input type="checkbox"/>   | Workshop                      | <input checked="" type="checkbox"/> | Regular Meeting          | <input type="checkbox"/> | Special Meeting | <table style="border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table> |       | <input type="checkbox"/> | Refer to: _____ | <input type="checkbox"/> | Table until: _____ | <input type="checkbox"/> | Other: _____ |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>   | Workshop                   |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input checked="" type="checkbox"/>  | Regular Meeting            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>   | Special Meeting            |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
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| <input type="checkbox"/>   | Other: _____               |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |          |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |



**A JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT  
REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE**

**THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT  
REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this "Agreement")**  
is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among Greater Mankato  
Growth, Inc. and the governmental entities listed herein under the heading "Definition of Greater  
Mankato Regional Marketplace" and who execute this Agreement (collectively "cities and counties" or  
in the singular a "city or county")

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**WHAT WE AGREE TO**

**Purpose**

It has become broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a forum to strategically facilitate individual and regional assets and opportunities for the purpose of business development and will enable us to enhance our future economic prosperity.

**Guiding Principles**

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – we will promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the economy, and providing employment in the Greater Mankato Regional Marketplace.
- **supportive** – our work is both passive and active, providing general market expertise, analytics and information consistently and constantly; and when a specific development opportunity arises will actively focus and customize such business and community intelligence.

*Economic Development Services Agreement  
Serving the greater Mankato Regional Marketplace  
page 1 of 9*



### Definition of Greater Mankato Regional Marketplace

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties. The Greater Mankato Regional Marketplace has included the MSA as well as those communities immediately adjacent or having a historical relationship.

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
- Nicollet County
- City of Eagle Lake
- City of Lake Crystal
- ~~City of LeSueur~~
- City of Mankato
- City of North Mankato
- City of Saint Peter
- Region Nine Development Commission (advisory only, unless fiscal participation)

### General Context and Parameters of the Parties Obligations

**Greater Mankato Growth, Inc.'s (GMG)** principal responsibility under this Agreement is to provide: marketing efforts (as described herein) relating to economic development of the overall regional marketplace, cities, and counties. This, including includes the development and implementation of programs that identify and support expansions and new business in the community and region, whether from firms currently operating locally or through recruitment of new enterprises. In carrying out its responsibility, GMG agrees to serve as the primary contact for expanding and locating new to market private sector firms. GMG will serve as a primary contact for existing firms when contacted directly, or when the existing community cannot fulfil the needs of the existing business. GMG will always prioritize the existing host community during this process until the business client has exhausted the options within their current community. This includes all prospects whether or not they are derived directly from the development and marketing programs established by GMG and this Agreement. Participants of this Agreement acknowledge economic development is a collaborative endeavor and understand GMG does not itself have all the necessary resources (i.e. sites, buildings or financial resources) available for projects, but rather will serve as a facilitator, working with the parties and/or providers of these resources to best serve the need of new, expanding or locating companies.

The cities and counties are responsible for the execution of their municipal regulatory duties and provision of public services in support of local economic development. The cities and counties agree to administer their individual economic development programs and initiatives, and their business permit/licensing functions in a manner that encourages business expansion and new business starts consistent with their responsibility to protect the health and safety of local residents. Further, the cities and counties agree to the

**Commented [JC1]:** Who decides if new members come in?  
How is it approved = unanimous by REDA group

**Commented [JC2R1]:** Covered in final section of Agreement

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**Commented [JC3]:** Define existing and new difference.  
Existing if they don't find what they need locally GMG is brought to keep them in the MSA...consistent with other portion of this document.



extent practical, to coordinate their infrastructure development and redevelopment programs with the needs of expanding and locating businesses.

## **STRATEGIC FOCUS OF THE PARTIES**

### **Objective & Strategic Areas**

To retain and grow the economic base of the Greater Mankato Regional Marketplace.

1) **Business Retention**

To retain and expand the existing business base, and includes such activities as conducting regular business visits (i.e. Grow Minnesota! Visits), and facilitating resources and services for expansion or other business development assistance.

2) **New Enterprise & Emerging Business Development**

To nurture the development of entrepreneurial and new enterprise activity by assisting and serving as a resource for connecting such to the extensive business development resources and tools available in or connected to the regional marketplace (e.g., Small Business Development Center).

3) **New Business Development**

To attract non-local businesses to the marketplace through proactive marketing and recruiting strategies, as well as supporting and facilitating responses to development opportunities from businesses that approach/contact the cities, counties or GMG.

4) **Marketplace Enhancements**

As prioritized by the Advisory Committee, GMG will assist in facilitating strategy development and programming on topical issues impacting economic development such as and not limited to housing, transportation, childcare, strategic reuse of vacant buildings, and main street work. These efforts may be regional in nature or specific to a jurisdiction.

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### **The Business Development Process**

#### **Expansion of existing businesses:**

- 1) Substantive expansion requests from an existing business may happen directly between the business and its current city or county or between the business and GMG.
  - a. If the city or county is contacted directly by the business, GMG will be involved if determined necessary by the parties, but at minimum will be kept informed by the applicable city or county.
  - b. If GMG is contacted by the business, GMG will first be an advocate and facilitator for expansion within the existing city or county and will coordinate with the city or county to assist with such.
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- 2) If the city or county in which the business currently exists is not able to meet the business' facility or expansion needs, then GMG will facilitate exploration of alternative considerations with other member entities first. (Note: consistent with the guiding principles of the parties contained in this Agreement, cities and counties will not engage in relocating a business from one city or county to another but rather provide proposals when GMG invites such).

#### Locating businesses into the area from outside of the regional marketplace:

- 1) GMG will act as an advocate for the cities and counties in the marketing and recruitment of new businesses and will coordinate closely with the staff of each entity to reflect the opportunities of each as desired.
- 2) GMG will receive prospects resulting from its business development and marketing efforts and programs, as well as the Minnesota Department of Employment and Economic Development (DEED) or other development entities, and will inform the cities and counties of the specified development criteria of the potential new business. Those cities and counties will then have the opportunity to assemble a competitive proposal through a standardized and coordinated process to attract the business.

GMG and its staff shall serve as the primary point of contact in facilitating DEED, site selector, and other business location specialists. Staff will gather as much information and clarity as possible related to the development inquiry and its viability, in order to allow development response to be as thorough as possible.

- 3) At the time a city or county is selected by a business, the entity and business will discuss and finalize incentives and the locating of the business.

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GMG's economic development marketing and communications strategy and responsibilities will be as follows:

- Marketing and Communications: (A component of Strategic Area 3: New Business Development)
  - GMG will develop a comprehensive marketing and communications plan, updated as needed with input from the cities and counties. The plan will market the collective strengths of the regional marketplace as a site for growing or expanding an existing business or locating potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan will include goals, objectives and a comprehensive strategy for communicating to key audiences with consistent messaging and the most effective tactics that make the best use of our collective marketing resources. Tactics that may be considered in this plan include, but are not limited to: advertising, digital, social media, news releases, relationship marketing, special events and direct mail. GMG will provide periodic reports on the achievement of the objectives outlined in this plan.
  - GMG will continually redesign and retool its website-online presence to remain business development centric and as such will continue to be positioned as a one stop, comprehensive location that site selectors and organizations can visit to learn about the collective assets of the marketplace and individual strengths of the cities and counties.
  - GMG will maintain website online interface and tools (e.g., Location One Information Systems--LOIS) designed to provide efficient means for each of the cities and counties, as well as other property owners and agents, to update their information on available properties on-line, thereby



creating a comprehensive area-wide inventory. This information will be available on the Greater Mankato Growth ~~web-site~~internet platforms and others ~~(e.g., MN-DEED website, MNCAR, etc.)~~ providing greater visibility to site selectors and organizations who might consider building or expanding their business anywhere in our regional marketplace.

- GMG will work with the member cities and counties, as well as ~~and~~ other entities a part of or related to this agreement to establish links to GMG tools and resources.
- (A component of all Strategic Areas) GMG will maintain copies of closed or pending project files or other mechanisms, enabling the cities and counties to be advised of the ongoing business development opportunities resulting from its economic development marketing and communications efforts.
- Program Services:
  - (A component of Strategic Area 1: Business Retention) GMG will facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities. These visits will be coordinated with the primary city or county in which the business is located.
  - (A component of Strategic Area 2: New Enterprise & Emerging Business Development) GMG ~~will coordinate with other resource providers to develop programming that addresses Advisory Committee priorities, compliments existing resources and provides unique to value to existing and new business partners.~~
  - (A component of Strategic Area 4: Marketplace Enhancements) GMG, in support of business development and with respect to the balance of membership offerings versus general economic development offerings, will continue to bring to the regional economic development strategy initiatives and programming that have a direct impact on the development of business. Such initiatives may include: assist with site readiness programs and/or initiatives; talent fulfillment work; improving connections to development resources (e.g., Higher Education); interaction and relationship with the ~~Ag-Business-EpiCenter initiative~~GreenSeam; while not leading, being cognizant of and facilitating sharing on common community development elements (e.g. housing); and ~~a REDA annual meeting, further development of an annual regional economic development summit.~~
- (A component of Strategic Area 3: New business Development) This Agreement and the development process apply to economic development and marketing services related to the primary economy including job creating service sector businesses. Agricultural businesses development efforts are included in the primary economic focus of REDA. These efforts involve more than just agricultural production, including the economic development initiatives of GreenSeam. Consumer brick and mortar retail development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses). Each of the cities and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.
- (A component of all Strategic Areas) GMG will provide the cities and counties with an annual report, providing outcomes and impact from the previous year.

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#### FINANCIAL OBLIGATIONS AND ADVISORY COMMITTEE

*Economic Development Services Agreement  
Serving the greater Mankato Regional Marketplace  
page 5 of 9*



### Financial

The cities and counties agree to share in funding and payment of the economic development services described in this Agreement with Greater Mankato Growth, Inc. Accordingly, each City and County agrees to pay Greater Mankato Growth, Inc. on an annual basis, which shall be invoiced by Greater Mankato Growth, Inc.: The billed amount will be based annually that amount set forth in in Addendum 1 accompanying this document (which describes the funding calculation/amounts). Base rate changes would need to be unanimously approved by REDA partners.

Given the variance of services and activity relative to a municipalities size and role (city compared to county), a diversified per capita rate structure has evolved over time and shall be as follows going forward:

- \$4.38 / capita – City of Mankato
- \$2.19 / capita – all cities with a population greater than 2,000
- \$0.54 / capita – County (on total population) \*

*\* Cities with a population of less than 2,000 are not apt to derive similar value or participate in the same fashion as those with a population exceeding 2,000 and having a direct investment of time and dollars. However, all participants in this Agreement acknowledge there may be specific instances identified where REDA services will be helpful to one of these cities, on an ad hoc basis when requested, and thereby the regional marketplace. As a result, County investments are calculated on total population to allow for such interaction and service (services will be coordinated with and as appropriate done in collaboration with Region Nine Development Commission). Additionally, all cities within a participating County will be (a) invited to participate in REDA's annual summit, and (b) will be met with individually or a countywide meeting of communities, included in the distribution of the monthly REDA Report.*

### Governance

Greater Mankato Growth, Inc. Board of Directors

- A representative of the cities and counties (selected as provided below) will be an ex officio Director(s) with full voting rights and privileges. One (1) such ex-officio Director will be added for the first six (6) cities and counties, and two (2) ex-officio Directors added if there are seven (7) or more cities and counties.

Advisory Committee

- The cities and counties will establish an Advisory Committee. The Advisory Committee will be comprised of a GMG board member and one governmental member from each of the cities and counties along with the appropriate staff participant for each.
- ~~The Advisory Committee will select a Chair and Vice-Chair for meeting administration (since the City of Mankato has an ex-officio seat with full voting rights on the Greater Mankato Growth, Inc. Board of Directors, it shall not be considered for either of these positions). As the REDA Chair and Vice-Chair are also appointed to the GMG Board, the City of Mankato will not serve as Chair or Vice-Chair if there are two (2) or more representatives of the City of Mankato already serving on the GMG Board. The Chair and Vice-Chair position cannot be filled by representatives from the same REDA partner. Note: the City of Mankato has an ex-officio seat on the GMG Board. — The Advisory Committee will select a Chair and Vice-Chair for meeting administration on an annual basis. The~~

*Economic Development Services Agreement  
Serving the greater Mankato Regional Marketplace  
page 6 of 9*



REDA Chair and Vice Chair are also appointed to the GMG Board and will represent the Alliance. The Chair and Vice Chair will be ex officio, so either the designated REDA elected official or the REDA partner's lead administrative official can fulfill the role. The City of Mankato will not serve as Chair or Vice Chair. The Chair and Vice Chair position cannot be filled by representatives from the same REDA partner. Note: the City of Mankato has an ex officio seat on the GMG Board.

- This Advisory Committee will meet on an as needed basis to discuss issues related, but not limited to, inviting additional entities beyond the initial cities and counties to join the Advisory Committee and/or become parties to this Agreement, funding and amendments to this Agreement.

#### **"Staff" Operating Interaction**

In addition to regular interaction between the cities and counties and Greater Mankato Growth staff, GMG will facilitate in-person monthly meetings (media conferencing will be available upon request), of the "economic development staff" of the cities and counties to discuss business prospects, share information on pending economic development projects, highlight economic development activities, develop appropriate responses, and provide updates.

Meeting summaries will be distributed to the Advisory Committee. Additionally, as programs are developed and a desire for prioritization and input on Marketplace Enhancements is identified, GMG will convene the Advisory Committee.

#### **Term, Termination and Prior Agreements**

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2020~~17~~ and continue until the 31<sup>st</sup> day of December 2022~~19~~. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities may be added, at any time, as parties to this Agreement with the written consent of the all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

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Unless terminated sooner, this Agreement will automatically renew for an additional one-year term. Any ~~and any~~ per capita fee increases will be mutually-unanimously agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated January 1, 2017~~3~~ – December 31, 2019~~6~~.

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#### **Miscellaneous**

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

*Economic Development Services Agreement  
Serving the greater Mankato Regional Marketplace  
page 7 of 9*



### Blue Earth County

~~Kip Braender~~ ~~Will Purvis~~  
Meyer  
Chair – Board of Commissioners

Date  
Date

Robert W.  
County Administrator

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### Nicollet County

~~Bruce Beatty~~ ~~Denny Kemp~~  
Krosch  
Chair – Board of Commissioners

Date  
Date

Ryan  
County Administrator

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### City of Eagle Lake

Tim Auringer  
~~Bromeland~~  
Mayor

Date  
Date

~~Brad Potter~~ ~~Jennifer~~  
City Administrator

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### City of Lake Crystal

Brad Ahrenstorff  
Gronau  
Mayor

Date  
Date

Taylor  
City Administrator

### City of LeSueur

~~Robert Broeder~~  
~~Teppen~~  
Mayor

Date  
Date

Jenelle  
City Administrator

### City of Mankato

~~Eric Anderson~~ ~~Najwa Massad~~  
Hentges  
Mayor

Date  
Date

Patrick  
City Manager

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City of North Mankato

|             |      |                    |
|-------------|------|--------------------|
| Mark Dehen  | Date | John               |
| Harrenstein | Date | City Administrator |
| Mayor       |      |                    |

City of Saint Peter

|              |      |                    |
|--------------|------|--------------------|
| Chuck Zieman | Date | Todd               |
| Prafke       | Date | City Administrator |
| Mayor        |      |                    |

Greater Mankato Growth, Inc.

|                            |      |                 |
|----------------------------|------|-----------------|
| Todd Loosbroek             | Date | Jonathan G.     |
| Charlie Whitaker           | Date | President & CEO |
| Zierdt                     |      | GMG Board       |
| Chair – Board of Directors |      | REDA            |
| Representative             |      |                 |

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## A JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE

**THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this “Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2019**, by and among Greater Mankato Growth, Inc. and the governmental entities listed herein under the heading “Definition of Greater Mankato Regional Marketplace” and who execute this Agreement (collectively “cities and counties” or in the singular a “city or county”)

### WHAT WE AGREE TO

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#### Purpose

It is broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a forum to facilitate individual and regional assets and opportunities for the purpose of business development and will enable us to enhance our future economic prosperity.

#### Guiding Principles

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – we will promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the economy, and providing employment in the Greater Mankato Regional Marketplace.
- **supportive** – our work is both passive and active, providing general market expertise, analytics and information consistently and constantly; and when a specific development opportunity arises will actively focus and customize such business and community intelligence.



### **Definition of Greater Mankato Regional Marketplace**

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties. The Greater Mankato Regional Marketplace has included the MSA as well as those communities immediately adjacent or having a historical relationship.

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
- Nicollet County
- City of Eagle Lake
- City of Lake Crystal
- City of Mankato
- City of North Mankato
- City of Saint Peter
- Region Nine Development Commission (advisory only, unless fiscal participation)

### **General Context and Parameters of the Parties Obligations**

**Greater Mankato Growth, Inc.'s (GMG)** principal responsibility under this Agreement is to provide marketing efforts (as described herein) relating to economic development of the overall regional marketplace, cities, and counties. This includes the development and implementation of programs that identify and support expansions and new business in the community and region, whether from firms currently operating locally or through recruitment of new enterprises. In carrying out its responsibility, GMG agrees to serve as the primary contact for new to market private sector firms. GMG will serve as a primary contact for existing firms when contacted directly, or when the existing community cannot fulfil the needs of the existing business. GMG will always prioritize the existing host community during this process until the business client has exhausted the options within their current community. This includes all prospects whether or not they are derived directly from the development and marketing programs established by GMG and this Agreement. Participants of this Agreement acknowledge economic development is a collaborative endeavor and understand GMG does not itself have all the necessary resources (i.e. sites, buildings or financial resources) available for projects, but rather will serve as a facilitator, working with the parties and/or providers of these resources to best serve the need of new, expanding or locating companies.

**The cities and counties** are responsible for the execution of their municipal regulatory duties and provision of public services in support of local economic development. The cities and counties agree to administer their individual economic development programs and initiatives, and their business permit/licensing functions in a manner that encourages business expansion and new business starts consistent with their responsibility to protect the health and safety of local residents. Further, the cities and counties agree to the extent practical, to coordinate their infrastructure development and redevelopment programs with the needs of expanding and locating businesses.



## **STRATEGIC FOCUS OF THE PARTIES**

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### **Objective & Strategic Areas**

To retain and grow the economic base of the Greater Mankato Regional Marketplace.

1) **Business Retention**

To retain and expand the existing business base, and includes such activities as conducting regular business visits (i.e. Grow Minnesota! Visits), and facilitating resources and services for expansion or other business development assistance.

2) **New Enterprise & Emerging Business Development**

To nurture the development of entrepreneurial and new enterprise activity by assisting and serving as a resource for connecting such to the extensive business development resources and tools available in or connected to the regional marketplace (e.g., Small Business Development Center).

3) **New Business Development**

To attract non-local businesses to the marketplace through proactive marketing and recruiting strategies, as well as supporting and facilitating responses to development opportunities from businesses that approach/contact the cities, counties or GMG.

4) **Marketplace Enhancements**

As prioritized by the Advisory Committee, GMG will assist in facilitating strategy development and programming on topical issues impacting economic development such as and not limited to housing, transportation, childcare, strategic reuse of vacant buildings, and main street work. These efforts may be regional in nature or specific to a jurisdiction.

### **The Business Development Process**

#### **Expansion of existing businesses:**

- 1) Substantive expansion requests from an existing business may happen directly between the business and its current city or county or between the business and GMG.
  - a. If the city or county is contacted directly by the business, GMG will be involved if determined necessary by the parties, but at minimum will be kept informed by the applicable city or county.
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- \$0.54 / capita – County (on total population) \*

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“economic development staff” of the cities and counties to discuss business prospects, share information on pending economic development projects, highlight economic development activities, and provide updates.

Meeting summaries will be distributed to the Advisory Committee. Additionally, as programs are developed and a desire for prioritization and input on Marketplace Enhancements is identified, GMG will convene the Advisory Committee.

### **Term, Termination and Prior Agreements**

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2020 and continue until the 31<sup>st</sup> day of December 2022. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities may be added, at any time, as parties to this Agreement with the written consent of the all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

Unless terminated sooner, this Agreement will automatically renew for an additional one-year term. Any per capita fee increases will be unanimously agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated January 1, 2017 – December 31, 2019.

### **Miscellaneous**

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

### **Blue Earth County**

\_\_\_\_\_  
Will Purvis  
Meyer  
Chair – Board of Commissioners

\_\_\_\_\_  
Date  
Date

\_\_\_\_\_  
Robert W.  
County Administrator

### **Nicollet County**

\_\_\_\_\_  
Denny Kemp  
Krosch

\_\_\_\_\_  
Date  
Date

\_\_\_\_\_  
Ryan



Chair – Board of Commissioners

County Administrator

**City of Eagle Lake**

---

|              |      |
|--------------|------|
| Tim Auringer | Date |
| Bromeland    | Date |
| Mayor        |      |

---

Jennifer  
City Administrator

**City of Lake Crystal**

---

|                  |      |
|------------------|------|
| Brad Ahrenstorff | Date |
| Gronau           | Date |
| Mayor            |      |

---

Taylor  
City Administrator

**City of Mankato**

---

|              |      |
|--------------|------|
| Najwa Massad | Date |
| Hentges      | Date |
| Mayor        |      |

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Patrick  
City Manager

**City of North Mankato**

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|             |      |
|-------------|------|
| Mark Dehen  | Date |
| Harrenstein | Date |
| Mayor       |      |

---

John  
City Administrator

**City of Saint Peter**

---

|              |      |
|--------------|------|
| Chuck Zieman | Date |
| Prafke       | Date |
| Mayor        |      |

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Todd  
City Administrator

**Greater Mankato Growth, Inc.**

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Charlie  
Whitaker

Date

TBD

Date

Chair – Board of Directors

Representative