

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 March 4, 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 Oachs, Whitlock, and Norland, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, Community Development Director Fischer, Public Works Director Host, and City Clerk Van Genderen. Absent: Council Member Steiner.

Approval of Agenda

Mayor Dehen requested the addition of a brief presentation by Matt Mangulis from the Mankato Peppers to the Agenda. **Council Member Norland moved, seconded by Council Member Oachs, to approve the amended agenda. Vote on the motion: Oachs, Whitlock, Norland, and Dehen aye; no nays. Motion carried.**

Approval of Council Meeting Minutes February 19, 2019

Council Member Norland moved, seconded by Council Member Oachs, to approve the minutes of the Council meeting of February 19, 2019. Vote on the motion: Oachs, Whitlock, Norland, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes February 25, 2019

Council Member Norland moved, seconded by Council Member Oachs, to approve the minutes of the Council Work Session of February 25, 2019. Vote on the motion: Oachs, Norland, and Dehen aye; Whitlock abstain. Motion carried.

Presentation

Administrator Harrenstein introduced Vice President of Mankato Area Girls Fastpitch Association Matt Mangulis. Mr. Mangulis presented a PowerPoint that reviewed the organizations 37 years in Mankato. He indicated the Peppers provide activity opportunities for youth and generates an economic impact. Mr. Mangulis reported the Peppers are excited to bring the Olympic hopeful team the Aussie Peppers to Caswell Park. The games will be live streamed and provide additional exposure to Caswell Park. Mayor Dehen thanked the Peppers for their work and indicated the City is excited to partner with the Peppers on this venture.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. 24-19 Approving Donations/Contributions/Grants.
- C. Approved Park and Audio Permit for Holy Rosary Church Mass and Picnic on September 15, 2019, from 6:00 a.m. to 2:00 p.m. at Wheeler Park.
- D. Res. 25-19 Waiving Waiting Period for Exemption from Lawful Gambling License for Holy Rosary Church.
- E. Approved Parade Permit for Dance Conservatory Tulips & Tutu 5K Fun Run at Benson Park on April 27, 2019, from 10:00 a.m. to 1:00 p.m.
- F. Approved Renewal of Caswell Parks Liquor License from April 30, 2019, to April 30, 2020.

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

Public Comments Concerning Business Items on the Agenda

None

Business Items**Res. No. 26-19 Adopting Multipurpose Sports Facility Market Feasibility Study.**

City Administrator Harrenstein reviewed the Market Feasibility Study recommendations which included moving forward with a multipurpose indoor sports facility. Two structures were discussed in the study; one was 44,000 square feet the other was 88,000 square feet. The recommendation is for the larger structure which includes four regulation basketball courts, which can be converted to eight regulation volleyball courts or eight elementary/middle-school size basketball courts, and six indoor tennis courts. The larger facility will not only meet current market needs but also allow North Mankato to compete for regional tournaments and larger recreational events consistent with the Council's goal of increasing regional sport tourism. City Administrator Harrenstein reviewed the resolution that resolves to approve the Multipurpose Sports Facility Market Feasibility Study, proceed with planning for the larger building option subject to changes deemed appropriate during project development and proceed with development of the project subject to financing. Mayor Dehen noted this was not a commitment to build the structure, but to continue in the process depending on funding. **Council Member Norland moved, seconded by Council Member Whitlock to adopt Res. No. 26-19 Adopting Multipurpose Sports Facility Market Feasibility Study. Vote on the motion: Oachs, Whitlock, Norland, and Dehen aye; no nays. Motion carried.**

Solar Garden Subscription Program Contract with US/Solar.

Finance Director McCann reviewed the proposed subscription with US/Solar. He reported the agreement was for 25 years with cancellation options at ten years and 20 years, with a guaranteed one cent savings. The contract presented little to no risk to the City with projected savings over the 25 years of \$94,224. Finance Director McCann reported the contract was reviewed by Attorney Kennedy. **Council Member Norland moved, seconded by Council Member Oachs to Approve the Solar Garden Subscription Program Contract with US/Solar. Vote on the motion: Oachs, Whitlock, Norland, and Dehen aye; no nays. Motion carried.**

Open Forum

None.

City Administrator and Staff Comments

City Administrator Harrenstein requested direction from the Council concerning the next Council Work Session. Lorna Sandvick would be attending the March 25, 2019, Council Work Session and currently there was nothing planned for March 11, 2019. Mayor Dehen and Council decided to take March 11, 2019, off and not hold a Work Session.

City Administrator Harrenstein reported staff, as directed by Council, was looking into an Emergency Alert System that would allow text messages.

Public Works Director Host reported snow removal and clean-up continues.

Finance Director McCann thanked all those that participated in Peddle Past Poverty.

Mayor and Council Comments

Council Member Norland reported attendance at the Nicollet County Comprehensive Land Use Plan development meetings. She indicated the meeting she attended focused on land use and natural resource protection including protecting and cleaning up Minnesota's water.

Mayor Dehen reported Tea with the Council would be held on Saturday, March 9th at 10:00 am at Curiosi-Tea House at 1745 Commerce Drive and invited residents to attend.

Mayor Dehen stated he received a thank you from South Central for donations to the scholarship fund.

Mayor Dehen reported he received an invitation to the Women of Distinction meeting and if any Council Member was interested in attending to let staff know.

At 7:27 p.m. on a motion by Council Member Norland, seconded by Council Member Whitlock the Council Meeting was adjourned.

Mayor

City Clerk



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 3-18-19

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
	CONVENIENCE STORE INVESTMENTS		VOID		(5,649.00)	90637
02997	ABEL TOWING, LOCKOUT-N-JUMP	03/18/2019	Regular	0	190.00	90701
00093	ARNOLD'S OF MANKATO, INC.	03/18/2019	Regular	0	1,371.55	90703
00221	CARGILL, INC.	03/18/2019	Regular	0	8,204.69	90704
02994	CBCS	03/01/2019	Regular	0	284.75	90690
00234	CENTER POINT ENERGY	03/01/2019	Regular	0	10,680.98	90693
02757	CINTAS	03/18/2019	Regular	0	182.19	90705
00255	CITY OF MANKATO	03/18/2019	Regular	0	12,010.88	90706
00331	DE MARS CONSTRUCTION	03/18/2019	Regular	0	16,518.85	90707
00353	DITTRICH MECHANICAL & FABRICATION	03/18/2019	Regular	0	878.92	90708
00401	EXPRESS SERVICES, INC.	03/18/2019	Regular	0	316.77	90709
00445	FRED PRYOR SEMINARS	03/18/2019	Regular	0	199.00	90710
00447	FREE PRESS	03/18/2019	Regular	0	20.31	90711
02917	JENNINGS, STROUSS & SALMON, P.L.C.	03/18/2019	Regular	0	2,770.00	90712
00639	JOHN DEERE FINANCIAL	03/18/2019	Regular	0	4.37	90713
02988	KT REAL ESTATE HOLDINGS, LLC	03/13/2019	Regular	0	5,649.00	90700
00731	LAGER'S OF MANKATO, INC.	03/18/2019	Regular	0	266.25	90714
00746	LAW ENFORCEMENT LABOR SERVICES, INC.	03/12/2019	Regular	0	714.00	90697
00812	MANKATO BEARING COMPANY	03/18/2019	Regular	0	6.56	90717
00819	MANKATO FORD, INC.	03/18/2019	Regular	0	708.94	90718
02791	MANKATO MAKERSPACE	03/18/2019	Regular	0	350.00	90719
00837	MANTRONICS MAILING SYSTEMS, INC.	03/18/2019	Regular	0	175.00	90720
00847	MATHESON TRI-GAS, INC.	03/18/2019	Regular	0	131.11	90721
00920	MINNESOTA DEPARTMENT OF HEALTH	03/18/2019	Regular	0	23.00	90722
00905	MINNESOTA STATE FIRE DEPT ASSOCIATION	03/01/2019	Regular	0	1,200.00	90691
00970	MOBILE GLASS SERVICE	03/18/2019	Regular	0	210.42	90723
01106	PETTY CASH	03/18/2019	Regular	0	18.34	90724
02148	POVOLNY SPECIALTIES	03/18/2019	Regular	0	2,414.21	90725
01133	POWERPLAN/RDO EQUIPMENT	03/18/2019	Regular	0	1,854.32	90726
02980	PROFESSIONAL LAW ENFORCEMENT ASSISTAN	03/05/2019	Regular	0	85.00	90694
01191	RELIANCE ELECTRIC OF SOUTHERN MINNESOT	03/18/2019	Regular	0	421.34	90727
02996	SME (SMITH MILL ENGINEERING)	03/18/2019	Regular	0	825.00	90728
02732	ST. ANDREWS TITLE & EXCHANGE, INC.	02/28/2019	Regular	0	205,053.00	90689
01344	STATE OF MINNESOTA	03/01/2019	Regular	0	225.00	90692
02684	STINSON LEONARD STREET	03/18/2019	Regular	0	1,276.00	90729
01371	TACTICAL SOLUTIONS	03/18/2019	Regular	0	209.00	90730
01402	TIRE ASSOCIATES	03/18/2019	Regular	0	6,623.20	90731
02190	TONKAWATER	03/18/2019	Regular	0	51.09	90732
01409	TOPPERS & TRAILERS PLUS	03/18/2019	Regular	0	100.00	90733
02041	ULINE	03/18/2019	Regular	0	5,087.09	90734
02261	VENMILL INDUSTRIES	03/18/2019	Regular	0	50.00	90735
01523	WENZEL AUTO ELECTRIC CO	03/18/2019	Regular	0	129.00	90736
01525	WEST CENTRAL SANITATION, INC.	03/18/2019	Regular	0	27,664.21	90737
01544	WINTER EQUIPMENT CO., INC.	03/18/2019	Regular	0	21,627.03	90738
00101	AT&T MOBILITY	03/11/2019	Bank Draft	0	27.82	DFT0002931
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	59.98	DFT0002901
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	3.00	DFT0002902
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	41.40	DFT0002903
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	3.01	DFT0002904
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	338.72	DFT0002905
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	1,938.36	DFT0002906
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	42.94	DFT0002907
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	209.70	DFT0002908
02058	CONSOLIDATED COMMUNICATIONS	02/28/2019	Bank Draft	0	37.05	DFT0002909
00311	CULLIGAN WATER CONDITIONING	03/01/2019	Bank Draft	0	34.75	DFT0002911
00311	CULLIGAN WATER CONDITIONING	03/01/2019	Bank Draft	0	27.80	DFT0002912
00445	FRED PRYOR SEMINARS	03/05/2019	Bank Draft	0	149.00	DFT0002925

00447	FREE PRESS	03/01/2019	Bank Draft	0	251.13	DFT0002914
00608	INGRAM LIBRARY SERVICES	03/12/2019	Bank Draft	0	1,265.50	DFT0002944
00617	INTERNATIONAL INSTITUTE OF MUNICIPAL CLI	02/28/2019	Bank Draft	0	170.00	DFT0002910
00733	LAKES GAS CO #10	03/06/2019	Bank Draft	0	132.50	DFT0002924
00749	LAWSON PRODUCTS, INC	03/04/2019	Bank Draft	0	746.21	DFT0002917
00857	MC GOWAN WATER CONDITIONING, INC.	03/04/2019	Bank Draft	0	26.40	DFT0002916
00936	MINNESOTA POLLUTION CONTROL AGENCY	03/11/2019	Bank Draft	0	23.00	DFT0002932
01117	PLUNKETT'S PEST CONTROL, INC.	03/13/2019	Bank Draft	0	118.14	DFT0002946
01335	STAPLES ADVANTAGE	02/27/2019	Bank Draft	0	372.86	DFT0002900
01337	STAR TRIBUNE	03/01/2019	Bank Draft	0	512.72	DFT0002913
01470	VERIZON WIRELESS	03/08/2019	Bank Draft	0	294.89	DFT0002928
01470	VERIZON WIRELESS	03/12/2019	Bank Draft	0	762.09	DFT0002935
02178	WASTE MANAGEMENT OF WI-MN	03/08/2019	Bank Draft	0	282.50	DFT0002927
01525	WEST CENTRAL SANITATION, INC.	03/11/2019	Bank Draft	0	2,647.75	DFT0002933
00016	ADAMS, NICOLE	03/20/2019	EFT	0	45.00	1633
00059	AMERICAN LEGAL PUBLISHING CORP.	03/20/2019	EFT	0	495.00	1634
00090	APT MACHINING INC.	03/20/2019	EFT	0	325.60	1635
00105	AUTO VALUE MANKATO	03/20/2019	EFT	0	752.33	1636
00123	BATTERIES+BULBS	03/20/2019	EFT	0	269.85	1637
00216	C & S SUPPLY CO, INC.	03/20/2019	EFT	0	103.37	1638
00230	CCP INDUSTRIES, INC.	03/20/2019	EFT	0	93.99	1639
02706	CORE & MAIN LP	03/20/2019	EFT	0	1,167.29	1640
02275	DEM-CON MATERIALS & RECOVERY	03/20/2019	EFT	0	1,505.28	1641
00453	FREYBERG PETROLEUM SALES, INC.	03/20/2019	EFT	0	17,256.45	1642
00463	G & L AUTO SUPPLY, LLC	03/20/2019	EFT	0	182.47	1643
00482	GMS INDUSTRIAL SUPPLIES, INC.	03/20/2019	EFT	0	294.94	1644
00494	GOPHER STATE ONE-CALL	03/20/2019	EFT	0	17.55	1645
00680	J.J. KELLER & ASSOCIATES, INC.	03/20/2019	EFT	0	1,075.71	1646
01274	JADD SEPPMANN & SONS, INC.	03/20/2019	EFT	0	800.00	1647
02941	JAGUAR COMMUNICATIONS	03/20/2019	EFT	0	4,309.40	1648
00691	KENNEDY & KENNEDY LAW OFFICE	03/20/2019	EFT	0	8,402.33	1649
00776	LLOYD LUMBER CO.	03/20/2019	EFT	0	316.37	1650
00796	MACQUEEN EQUIPMENT, INC.	03/20/2019	EFT	0	1,428.63	1651
00825	MANKATO MOTOR COMPANY	03/20/2019	EFT	0	78.58	1652
00874	MENARDS-MANKATO	03/20/2019	EFT	0	60.89	1653
00889	MIDWEST TAPE/HOOPLA	03/20/2019	EFT	0	1,055.29	1654
00902	MINNESOTA IRON & METAL CO	03/20/2019	EFT	0	91.25	1655
00910	MINNESOTA VALLEY TESTING LAB, INC.	03/20/2019	EFT	0	280.50	1656
00956	MINNESOTA WASTE PROCESSING CO.	03/20/2019	EFT	0	17,984.43	1657
00997	MTI DISTRIBUTING CO	03/20/2019	EFT	0	679.36	1658
01036	NICOLLET COUNTY RECORDER/ABTRACTER	03/20/2019	EFT	0	16.00	1659
01078	OLYMPIC FIRE PROTECTION CORP.	03/20/2019	EFT	0	3,020.00	1660
01099	PET EXPO DISTRIBUTORS	03/20/2019	EFT	0	60.00	1661
02747	RENT-N-SAVE	03/20/2019	EFT	0	16.07	1662
01211	RIVER BEND BUSINESS PRODUCTS	03/20/2019	EFT	0	801.99	1663
01286	SKARPOHL PRESSURE WASHER SALES	03/20/2019	EFT	0	1,985.00	1664
01323	SPS COMPANIES, INC.	03/20/2019	EFT	0	367.09	1665
00137	BENCO ELECTRIC COOPERATIVE	03/04/2019	Bank Draft	0	28,669.04	DFT0002918
02181	ETS CORPORATION	03/04/2019	Bank Draft	0	1,186.66	DFT0002921
02003	MINNESOTA DEPT OF REVENUE	03/01/2019	Bank Draft	0	779.76	DFT0002899
02003	MINNESOTA DEPT OF REVENUE	03/04/2019	Bank Draft	0	8,182.00	DFT0002920
02766	SPROUT SOCIAL	03/07/2019	Bank Draft	0	99.00	DFT0002926
01557	XCEL ENERGY	03/04/2019	Bank Draft	0	25,511.99	DFT0002919
01557	XCEL ENERGY	03/11/2019	Bank Draft	0	9.12	DFT0002934
					471,426.17	111

Authorization Signatures

All Council

The above manual and regular claims lists for 3-18-19 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
Anonymous	Library-Donation for Furniture	\$85.00
		\$85.00

Adopted by the City Council this 18th day of March 2019.

Mayor

City Clerk



CITY OF *Minnesota*
NORTH MANKATO

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

For Office Use Only

APPROVED _____

DENIED _____

☐ PARK USE ☐ AUDIO USE

Application For PARADE PERMIT

REQUIRED INFORMATION:

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

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

Name of Applicant <u>Katie Heintz</u>	Address <u>1001 Belgrade Ave</u>	Phone <u>507 345 5120</u>	Email <u>Kheintz@nmlibrary.org</u>
Sponsoring Organization Name <u>North Mankato Taylor Library</u>		Address <u>1001 Belgrade Ave</u>	
		Phone <u>507 345 5120</u>	
Contact during event <u>Katie Heintz</u>		Phone <u>507 327 0627</u>	
Event Location <u>NORTH Mankato Taylor Library</u>	Date <u>5/18/19</u>	From Time <u>9am</u>	To <u>10:30am</u>
Occasion for Parade <u>Family fun Run</u>			
Parade Description / Composition <u>People / walkers</u>			
Estimated Number of Participants: <u>200</u>			

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.

Katie Heintz 2/18/19
Applicant Date

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

[Signature] 3/1/19
Chief of Police Date

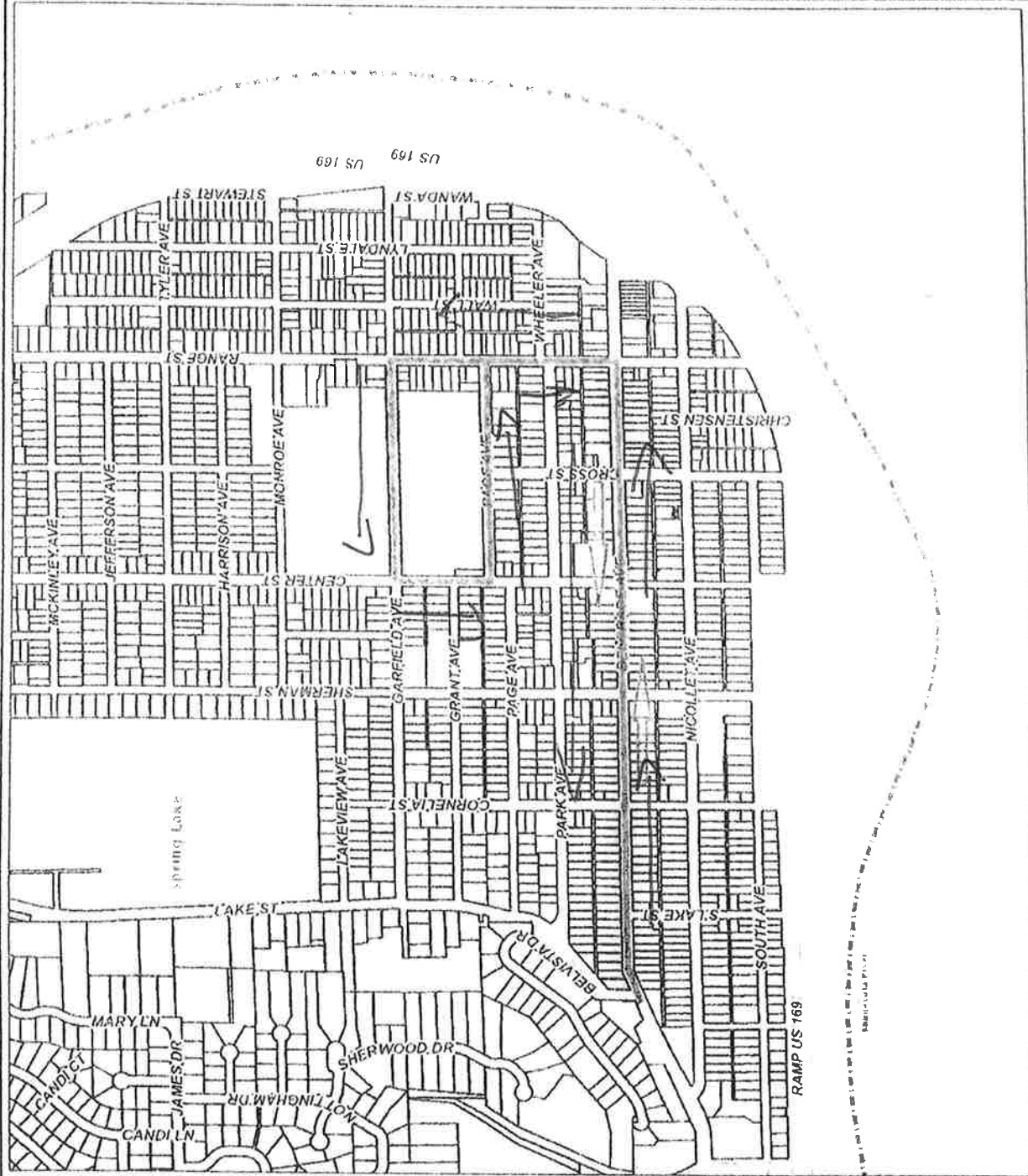
Caswell Sports Director Date



- Legend**
- City Limits
 - Road Edge
 - Parcels (8-6-2013)
 - Lakes & Ponds
 - Minnesota River



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of information, and data collected in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of North Mankato is not responsible for any errors or omissions.



0 307 Feet



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

Audio Permit _____ 2019

Park Permit _____ 2019

Audio Permit

About:

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

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the 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:

5/18/19

BEGIN TIME:

8 am

END TIME:

11 am

LOCATION / SHELTER:

NORTH Mankato Taylor Library

EVENT NAME:

BOOKIN' ON Belgrade

ONSITE COORDINATOR:

PRINT NAME:

Kathie Heintz

MOBILE NUMBER:

507.327.0227

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

SIGNATURE:

Kathie Heintz

DATE:

2/27/19

CITY CLERK:

☐

DENIED

☐

APPROVED

☐

BOOK

☒

POLICE

☐

ONLINE

☐

\$25.00 FEE

STAFF INITIALS

Audio Permit

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- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:



LIVE MUSIC/BAND



DJ/KARAOKE MACHINE



OTHER: _____

DATE OF EVENT: April 13, 2019BEGIN TIME: 4:00 p.m.END TIME: 7:00 p.m.LOCATION / SHELTER: 200 Black Belgrade AvenueEVENT NAME: Easter Bunnies on BelgradeONSITE COORDINATOR: _____ PRINT NAME: Ray BrannMOBILE NUMBER: 507-514-3922

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

SIGNATURE: [Signature] DATE: 2.27.2019

CITY CLERK: _____

☐ DENIED ☐ APPROVED☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEESTAFF INITIALS _____



Minnesota
NORTH MANKATO

BLOCK PARTY PERMIT

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

Permit #: _____ -2019

Date: 4/13/19

Start time: 4:00 p.m.

Stop time: 9:00 p.m.

Location: 200 Block Belgrade

Event Name: Easter Bunnies on Belgrade

Name: Ray Braun Twin Valley Council Boy Scouts of America

Address: 810 Madison Avenue Mankato MN 56001

Phone: 507-387-3123

of People: 250-300

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

Notes: Block 200 Block of Belgrade from the Bank entrance to the Circle

PLEASE INCLUDE A MAP OF THE AREA.

Audio (requires audio permit)

☐ No ☒ Yes

* If Yes, Please fill out Audio Permit.

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

SIGNED: _____

Applicant

2-27-2019

Date

☐ APPROVED ☐ DENIED

City Clerk

Date

Receipt #

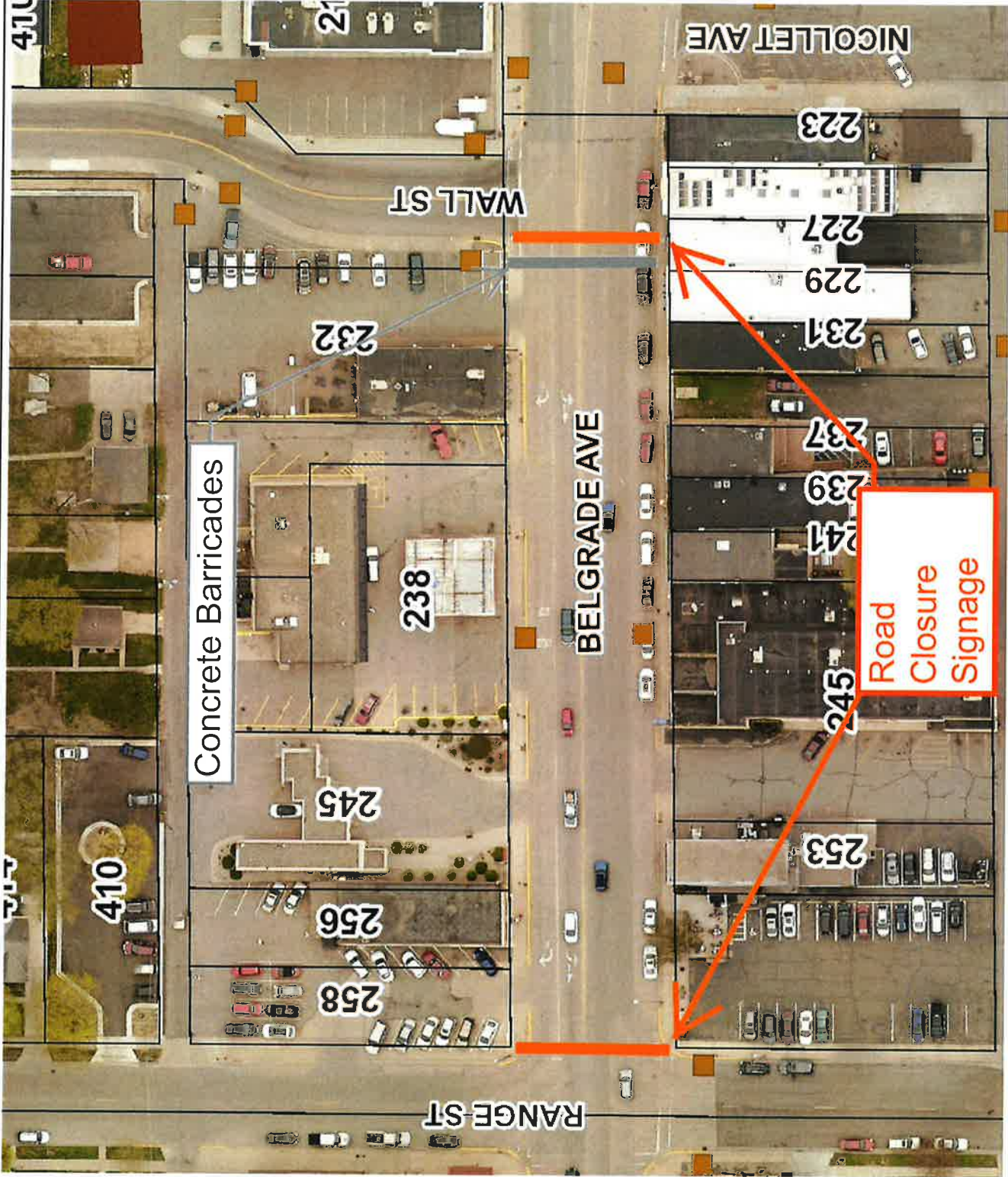
Book

Online

Park

Police

Staff Initials



Legend

- City Limits
- Catch Basins
- Subsurface Basin
- Medians
- Roadways
- Parcels (6-7-2018)
- Lakes & Ponds
- Minnesota River



Detour
Signage on
Belgrade

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of North Mankato is not responsible for any inaccuracies herein contained.



BOLTON & MENK

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Road
Closure
Signage





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North Mankato, MN 56003
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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 <u>Brian Yngst</u>	Address <u>1920 Lee Blvd</u>	Phone <u>507 384 7340</u>	Email <u>brian.yngst@southcentral.edu</u>
Sponsoring Organization Name <u>South Central College</u>	Address <u>1920 Lee Blvd N. Mankato MN</u>	Phone <u>507 384 7340</u>	
Contact during event <u>Brian Yngst</u>		Phone <u>507 262 1616</u>	
Event Location <u>South Central College</u>	Date <u>5/2/19</u>	From Time <u>4pm</u>	To <u>6pm</u>
Occasion for Parade <u>End of year color run.</u>			
Parade Description / Composition <u>Color Run SK for students</u>			

Estimated Number of Participants: 80

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

[Signature]
Applicant

12/14/18
Date

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

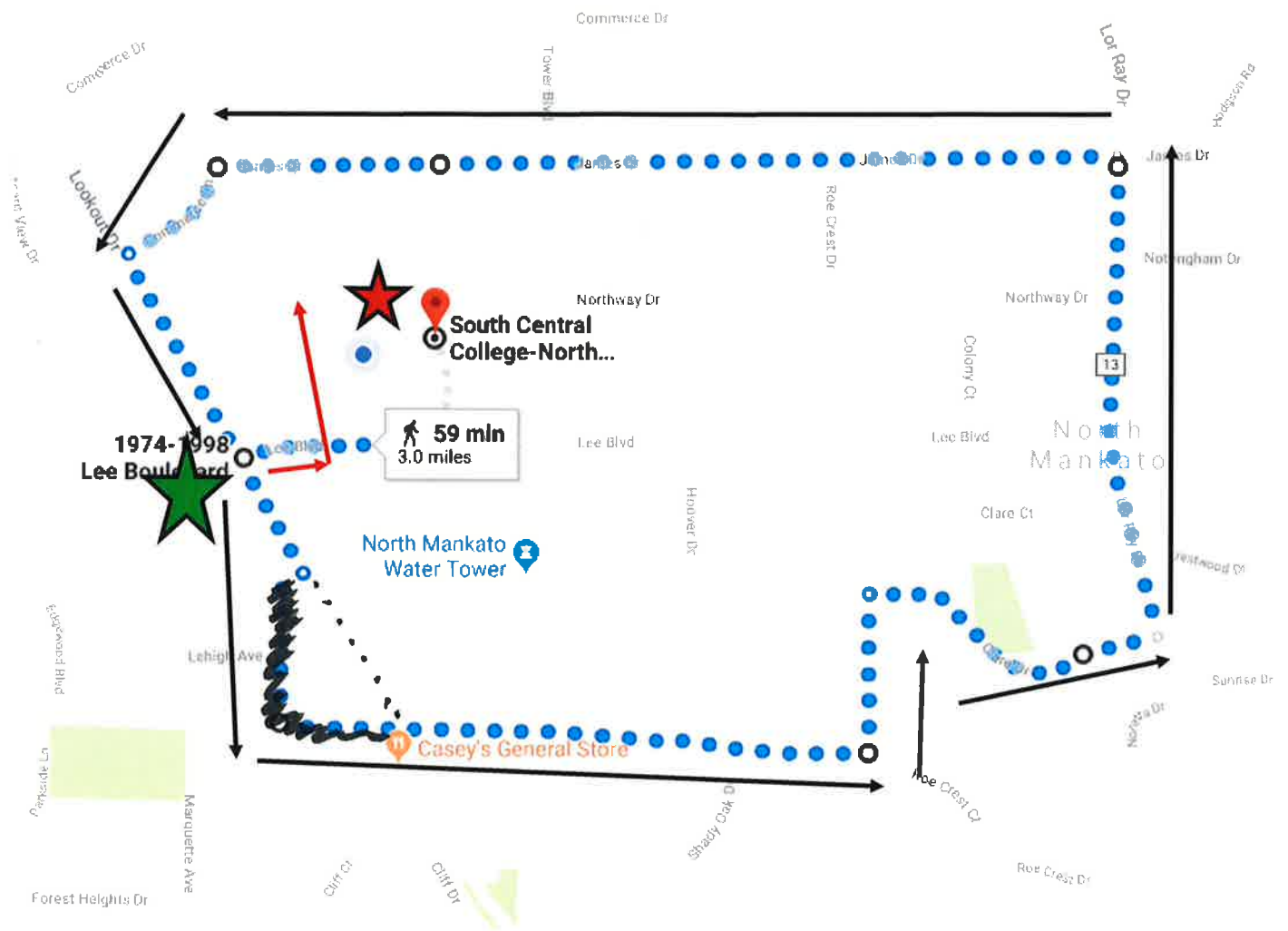
[Signature]
Chief of Police

2/28/19
Date

- No need for Reserves -
- No traffic control needed -

Caswell Sports Director

Date





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www.northmankato.com

Audio Permit _____ 2019

Park Permit _____ 2019

Audio Permit

About:

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

Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the 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: July 11, 18³⁰ 2019

BEGIN TIME: 4pm

END TIME: 7pm

LOCATION / SHELTER:

BAND shelter

EVENT NAME:

Music in the Park

ONSITE COORDINATOR:

PRINT NAME:

Katie Heintz

MOBILE NUMBER:

507 327 0627

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

SIGNATURE:

Katie Heintz

DATE:

2/27/19

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

1206



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Audio Permit _____ 2019
Park Permit _____ 2019

Audio Permit

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- 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:

BEGIN TIME:

END TIME:

6/15/2019

10am

4pm

LOCATION / SHELTER:

Band Shelter

EVENT NAME:

Art Splash

ONSITE COORDINATOR:

PRINT NAME:

Katie Heintz

MOBILE NUMBER:

507 327 0627

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

SIGNATURE:

Katie Heintz

DATE:

6/27/19

CITY CLERK:

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

STAFF INITIALS _____



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Audio Permit _____ 2018
Park Permit _____ 2018

Audio Permit

About:

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- 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: 9/21/2019

BEGIN TIME: 9:00am

END TIME: 12:00pm

LOCATION / SHELTER: Center Street in front of Mankato Brewery

EVENT NAME: The Mankato Beer Run 5k & .05k

ONSITE COORDINATOR:

PRINT NAME: Alex Ogden

MOBILE NUMBER: 414.213.8930

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

SIGNATURE: 

DATE: 2/21/2019

POLICE CHIEF: _____

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐

BOOK

☒

POLICE

☐

ONLINE

☐

\$25.00 FEE

STAFF INITIALS _____

RDG



CITY OF *Minnesota*
NORTH MANKATO

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☐ 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
Alex Ogden	1141 N 43rd St - Milwaukee, WI 53208	414.213.8930	alex@414events.com

Sponsoring Organization Name	Address	Phone
Mankato Brewery	1119 Center St, North Mankato, MN 56003	(507) 386-2337

Contact during event	Phone
Alex Ogden	414.213.8930

Event Location	Date	From	Time	To
Mankato Brewery / surrounding streets / Spring Lake & Hiniker Parks	9/21/2019	10:00am		12:00pm

Occasion for Parade


5k Run / Walk

Parade Description / Composition


Runners will start and finish outside of Mankato Brewery on Center St and runthrough the surrounding streets / Spring Lake & Hiniker Parks

Estimated Number of Participants: 500 - 750

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.

 2/21/2019
Applicant Date

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

 2/28/19 - 2 Reserves - Needed
Chief of Police Date

 3-13-19
~~Caswell Sports Director~~ *R. Bill Worley Director* Date

The Mankato Beer Run 5k & .05k

Schedule of Music & Announcements

Noise production for the purpose of race announcements and light music provided by FourOneFour Events

9:00am - Light music

9:30am - Light announcements and sponsor thank you

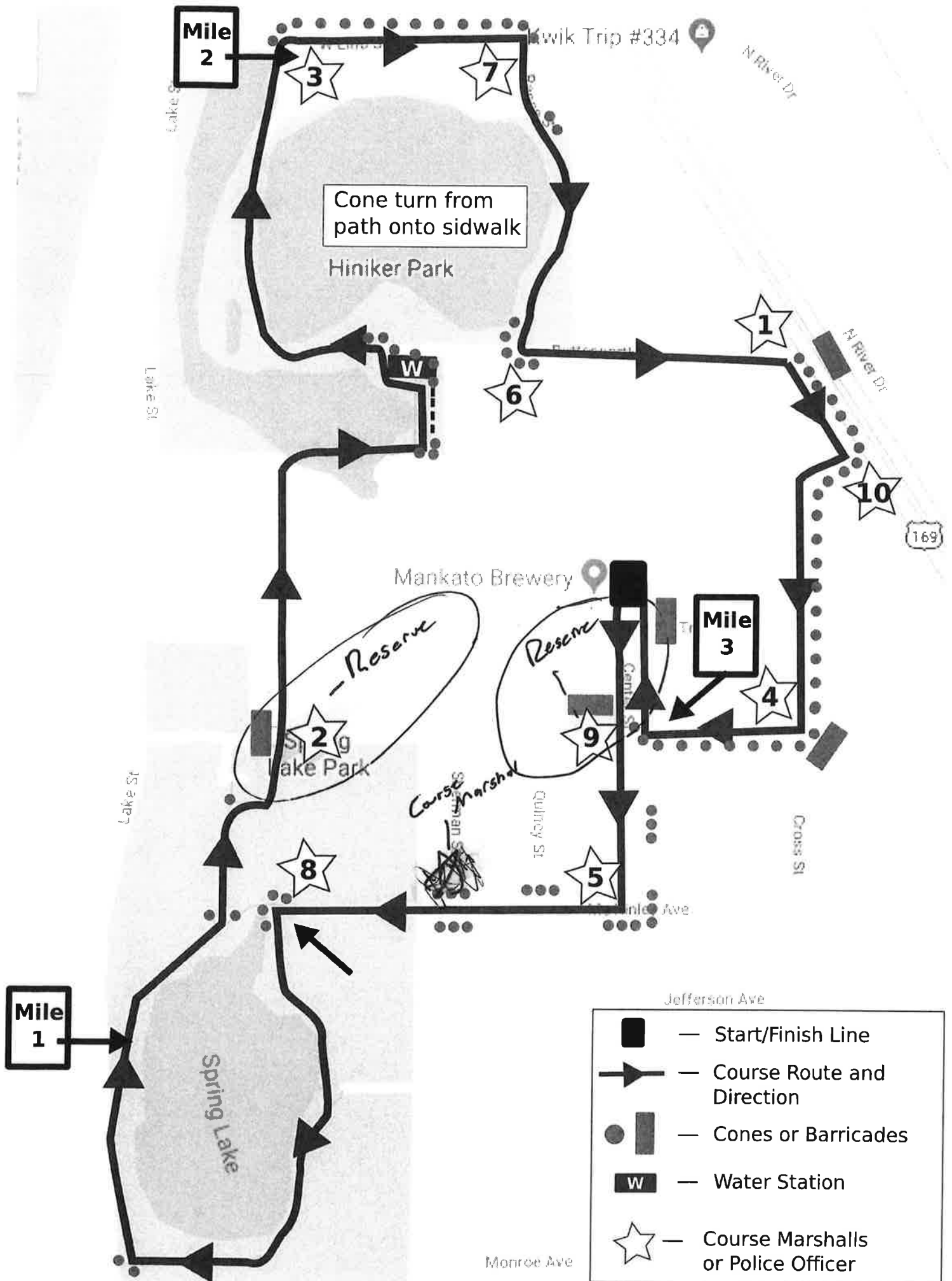
9:50am - Announcements for .05k runners to line up

10:00am - .05k race start announcement

10:05am - Announcements for 5k runners to line up

10:15am - 5k race start announcement

10:20am until last finisher or 12:00pm - light music and finisher
congratulations



414 Events - Mankato Beer Run 5k & .05k Start/Finish Line - Site Map

Map Key

- Start/Finish Line with Inflatable Arch using sandbag weights
- Course Path and Direction
- MC Booth - PA System facing East towards industrial park (with 10x10 pop up tent)
- Registration (with 10x20 pop up tent)
- Portable Restrooms (if need in addition of Mankato Brewery Restrooms)
- Paired Recycling and Trash Receptacles



Kwik Trip #334

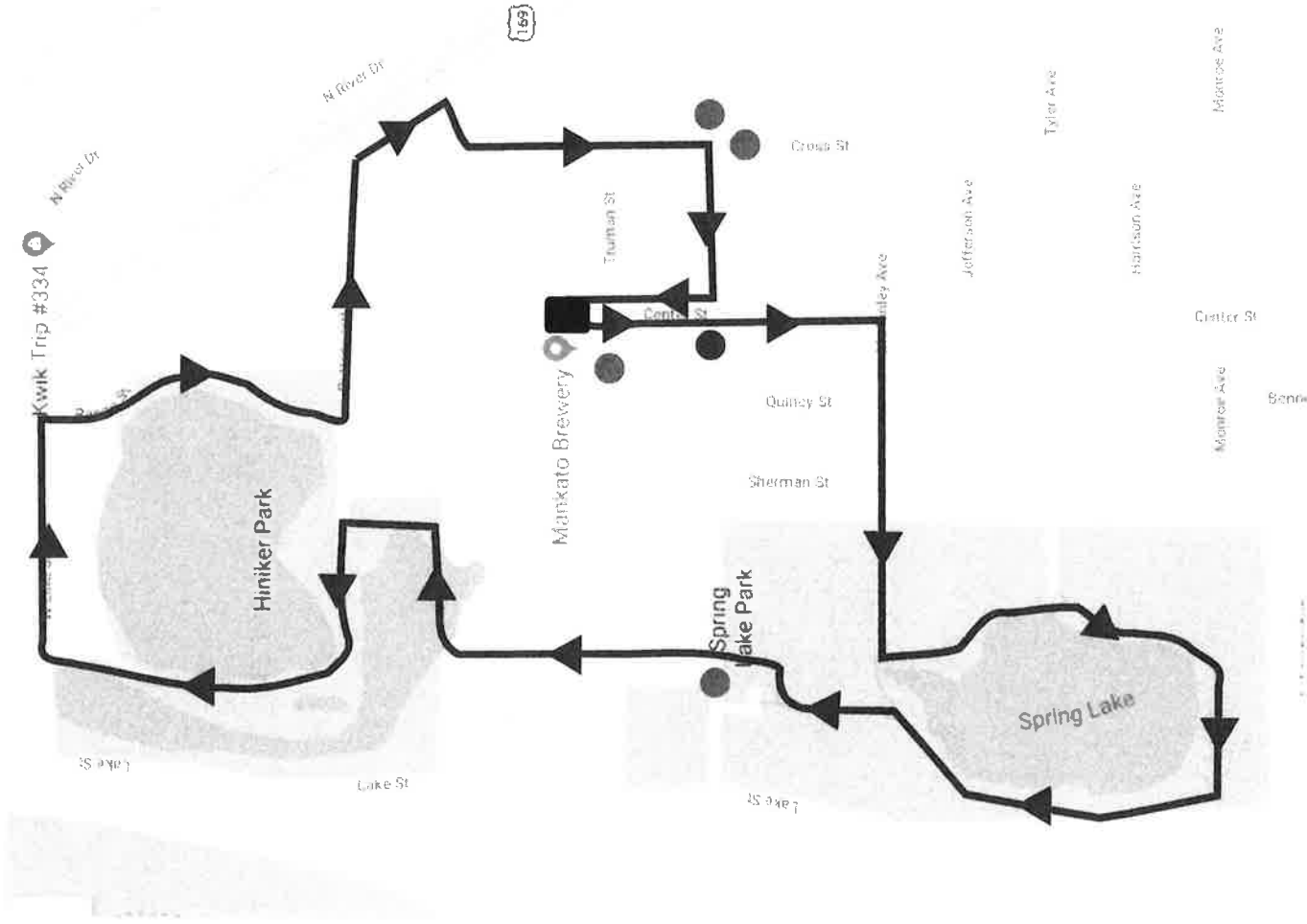
Legend:

- Kwik Trip Location (Truck icon)
- Route (Thick black line with arrows)

Map Labels:

- N River Dr
- Cross St
- Turfman St
- Center St
- Quincey St
- Sherman St
- Lake St
- Spring Lake Park
- Spring Lake
- Hiniker Park
- Mankato Brewery
- Jefferson Ave
- Tyler Ave
- Harrison Ave
- Center St
- Monitor Ave
- Spring Lake Ave

- | | |
|----|----------------------------|
| — | Start/Finish Line |
| —▲ | Course Route and Direction |
| —● | 1 Barricade each |
| —● | Police Officer |





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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 <u>Bob Olson</u>	Address <u>MANKATO</u> <u>326 MOUND AVE.</u>	Phone <u>388-7576</u>	Email <u>—</u>
Sponsoring Organization Name <u>A.B.A.T.E. of MN.</u>		Address <u>SAME</u>	Phone <u>SAME</u>
Contact during event <u>Bob Olson</u>		Phone <u>514-4862</u>	
Event Location <u>THROUGH LOWER NORTH MANKATO</u>		Date <u>5-4-19</u>	From <u>1:15</u> To <u>1:30</u>
Occasion for Parade <u>AWARENESS MONTH</u>			
Parade Description / Composition <u>UP TO 300 MOTORCYCLES</u>			

Estimated Number of Participants: _____

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.

ROBERT D. OLSON
Applicant

3-11-19
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.

[Signature]
Chief of Police

3/14/19
Date

6 reserve officers needed.

Caswell Sports Director

Date

PARK PERMIT

1001 Belgrade Ave
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Permit #: 30 -2019 Start time: 6:00 am Fee: \$ 200.00
Date: 4/27/19 Stop time: 1:00 pm
Shelter: ☒ Spring Lake Shelter #1 ☒ Spring Lake Shelter #2 ☐ Wheeler Park Indoor Shelter
Event Name: 11th Annual Girls on the Run 5k
Name: Amy Jordan - YWCA Amy@ywcamankato.org
Address: 127 S 2nd St. Ste 200, Mankato
Phone: 507-386-2186 # of People: 1200

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

Notes: _____

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

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

Allowed

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

Prohibited

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

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

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

SIGNED: _____

Applicant

Date

☐ APPROVED ☐ DENIED

☒ REFER TO COUNCIL

City Clerk

Date

Receipt # R00174110

Book

Online

Park

Police

Staff Initials



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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
Amy Jordan	127 S. 2nd St, Mankato	507-386-2186	amy@ywcamankato.org

Sponsoring Organization Name	Address	Phone
YWCA Mankato	127 S. 2nd St. Mankato	507-345-4629

Contact during event	Phone
Amy Jordan	507-420-6562

Event Location	Date	From	Time	To
Spring Lake Park & surrounding roadways	4/27/19	8:00 am		11:30 am

Occasion for Parade

11th Annual Girls on the Run 5k

Parade Description / Composition

The Girls on the Run 5k is a community run/walk event which also includes pre-race activities and a Kids K run.

Estimated Number of Participants: 700-800 racers, 200 volunteers, 300+ spectators

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.

Amy Jordan
Applicant

3/6/19
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.

[Signature]
Chief of Police

3/14/19
Date

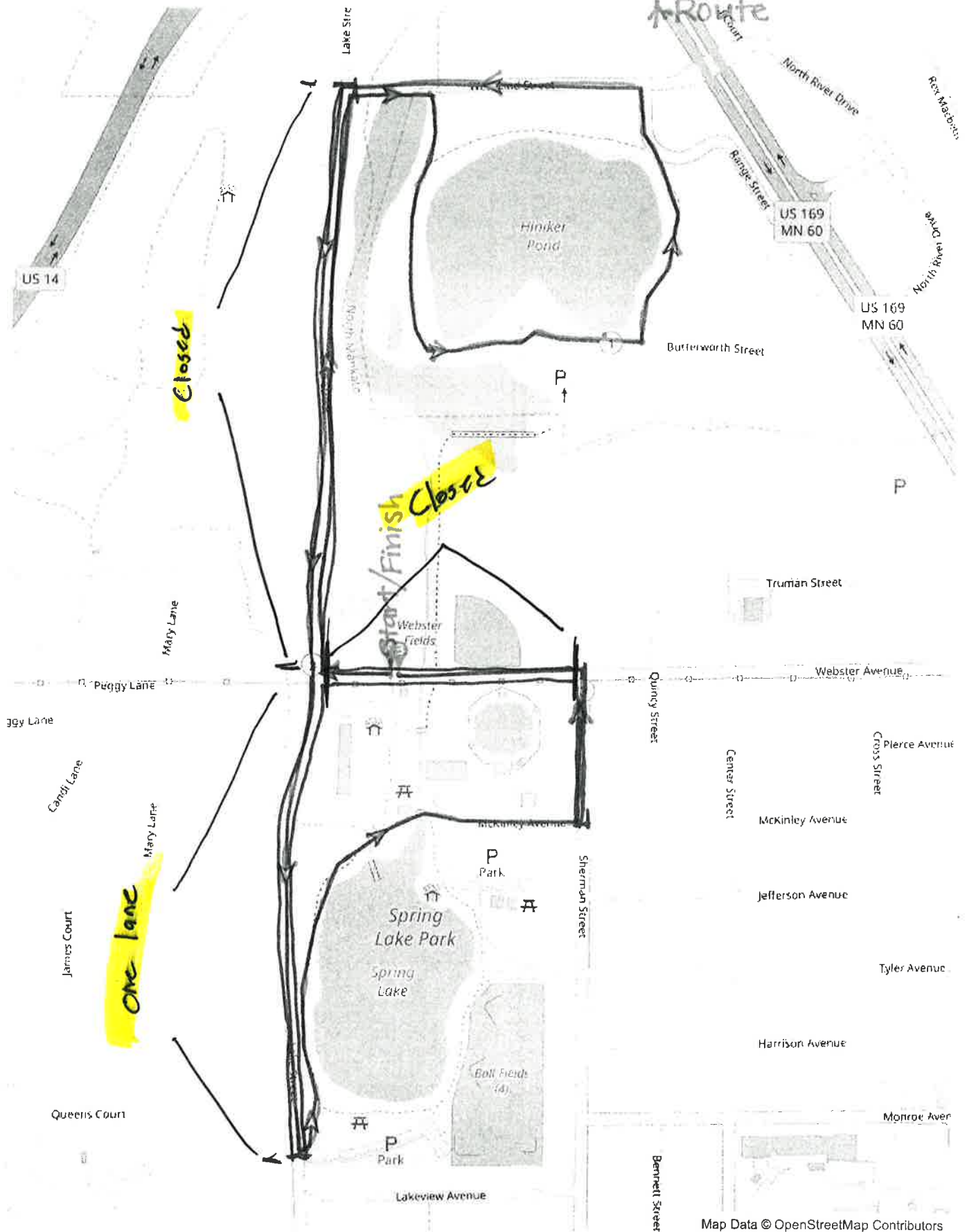
Caswell Sports Director

Date

Option Route 1 - Preferred

Unnamed Route

|| = road closure
↑ Route

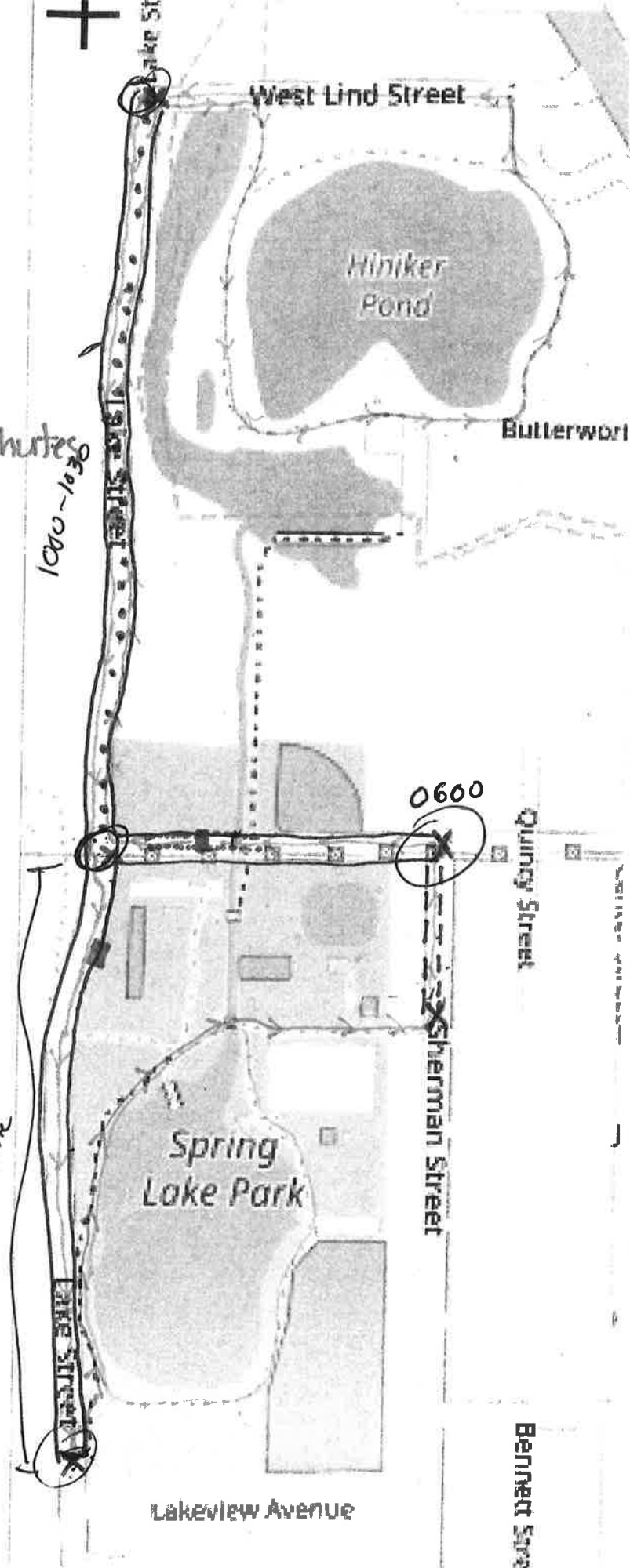


- ↑ 5K route
- cones
- × barricades
- // road closure
- || lane closure
- water station
- start/finish line
- !! start/finish line chutes
- Kids K route

Proposed
Option 1
Preferred
route!

We would like the Webster
Ave closure to begin at
6am and end at 11:30am.

Lake St and Sherman
closures would need to
be complete and ready
for runners by 9:45am
until ~~11am~~ 11:30am.





EVENT LAYOUT

Shelter 1- activities

Shelter 2- Registration

- 1- start/finish
- 2- chip-timer's trailer
- 3- inflatable
- 4- bounce house
- 5- water stop

- 6- porta-johns
- 7- amplified sound
- 8- Parking for event staff and handicap only
- 9- chute barricades



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Audio Permit _____ 2018
Park Permit _____ 2018

Audio Permit

About:

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- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☐ LIVE MUSIC/BAND **DATE OF EVENT:** 4/27/2019
☐ DJ/KARAOKE MACHINE **BEGIN TIME:** 8:00 am
☒ OTHER: Punisher (Alpha Media's **END TIME:** 11:30 am
music truck)

LOCATION / SHELTER: Spring Lake Park, Shelter 1/Parking Lot/Webster Avenue area

EVENT NAME: 11th Annual Girls on the Run 5k

ONSITE COORDINATOR: PRINT NAME: Amy Jordan

MOBILE NUMBER: 507-420-6562

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

SIGNATURE: Amy Jordan DATE: 3/6/19

POLICE CHIEF: _____

CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

RESOLUTION NO.

RESOLUTION WAIVING WAITING PERIOD
FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR
FEEDING OUR COMMUNITIES PARTNERS

WHEREAS, Feeding Our Communities Partners has made application for exemption from a charitable gambling license to conduct a raffle on June 13, 2019 at 2120 Howard Dr. West within the City of North Mankato, Minnesota, which application was received by the City on March 4, 2019.

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

Adopted by the City Council this 18th day of March 2019.

Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Mike Fischer, Community Development Director

DATE: March 13, 2019

SUBJECT: March Traffic & Safety Committee Meeting Minutes

On Wednesday, March 13, 2019 the Traffic & Safety Committee met to consider one item of business. Committee members present: Community Member Bill Borchardt, Council Liaison Jim Whitlock, Police Chief, Ross Gullickson, Public Works Director Nate Host and Community Development Director Mike Fischer.

The following is a summary of the meeting:

1. Request to review pedestrian crossing at the intersection of Lookout Drive and Lee Boulevard.

Steve Hatkin from the Mankato Clinic was present and summarized the timing of the opening of the new Mankato Clinic on Lookout Drive and some of the parking challenges associated with the opening of the new building and demolition of the existing building. Mr. Hatkin indicated that SCC is allowing Mankato Clinic employees to park in their lot during the transition period but there is concern for pedestrian safety when crossing Lookout Drive at the Lee Boulevard intersection. Mr. Hatkin stated that an existing access to Pleasant View Drive will be eliminated to accommodate off-street parking and storm water retention requirements and the only access to the Clinic will be from Lookout Drive. The Committee held discussions regarding the removal of the Pleasant View Drive access, turning movements to and from Lookout Drive, traffic speeds, past accidents, future traffic and future study of the Lookout/Lee intersection. The Committee also review the information and recommendation provided by the City Engineer. Staff asked Mr. Hatkin for consideration of an access to and from Pleasant View Drive in the future.

RECOMMENDATION

The Committee recommends that Mankato Clinic staff park on Pleasant View Drive during the transition period and that area traffic conditions be monitored after the Clinic opens to determine if either short or long term changes are warranted.

MEMORANDUM

TO: Traffic & Safety Committee

FROM: Mike Fischer, Community Development Director

DATE: March 4, 2019

SUBJECT: March Traffic & Safety Committee Meeting

The next meeting of the Traffic & Safety Committee has been scheduled for Wednesday, March 13, 2019 at 9:00 a.m. in the Municipal Building Conference Room.

AGENDA

1. Request to review pedestrian crossing at the intersection of Lookout Drive and Lee Boulevard. A request from the Mankato Clinic.

1. Request to Review Pedestrian Crossing at the Intersection of Lookout Drive and Lee Boulevard

Attached is a request from the Mankato Clinic for a temporary pedestrian crossing at the intersection of Lookout Drive and Lee Boulevard. Mankato Clinic is completing construction of a new clinic on Lookout Drive with the expectation to open on May 6th. Once the new clinic is open, the existing clinic on the property will be demolished. According to the Clinic, this overlap will create some employee parking issues. In an attempt to address the employee parking issue, the Clinic is considering having their employee's park at South Central College and walk to the clinic for a period of 8 to 10 weeks. However, due the high level a traffic on Lookout Drive, the clinic is concerned for the safety of their employees crossing Lookout Drive and requesting consideration of some form of temporary pedestrian crossing at this intersection.

Attached is a letter from Bolton & Menk in response to the request from Mankato Clinic.

Michael Fischer

From: Hatkin Steve <SteveH@mankato-clinic.com>
Sent: Thursday, February 28, 2019 1:30 PM
To: 'Michael Fischer'
Subject: Request to Traffic & Safety Committee
Attachments: image001.gif; image004.jpg

Mike,

Please forward this request on to the Traffic & Safety Committee for consideration.

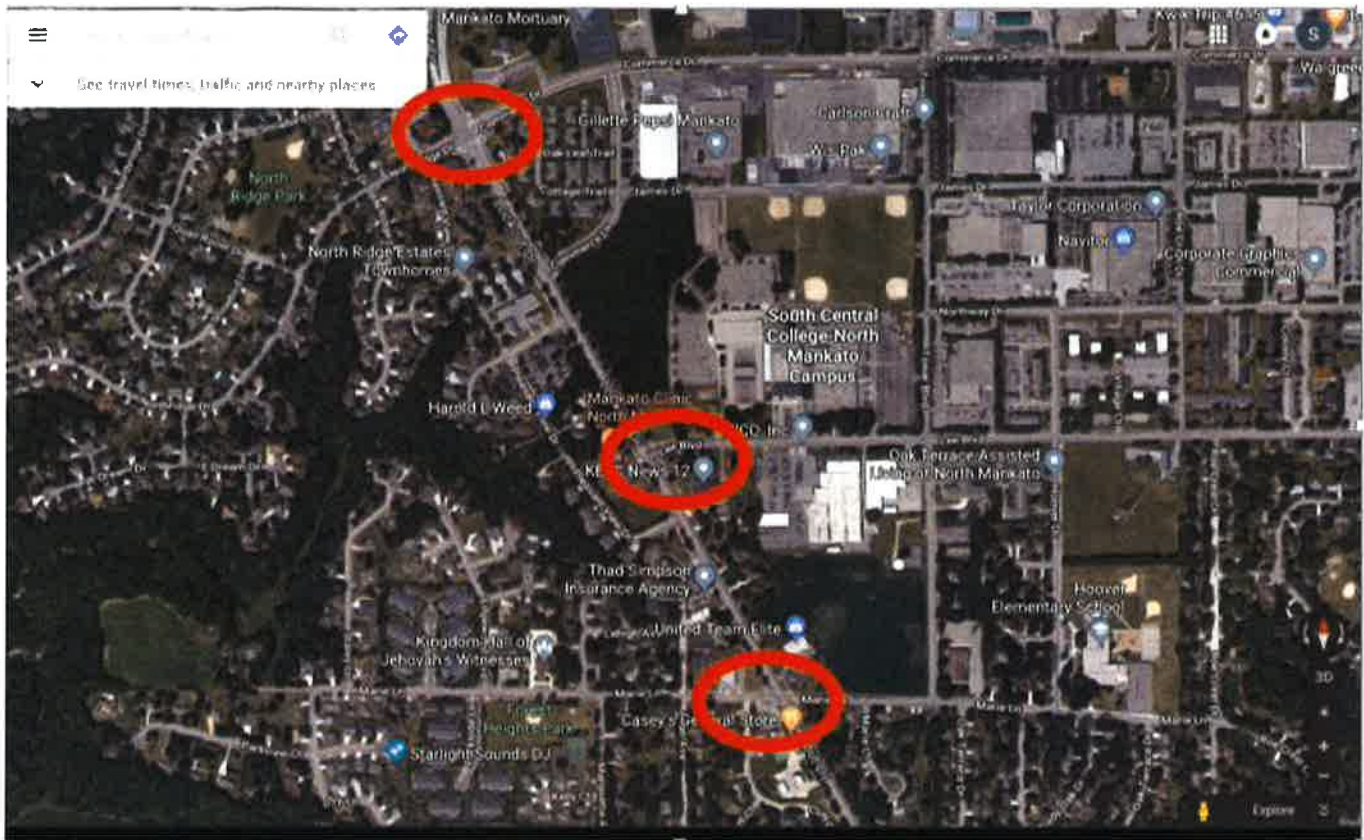
Mankato Clinic will be completing phase one of our construction of the new clinic on Lookout drive in April and begin seeing patients on May 6, 2019. During phase two, which will last approximately eight to ten weeks, we will be limited to only twenty-two parking stalls. Approximately thirty Mankato Clinic employees will be parking either in residential on street parking along Pleasant View Dr. or across Lookout Drive in South Central Community College (SCC) parking lots.

As you are aware, Lookout Drive is a busy street, especially during the start and end of a typical work day. This would be the same times when clinic employees would need to safely cross the street from SCC. As you can see from the picture below, this is one of three designated pedestrian cross walks on Lookout. However, this is the only one of the three that is not controlled with a Traffic Light. I am requesting that the City consider, on a temporary basis, some sort of controlled pedestrian crossing (Stop Light with Pedestrian triggered button, flashing yellow traffic light, Flashing stop sign, etc.).

Additionally, our clinic has grown significantly and we anticipated future growth. In 2018, we had approximately 17,000 patient visits. As a Family Practice Clinic we see patients of all ages, however we do serve a high percentage of senior citizens. When our new clinic opens on May 6th we will no longer have two entrances to our campus, as the entrance on Pleasantview drive will be permanently eliminated. Our sole entrance to our campus will be the one on Lookout directly aligned with Lee blvd. We would like to request a traffic and safety study to determine if it warrants a permanent four-way traffic light at this intersection.

I appreciate your consideration of this request. Please do not hesitate to contact me with any questions.

Steve



Steve Hatkin
Chief Financial Officer
Mankato Clinic

Work 507-389-8500
Mobile 763-548-4913



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Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

March 8, 2019

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

RE: Request by Mankato Clinic for Temporary Pedestrian Crossing
City of North Mankato, Minnesota
Project No.: M18.118094

Dear Mike,

This letter is in response to your request to evaluate options to accommodate pedestrian traffic associated with the new Mankato Clinic facility that is currently under construction on the west side of Lookout Drive at Lee Boulevard. In order to maintain clinic services at this location, the existing building is being utilized until the new building is completed and operational. After the new building is operational, the existing building will be demolished and new parking will be constructed in that area. As such, the facility will have limited parking availability until the new parking lot is completed. It is our understanding that there will be some parking immediately available with the opening of the new building, and that Mankato Clinic feels that there will be adequate parking to accommodate patients and visitors, but not employees. Mankato Clinic estimates that approximately 20 employee parking stalls will need to be secured off-site until all of the parking areas planned with the project are completed. Mankato Clinic estimates that it will take approximately 8 weeks for the existing building to be demolished and the new parking lot to be constructed, so the temporary off-site parking would be required during that time. Mankato Clinic has indicated that they are considering approaching South Central College (SCC) about the possibility of utilizing their parking lots for the temporary employee parking for the approximately 8-week period. This would require employees to cross Lookout Drive at Lee Boulevard in the mornings between approximately 7:30 am to 8:00 am, which is a peak traffic period on Lookout Drive, as well as other times during the day. Mankato Clinic requested that the City evaluate options that would improve pedestrian safety at this location if the SCC parking lots were used for temporary employee parking.

Several options could be considered to improve safety for pedestrians crossing Lookout Drive at Lee Boulevard if the SCC parking lots are used for temporary employee parking.

Temporary options

- Install Temporary Traffic Control to temporarily reduce Lookout Drive from 5 lanes to 3 lanes in the area of the pedestrian crossing, and provide Pedestrian Crossing Flags. Temporary traffic control would narrow the roadway and flags would be placed on each side of Lookout Drive and pedestrians would use the flag when crossing. This options cost could range from \$5,000-\$10,000.
 - Advantages:
 - Vehicles speed would likely slow
 - Flags provide higher vehicle stop rate compared to no improvements
 - Low cost

Michael Fischer
March 8, 2019
Page 3

In our opinion, a much safer and less expensive option would be to designate Pleasant View Drive as the temporary employee parking area. Parking is currently allowed on both sides of Pleasant View Drive from Lookout Drive to Restless Court. This area would provide more than enough parking for employees and would be considerably closer than the SCC parking lots. More importantly, it would eliminate the need for the employees to cross Lookout Drive. If Pleasant View Drive is utilized for temporary employee parking, the property owners and residents on Pleasant View Drive should be informed that the on-street parking is temporary and that employees will be required to park on-site once all planned parking areas are completed.

We recommend that the City of North Mankato direct Mankato Clinic to utilize Pleasant View Drive for the temporary parking rather than the SCC lots and that City staff assist with notification of the property owners and residents on the segment Pleasant View Drive that would be impacted.

Mankato Clinic also inquired about the possibility of installing permanent traffic signals or permanent pedestrian crossing improvements at the intersection of Lookout Drive and Lee Boulevard. Based on our cursory evaluation, it is our opinion that this intersection will not meet warrants required for permanent traffic signals improvements. If requested by the City, we can conduct a more detailed and comprehensive analysis of the traffic movements and warrants.

Please let me know if you have any questions or if you require any additional information relative to this issue.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in blue ink, appearing to read 'Daniel R. Sarff', is written over a light blue circular stamp.

Daniel R. Sarff, P.E.
North Mankato City Engineer

STAFF INITIALS



CITY OF *Minnesota*
NORTH MANKATO

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

For Office Use Only

APPROVED _____

DENIED _____

☐ PARK USE

☐ AUDIO USE

Application For PARADE PERMIT

Inv. 4026

REQUIRED INFORMATION:

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

Thirty (30) days inadvance of the parade date.

Name of Applicant Crossview Covenant Church	Address 2000 Howard Dr W North Mankato, MN 56003	Phone 507-387-5606	Email church@crossviewcov.church
Sponsoring Organization Name Crossview Covenant Church	Address 2000 Howard Dr W North Mankato, MN 56003	Phone 507-387-5606	
Contact during event Carrie Miller	Phone 507-351-6842		
Event Location Crossview Covenant Church / Walk through Benson Park	Date Sat, May 4, 2019	From 9:30am	Time To 11:30am
Occasion for Parade Global 6K with World Vision for clean water projects in Africa			
Parade Description / Composition Participants will be walking or jogging 6 km (3.7 miles) to bring awareness and raise money for clean water.			

Estimated Number of Participants: 300

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

[Signature]
Applicant

3/12/19
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.

[Signature]
Chief of Police

3/14/19
Date

Reservs needed

Caswell Sports Director

Date

Current Membership #

Login

Don't know your current [membership number](#) or [password](#)?

USATF STORE

Su

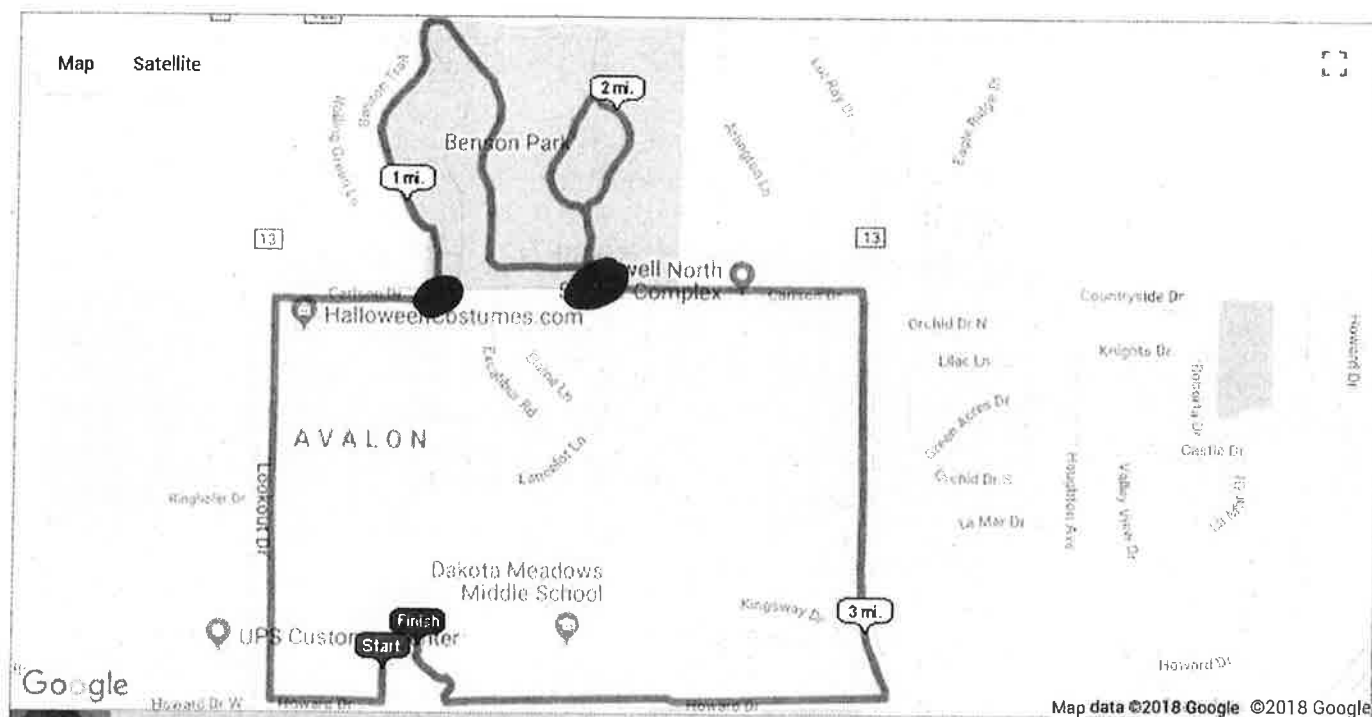
Create a New Route

Distance:

3.73 miles

6.00 km

 Race Volunteer



CHOBANI

UCS



About

- Associations
- Bylaws & Regulations
- Employment & Internships
- Organizational Directory
- Annual Report
- Event Sanctions
- Memberships
- Course Certification

News

- Athlete Bios
- Stats
- Records
- Top-Marks Lists
- Committees
- Hall of Fame

Sports

- Track & Field
- Cross Country
- Road Running
- Race Walking
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Groups

- Youth Athletes
- Masters Athletes
- Elite Athletes
- Athlete Alumni
- Coaches
- Officials
- Athlete Representatives
- Event Directors
- Media

Events

- Search the Calendar
- Team USA Events
- National Championships
- USA Running Circuit
- USATF Championship Series
- Television Schedule
- USATF Annual Meeting

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9A	Dept: Com. Development	Council Meeting Date: 3/18/19																																															
TITLE OF ISSUE: Consider Approving the Certificate of Correction Nature View Subdivision No. 3.																																																	
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the attached Planning Commission report, Community Development Director Fischer will be present to discuss the report.																																																	
<i>If additional space is required, attach a separate sheet</i>																																																	
REQUESTED COUNCIL ACTION: Approve the Certificate of Correction Nature View Subdivision No. 3.																																																	
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Oachs	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <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> <tr> <td colspan="2" style="text-align: center;">Other (specify) _____</td> <td colspan="3" style="text-align: center;">Report _____</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) _____		Report _____			_____					_____					_____				
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CERTIFICATE OF CORRECTION

NATURE VIEW SUBDIVISION NO. 3

THE CITY OF NORTH MANKATO

SUBJECT: Certificate of Correction, Nature View Subdivision No.3

APPLICANT: Bolton & Menk

LOCATION: Nature View Subdivision No. 3

EXISTING ZONING: R-1

DATE OF HEARING: March 14, 2019

DATE OF REPORT: March 7, 2019

REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request for approval of Certificate of Correction, Nature View Subdivision No. 3

COMMENT

Attached is a Certificate of Correction for Nature View Subdivision No. 3 which was approved by the Planning Commission and City Council in August of 2018. According to the Surveyor, Bolton & Menk, after the plat was recorded by Nicollet County an error was found related to the scale of the plat. As a result, it is necessary for the Planning Commission and City Council to approve the attached Certificate of Correction.

RECOMMENDATION

Staff recommends approval of the Certificate of Correction

CERTIFICATE OF CORRECTION

NATURE VIEW SUBDIVISION NO. 3

Pursuant to the provisions of Chapter 505.174 Laws of Minnesota, I, Michael M. Eichers, the undersigned, a licensed Land Surveyor under the laws of the State of Minnesota, declares as follows:

1. That I prepared the plat of NATURE VIEW SUBDIVISION NO. 3, filed on the 24th day of September 2018 in the office of the County Recorder, Nicollet County, Minnesota, and recorded as Document No. 325258.

2. That the scale bar located in the LEGEND is shown as a 50 scale annotation, being a number 50 and a number 100. This is incorrect.

3. The scale bar in the LEGEND is hereby corrected to be shown as a 20 scale, being a number 20 and a number 40.

Signed this _____ day of _____, 2019.

Michael M. Eichers, Licensed Land Surveyor
Minnesota License No. 46564

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

Notary Public, My Commission expires January 31, 2023

APPROVALS

This CERTIFICATE OF CORRECTION to the plat of NATURE VIEW SUBDIVISION NO. 3 was approved by the Planning Commission of the City of North Mankato, Minnesota, on the _____ day of _____, 2019.

Chairperson

Secretary

This CERTIFICATE OF CORRECTION to the plat of NATURE VIEW SUBDIVISION NO. 3 was approved by the City Council of the City of North Mankato, Minnesota, on the _____ day of _____, 2019.

Mayor

Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9B	Dept: Finance	Council Meeting Date: 3/18/19																																																																		
TITLE OF ISSUE: Consider Approving Dem-Con Materials Recovery Recycling Services Agreement.																																																																				
BACKGROUND AND SUPPLEMENTAL INFORMATION: Attached for your review is a three year Recycling Services Agreement with Dem-Con Materials Recovery. A set tonnage fee has been established per contract year. The set prices: \$73.00 per ton -2019, \$74.00 per ton-2020 and \$75.00 per ton-2021. Finance Director McCann will answer any additional questions.																																																																				
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Recycling Services Agreement

THIS RECYCLING SERVICES AGREEMENT (the "Agreement") is effective as of _____ (the "Effective Date") and is entered into by and between Dem-Con Materials Recovery, LLC ("DCMRF"), a Minnesota corporation with an office located at 13161 Dem-Con Drive, Shakopee, MN 55379, and with _____ (the "Customer"), a [_____] with an office at _____.

WHEREAS, DCMRF has a recycling facility located at 13161 Dem-Con Drive, Shakopee, Minnesota, 55379 (the "Facility") for the processing, recycling, and marketing of commercial and residential recyclable materials; and

WHEREAS, DCMRF is fully licensed, permitted, and insured to provide the above-described services ; and

WHEREAS, the Customer desires to engage DCMRF to perform such services, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

- 1. Services:** The Customer hereby engages DCMRF to perform the recycling services described in Exhibit A attached hereto (the "Services"). All Services will be performed at the Facility.
- 2. Acceptable and Unacceptable Materials:** A current list of the materials accepted for Services is attached herein as Exhibit B which may be modified from time to time at the sole discretion of DCMRF (collectively, "Recyclable Materials"). DCMRF will provide reasonable notice of any changes to the list of acceptable Recyclable Materials from time to time. Any Recyclable Materials delivered to the Facility in baled form must have a density less than thirty (30) pounds per cubic foot for bales from a single-ram baler and less than twenty five (25) pounds per cubic foot for bales from a two-ram baler (collectively, "Bale Specifications"). Recyclable Materials cannot be stored outside by Customer, contain excessive moisture, or be rotten or otherwise degraded. The materials not accepted at the Facility for recycling are also listed herein in Exhibit B. Removal and clean-up of any unacceptable materials are the Customer's responsibility and shall be at the Customer's sole cost and expense. Upon notification by DCMRF, the Customer shall have one (1) business day to remove any unacceptable materials from the Premises. If the Customer fails to adequately remove such unacceptable materials within such period, DCMRF shall be entitled to remove the unacceptable materials or cause them to be removed at the Customer's expense.
- 3. Fees:** The applicable fees for the Services selected by the Customer are as set forth in Exhibit A attached hereto (the "Fees"). The Fees were developed assuming that the Customer will deliver approximately 150 tons/month of Recyclable Materials to the DCMRF for the applicable Services. If the amount of Recyclable Materials delivered to the Facility over a two (2) consecutive month period for such Services is less than 80% of the estimated volume stated herein, DCMRF reserves the right to adjust the Fees, as applicable.

- 4. Marketing Services; Recyclable Revenue Sharing:** As set forth in Exhibit A, all Services provided by DCMRF hereunder include Marketing Services (as defined therein), which include the sale of the Customer's Recyclable Materials to a third party once they have been recycled. DCMRF has sole discretion to determine the terms of such sales. DCMRF will share the revenues received from such sales with the Customer (the "Recyclable Revenue Sharing") in an amount equal to 80% of the Average Commodity Revenue (ACR), as described in Exhibit C, and 20% of the ACR will be retained by DCMRF.
- 5. Payment Terms and Conditions:** DCMRF shall generate monthly invoices on the tenth (10th) of each month. Payments to DCMRF shall be due to DCMRF within thirty (30) days of the invoice date. Invoices will indicate both the amount of Fees owed by the Customer to DCMRF, and the amount of any Recyclable Revenue Sharing payments owed by DCMRF to the Customer. Such amounts will be netted out to determine the amount which DCMRF owes to Customer or the amount of which the Customer owes to DCMRF in a given month, as applicable, and shall be reflected in each invoice. For example, if the amount of Recyclable Revenue Sharing owed to the Customer is \$75/ton and the applicable Fee is \$70/ton, the Customer would be paid \$5/ton (\$75 - \$70 = \$5). The Customer is responsible for any applicable taxes associated with performance of the Services, excluding taxes based on DCMRF's net income.
- 6. Rules and Policies:** DCMRF will provide the Customer with copies of any written policies that the Customer or its personnel are required to comply with in order to receive Services hereunder, including any applicable on-site policies, building security procedures and general health and safety practices and procedures.
- 7. Limited Warranty:** DCMRF warrants and represents that it shall perform the Services (i) using personnel of suitable skill, experience and qualifications, (ii) in a professional and workmanlike manner, and (iii) in a manner consistent with commercially reasonable industry standards for similar services (collectively, the "Limited Warranty"). If the Customer reasonably believes in good faith that any Service provided hereunder does not conform to such Limited Warranty, it shall notify DCMRF in writing within ten (10) days of such Service being performed, or such claim is waived. The Customer shall take all reasonable action to mitigate damages and provide DCMRF a reasonable opportunity to cure any nonconformance. If DCMRF agrees that the Service performed did not conform to the Limited Warranty, it will make commercially reasonable efforts to cure the non-conformance. Any cure provided by DCMRF shall be the Customer's sole and exclusive remedy with respect to breach of the Limited Warranty. OTHER THAN THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION 7, DCMRF MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THIS AGREEMENT OR THE SERVICES. ALL OTHER WARRANTIES, INCLUDING WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR THAT PARTICULAR RESULTS WILL BE OBTAINED, ARE EXPRESSLY WAIVED AND DISCLAIMED.
- 8. Indemnification:**

 - a. **Mutual Indemnity.** Each party agrees to indemnify, hold harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), arising out any third party claim, suit, action or proceeding ("Action") resulting from (i) bodily injury or death of any person, or (ii) damage to real or tangible personal property, in

either case, to the extent caused by a party's breach of this Agreement or any negligent act or omission or willful misconduct of the such party or its personnel.

- b. Procedure. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. Unless otherwise directed by the party seeking indemnification, the indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any notify the indemnifying party shall not relieve the indemnifying party of its obligations under this Section 8 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.
- c. Survival. The provisions of this Section shall survive the termination of the Agreement with respect to any claim, action, or proceeding relating to actions or omissions alleged to have occurred during the Term for a period of one (1) year following the termination of this Agreement.

9. LIMITATIONS OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF MATERIALS, DELAY IN COMPLETION OR DELIVERY OF THE SERVICES, LOST PROFITS OR GOODWILL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, DCMRF'S MAXIMUM LIABILITY ARISING FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES TO ANY PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES PAID OR PAYABLE TO DCMRF IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY CLAIM (EXCLUDING THE AMOUNT ANY RECYCLABLE REVENUE SHARING AMOUNTS PAID OR PAYABLE TO THE CUSTOMER DURING SUCH PERIOD). THE PARTIES AGREE THAT THE DISCLAIMERS, REMEDIES AND LIMITATIONS IN THIS AGREEMENT ARE REASONABLE IN LIGHT OF THE NATURE OF THE SERVICES, PRICING, RELATIONSHIP BETWEEN THE PARTIES AND ARE AN AGREED UPON ALLOCATION OF RISK.

10. Term: Unless earlier terminated in accordance with Section 11 of this Agreement, the initial term of the Agreement shall be for a period of three (3) years, commencing on the Effective Date (the "Initial Term"). The Agreement shall automatically renew thereafter for successive terms of one (1) year each (each a "Renewal Term") (the Initial Term plus any Renewal Term collectively referred to herein as the "Term"), unless either party gives written notice of termination to the other party as provided herein at least ninety (90) days' prior to the expiration of the Initial Term or the then current Renewal Term, as applicable.

11. Termination:

- a. Either party may terminate this Agreement in the event of a material default hereunder by the other party, which default has not been cured within thirty (30) calendar days after

written notice thereof by the non-defaulting party to the defaulting party specifying the nature of such default.

- b. If either party fails to pay any sums when due hereunder more than two (2) times during the Term hereof, the non-defaulting party may terminate the Agreement immediately upon written notice to the defaulting party.
- c. If a party: (i) does not pay its debts as they become due; or (ii) admits in writing its inability to pay its debts; or (iii) becomes insolvent; or (iv) makes a general arrangement or assignment for the benefit of creditors; or (v) undertakes any action or other proceedings seeking relief as a debtor or otherwise under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or any such action or proceedings is brought against it; or (vi) seeks appointment of a receiver, liquidator, trustee, custodian or similar official for it or for all or any substantial part of its property or such a receiver, trustee, custodian, or similar official is appointed, whether sought by it or not, in addition to any other remedies available to it at law or otherwise, the other party may immediately terminate this Agreement by giving written notice to such party.
- d. Within thirty (30) days following the effective date of termination of this Agreement, the parties shall compensate each for any outstanding fees or amounts owed to each other. No provisions of this Agreement will survive termination of this Agreement, except where expressly noted herein and except for the obligations set forth in Sections 9, 11, 12, and 14-22 which shall survive the termination of this Agreement indefinitely.

12. Force Majeure: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

13. Confidential Information.

- a. **Non-disclosure and Non-Use.** Each party ("Receiving Party") agrees to maintain in confidence all Confidential Information of the other party ("Disclosing Party") supplied to and/or learned by Receiving Party in the course of DCMRF providing the Services hereunder. For purposes of this Agreement, "Confidential Information" means any non-public information of the Disclosing Party or which the Disclosing Party holds in confidence for others, including, without limitation, information relating to business plans and operations, products, product development, marketing, pricing, customers, suppliers, employees, data, computer records, programs, processes, and security. Each Receiving Party shall protect the Confidential Information of the Disclosing Party using at least the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own information of a similar nature. Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other to carry out its obligations under this Agreement, and shall not disclose it to any third party except to the

extent such other party has a need to know the same in connection with the performance of this Agreement and such other party is bound by confidentiality obligations that are as protective as those of this Section.

- b. **Exceptions and Permitted Disclosures.** Notwithstanding anything to the contrary, "Confidential Information" does not include information (a) that is or becomes available within public domain other than as a result of a breach of this Section 13 by Receiving Party; (b) is or becomes known to the Receiving Party as a result of disclosure from a party (other than the Disclosing Party) not known or reasonably believed to owe a confidentiality obligation to the Disclosing Party; or (c) is independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information. Notwithstanding the above limits on non-disclosure of Confidential Information, each party may disclose Confidential Information pursuant to a legal obligation; provided, however, that the Receiving Party shall promptly notify the Disclosing Party of any such obligation and cooperate if legally permissible, at Disclosing Party's expense, with Disclosing Party's efforts to seek a protective order or otherwise protect its Confidential Information.
- c. **Return of Confidential Information.** Upon Disclosing Party's request, Receiving Party shall promptly return to the Disclosing Party or destroy the Confidential Information of the Disclosing Party and all copies thereof, provided that neither party shall be required to return or destroy Confidential Information of the party that has been electronically archived or that is kept in accordance with such party's internal record retention policies.
- d. **Survival.** This Section 13 (Confidentiality) shall survive the termination of this Agreement for a period of one (1) year.

14. Relationship of the Parties: It is understood and agreed that DCMRF and the Customer are at all times acting strictly as independent contractors in the fulfillment of their obligations under this Agreement. Nothing in this Agreement is intended, and nothing shall be construed to create, an employer/employee relationship, partnership, or joint venture relationship between the parties, or to allow either party to exercise control or direction over the manner or method by which the other party performs services under this Agreement.

15. Entire Agreement: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties regarding the subject matter hereof.

16. Severability: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

17. Amendment: This Agreement may be modified or amended in writing by mutual agreement between parties, if the amendment is signed by all the parties, or authorized representative of the each party, obligated under this Agreement.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

19. Notice: All notices, requests, demands and other communications hereunder (including notices of all asserted claims or liabilities) shall be in writing and shall be either delivered personally, or mailed by certified U.S. Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier to the addresses herein designated or such other address as may be designated in writing by notice given in the manner provided herein, and shall be effective upon personal delivery thereof or upon receipt if sent by certified mail or 24 hours after deposit with an overnight courier.

If to the Customer:

If to DCMRF:

Dem-Con Materials Recovery, LLC
13161 Dem-Con Drive
Shakopee, MN 55349
Attn: Bill Keegan, P.E., President

20. Waiver: Except as otherwise provided herein, neither party's waiver of any default or failure to enforce, the observance and performance of any term or condition of this Agreement at any time shall in any way affect, limit or waive such party's right thereafter to enforce or compel strict compliance herewith and with every such term and condition. No course of dealings between the parties, no waiver by either party, and no refusal or neglect of either party to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any prior or subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing and signed by the waiving party.

21. Counterparts: This Agreement may be executed simultaneously in one or more counterparts, and may be delivered electronically or by facsimile, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Recycling Services Agreement to be executed by their duly authorized representatives as of the date first above written.

By:

Dem-Con Materials Recovery, LLC

By:

Bill Keegan, P.E.
President

Exhibit A

Services and Fees




Service	Fee
X <u>Option A: Processing, Baling and Marketing.</u> The Customer delivers to the Facility Recyclable Materials to be sorted and recycled. Once the weight of the materials has been determined, DCMRF sorts the Recyclable Materials by type, bales them, and delivers them to end markets for recycling ("Full Processing Services").	<u>\$73.00</u> per ton – 2019 <u>\$74.00</u> per ton – 2020 <u>\$75.00</u> per ton – 2021 <u>\$1/ton annual increase for any Renewal Terms beyond Year 3</u>
<input type="checkbox"/> <u>Option B: Baling and Marketing.</u> In the event the Customer delivers Recyclable Materials to the facility which have already been separated ("Source Separated"), DCMRF will weigh such materials, bale them and perform marketing services ("Baling and Marketing Services").	\$_____ per ton
<input type="checkbox"/> <u>Option C: Marketing Only.</u> Customer delivers Recyclable Material to DCMRF's Facility which are Source Separated and baled, and DCMRF will perform the Marketing ("Marketing Services"). DCMRF reserves the right to determine whether the materials are adequately prepared for recycling end markets.	\$_____ per ton

Regardless of which of the above options Customer chooses, DCMRF will be solely responsible for selling or having sold such materials to end markets. DCMRF has discretion to determine the terms upon which the Recycled Materials will be sold, subject to the terms and conditions of this Agreement.

Full Processing Services, Baling and Marketing Services, or Marketing Services, as applicable, are hereinafter collectively defined as the "Services" under the Agreement.

Exhibit B

RECYCLABLE MATERIALS ACCEPTED FOR PROCESSING

<u>PAPER & BOXES</u>	<u>PLASTICS</u>	<u>CANS & GLASS</u>	<u>CARTONS</u>
NEWSPAPER & INSERTS	CONTAINERS LABELED  PETE	ALUMINUM CANS and FOOD & BEVERAGE CONTAINERS	ASEPTIC & GABLE TOP CONTAINERS (Milk, Juice Boxes, Broth and Other Liquid Containers)
TELEPHONE & SOFTCOVER BOOKS	 HDPE	GLASS FOOD & BEVERAGE CONTAINERS (Brown, Clear & Green)	
CARDBOARD (Non-Waxed)	 PP	AEROSOL CANS (Empty)	
BROWN PAPER GROCERY BAGS		METAL HOUSEHOLD ITEMS (Kitchenware ie. Pots & Pans)	
MAIL, CATALOGS & MAGAZINES		STEEL FOOD CANS	
OFFICE/SCHOOL PAPER (All Colors)			
PIZZA DELIVERY BOXES (Empty)			
PAPERBOARD (Dry Food Boxes, Beverage Cases)			

MATERIALS NOT ACCEPTED FOR PROCESSING

SYRINGES, NEEDLES & OTHER MEDICAL WASTE	PLASTIC FILM (Wraps, Tarps, Juice Pouches)	WAXED CARDBOARD
AUTO, WINDOW & MIRROR GLASS	MOTOR OIL CONTAINERS	COAT HANGERS
CERAMICS & PORCELAIN	LIGHT BULBS	STYROFOAM
FOOD WASTE	PAPER TOWELS, NAPKINS, PLATES & TISSUES SOILED WITH FOOD	COMPOSTABLE PLASTICS – PLA #7
HAZARDOUS CHEMICAL (Insecticide, Herbicide)	PACKING PEANUTS	GARDEN HOSES
GLASSWARE NOT USED TO CONTAIN PRODUCTS (Cookware, Drinking Glasses, Vases)		CHRISTMAS LIGHTS/EXTENSION CORDS

Exhibit C

Composition and Commodity Value:

1. **Composition:** It shall be initially assumed that the composition of Recyclable Materials provided by the Customer is as shown in the table below. However, DCMRF may perform periodic audits and material sorts on the Customer's incoming Recyclable Materials to verify the composition of the Recyclable Materials. DCMRF will allow access to the Customer to witness the material sort and will provide the Customer with the results of the analysis. Based on the composition results of the material sort, DCMRF may revise the composition percentages used to calculate the Average Commodity Revenue ("ACR") paid to the Customer.

2. **Commodity Value:** The value for each component in the Recyclable Materials (the "Commodity Value") is as set forth below shall be calculated as follows:

a. **Fiber:** Fiber pricing shall be based on the "PPI" High Side pricing set forth in the first published issue of the month of *RISI PPI Pulp and Paper Week*, for the category set forth below, first published Regional Average prices for the Midwest (Chicago) Region. Prices shall be effective on the tenth (10) day of the month through the 9th day of the following month, and shall be applied for the month of delivery. If *RISI PPI Pulp and Paper Week* is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then either party may propose to use any such alternative publication(s) or alternate method to determine the price for Wastepaper. The other party's consent, which shall not be unreasonably withheld, to the use of such alternate publication or method shall be required. Prices are:

Cardboard	PPI High Side OCC #11 Corrugated Containers
Mixed Paper	PPI High Side Mixed Paper #54

b. **Plastics:** Pricing for Plastics shall be based on the actual delivered price per ton received by DCMRF less freight paid by DCMRF for the plastics during the month of delivery, or previous point of sale if no deliveries were made that month. The Customer will have the ability to audit the records and sales receipt of the commodity sales at the DCMRF offices on a periodic basis to verify receipts. Access to the DCMRF sales receipts and Facility will not be reasonably withheld by DCMRF and will be during normal business hours Monday through Friday.

c. **Aluminum Cans:** Pricing for Aluminum Cans (UBC) shall be based on the actual delivered price per ton received by DCMRF less freight paid by DCMRF for the Aluminum during the month of delivery, or previous point of sale if no deliveries were made that month. The Customer will have the ability to audit the records and sales receipt of the commodity sales at the DCMRF offices on a periodic basis to verify receipts. Access to the DCMRF sales receipts and Facility will not be reasonably withheld by DCMRF and will be during normal business hours Monday through Friday.

d. **Steel Cans:** Pricing for Steel Cans shall be based on the actual delivered price per ton received by DCMRF less freight paid by DCMRF for the Steel Cans during the month of delivery, or previous point of sale if no deliveries were made that month. The Customer will have the ability to audit the records and sales receipt of the commodity sales at the DCMRF offices on a periodic basis to verify receipts. Access to the DCMRF sales receipts and Facility will not be reasonably withheld by DCMRF and will be during normal business hours Monday through Friday.

e. **Steel Scrap:** Pricing for Steel Scrap shall be based on the actual delivered price per ton received by DCMRF less freight paid by DCMRF for the Steel Scrap during the month of delivery, or previous point of sale if no deliveries were made that month. The Customer will have the ability to audit the records and sales receipt of the commodity sales at the DCMRF offices on a periodic basis to verify receipts. Access to the DCMRF sales receipts and Facility will not be reasonably withheld by DCMRF and will be during normal business hours Monday through Friday.

f. **Mixed Cullet:** Pricing for Mixed Cullet shall be based on the actual delivered price per ton received by DCMRF less freight paid by DCMRF for the Mixed Cullet during the month of delivery, or previous point of sale if no deliveries were made that month. The Customer will have the ability to audit the records and sales receipt of the

Dem-Con Materials Recycling Services Agreement

commodity sales at the DCMRF offices on a periodic basis to verify receipts. Access to the DCMRF sales receipts and Facility will not be reasonably withheld by DCMRF and will be during normal business hours Monday through Friday

g. **Non-Recyclable Residue:** Non-Recyclable Residue will be disposed of at an MPCA approved disposal facility at a cost to the Customer. The cost to the Customer will be calculated by taking a negative commodity value, at the market rate per ton for disposal, and multiplying by the percentage of non-recyclable residue in the Recyclable Materials to get a weighted average cost per ton delivered.

h. **Average Commodity Revenue (ACR):** The table below is an example of the ACR calculation per ton of delivered Recyclable Materials. The ACR will be calculated using a weighted average which accounts for the percentage of each commodity within the Recyclable Materials and the value of each commodity. The ACR is then determined by adding the individual value of each of the commodities.

Commodity	Percent of Total	Commodity Value (\$/ton)	Weighted Average (\$/ton)
OCC	12.50%	\$105.00	\$13.13
ONP #8	49.50%	\$55.00	\$27.23
Mixed Paper	5.70%	\$50.00	\$2.85
Aluminum	0.80%	\$1,360.00	\$10.88
Steel	0.20%	\$190.00	\$0.38
Steel Cans	1.80%	\$211.21	\$3.98
Plastic-PET #1	2.00%	\$320.00	\$6.40
Plastic-HDPE #2 – Natural	0.90%	\$750.00	\$6.75
Plastic-HDPE #2 – Colored	0.80%	\$510.00	\$4.08
Plastic-#3-#7	0.80%	\$60.00	\$0.48
Plastic-Mixed Rigids	0.50%	\$200.00	\$1.00
Glass	18.00%	\$0.00	\$0.00
Aseptic Containers	0.00%	\$90.00	\$0.00
Film	0.00%	\$1.00	\$0.00
Residual	6.50%	-\$65.00	-\$4.23
	100.00%	ACR (\$/ton):	\$72.93
		Revenue Share:	80%
		Rebate to Customer (\$/ton):	\$58.34

The Recyclable Materials Rebate will be paid to the Customer as a percentage of the ACR. For example, if the ACR is \$72.93/ton and the Customer has an 80% revenue sharing agreement, the Rebate to the Customer would be \$58.34 per ton for the Recyclable Materials as shown above.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 9C	Dept: City Engineer	Council Meeting Date: 3/18/19																												
TITLE OF ISSUE: Consider Resolution Accepting Bid Project No. 19-01 DE 2019 Street and Miscellaneous Paving Improvement Project.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the engineer's memo. City Engineer Sarff will be available to answer questions.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Adopt Resolution Accepting Bid Project No. 19-01 DE 2019 Street and Miscellaneous Paving Improvement Project.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Oachs	_____	_____	Dehen	SUPPORTING DOCUMENTS ATTACHED <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 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> Other (specify) Memo _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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March 14, 2019

Mr. John Harrenstein
City Administrator
City of North Mankato
P.O. Box 2055
North Mankato, MN 56002-2055

RE: 2019 Street and Miscellaneous Paving Improvement Project
City Project No. 19-01 DE
BMI Project No. M18.117930

Dear Mr. Harrenstein,

Bids were received and opened on Tuesday, March 12th at 11:00am for 2019 Street and Miscellaneous Paving Improvement Project. The following is a summary of the proposed improvements for which bids were taken:

- Street Mill & Overlays:
 - Lor Ray Drive – Lee Blvd to Clare Drive
 - James – Lor Ray Drive to Mary Lane
 - Haughton Avenue – Howard Drive to Countryside Drive
 - Roe Crest Drive - Lee Boulevard to Commerce Drive
 - Sherwood Drive – Nottingham Drive to dead end cul de sac
- Other Miscellaneous Paving Projects:
 - Benson Park Parking Lot
 - Benson Park trail drainage improvements
 - Spring Lake Park – reclaim and overlay the east parking lots
 - Overlay basketball courts – Walter S. Farm Park, Forest Heights Park, Langness Park

Two (2) bids were received and the results of the bids are tabulated below:

Bidder	Bid Amount
W.W. Blacktopping, Inc.	\$710,657.60
OMG Midwest, Inc. (SMC)	\$729,323.25
Engineer's Estimate	\$691,000.00

The low bidder for the project is W.W. Blacktopping, Inc. from Mankato, Minnesota. The low bid is approximately 2.8% above the Engineer's Estimate and the next lowest bid is approximately 2.6% over the low bid.

The following is a summary of the amounts from the low bid compared to the estimate for the various components of the project:

	ESTIMATE	LOW BID
SECTION 1 - LOR RAY DRIVE	\$45,000.00	\$49,064.75
SECTION 2 - JAMES AVENUE	\$100,000.00	\$99,357.00
SECTION 3 - HAUGHTON AVENUE	\$110,000.00	\$119,483.25
SECTION 4 - ROE CREST DRIVE	\$80,000.00	\$90,590.00
SECTION 5 - SHERWOOD DRIVE	\$65,000.00	\$73,320.00
SUBTOTAL - MILL & OVERLAY PROJECTS	\$400,000.00	\$431,815.00
SECTION 6 - BENSON PARK PARKING LOT	\$175,000.00	\$156,765.10
SECTION 7 - BENSON PARK TRAIL IMPROVEMENTS	\$7,000.00	\$7,469.50
SECTION 8 - SPRING LAKE PARK PARKING LOTS	\$100,000.00	\$107,333.00
SECTION 9 - OVERLAY BASKETBALL COURTS	\$9,000.00	\$7,275.00
TOTAL PROJECT	\$691,000.00	\$710,657.60

As can be in the breakdown above, the bid amount for the mill & overlay portion of the project is approximately \$32,000 more than the \$400,000 estimated and budgeted. After discussions with City Staff, it is recommended that Bidding Section 1, Lor Ray Drive mill & overlay, be eliminated from the project. This will bring the adjusted amount of the contract to \$661,592.85, which is within the budgeted amount.

Based on past performance on similar projects in previous years, it is our opinion that W.W. Blacktopping, Inc. is qualified to perform the work required under this contract. We hereby recommend that W.W. Blacktopping, Inc. be awarded the contract based on the adjusted contract amount of \$661,592.85.

Please feel free to contact me if you have any questions or if you need any additional information.

Sincerely,

Bolton & Menk, Inc.



Daniel R. Sarff, P.E.
City Engineer

Cc: Nate Host, Public Works Director
Kevin McCann, Finance Director

RESOLUTION NO.

RESOLUTION ACCEPTING BID
PROJECT NO. 19-01 DE 2019 STREET AND MISCELLANEOUS
PAVING IMPROVEMENT PROJECT

WHEREAS, pursuant to an advertisement for bids for the 2019 Street and Miscellaneous Paving Improvement Project, bids were received, opened, and tabulated according to the law for street and surface improvements, and

WHEREAS the following bids were received complying with the advertisement:

Bidder	Bid Amount
W.W. Blacktopping, Inc	\$710,657.00
OMG Midwest, Inc. (SMC)	\$729,323.25

WHEREAS, the low bid of \$710,657.00 is higher than the engineering estimate of \$691,000.00; and

WHEREAS, in order to stay within budget a portion of the project Bidding Section 1, Lor Ray Drive mill & overlay will be eliminated from the project; and

WHEREAS, the adjusted amount of the contract is \$661,592.85; and

WHEREAS, it appears that W.W. Blacktopping, of Mankato, Minnesota is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, AS FOLLOWS:

- 1) The Mayor and Administrator are hereby authorized and directed to enter into a construction contract with W.W. Blacktopping, Inc. of Mankato, Minnesota for the adjusted contract amount of \$661,592.85 in the name of the City of North Mankato, Minnesota for the 2019 Street and Miscellaneous Paving Improvement Project.
- 2) The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by the City Council this 18th day of March 2019.

Mayor

ATTEST:

City Clerk