

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on May 6, 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: Council Member Oachs, Whitlock, Steiner, and Norland, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, Community Development Director Fischer, Public Works Director Host, and City Clerk Van Genderen.

Approval of Agenda

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

Approval of Council Meeting Minutes April 15, 2019

Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of April 15, 2019. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes April 22, 2019

Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council Work Session of April 22, 2019. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Public Hearing, 7 pm Ordinance No. 113, Amending North Mankato City Code, Title VII, Traffic Code, Chapter 71, Parking Regulations.

Community Development Director Fischer noted the amendment to Chapter 71.05 on Street Parking would change the number of continuous hours a person can park on the street from 24 to 48 hours. He noted there were two references in the code to 24 hours that would now change to 48 hours. With no one appearing before Council, Mayor Dehen closed the Public Hearing.

Public Hearing, 7 pm Ordinance No. 114, Amending City Code Section 156.035 Related to Swimming Pool Setbacks.

Community Development Director Fischer reported a request came from Richard Sawatzky to reduce the rear yard setback for swimming pools to 10 feet. The current rear yard setback for either an in-ground or above-ground swimming 15 feet. For ravine properties, the setback for in-ground pools is 25 feet measured from the ravine breakline. The Planning Commission discussed the request on two separate occasions, held considerable discussion, received engineering recommendations and looked at other city codes. Community Development Director Fischer reported the Planning Commission recommended a reduction in the breakline setback for pools from 25 feet to 10 feet he stated it is not a concern when a ravine is in good condition and stable. However, when a ravine shows signs of sloughing, a 10-foot ravine breakline setback would not be recommended. Therefore, the recommendation is for a City Building Inspector to review the condition of ravines when determining a breakline setback of either 10 feet or 25 feet. Above ground pools will remain at 25 feet. Community Development Director Fischer reported City staff has been determining setbacks and breaklines since 2001 and a checklist has been created to ensure if a ravine has questionable features that it is referred to the City Engineer for further review to determine if the setback should be moved to 25 feet.

Richard Sawatzky of Sawatzky Pools, 433 Belgrade Avenue, appeared before Council and reported there have been no erosion problems due to swimming pools he has installed.

Barb Church, 102 Wheeler Avenue, appeared before Council and indicated she had concerns about the wording and indicated she believes the code should remain 25 feet with the option to decrease to 10 feet.

Phil Henry, 1300 Noretta Drive, appeared before Council and stated he believed the setback should remain 25 feet because a lot of ravines are slumping.

Tom Hagen, 927 Lake Street, appeared before Council and reported he believed the soil on the ravines would lead to pools sliding into the ravine if the setbacks were reduced and indicated a soil engineer should review each request. Mr. Hagen also indicated concrete pools could crack and leak adding to soil issues.

Taber Sawatzky, 24 Howard Court, appeared before Council and reported the pools that Sawatzky Pools installs are not concrete, they are vinyl lined and will not leak.

Kim Veroeven, 14 Camden Court, appeared before Council and reported with the setbacks changed they may be able to install a pool to enjoy and encouraged Council to change the setbacks.

Public Hearing, 7 pm-Proposed Assessment for Project No. 18-07 ABCDEF, Tyler Avenue Street & Utility Improvement.

City Engineer Sarff reviewed the Tyler Avenue Project. The project is the 300 block of Tyler Avenue between Cross Street and Range Street. The project was included in the City's Capital Improvement Plan for 2019. Tonight is the assessment hearing as a portion of the project will be assessed to the property owners. City Engineer Sarff reviewed the proposed improvements which included sanitary sewer improvements, watermain improvements, storm sewer improvements, and street and surface improvements. He reported there were 21 existing boulevard trees and 16 of those trees will be removed due to size, misshapen, unhealthy or ash trees. Property owners will be offered new trees to be installed behind the sidewalk. City Administrator Harrenstein reminded Council that saving trees is difficult due to the damage that can be done to the roots during the project which can ultimately lead to the death of the tree and possible damage to homes or property. City Engineer Sarff reviewed the estimated cost for the project which includes street and street lights at \$325,400, storm sewer at \$100,800, Sanitary Sewer Mainline at \$51,700, Sanitary Sewer Services at \$24,300, Watermain Mainline at \$54,500, and water services at \$33,400 for a total estimated cost of \$590,000. City Engineer Sarff reviewed the assessment policy and reported that based on calculated assessments the assessments range from \$12,600 to \$15,200, but the City has established an assessment cap and the proposed assessment cap for Tyler Avenue is \$6,000. There are provisions in the City's assessment policy regarding credit for recently constructed sidewalks. Two properties qualify; 318 Tyler replaced a sidewalk in 2018 and they will be credited \$827.50 for a total assessment of \$5,172.50, and 317 Tyler Avenue replaced a sidewalk in 2015 and will be credited \$629.20 for a total assessment of \$5,370.80. City Engineer Sarff reported the special assessment would total \$118,543.30 or 20% of the cost of the project. The City will pay for \$471,556.70 or 80% of the project. City Engineer Sarff reviewed the proposed schedule with construction beginning in June and completion on August 31, 2019; these dates are approximate due to the weather and residents will remain informed of changes.

With no one appearing, Mayor Dehen closed the Public Hearing.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 37-19 Approving Donations/Contributions/Grants.
- C. Approved Park and Audio Permit for Associated Finishing Picnic on August 2, 2019, from 1:00 p.m. to 7:00 p.m. at Spring Lake Shelter #1.
- D. Approved Audio Permit for the Circle Inn on May 11, 17, 18 and 25, 2019, from 6:00 p.m. to 10:00 p.m.
- E. Approved Large Group Permit for Justin Kaus Benefit at 232 Belgrade Avenue on May 19, 2019, from 10:00 am to 6:00 pm.
- F. Approved Parade Permit for Dance Conservatory's Tulips and Tutu 5K on June 29, 2019, from 9:00 am to 1:00 pm at Benson Park.
- G. Approved Application for Temporary On-Sale Liquor License for Vista Prairie at Monarch Meadows on June 14, 2019.
- H. Approved Large Group and Audio Permit for the Mankato Brewery Ribfest Release Party on June 1, 2019, from 11 am to 4 pm at 1118 Center Street.
- I. Approved Large Group and Audio Permit for Mankato Bike Polo-Dynamic Duos event at the Spring Lake Park Hockey Rinks on July 12-14 from 9 am to 10 pm.
- J. Approved Application for 6-month Seasonal Extension of Patio Premise for the Circle Inn at 232 Belgrade Avenue.
- K. Approved Movies in the Park for June 22, 2019, from 8 pm to 11 pm at Wheeler Park.
- L. Approved Movies in the Park for August 2, 2019, from 8 pm to 11 pm at Spring Lake Park.
- M. Set Public Hearing for 7 pm on May 20, 2019, to Consider Small Cell Wireless Equipment Installation Ordinance.
- N. Accepted and Implemented the Traffic and Safety Committee Recommendations from May 1, 2019, Traffic and Safety Committee Meeting.

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

Public Comments Concerning Business Items on the Agenda

Tom Hagen, 917 Lake Street, appeared before Council and requested the Council not support the swimming pool setbacks.

Richard Sawatzky, 2141 East Dream Drive, appeared before Council and requested support for the proposed reduced backyard setbacks for swimming pools.

Business Items

Ordinance No. 113, Amending North Mankato City Code, Title VII, Traffic Code, Chapter 71, Parking Regulations.

Council Member Steiner moved, seconded by Council Member Norland to Adopt Ordinance No. 113, Amending North Mankato City Code, Title VII, Traffic Code, Chapter 71, Parking Regulations. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Res. No. 36-19 Approving Mn/DOT Contract No. 1033832 Appointing Mn/DOT as the City's Agent in Accepting Federal Aid Funds in Conjunction with the 2019 Commerce Drive Improvement Project.

Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 36-19 Approving Mn/DOT Contract No. 1033832 Appointing Mn/DOT as the City's Agent in Accepting Federal Aid Funds in Conjunction with the 2019 Commerce Drive Improvement Project. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Ordinance No. 114, Amending City Code Section 156.035 Related to Swimming Pool Setbacks.

City Administrator Harrenstein reported the Planning Commission deliberated the request and recommended the setback of 10 feet if there is no degradation to the ravine. He reported there was discussion concerning providing two options. One option would leave the setback at 25 feet and require negotiation between the inspectors and the homeowners. This option is similar to a variance and the request would go through a much different process with different standards. He stated the Planning Commission deliberated, the City Engineer reviewed the request and suggested there may be benefits due to the reduction of weight with the pool weighing less than soil. Braun Intertec a geotechnical engineering firm reviewed the proposal and did not have any concerns. City Administrator Harrenstein reported City staff will review each proposed installation and require extra space if there is degradation of the ravine. City Council Member Steiner clarified that the breakline and ravines would be inspected by professionals. Attorney Kennedy reported a portion of the discussion at the Planning Commission included that in-ground pools weigh less than above ground pools and the setbacks will not change for above ground pools. He also indicated that if there were issues with pools, the City Code could be changed. Council Member Oachs proposed a change to the proposed ordinance. She requested the following change to 156.035 Generally (E) Accessory Uses (3) The following are minimum rear yard setbacks for swimming pools: to read (3) *The following are minimum rear yard setbacks for swimming pools, including attached deck or apron.* Council Member Norland reported she appreciated the public comments and requested clarification from City Engineer Sarff if he was confident in protecting the ravines. City Engineer Sarff stated staff is capable of determining if issues will arise because of preexisting conditions, he did report that in his estimation the vast majority of ravines will not be an issue. He reported the City of Mankato has used 10 feet setbacks and have not had issues. Mayor Dehen reported that the pools built before 2001 with a 10 feet setback have had no issues. The Ordinance was changed from 10 feet to 25 feet following an anomalous rainfall of 9 inches. Attorney Kennedy reported two parties will be a part of the decision making process who have a vested financial interest; the property owner and Mr. Sawatzky and both will do what it takes to protect their investment. **Council Member Steiner moved, seconded by Council Member Whitlock to Adopt Ordinance No. 114 Amending City Code, Title XV, Land Usage, Chapter 156, Zoning Code as Amended. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

Res. No. 38-19 Adopting Assessment for Project No. 18-07 ABCDEF Tyler Avenue Reconstruction Project.

Council Member Norland moved, seconded by Council Member Steiner to Adopt Res. No. 38-19 Adopting Assessment for Project No. 18-07 ABCDEF Tyler Avenue Reconstruction Project. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Res. No. 39-19 Accepting Bid Project No. 18-07 ABCDEF 2019 Tyler Avenue Reconstruction Project.

City Engineer Sarff reported bids were opened on March 21st. Three bids were received: WW Blacktopping, Inc. \$500,097.08, Holtmeier Construction, Inc. \$510,490.53 and OMG Midwest, Inc. (SMC), \$566,134.85. The low bidder for the project is WW Blacktopping, Inc., and the estimated construction cost is approximately 15% above the Preliminary Engineering Report. Based on past performance on similar projects it is recommended that WW Blacktopping, Inc. be awarded the contract. **Council Member Steiner moved, seconded by Council Member Norland to adopt Res. No. 39-19 Accepting Bid Project No. 18-07 ABCDEF 2019 Tyler Avenue Reconstruction Project. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

Res. No. 40-18 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment 2019 Commerce Drive Improvement Project No. 18-05 DEF.

Finance Director McCann reviewed the proposed project which is located on Commerce Drive between Lookout Drive and Lor Ray Drive. The project includes street and drainage improvements, access removal/consolidation, streetscaping, and lighting. The estimated cost for the project is \$3,314,000. Finance Director McCann reported the proposed assessment is \$67.72 per linear foot and reflects the assessment cap that has been applied to other reconstruction projects. The total assessed to properties would be \$426,331.69 and would meet the legal requirement of 20% of the cost. **Council Member Steiner moved, seconded by Council Member Norland to adopt Res. No. 40-18 Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment 2019 Commerce Drive Improvement Project No. 18-05 DEF. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

Res. No. 41-18 for Hearing on Proposed Assessment 2019 Commerce Drive Improvement Project No. 18-05 DEF.

Council Member Norland moved, seconded by Council Member Steiner to Adopt Res. No. 41-18 for Hearing on Proposed Assessment 2019 Commerce Drive Improvement Project No. 18-05 DEF. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.

Res. No. 42-19 Approving MN/DOT Contract No. 1033832 Appointing MN/DOT as the City's Agent in Accepting Federal Aid Funds in Conjunction with the 2019 Commerce Drive Improvement Project.

City Engineer Sarff reported this is basically the same agreement signed at the last Council Meeting except MnDOT found more federal funds to be applied to the project in 2019, so the advance from future years, FY 2021 and FY 2022 is less. **Council Member Steiner moved, seconded by Council Member Norland to Adopt Res. No. 42-19 Approving MN/DOT Contract No. 1033832 Appointing MN/DOT as the City's Agenda in Accepting Federal Aid Funds in Conjunction with the 2019 Commerce Drive Improvement Project. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

Open Forum

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

Phil Henry, 1300 Noretta Drive, appeared before Council and indicated he thought expanding the types of trees planted in Benson Park would benefit the park. He also reported that a plaque for a tree that he purchased for his wife is missing and would like to see if it can be replaced.

City Administrator and Staff Comments

City Administrator Harrenstein reported the asphalt plants are operational and crews will be out patching.

City Administrator Harrenstein stated if anyone has suggestions for trees to plant to contact the City Forester, Jason Lobitz.

Finance Director McCann reported the auditors are present at the City this week.

Finance Director McCann reported 101 Meters have been changed to automatic read meters with 31 on the waitlist.

Mayor and Council Comments

Mayor Dehen reported he received a thank you note from the Boys and Girls Club for supporting their event.

Mayor Dehen reported Bookin' on Belgrade will be held on May 18, 2019, starting at 9 am at the North Mankato Taylor Library. There is still time to participate.

At 8:09 p.m. on a motion by Council Member Steiner, seconded by Council Member Norland the Council Meeting was adjourned.

Mayor

City Clerk

Pursuant to due call and notice thereof, a Council Work Session of the North Mankato City Council was held in Fire Station #2 at 1825 Howard Drive on May 13, 2019. Mayor Dehen called the meeting to order at 12:00 p.m. The following were present for roll call: Mayor Dehen, Council Members Steiner, Norland, Oachs, and Whitlock, City Administrator Harrenstein, Community Development Director Fischer, and City Clerk Van Genderen.

Joint Economic Development Services Agreement Regarding Greater Mankato Regional Marketplace

Mayor Dehen reported he represents the City on the REDA board and reviewed the proposed changes. The changes include allowing elected officials and chief administrators to participate in REDA in cases where elected officials are unable to participate, and strengthen and prioritize the work of GreenSeam. Mayor Dehen noted the agreement would be presented to Council for approval, but this provides a preview for the agreement. Council Member Norland noted the City of Le Sueur dropped out and Waseca is interested in joining.

V-1-19 Variance Request to Allow Dynamic Display Sign: A Request from Holy Rosary Church

City Administrator Harrenstein reported on May 9, 2019, the Planning Commission reviewed a request from Holy Rosary Church to install a dynamic display sign. Community Development Director Fischer reported Holy Rosary Church is working to update and redo the front of their church which is located at the corner of Sherman Street and Grant Avenue. As part of the remodel the church is requesting a dynamic display sign to replace their small lighted sign. A dynamic display sign is a programmable display and is not permitted in residential areas. The church reported the intent for the sign is that it is static, but can be easily changed to announce different events. As part of the variance process, letters were sent out to neighbors of the church, and several residents responded with letters or comments during the public meeting. Neighbors expressed concerns about brightness and flashing lights. Representatives from the Church were present, and they reported they understood the concerns. The Planning Commission recommended the variance with the following conditions:

1. The sign shall have a black and white display only.
2. The sign message will change no more than one time for every three hours.
3. The brightness of the sign is reasonable.
4. The sign be turned off 1-hour after sunset each night.

Council Member Oachs, who is the Planning Commissions liaison reported there may have been some confusion as to the meaning of dynamic signs; neighbors do not want flashing signs. She noted the Planning Commission seemed to have prepared a reasonable response. Council Member Steiner reported he read an adamant letter to the editor that reported the sign would violate the beauty of lower north. Mayor Dehen requested clarification if the church was okay with the recommendation. Community Development Director Fischer reported they approved of the recommendation. Council Member Steiner requested clarification on the size of the proposed sign. Community Development Director Fischer reported he would find out the size of the proposed sign before the Council Meeting. Mayor Dehen noted there are similar signs used by churches in town, they are not in as major of residential areas. Community Development Director Fischer reported dynamic display signs came to the City's attention in 2007 or 2008, and the City considered the displays and determined to restrict the size and not allow the signs in residential neighborhoods. Lighted signs are not allowed in residential neighborhoods except at schools or churches.

Request to Amend City Code Section 152.20 (F) Separation of Mobile Homes: A Request from Cal-Am Homes.

Community Development Director Fischer reported the new owners of Avalon and Camelot, Cal-Am Homes, are in the process of removing traditional single wide trailers and bringing in double-wide manufactured homes. The applicants requested the reduction of the minimum building separation in Camelot and Avalon parks from 20 feet to 10 feet. Community Development Director Fischer reported the City surveyed surrounding cities and found a mix of minimum building separation from 10 feet to 20 feet. The Planning Commission discussed the appropriate separation between accessory buildings and homes, he reported currently, garages can be built as close as 3 feet from a dwelling unit if the garage is constructed properly to meet current fire and building code. The Planning Commission recommended denying the City Code Amendment request but Amend Section 152.20 (F) to include: *Accessory structures may be as close to the primary dwelling as allowed by State Fire and Building Code provided there is a minimum 10-foot separation between any other structure.* City Administrator Harrenstein reported the current minimum separation between dwelling structures on the hill is 20 feet and the Planning Commission did not want to deviate. He noted there was community pride with the distance between units and the size of the lots; the Planning Commission wanted to maintain the neighborhood feel.

Update on North Mankato Art Projects

Twin Rivers Council for the Arts Executive Director Noelle Lawton reviewed the three North Mankato Art Projects. The loon being painted on the side of the NaKato is already a favorite of residents. Ms. Lawton reported the installation at Storybook Park would feature four youth artists, and the first group of artists is from Somalia. The artwork will rotate focusing on different cultures. Ms. Lawton reported Kevin White is working on the plans for his Anamorphic Graphics at Wheeler Park. Once that work is complete, the Council will be informed.

Commerce Drive Art

City Administrator Harrenstein reported there are three areas designated for art on the Commerce Drive reconstruction plan. He reported Executive Director Lawton has been gathering feedback on preferences. Discussion was held concerning the type of art that should be included in the redesign. It was determined that Executive Director Lawton would prepare some possible options and present them to the City Administrator. Discussion was held concerning extending the definition for the City Center corridor further down Belgrade Avenue, possibly as far as the library.

Storybook Art Mural

Executive Director Lawton reviewed a proposed painting for the side of Water Plant #1. The proposed location would be directly behind the Storybook Park playground equipment. Discussion was held about moving the mural to the side of the park facing the library.

Tour of the Fire Department

Fire Chief Inman provided a tour of the Fire Department.

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

Mayor

City Clerk

The Free Press MEDIA

THE LAND

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www.mankatofreepress.com phone: (507) 344-6314, fax: (507) 625-1149

Affidavit of Publication

STATE OF MINNESOTA, COUNTY OF BLUE EARTH, SS.

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

1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 05/10/19, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 34.94

5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: 

Steve Jameson, Publisher

Sworn to and subscribed before me, this day
05/10/2019


Notary Public

Public Notice

May 10, 2019

NOTICE OF PUBLIC HEARING TO CONSIDER SMALL CELL WIRELESS EQUIPMENT INSTALLATION ORDINANCE

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, at 7 p.m. on the 20th day of May 2019, to hold a public hearing to consider Chapter 157 Small Wireless Communication Facilities in Rights-of-Way. Proposed language and additional information may be obtained at the City Clerk's office or by calling 625-4141.

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

Dated this 10th day of May 2019.

April Van Genderen

City Clerk

City of North Mankato, Minnesota



**NOTICE OF PUBLIC HEARING
TO CONSIDER SMALL CELL WIRELESS EQUIPMENT
INSTALLATION ORDINANCE**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, at 7 p.m. on the 20th day of May 2019, to hold a public hearing to consider Chapter 157 Small Wireless Communication Facilities in Rights-of-Way. Proposed language and additional information may be obtained at the City Clerk's office or by calling 625-4141.

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

Dated this 10th day of May 2019.

April Van Genderen
City Clerk
City of North Mankato, Minnesota

ORDINANCE NO. 115, FOURTH SERIES
AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA AMENDING CITY
CODE TITLE XV: LAND USAGE

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

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

§ 158.001 LEGISLATIVE INTENT

In order to accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community, in accordance with its authority to manage the Public Rights-of-Way within its jurisdiction, and to provide for a process in North Mankato to site Small Wireless Facilities (SWFs) in the Public Right-of-Way consistent with applicable provisions of both State and Federal law, the City council elects to regulate the installation, maintenance, and operation of SWFs within its Public Rights-of-Way and finds that these regulations are necessary to:

- (A) Effectively manage SWFs in the Public Right-of-Way, consistent with the provisions of applicable State and Federal law;
- (B) Provide for the installation of Small Wireless Facilities consistent with Minnesota Statutes sections 237.162 -.163; and
- (C) Encourage SWF designs and locations that minimize the impact on the surrounding neighborhood and to maintain the character and appearance of the City, consistent with other provisions of this Code and applicable State and Federal law.

§ 158.002 Definitions

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

ADMINISTRATOR. The North Mankato City Administrator, or his or her designee.

ANTENNA. Any exterior apparatus designed for telephonic, radio, data, internet or television communications through the sending and/or receiving of electromagnetic waves, including equipment attached to a Tower, pole, light standard or building for the purpose of providing personal wireless services including, for example, unlicensed wireless telecommunications services, wireless telecommunications services utilizing frequencies authorized by the FCC for "cellular," "paging," "enhanced specialized mobile radio," "low power mobile radio" and "personal communications services" telecommunications services.

APPLICANT. Any person that submits an application to the City to site, install, construct, collocate, modify and/or operate a Small Wireless Facility in the Public Right-of-Way.

CAMOUFLAGE, CONCEALMENT, OR CAMOUFLAGE DESIGN TECHNIQUES. A SWF is camouflaged or utilizes Camouflage Design Techniques when any measures are used in the design and siting of a SWF with the intent to minimize or eliminate the visual impact of such facilities to surrounding uses. A SWF site utilizes Camouflage Design Techniques when it (i) is integrated as an architectural feature of an existing structure such as a cupola, or (ii) is integrated in an outdoor fixture such as a flagpole, or (iii) uses a design which mimics and is consistent with the nearby natural, or architectural features (such as an artificial tree) or is incorporated into (Including without limitation, being attached to the exterior of such facilities and painted to match it) or replaces existing permitted facilities (including without limitation, stop signs or other traffic signs or freestanding light standards) so that the presence of the SWF is not readily apparent.

COLLOCATION OR COLLOCATE. To install, mount, maintain, modify, operate, or replace a SWF on, under, within, or adjacent to an existing Wireless Support Structure that is owned privately or by the City.

MICRO WIRELESS FACILITY OR MICRO CELLS. A Small Wireless Facility that is no larger than 24 inches long, 15 inches wide, and 12 inches high, and whose exterior antenna, if any, is no longer than 11 inches.

UTILITY POLE. A pole that is used in whole or in part to facilitate telecommunications or electric service.

PUBLIC RIGHTS-OF-WAY OR RIGHTS-OF-WAY (ROW). The area on, below, or above any public street, way, cartway, bicycle lane, alley, sidewalk, median, parkway, or boulevard, in which a local government unit has an interest, including other rights-of-way that are dedicated to public use for travel purposes and utility easements of the City.

RADIO FREQUENCY EMISSIONS LETTER. A sworn or notarized statement by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall comply with federal standards for radio frequency emissions

SMALL WIRELESS FACILITY OR SMALL CELLS (SWFS).

(A) a wireless facility that meets both of the following qualifications:

- 1) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and
- 2) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches,

cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume; or

(B) a Micro Wireless Facility.

SIGNAL NON-INTERFERENCE LETTER. A sworn or notarized letter from the applicant certifying that all SWFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service such as a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility. A wireless facility does not include wireless support structures, wireline backhaul facilities, or coaxial or fiber-optic cables between utility poles or wireless support structures not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a Public Right-of-Way designed to support or capable of supporting SWFs, as reasonably determined by the City.

§ 158.003 APPLICABILITY

The requirements set forth in this Chapter shall apply to all applications for Small Wireless Facilities located within the Public Right-of-Way.

§ 158.020 OPERATIONAL STANDARDS

(A) Federal Requirements. All SWFs shall meet the current standards and regulations of the FAA, the FCC and any other agency of the federal government with the authority to regulate SWFs. If such standards and regulations are changed, then the owners of the SWF governed by this Chapter shall bring such facility into compliance with such revised standards and regulations within the time period mandated by the controlling federal agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the SWF at the owner's expense.

(B) Legal Access. In all Applications for SWFs an applicant must submit a written acknowledgment from the owner of the property which is the subject of the application that it has legal authorization to submit the application for the SWF. An applicant must additionally warrant and represent that it will have legal access to the utilities to operate and maintain the SWF.

(C) Operation and Maintenance. To ensure the structural integrity of SWFs, the owner of a SWF shall ensure that it is maintained in compliance with standards contained in applicable local building and safety codes. If upon inspection, the City concludes that a SWF fails to comply with such codes and constitutes a danger to persons, property or the environment, then, upon written notice being provided to the owner of the SWF, the owner shall have 30 days from the date of notice to bring such

SWF into compliance. Upon good cause shown by the owner, the City's Chief Building Official may extend such compliance period not to exceed 90 days from the date of said notice. If the owner fails to bring such SWF into compliance within said time period, the City may remove such SWF at the owner's expense. If the SWF poses an immediate danger to persons, property, or the environment the City may cause for the SWF to be immediately deactivated or removed. The City will provide notice of such immediate deactivation or removal to the applicant as soon as practicable.

(D) Hazardous Materials. No hazardous materials shall be permitted in association with SWFs, except those necessary for the operations of the SWF and only in accordance with all applicable laws governing such materials.

(E) Interference with right-of-way. A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit. A permittee shall not alter vehicular circulation or parking within the ROW or impede vehicular, bicycle, or pedestrian access or visibility along the ROW.

(F) Abandonment and Removal. If a SWF has not been in use for a period of three months, the owner of the SWF shall notify the City of the non-use and shall indicate whether re-use is expected within the ensuing three months. Any SWF that is not operated for a continuous period of six months shall be considered abandoned. The City, in its sole discretion, may require an abandoned SWF to be removed. The owner of such SWF shall remove the same within 30 days of receipt of written notice from the City. If such SWF is not removed within said 30 days, the City may remove it at the owner's expense and any approved permits for the SWF shall be deemed to have expired.

§ 158.030 DESIGN STANDARDS FOR SWFS

(A) The requirements set forth in this Section shall apply to the location and design of all SWFs governed by this Chapter as specified below; provided, however, that the City may waive these requirements if it determines that the goals of this Chapter are better served thereby.

(B) General Requirements. The following requirements shall be met by all SWFs unless otherwise specified by this code:

(1) Where an applicant proposes collocation on a decorative wireless support structure, sign, or other structure not intended to support small wireless facilities, or on a structure that has multiple uses including temporary or seasonal additional uses, the City may impose reasonable camouflage requirements to accommodate the particular design, appearance, intended purpose, or multiple uses of such structure.

(2) An applicant shall submit design drawings and information explaining how the small wireless facility and the wireless support structure shall blend into the surrounding environment to the maximum extent possible, with consideration given to the use of conforming

building materials, color, texture, and screening. The facility and ground-mounted equipment shall minimize exposed cabling and mounting hardware, and shall match the structure it is attached to in color and, as close as practicable, in material and design.

(3) Lighting. SWFs shall not be artificially lighted, unless required by the FAA or other applicable governmental authority, or the SWF is mounted on a light pole or other similar structure primarily used for lighting purposes. If lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.

(4) Placement. Placement, location, and relocation of facilities must comply with the Minn. Stat. §§237.162, 237.163, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

(5) Adjacent to Single Family Residential Uses. New wireless support structures shall be sited in a manner that evaluates the proximity of the facility to single family residential structures. When placed near single family residential property, the wireless support structure shall be placed adjacent to the common side yard property line between adjoining residential properties, such that the SWF minimized visual impacts equitably among adjacent properties. In the case of a corner lot, the wireless support structure may be placed adjacent to the common side yard property line between adjoining residential properties, or on the corner formed by two intersecting streets. If these requirements are not reasonably feasible from a construction, engineering or design perspective, the applicant may submit a written statement to the Administrator requesting the SWF be exempt from these requirements.

(6) Small Wireless Special Conditions in Certain Areas. A SWF may be subject to special conditions or requirements pursuant to the City's approved design standards when proposed for installation in an underlying district or area zoned for single-family residential use or in a historic district established by federal or state law or City ordinance.

(7) Setbacks. SWFs shall not impair visual site lines in the ROW. SWFs will be required to have a reasonable setback from the travelled portion of the ROW if the City determines that the proposed location of a SWF in the ROW will impair visual site lines in the ROW.

(C) Additional Conditions. The City may impose additional reasonable conditions upon the issuance of the permit and/or the performance of the applicant thereunder, as appropriate to protect the health, safety, and welfare of the City, or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., Ch. 7560 (Pipeline Safety Excavation Notice).

(D) When an applicant proposes to install a new wireless support structure in the public right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way, as well as other reasonable requirements not inconsistent with Minn. Stat. § 237.162 or § 237.163.

§ 158.040 ADDITIONAL STANDARDS FOR SWFS

(A) The requirements set forth in this Section shall apply to the location and design of all SWFs governed by this Chapter as specified below; provided, however, that the City may waive these requirements if it determines that the goals of this Chapter are better served thereby.

(B) General Requirements. The following requirements shall be met by all SWFs unless otherwise specified by this code:

(1) An applicant shall notify the City of any routine maintenance or replacement activities or installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes if the work will obstruct a public right-of-way.

(2) Any new wireless support structures installed in the public right-of-way after May 31, 2017, shall not exceed 50 feet above ground level, except that a wireless support structure erected within the public right-of-way before May 31, 2017, that exceeds 50 feet above ground level may be replaced at the height of the existing wireless support structure. The City may agree to a greater height, subject to local zoning regulations and separation requirements in relation to other wireless support structures.

(3) Wireless facilities constructed in the right-of-way after May 31, 2017, may not extend more than 10 feet above an existing wireless support structure in place as of May 31, 2017.

(4) The applicant shall comply with reasonable accommodations for decorative wireless support structures or signs as directed by the Administrator.

(5) The applicant shall comply with any reasonable restocking, replacement, or relocation requirements when a new wireless support structure is placed in a public right-of-way as directed by the Administrator.

§ 158.050 REVIEW PROCEDURES AND REQUIREMENTS

(A) No new SWF shall be constructed in the Public Right-of-Way and no Collocation or modification to any SWF in the Public Right of Way may occur except after a written request from an Applicant, reviewed and approved by the City in accordance with this Chapter, and after execution of a collocation agreement with the City, if required, for the use of City-owned structures, or other legal right or approval, to use such structure by its owner; and upon issuance of a permit under this Section

158.050 and a building permit. All work done pursuant to SWF applications must be completed in accordance with all applicable building and safety requirements as set forth in this Code and any other applicable regulations.

(B) Small Wireless Facility Right-of-Way Permits. A small wireless facility permit is required for a right-of-way user to erect, install, or maintain a small wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the public right-of-way of the City. Once an application is granted, it shall be considered a SWF permit, which shall remain in effect for the length of time the facility is in use, unless revoked for breach of the terms of the permit, this Chapter, or for other lawful reason. The granting of a SWF permit does not preclude the need for a building permit, lane closure permit or any other similar authorization as may be required by the North Mankato Code.

(C) Application Requirements. The Administrator shall prepare, and from time to time revise and make publicly available, an application form. The application for a small wireless facility permit is made to the City. The application will be considered complete only upon compliance with all of the following requirements:

(1) The applicant shall identify each existing wireless support structure on which it seeks to collocate a small wireless facility and, if applicable, identify each new wireless support structure to be erected for the purpose of installation, operation and maintenance of a small wireless facility. Identification includes submittal of a scaled site plan, photo simulation, scaled elevation view and other supporting drawings and calculations, showing the location and dimension of all improvements, including information concerning topography, tower height, materials and colors of poles and equipment, setbacks, adjacent uses, drainage, compliance with the City's intersection and driveway sight distance standards and other information deemed by the Administrator to be necessary to assess compliance with this Section. Documents requiring signatures and seals by appropriate qualified professionals shall be provided by Applicant after approval of the application by the Administrator.

(2) If neither the applicant nor the City will be the owner of the existing or to be erected wireless support structure, applicant must provide an proof of authorization by which the owner of the structure grants applicant authority to utilize the support structure for locating or collocating a small cell wireless facility.

(3) Applicant shall submit design drawings and information explaining how the small wireless facility and the wireless support structure shall blend into the surrounding environment to the maximum extent possible, with consideration given to the use of conforming building materials, color, texture, and screening. The facility and ground-mounted equipment shall minimize exposed cabling and mounting hardware, and shall match the structure it is attached to in color and, as close as practicable, in material and design.

(4) An applicant shall submit a Radio Frequency Emissions letter signed by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall comply with federal standards for radio frequency emissions.

(5) An applicant shall submit a Signal Non-Interference Letter signed by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

(6) The City may recover its rights-of-way management costs by imposing a fee for each small cell wireless facility permit, or, when appropriate, a fee applicable to a particular telecommunications right-of-way user when that user causes the City to incur costs as a result of actions or inactions of that user. These fees must be in compliance with the provisions and limitations of Minn. Stat. § 237.163, Subd. 6 and Subd. 7, and applicable federal law.

(7) Where an applicant proposes to replace a wireless support structure owned by the City, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

(D) Consolidated Applications. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:

- (1) are located within a two-mile radius;
- (2) consist of substantially similar equipment; and
- (3) are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

(E) Small Cell Wireless Facility Agreement. If a small cell wireless facility is to be located or collocated on a wireless support structure owned or controlled by the City, or on any other City asset in the right-of-way, the applicant shall execute a small cell wireless facility collocation agreement with the City. The collocation agreement may require payment of the following:

- (1) Up to \$150 per year for rent to collocate on the City structure;
- (2) \$25 per year for maintenance associated with the collocation;
- (3) A monthly fee for electrical service as follows:
 - (a) \$73 per radio node less than or equal to 100 maximum watts;
 - (b) \$182 per radio node over 100 maximum watts; or
 - (c) The actual costs of electricity, if the actual cost exceed the foregoing.

The collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the City and applicant, nor does it limit or impact the ability of the City to generally manage its public rights-of-way as provided under Minn. Stat. § 237.163 Subd. 2, or to recover its rights-of-way management costs as provided for herein and under state law.

(F) Abandonment and Removal. Prior to approval, the applicant shall acknowledge in writing that it is responsible for the removal of a SWF that is abandoned or is unused for a period of six months.

(G) Application Review. Applications for SWFs shall be reviewed and approved by the Administrator for conformance to this Chapter and the Code. The Administrator reserves the right to forward any application that does not conform with the requirements of this Chapter to the City Council for final action. Applications for SWFs shall be reviewed in accordance with Minn. Stat. 237.163, subd. 3c and to the extent not inconsistent with state law, local zoning requirements of the City.

(H) Decision. Unless otherwise provided by applicable law, within 90 days of the date upon which an applicant submits an Application, the City shall render a decision on the application for a SWF under this Chapter., unless the collocation is on an existing wireless support structure, which, in those instances, the City shall approve or deny the small wireless facility permit within 60 days. Any decisions to approve, approve with conditions, or deny an Application for a SWF, shall be in writing and supported by substantial evidence in a written record. The applicant shall receive a copy of the decision. The foregoing shall apply only to applications for SWFs under this Chapter and shall not apply to any building, right-of-way, or any other permit issued by the City pursuant to the provisions of this Code.

(1) Tolling of Deadline on Small Wireless Facility Permit. The deadline for action on a small wireless facility permit application may be tolled if:

(a) The City receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the City may extend the deadline for all such applications by 30 days and shall inform the affected applicant in writing of such extension;

(b) The applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the applicant within 30 days of receipt of the application. Upon submission of additional documents or information, the City shall have ten days to notify the applicant in writing of any still-missing information; or

(c) The City and a small wireless facility applicant agree in writing to toll the review period.

(2) Upon applicant's submittal of additional documents or information in response to a notice of incompleteness, the City has 10 days to notify the applicant in writing of any information requested in the initial notice of incompleteness that is still missing. Second or subsequent notices of incompleteness may not specify documents or information that were not delineated in the original notice of incompleteness. Requests for information not requested in the initial notice of incompleteness do not toll the 90-day deadline for action.

§ 158.060 INDEMNIFICATION AND INSURANCE

(A) Indemnification. By accepting a permit under this subchapter the permittee and its assignees agree to defend, indemnify, and hold harmless the City and its elected officials, directors, officers, employees, agents, and representatives from and against any and all claims, demands, actions, losses, or judgments, including damages to City property, arising out of or relating to applicant's use of the right-of-way and/or its installation, operation, use, maintenance, repair, removal, or presence of applicant's facilities, structures or equipment, and including reasonable attorneys' fees and other costs and expenses. This indemnification provision does not replace but rather is supplemental to and is to be interpreted consistent with the provisions of Minn. Rule 7819.1250.

(B) Insurance. All applicants for SWFs shall provide to the City:

(1) A certificate of insurance or self-insurance:

(a) Verifying that an insurance policy has been issued to the permittee by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the City.

(b) Verifying that the permittee is insured against claims for personal injury, including death, as well as claims for property damage arising out of the:

(i) Use and occupancy of the right of way by the permittee, its officers, agents, employees, and permittees, and

(ii) Placement and use of facilities and equipment in the right of way by the permittee, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;

(c) Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

(d) Requiring that the City be notified thirty (30) days in advance of cancelation of the policy or material modification of a coverage term;

(e) Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this chapter.

(2) If the person is a corporation, a copy of the certificate required to be filed under Minn. Stat. 300.06 as recorded and certified to by the Secretary of State.

(3) A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

§ 158.070 MISCELLANEOUS PROVISIONS

(A) Compliance with Applicable Law. Notwithstanding the approval of an Application for new SWFs or collocation as described herein, a permittee's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public. All work done pursuant to SWF applications must be completed in accordance with all applicable building, structural, electrical, and safety requirements as set forth in City Code and any other applicable laws or regulations. In addition, all SWF Applications shall comply with the following:

(1) Comply with any permit or license issued by a local, state, or federal agency with jurisdiction of the SWF;

(2) Be maintained in good working condition and to the standards established at the time of Application approval; and

(3) Remain free from trash, debris, litter, graffiti, and other forms of vandalism. Any damage shall be repaired as soon as practicable, and in no instance more than ten calendar days from the time of notification by the City or after discovery by the owner or operator of the Site. Damage includes any kind of damage to a pole, including knock downs and similar damage that requires removal and replacement. Notwithstanding the foregoing, any graffiti on SWFs located in the rights-of-way or on other City-owned property may be removed by the City at its discretion, and the owner and/or operator of the SWF shall pay all costs of such removal within thirty (30) days after receipt of an invoice from the City.

(B) Completion Certificate. Upon request by the City, the applicant shall provide a completion certificate within 45 days after installation of a SWF in the Public Right-of-Way, demonstrating that as installed and in operation, the SWF complies with all conditions of approval, applicable Code requirements and regulations, in accordance Minnesota Rules 7819.1300.

Section 2. After adoption, signing and attestation, this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the City Council this 20th day of May 2019.

Mayor

ATTEST:

City Clerk



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 5-20-19

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00005	A TO Z RENTAL CENTER	05/20/2019	Regular	0	270.00	90937
00009	A-1 KEY CITY LOCKSMITHS, INC	05/20/2019	Regular	0	73.00	90938
00012	ABDO, EICK & MEYERS, LLP	05/20/2019	Regular	0	18,000.00	90939
00029	AG SPRAY EQUIPMENT	05/20/2019	Regular	0	299.25	90940
02305	ANCHOR INDUSTRIES INC.	05/20/2019	Regular	0	796.00	90942
00093	ARNOLD'S OF MANKATO, INC.	05/20/2019	Regular	0	996.06	90943
02959	ARTIFACT	05/20/2019	Regular	0	230.00	90944
02887	BELLE PLAINE SOFTBALL TEAM	05/20/2019	Regular	0	500.00	90945
00137	BENCO ELECTRIC COOPERATIVE	05/20/2019	Regular	0	1,093.18	90946
02169	BLUE LINE SHARPENING & SALES	05/20/2019	Regular	0	140.00	90947
00175	BOOKPAGE	05/20/2019	Regular	0	576.00	90948
00189	BRAUN INTERTEC CORPORATION	05/20/2019	Regular	0	1,467.50	90949
00232	CEMSTONE CONCRETE MATERIALS, LLC	05/20/2019	Regular	0	1,183.00	90950
00234	CENTER POINT ENERGY	05/10/2019	Regular	0	278.94	90932
02757	CINTAS	05/20/2019	Regular	0	165.70	90951
00255	CITY OF MANKATO	05/20/2019	Regular	0	154,843.54	90952
03019	CLIMATE MAKERS	05/20/2019	Regular	0	10,359.00	90953
03013	DELTA KAPPA GAMMA	05/02/2019	Regular	0	552.00	90928
00353	DITTRICH MECHANICAL & FABRICATION	05/20/2019	Regular	0	603.50	90954
00364	DRUMMER'S GARDEN CENTER & FLORAL	05/20/2019	Regular	0	23.94	90955
02735	DZINE LLC	05/20/2019	Regular	0	725.00	90956
00074	EARL F. ANDERSEN INC.	05/20/2019	Regular	0	417.30	90957
02393	ECKERT PLUMBING & HEATING, INC.	05/20/2019	Regular	0	171.00	90958
00380	ELECTRIC PUMP, INC.	05/20/2019	Regular	0	668.80	90959
03017	ELECTRIC SERVICE CO, INC.	05/20/2019	Regular	0	7,235.18	90960
00386	EMERGENCY APPARATUS MAINTENANCE, INC	05/20/2019	Regular	0	3,829.23	90961
00401	EXPRESS SERVICES, INC.	05/20/2019	Regular	0	1,136.47	90962
00404	FASTENAL COMPANY	05/20/2019	Regular	0	127.65	90963
00409	FERGUSON ENTERPRISES, INC	05/20/2019	Regular	0	6,699.30	90964
02389	FLOOR TO CEILING	05/20/2019	Regular	0	14,600.00	90965
00447	FREE PRESS	05/20/2019	Regular	0	242.45	90966
02891	GLOBAL SPECIALTY CONTRACTORS, INC.	05/20/2019	Regular	0	294,975.71	90967
00499	GRAINGER	05/20/2019	Regular	0	70.31	90968
00577	HOLTMEIER CONSTRUCTION	05/15/2019	Regular	0	106,118.40	90934
00577	HOLTMEIER CONSTRUCTION	05/20/2019	Regular	0	3,358.86	90969
00591	HUNT, AMY	05/15/2019	Regular	0	120.00	90935
00595	HY-VEE, INC.	05/20/2019	Regular	0	268.24	90970
02597	INTERNET CONNECTIONS, INC	05/20/2019	Regular	0	330.00	90971
02917	JENNINGS, STROUSS & SALMON, P.L.C.	05/20/2019	Regular	0	9,000.00	90972
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR	05/20/2019	Regular	0	3,114.25	90973
03018	LIFELINE INCORPORATED	05/20/2019	Regular	0	1,614.15	90974
00797	MAC TOOLS DISTRIBUTOR	05/20/2019	Regular	0	108.99	90975
00805	MAGFA	05/14/2019	Regular	0	493.17	90933
02110	MAKING FACES MANKATO	05/15/2019	Regular	0	260.00	90936
00812	MANKATO BEARING COMPANY	05/20/2019	Regular	0	23.18	90976
00819	MANKATO FORD, INC.	05/20/2019	Regular	0	1,104.65	90977
00829	MANKATO PUBLIC SCHOOLS	05/20/2019	Regular	0	75.00	90978
00832	MANKATO TENT & AWNING CO.	05/20/2019	Regular	0	249.25	90979
00847	MATHESON TRI-GAS, INC.	05/20/2019	Regular	0	177.71	90980
00869	MECHANICAL RESOURCES, INC.	05/20/2019	Regular	0	1,260.00	90981
00875	METRO SALES, INC.	05/20/2019	Regular	0	120.00	90982
01031	NEW ULM JOURNAL	05/20/2019	Regular	0	228.80	90983
01033	NEWMAN TRAFFIC SIGNS	05/20/2019	Regular	0	211.15	90984
01063	NORTHERN SEWER EQUIPMENT CO., INC.	05/20/2019	Regular	0	70,318.80	90985
02245	ONSITE	05/20/2019	Regular	0	3,555.10	90986
01106	PETTY CASH	05/20/2019	Regular	0	41.42	90987
01133	POWERPLAN/RDO EQUIPMENT	05/20/2019	Regular	0	627.88	90988

01170	RAMY TURF PRODUCTS	05/20/2019	Regular	0	380.00	90989
03014	RUBY RIDE	05/20/2019	Regular	0	7,200.00	90990
01227	RUST FREE AUTO PARTS	05/06/2019	Regular	0	2,850.00	90929
01293	SMITH, MICHELLE	05/20/2019	Regular	0	4.10	90991
01335	STAPLES ADVANTAGE	05/20/2019	Regular	0	2,138.36	90992
01354	SUBURBAN TIRE WHOLESALE, INC.	05/20/2019	Regular	0	576.00	90993
01402	TIRE ASSOCIATES	05/20/2019	Regular	0	4,410.93	90994
02591	UNITED TEAM ELITE	05/20/2019	Regular	0	1,200.00	90995
01497	WALL STREET JOURNAL	05/20/2019	Regular	0	539.88	90996
01515	WELLS FARGO BANK, N.A.	05/20/2019	Regular	0	800.00	90997
01517	WELLS FARGO CORPORATE TRUST SERVICE	05/20/2019	Regular	0	5,770.00	90998
01525	WEST CENTRAL SANITATION, INC.	05/20/2019	Regular	0	55,911.05	90999
02339	WOLF LANDSCAPING	05/20/2019	Regular	0	4,040.00	91000
01557	XCEL ENERGY	05/20/2019	Regular	0	54.44	91001
00101	AT&T MOBILITY	05/16/2019	Bank Draft	0	27.70	DFT0003090
00182	BOYER TRUCKS	05/15/2019	Bank Draft	0	155.10	DFT0003082
02740	BRANDT PRINTING	05/08/2019	Bank Draft	0	51.46	DFT0003061
00241	CHARTER COMMUNICATIONS	05/08/2019	Bank Draft	0	418.32	DFT0003064
00608	INGRAM LIBRARY SERVICES	05/15/2019	Bank Draft	0	1,491.97	DFT0003080
00733	LAKES GAS CO #10	05/02/2019	Bank Draft	0	81.50	DFT0003053
00733	LAKES GAS CO #10	05/15/2019	Bank Draft	0	81.50	DFT0003083
00749	LAWSON PRODUCTS, INC	05/16/2019	Bank Draft	0	488.16	DFT0003087
00857	MC GOWAN WATER CONDITIONING, INC.	05/02/2019	Bank Draft	0	17.60	DFT0003052
00857	MC GOWAN WATER CONDITIONING, INC.	05/08/2019	Bank Draft	0	26.40	DFT0003062
00923	MINNESOTA DEPARTMENT OF LABOR & INDU	05/08/2019	Bank Draft	0	10.00	DFT0003066
01335	STAPLES ADVANTAGE	05/02/2019	Bank Draft	0	172.41	DFT0003051
01335	STAPLES ADVANTAGE	05/13/2019	Bank Draft	0	158.45	DFT0003081
01338	STATE CHEMICAL SOLUTIONS	05/08/2019	Bank Draft	0	223.93	DFT0003065
02591	UNITED TEAM ELITE	05/16/2019	Bank Draft	0	90.00	DFT0003089
02496	USA SOFTBALL OF MINNESOTA	05/16/2019	Bank Draft	0	1,210.00	DFT0003088
01470	VERIZON WIRELESS	05/08/2019	Bank Draft	0	739.30	DFT0003063
01470	VERIZON WIRELESS	05/15/2019	Bank Draft	0	30.11	DFT0003084
02178	WASTE MANAGEMENT OF WI-MN	05/08/2019	Bank Draft	0	282.50	DFT0003067
00551	A.H. HERMEL COMPANY	05/22/2019	EFT	0	1,798.41	1782
03016	ACTIVE NETWORK	05/22/2019	EFT	0	6,300.00	1783
00090	APT MACHINING INC.	05/22/2019	EFT	0	753.80	1784
00105	AUTO VALUE MANKATO	05/22/2019	EFT	0	411.43	1785
00216	C & S SUPPLY CO, INC.	05/22/2019	EFT	0	821.39	1786
00230	CCP INDUSTRIES, INC.	05/22/2019	EFT	0	50.70	1787
00310	CRYSTEEL TRUCK EQUIPMENT, INC	05/22/2019	EFT	0	443.56	1788
02294	D & K POWDER COATING	05/22/2019	EFT	0	29.26	1789
00322	DALCO	05/22/2019	EFT	0	1,678.89	1790
02275	DEM-CON MATERIALS & RECOVERY	05/22/2019	EFT	0	4,000.79	1791
00343	DH ATHLETICS LLC	05/22/2019	EFT	0	2,288.79	1792
00463	G & L AUTO SUPPLY, LLC	05/22/2019	EFT	0	572.00	1793
00494	GOPHER STATE ONE-CALL	05/22/2019	EFT	0	278.10	1794
02295	GRAYBAR	05/22/2019	EFT	0	287.86	1795
00538	HAWKINS, INC.	05/22/2019	EFT	0	713.65	1796
00586	HOWE, SANDRA	05/22/2019	EFT	0	331.25	1797
00680	J.J. KELLER & ASSOCIATES, INC.	05/22/2019	EFT	0	625.50	1798
02941	JAGUAR COMMUNICATIONS	05/22/2019	EFT	0	4,031.09	1799
00657	JT SERVICES	05/22/2019	EFT	0	375.00	1800
00691	KENNEDY & KENNEDY LAW OFFICE	05/22/2019	EFT	0	8,951.49	1801
00776	LLOYD LUMBER CO.	05/22/2019	EFT	0	360.77	1802
00793	M & M SIGNS, INC.	05/22/2019	EFT	0	1,800.00	1803
00796	MACQUEEN EQUIPMENT, INC.	05/22/2019	EFT	0	23,322.22	1804
00874	MENARDS-MANKATO	05/22/2019	EFT	0	2,137.74	1805
00886	MIDSTATES EQUIPMENT & SUPPLY	05/22/2019	EFT	0	4,591.60	1806
00889	MIDWEST TAPE/HOOPLA	05/22/2019	EFT	0	1,060.12	1807
00902	MINNESOTA IRON & METAL CO	05/22/2019	EFT	0	42.16	1808
00910	MINNESOTA VALLEY TESTING LAB, INC.	05/22/2019	EFT	0	59.50	1809
00956	MINNESOTA WASTE PROCESSING CO.	05/22/2019	EFT	0	46,037.55	1810
00997	MTI DISTRIBUTING CO	05/22/2019	EFT	0	395.97	1811
01009	NAPA AUTO PARTS - MANKATO	05/22/2019	EFT	0	80.14	1812
01052	NORTH CENTRAL INTERNATIONAL	05/22/2019	EFT	0	286.78	1813
01078	OLYMPIC FIRE PROTECTION CORP.	05/22/2019	EFT	0	2,540.00	1814
01090	PARAGON PRINTING, MAILING & SPECIALTIES	05/22/2019	EFT	0	311.65	1815

01099	PET EXPO DISTRIBUTORS	05/22/2019	EFT	0	60.00	1816
01160	QUALITY OVERHEAD DOOR CO, INC	05/22/2019	EFT	0	200.00	1817
01179	RED FEATHER PAPER CO.	05/22/2019	EFT	0	205.41	1818
02281	REINDERS	05/22/2019	EFT	0	3,663.41	1819
02747	RENT-N-SAVE	05/22/2019	EFT	0	175.00	1820
01211	RIVER BEND BUSINESS PRODUCTS	05/22/2019	EFT	0	765.50	1821
01263	SCHWICKERT'S TECTA AMERICA LLC	05/22/2019	EFT	0	440.00	1822
01281	SIGN PRO	05/22/2019	EFT	0	14.00	1823
01407	TOOL SALES COMPANY	05/22/2019	EFT	0	112.00	1824
01492	WACO SCAFFOLDING & SUPPLY CO.	05/22/2019	EFT	0	1,194.85	1825
01563	ZARNOTH BRUSH WORKS, INC.	05/22/2019	EFT	0	468.00	1826
00137	BENCO ELECTRIC COOPERATIVE	05/02/2019	Bank Draft	0	29,522.14	DFT0003054
00219	CARDMEMBER SERVICE	05/13/2019	Bank Draft	0	32,977.21	DFT0003079
00234	CENTER POINT ENERGY	05/02/2019	Bank Draft	0	6,097.21	DFT0003055
02181	ETS CORPORATION	05/02/2019	Bank Draft	0	1,587.03	DFT0003057
02003	MINNESOTA DEPT OF REVENUE	05/08/2019	Bank Draft	0	5,805.42	DFT0003074
02766	SPROUT SOCIAL	05/08/2019	Bank Draft	0	99.00	DFT0003059
01477	VIKING ELECTRIC SUPPLY, INC.	05/08/2019	Bank Draft	0	587.04	DFT0003060
01477	VIKING ELECTRIC SUPPLY, INC.	05/15/2019	Bank Draft	0	96.79	DFT0003085
01477	VIKING ELECTRIC SUPPLY, INC.	05/16/2019	Bank Draft	0	37.18	DFT0003091
01557	XCEL ENERGY	05/02/2019	Bank Draft	0	28,803.43	DFT0003056
					<u>1,048,438.96</u>	<u>145</u>

Authorization Signatures

All Council

The above manual and regular claims lists for 5-20-19 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
Delta Kappa Gamma Nu Chapter	Books for Winter Backpack Program	\$695.00
James and Kathryn Vonderharr	Books for Winter Backpack Program	\$50.00
Jo Robbins	Donation to Library	\$50.00
North Mankato Civic and Commerce	Donation to Library	\$500.00
TOTAL		\$1,295.00

Adopted by the City Council this 20th day of May 2019.

Mayor

City Clerk

RESOLUTION NO.

RESOLUTION APPROVING
CONSENT ASSESSMENT AGREEMENT

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

507 Garfield Avenue
PIN #18.531.0050
Block 1 Lot 5 Fairview Add
Cost: \$17,088.14

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

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

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

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

Adopted by the City Council this 20th day of May 2019.

Mayor

ATTEST:

City Clerk

CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) and Justin Goodburn (Owner).

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

1. Owner's property is described as follows:
507 Garfield Avenue
PIN #18.531.0050
Block 1 Lot 5 Fairview Add.
2. Owner replaced the sewer line.
3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
4. City is willing to pay for the repair in consideration for the owner's consent to the assessment.

The parties therefore make the following agreement:


1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$17,088.14. The assessment shall be payable in equal installments extending over a period of ten (10) years and bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor.

Adopted this _____ day of _____, 2019.

City of North Mankato

By: _____

Its: _____


Property Owner

Property Owner

Resolution No. _____

A Resolution Adopting Part 1 and Part 4 of the Mankato/North Mankato Area Planning Organization (MAPO) Americans with Disabilities Act (ADA) Transition Plan and Inventory for Public Rights-of-Way

WHEREAS, the Federal government enacted the Americans with Disabilities Act (ADA) of 1990 to prevent discrimination of individuals with disabilities relating to employment and access to public programs, services and facilities; and

WHEREAS, Title II of the ADA requires applicable public agencies who have responsibility or authority over streets, roads, or walkways to develop and adopt a Transition Plan which reports the findings of a Self-Evaluation process, identifies a Title II ADA Coordinator, describes a plan and schedule for the removal of accessibility barriers, and defines a grievance procedure for the public to submit grievances; and

WHEREAS, the Mankato/North Mankato Area Planning Organization (MAPO), under directive from the Federal Highway Administration (FHWA) and the Minnesota Department of Transportation (MnDOT), has initiated and partially funded the development of ADA Transition Plans for partner agencies included within its jurisdiction; and

WHEREAS, the City of North Mankato is committed to constructing pedestrian facilities designed in accordance with ADA Design Standards and Procedures defined in the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way developed by the Access Board; and

WHEREAS, the City of North Mankato is committed to constructing pedestrian facilities designed in accordance with ADA Design Standards and Procedures defined by the Minnesota Department of Transportation (MnDOT); and

WHEREAS, the City of North Mankato performed a Self-Evaluation of current services, policies, and practices, and the effects thereof, to identify and document barriers to ADA accessibility and needed modifications; and

WHEREAS, the City of North Mankato completed Part 4 of the MAPO ADA Transition Plan and Inventory for Public Rights-of-Way which reports the findings of the Self-Evaluation

process, identifies a Title II ADA Coordinator, describes a plan and schedule for the removal of accessibility barriers, and defines a grievance procedure for the public to submit grievances; and

WHEREAS, the City of North Mankato provided an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the Self-Evaluation process and development of the ADA Transition Plan by submitting comments;

NOW, THEREFORE, BE IT RESOLVED that the City of North Mankato hereby adopts Part 1 – MAPO Partner Agency Requirements and Project Purpose concurrently with Part 4 the City of North Mankato ADA Transition Plan and Inventory of the over-arching MAPO ADA Transition Plan and Inventory for Public Rights-of-Way document, a copy of which shall be filed with and maintained by the North Mankato City Clerk.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City/County will pursue the removal of barriers identified in the Self-Evaluation during reconstructions and as part of the capital improvements approved by the governing body provided said improvements are within the fiscal budgetary constraints of the jurisdiction.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

Mankato/North Mankato Area Planning
Organization (MAPO)

ADA - Transition Plan & Inventory for Public Rights-of-Way



May 2019

Submitted by:

Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
P: 507-625-4171
F: 507-625-4177



Table of Contents

PART 1 – MAPO PARTNER AGENCY REQUIREMENTS AND PROJECT PURPOSE	1
I. Introduction	1
A. Need and Purpose	1
B. ADA and its Relationship to Other Laws	1
C. Agency Requirements	1
D. Document Organization	2
II. Public Participation	4
A. Requirements	4
B. MAPO ADA Transition Plan and Inventory Activities	4
III. Self-Evaluation	5
A. Program Review - Infrastructure Data Collection	5
B. Policies and Practices Review	8
IV. Implementation	9
A. Priority Areas	9
B. External Agency Coordination	10
C. Implementation Schedule	10
D. Budget Information – Planning Level Costs	11
E. Undue Financial Burden	11
V. ADA Coordinator	12
VI. Grievance Procedure	12
VII. Monitor the Progress	12

PART 2 – City of Eagle Lake ADA Transition Plan and Inventory

PART 3 – City of Mankato ADA Transition Plan and Inventory

PART 4 – City of North Mankato ADA Transition Plan and Inventory

PART 5 – City of Skyline ADA Transition Plan and Inventory

PART 6 – Blue Earth County ADA Transition Plan and Inventory

PART 7 – Nicollet County ADA Transition Plan and Inventory

MAPO ADA TRANSITION PLAN AND INVENTORY

PART 1 – MAPO PARTNER AGENCY REQUIREMENTS AND PROJECT PURPOSE

I. INTRODUCTION

A. Need and Purpose

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities and services public entities provide. As providers of public transportation services and programs, MAPO partner agencies must comply with this section of the Act as it specifically applies to public service agencies. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." [[42 USC. Sec. 12132](#); [28 CFR. Sec. 35.130](#)]

As required by Title II of [ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150](#), MAPO partner agencies have conducted Self-Evaluations of facilities within public rights-of-way and have each developed a Transition Plan detailing how the agency will ensure that all facilities are accessible to all individuals.

B. ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the [Architectural Barriers Acts of 1968](#) and [Section 504 of the Rehabilitation Act](#) of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

C. Agency Requirements

Under Title II, MAPO partner agencies must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities [[28 C.F.R. Sec. 35.150](#)].
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability [[28 C.F.R. Sec. 35.130 \(a\)](#)].
- Must make reasonable modifications to policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result [[28 C.F.R. Sec. 35.130\(b\) \(7\)](#)].
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective [[28 C.F.R. Sec. 35.130\(b\)\(iv\) & \(d\)](#)].
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others [[29 C.F.R. Sec. 35.160\(a\)](#)].
- Must designate at least one responsible employee to coordinate ADA compliance [[28 C.F.R. Sec. 35.107\(a\)](#)]. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals [[28 C.F.R. Sec. 35.107\(a\)](#)].
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [[28 C.F.R. Sec. 35.106](#)]. The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis [[28 C.F.R. Sec. 104.8\(a\)](#)].
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [[28 C.F.R. Sec. 35.107\(b\)](#)]. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

D. Document Organization

Each MAPO partner agency's infrastructure, practices, and policies were inventoried and documented separately, given varying contexts and ownership. ADA Transition Plans were developed to meet the specific needs of each partner agency which are included in **Parts 2-7** of this document. The following outlines subsequent parts of this document as they pertain to each MAPO partner agency:

- **Part 2 – The City of Eagle Lake ADA Transition Plan and Inventory**
Eagle Lake has an estimated population of 2,710. The city contains:
 - 8.2 miles of sidewalk and trail

- 109 pedestrian ramps
- 8 crosswalks.
- **Part 3 – The City of Mankato ADA Transition Plan and Inventory**
Mankato has an estimated population of 40,900. The city contains:
 - 175 miles of sidewalk and trail
 - 3014 pedestrian ramps.
 - 86 bus stops
 - 287 traffic signal push buttons
 - 527 crosswalks
- **Part 4 – The City of North Mankato ADA Transition Plan and Inventory**
North Mankato has an estimated population of 13,450. The city contains:
 - 65 miles of sidewalk and trail
 - 1000 pedestrian ramps.
 - 14 bus stops
 - 46 traffic signal push buttons
 - 465 crosswalks
- **Part 5 –The City of Skyline ADA Transition Plan and Inventory**
Skyline has an estimated population of 300. The city contains no sidewalks or pedestrian ramps in the public rights-of-way.
- **Part 6 – Blue Earth County ADA Transition Plan and Inventory**
Blue Earth County has an estimated population of 66,500. The MAPO boundary contains only a portion of Blue Earth County including the cities of Mankato, Eagle Lake, and Skyline and surrounding townships. Blue Earth County opted to expand the Self-Evaluation and ADA Transition Plan processes to the rest of the County jurisdiction to take advantage of the process and build on the work already happening. Blue Earth County contains:
 - 49 miles of sidewalk and trail
 - 780 pedestrian ramps.
 - 90 traffic signal push buttons
 - 86 crosswalks
- **Part 7 – Nicollet County ADA Transition Plan and Inventory**
Nicollet County has an estimated population of 34,000. The MAPO boundary contains only a portion of Nicollet County including the City of North Mankato, and surrounding townships. Nicollet County opted to expand the Self-Evaluation and ADA Transition Plan processes to the rest of the County jurisdiction to take advantage of the process and build on the work already happening. Nicollet County contains:
 - 10 miles of sidewalk and trail
 - 160 pedestrian ramps.
 - 32 crosswalks

This document has been created to allow MAPO and its partner agencies to meet FHWA and DOJ requirements for ADA compliance to specifically cover accessibility within public rights-of-way and does not include information on agency programs, practices, or building facilities not related to public rights-of-way.

II. PUBLIC PARTICIPATION

A. Requirements

Under the 28 C.F.R Sec. 35.105 (b), “a public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the Self-Evaluation process by submitting comments.”

Additionally, the 28 C.F.R Sec. 35.105 (c) states “a public entity that employs 50 or more persons shall, for at least three years following completion of the Self-Evaluation, maintain on file and make available for public inspection:

1. A list of the interested persons consulted;
2. A description of areas examined and any problems identified; and
3. A description of any modifications made.

B. MAPO ADA Transition Plan and Inventory Activities

The MAPO and partner agencies have a desire to not only provide accessibility for all users but also to provide high quality infrastructure. Project staff met with the general public, area stakeholders, and agencies throughout the process. Public notice was also provided through various media. The following outlines public outreach that took place during this process:

1. MAPO Conference Calls: MAPO and partner agencies met via bimonthly teleconference to coordinate for project management initiatives. There were eight conference calls through the duration of the project.
2. Jurisdictional Policy Board Meetings: Project staff reported the results of each agency’s Self-Evaluation to respective policy boards. This included presentations to city councils and county boards to ensure they were aware of barriers to accessibility in infrastructure, policies, and practices.
3. Public Information Meetings: Two public information meetings were held in open house format to provide all interested citizens an opportunity to gain an understanding of the project and provide their feedback on barriers to accessibility in MAPO jurisdictions as well as facilities within Blue Earth County and Nicollet County outside of MAPO.
4. Stakeholder Meetings: Area stakeholders were contacted early in the process to gain an understanding of challenges groups or individuals face when accessing pedestrian infrastructure in public rights-of-way. This included individuals with disabilities, groups representing and assisting individuals

with disabilities, representatives from assisted living facilities, residents of area apartment complexes, etc. Various meetings were held with stakeholder groups in open house format as well as onsite meetings between project staff and specific individuals and groups. A stakeholder email list was set up to ensure continued communication with stakeholders throughout the process.

5. Public Notice: Other methods for public outreach were also employed including:
 - a. Project Websites: A project website was developed for the MAPO including links to agency specific sites active through the duration of the project. Each site contained information on project status, project contacts, grievance procedures, and upcoming events. MAPO partner agencies included links to their respective project website on their agency site.
 - b. Public Notices: Project related events were advertised to the public through website updates, newspaper release, and social media notice. A news release was posted at the beginning of infrastructure data collection activities for each agency to make citizens aware.

Appendix 1-A contains the following sections related to organizations contacted and public and stakeholder meeting summaries.

- Appendix 1-A.1 – Public Outreach (Stakeholders) Contact List
- Appendix 1-A.2 – Stakeholder Meeting Summaries
- Appendix 1-A.3 – Public Information Meetings Summaries

III. SELF-EVALUATION

A. Program Review - Infrastructure Data Collection

1. Overview

MAPO partner agencies are required, under Title II of the Americans with Disabilities Act (ADA) and 28 C.F.R Sec. 35.105, to perform a Self-Evaluation of current transportation infrastructure policies, practices, and programs. A Self-Evaluation identifies what policies and practices impact accessibility and examine how the agency implements these policies. The goal of the Self-Evaluation is to verify that, in implementing the agency's policies and practices, the department is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The Self-Evaluation also examines the condition of the agency's Pedestrian Circulation Route/Pedestrian Access Route (PCR/PAR) and identifies potential need for PCR/PAR infrastructure improvements. This will include the sidewalks, curb ramps, bicycle/pedestrian trails, traffic control signals, and transit facilities that are located within the agency public rights-of-way. Any barriers to accessibility identified in the Self-Evaluation and actions to remedy

identified barriers are set out in the agency specific transition plans in this document.

2. Methodology

The Self-Evaluation field data inventory began in mid September 2017 and ended in late August 2018. During this time, project staff inventoried components of the PCR/PAR environment using the latest GPS technology to collect field data for pedestrian infrastructure features. Data was imported into Esri ArcGIS for analysis, reporting, and mapping as part of the Transition Plan. ADA compliance criteria for the data inventory was based on MnDOT's standards and included a thorough quantitative and qualitative assessment of the following:

- **Pedestrian Ramps** – All pedestrian ramps were inventoried and evaluated for compliance. Data collected for each pedestrian ramp includes condition, dome type, landing size, ramp type, slope, detectable warning system, and other required compliance information. Maintenance issues include vertical discontinuity, gaps, steep cross slope, cracking, standing water, vegetation, spalling, and others as shown in **Appendix 1-B** of this document.

Ramps received one of the following condition ratings based on the above criteria:

- 1: Uniform slopes, no noticeable cracks, no vertical discontinuities, no spalling, joints intact
- 2: Uniform slopes, some cracks, vertical discontinuities less than 1/4", no spalling, joints intact
- 3: Gutter slope beyond flare flows back towards curb ramp at < 1.5%, some large cracks and minor spalling, noticeable vertical discontinuities, joints beginning to deteriorate
- 4: Gutter slope beyond flare flows back towards curb ramp at > 1.5%, many cracks, multi-directional, excessive spalling, excessive vertical discontinuities, joints badly deteriorated, > 1/2" vertical discontinuities

To achieve ADA-compliance, a pedestrian ramp must achieve a condition rating of 1 or 2 and also must exhibit the following:

- Running slope is less than or equal to 8.34%
- Cross slope is less than or equal to 2%
- Presence of a landing area greater than or equal to 4-feet by 4-feet and less than or equal to 2% cross slopes in all directions.
- An ADA-compliant detectable warning is present (i.e. truncated domes)

Pedestrian ramps receiving a condition rating of 3 or 4 and/or not exhibiting the above criteria are not compliant with ADA and are candidates for future reconstruction projects. The timeline for modification of each of these pedestrian ramps will depend on its priority ranking, correlation to planned projects, reasonable accommodation requests, and available funding. Pedestrian ramp replacement is anticipated to cost approximately \$4,000 per ramp which includes design and construction of one ramp. Compliant and non-compliant pedestrian ramp locations are identified in each agency's ADA Transition Plan.

- **Sidewalks and Trails** – Sidewalk and trail maintenance issues include vertical discontinuity, gaps, steep cross slope, cracking, standing water, vegetation, spalling, and others. Barriers to accessibility include items obstructing the PAR which could include hydrants, lighting/traffic signal poles, power poles, manhole/handhole, gate valves, and locations with a narrowed PCR/PAR among others (**Appendix 1-B**).

Sidewalks and trails received one of the following condition ratings based the above criteria:

- 1: Sidewalk is smooth with no vertical discontinuities
- 2: Sidewalk has vertical discontinuities less than 1/2 inch, and the surface is still passable
- 3: Sidewalk has vertical discontinuities more than 1/2 inch
- 4: Sidewalk is crumbling, has many cracks, and is unpassable for wheelchairs in many spots

To achieve ADA-compliance, a sidewalk or trail must achieve a condition rating of 1 or 2 and also must exhibit the following:

- Slope is less than 8.34%
- Cross slope is less than or equal to 2%

Sidewalk and trail segments exhibiting condition ratings of 3 or 4 and not exhibiting the above criteria are not compliant with ADA and are candidates for future reconstruction projects.

- **Crosswalks** – Crosswalks were evaluated for their general condition. Marked crosswalk locations were assessed for marking visibility issues and general pavement condition.
- **Traffic Signals** – Available pedestrian signals were inventoried for APS availability, walk signal availability or countdown timers, and push button location. Traffic signals were categorized as APS and Non-APS locations. Signals without APS were determined to be non-compliant.
- **Transit Stops and Shelters** – Transit stops and shelters were inventoried for location and accessibility. Inventory included the type of stop (sign, shelter,

bench, etc.), dimensions and slope of the boarding area (if present), connection to PAR, and general condition rating.

Transit stops received a condition rating based the above criteria. Ratings of 1 and 2 are generally compliant stops and ratings of 3 and 4 are non-compliant. Transit stop condition ratings are as follows:

- 1: Landing surface is smooth with no vertical discontinuities
- 2: Landing surface has vertical discontinuities less than 1/2 inch, and the surface is still passable
- 3: Landing surface has vertical discontinuities more than 1/2 inch
- 4: Landing surface is crumbling, has many cracks, and may be unpassable for wheelchairs

The data collection template was built in an Esri ArcGIS geodatabase format to give flexibility needed to use a variety of software solutions, including Collector for ArcGIS or Trimble TerraSync. Data collection methodology included using a combination of existing data for ADA asset locations available from MAPO and its jurisdictions and GPS data collection. Each community within MAPO manages ADA-related information separately.

3. Collection Timeframes

The following outlines the timeframes of each agency's Self-Evaluation:

- **Eagle Lake:** September 2017 – October 2017
- **Nicollet County:** October 2017 – November 2017
- **Skyline:** November 2017
- **North Mankato:** November 2017 – June 2018
- **Blue Earth County:** December 2017 – December 2018
- **Mankato:** June 2018 – August 2018

B. Policies and Practices Review

MAPO partner agencies are required, under Title II of the ADA and 28 C.F.R Sec 35.105, to perform a Self-Evaluation of policies, practices, and programs. The goal of Self-Evaluation is to verify that, in implementing the policies and practices, agencies are providing accessibility and not adversely affecting the full participation of individuals with disabilities. The Self-Evaluation identifies policies and practices that affect accessibility and examine agency implementation of these policies. The Self-Evaluation examines the condition of the agency's PCR/PARs and identifies any existing infrastructure needs. Accessibility barriers identified in Self-Evaluations are provided in respective agency Transition Plans in subsequent parts of this document.

1. Practices

Each agency's Self-Evaluation examined practices to understand barriers to accessibility. As additional information was made available regarding methods

of providing accessible pedestrian features, agencies updated their procedures to accommodate these methods.

2. Policy

A major goal for each MAPO partner is to continue to provide accessible pedestrian design features as part of their capital improvement projects. Agencies have established ADA design standards and procedures listed in their respective Transition Plans. These standards and procedures will be kept up to date with nationwide and local best management practices.

Maintenance of pedestrian facilities within the public rights-of-way will continue to follow the policies set forth by each agency. A breakdown of relevant policies can also be seen in each agency's transition plan.

IV. IMPLEMENTATION

A. Priority Areas

All intersections and roadway segments in MAPO partner agency jurisdictions were classified based on the following criteria:

Priority Level 1 – High Priority

- Locations exhibiting accessibility barriers identified through the public process by stakeholders and the general public.
- Locations and roadway segments serving Level 1 facilities including:
 - Government facilities (city, county, state);
 - Department of Motor Vehicles offices and License bureaus;
 - Public libraries;
 - Public and private primary and secondary schools (within a one-quarter mile radius from the school property);
 - Hospitals, health clinics and health centers (public and private);
 - Public housing and homeless shelters, including senior facilities and rehabilitation facilities;
 - Colleges, universities, and technical schools;
 - Transportation hubs (includes bus lines and transit stations);
 - Parks

For these high priority locations and roadway segments, field collection staff measured a variety of detailed accessibility and pedestrian data, as described in **Section III**.

Priority Level 2 – Medium Priority

- Locations and roadway segments serving Level 2 facilities including:
 - Central business districts, shopping malls, supermarkets and strip retail centers;
 - Churches and Places of Worship

- Major employment sites;
- Housing complexes, including apartments

For these medium priority locations and roadway segments, field collection staff measured a detailed variety of accessibility and pedestrian data.

Priority Level 3 – Lower Priority

- Single-family residential areas;
- Industrial areas;
- Other areas not classified as Priority Level 1 and 2

MAPO partner agencies used the priority ranking outlined above to create the plan and schedule for integrating ADA compliance projects in future street projects. Projects were broken down by street and distributed by priority level to create a fiscally responsible implementation (transition) plan for agencies to appropriately budget. The highest priority identified on a street defined the priority level for that street overall. For example, if a section of a street was within one-quarter mile of a school, the whole street received a priority level 1.

The larger cities of North Mankato and Mankato have a large amount of non-compliance to plan and budget for and placed improvement projects in short-term, mid-term, and long-term projects. The smaller community of Eagle Lake has created an annual implementation plan in which they will achieve compliance within an 15-year timeframe. Blue Earth County and Nicollet County have cost participation policy agreements with cities in their jurisdiction stating that cities are responsible for maintaining and improving all, or a portion of, pedestrian infrastructure on county facilities within their limits. The counties will work with each community in their jurisdiction to implement improvements identified in their respective transition plans.

B. External Agency Coordination

Many other agencies are responsible for pedestrian facilities within MAPO partner agency jurisdictions. MAPO partner agencies will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

C. Implementation Schedule

Each agency will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method is the stand alone sidewalk and ADA accessibility improvement project. These projects will be incorporated into the Capital Improvement Program (CIP) on a case by case basis as determined by agency staff.

D. Budget Information – Planning Level Costs

Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with. Listed below are representative 2018 costs for some typical accessibility improvements. These costs were used to generate planning level cost estimates for ADA improvement projects.

Unit Prices		
Description	Unit	Per Unit Cost
Pedestrian Ramp Construction	Corner Ramp	\$4,000
Traffic control signal APS upgrade retrofit	APS Equip.	\$15,000
Traffic control signal APS as part of new signal installation	APS Equip.	\$10,000
Sidewalk/Trail ADA improvement retrofit	Sq. Ft.	\$5.00
Bus Stop/Shelter ADA improvement retrofit	Bus Stop	\$4,000

E. Undue Financial Burden

Some ADA improvement projects can pose financial burdens on communities that are not justified. Consider the following example:

A portion of a sidewalk includes a driveway apron with a running slope exceeding 2% grade. The driveway apron running slope serves as the cross slope of the intersecting sidewalk which has a cross slope tolerance of <2% grade to maintain ADA compliance. The only option for achieving compliance is to purchase right-of-way from the adjacent property owner to remedy the issue.

Obtaining right-of-way is often controversial among property owners and can be cost prohibitive. While one or two instances of this may not pose a considerable financial burden, the burden is compounded when multiple instances occur and the costs add up. MAPO partner agencies plan to meet this challenge by ensuring future pedestrian infrastructure is constructed according to ADA standards from the start, ensuring the safety and accessibility of pedestrian infrastructure and avoiding future potential for undue financial burden.

Given the magnitude of non-compliance in the community, MAPO partner agencies feel the scheduling and prioritization set forth in this plan provides the most equitable, effective use of the each Agency's already constrained financial resources for bringing infrastructure into compliance. This includes performing what would be stand-alone ADA improvement projects in larger, programmed projects in agency CIP's or STIP projects beginning with areas of high priority. Infrastructure deficiencies have been carefully prioritized in this process based on areas of high pedestrian traffic, input from the public, and condition of facilities. If instances of non-compliance pose a major threat to those using pedestrian facilities, MAPO partner agencies will remedy deficiencies immediately upon becoming aware of the issue. All decisions surrounding priority will be data-driven, defensible, and will ensure an objective process that is documented in writing has been performed as the basis for those decisions.

Under the 23 CFR 35.150(a)(3), if a public agency believes and can demonstrate that a requested action to make a facility accessible would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial burden, *"...a public agency has the burden of proving that compliance with §35.150(a) would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion..."* (www.ecfr.gov).

V. ADA COORDINATOR

In accordance with 28 C.F.R Sec. 35.107(a), each agency has identified an ADA Title II Coordinator to oversee the agency's policies and procedures. Contact information for these individuals is located in respective agency ADA Transition Plans.

VI. GRIEVANCE PROCEDURE

In accordance with 28 C.F.R Sec. 35.107(b), each MAPO partner agency has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizen complaints, concerns, comments, and other grievances. A grievance procedure for each agency is outlined in their respective ADA Transition Plans along with a published draft of responsibilities in regards to the ADA.

VII. MONITOR THE PROGRESS

MAPO will work with partner agencies to update this document as needed to reflect a unifying approach to complying with ADA and providing accessible pedestrian infrastructure. The appendices in each agency's ADA Transition Plan will be updated periodically to account for improvements, while the main body of the document will be updated within three to five - ten years with a future update schedule to be developed at that time. With each main body update, a public comment period will be established to continue public outreach.

Appendix 1-A: Public Participation

Appendix 1-A.1: Public Outreach (Stakeholders) Contact List

I. Public Outreach Contact List

Various groups representing individuals with disabilities were contacted and notified about this process and were provided an opportunity to attend meetings and provide comments on the various agency websites. The following is a listing of the groups contacted throughout the process for all agencies:

- SMILES Center for Independent Living (CIL)
- Region 9 Development
- Blue Earth and Nicollet Counties
 - Blue Earth County Human Services
 - Hearing Loss Support Group
 - Minnesota Valley Action Council
 - MRCI Work Source
 - Lifeworks
 - Leisure Education for Exceptional People (LEEP)
 - Minnesota Autism Center
 - Community Education Access Program
 - Community Transition Interagency Committee
- Legalaid
- Minnesota State University, Mankato Accessibility Resources Group
- Greater Mankato Area United Way
- Ark South West Housing
- Different Drummer Dance Club
- Statewide Health Improvement Program (SHIP)
- VINE Faith in Action
- Assisted Living Facilities
 - Vista Prairie at Monarch Meadows
 - Oak Terrace Senior Living of North Mankato
 - Ecumen Pathstone Living
 - Hillcrest Rehabilitation Center
 - Laurels Peak Rehabilitation Center
 - Cottagewood Senior Communities
 - Harry Meyering Center
 - Progressive Living
 - Meridian Senior Living
 - Willow Brook Senior Co-OP
 - Old Main Village
 - Home Instead Senior Care
- Area Apartment Complexes
 - Gus Johnson Plaza
 - Durham Apartments

Appendix 1-A.2: Stakeholder Meeting Summaries



**MAPO ADA Transition Plan and Inventory
Stakeholder Meeting #1
November 9, 2017
Intergovernmental Center – Mankato Room**

Purpose:

The purpose of the MAPO ADA Transition Plan and Inventory Stakeholder Meeting was twofold. First, it provided individuals with disabilities, and organizations representing individuals with disabilities, information on the planning process. Second, it gave opportunity for the public to provide input on locations in the sidewalk and trails system that pose barriers to safe and efficient access.

Attendees:

Meeting #1 – November 9 th @ 1:00pm	
Name	Organization
Bob Platz	Life Works
Carol Clark	VINE Faith in Action
Vickie Apel	SMILES Center for Independent Learning
Mandy Hunecke	LEEP
Lacey Wegner	SMILES Center for Independent Learning
John Aaker	Citizen with Disabilities
Gretchen Bohl	Blue Earth County Public Health/SHIP
Emily Weins	MRCI WorkSource
Jerry	Citizen with Disabilities
Julie	Citizen with Disabilities
Mark Anderson	Transit - City of Mankato
Charles Androsky	Transportation Planner, MAPO
Paul Vogel	Executive Director, MAPO
Angie Bersaw	Senior Transportation Planner, Bolton & Menk, Inc.
John Shain	GIS Project Manager, Bolton & Menk, Inc.
Pete Lemke	Senior Project Manager, Bolton & Menk, Inc.
Matt Lassonde	Transportation Planner, Bolton & Menk, Inc.

Materials Presented:

The meeting was set up in an open house format giving attendees the opportunity to view materials and visit with project staff at their leisure. The following materials were made available at the meeting:

- **Boards**
 - ADA Transition Plan and Inventory Purpose and Need
 - Project Schedule
 - Code of Federal Regulations (28 CFR 35)
 - Pedestrian Ramp Elements
 - Compliant vs. Non-Compliant Ramps
 - Maps of Agency Infrastructure
- **Sign-In Sheets**
- **Comment Forms**

- Tablets for Entering Information Electronically
- Table Layouts of MAPO Area Aerial Photographs
- ADA Design and Construction Technical Guidance Documents

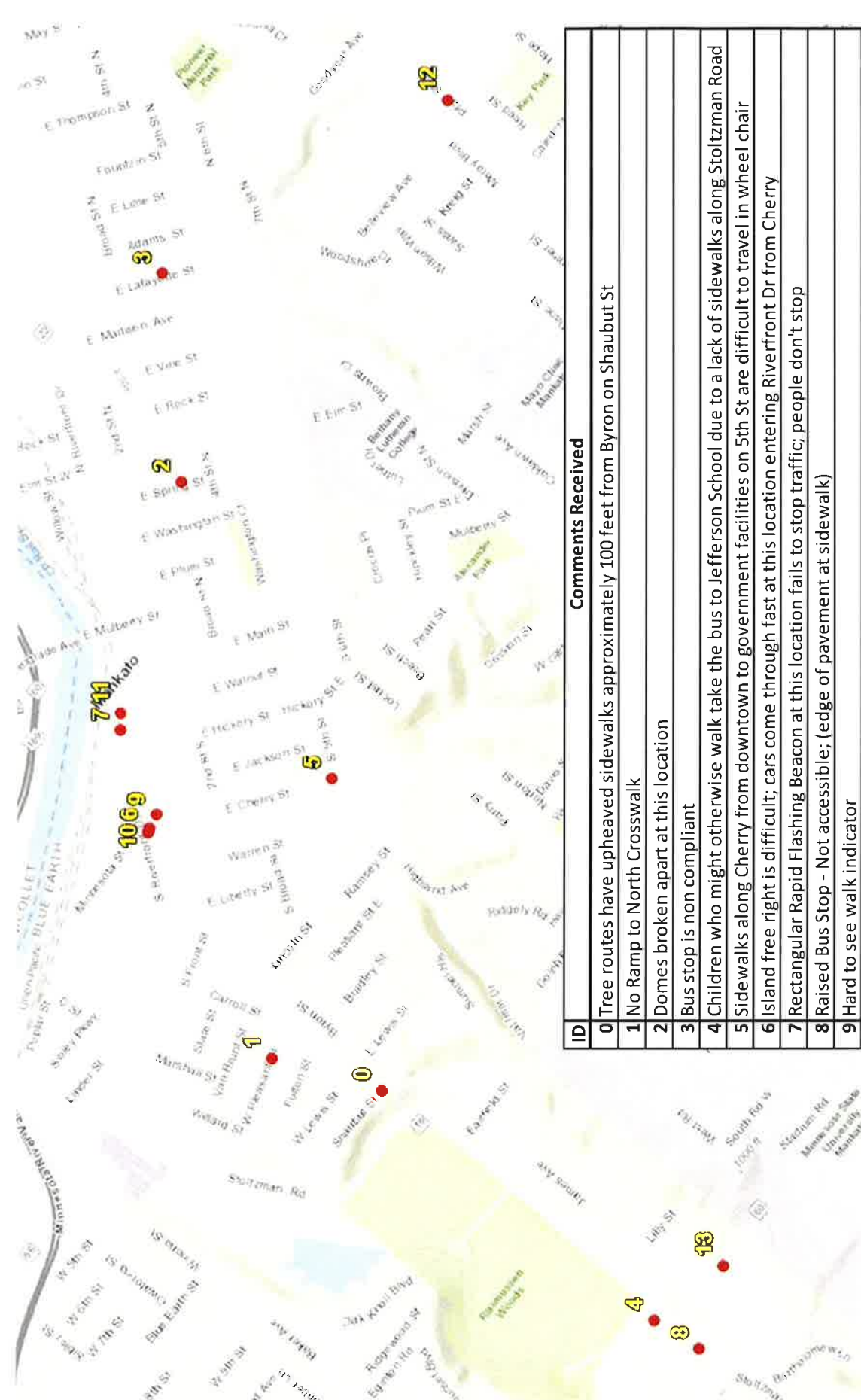
Comments Received:

Public input was collected throughout the duration of the meeting through discussions with staff. The following summarizes public comments collected:

Sidewalks and Trails in General: Participants had the following concerns and comments addressing the sidewalk and trails systems.

- ***Signals:*** Several participants suggested that the duration of the pedestrian walk signal phase does not provide enough time for them to cross the road. One suggested that there are added challenges for her as she has not only physical disabilities, but also mental which slows her reaction time. By the time she has a chance to react and get her chair moving during the crossing cycle, time has already run out. Staff suggested, and participants agreed, a possible solution might be having two buttons for activating the pedestrian walk signal. One button would operate as it does today and provide the standard crossing time, and the second button would provide an extended length of time for the pedestrian phase. Another complaint was that signal pushbuttons are not accessible in many locations.
- ***Crosswalks:*** Participants mentioned that drivers stop vehicles within the crosswalks and do not provide space for pedestrians to cross. Consistency in driver training was brought up here. Comments also identified that drivers were not stopping for pedestrians in the crosswalk as required by state law.
- ***Snow Removal:*** The City and property owners clear snow from sidewalks but don't clear pedestrian ramps to access the walk. Also, snow gets trapped in truncated domes on ramps when they are cleared which causes slippery conditions for people walking. The domes don't allow for all snow to get cleared away.
- ***Gutters:*** One participant mentioned that the wheels on his chair get stuck on gutters prior to entering pedestrian ramps. The gutter profile provides a raised bump.

Location Based Comments: The map and table on the next page illustrates location specific comments received by participants at the meeting



Comments Received	
ID	
0	Tree routes have upheaved sidewalks approximately 100 feet from Byron on Shaubut St
1	No Ramp to North Crosswalk
2	Domes broken apart at this location
3	Bus stop is non compliant
4	Children who might otherwise walk take the bus to Jefferson School due to a lack of sidewalks along Stoltzman Road
5	Sidewalks along Cherry from downtown to government facilities on 5th St are difficult to travel in wheel chair
6	Island free right is difficult; cars come through fast at this location entering Riverfront Dr from Cherry
7	Rectangular Rapid Flashing Beacon at this location fails to stop traffic; people don't stop
8	Raised Bus Stop - Not accessible; (edge of pavement at sidewalk)
9	Hard to see walk indicator
10	Manhole in PAR
11	Sidewalk ends at this location
12	Curb Cut too narrow for chair to access
13	Laurels Edge Assisted Living - No Sidewalk on south side of Stadium Rd





MAPO ADA Transition Plan and Inventory SMILES Group Stakeholder Meetings December 20 and 21, 2017 @ 10:00 am



Real People. Real Solutions.

Meeting Summary

Purpose:

Project staff met with members from the SMILES Center for Independent Living (CIL) on December 20, 2017 at the Gus Johnson Plaza and on December 21, 2017 at the Durham Apartment building, both in Mankato, MN. These meetings were a follow to the MAPO ADA Transition Plan and Inventory Stakeholder Meeting held on November 9th in which members of the SMILE CIL group attended.

Project staff had an opportunity to sit in a SMILES regular meeting among members and solicit feedback on locations in the community that pose barriers to pedestrian infrastructure accessibility.

Attendees:

There were roughly 8 – 12 participants for each meeting. Below is a list of those who signed in.

Name	Organization
Lacey Wegner	SMILES Center for Independent Learning
David & Doris Bruender	Gus Johnson Plaza Residents
Margaret Caven	Gus Johnson Plaza Resident
Georganne Kramer	Gus Johnson Plaza Resident
Lois Tietz	Gus Johnson Plaza Resident
Carol McGinnis	Gus Johnson Plaza Resident
Todd Bode	Gus Johnson Plaza Resident
Connie Sheldon	Gus Johnson Plaza Resident
Ruth Krichne	Gus Johnson Plaza Resident
B.W. Bunkel	Gus Johnson Plaza Resident
Monica Stensby	Gus Johnson Plaza Resident
Susan Hahn	Gus Johnson Plaza Resident
Richard Reisdorf	Gus Johnson Plaza Resident
Julie	Durham Apartments
Matt Lassonde	Transportation Planner, Bolton & Menk, Inc.

Materials Presented:

Project staff led the discussion with project related information such as the purpose and scope and asked for feedback from participants.

Comments Received:

Input was collected from the group throughout the conversations. Location specific comments were entered into a mapping application for ease of integration into the Self-Evaluation process. Other comments are documented below:

General Comments:

Signals

- Buttons are often too high, out of the way and hard to reach, or don't work.
- Timing with APS is often too short.
- APS automated voice is often not loud enough to hear over traffic
- Crossing Second Street between Madison Street and Main Street is difficult as there are no lights to assist.

Sidewalks

- Sidewalk patterns including cobblestone, pavers, and stamped concrete are a nuisance to those in wheelchairs. Patterns cause excessive vibration that is uncomfortable while riding and shakes personal items loose from chairs. Patterns also cause/contribute to wheel chair maintenance issues.
 - As a side note to this, those at the meetings suggested that it takes an enormous amount of time to get items they need to repair chairs or have them fixed.
- Sidewalks along Second Street are raised and uneven on both sides of the street. Have fallen twice just walking in the summertime. My husband has taken to the street in his wheel chair because it's easier to move along.

Pedestrian Ramps

- Some would like to see pedestrian ramps painted different colors so that they can see them from a distance to see where access is.

Bus Shelters

- Some would like to see more bus shelters



ID #	ADA_Feature	Comments
3	Ped Ramp	Dangerous Ped Ramp
5	Sidewalk	heaved
6	Sidewalk	would like to see bus shelter for those waiting
8	Ped Ramp	Curb cuts and crosswalks from Gus Johnson crossing 4th St and crossing to Washington Park - Broken up, chunks of pavement out, etc.
10	Signal	Signal timing too short
11	Signal	Traffic light too short
12	Signal	Signal Timing too short
14	Other	Signal Timing Too Long
15	Ped Ramp	Not compliant
16	Other	Doors inside the Intergovernmental Center are not compliant
18	Sidewalk	Slanted sidewalk near Cakery
19	Signal	Flasher for Civic Center - No one stops - Resident of Gus Johnson Plaza hit at crossing
20	Signal	Signal timing and island non-compliant - Utility pole in middle of island
21	Crosswalk	People and cars conflict when crossing to Hyvee.
22	Bus Stop	Access to the bus stop is limited - No Pedestrian Ramp
23	Crosswalk	Cray Mansion Crossing is difficult
24	Crosswalk	Cherry Ridge Apartment Entrance difficult to cross in wheelchair. Ramps are tough to navigate

Appendix 1-A.3: Public Information Meeting Summaries



**MAPO ADA Transition Plan and Inventory
Open House #1
January 31, 2018 6:00 to 8:00 pm**



Real People. Real Solutions.

Meeting Summary

Purpose:

The Mankato/North Mankato Area Planning Organization (MAPO) and partner agencies, including the cities of Eagle Lake, Mankato, North Mankato, Skyline, as well as Nicollet and Blue Earth counties, held a public information meeting to provide information on efforts to complete an American with Disabilities Act (ADA) Transition Plan and Inventory.

Participants at the meeting had a chance to:

- Gain an understanding of ADA law requiring MAPO and partner agencies to complete an ADA Transition Plan and Inventory.
- Provide feedback to help project staff identify locations of barriers to accessibility that will become high priority for future projects.
- Receive information on avenues to stay informed and further contribute to the process.

Attendance:

Approximately 20 interested citizens and agency staff attended the open house.

Materials Presented:

The following materials were available for public review and comment:

- Table map layouts of each agency jurisdiction and relevant pedestrian infrastructure.
- Project information handout and contact list
- Presentation at 6:30 pm
- Information boards including:
 - Purpose and Need
 - Schedule
 - Pedestrian Ramp Elements
 - Code of Federal Regulations Law
 - Compliant vs. Non-Compliant Infrastructure
 - Agency Specific Infrastructure
- Comment Forms
- Sign-In Sheet

Comments Received:

Comments were received through written comments submitted and discussion with Agency staff. Location specific comments were also entered into a mapping application for ease of

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Bolton & Menk is an equal opportunity employer.

Remove Barriers and Ensure Accessibility for All Users

integration into the Self-Evaluation process. Other comments are documented below:

Infrastructure Specific Comments:

Bus Shelters

- One requested a bus shelter at bank near Buffalo Wild Wings.

Crosswalks

- One participant suggested that crosswalks have no detectable warnings on the sides of the walk; her visually impaired children tend to veer off the path and into traffic because they don't know the constraints of the crossing.
- Second Street and Broad Street; Crosswalks difficult to navigate; Traffic Speeds are high

General Comments:

- One participant made the following statements:
 - How do we promote being good community members and what is it neighbors/neighborhoods can do to help with pedestrian transportation? Not everything can be funded by the local government.
 - Can neighborhood associations be more focused on identifying/reporting problem areas?
 - Failure to clear sidewalks is not all out of intentional neglect; some people have all they can do just to remain in their homes; what affordable resources exist to help people? The VINE often has a "full list" and cannot accept more people.
- Several participants would like to see more enforcement on snow removal on sidewalks and ramps. MAPO staff ensured the group that efforts are ramping up on enforcement, at least in Mankato. Project staff suggested they would be reviewing snow removal policies as part of the project.
- Build a trail in front of the bus garage on Victory Drive, south of Hoffman Road.
- Few people yield to pedestrians in crosswalks. Pedestrians are well accommodated on MSU campus so why not in the rest of the City. They suggested more education/reminders regarding crosswalk right of way, and even enforcement.
- The driveway in front of City Hall better accommodated people with disabilities. Difficult to get to front entrance now.
- The berm on the north side of Sibley Park is too steep for people with disabilities to get to the park.
- No Handrail at the Civic Center – people with sight, back, knee and balance problems can't attend events.
- There is no transportation to events at night or weekends when MSU is not in session.
- No access to Urgent Care when needed; Vine, Handicap bus, and others need 24 hour advance notice. Some have issues needing only see a doctor, not the

emergency room. Cabs cost \$20.00 both there and back; trip to pharmacy costs \$10.00 (without waiting). This trip is from Sibley Parkway Apartments to Wickersham Health Campus.

- No access to New Ulm Medical Clinic (Alina) – AMV won't transport people with disabilities to and from the clinic. This is the closest clinic with a specialist for arthritis. VINE only operates at certain days and times and buses are not accessible for all disability issues.
- Lack of Handicap parking throughout downtown; people who can walk only limited amount of time have no easy access.
- No handicap bus service for people after bar closing.
- No handicap taxi service.
- No accessibility for people at City Council Meeting. Curb cut at City Hall.
- Consider revising median on Victory Drive at Marwood Drive.



MAPO ADA Transition Plan and Inventory
Open House #2
March 6, 2018 3:00 to 6:00 pm



Meeting Summary

Purpose:

The Mankato/North Mankato Area Planning Organization (MAPO) and partner agencies, including the cities of Eagle Lake, Mankato, North Mankato, Skyline, as well as Nicollet and Blue Earth counties, held the second public information meeting to provide information on efforts to complete an American with Disabilities Act (ADA) Transition Plan and Inventory.

Participants at the meeting had a chance to:

- Gain an understanding of ADA law requiring MAPO and partner agencies to complete an ADA Transition Plan and Inventory.
- Provide input on deficiencies identified in the field inventory.
- Provide input on the draft ADA Transition Plans for each MAPO partner agency.
- Learn about next steps including plan approval by MAPO and adoption by partner agencies.

Attendance:

Approximately 21 interested citizens and agency staff attended the open house.

Materials Presented:

The following materials were available for public review and comment:

- Draft ADA Transition Plans for each MAPO Partner Agency
- Table map layouts of each MAPO partner agency's facilities with compliance rating.
- Project information handout
- Presentation
- Information boards including:
 - Purpose and Need
 - Pedestrian Ramp Elements
 - Code of Federal Regulations Law
 - Compliant vs. Non-Compliant Infrastructure
- Comment Forms
- Sign-In Sheets

Comments Received:

Comments were received from participants through written comments submitted and discussion with Agency staff. Location specific comments were also entered into a mapping application for ease of integration into the Self-Evaluation process. Other comments are documented below:

1. Infrastructure Specific Comments:

a. Pedestrian Ramps

- i. One participant mentioned that the intersection of Riverfront Drive and 3rd Avenue had one corner reconstructed while across the street remains non-compliant. They thought all corners of an intersection should be reconstructed when any of an intersections corners are reconstructed. MAPO Staff recommended this become a policy recommendation for partner agencies. Project staff has included in draft ADA Transition Plans

b. Crosswalks

- i. One suggested the crossing at the post office on 2nd Street and Jackson Street has been slippery this winter. The faux brick pattern should be textured.
- ii. One mentioned the crossing at Liberty Street and 2nd Street is challenging for those with mobility issues.

c. Sidewalk

- i. One mentioned the sidewalk in front of Joseph's Liquor is badly heaved. Staff has confirmed a panel is heaved at this location and has added as a barrier to accessibility. 4th Street is a short-term priority for the City of Mankato.

d. Traffic Lights

- i. Safety Island @ Cherry Street and Riverfront Drive is challenging for those with mobility issues.
- ii. Some requested replacing the pedestrian flasher at the Riverfront Drive crossing to the Verizon Center with a flashing red light. Many have suggested this is a dangerous crossing scenario and drivers consistently don't stop in all four lanes for pedestrians crossing. Flashing beacon is not effective.

e. All Pedestrian Facilities

- i. A resident confined to a wheel chair requested that Lookout Drive near Cliff Court and Marie Lane become a higher priority for North Mankato. She has difficulty walking her dog on deficient infrastructure surrounding that area. Project staff said they would work with North Mankato to identify that infrastructure for short-term implementation.

f. Policy

- i. One participant requested that MAPO partner agencies work with owners of properties containing apartment buildings or other high pedestrian traffic locations to ensure they are improving access to their buildings where necessary when adjacent facilities in the public right-of-way are being improved. Project staff has included this in policy recommendations for MAPO partner agency plans.

2. Other General Comments:

- a. A participant suggested installing automatic door openers in the Mankato

Intergovernmental Center for wheelchair accessibility near the City Council Chambers.

- b. A participant mentioned that the men's bathroom in the Verizon Center addition isn't accessible for larger power wheel chairs.
- c. One participant suggested that project implementation be coordinated with Safe Routes to School Plans. Staff will consider this during final implementation plan development.
- d. SMILES CIL representatives mentioned the Durham Apartments and the Gus Johnson Plaza need to be high priority as residents have mobility challenges.

Appendix 1-B: Self-Evaluation – Commonly Identified Deficiencies and Obstructions

I. Appendix 1-B: Self-Evaluation – Commonly Identified Deficiencies and Obstructions

Figure 1-B.1 – Commonly Identified Deficiencies



Vertical Discontinuity



Horizontal Discontinuity



Cross Slope



Cracking



Ponding



Vegetation



Spalling

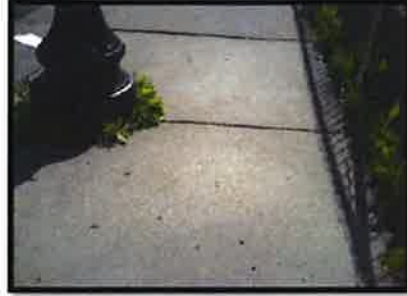


Vertical Slope

Figure 1-B.2 – Sidewalk Obstruction Examples



Fire Hydrant



Lighting Pole



Traffic Signal Handhole



Traffic Signal Pole



Utility Pole



Water Gate Valve

MAPO ADA TRANSITION PLAN AND INVENTORY

PART 4 – CITY OF NORTH MANKATO ADA TRANSITION PLAN AND INVENTORY

Table of Contents

PART 4 – City of North Mankato ADA Transition Plan and Inventory	i
I. Introduction	1
A. City of North Mankato	1
II. Public Outreach.....	1
III. Self-Evaluation Results.....	1
A. Review of Programs	1
B. Review of Policies and Practices	2
IV. Implementation Plan	4
A. Priority Areas	4
B. External Agency Coordination	4
C. Schedule and Budget	4
V. ADA Coordinator	5
VI. Grievance Procedure	5
VII. Monitor the Progress	5

Appendix

Appendix 4-A: Self-Evaluation – Program Review

Appendix 4-B: Self-Evaluation – Policy and Practice Review

Appendix 4-C: ADA Transition Plan Projects referenced from the City of North Mankato Capital Improvements Plan

Appendix 4-D: Public Outreach Results

Appendix 4-E: Greivance Procedure

Appendix 4-F: Contact Information

Appendix 4-G: ADA Design Standards and Procedures

I. INTRODUCTION

A. City of North Mankato

The City of North Mankato is a partner agency of the Mankato/North Mankato Area Planning Organization (MAPO) and has completed a Self-Evaluation and developed an ADA Transition Plan as part of the overarching MAPO ADA Transition Plan effort. This “Part 4 – City of North Mankato ADA Transition Plan and Inventory” has been developed solely for the City of North Mankato and includes information, data, and recommendations relevant to the City’s interests and those of the MAPO. The City of North Mankato adopts “Part 1 – MAPO Partner Agency Requirements and Project Purpose” of the MAPO ADA Transition Plan and Inventory overarching document and associated appendices concurrent with the adoption of “Part 4 – City of North Mankato ADA Transition Plan and Inventory.” Part 1 accomplishes the following:

- Provides requirements mandated by ADA law for all agencies
- Introduces MAPO Partners
- Outlines public participation initiatives
- Provides the methodology used for agency Self-Evaluation
- Provides the methodology used for prioritization strategies for implementation.

II. PUBLIC OUTREACH

The following summarizes public outreach for the City of North Mankato:

- **Grievance Procedure:** In compliance with 28 C.F.R. Sec. 35.107, the City has established the grievance procedure to receive future comments and concerns regarding barriers to accessibility. This can be seen in **Appendix 4-E** and is further detailed in **Section VII** below.
- **Public Information Meetings:** Project staff solicited feedback from the community on issues pertaining to ADA deficiencies within the community and initiatives for Transition Plan development while attending two public information meetings that took place on January 31, 2018 and March 6, 2019. See **Appendix 1-A** for summaries of those meetings.
- **City Website:** This document was available for public comment online between the dates of February 6, 2019 to March 20, 2019. A summary of comments received and detailed information regarding the public outreach activities are located in **Appendix 4-D**.

III. SELF-EVALUATION RESULTS

A. Review of Programs

The review of programs for the City of North Mankato’s Self-Evaluation began in September 2017 and was completed in June 2018. During that time project staff inventoried 65 miles of sidewalk/trail, 1000 locations where pedestrian ramps exist

or should exist, 465 crosswalks, 15 bus stops, and 46 traffic signal push button locations for barriers to accessibility. **Table 4-1** summarizes the results of the Self-Evaluation infrastructure data collection completed within the City of North Mankato public rights-of-way.

A full report of the results of the Self-Evaluation assessing infrastructure compliance can be seen in **Appendix 4-A**.

Table 4-1. City of North Mankato Self-Evaluation Infrastructure Data Collection Results		
Infrastructure Type	% Compliant	Summary
Pedestrian Ramps	33%	<ul style="list-style-type: none"> • 1000 total pedestrian ramps • 334 (33%) are compliant • 666 (67%) are non-compliant
Sidewalks	76%	<ul style="list-style-type: none"> • 65 total miles of sidewalk/trail • 370 accessibility barriers were identified • 49 miles of sidewalk/trail (76%) are compliant • 15 miles of sidewalk/trail (24%) are non-compliant
Bus Stops	27%	<ul style="list-style-type: none"> • 14 total Bus Stops • 4 are compliant (27%) • 11 are non-compliant (73%)
Traffic Signal Push Buttons with APS	35%	<ul style="list-style-type: none"> • 46 total Traffic Signal Push Button Locations • 30 are not Accessible Pedestrian Signals (APS) (65%)
Crosswalks	99%	<ul style="list-style-type: none"> • 465 crossings have marked crosswalks • 99% of crossings are compliant • 1% of crossings are non-compliant

B. Review of Policies and Practices

1. Previous Practices

Since the adoption of the ADA, the City of North Mankato has striven to provide accessible pedestrian features as part of street construction and reconstruction projects. As additional information was made available as to the methods of providing accessible pedestrian features, the City updated their procedures to accommodate these methods.

2. Policy

The City of North Mankato's goal is to continue to provide accessible pedestrian design features as part of street construction and reconstruction projects. The City will reference ADA design standards and procedures listed in **Appendix 4-G**. These standards and procedures provide the preferred standard for ADA compliance in Minnesota and will serve as the primary guidance for all future projects.

The City will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The City will coordinate with external agencies to ensure that all new or altered pedestrian facilities

within the City's jurisdiction are ADA compliant to the maximum extent feasible. Requests for accessibility improvements can be submitted to the City of North Mankato's ADA Coordinator. Contact information for ADA Coordinator is located in **Appendix 4-F**.

Maintenance of pedestrian facilities within the public rights-of-way will continue to follow the policies set forth by the City. A review of relevant policies can be seen in **Appendix 4-B** which includes the following:

- City of North Mankato Comprehensive Plan
- City of North Mankato Complete Streets Plan & Policy
- Pavement Management Plan
- Safe Routes to School Plan
- City of North Mankato Sidewalk Installation & Maintenance Policy
- City of City of North Mankato City Code

New Construction

All new street construction projects with pedestrian accommodations will be designed and constructed to conform with the most current ADA guidance and design practices to the maximum extent feasible.

Reconstruction Projects:

All City street reconstruction projects with pedestrian accommodations will be designed and constructed in accordance with the most current ADA guidance and design practices to the maximum extent feasible.

Rehabilitation/Resurfacing projects

All City rehabilitation and resurfacing projects will include accessible pedestrian curb ramps as needed to provide access to existing pedestrian facilities (i.e. walks/trails) at locations where they do not currently exist. Improvements to existing pedestrian ramps will be addressed on a case by case basis. High priority areas such as those in close proximity to specific land uses (i.e. schools, government offices, and medical facilities) will be given additional consideration. Improvements will be undertaken at the discretion of the City Public Works Director.

Stand Alone Projects.

As grant funding opportunities are available, independent ADA projects may be undertaken by the City. A brief engineering study will be performed where candidate sites will be evaluated on facility condition, pedestrian volumes, public safety, public benefit and improvement costs as well as the ability to provide alternative barrier removal options.

A full ADA compliance assessment of policies and practices is included in **Appendix 4-B**.

IV. IMPLEMENTATION PLAN

A. Priority Areas

The City of North Mankato identified specific locations as priority areas for planned accessibility improvement projects based on criteria identified in **Part 1-Section IV**. These areas have been selected due to their proximity to specific land uses consistent with higher levels of pedestrian traffic, from the receipt of public comments, as well as areas exhibiting high levels of non-compliance. The priority areas as identified in the 2017-2018 Self-Evaluation will be programmed into North Mankato's CIP as project needs arise and/or public preference dictates.

Additional priority will be given to any location where an improvement project or alteration was constructed after January 26, 1991, and accessibility features were omitted.

B. External Agency Coordination

Many other agencies are responsible for pedestrian facilities within the jurisdiction of the City of North Mankato. The City will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

C. Schedule and Budget

The City of North Mankato will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method is the stand alone sidewalk and ADA accessibility improvement project. These projects will be incorporated into the Capital Improvement Program (CIP) on a case by case basis as determined by the City of North Mankato staff. The City CIP, which includes a detailed schedule and budget for specific improvements, is included in **Appendix 4-C**.

The City anticipates allocating approximately \$120,000 per year toward ADA improvements identified in **Appendix 4-A**. Improvements have been identified as short-term improvements (2019-2028), mid-term improvements (2029-2038), and long-term improvements (2039 and later) for implementation based on the previously described prioritization process and annual budget constraints. The City anticipates the following implementation benchmarks:

- After 10 years, 26% of accessibility features identified in this plan would be ADA compliant. Including the highest priority locations.
- After 20 years, 52% of accessibility features identified in this plan would be ADA compliant.
- After 30 years, 78% of accessibility features identified in this plan would be ADA compliant.
- After 40 years, 100% of accessibility features identified in this plan would be ADA compliant.

Improvements will be coordinated with the City's annual budget and 5-year Capital Improvements Plan, and its long-term maintenance effort.

V. ADA COORDINATOR

In accordance with 28 C.F.R Sec. 35.107(a), the City of North Mankato has identified an ADA Title II Coordinator to oversee the City's policies and procedures. Contact information for this individual is located in **Appendix 4-F**.

VI. GRIEVANCE PROCEDURE

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities in regards to the ADA. If users of The City of North Mankato facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance.

In accordance with 28 C.F.R. Sec. 35.107(b), the City has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. This draft of the public notice and the City of North Mankato's grievance procedure is outlined in **Appendix 4-E**.

VII. MONITOR THE PROGRESS

This document will be updated as needed to reflect the City of North Mankato's approach to complying with ADA and providing accessible pedestrian infrastructure. The appendices in this document will be updated periodically to account for improvements, while the main body of the document will be updated within ten years with a future update schedule to be developed at that time. With each main body update, a public comment period will be established to continue the public outreach.

Appendix 4-A: Self-Evaluation – Program Review

I. **Appendix 4-A: City of North Mankato, MN Self-Evaluation – Program Review**

A. Review of Programs

The City of North Mankato inventoried pedestrian ramps and sidewalks within the public rights-of-way beginning in November of 2017 and ending in July 2018. The following provides the results of that inventory:

1. Pedestrian Ramps

The City of North Mankato has 1000 locations where pedestrian ramps exist or should exist within its public rights-of-way. These locations were inventoried for ADA compliance based on (1) whether a pedestrian ramp was present and (2) if compliance criteria outlined in **Part 1 Sec. III** were met. 333 (33%) of the locations were reported to be compliant and 667 (67%) were reported to be non-compliant.

2. Sidewalks/Trails

The sidewalks and trails within the City of North Mankato public rights-of-way were inventoried and evaluated to determine existing compliance with ADA and to identify existing obstructions based on compliance criteria outlined in **Part 1**. Of the 65 miles of sidewalk evaluated, 15 miles had a condition rating of three or four meaning they exhibited instances of non-compliance along their length and require further evaluation and remedial action. 366 accessibility barriers, or obstructions, were also present along sidewalks and trails.

3. Crosswalks

Crosswalks were inventoried and evaluated for the quality of markings. Nine crosswalks were identified as non-compliant due to markings that were faded or partially removed.

4. Traffic Signals

46 traffic signals were evaluated for the presence of Accessible Pedestrian Signal (APS) technology. Each pedestrian crossing push button location was inventoried as a separate location and identified as non-compliant if APS technology was not present. Of 30 locations were without APS technology.

5. Bus Stops

Bus stops were evaluated for connection to PAR and sufficient landing and loading areas. If a stop is not able to be accessed by an accessible pedestrian access route, or if a grass boulevard or similar facility poses a barrier for those with disabilities to access transportation, the stop was identified as non-compliant. 11 were identified as non-compliant.

Compliant and non-compliant pedestrian infrastructure is illustrated in **Figures 4-A.1 through 4-A.10**. The timeline for replacement of these sidewalks will depend on priority ranking, correlation to planned projects, reasonable accommodation requests, and available funding. A detailed list of these instances may be obtained upon request to the City of North Mankato ADA Coordinator (**Appendix 4-F**).

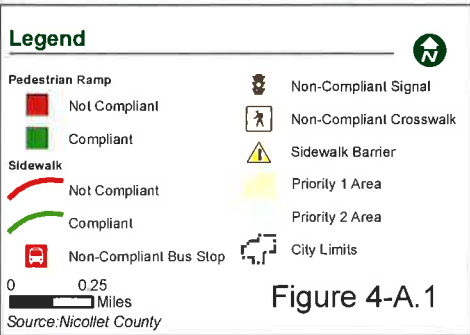
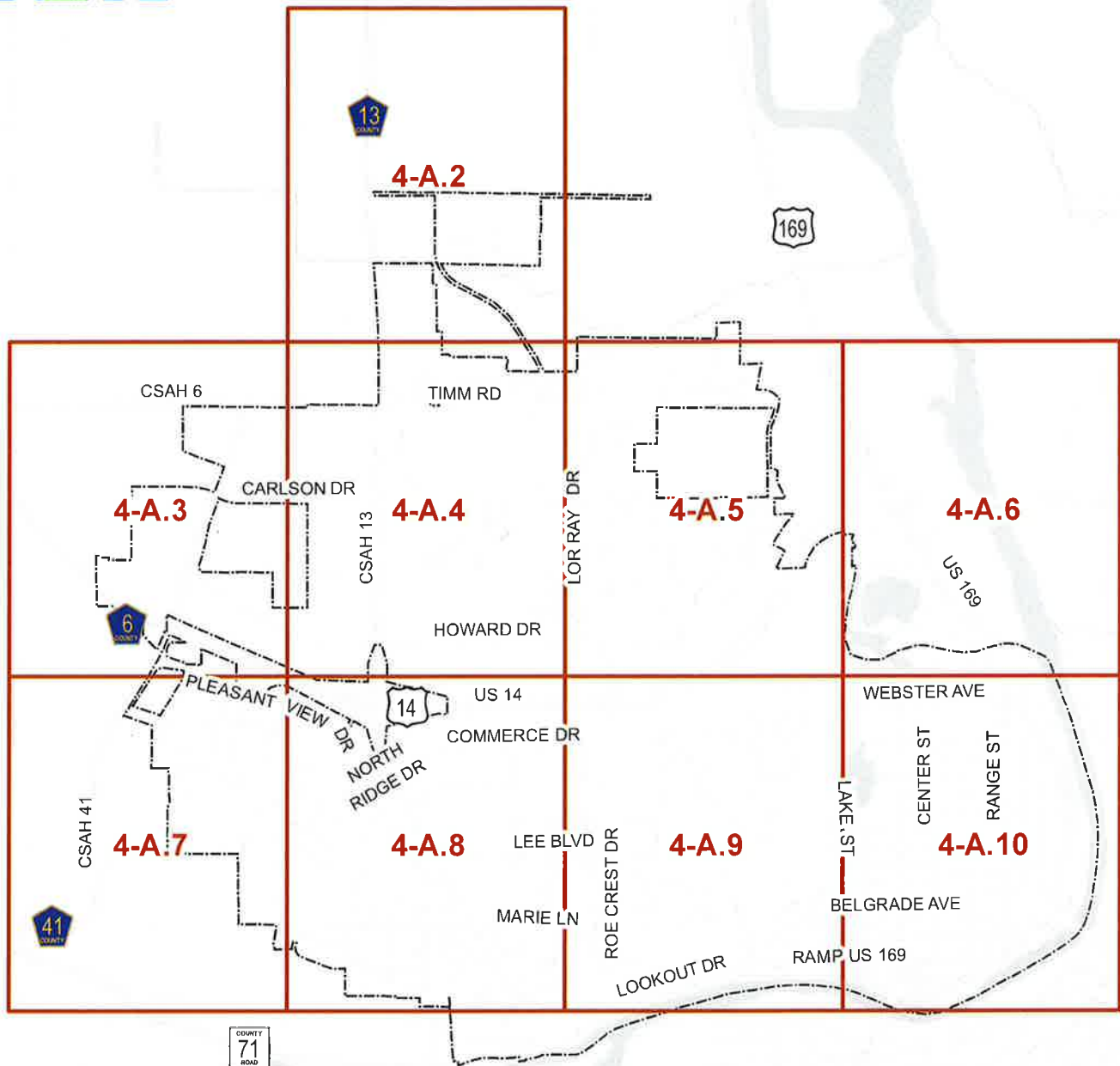
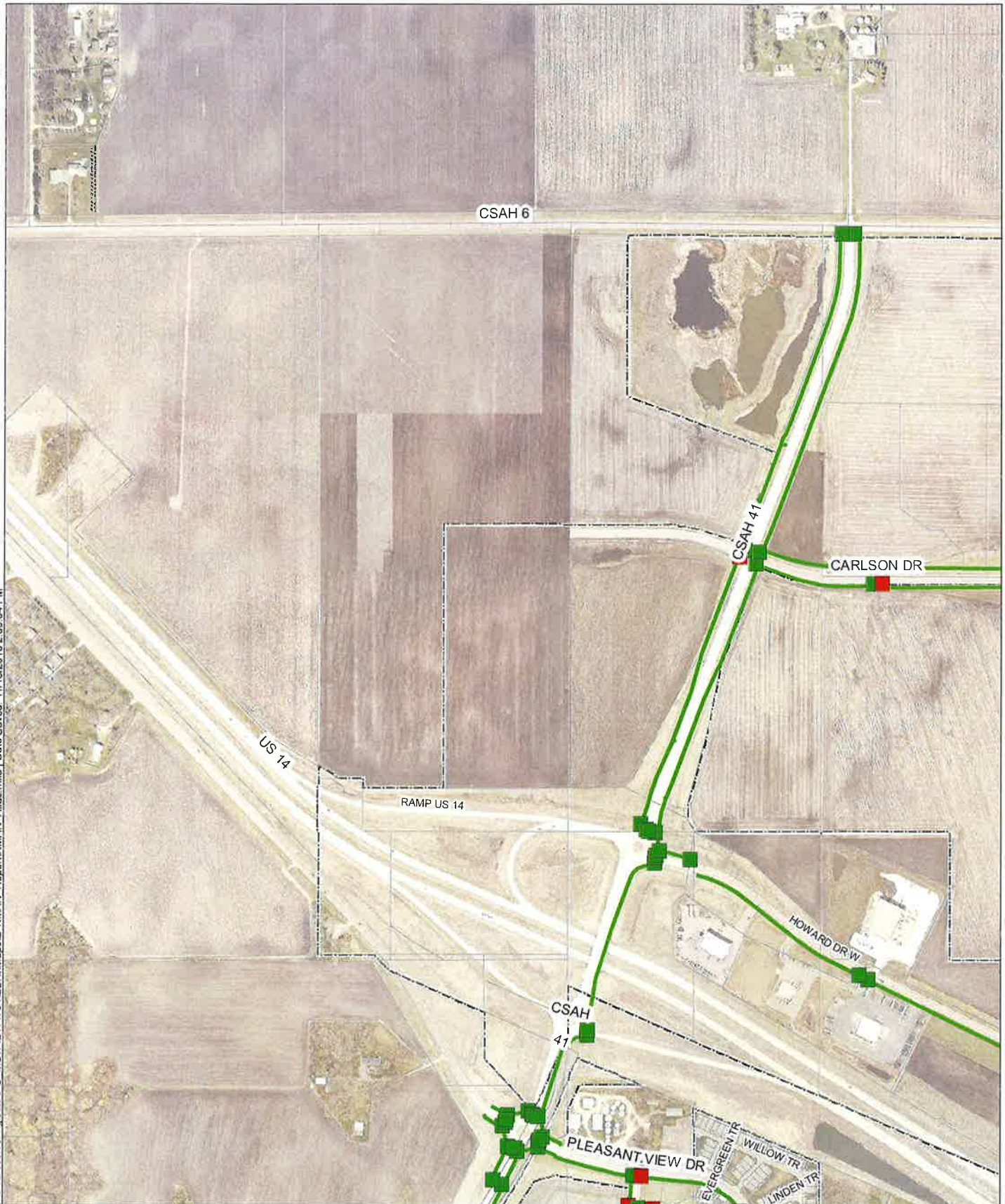


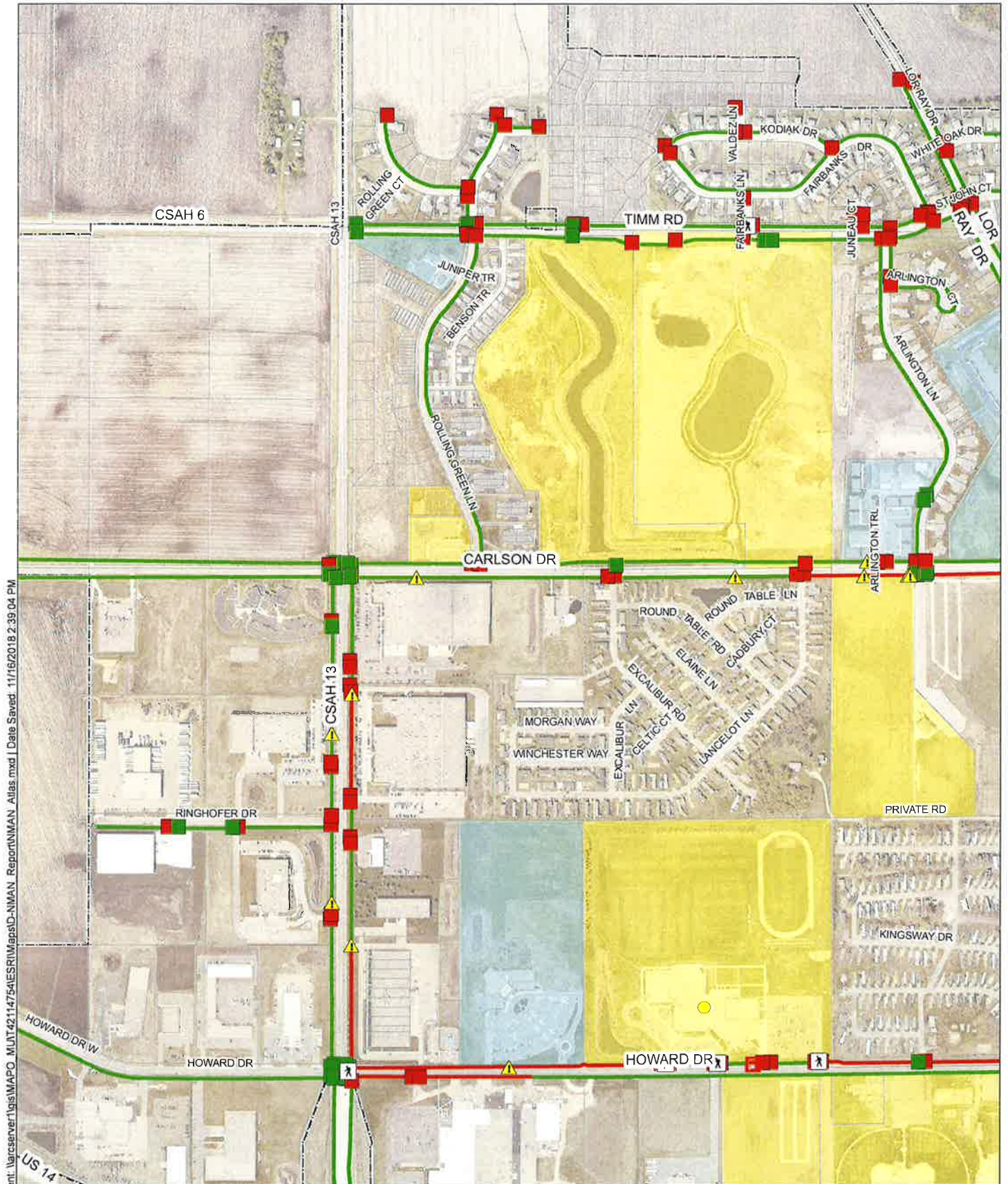
Figure 4-A.1

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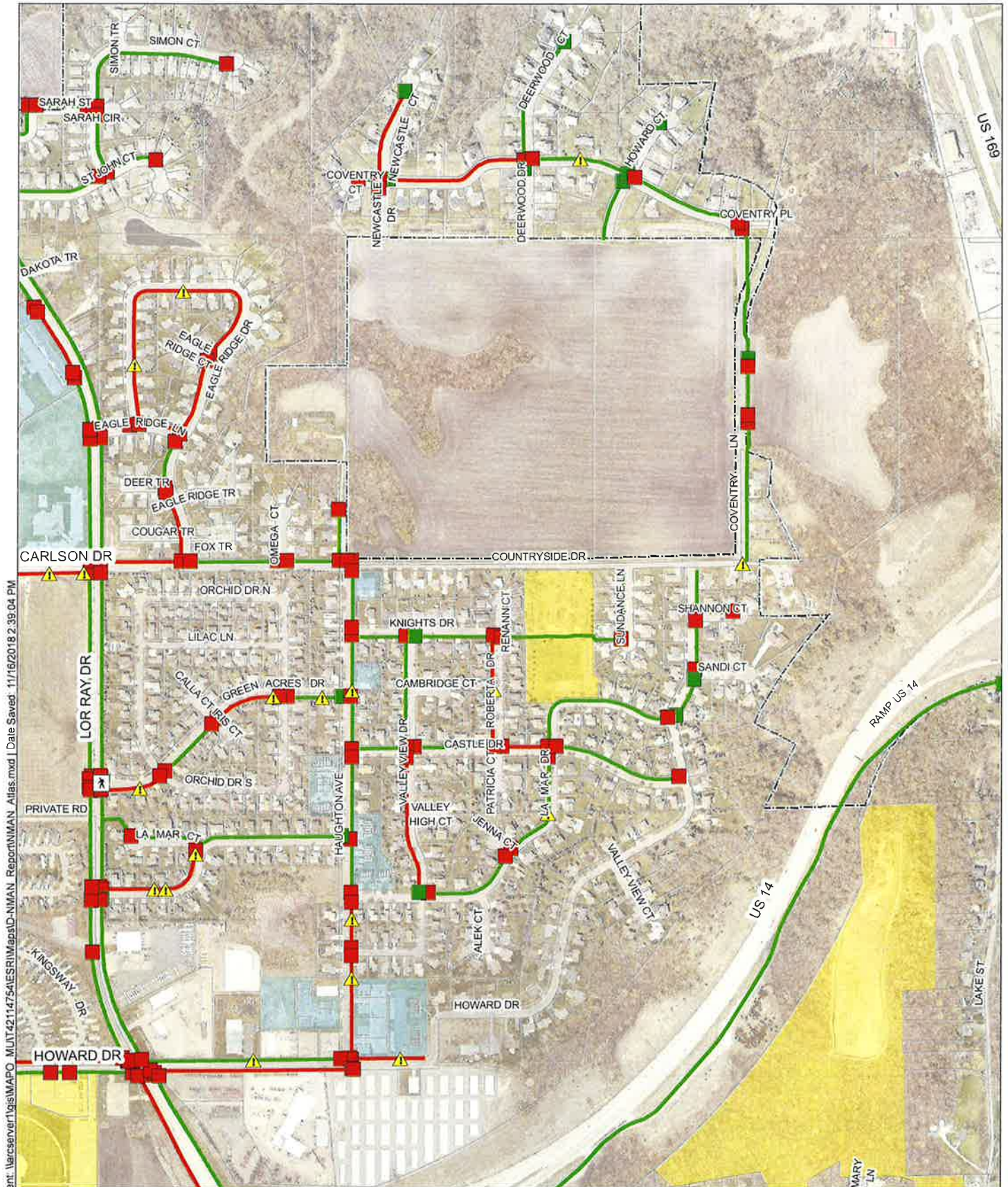




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- Figure 4-A.4 -



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- Figure 4-A.5 -

0 500 Feet
Source: Nicollet County





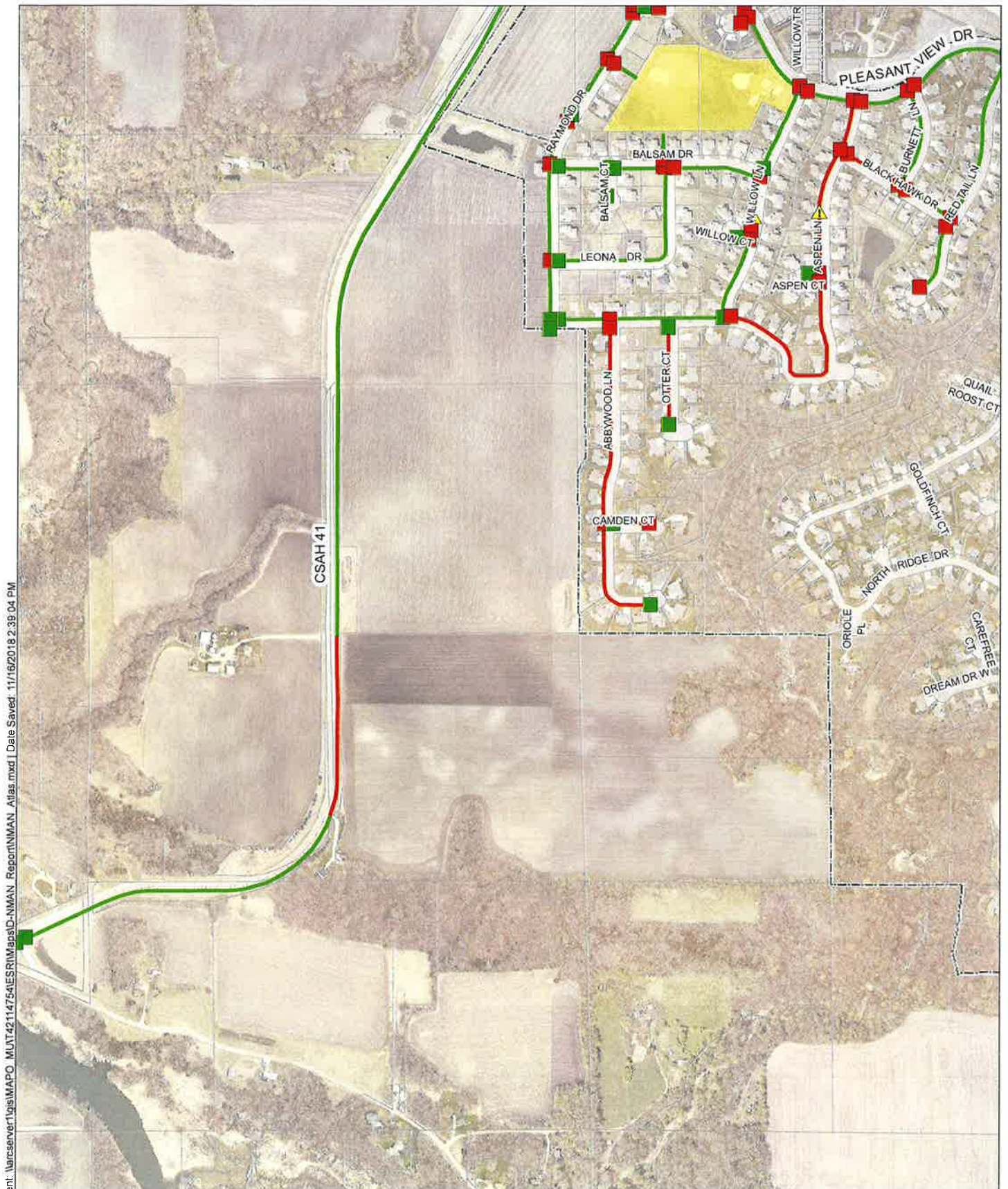
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- Figure 4-A.6 -

0 500 Feet
Source: Nicollet County





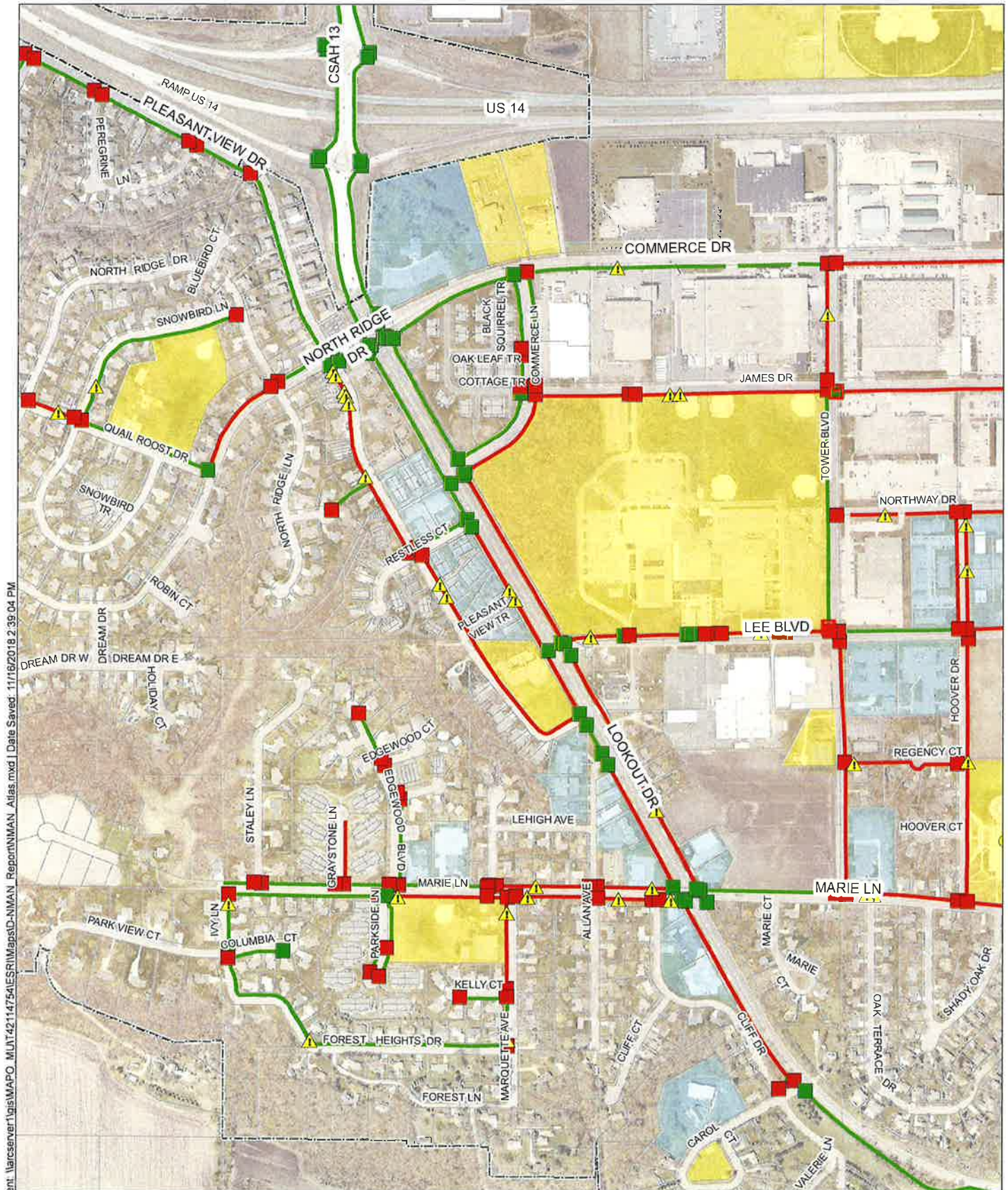
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- Figure 4-A.7 -

0 500 Feet
Source: Nicollet County





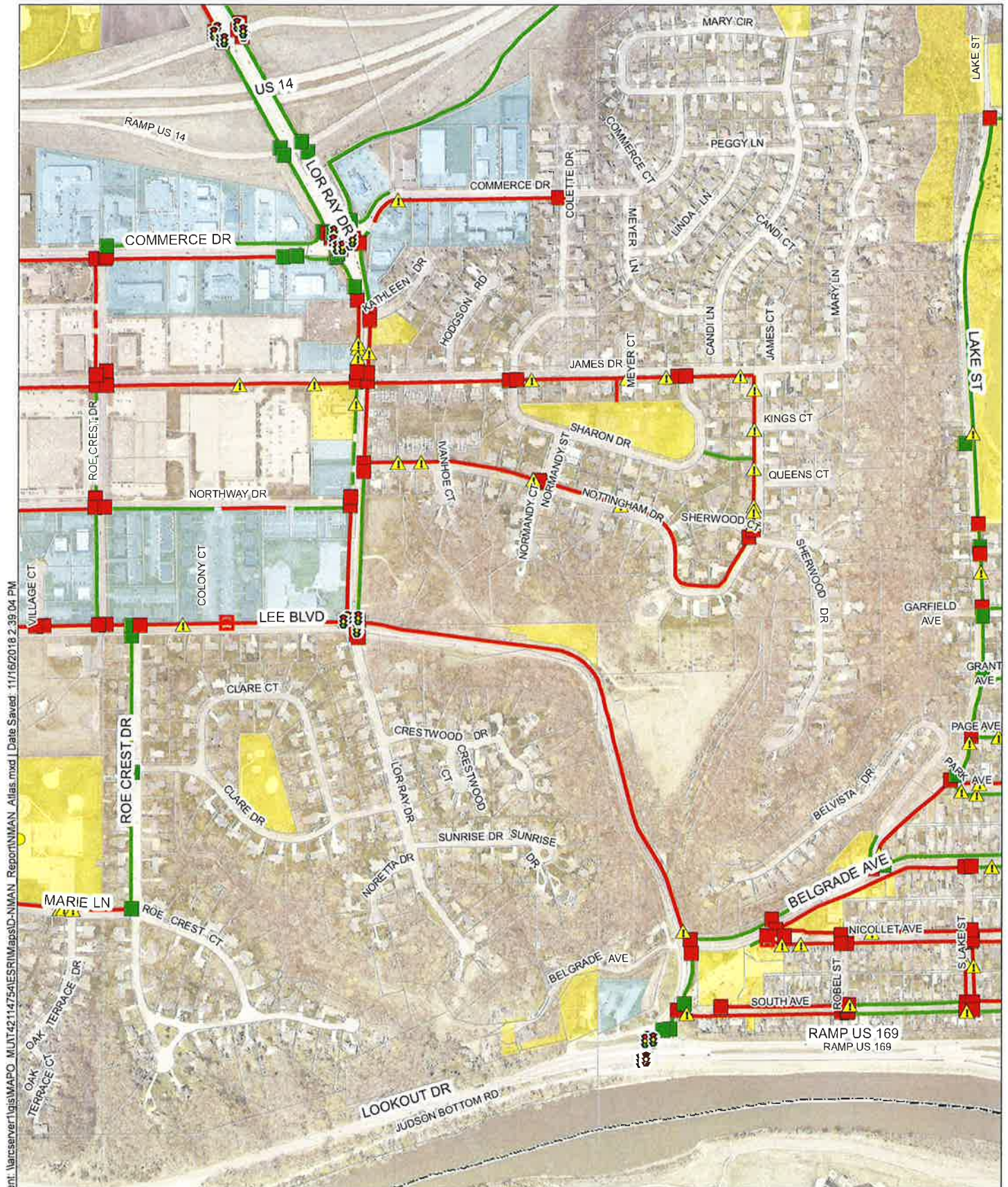
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- Figure 4-A.8 -

0 500
Feet
Source: Nicollet County





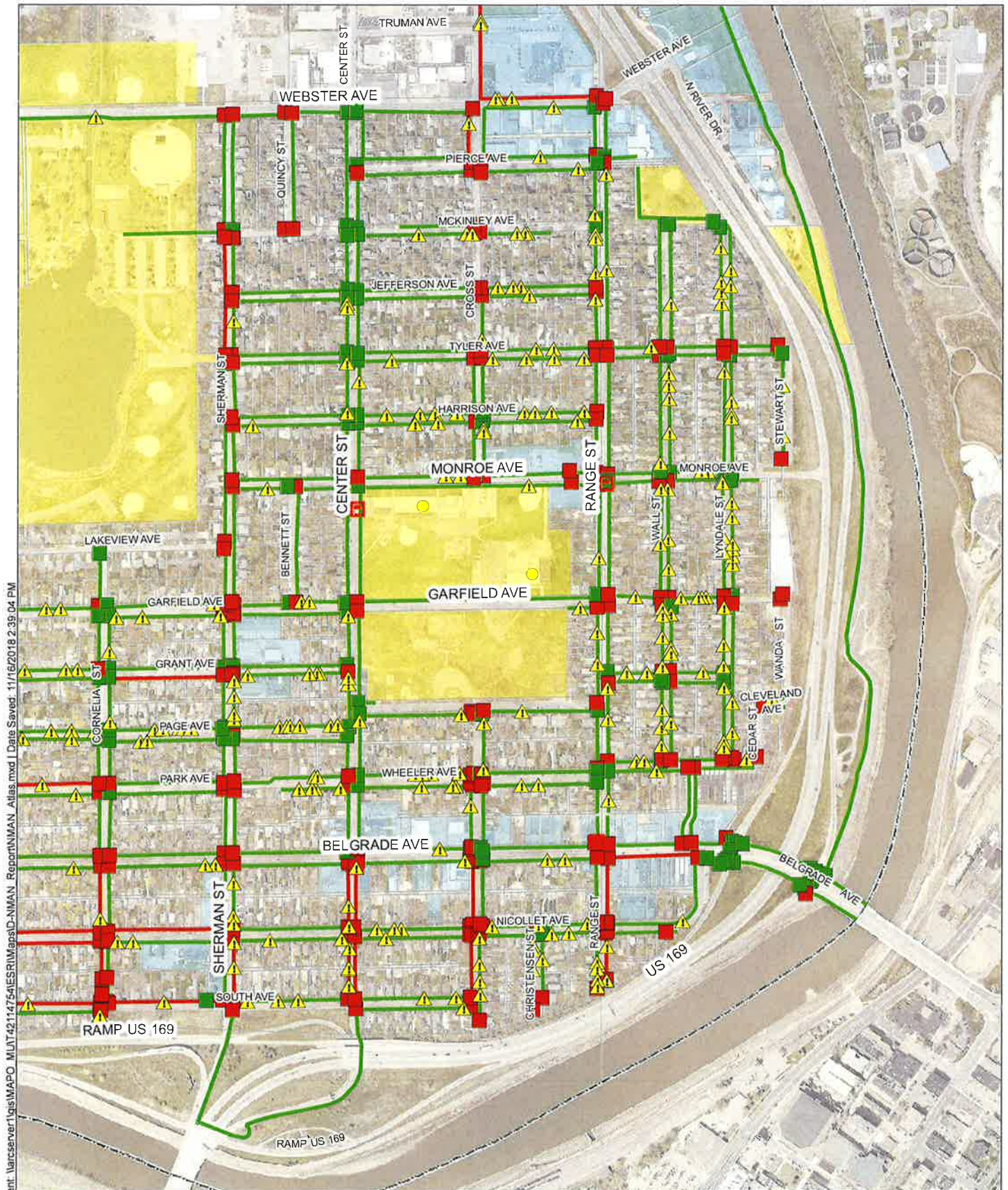
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- Figure 4-A.9 -

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Source: Nicollet County





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- Figure 4-A.10 -

0 500 Feet
Source: Nicollet County



Table 4-A.2. City of North Mankato Program Review - Implementation Plan

Location	Land Use	Length (ft) Non-Compliant Sidewalk	# Non-Compliant Pedestrian Ramps	# Non-Compliant Bus Stops	# Non-Compliant Traffic Signals*	Length (ft) Sidewalk/Trail Barriers	Priority Level	Tied to Planned Project (Y/N)	Planned Project Year	Term
COMMERCE DR	Housing Complexes; Apartments; Shopping	3269	5	0	0	15	1	Y	2019	(P) Short-Term
HOWARD DR	Church; Housing Complexes; Schools; Government Facilities; Parks;	5479	29	0	0	15	1	Y	2020	(P) Short-Term
GARFIELD AVE	Schools	0	0	0	0	45	1	Y	2021	(P) Short-Term
MONROE AVE	Church; Schools;	0	3	0	0	60	1	Y	2021	(P) Short-Term
RANGE ST	Church; Housing Complexes; Schools; Shopping	583	14	2	0	175	1	Y	2021	(P) Short-Term
CENTER ST	Schools; Shopping	1298	7	1	0	145	1	Y	2021	(P) Short-Term
**Programmed (P) Short-Term (2019-2021) Totals										
LOOKOUT DR	Housing Complexes; Schools; Shopping	10629	58	3	0	455	-	-	-	(P) Short-Term
MARIE LN	Church; Housing Complexes; Parks; Schools; Shopping	1216	19	0	8	10	1	N	N/A	Short-Term
PARK AVE	Schools	3569	20	0	0	0	1	N	N/A	Short-Term
LYNDALE ST	Parks; Schools	692	8	0	0	35	1	N	N/A	Short-Term
STEWART ST	Schools	0	0	0	0	330	1	N	N/A	Short-Term
HARRISON AVE	Schools	0	1	0	0	20	1	N	N/A	Short-Term
PAGE AVE	Housing Complexes; Schools	0	6	0	0	130	1	N	N/A	Short-Term
KING ARTHUR PARK	Parks	0	0	0	0	250	1	N	N/A	Short-Term
CLEVELAND AVE	Schools	123	0	0	0	0	1	N	N/A	Short-Term
CARLSON DR	Housing Complexes; Parks; Schools	1377	1	0	0	10	1	N	N/A	Short-Term
REGENCY CT	Housing Complexes; Schools	623	0	0	0	10	1	N	N/A	Short-Term
LAKE ST	Parks; Schools	611	6	0	0	75	1	N	N/A	Short-Term
RESERVE PARK	Parks	0	2	0	0	0	1	N	N/A	Short-Term
GRANT AVE	Church; Schools;	603	1	0	0	0	1	N	N/A	Short-Term
MCKINLEY AVE	Schools	0	5	0	0	75	1	N	N/A	Short-Term
MARQUETTE AVE	Parks; Schools;	485	3	0	0	30	1	N	N/A	Short-Term
SNOWBIRD LN	Parks	0	3	0	0	5	1	N	N/A	Short-Term
BALSAM DR & LEONA DR	Parks	0	4	0	0	0	1	N	N/A	Short-Term
LEXINGTON LN	Parks	0	3	0	0	0	1	N	N/A	Short-Term
RAYMOND DR	Parks	0	3	0	0	0	1	N	N/A	Short-Term
FAIRBANKS LN & TIMMY RD	Parks	0	3	0	0	0	1	N	N/A	Short-Term
PARKSIDE LN	Housing Complexes; Parks	0	3	0	0	0	1	N	N/A	Short-Term
HOOVER DR	Housing Complexes; Schools;	2620	8	0	0	0	1	N	N/A	Short-Term
NORTHWAY DR	Housing Complexes; Schools	1506	4	0	0	0	1	N	N/A	Short-Term
TYLER AVE	Parks; Schools;	0	15	0	0	70	1	N	N/A	Short-Term
NICOLET AVE	Church; Government Facilities; Housing Complexes; Schools; Shopping	3902	45	2	0	110	1	N	N/A	Short-Term
GARFIELD AVE	Housing Complexes; Schools; Parks; Schools;	0	21	0	0	125	1	N	N/A	Short-Term
Short-Term (2019-2028) Totals										
LOR RAY DR	Church; Health Clinics; Hospitals; Housing Complexes; Schools; Shopping;	17327	192	2	8	1355	-	-	-	Short-Term
TOWER BLVD	Church; Housing Complexes; Schools	2535	47	0	21	10	1	N	N/A	Mid-Term
WHEELER AVE	Housing Complexes; Schools	1945	8	1	0	0	1	N	N/A	Mid-Term
BEVSON TRAIL	Health Clinics; Hospitals; Housing Complexes; Church; Parks; Schools	0	16	0	0	150	1	N	N/A	Mid-Term
JAMES DR	Housing Complexes; Schools; Shopping;	0	19	0	0	5	1	N	N/A	Mid-Term
WALL ST	Health Clinics; Hospitals; Housing Complexes; Schools	6080	17	0	0	245	1	N	N/A	Mid-Term
BELGRADE AVE	Church; Government Facilities; Housing Complexes; Schools	1528	30	2	0	55	1	N	N/A	Mid-Term
COMMERCE LN	Housing Complexes; Schools	587	3	0	0	0	1	N	N/A	Mid-Term
LOOKOUT DR	Health Clinics; Hospitals; Housing Complexes; Schools; Shopping	5598	0	0	0	0	1	N	N/A	Mid-Term
CROSS ST	Church; Schools; Shopping	1945	17	0	0	95	1	N	N/A	Mid-Term
LOR RAY TRAIL	Church; Housing Complexes; Schools; Public Housing and Homeless Shelters	370	19	0	0	0	1	N	N/A	Mid-Term
Mid-Term (2029-2038) Totals										
SOUTH AVE	Government Facilities; Government Facilities; Housing Complexes; Parks	20588	195	4	21	560	-	-	-	Mid-Term
SHERMAN ST	Church; Parks; Schools; Church; Schools; Housing Complexes; Schools	2763	18	0	0	50	1	N	N/A	Long-Term
LEE BLVD	Church; Housing Complexes; Parks; Public Schools	937	19	0	0	110	1	N	N/A	Long-Term
PLEASANT VIEW DR	Health Clinics; Hospitals; Housing Complexes; Parks	5958	16	1	0	0	1	N	N/A	Long-Term
PERCE AVE	Shopping	2456	20	0	0	0	1	N	N/A	Long-Term
WEBSTER AVE	Shopping	0	0	0	0	25	2	N	N/A	Long-Term
HAUGHTON AVE	Housing Complexes;	621	2	0	0	15	2	N	N/A	Long-Term
GRAYSTONE LN	Housing Complexes;	809	15	0	0	15	2	N	N/A	Long-Term
		334	0	0	0	0	2	N	N/A	Long-Term

Table 4-A.2. City of North Mankato Program Review - Implementation Plan

Location	Land Use	Length (ft) Non-Compliant Sidewalk	# Non-Compliant Pedestrian Ramps	# Non-Compliant Bus Stops	# Non-Compliant Traffic Signals*	Length (ft) Sidewalk/Trail Barriers	Priority Level	Tied to Planned Project Y/N	Planned Project Year	Term
LA MAR DR	Housing Complexes;	633	4	0	0	20	2	N	N/A	Long-Term
PLEASANT VIEW CT	Housing Complexes;	0	1	0	0	0	2	N	N/A	Long-Term
EDGEWOOD BLVD & EDGEWOOD CT	Housing Complexes;	0	2	0	0	0	2	N	N/A	Long-Term
EDGEWOOD BLVD & MEADOWBROOK CT	Housing Complexes;	0	2	0	0	0	2	N	N/A	Long-Term
WHITE OAK DR	Housing Complexes;	0	2	0	0	0	2	N	N/A	Long-Term
NOTTINGHAM DR	Housing Complexes;	3266	4	0	0	0	2	N	N/A	Long-Term
ROE CREST DR	Other (Low Priority Use)	556	0	0	0	0	2	N	N/A	Long-Term
FAIRBANKS DR & TIMM RD	Schools	0	3	0	0	0	3	N	N/A	Long-Term
FOREST HEIGHTS DR	Schools	0	1	0	0	15	3	N	N/A	Long-Term
ARLINGTON LN & TIMM RD	Schools	0	1	0	0	0	3	N	N/A	Long-Term
KELLY CT	Schools	0	1	0	0	0	3	N	N/A	Long-Term
SIMON CT & ST JOHN CT	Schools	0	2	0	0	0	3	N	N/A	Long-Term
ARLINGTON CT & ARLINGTON LN	Schools	0	2	0	0	0	3	N	N/A	Long-Term
ST JOHN CT	Schools	0	2	0	0	0	3	N	N/A	Long-Term
COUNTRYSIDE DR	Schools	0	1	0	0	0	3	N	N/A	Long-Term
GREEN ACRES DR	Schools	427	4	0	0	0	3	N	N/A	Long-Term
EAGLE RIDGE LN	Schools	698	6	0	0	15	3	N	N/A	Long-Term
CORNELIA ST	Schools	229	4	0	0	0	3	N	N/A	Long-Term
JUNEAU CT & TIMM RD	Schools	656	2	0	0	5	3	N	N/A	Long-Term
CAROL CT & CLIFF DR & LOOKOUT TRAIL	Schools	0	2	0	0	0	3	N	N/A	Long-Term
EAGLE RIDGE DR	Schools	0	1	0	0	0	3	N	N/A	Long-Term
WY LN	Other (Low Priority Use)	2406	4	0	0	0	3	N	N/A	Long-Term
NEWCASTLE DR	Other (Low Priority Use)	0	0	0	0	15	3	N	N/A	Long-Term
ROBERTA DR	Other (Low Priority Use)	250	0	0	0	0	3	N	N/A	Long-Term
S LAKE ST	Other (Low Priority Use)	585	4	0	0	0	3	N	N/A	Long-Term
OTTER CT	Other (Low Priority Use)	635	0	0	0	0	3	N	N/A	Long-Term
COVENTRY CT	Other (Low Priority Use)	512	0	0	0	0	3	N	N/A	Long-Term
COVENTRY LN	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
CHRISTENSEN ST	Other (Low Priority Use)	754	9	0	0	20	3	N	N/A	Long-Term
Co Rd 41	Other (Low Priority Use)	0	2	0	0	30	3	N	N/A	Long-Term
CASTLE DR	Other (Low Priority Use)	957	0	0	0	0	3	N	N/A	Long-Term
QUAIL ROOST DR	Other (Low Priority Use)	250	6	0	0	0	3	N	N/A	Long-Term
NEWCASTLE CT	Other (Low Priority Use)	245	1	0	0	0	3	N	N/A	Long-Term
WILLOW LN	Other (Low Priority Use)	497	0	0	0	0	3	N	N/A	Long-Term
ABBYYWOOD LN	Other (Low Priority Use)	283	3	0	0	0	3	N	N/A	Long-Term
CAMDEN CT	Other (Low Priority Use)	1672	1	0	0	0	3	N	N/A	Long-Term
ROLLING GREEN LN & TIMM RD	Other (Low Priority Use)	198	1	0	0	0	3	N	N/A	Long-Term
NORTH RIDGE DR	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
VALLEY VIEW DR	Other (Low Priority Use)	566	2	0	0	0	3	N	N/A	Long-Term
SHERIDAN CT	Other (Low Priority Use)	727	1	0	0	0	3	N	N/A	Long-Term
LEONA DR & RAYMOND DR	Other (Low Priority Use)	0	2	0	0	0	3	N	N/A	Long-Term
BLACK HAWK DR	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
SARAH CIR & SARAH ST & SIMON CT	Other (Low Priority Use)	318	4	0	0	0	3	N	N/A	Long-Term
FAIRBANKS DR & FAIRBANKS LN	Other (Low Priority Use)	0	3	0	0	0	3	N	N/A	Long-Term
TIMM RD	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
CARDINAL CT	Other (Low Priority Use)	0	2	0	0	0	3	N	N/A	Long-Term
WALDEZ LN	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
SHANNON CT	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
RAYMOND CT	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
FAIRBANKS DR & KODIAK DR	Other (Low Priority Use)	0	3	0	0	0	3	N	N/A	Long-Term
FAIRBANKS DR	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
RAMP US 14	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
JUNEAU CT	Other (Low Priority Use)	0	2	0	0	0	3	N	N/A	Long-Term
RAYMOND CT & RAYMOND DR	Other (Low Priority Use)	0	2	0	0	0	3	N	N/A	Long-Term
EDGEWOOD BLVD	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term

Table 4.A.2. City of North Mankato Program Review - Implementation Plan

Location	Land Use	Length (ft) Non-Compliant Sidewalk	# Non-Compliant Pedestrian Ramps	# Non-Compliant Bus Stops	# Non-Compliant Traffic Signals*	Length (ft) Sidewalk/Trail Barriers	Priority Level	Tied to Planned Project (Y/N)	Planned Project Year	Term
LEXINGTON LN & SHERIDAN CT	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
BALSAM DR & RAYMOND DR	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
KODIAK DR & VALDEZ LN	Other (Low Priority Use)	0	2	0	0	0	3	N	N/A	Long-Term
RINGHOFFER DR	Other (Low Priority Use)	0	2	0	0	0	3	N	N/A	Long-Term
LA MAR CT	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
CSAH 13 & RINGHOFFER DR	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
FAIRBANKS DR & ROLLING GREEN LN	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
SUNDANCE LN	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
RED TAIL LN	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
ROLLING GREEN LN	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
SIMON CT	Other (Low Priority Use)	0	5	0	0	0	3	N	N/A	Long-Term
Howard Dr W	Other (Low Priority Use)	0	1	0	0	0	3	N	N/A	Long-Term
ASPEN LN	Other (Low Priority Use)	2093	0	1	0	0	3	N	N/A	Long-Term
RAMP US 14	Other (Low Priority Use)	0	0	0	1	0	3	N	N/A	Long-Term
Long-Term (2039 and Later) Totals		33291	222	2	1	335	-			Long-Term
North Mankato ADA Facilities Totals		81835	657	11	30	2705	-			Long-Term

* Each pedestrian crossing signal push button was inventoried as an individual location to be evaluated for APS technology.

**Programmed (P) Short-Term projects are those projects programmed into the City of Mankato Community Investment Plan for the next five years that include improvements to pedestrian infrastructure.

Appendix 4-B: Self-Evaluation – Policy and Practice Review

I. Appendix 4-B: City of North Mankato, MN Self-Evaluation – Policy and Practice Review

A. Review of Policies and Practices

The City's policies and practices include any City, department, or division policies and practices that direct staff in its daily work activities. Revisions to plans and policies identified in this section will be considered for inclusion into those documents during their regular, scheduled updates. Policies and practices that relate to accessibility and ADA conformance include:

1. *The City of North Mankato Comprehensive Plan (2015):*

a) Chapter 6 – Transportation

This chapter provides initiatives pertaining to the placement and size of sidewalks in the community. Sidewalks and/or trails are recommended to be adjacent to all Minor Arterial, Major Collector and Minor Collector roadways within the City. 8-foot wide bituminous or concrete trails or 6-foot wide bituminous or concrete sidewalk is recommended on either side of Minor Arterials and Major Collectors while 5-foot wide sidewalks are recommended on Minor Collectors. These recommendations are above the 4-foot minimum for sidewalk width required for ADA compliance.

b) Chapter 8 – Parks, Trails, and Recreation

Through this effort, the community expressed that safer and easier trail connections are desired. The chapter also suggests that each trail classification provides a certain type of recreational experience and value to pedestrians, bicyclists, in-line skaters, and wheelchair users.

Policy 1.1.1 is to ensure the quality standard for trails within the system is consistent with industry standards for safety, durability, and access.

Policy Understanding:

The following revisions to this Plan are recommended for inclusion during regular, scheduled plan/policy updates:

1. Amend the Plan to include policies for the compliant design of pedestrian facilities based on best practices outlined in the Public Rights-of-Way Accessibility Guidelines (PROWAG) as adopted by MnDOT.

2. *The City of North Mankato Complete Streets Plan & Policy (2016):*

This Plan and Policy identifies Complete Streets as a transportation policy and design approach that guides streets to be planned, designed, operated, and maintained to enable safe, convenient, and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

The following policy language is included under design standards and maintenance according to the North Mankato Complete Streets Plan and Policy:

- The City Council or their designee will consider bicycle and pedestrian design in all streets construction, reconstruction, rehabilitation and pavement maintenance projects conducted by or behalf of the City, as appropriate, subject to the exceptions contained herein.
- The City shall plan, design, build and maintain all bicycle and pedestrian facilities in accordance with acceptable federal, state and local standards and guidelines, but will consider innovative and/or non-traditional design options as appropriate.

This Plan and Policy also provides facility design guidelines (specifically calling for 5-foot wide sidewalks in general and 8-foot sidewalks where buildings abut the walk) as well as crosswalk marking specifications.

Policy Understanding and Recommended Revision:

By adopting this policy, the City is stating that it will design facilities according to federal, state, and local standards and guidelines that will accommodate all users regardless of transportation mode.

No barriers to accessibility were identified in this plan/policy.

3. *Pavement Management Plan (2014):*

The goal of this report is to assist the City with understanding its current system condition, assist with management of these assets and provide recommendations for pavement management in the next 5 to 10 years.

This plan assigns condition ratings to streets to plan for improvements including seal coating, mill & overlay, and full depth reconstruction. The City has 64 miles of paved roads to manage. Several streets are identified for reconstruction and mill & overlay within the next five years. These projects should include ADA improvements where necessary as construction ensues.

Policy Understanding and Recommended Revision:

The following revisions to this Plan are recommended for inclusion during regular, scheduled plan/policy updates:

1. Amend the Plan to include language considering adherence to ADA standards and guidance as outlined in the PROWAG and MnDOT for reconstruction.

4. *City of North Mankato Safe Routes to School Plan (2015):*

This plan illustrates planned facility improvements surrounding North Mankato Schools including Hoover Elementary School, Monroe Elementary School, Bridges (formerly Garfield) Elementary School, and the Dakota Meadows Middle School. Improvements include new sidewalk and trail facilities, sidewalk curb extensions (bumpouts), and improvements to crosswalk visibility to facilitate safer pedestrian/bicycle travel to area schools.

Policy Understanding and Recommended Revision:

This plan outlines an ADA/Universal Design approach for facilities in the public rights-of-way to provide an environment that is equally accessible and comfortable for all users.

No barriers to accessibility were identified in this plan/policy.

5. *City of North Mankato Sidewalk Installation & Maintenance Policy (2016)*

The Sidewalk Installation & Maintenance Policy addresses installation, replacement, and maintenance for public sidewalks in the City, citing City Code that outlines City and property owner responsibilities regarding snow removal and physical condition of sidewalk. It provides a consistent inspection process for determining whether a particular sidewalk is in need of improvement and action to be taken if facilities are found to be non-compliant.

Policy Understanding and Recommended Revision:

While this policy provides a method for inspecting sidewalks that addresses several ADA compliance barriers, it makes no effort to discuss adherence to ADA compliance or reference to federal/state ADA design standards or guidelines. The policy also fails to include guidance for pedestrian ramps as part of sidewalk infrastructure.

The following revisions to this policy are recommended for inclusion during regular, scheduled policy updates:

1. Amend the Sidewalk Installation and Maintenance Policy to include adherence to ADA standards and guidance as outlined in the PROWAG and MnDOT for reconstruction.
2. Amend the Policy to include ADA design standards and guidance for pedestrian ramp construction.

6. *The City of North Mankato City Code:*

The City of North Mankato City Code provides several provisions dealing with sidewalk infrastructure including maintenance, responsibility of owner and occupant, failure to maintain, and specifications for the placement and construction of sidewalk.

Policy Understanding and Recommended Revision:

While the City Code provides actions for sidewalk installation and maintenance, it makes no effort to discuss adherence to ADA compliance or reference to federal/state ADA design standards or guidelines.

The following revisions to this policy are recommended for inclusion during regular, scheduled policy updates:

1. Amend City Code provisions 90.026, 90.125, 90.126, and 155.46 to include adherence to ADA standards and guidance as outlined in the PROWAG and MnDOT for reconstruction.

Appendix 4-C: ADA Transition Plan Projects
referenced from the City of North Mankato
Capital Improvements Plan

I. Appendix 4-C: City of North Mankato Capital Improvements Plan (CIP) Projects and Planned Roadway Projects That Include (Consider) Accessible Pedestrian Infrastructure

The City of North Mankato's most recent CIP includes no programmed roadway improvement projects. However, there are roadway projects planned for the coming years that have received federal funding assistance. These projects will include improvements to ADA facilities. The projects are as follows:

Project Location	Proposed Improvements	Year
Commerce Drive – Lookout Drive to Lor Ray Drive	Street resurfacing project with sidewalk and trail enhancements including completing an incomplete sidewalk segment on the north side and adding a multi-use path on the south.	2019-2020
Howard Drive – Lookout Drive to Lor Ray Drive	Safe Routes to School project around Dakota Meadows school in North Mankato, improve various crossings and construct trails.	2020
Monroe Avenue, Garfield Avenue, Center Street, Range Street – Surrounding Monroe and Bridges Elementary Schools	Construct ped/bike trail, ADA, curb extensions, striping and create pick up/drop off area.	2021

The City will continue to implement infrastructure and maintenance improvements as part of its long-range capital improvement planning and pavement management plan. With these efforts, the City will incorporate ADA-compliant pedestrian facilities and complete accessible infrastructure improvements as needed to ensure access for all users.

Appendix 4-D: Public Outreach Results

I. **Appendix 4-D: Public Outreach Results**

Input from the community has been gathered and used to help define priority areas for improvements within the public rights-of-way in North Mankato.

Public outreach for the creation of this document consisted of the following activities:

- **Public Open Houses:**

MAPO agencies held two public open houses to gather input on the state of pedestrian infrastructure in each jurisdiction and priority preferences for projects moving forward. Open house summaries are in **Part 1 – Appendix 1-A.1 and 1-A.2**. The second open house was held at the North Mankato Police Annex on March 6, 2019.

- **Project Website:**

The project website was live for the duration of the project and provided notifications, contact information, project updates and information, and an interactive grievance procedure in which participants can report on areas in the community that are not accessible. This document was also available for public comment on the website between the dates of February 6, 2019 to March 20, 2019.

Appendix 4-E: Greivance Procedure

I. **Appendix 4-E: City of North Mankato ADA Grievance Procedure**

In accordance with 28 CFR 35.107(b), the City has developed the following ADA grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances.

The City understands that members of the public may desire to contact staff to discuss ADA issues without filing a formal grievance. Members of the public wishing to contact the ADA Coordinator should reference the contact information in **Appendix 4-F**. Contacting staff to informally discuss ADA issues is welcome and does not limit a person's ability or right to file a formal grievance later.

Those wishing to file a formal written grievance with the City of North Mankato may do so by one of the following methods:

A. Telephone

Contact the City of North Mankato's ADA Coordinator listed in the **Contact Information** section of **Appendix 4-F** to submit an oral grievance. The staff person will use the internet to electronically submit the grievance on behalf of the person filing it.

B. Paper Submission

A paper copy of the City's grievance form is available by request from the City of North Mankato's ADA Coordinator (contact information in **Appendix 4-F**). Complete the form and submit it to the City of North Mankato ADA Coordinator at the address listed.

The City of will acknowledge receipt of the grievance to the citizen within 10 working days of the submission. City staff will then provide a response or resolution to the grievance or will provide information on when the citizen can expect a response. If the grievance filed does not fall within the City of North Mankato's jurisdiction, staff will work with the citizen to contact the agency with jurisdiction.

When possible (typically within 60 calendar days or less of the grievance submission) City staff will conduct an investigation to determine the validity of the alleged violation. As a part of the investigation, internal staff will be consulted to fully understand the complaint and possible solutions. The City of North Mankato staff will contact the citizen to discuss the investigation and proposed resolution.

The City of North Mankato will consider all grievances within its particular context or setting. Furthermore, the department will consider many varying circumstances including: access to applicable services, programs, or facilities; the nature of the disability; essential eligibility requirements for participation; health and safety of others; and degree to which a potential solution would constitute a fundamental alteration to the program, service, or facility, or cause undue hardship to the City of North Mankato.

Accordingly, the resolution by The City of North Mankato of any one grievance does not constitute a precedent upon which the City is bound or upon which other complaining parties may rely.

Complaints of Title II violations may be filed with the Department of Justice (DOJ) within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by the DOJ. The DOJ may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

For more information, contact:

U.S. Department of Justice

Civil Rights Division

950 Pennsylvania Avenue, N.W.

Disability Rights Section – NYAV

Washington, D.C. 20530

www.ada.gov

(800) 514-0301 (voice)

(800) 514-0383 (TTY)

Title II may also be enforced through private lawsuits in Federal court. It is not necessary to file a complaint with the DOJ or any other Federal agency, or to receive a "right-to-sue" letter, before going to court.

File Retention

The City of North Mankato shall maintain ADA grievance files on behalf of the City for a period of seven years.

City North Mankato, MN ADA Grievance Form

Instructions: Please fill out this form completely and submit to:

City of North Mankato ADA Coordinator
City of North Mankato, MN
1001 Belgrade Avenue,
North Mankato, MN 56002

Or it can be e-mailed to: michaelf@northmankato.com

Complainant – person filing grievance:

Name: _____ Date: _____ Address: _____

_____ City, State, Zip Code: _____

Home: _____ Cell: _____

Work: _____ Email: _____

Representing – person claiming an accessibility issue or alleging an ADA violation (if not the complainant):

Name: _____

Address: _____ City, State, Zip Code: _____

Home: _____ Cell: _____

Work: _____ Email: _____

Description and location of the alleged violation and the nature of a remedy sought.

If the complainant has filed the same complaint or grievance with the United States Department of Justice (DOJ), another federal or state civil rights agency, a court, or others, the **name of the agency or court where the complainant filed it and the filing date.**

Agency or Court: _____ Contact Person: _____

Address: _____ City, State, Zip Code: _____

Phone Number: _____ Date Filed: _____

Appendix 4-F: Contact Information

I. Appendix 4-F: Responsible Officials and Key Staff

A. Responsible Officials Contact Information

1. City of North Mankato ADA Coordinator:

Michael Fischer, Community Development Director

1001 Belgrade Avenue

North Mankato, MN 56002

P: (507)625-4141

E: michaelf@northmankato.com

Appendix 4-G: ADA Design Standards and Procedures

I. Appendix 4-G: ADA Design Standards and Procedures

A. Design Standards

1. Public Rights-of-Way Accessibility Guidelines

Public Rights-of-Way Accessibility Guidelines (PROWAG), developed by the Access Board, are draft guidelines that address accessibility in the public rights-of-way. Sidewalks, street crossings, and other elements of the public rights-of-way present unique challenges to accessibility for which specific guidance is considered essential. The Access Board is developing these guidelines that will address various issues, including access for visually impaired pedestrians at street crossings, wheelchair access to on-street parking, and various constraints posed by space limitations, roadway design practices, slope, and terrain. PROWAG can be found at <http://www.access-board.gov/attachments/article/743/nprm.pdf>.

In 2010 and 2015, as a part of the development of MnDOT's Transition Plan, MnDOT Issued Technical Memorandum 10-02-TR-01 Adoption of Public Rights of way Accessibility Guidance and Technical Memorandum No. 15--02-TR-01 Adoption of Public Rights-of -Way Accessibility Guidance (PROWAG), respectively to their staff, cities, and counties. These memorandums, which have both expired, make the PROWAG the primary guidance for accessible facility design on MnDOT projects. In addition, these technical memorandums can be found on MnDOT's website. See (<http://techmemos.dot.state.mn.us/>).

2. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way

The Access Board is proposing these accessibility guidelines for the design, construction, and alteration of pedestrian facilities in the public right-of-way. The guidelines ensure that sidewalks, pedestrian street crossings, pedestrian signals, and other facilities for pedestrian circulation and use constructed or altered in the public right-of-way by state and local governments are readily accessible for pedestrians with disabilities. When the guidelines are adopted, with or without additions and modifications, as accessibility standards in regulations issued by other federal agencies implementing the ADA, Section 504 of the Rehabilitation Act, and the Architectural Barriers Act, compliance with these accessibility standards is mandatory. These proposed accessibility guidelines can be found on the Access Board website (<http://www.access-board.gov>) under Public Rights-of-Way or at <http://www.access-board.gov/attachments/article/743/nprm.pdf>.

3. Accessible Public Rights-of-Way Planning and Design for Alterations (August 2007)

This report and its recommendations are the work of the Public Rights-of-Way Access Advisory Committee (PROWAAC) – Subcommittee on Technical Assistance and are intended to provide technical assistance only. The report is not a rule and has no legal effect. It has not been endorsed by the U.S. Access Board, the Department of Justice, or the Federal Highway Administration of the Department of Transportation. Still it can be a technical advisory source

for engineers and technicians who are planning and designing for alterations to pedestrian elements. This document is on the Access Board website (<http://www.access-board.gov>) or at <http://www.access-board.gov/attachments/article/756/guide.pdf>.

4. Minnesota Department of Transportation

Building on the adoption of PROWAG as planning and design guidance for accessible pedestrian facilities, MnDOT has developed additional planning, design, and construction guidance that is available to local agencies. Listed below is information on additional design guidance available. This is not intended to be an exclusive or comprehensive list of ADA guidance, but rather an acknowledgement of guidance staff should consider and a starting point for information on providing accessible pedestrian facilities.

The MnDOT Accessibility webpage, which has good information in a variety of subject areas related to ADA and accessibility, can be found at <http://www.dot.state.mn.us/ada/index.html>. The webpage also provides the ability to sign up for ADA policy and design training classes when available and to review material from previous trainings.

Curb Ramp Guidelines: <http://www.dot.state.mn.us/ada/pdf/curbramp.pdf>

ADA Project Design Guide Memo:

<http://www.dot.state.mn.us/ada/pdf/adaprojectdesignguidememo.pdf> ADA Project Design Guide: <http://www.dot.state.mn.us/ada/pdf/adaprojectdesignguide.pdf>

Pedestrian Curb Ramp Details Standard Plans 5-297.250 can be found on MnDOT's website at <http://standardplans.dot.state.mn.us/>

Driveway and Sidewalk Details Standard Plans 5-297.254 can be found on MnDOT's website at <http://standardplans.dot.state.mn.us/>

MnDOT's 7000 series Standard Plates, which are approved standards drawings, provide information on standard details of construction and materials related to curbs, gutters, and sidewalks are on MnDOT's website at <http://standardplates.dot.state.mn.us/stdplate.aspx>

The MnDOT Road Design Manual serves as a uniform design guide for engineers and technicians working on MnDOT projects. The document is available to others (such as Hennepin County) as a technical resource. Chapter 11 – Special Designs, includes information on the design of pedestrian facilities. The Road Design Manual can be found at (<http://roaddesign.dot.state.mn.us/roaddesign.aspx>)

MnDOT's Pedestrian Accommodations Through Work Zones webpage, <http://www.dot.state.mn.us/trafficeng/workzone/apr.html> contains information on providing accessibility during impacts due to maintenance or construction activities.

B. Design Procedures

1. Intersection Corners

The City of North Mankato will attempt to construct or upgrade pedestrian curb ramps to be consistent with Access Board recommended designs parameters and MnDOT ADA design guidance and procedures to the extent feasible within all capital reconstruction projects. There may be limitations which make it technically infeasible for the City to achieve these goals at an intersection corner within the scope of any project. Those limitations will be noted and the intersection corners will be constructed to maximize accessibility to the extent feasible within the project scope. As future projects or opportunities arise, additional improvements at these locations may be incorporated into future projects. The City will strive to ensure that each intersection corner is constructed to be as accessible as possible.

2. Sidewalks / Trails

The City of North Mankato will attempt to construct or upgrade sidewalks and trails to be consistent with Access Board recommended designs parameters, MnDOT ADA design guidance and procedures to the extent feasible within all capital improvement projects. There may be limitations which make it technically infeasible for the City to achieve these goals within all segments of sidewalks or trails within the scope of any project. Those limitations will be noted and those segments will be constructed to maximize accessibility to the extent feasible within the project scope. As future projects or opportunities arise, additional improvements at these locations may be incorporated into future projects. The City will strive to ensure that every sidewalk or trail is constructed to be as accessible as possible.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11A	Department: Community Dev.	Council Meeting Date: 5/20/19																												
TITLE OF ISSUE: Consider Adopting Ordinance No. 115, Small Cell Wireless Equipment Installation Ordinance.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Planning Commission received a request from Verizon Wireless regarding installing Small Cell Wireless Facilities within the right of way. As a result of the request, City staff, with the assistance of the City Attorney and the League of Minneosta Cities created the proposed Small Cell Facilities Ordinance along with a Master Permit Agreement, permitted process guidelines and an application. Please review the proposed Ordinance. Community Development Director Fischer will be available to answer questions.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Adopt Ordinance No. 115, Small Cell Wireless Equipment Installation Ordinance.																														
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center; width: 50px;">Aye</td> <td style="text-align: center; width: 50px;">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	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 20%;">Resolution</td> <td style="text-align: center; width: 20%;">Ordinance</td> <td style="text-align: center; width: 20%;">Contract</td> <td style="text-align: center; width: 20%;">Minutes</td> <td style="text-align: center; width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Report</u> _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ORDINANCE NO. 115, FOURTH SERIES
AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA AMENDING CITY
CODE TITLE XV: LAND USAGE

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

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

§ 158.001 LEGISLATIVE INTENT

In order to accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community, in accordance with its authority to manage the Public Rights-of-Way within its jurisdiction, and to provide for a process in North Mankato to site Small Wireless Facilities (SWFs) in the Public Right-of-Way consistent with applicable provisions of both State and Federal law, the City council elects to regulate the installation, maintenance, and operation of SWFs within its Public Rights-of-Way and finds that these regulations are necessary to:

- (A) Effectively manage SWFs in the Public Right-of-Way, consistent with the provisions of applicable State and Federal law;
- (B) Provide for the installation of Small Wireless Facilities consistent with Minnesota Statutes sections 237.162 -.163; and
- (C) Encourage SWF designs and locations that minimize the impact on the surrounding neighborhood and to maintain the character and appearance of the City, consistent with other provisions of this Code and applicable State and Federal law.

§ 158.002 Definitions

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

ADMINISTRATOR. The North Mankato City Administrator, or his or her designee.

ANTENNA. Any exterior apparatus designed for telephonic, radio, data, internet or television communications through the sending and/or receiving of electromagnetic waves, including equipment attached to a Tower, pole, light standard or building for the purpose of providing personal wireless services including, for example, unlicensed wireless telecommunications services, wireless telecommunications services utilizing frequencies authorized by the FCC for "cellular," "paging," "enhanced specialized mobile radio," "low power mobile radio" and "personal communications services" telecommunications services.

APPLICANT. Any person that submits an application to the City to site, install, construct, collocate, modify and/or operate a Small Wireless Facility in the Public Right-of-Way.

CAMOUFLAGE, CONCEALMENT, OR CAMOUFLAGE DESIGN TECHNIQUES. A SWF is camouflaged or utilizes Camouflage Design Techniques when any measures are used in the design and siting of a SWF with the intent to minimize or eliminate the visual impact of such facilities to surrounding uses. A SWF site utilizes Camouflage Design Techniques when it (i) is integrated as an architectural feature of an existing structure such as a cupola, or (ii) is integrated in an outdoor fixture such as a flagpole, or (iii) uses a design which mimics and is consistent with the nearby natural, or architectural features (such as an artificial tree) or is incorporated into (Including without limitation, being attached to the exterior of such facilities and painted to match it) or replaces existing permitted facilities (including without limitation, stop signs or other traffic signs or freestanding light standards) so that the presence of the SWF is not readily apparent.

COLLOCATION OR COLLOCATE. To install, mount, maintain, modify, operate, or replace a SWF on, under, within, or adjacent to an existing Wireless Support Structure that is owned privately or by the City.

MICRO WIRELESS FACILITY OR MICRO CELLS. A Small Wireless Facility that is no larger than 24 inches long, 15 inches wide, and 12 inches high, and whose exterior antenna, if any, is no longer than 11 inches.

UTILITY POLE. A pole that is used in whole or in part to facilitate telecommunications or electric service.

PUBLIC RIGHTS-OF-WAY OR RIGHTS-OF-WAY (ROW). The area on, below, or above any public street, way, cartway, bicycle lane, alley, sidewalk, median, parkway, or boulevard, in which a local government unit has an interest, including other rights-of-way that are dedicated to public use for travel purposes and utility easements of the City.

RADIO FREQUENCY EMISSIONS LETTER. A sworn or notarized statement by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall comply with federal standards for radio frequency emissions

SMALL WIRELESS FACILITY OR SMALL CELLS (SWFS).

(A) a wireless facility that meets both of the following qualifications:

- 1) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and
- 2) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches,

cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume; or

(B) a Micro Wireless Facility.

SIGNAL NON-INTERFERENCE LETTER. A sworn or notarized letter from the applicant certifying that all SWFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service such as a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility. A wireless facility does not include wireless support structures, wireline backhaul facilities, or coaxial or fiber-optic cables between utility poles or wireless support structures not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a Public Right-of-Way designed to support or capable of supporting SWFs, as reasonably determined by the City.

§ 158.003 APPLICABILITY

The requirements set forth in this Chapter shall apply to all applications for Small Wireless Facilities located within the Public Right-of-Way.

§ 158.020 OPERATIONAL STANDARDS

(A) Federal Requirements. All SWFs shall meet the current standards and regulations of the FAA, the FCC and any other agency of the federal government with the authority to regulate SWFs. If such standards and regulations are changed, then the owners of the SWF governed by this Chapter shall bring such facility into compliance with such revised standards and regulations within the time period mandated by the controlling federal agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the SWF at the owner's expense.

(B) Legal Access. In all Applications for SWFs an applicant must submit a written acknowledgment from the owner of the property which is the subject of the application that it has legal authorization to submit the application for the SWF. An applicant must additionally warrant and represent that it will have legal access to the utilities to operate and maintain the SWF.

(C) Operation and Maintenance. To ensure the structural integrity of SWFs, the owner of a SWF shall ensure that it is maintained in compliance with standards contained in applicable local building and safety codes. If upon inspection, the City concludes that a SWF fails to comply with such codes and constitutes a danger to persons, property or the environment, then, upon written notice being provided to the owner of the SWF, the owner shall have 30 days from the date of notice to bring such

SWF into compliance. Upon good cause shown by the owner, the City's Chief Building Official may extend such compliance period not to exceed 90 days from the date of said notice. If the owner fails to bring such SWF into compliance within said time period, the City may remove such SWF at the owner's expense. If the SWF poses an immediate danger to persons, property, or the environment the City may cause for the SWF to be immediately deactivated or removed. The City will provide notice of such immediate deactivation or removal to the applicant as soon as practicable.

(D) Hazardous Materials. No hazardous materials shall be permitted in association with SWFs, except those necessary for the operations of the SWF and only in accordance with all applicable laws governing such materials.

(E) Interference with right-of-way. A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit. A permittee shall not alter vehicular circulation or parking within the ROW or impede vehicular, bicycle, or pedestrian access or visibility along the ROW.

(F) Abandonment and Removal. If a SWF has not been in use for a period of three months, the owner of the SWF shall notify the City of the non-use and shall indicate whether re-use is expected within the ensuing three months. Any SWF that is not operated for a continuous period of six months shall be considered abandoned. The City, in its sole discretion, may require an abandoned SWF to be removed. The owner of such SWF shall remove the same within 30 days of receipt of written notice from the City. If such SWF is not removed within said 30 days, the City may remove it at the owner's expense and any approved permits for the SWF shall be deemed to have expired.

§ 158.030 DESIGN STANDARDS FOR SWFS

(A) The requirements set forth in this Section shall apply to the location and design of all SWFs governed by this Chapter as specified below; provided, however, that the City may waive these requirements if it determines that the goals of this Chapter are better served thereby.

(B) General Requirements. The following requirements shall be met by all SWFs unless otherwise specified by this code:

(1) Where an applicant proposes collocation on a decorative wireless support structure, sign, or other structure not intended to support small wireless facilities, or on a structure that has multiple uses including temporary or seasonal additional uses, the City may impose reasonable camouflage requirements to accommodate the particular design, appearance, intended purpose, or multiple uses of such structure.

(2) An applicant shall submit design drawings and information explaining how the small wireless facility and the wireless support structure shall blend into the surrounding environment to the maximum extent possible, with consideration given to the use of conforming

building materials, color, texture, and screening. The facility and ground-mounted equipment shall minimize exposed cabling and mounting hardware, and shall match the structure it is attached to in color and, as close as practicable, in material and design.

(3) Lighting. SWFs shall not be artificially lighted, unless required by the FAA or other applicable governmental authority, or the SWF is mounted on a light pole or other similar structure primarily used for lighting purposes. If lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.

(4) Placement. Placement, location, and relocation of facilities must comply with the Minn. Stat. §§237.162, 237.163, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

(5) Adjacent to Single Family Residential Uses. New wireless support structures shall be sited in a manner that evaluates the proximity of the facility to single family residential structures. When placed near single family residential property, the wireless support structure shall be placed adjacent to the common side yard property line between adjoining residential properties, such that the SWF minimized visual impacts equitably among adjacent properties. In the case of a corner lot, the wireless support structure may be placed adjacent to the common side yard property line between adjoining residential properties, or on the corner formed by two intersecting streets. If these requirements are not reasonably feasible from a construction, engineering or design perspective, the applicant may submit a written statement to the Administrator requesting the SWF be exempt from these requirements.

(6) Small Wireless Special Conditions in Certain Areas. A SWF may be subject to special conditions or requirements pursuant to the City's approved design standards when proposed for installation in an underlying district or area zoned for single-family residential use or in a historic district established by federal or state law or City ordinance.

(7) Setbacks. SWFs shall not impair visual site lines in the ROW. SWFs will be required to have a reasonable setback from the travelled portion of the ROW if the City determines that the proposed location of a SWF in the ROW will impair visual site lines in the ROW.

(C) Additional Conditions. The City may impose additional reasonable conditions upon the issuance of the permit and/or the performance of the applicant thereunder, as appropriate to protect the health, safety, and welfare of the City, or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., Ch. 7560 (Pipeline Safety Excavation Notice).

(D) When an applicant proposes to install a new wireless support structure in the public right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way, as well as other reasonable requirements not inconsistent with Minn. Stat. § 237.162 or § 237.163.

§ 158.040 ADDITIONAL STANDARDS FOR SWFS

(A) The requirements set forth in this Section shall apply to the location and design of all SWFs governed by this Chapter as specified below; provided, however, that the City may waive these requirements if it determines that the goals of this Chapter are better served thereby.

(B) General Requirements. The following requirements shall be met by all SWFs unless otherwise specified by this code:

(1) An applicant shall notify the City of any routine maintenance or replacement activities or installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes if the work will obstruct a public right-of-way.

(2) Any new wireless support structures installed in the public right-of-way after May 31, 2017, shall not exceed 50 feet above ground level, except that a wireless support structure erected within the public right-of-way before May 31, 2017, that exceeds 50 feet above ground level may be replaced at the height of the existing wireless support structure. The City may agree to a greater height, subject to local zoning regulations and separation requirements in relation to other wireless support structures.

(3) Wireless facilities constructed in the right-of-way after May 31, 2017, may not extend more than 10 feet above an existing wireless support structure in place as of May 31, 2017.

(4) The applicant shall comply with reasonable accommodations for decorative wireless support structures or signs as directed by the Administrator.

(5) The applicant shall comply with any reasonable restocking, replacement, or relocation requirements when a new wireless support structure is placed in a public right-of-way as directed by the Administrator.

§ 158.050 REVIEW PROCEDURES AND REQUIREMENTS

(A) No new SWF shall be constructed in the Public Right-of-Way and no Collocation or modification to any SWF in the Public Right of Way may occur except after a written request from an Applicant, reviewed and approved by the City in accordance with this Chapter, and after execution of a collocation agreement with the City, if required, for the use of City-owned structures, or other legal right or approval, to use such structure by its owner; and upon issuance of a permit under this Section

158.050 and a building permit. All work done pursuant to SWF applications must be completed in accordance with all applicable building and safety requirements as set forth in this Code and any other applicable regulations.

(B) **Small Wireless Facility Right-of-Way Permits.** A small wireless facility permit is required for a right-of-way user to erect, install, or maintain a small wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the public right-of-way of the City. Once an application is granted, it shall be considered a SWF permit, which shall remain in effect for the length of time the facility is in use, unless revoked for breach of the terms of the permit, this Chapter, or for other lawful reason. The granting of a SWF permit does not preclude the need for a building permit, lane closure permit or any other similar authorization as may be required by the North Mankato Code.

(C) **Application Requirements.** The Administrator shall prepare, and from time to time revise and make publicly available, an application form. The application for a small wireless facility permit is made to the City. The application will be considered complete only upon compliance with all of the following requirements:

(1) The applicant shall identify each existing wireless support structure on which it seeks to collocate a small wireless facility and, if applicable, identify each new wireless support structure to be erected for the purpose of installation, operation and maintenance of a small wireless facility. Identification includes submittal of a scaled site plan, photo simulation, scaled elevation view and other supporting drawings and calculations, showing the location and dimension of all improvements, including information concerning topography, tower height, materials and colors of poles and equipment, setbacks, adjacent uses, drainage, compliance with the City's intersection and driveway sight distance standards and other information deemed by the Administrator to be necessary to assess compliance with this Section. Documents requiring signatures and seals by appropriate qualified professionals shall be provided by Applicant after approval of the application by the Administrator.

(2) If neither the applicant nor the City will be the owner of the existing or to be erected wireless support structure, applicant must provide an proof of authorization by which the owner of the structure grants applicant authority to utilize the support structure for locating or collocating a small cell wireless facility.

(3) Applicant shall submit design drawings and information explaining how the small wireless facility and the wireless support structure shall blend into the surrounding environment to the maximum extent possible, with consideration given to the use of conforming building materials, color, texture, and screening. The facility and ground-mounted equipment shall minimize exposed cabling and mounting hardware, and shall match the structure it is attached to in color and, as close as practicable, in material and design.

(4) An applicant shall submit a Radio Frequency Emissions letter signed by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall comply with federal standards for radio frequency emissions.

(5) An applicant shall submit a Signal Non-Interference Letter signed by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

(6) The City may recover its rights-of-way management costs by imposing a fee for each small cell wireless facility permit, or, when appropriate, a fee applicable to a particular telecommunications right-of-way user when that user causes the City to incur costs as a result of actions or inactions of that user. These fees must be in compliance with the provisions and limitations of Minn. Stat. § 237.163, Subd. 6 and Subd. 7, and applicable federal law.

(7) Where an applicant proposes to replace a wireless support structure owned by the City, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

(D) Consolidated Applications. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:

- (1) are located within a two-mile radius;
- (2) consist of substantially similar equipment; and
- (3) are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

(E) Small Cell Wireless Facility Agreement. If a small cell wireless facility is to be located or collocated on a wireless support structure owned or controlled by the City, or on any other City asset in the right-of-way, the applicant shall execute a small cell wireless facility collocation agreement with the City. The collocation agreement may require payment of the following:

- (1) Up to \$150 per year for rent to collocate on the City structure;
- (2) \$25 per year for maintenance associated with the collocation;
- (3) A monthly fee for electrical service as follows:
 - (a) \$73 per radio node less than or equal to 100 maximum watts;
 - (b) \$182 per radio node over 100 maximum watts; or
 - (c) The actual costs of electricity, if the actual cost exceed the foregoing.

The collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the City and applicant, nor does it limit or impact the ability of the City to generally manage its public rights-of-way as provided under Minn. Stat. § 237.163 Subd. 2, or to recover its rights-of-way management costs as provided for herein and under state law.

(F) Abandonment and Removal. Prior to approval, the applicant shall acknowledge in writing that it is responsible for the removal of a SWF that is abandoned or is unused for a period of six months.

(G) Application Review. Applications for SWFs shall be reviewed and approved by the Administrator for conformance to this Chapter and the Code. The Administrator reserves the right to forward any application that does not conform with the requirements of this Chapter to the City Council for final action. Applications for SWFs shall be reviewed in accordance with Minn. Stat. 237.163, subd. 3c and to the extent not inconsistent with state law, local zoning requirements of the City.

(H) Decision. Unless otherwise provided by applicable law, within 90 days of the date upon which an applicant submits an Application, the City shall render a decision on the application for a SWF under this Chapter., unless the collocation is on an existing wireless support structure, which, in those instances, the City shall approve or deny the small wireless facility permit within 60 days. Any decisions to approve, approve with conditions, or deny an Application for a SWF, shall be in writing and supported by substantial evidence in a written record. The applicant shall receive a copy of the decision. The foregoing shall apply only to applications for SWFs under this Chapter and shall not apply to any building, right-of-way, or any other permit issued by the City pursuant to the provisions of this Code.

(1) Tolling of Deadline on Small Wireless Facility Permit. The deadline for action on a small wireless facility permit application may be tolled if:

(a) The City receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the City may extend the deadline for all such applications by 30 days and shall inform the affected applicant in writing of such extension;

(b) The applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the applicant within 30 days of receipt of the application. Upon submission of additional documents or information, the City shall have ten days to notify the applicant in writing of any still-missing information; or

(c) The City and a small wireless facility applicant agree in writing to toll the review period.

(2) Upon applicant's submittal of additional documents or information in response to a notice of incompleteness, the City has 10 days to notify the applicant in writing of any information requested in the initial notice of incompleteness that is still missing. Second or subsequent notices of incompleteness may not specify documents or information that were not delineated in the original notice of incompleteness. Requests for information not requested in the initial notice of incompleteness do not toll the 90-day deadline for action.

§ 158.060 INDEMNIFICATION AND INSURANCE

(A) Indemnification. By accepting a permit under this subchapter the permittee and its assignees agree to defend, indemnify, and hold harmless the City and its elected officials, directors, officers, employees, agents, and representatives from and against any and all claims, demands, actions, losses, or judgments, including damages to City property, arising out of or relating to applicant's use of the right-of-way and/or its installation, operation, use, maintenance, repair, removal, or presence of applicant's facilities, structures or equipment, and including reasonable attorneys' fees and other costs and expenses. This indemnification provision does not replace but rather is supplemental to and is to be interpreted consistent with the provisions of Minn. Rule 7819.1250.

(B) Insurance. All applicants for SWFs shall provide to the City:

(1) A certificate of insurance or self-insurance:

(a) Verifying that an insurance policy has been issued to the permittee by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the City.

(b) Verifying that the permittee is insured against claims for personal injury, including death, as well as claims for property damage arising out of the:

(i) Use and occupancy of the right of way by the permittee, its officers, agents, employees, and permittees, and

(ii) Placement and use of facilities and equipment in the right of way by the permittee, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;

(c) Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

(d) Requiring that the City be notified thirty (30) days in advance of cancelation of the policy or material modification of a coverage term;

(e) Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this chapter.

(2) If the person is a corporation, a copy of the certificate required to be filed under Minn. Stat. 300.06 as recorded and certified to by the Secretary of State.

(3) A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

§ 158.070 MISCELLANEOUS PROVISIONS

(A) Compliance with Applicable Law. Notwithstanding the approval of an Application for new SWFs or collocation as described herein, a permittee's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public. All work done pursuant to SWF applications must be completed in accordance with all applicable building, structural, electrical, and safety requirements as set forth in City Code and any other applicable laws or regulations. In addition, all SWF Applications shall comply with the following:

(1) Comply with any permit or license issued by a local, state, or federal agency with jurisdiction of the SWF;

(2) Be maintained in good working condition and to the standards established at the time of Application approval; and

(3) Remain free from trash, debris, litter, graffiti, and other forms of vandalism. Any damage shall be repaired as soon as practicable, and in no instance more than ten calendar days from the time of notification by the City or after discovery by the owner or operator of the Site. Damage includes any kind of damage to a pole, including knock downs and similar damage that requires removal and replacement. Notwithstanding the foregoing, any graffiti on SWFs located in the rights-of-way or on other City-owned property may be removed by the City at its discretion, and the owner and/or operator of the SWF shall pay all costs of such removal within thirty (30) days after receipt of an invoice from the City.

(B) Completion Certificate. Upon request by the City, the applicant shall provide a completion certificate within 45 days after installation of a SWF in the Public Right-of-Way, demonstrating that as installed and in operation, the SWF complies with all conditions of approval, applicable Code requirements and regulations, in accordance Minnesota Rules 7819.1300.

Section 2. After adoption, signing and attestation, this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the City Council this 20th day of May 2019.

Mayor

ATTEST:

City Clerk

REVIEW OF SMALL CELL WIRELESS EQUIPMENT INSTALLATION ORDINANCE

THE CITY OF NORTH MANKATO

SUBJECT: Small Cell Ordinance
APPLICANT: City of North Mankato
LOCATION: City Wide
EXISTING ZONING: -
DATE OF HEARING: April 11, 2019
DATE OF REPORT: April 3, 2019
REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request to consider Small Cell Facilities Ordinance

COMMENT

In May of 2017, Governor Dayton signed into law a bill amending Minnesota's telecommunications Right of Way Used Law. The amendments cleared up any confusion about whether wireless providers are treated the same as other telecommunications right of way users under state law, but created a separate, streamlined permitting system for the placement of small wireless facilities on city-owned structures in rights of way. Small cell wireless equipment is used in conjunction with large cell towers to improve coverage and accommodate new technology which can be installed on light and utility poles.

Within the past year, staff received an inquiry from Verizon Wireless regarding our process for installing Small Cell Wireless Facilities within the right of way. We were advised that in order to regulate these facilities and have them located within the right of way, we need to incorporate the provisions of the new law into our City Code. As a result, staff worked with special counsel to review the City's current code provisions and created a new chapter in the City Code to address the permitting and installation of Small Cell equipment. In addition to the new chapter, a Master Permit Agreement, permitted process guidelines and application was prepared and attached for your review and consideration.

The City may elect to charge each small wireless facility attached to a city owned support structure a fee in addition to other fees or charges allowed under the law, consisting of: (1) up to \$150 per year for rent to occupy space on a support structure; (2) up to \$25 per year for maintenance associated with the space occupied on a support structure; and (3) an additional monthly fee for electricity

used to operate a small wireless facility, if not purchased directly from a utility company.

For a full overview of the proposed ordinance and its preparation, please the confidential memorandum from special counsel.

RECOMMENDATION

Staff recommends approval of the Small Communication Facilities in Rights-of-Way ordinance and supporting material.

Chapter 157 SMALL WIRELESS COMMUNICATION FACILITIES IN RIGHTS-OF-WAY

§ 157.001 LEGISLATIVE INTENT

In order to accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community, in accordance with its authority to manage the Public Rights-of-Way within its jurisdiction, and to provide for a process in North Mankato to site Small Wireless Facilities (SWFs) in the Public Right-of-Way consistent with applicable provisions of both State and Federal law, the City council elects to regulate the installation, maintenance, and operation of SWFs within its Public Rights-of-Way and finds that these regulations are necessary to:

- (A) Effectively manage SWFs in the Public Right-of-Way, consistent with the provisions of applicable State and Federal law;
- (B) Provide for the installation of Small Wireless Facilities consistent with Minnesota Statutes sections 237.162 -.163; and
- (C) Encourage SWF designs and locations that minimize the impact on the surrounding neighborhood and to maintain the character and appearance of the City, consistent with other provisions of this Code and applicable State and Federal law.

§ 157.002 Definitions

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

ADMINISTRATOR. The North Mankato City Administrator, or his or her designee.

ANTENNA. Any exterior apparatus designed for telephonic, radio, data, internet or television communications through the sending and/or receiving of electromagnetic waves, including equipment attached to a Tower, pole, light standard or building for the purpose of providing personal wireless services including, for example, unlicensed wireless telecommunications services, wireless telecommunications services utilizing frequencies authorized by the FCC for "cellular," "paging," "enhanced specialized mobile radio," "low power mobile radio" and "personal communications services" telecommunications services.

APPLICANT. Any person that submits an application to the City to site, install, construct, collocate, modify and/or operate a Small Wireless Facility in the Public Right-of-Way.

CAMOUFLAGE, CONCEALMENT, OR CAMOUFLAGE DESIGN TECHNIQUES. A SWF is camouflaged or utilizes Camouflage Design Techniques when any measures are used in the design and siting of a SWF with the intent to minimize or eliminate the visual impact of such facilities to surrounding uses. A SWF site utilizes Camouflage Design Techniques when it (i) is integrated as an architectural feature of an existing structure such as a cupola, or (ii) is integrated in an outdoor fixture

such as a flagpole, or (iii) uses a design which mimics and is consistent with the nearby natural, or architectural features (such as an artificial tree) or is incorporated into (Including without limitation, being attached to the exterior of such facilities and painted to match it) or replaces existing permitted facilities (including without limitation, stop signs or other traffic signs or freestanding light standards) so that the presence of the SWF is not readily apparent.

COLLOCATION OR COLLOCATE. To install, mount, maintain, modify, operate, or replace a SWF on, under, within, or adjacent to an existing Wireless Support Structure that is owned privately or by the City.

MICRO WIRELESS FACILITY OR MICRO CELLS. A Small Wireless Facility that is no larger than 24 inches long, 15 inches wide, and 12 inches high, and whose exterior antenna, if any, is no longer than 11 inches.

UTILITY POLE. A pole that is used in whole or in part to facilitate telecommunications or electric service.

PUBLIC RIGHTS-OF-WAY OR RIGHTS-OF-WAY (ROW). The area on, below, or above any public street, way, cartway, bicycle lane, alley, sidewalk, median, parkway, or boulevard, in which a local government unit has an interest, including other rights-of-way that are dedicated to public use for travel purposes and utility easements of the City.

RADIO FREQUENCY EMISSIONS LETTER. A sworn or notarized statement by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall comply with federal standards for radio frequency emissions

SMALL WIRELESS FACILITY OR SMALL CELLS (SWFS).

(A) a wireless facility that meets both of the following qualifications:

- 1) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and
- 2) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume; or

(B) a Micro Wireless Facility.

SIGNAL NON-INTERFERENCE LETTER. A sworn or notarized letter from the applicant certifying that all SWFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service such as a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility. A wireless facility does not include wireless support structures, wireline backhaul facilities, or coaxial or fiber-optic cables between utility poles or wireless support structures not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a Public Right-of-Way designed to support or capable of supporting SWFs, as reasonably determined by the City.

§ 156.003 APPLICABILITY

The requirements set forth in this Chapter shall apply to all applications for Small Wireless Facilities located within the Public Right-of-Way.

§ 157.020 OPERATIONAL STANDARDS

(A) Federal Requirements. All SWFs shall meet the current standards and regulations of the FAA, the FCC and any other agency of the federal government with the authority to regulate SWFs. If such standards and regulations are changed, then the owners of the SWF governed by this Chapter shall bring such facility into compliance with such revised standards and regulations within the time period mandated by the controlling federal agency. Failure to meet such revised standards and regulations shall constitute grounds for the removal of the SWF at the owner's expense.

(B) Legal Access. In all Applications for SWFs an applicant must submit a written acknowledgment from the owner of the property which is the subject of the application that it has legal authorization to submit the application for the SWF. An applicant must additionally warrant and represent that it will have legal access to the utilities to operate and maintain the SWF.

(C) Operation and Maintenance. To ensure the structural integrity of SWFs, the owner of a SWF shall ensure that it is maintained in compliance with standards contained in applicable local building and safety codes. If upon inspection, the City concludes that a SWF fails to comply with such codes and constitutes a danger to persons, property or the environment, then, upon written notice being provided to the owner of the SWF, the owner shall have 30 days from the date of notice to bring such SWF into compliance. Upon good cause shown by the owner, the City's Chief Building Official may extend such compliance period not to exceed 90 days from the date of said notice. If the owner fails to bring such SWF into compliance within said time period, the City may remove such SWF at the owner's expense. If the SWF poses an immediate danger to persons, property, or the environment the City may cause for the SWF to be immediately deactivated or removed. The City will provide notice of such immediate deactivation or removal to the applicant as soon as practicable.

(D) Hazardous Materials. No hazardous materials shall be permitted in association with SWFs, except those necessary for the operations of the SWF and only in accordance with all applicable laws governing such materials.

(E) Interference with right-of-way. A permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit. A permittee shall not alter vehicular circulation or parking within the ROW or impede vehicular, bicycle, or pedestrian access or visibility along the ROW.

(F) Abandonment and Removal. If a SWF has not been in use for a period of three months, the owner of the SWF shall notify the City of the non-use and shall indicate whether re-use is expected within the ensuing three months. Any SWF that is not operated for a continuous period of six months shall be considered abandoned. The City, in its sole discretion, may require an abandoned SWF to be removed. The owner of such SWF shall remove the same within 30 days of receipt of written notice from the City. If such SWF is not removed within said 30 days, the City may remove it at the owner's expense and any approved permits for the SWF shall be deemed to have expired.

§ 157.030 DESIGN STANDARDS FOR SWFS

(A) The requirements set forth in this Section shall apply to the location and design of all SWFs governed by this Chapter as specified below; provided, however, that the City may waive these requirements if it determines that the goals of this Chapter are better served thereby.

(B) General Requirements. The following requirements shall be met by all SWFs unless otherwise specified by this code:

(1) Where an applicant proposes collocation on a decorative wireless support structure, sign, or other structure not intended to support small wireless facilities, or on a structure that has multiple uses including temporary or seasonal additional uses, the City may impose reasonable camouflage requirements to accommodate the particular design, appearance, intended purpose, or multiple uses of such structure.

(2) An applicant shall submit design drawings and information explaining how the small wireless facility and the wireless support structure shall blend into the surrounding environment to the maximum extent possible, with consideration given to the use of conforming building materials, color, texture, and screening. The facility and ground-mounted equipment shall minimize exposed cabling and mounting hardware, and shall match the structure it is attached to in color and, as close as practicable, in material and design.

(3) Lighting. SWFs shall not be artificially lighted, unless required by the FAA or other applicable governmental authority, or the SWF is mounted on a light pole or other similar

structure primarily used for lighting purposes. If lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. Lighting shall be shielded or directed to the greatest extent possible so as to minimize the amount of glare and light falling onto nearby properties, particularly residences.

(4) Placement. Placement, location, and relocation of facilities must comply with the Minn. Stat. §§237.162, 237.163, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

(5) Adjacent to Single Family Residential Uses. New wireless support structures shall be sited in a manner that evaluates the proximity of the facility to single family residential structures. When placed near single family residential property, the wireless support structure shall be placed adjacent to the common side yard property line between adjoining residential properties, such that the SWF minimized visual impacts equitably among adjacent properties. In the case of a corner lot, the wireless support structure may be placed adjacent to the common side yard property line between adjoining residential properties, or on the corner formed by two intersecting streets. If these requirements are not reasonably feasible from a construction, engineering or design perspective, the applicant may submit a written statement to the Administrator requesting the SWF be exempt from these requirements.

(6) Small Wireless Special Conditions in Certain Areas. A SWF may be subject to special conditions or requirements pursuant to the City's approved design standards when proposed for installation in an underlying district or area zoned for single-family residential use or in a historic district established by federal or state law or City ordinance.

(7) Setbacks. SWFs shall not impair visual site lines in the ROW. SWFs will be required to have a reasonable setback from the travelled portion of the ROW if the City determines that the proposed location of a SWF in the ROW will impair visual site lines in the ROW.

(C) Additional Conditions. The City may impose additional reasonable conditions upon the issuance of the permit and/or the performance of the applicant thereunder, as appropriate to protect the health, safety, and welfare of the City, or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., Ch. 7560 (Pipeline Safety Excavation Notice).

(D) When an applicant proposes to install a new wireless support structure in the public right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way, as well as other reasonable requirements not inconsistent with Minn. Stat. § 237.162 or § 237.163.

§ 157.040 ADDITIONAL STANDARDS FOR SWFS

(A) The requirements set forth in this Section shall apply to the location and design of all SWFs governed by this Chapter as specified below; provided, however, that the City may waive these requirements if it determines that the goals of this Chapter are better served thereby.

(B) General Requirements. The following requirements shall be met by all SWFs unless otherwise specified by this code:

(1) An applicant shall notify the City of any routine maintenance or replacement activities or installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes if the work will obstruct a public right-of-way.

(2) Any new wireless support structures installed in the public right-of-way after May 31, 2017, shall not exceed 50 feet above ground level, except that a wireless support structure erected within the public right-of-way before May 31, 2017, that exceeds 50 feet above ground level may be replaced at the height of the existing wireless support structure. The City may agree to a greater height, subject to local zoning regulations and separation requirements in relation to other wireless support structures.

(3) Wireless facilities constructed in the right-of-way after May 31, 2017, may not extend more than 10 feet above an existing wireless support structure in place as of May 31, 2017.

(4) The applicant shall comply with reasonable accommodations for decorative wireless support structures or signs as directed by the Administrator.

(5) The applicant shall comply with any reasonable restocking, replacement, or relocation requirements when a new wireless support structure is placed in a public right-of-way as directed by the Administrator.

§ 157.050 REVIEW PROCEDURES AND REQUIREMENTS

(A) No new SWF shall be constructed in the Public Right-of-Way and no Collocation or modification to any SWF in the Public Right of Way may occur except after a written request from an Applicant, reviewed and approved by the City in accordance with this Chapter, and after execution of a collocation agreement with the City, if required, for the use of City-owned structures, or other legal right or approval, to use such structure by its owner; and upon issuance of a permit under this Section 157.050 and a building permit. All work done pursuant to SWF applications must be completed in accordance with all applicable building and safety requirements as set forth in this Code and any other applicable regulations.

(B) Small Wireless Facility Right-of-Way Permits. A small wireless facility permit is required for a right-of-way user to erect, install, or maintain a small wireless support structure, to

collocate a small wireless facility, or to otherwise install a small wireless facility in the public right-of-way of the City. Once an application is granted, it shall be considered a SWF permit, which shall remain in effect for the length of time the facility is in use, unless revoked for breach of the terms of the permit, this Chapter, or for other lawful reason. The granting of a SWF permit does not preclude the need for a building permit, lane closure permit or any other similar authorization as may be required by the North Mankato Code.

(C) **Application Requirements.** The Administrator shall prepare, and from time to time revise and make publicly available, an application form. The application for a small wireless facility permit is made to the City. The application will be considered complete only upon compliance with all of the following requirements:

(1) The applicant shall identify each existing wireless support structure on which it seeks to collocate a small wireless facility and, if applicable, identify each new wireless support structure to be erected for the purpose of installation, operation and maintenance of a small wireless facility. Identification includes submittal of a scaled site plan, photo simulation, scaled elevation view and other supporting drawings and calculations, showing the location and dimension of all improvements, including information concerning topography, tower height, materials and colors of poles and equipment, setbacks, adjacent uses, drainage, compliance with the City's intersection and driveway sight distance standards and other information deemed by the Administrator to be necessary to assess compliance with this Section. Documents requiring signatures and seals by appropriate qualified professionals shall be provided by Applicant after approval of the application by the Administrator.

(2) If neither the applicant nor the City will be the owner of the existing or to be erected wireless support structure, applicant must provide an proof of authorization by which the owner of the structure grants applicant authority to utilize the support structure for locating or collocating a small cell wireless facility.

(3) Applicant shall submit design drawings and information explaining how the small wireless facility and the wireless support structure shall blend into the surrounding environment to the maximum extent possible, with consideration given to the use of conforming building materials, color, texture, and screening. The facility and ground-mounted equipment shall minimize exposed cabling and mounting hardware, and shall match the structure it is attached to in color and, as close as practicable, in material and design.

(4) An applicant shall submit a Radio Frequency Emissions letter signed by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall comply with federal standards for radio frequency emissions.

(5) An applicant shall submit a Signal Non-Interference Letter signed by the applicant or the owner that the applicant is representing, representing that all SWFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.

(6) The City may recover its rights-of-way management costs by imposing a fee for each small cell wireless facility permit, or, when appropriate, a fee applicable to a particular telecommunications right-of-way user when that user causes the City to incur costs as a result of actions or inactions of that user. These fees must be in compliance with the provisions and limitations of Minn. Stat. § 237.163, Subd. 6 and Subd. 7, and applicable federal law.

(7) Where an applicant proposes to replace a wireless support structure owned by the City, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

(D) Consolidated Applications. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the City, provided that all small wireless facilities in the application:

- (1) are located within a two-mile radius;
- (2) consist of substantially similar equipment; and
- (3) are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

(E) Small Cell Wireless Facility Agreement. If a small cell wireless facility is to be located or collocated on a wireless support structure owned or controlled by the City, or on any other City asset in the right-of-way, the applicant shall execute a small cell wireless facility collocation agreement with the City. The collocation agreement may require payment of the following:

- (1) Up to \$150 per year for rent to collocate on the City structure;
- (2) \$25 per year for maintenance associated with the collocation;
- (3) A monthly fee for electrical service as follows:
 - (a) \$73 per radio node less than or equal to 100 maximum watts;
 - (b) \$182 per radio node over 100 maximum watts; or
 - (c) The actual costs of electricity, if the actual cost exceed the foregoing.

The collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the City and applicant, nor does it limit or impact the ability of the City to generally manage its public rights-of-way as provided under Minn. Stat. § 237.163 Subd. 2, or to recover its rights-of-way management costs as provided for herein and

under state law.

(F) Abandonment and Removal. Prior to approval, the applicant shall acknowledge in writing that it is responsible for the removal of a SWF that is abandoned or is unused for a period of six months.

(G) Application Review. Applications for SWFs shall be reviewed and approved by the Administrator for conformance to this Chapter and the Code. The Administrator reserves the right to forward any application that does not conform with the requirements of this Chapter to the City Council for final action. Applications for SWFs shall be reviewed in accordance with Minn. Stat. 237.163, subd. 3c and to the extent not inconsistent with state law, local zoning requirements of the City.

(H) Decision. Unless otherwise provided by applicable law, within 90 days of the date upon which an applicant submits an Application, the City shall render a decision on the application for a SWF under this Chapter., unless the collocation is on an existing wireless support structure, which, in those instances, the City shall approve or deny the small wireless facility permit within 60 days. Any decisions to approve, approve with conditions, or deny an Application for a SWF, shall be in writing and supported by substantial evidence in a written record. The applicant shall receive a copy of the decision. The foregoing shall apply only to applications for SWFs under this Chapter and shall not apply to any building, right-of-way, or any other permit issued by the City pursuant to the provisions of this Code.

(1) Tolling of Deadline on Small Wireless Facility Permit. The deadline for action on a small wireless facility permit application may be tolled if:

(a) The City receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the City may extend the deadline for all such applications by 30 days and shall inform the affected applicant in writing of such extension;

(b) The applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the applicant within 30 days of receipt of the application. Upon submission of additional documents or information, the City shall have ten days to notify the applicant in writing of any still-missing information; or

(c) The City and a small wireless facility applicant agree in writing to toll the review period.

(2) Upon applicant's submittal of additional documents or information in response to a notice of incompleteness, the City has 10 days to notify the applicant in writing of any information requested in the initial notice of incompleteness that is still missing. Second or subsequent notices of incompleteness may not specify documents or information that were not delineated in the original notice of incompleteness. Requests for information not requested in

the initial notice of incompleteness do not toll the 90-day deadline for action.

§ 157.060 INDEMNIFICATION AND INSURANCE

(A) Indemnification. By accepting a permit under this subchapter the permittee and its assignees agree to defend, indemnify, and hold harmless the City and its elected officials, directors, officers, employees, agents, and representatives from and against any and all claims, demands, actions, losses, or judgments, including damages to City property, arising out of or relating to applicant's use of the right-of-way and/or its installation, operation, use, maintenance, repair, removal, or presence of applicant's facilities, structures or equipment, and including reasonable attorneys' fees and other costs and expenses. This indemnification provision does not replace but rather is supplemental to and is to be interpreted consistent with the provisions of Minn. Rule 7819.1250.

(B) Insurance. All applicants for SWFs shall provide to the City:

(1) A certificate of insurance or self-insurance:

(a) Verifying that an insurance policy has been issued to the permittee by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the City.

(b) Verifying that the permittee is insured against claims for personal injury, including death, as well as claims for property damage arising out of the:

(i) Use and occupancy of the right of way by the permittee, its officers, agents, employees, and permittees, and

(ii) Placement and use of facilities and equipment in the right of way by the permittee, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;

(c) Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

(d) Requiring that the City be notified thirty (30) days in advance of cancelation of the policy or material modification of a coverage term;

(e) Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this chapter.

(2) If the person is a corporation, a copy of the certificate required to be filed under Minn. Stat. 300.06 as recorded and certified to by the Secretary of State.

(3) A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

§ 157.070 MISCELLANEOUS PROVISIONS

(A) Compliance with Applicable Law. Notwithstanding the approval of an Application for new SWFs or collocation as described herein, a permittee's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public. All work done pursuant to SWF applications must be completed in accordance with all applicable building, structural, electrical, and safety requirements as set forth in City Code and any other applicable laws or regulations. In addition, all SWF Applications shall comply with the following:

(1) Comply with any permit or license issued by a local, state, or federal agency with jurisdiction of the SWF;

(2) Be maintained in good working condition and to the standards established at the time of Application approval; and

(3) Remain free from trash, debris, litter, graffiti, and other forms of vandalism. Any damage shall be repaired as soon as practicable, and in no instance more than ten calendar days from the time of notification by the City or after discovery by the owner or operator of the Site. Damage includes any kind of damage to a pole, including knock downs and similar damage that requires removal and replacement. Notwithstanding the foregoing, any graffiti on SWFs located in the rights-of-way or on other City-owned property may be removed by the City at its discretion, and the owner and/or operator of the SWF shall pay all costs of such removal within thirty (30) days after receipt of an invoice from the City.

(B) Completion Certificate. Upon request by the City, the applicant shall provide a completion certificate within 45 days after installation of a SWF in the Public Right-of-Way, demonstrating that as installed and in operation, the SWF complies with all conditions of approval, applicable Code requirements and regulations, in accordance Minnesota Rules 7819.1300.

MASTER PERMIT AGREEMENT

This Master Permit Agreement (the "**Agreement**") made this ____ day of _____, 20__, between the City of North Mankato, Minnesota, with its principal offices located at _____, Minnesota _____ hereinafter designated **CITY**, and _____, with its principal offices located at _____ (telephone number _____), hereinafter designated **PERMITEE**. CITY and PERMITEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

CITY owns and controls the public rights-of-way and utility easements ("**ROW**") that are potentially capable of supporting small wireless facilities ("**Wireless Support Structure**") in the geographic area of a license held by PERMITEE to provide wireless services issued by the Federal Communications Commission (the "**FCC License**"); and

PERMITEE desires to install, maintain and operate wireless communications equipment on certain Wireless Support structures in the ROW; and

CITY and PERMITEE desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to authorization for access to utilize the ROW and in connection with particular sites where PERMITEE desires to locate its small wireless facilities on third party or PERMITEE-owned Wireless Support Structures; and

CITY and PERMITEE acknowledge that they will enter into a permit supplement ("**Supplement**"), in substantially the form attached hereto as **Exhibit A**, with respect to each particular Wireless Support Structure on which PERMITEE will locate. Each Supplement shall be signed by CITY's designee.

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and all Exhibits hereto, CITY grants to PERMITEE a permit to utilize certain space described in the applicable Supplement within the City's ROW (the Wireless Support Structures and surrounding real property located in the ROW are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over, under and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of PERMITEE's small wireless facilities. The space permitted, as described in the applicable Supplement is hereinafter collectively referred to as the "**Premises**". The Premises may include, without limitation, certain space on the ground (the "**Equipment Space**") on the Property, and space on a Wireless Support Structure owned by the CITY or any third party (subject to written authorization from such third party) sufficient for the installation, operation and maintenance of poles, antennas and other equipment (the "**Antenna Space**") as described in the Supplement. Notwithstanding anything in any Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "**Cabling Space**") running between and among the various portions of the Premises and, subject to all Applicable Laws, the ability to connect to all necessary electrical and telephone utility, cable, and fiber sources located within the Property. If there are not sufficient electric and telephone utility, cable, or fiber sources located on

the Property, and if CITY, in its sole discretion believes that there is adequate space available on or in close proximity to the Premises that PERMITEE wishes to lease for the installation of such facilities, CITY agrees to grant PERMITEE, or the local utility, or fiber or cable provider, the right to install any utilities, cable, and fiber on, through, over, and under the Property necessary for PERMITEE to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by CITY. The parties understand and agree that this Agreement is a limited grant of authority subject in all respects to Applicable Laws regarding the kind, size, height and bulk of structures in the ROW, and further subject to all provisions contained herein, including without limitation, Exhibit B.

2. PERMIT SUBJECT TO CITY POLICE POWERS AND APPLICABLE LAW. This Agreement, and all of the rights granted to PERMITEE herein and in any Supplement, is subject to the City's police powers, and the requirement that in the exercise of its rights, PERMITEE must comply with all "Applicable Laws" (as hereinafter defined). Likewise, CITY shall comply with all Applicable Laws. This grant is subject to the terms, conditions and other provisions set forth in this Agreement and all Applicable Laws. PERMITEE shall install its communications equipment consistent with CITY's ordinances and regulations. The parties understand and agree that this Agreement is a limited grant of authority subject in all respects to Applicable Law regarding the kind, size, height and bulk of structures in the ROW. For purposes of this Agreement, "Applicable Laws" means all laws, statutes, regulations, ordinances, resolutions, judicial decisions, rules, permits, administrative orders or other requirements of the CITY or other governmental or judicial authority having the force and effect of law applicable to the subject of this Agreement or PERMITEE's use that are in force during the term of this Agreement, as lawfully amended including, without limitation, CITY's code. This Agreement does not limit any rights or grant any new rights PERMITEE may have in accordance with Applicable Laws to install its own poles in the right of way or to attach PERMITEE's equipment to third-party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Applicable Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially altered, preempted, or superseded by changes in Applicable Laws, the parties agree to amend the Agreement and/or Supplement to reflect the change.

3. CONDITION OF PROPERTY AND INFORMATION TO BE CONSIDERED BY CITY IN DETERMINING WHETHER TO APPROVE A SUPPLEMENT. PERMITEE shall provide the following information to CITY with any request to locate communications facilities on Wireless Support Structures and/or to install new Wireless Support Structures:

a. Plot plan, engineering design, and specifications for installation of the communications equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance.

b. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.

c. If attaching to an existing pole, documentation from the pole owner verifying the pole is eligible for attachment. PERMITEE, at its expense, must include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of the communications facilities. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.

d. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.

e. Description of the utility services required to support the facilities to be installed.

f. For traffic signal poles, provide information required by Exhibit A-2 of this Agreement.

4. TERM; RENTAL FOR ATTACHMENTS TO CITY-OWNED POLES.

This Agreement shall be for a term of fifteen (15) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "**Effective Date**"), provided however, the initial term of each Supplement shall be for five (5) years and shall commence on the date of execution of the Supplement by both parties (the "**Commencement Date**"), at which time rental payments for any attachments to CITY-owned poles shall commence and be due at a total annual rental of Three Hundred and No/100 Dollars (\$300.00) (the "Annual Rental"). The annual rental for each Supplement shall be set forth in the Supplement and shall be paid in advance annually on the Commencement Date and on each anniversary of the Commencement Date, in advance, to the payee designated by CITY in the Supplement, or to such other person, firm or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 16 below. No rental payment is required for attachments to poles that are not owned by the CITY. CITY and PERMITEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. CITY and PERMITEE acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by PERMITEE until sixty (60) days after PERMITEE's receipt of written acknowledgement confirming the Commencement Date of each Supplement.

Upon agreement of the Parties, PERMITEE may pay rent by electronic funds transfer and in that event, CITY agrees to provide to PERMITEE bank routing information for that purpose upon request of PERMITEE.

CITY hereby agrees to provide to PERMITEE certain documentation (the "**Rental Documentation**") including without limitation: (i) a written representation contained in each Supplement indicating that CITY holds good and sufficient title to and/or interest in the Property; (ii) a completed, most current version of Internal Revenue Service Form W-9, or equivalent, and applicable state or local withholding forms; and (iii) other documentation reasonably requested by PERMITEE to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter come into effect. Within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of CITY must provide to PERMITEE such Rental Documentation. Delivery of Rental Documentation to PERMITEE shall be a prerequisite for the delivery of any rental payment by PERMITEE.

5. ELECTRICAL. PERMITEE shall, at all times during the Term of each Supplement, at its own cost and expense and in accordance with all Applicable Laws, take necessary steps to have meters installed for its electrical service and arrange for whatever telephone service access it may require within the Premises. PERMITEE shall be solely responsible for any utility service it utilizes on the Premises.

So long as it is contained within the Premises of the applicable Supplement and consistent with Applicable Laws, PERMITEE shall be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power

interruption at the Premises), a temporary power source and a temporary installation of any other services and equipment required to keep PERMITEE's communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as approved by CITY in its sole discretion. Notwithstanding the foregoing, no temporary power source within the Premises will be permitted if Applicable Law would impact the use of areas outside of the Premises as a result of such location. PERMITEE shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep PERMITEE's communications facility operational, and related appurtenances to the Premises. If there is not sufficient space within the Premises of the applicable Supplement the parties may negotiate for the conditions for the use of additional space, upon such terms as may be mutually agreeable.

6. EXTENSIONS.

Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless (i) PERMITEE terminates it at the end of the then current term by giving CITY written notice of the intent to terminate at least three (3) months prior to the end of the then current term, or (ii) the Term of this Agreement expires prior to the end of an additional Supplement Term, in which case the Term of the Supplement shall end at the expiration of its then current five (5) year extension. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

7. USE; GOVERNMENTAL APPROVALS. PERMITEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. PERMITEE shall have the right to replace, repair, add or otherwise modify its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term, and so long as such changes are consistent with Applicable Laws. The CITY may require a new structural analysis to be performed by PERMITEE at PERMITEE'S expense, prior to modifying its communications facilities. It is understood and agreed that PERMITEE's ability to use the Premises is contingent upon PERMITEE obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit PERMITEE use of the Premises as set forth above. PERMITEE shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to PERMITEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) PERMITEE determines that the Governmental Approvals may not be obtained in a timely manner; (iv) PERMITEE determines that the Premises is no longer technically compatible for its use; or (v) PERMITEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of PERMITEE's exercise of its right to terminate shall be given to CITY in accordance with the notice provisions set forth in Paragraph 16 and shall be effective upon the mailing of that notice by PERMITEE, or upon such later date as designated by PERMITEE. All rentals paid to the termination date shall be retained by CITY. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder.

8. INDEMNIFICATION. PERMITEE shall defend, indemnify and hold CITY harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the PERMITEE's use of the Premises, including actions or failures to act on the part of its employees,

contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the CITY, or its employees, contractors or agents. The CITY will provide the PERMITEE with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the CITY to provide any such notice, or to provide it promptly, shall not relieve the PERMITEE from its indemnification obligations in respect of such claim, except to the extent the PERMITEE can establish actual prejudice and direct damages as a result thereof. The CITY will cooperate appropriately with the PERMITEE in connection with the PERMITEE'S defense of such claim. The PERMITEE shall defend CITY, at the CITY's request, against any claim with counsel reasonably satisfactory to the CITY. The PERMITEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of CITY and without an unconditional release of all claims by each claimant or plaintiff in favor of CITY.

9. INSURANCE.

a. The PERMITEE shall carry during the Term, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a limit of liability of \$5,000,000 per occurrence for bodily injury (including death) and damage or destruction to property, including loss of use thereof and \$5,000,000 general aggregate including products and completed operations; (ii) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of \$1,000,000; (iii) Workers' Compensation Insurance as required by law and employers' liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 bodily injury each disease, and \$500,000 bodily injury disease policy limit. Notwithstanding the foregoing, upon thirty days prior written notice to the PERMITEE, the CITY may increase the aforementioned limits of insurance. The PERMITEE shall require each of its subcontractors to adhere to substantially the same requirements.

b. All of the insurance coverages identified in Section 9.a, except the workers' compensation and employer's liability insurance, shall include the CITY as an additional insured as their interest may appear under this Agreement, and shall provide a defense and indemnification to the CITY. The insurance shall indemnify and defend the CITY against all insurable loss, damage, expense and liability arising out of or in any way connected with the performance of this Agreement. The workers compensation insurance coverages shall contain a waiver of subrogation for the CITY's benefit. The insurance coverages identified in Section 9.a will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the PERMITEE.

c. Upon execution of this Agreement and upon any subsequent request of the CITY, the PERMITEE shall provide the CITY with a Certificate of Insurance and blanket additional insured endorsements to provide evidence of the coverage required by this Section 9.

d. Upon receipt of notice from its insurer(s), PERMITEE shall use commercially reasonable efforts to provide thirty (30) days advance notice to the CITY in the event of cancellation of any coverage or modification of any coverage such that it is no longer compliant with this Section 9.

e. All of the primary insurance policies PERMITEE and its subcontractors are required to maintain in this Section 9 shall be obtained from insurance carriers having an A.M Best rating of at least A-: VII and each excess insurance policy shall be obtained from an insurance carrier having an A.M. Best rating of at least A-:VII.

10. LIMITATION OF LIABILITY. Except for indemnification and hold harmless provisions pursuant to Paragraphs 8 and 23, or a violation of law, neither Party shall be liable to the other, or any of

their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided PERMITEE is not in default hereunder beyond applicable notice and cure periods, PERMITEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to CITY.

12. INTERFERENCE.

a. General. PERMITEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of CITY or other permittees, licensees or franchisees of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed PERMITEE's equipment causes such interference, and after CITY has notified PERMITEE of such interference by a written communication and a call to PERMITEE's Network Operations Center at [INSERT PHONE NUMBER], PERMITEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at PERMITEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, CITY shall have the right to require PERMITEE to reduce power, and/or cease operations until such time PERMITEE can effect repairs to the interfering equipment. In no event will CITY be entitled to terminate a Supplement or relocate the Equipment as long as PERMITEE is making a good faith effort to remedy the interference issue. CITY agrees that CITY and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of PERMITEE. If PERMITEE determines, in its reasonable discretion, that CITY'S equipment or any other user's equipment permitted by CITY is causing interference, CITY shall, upon written communication and a call from PERMITEE to CITY's City Manager at [TELEPHONE NUMBER], take all steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, CITY shall, or shall require any other user to, reduce power and/or cease operations until such time as CITY, or the other user, can effect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

b. Coordination of Emergency Events. In case of an emergency due to interference, failure of traffic signal or utility systems, or any unforeseen events, the CITY will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. The CITY will make every reasonable effort to coordinate its emergency response with the PERMITEE. To that end, CITY shall call PERMITEE's Network Operations Center at [TELEPHONE NUMBER]. The PERMITEE shall maintain the emergency contact information current at all times with the CITY's Public Works Director and if, for any reason, no live contact is available, PERMITEE shall call 9-1-1.

c. PERMITEE's Response to Network Emergency. In case of a network emergency due to any unforeseen event, the PERMITEE may access any of its Premises and related facilities and equipment.

PERMITEE shall conduct network trouble-shooting and diagnostic tests and shall reasonably attempt to identify the point or points of network failure or malfunction. While acting under this provision to address a network emergency, the PERMITEE shall conduct its activities within the ROW in such a manner as to protect public and private property and to provide the necessary traffic control. The PERMITEE will make every reasonable effort to coordinate its emergency response with the CITY including giving notice to the CITY's City Manager at [TELEPHONE NUMBER] during normal business hours and [TELEPHONE NUMBER] after hours of the network emergency and an estimated time period to address the situation.

13. RELOCATION AND REMOVAL.

a. Relocation. The CITY shall have the right to require the PERMITEE to relocate, remove, replace, modify or disconnect any facilities, equipment, conduits, fixtures and all personal property located on Premises in the ROW for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, ROW vacation, ROW construction, change or establishment of ROW grade, installation of sewers, drains, electric lines, gas or water pipes, conduits, cables, or any other types of structures or improvements by the CITY for public purposes). Such work shall be performed at the PERMITEE's expense. The CITY also reserves the right to make full use of the Premises involved as may be necessary or convenient, and the CITY retains all rights to operate, maintain, install, repair, remove, replace or relocate any of its facilities located within the Premises at any time and in such a manner as it deems necessary or convenient. Except during an emergency, the CITY shall provide reasonable notice to the PERMITEE, of not less than one hundred twenty (120) days, and allow the PERMITEE the opportunity to perform any relocation, removal, replacement, modification or disconnection of the facilities, equipment, conduits, fixtures and all personal property located in the Premises. Following notice by the CITY, the PERMITEE shall relocate, remove, replace, modify or disconnect any of its facilities, equipment, conduits, fixtures and all personal property within any Premises. If the CITY requires the PERMITEE to relocate its facilities, equipment, conduits, fixtures and all personal property located within any Premises, the CITY shall make a reasonable effort to provide the PERMITEE with an alternate location within the ROW. During such relocation, if necessary, in the PERMITEE's reasonable determination, and consistent with any applicable permit requirements, it may place a temporary installation in the ROW (e.g. cell-on-wheels).

b. Removal for Public Project. If the PERMITEE fails to complete the relocation within the time prescribed and in accordance with all City requirements related to the relocation work, the CITY may remove the facilities, equipment, conduits, fixtures and all personal property or otherwise cause such work to be done and bill the cost of the work to the PERMITEE, including all costs and expenses incurred by the CITY due to the PERMITEE's delay. In such event, the CITY shall not be liable for any damage to any portion of PERMITEE's network other than damage caused by the CITY's negligence or willful misconduct. The PERMITEE shall make full payment to the CITY within sixty (60) days of receipt of an itemized list of such costs.

c. Removal at End of Term. PERMITEE shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, remove its facilities, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. CITY agrees and acknowledges that all of the facilities equipment, conduits, fixtures and personal property of PERMITEE shall remain the personal property of PERMITEE and PERMITEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under Applicable Laws. In the event PERMITEE does not remove its equipment after termination of any Supplement, CITY may, after providing PERMITEE with thirty days'

prior written notice, remove all of PERMITEE's facilities, equipment, conduits, fixtures and personal property from the applicable Premises. In such event, the CITY shall not be liable for any damage to any portion of PERMITEE's network other than damage caused by the CITY's negligence or willful misconduct. The PERMITEE shall make full payment to the CITY within sixty (60) days of receipt of an itemized list of such costs.

14. NON-EXCLUSIVE GRANT. The PERMITEE's right to use and occupy the Property within the ROW shall not be exclusive. The CITY reserves the right to grant permits for similar uses to any person at any time.

15. ASSIGNMENT/TRANSFER/CHANGE OF CONTROL.

a. Definitions. In this Section, the following words have the meanings indicated: (i) "Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership or control of 51% or more of the voting rights in the Company. (ii) "Proposed Transferee" means a proposed purchaser, transferee, PERMITEE, assignee or Person acquiring ownership or control of this Agreement or of the PERMITEE.

b. No Transfer. The PERMITEE shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement, any Supplement as provided for herein, or any of the rights or privileges therein granted, without the prior consent of the CITY, except that such consent shall not be required for a transfer or assignment to PERMITEE's subsidiaries, principal, subsidiary of its principal (an "Affiliate"). The consent required by the CITY may be conditioned upon the performance of those requirements necessary to ensure compliance with the obligations of this Agreement. The PERMITEE shall provide no less than thirty (30) days written notice to the CITY of the details of any transaction described herein that requires CITY's consent. Once the PERMITEE obtains CITY's consent to transfer or assign this Agreement to a third party as required under this Section 15, the PERMITEE shall be authorized to transfer each Supplement to such third party without further consent or approval. Notwithstanding anything to the contrary in this Section 15, no CITY consent is required for transfers to non-Affiliates that are currently operating within the CITY's boundaries and are in full compliance with all obligations to the CITY. The PERMITEE shall provide no less than thirty (30) days written notice to the CITY of a transaction covered in this Section 15 to a non-Affiliate that it believes is compliant with its obligations to the CITY.

c. PERMITEE Control. The requirements of Section 15 shall also apply to any change in control of the PERMITEE. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the PERMITEE. The consent required (which is not applicable to Affiliates or to non-Affiliates that are currently operating in the CITY's boundaries and are in full compliance with all obligations to the CITY) may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the PERMITEE by the CITY. For the purpose of determining whether it should consent to transfer of control, the CITY may inquire into the qualifications of the proposed transferee and the PERMITEE shall assist the CITY in the inquiry.

d. Required Information. In seeking the CITY's consent to any change in ownership or control for which prior consent is required under Sections 15, the PERMITEE shall require the proposed transferee to indicate whether it:

- (i) Has ever been convicted or held liable for acts involving deceit including any violation of Applicable Laws, or is currently under an indictment, investigation or complaint charging such acts;
- (ii) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
- (iii) Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed;
- (iv) Is financially solvent by submitting financial data including financial statements that are audited or reviewed by a certified public accountant who may also be an officer of the parent corporation along with any other data that the CITY may reasonably require; and
- (v) Has the financial and technical capability to enable it to maintain and operate the network and all facilities, equipment and personal property on the Premises for the remainder of the Term and any Supplement Term.

e. **Company's Compliance with Terms.** In seeking the CITY's consent to any change in ownership or control, the PERMITEE shall indicate whether it has failed to comply with any material provision of this Agreement at any point during the term of this Agreement.

f. **No Waiver.** The consent or approval of the CITY to transfer by the PERMITEE does not constitute a waiver or release of the rights of the CITY in or to its ROW or the Premises, and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

g. **Agreement Binding.** Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

h. **Pledge of Assets.** Notwithstanding anything contained in this Agreement, the PERMITEE may pledge the assets located on the Premises for the purpose of financing provided that such pledge of assets shall not impair the PERMITEE or mitigate the PERMITEE's responsibility and capability to meet all its obligations under the provisions of this Agreement.

16. **NOTICES.** All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

CITY: City of North Mankato
Attn: City Manager

North Mankato, MN _____

with a copy to: City of North Mankato
Attn: City Attorney

North Mankato , MN 56241

PERMITEE: _____

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. DEFAULT. Unless otherwise specifically provided in this Agreement or in any Supplement, if there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Section. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if CITY fails, within thirty (30) days after receipt of written notice of such breach, to perform an obligation required to be performed by CITY, and if the failure to perform that obligation interferes with PERMITEE's ability to conduct its business in the Premises; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion, but in no event more than ninety (90) calendar days after receipt of written notice. CITY and PERMITEE agree that a default under an individual Supplement does not constitute a default under this Agreement.

18. REMEDIES.

a. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Minnesota. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

b. Bankruptcy. The parties expressly agree and acknowledge that it is their intent that in the event the PERMITEE shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any person to which the PERMITEE's rights, duties and obligations under this Agreement are assigned

pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of the PERMITEE arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the CITY an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the CITY, shall be the exclusive property of the CITY, and shall not constitute property of the PERMITEE or of the estate of the PERMITEE within the meaning of the Code. Any monies or other considerations constituting the CITY's property under the preceding sentence not paid or delivered to the CITY shall be held in trust for the benefit of the CITY and be promptly paid to the CITY.

19. ENVIRONMENTAL.

a. CITY shall assume all duties, responsibility and liability at CITY's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, with respect to any conditions caused by CITY or otherwise the responsibility of CITY under Applicable Laws; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of Property or activities conducted thereon, that are caused by CITY or are otherwise the responsibility of CITY under Applicable Law.

b. PERMITEE shall hold CITY harmless and indemnify CITY from and assume all duties, responsibility and liability at PERMITEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by PERMITEE, its employees, contractors or agents; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by PERMITEE, its employees, contractors or agents. PERMITEE shall not be responsible for failure to comply with any environmental or industrial hygiene law, or any environmental or industrial hygiene conditions at the Property that existed prior to the effective date of this Agreement or that otherwise did not result from PERMITEE's activities.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt PERMITEE's operations at the Premises for more than forty-five (45) days, then PERMITEE may, at any time following such fire or other casualty, provided CITY has not completed the restoration required to permit PERMITEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to CITY. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement.

21. MISCELLANEOUS.

a. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the CITY and the PERMITEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the CITY or the PERMITEE in any dispute, controversy or proceeding.

b. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

c. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.

d. The PERMITEE acknowledges that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes section 13.03.

g. Other ROW Users. The parties understand and agree that the CITY permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, the CITY shall not be liable to PERMITEE for any damage caused by those persons or entities.

h. Laws Governing/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in _____ County, Minnesota, or in the appropriate United States District Court.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Master Permit Agreement effective the day and year first above written.

CITY:

City of North Mankato, Minnesota

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

PERMITEE:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
Permit Supplement

This Permit Supplement ("**Supplement**"), is made this ____ day of _____, 20__ between the **City of North Mankato, Minnesota** whose principal place of business is _____, North Mankato, Minnesota ____ ("**CITY**"), and _____, whose principal place of business is _____ ("**PERMITEE**").

1. **Master Permit Agreement.** This Supplement is a Supplement as referenced in that certain Master Permit Agreement between the City of North Mankato, _____, dated _____, 20__, (the "**Agreement**"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** As described herein, PERMITEE is permitted to use a vertical structure owned by a third party, a newly constructed vertical structure to be utilized as a Wireless Support Structure or a CITY-owned structure in the ROW located at <INSERT SITE ADDRESS>, , consisting of approximately (____) square feet of Equipment Space, and the Antenna Space and Cabling Space on the Property as shown on **Exhibit A-1**, attached hereto and made a part hereof. The Wireless Support Structure with all attachments shall not exceed _____ feet in height, as set forth on **Exhibit A-1**. To the extent that the Premises include the right to attach to CITY's traffic signal poles, PERMITEE is further required to meet all requirements contained in **Exhibit A-2**, attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement [add if applicable: provided, however, that the Term of this Supplement shall be subject to the term of the Ground Lease[or Easement] (as hereinafter defined).].

4. **Consideration.** If the facilities include attachments to a CITY-owned structure, rent under this Supplement shall be \$300.00 per year, payable to CITY at <REMITTANCE ADDRESS>.

[5. **Easement.** The parties acknowledge that CITY's rights in the Site derive from a certain agreement dated _____ between CITY and _____ ("**Land Owner**"), hereinafter referred to as "**Easement**", and attached to this Supplement as **Exhibit A-3**. This Supplement shall not be effective until PERMITEE has approved the Easement, and PERMITEE shall be under no obligation to proceed under this Supplement unless and until the form of the Easement is acceptable to PERMITEE. By its signature below, PERMITEE has reviewed and approved of the Easement.]

[6. [if applicable] **Consent.** The consent of the Land Owner to this Supplement [check as applicable]: ____ is NOT required; ____ is required and the executed Land Owner's Consent is attached to this Supplement as **Exhibit A-4**.]

7. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the CITY and the PERMITEE have executed this Supplement effective the day and year first above written.

CITY:

City of North Mankato, Minnesota

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

PERMITEE:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A-1
Site Plan of Premises

EXHIBT A-2

ATTACHMENTS TO CITY FACILITIES

Traffic Signal Pole Requirements

Traffic signal poles already supporting Police equipment may not be eligible to be considered for PERMITEE equipment placement. Prior to collocating on these poles, PERMITEE must provide an interference analysis showing that PERMITEE's proposed equipment will not interfere with the CITY's wireless network operating in the ____ MHz and ____ GHz frequencies. If PERMITEE's equipment is occupying space on a traffic signal pole that is needed for Police equipment, CITY shall provide PERMITEE with 60 days' prior written notice to relocate its equipment to a nearby alternate Wireless Support Structure selected by PERMITEE.

Traffic signal poles are engineered structures designed to specific loading criteria and required AASHTO standards. Modifications to the loading will require an engineering analysis stamped by a Minnesota licensed professional engineer.

Installations on signal poles cannot alter the poles in any way. Therefore, all attachments must be banded. Drilling and taping is not allowed.

All cabling must be external to the pole to eliminate the possibility of interference with existing signal cables and conductors.

Cables, conduits and bands must not interfere with access to or operation of any of the traffic signal equipment. Specific clearances may be required and will be reviewed on a case-by-case basis.

For installations on traffic signal poles, involved personnel must hold at least a Level I IMSA Traffic Signal certification (level II preferred) to demonstrate comprehension of the implications of any negative impacts to the CITY's traffic signal infrastructure.

Any installation or servicing of equipment located on traffic signal poles shall be coordinated with the CITY's Traffic Operations and Traffic Engineering groups a minimum of three business days in advance.

Except for emergencies, upon 60 days' notice, equipment located on traffic signal poles may be required to be removed and/or reset at the sole cost of the Company due to any work performed by or authorized by the CITY.

EXHIBIT A-3

Easement

[if applicable]

EXHIBIT A-4
Landowner's Consent

[if applicable]

EXHIBIT B
TECHNICAL REQUIREMENTS

1. This Exhibit B sets forth additional technical requirements as a supplement to the Agreement between CITY and PERMITEE. Terms not defined herein shall have the definitions set forth in the Agreement to which this Exhibit B is attached.
2. Irrespective of PERMITEE's rights, if any, under 47 U.S.C. § 1455(a) (codifying Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012) and the FCC's implementing regulations thereunder, including 47 C.F.R. § 1.40001, PERMITEE shall not, (i) unless otherwise agreed to by the parties in a Supplement and (ii) unless the PERMITEE obtains any additional, required permitting and land use approval in accordance with Applicable Law:
 - a. install a pole in the ROW or attach facilities or equipment to a pole in the ROW with a height in excess of the limitations set forth in the applicable Supplement;
 - b. install at ground level equipment shelters or cabinets or electrical distribution panels, except, in each case after all reasonable alternative pole locations and underground locations have been explored and found unavailable or lacking in some substantial way.

The CITY shall weigh requests by PERMITEE to include any of the foregoing in a Supplement in light of the CITY's historic preservation policies, aesthetic considerations, pedestrian, disabled person and/or bicyclist access to sidewalks, public safety concerns, technical installation conflicts, and compliance with Applicable Law.

3. Nothing in this Agreement shall be interpreted to authorize the installation of macro wireless communications service facilities, macro base stations, or similar high-powered cellular facilities in the ROW, or the installation of macro wireless towers, or poles intended for macro facilities.
4. Unless otherwise agreed to by the parties in a Supplement, facilities and equipment located at any Premises shall be installed within the footprint of an area of no more than thirty-six (36) square feet.

Small Wireless Facilities (SWFs)

Supplemental Site License Application

(For installation of SWFs in the City of North Mankato Public Right-of-Way)

Date: _____

Owner of Proposed SWF(s) (Company Name): _____

Applicant:

Name: _____

Company (if applicable): _____ Title: _____

Address: _____

Telephone #: _____ Email Address: _____

Owner of SWF: (who the permit is issued to) ____ Check if same as applicant

Company: _____

Owner Contact: _____

Address: _____

Telephone #: _____ Email Address: _____

Submittal Requirements: (See SWF Licensing and Permitting Process Guidelines)

Staff Only (Check if Complete)	(See Licensing and Permitting Process Guidelines for a description of the Submittal Requirements listed below)
	1. Fully executed SWF Master License or Permit Agreement between Company and City depending upon if Supplement Site access is for attaching SWFs to City of North Mankato-owned structure (license) or third-party or applicant structure (permit)
	2. Project Statement
	3. Radio Frequency Emissions Compliance Statement
	4. Signal Interference Letter
	5. Permit Fees
	6. Plot Plan, Engineering Design and Specifications
	7. Photo Simulations and Scaled Elevation Views
	8. Right-of-Way Identification
	9. Current Certificate of Insurance (if not on file with City)
	10. Attachment Fees if Supplemental Site License is for attaching SWFs to City of North Mankato-owned structure(s)
	11. Letter of Authorization if installing on poles owned by third party

	12. Other:
--	------------

I certify that I have read this application and state that the above information is correct. I agree not to start SWF installation until this application has been approved and I have received all necessary City of North Mankato permits. I certify that I have authority to request and sign for this permit as the applicant or contractor representative of the applicant. I agree to comply with the laws of the State of Minnesota and the City of North Mankato Code.

Applicant Name (Required): _____

Applicant Signature (Required): _____

Date: _____

NOTE: ALL WORK IN THE CITY OF NORTH MANKATO RIGHT-OF-WAY IS SUBJECT TO RIGHT-OF-WAY PROVISIONS OF CHAPTER 93 OF THE NORTH MANKATO CODE, INCLUDING, WITHOUT LIMITATION THE REQUIREMENTS TO OBTAIN PERMITS IN ACCORDANCE WITH § 93.22.

Small Cell Wireless Communications Facilities Permitting Process Guidelines (for Small Cell WCFs in the Public Right-of-Way)

Step 1 - Master Permit Agreement

Execute a Wireless Communications Facilities **Master Permit Agreement (MPA)** with the City of North Mankato, in a form substantially similar to the MPA template approved by the City.

Fee: \$_____.

Step 2 – Supplemental Site Permit

Apply for a **Supplemental Site Permit (SSP)** from the City of North Mankato, which may include up to ten (10) individual and separate Small Cell Wireless Communications Facilities (WCF) sites.

Fee: \$_____ for Supplemental Site Permit, including one (1) WCF site; \$_____ for each additional WCF site.

Complete application form provided by the City, including:

1. **Wireless Communications Facilities Master Permit Agreement** – Copy of fully executed Wireless Communication Facilities Master Permit Agreement between the City of North Mankato and the Company that will own and/or control, maintain and operate the proposed Wireless Communications Facilities (WCFs).
2. **Project Statement** - A Project Statement that generally describes the number, location, and design of the proposed facility or facilities, as well as the communication service to be provided.
3. **Radio Frequency Emissions Compliance Statement** - A statement made under penalty of perjury by the applicant or the owner that the applicant is representing, representing that all WCFs that are the subject of the application shall comply with federal standards for radio frequency emissions.
4. **Signal Interference Letter** – A Signal Interference Letter signed under penalty of perjury by the applicant or the owner that the applicant is representing, representing that all WCFs that are the subject of the application shall be designed, sited and operated in accordance with applicable federal regulations addressing radio frequency interference.
5. **Submittal Fees** - Submittal Fees in accordance with the City of North Mankato Permit Fee Schedule, which can be found on the City Clerk's page of the North Mankato [website](#).
6. **Plot Plan, Engineering Design, and Specifications** - Plot Plan, Engineering Design, and Specifications for installation of the Wireless Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design, pole modification, and ADA compliance. The plot plan should show compliance with the City's intersection and driveway sight distance standards.
 - a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
 - b. Information and documents regarding fencing and landscaping shall be provided by Applicant where applicable and at the request of the Administrator.
 - c. For City or third party-owned poles, include documentation from the pole owner verifying the pole is eligible for attachment. Also include a load bearing study that determines whether the

- pole requires reinforcement or replacement in order to accommodate attachment of the Wireless Communication Facility. If pole reinforcement or replacement is warranted, the design documents shall include the proposed pole modification.
- d. For new pole installations, include documentation verifying the pole location is in the ROW and is eligible for installation. Include list of adjacent property owners. If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
 - e. If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
 - f. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
 - g. Description of the utility services required to support the facilities to be installed.
 - h. For City-owned poles, provide information required by Exhibit C of the MPA.
7. **Photo Simulations and Scaled Elevation Views** – Photo simulations should illustrate “before” and “after” conditions as they relate to installation of each Wireless Communication Facility. Photos should be taken from all adjoining public streets.
 8. **Legal Description** – A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Minnesota.
 9. **Certificate of Insurance** – A Certificate of Insurance is required upon execution of the Wireless Communications Facilities Master Permit Agreement. If such certificate is not current or not currently filed with the City, it must accompany the Supplemental Site Permit application.
 10. **Attachment Fees** – If applicable, attachment Fees must accompany the application if the Supplemental Site Permit is for attaching WCFs to City-owned structure(s).
 11. **Permission of Third Party Owner** – If the WCF is proposed in rights-of-way owned by another governmental entity, a copy of the agreement authorizing the Company access to that right-of-way is required. Where poles are owned by a third party, a letter of authorization from the Owner of the poles confirming that the Applicant has authority to make the requested attachment(s) is required.

Step 3 – City Review

Pursuant to the provisions of Section 157.040(E) of the North Mankato City Code, within **ninety (90) days** of the date upon which an applicant submits an Application deemed complete by the Administrator, the city shall render a decision on the application for a WCF under this Chapter. Any decisions to approve, approve with conditions, or deny an Application for a WCF, shall be in writing and supported by substantial evidence in a written record. The applicant shall receive a copy of the decision. The foregoing shall apply only to applications for WCFs under this Chapter and shall not apply to any building, right-of-way, or any other permit issued by the city pursuant to the provisions of this Code.

Step 4

Supplemental Site Permit, substantially in the template form approved by the City, is approved and executed.

Step 5 – Public Right-of-Way (ROW) Permit(s)

Once a Supplemental Site Permit is issued, the applicant must obtain a Right-of-Way Use Construction Permit prior to any construction in the City-owned right-of-way.

Step 6 – Operational and Design Standards

All WCFs shall comply with the Operational Standards set forth in Section 157.020 of the North Mankato City Code and the Design Standards set forth in Section 157.030 of the North Mankato City Code.

Step 6 – Compliance Report

Within 45 days after installation of a WCF, the Company must submit a Compliance Report per Section 157.040 (G) of the North Mankato City Code.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11B	Department: Community Dev.	Council Meeting Date: 5/20/19																																																						
TITLE OF ISSUE: Consider V-1-19 Variance Request to Allow Dynamic Display Sign: A Request from Holy Rosary Church.																																																								
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Planning Commission received a request from Holy Rosary Church at 545 Grant Avenue to install a dynamic display sign. According to North Mankato Sign Code, dynamic display signs are not permitted in residential zoning districts. Holy Rosary is located in a residential zoning district and applied for a variance. Attached is the Planning Commission report with additional information on how the Planning Commission review variance requests. The Planning Commission recommended the variance with the following conditions: <ol style="list-style-type: none"> 1. The sign shall have a black and white display only. 2. The sign message will change no more than one time for every three hours. 3. The brightness of the sign is reasonable. 4. The sign be turned off 1-hour after sunset each night. Community Development Director Fischer will provide additional information.																																																								
<i>If additional space is required, attach a separate sheet</i>																																																								
REQUESTED COUNCIL ACTION: Approve Planning Commission's recommendation for V-1-19 Variance Request to Allow Dynamic Display Sign: A Request from Holy Rosary Church.																																																								
Motion By: _____ Second By: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Whitlock		_____	_____	Steiner		_____	_____	Norland		_____	_____	Oachs		_____	_____	Dehen	<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="5">Other (specify) <u>Report</u></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) <u>Report</u>					_____					_____					_____				
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V-1-19

VARIANCE REQUEST TO ALLOW DYNAMIC DISPLAY SIGN
A REQUEST FROM HOLY ROSARY CHURCH

THE CITY OF NORTH MANKATO

SUBJECT: V-1-19
APPLICANT: Holy Rosary Church
LOCATION: 545 Grant Avenue
EXISTING ZONING: R-1, One-Family Dwelling
DATE OF HEARING: May 9, 2019
DATE OF REPORT: May 1, 2019
REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Variance request to allow the use of a dynamic display sign in a residential zoning district.

COMMENT

Attached is a request from Holy Rosary Church at 545 Grant Avenue to replace their existing identification sign with a dynamic display sign. Dynamic display signs are best described as being lighted, digital, programmable and capable of changing messages. According to the North Mankato Sign Code, dynamic display signs are not permitted in residential zoning districts. The church property located at the intersection of Grant Avenue and Sherman Street is zoned R-1, One-Family Dwelling.

When reviewing past variances, staff has referred to "Practical Difficulties" as a legal standard set forth in law when considering land use variance applications. Practical difficulties is a 3 factor test consisting of: 1. Reasonableness 2. Uniqueness 3. Essential Character. The request in this matter is for a sign. Any sign request means that we must also consider the First Amendment. We must make sure that any restriction is content neutral; does not favor commercial speech over noncommercial speech; and furthers a substantial governmental interest (i.e. traffic safety-aesthetics); and leaves ample alternative channels for speech.

According to the Sign Code, lighted signs are not permitted in residential zoning districts, except for churches and schools. While the church may have a lighted sign, a dynamic display sign capable of changing messages, is not permitted.

According to the church, their goal is to have a lighted black & white programmable sign that does not continually change messages. Rather the sign would display times of church services and events such as funerals and weddings on a daily basis.

As the proposed sign would be essentially the same size and location of the existing sign, it would meet minimum setback regulations and not cause visibility issues at the intersection. However, due to the presence of residential homes in the area, consideration should be given to the effects of this type of sign in a residential setting.

RECOMMENDATION

Subject to any valid concerns by area residents, staff approves the variance subject to conditions such as, but not limited to:

1. The sign not continually change messages
2. The brightness of the sign be controlled during evenings



Church of the Holy Rosary
525 Grant Avenue • North Mankato, MN 56003

City of North Mankato
1001 Belgrade Ave
North Mankato, MN 56003

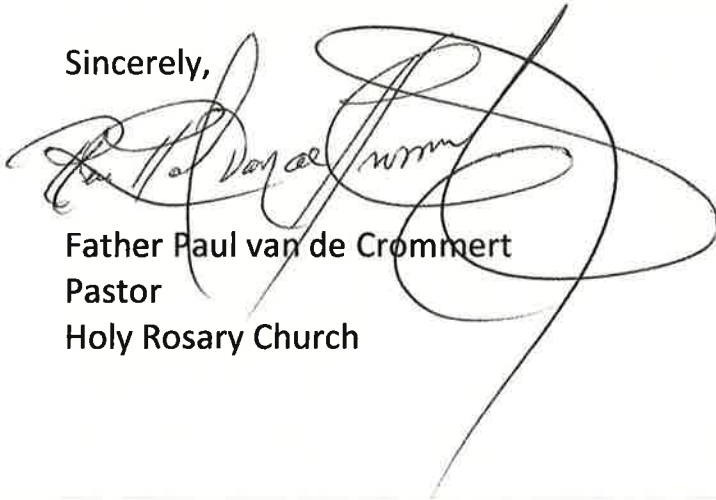
April 23, 2019

RE: Variance Request

Holy Rosary Church has preliminary plans being worked on, to remove and replace the front entrance steps, entry, plus replacement of our current signage. Our request to the North Mankato City Planning Commission and City Council is to grant a variance to Holy Rosary for upgrading our current sign to a Digital Diameter display sign, bringing it to the age of New Technology.

We understand that these types of signs are not permitted in residential districts, therefore we are requesting this variance with conditions, understanding that the sign will not be in constant motion. We believe that this new look, will enhance the Church campus, but also the neighborhood surrounding our Church. Your consideration of our request would be appreciated.

Sincerely,



Father Paul van de Crommert
Pastor
Holy Rosary Church



April 26, 2019

Dear Resident:

The City of North Mankato has received a variance request from Holy Rosary Church at 525 Grant Avenue to replace their existing sign at the corner of Grant Avenue and Sherman Street with a dynamic display sign. A dynamic display sign is one that is digital, lighted and has the capability of changing messages. According to the North Mankato City Code, these types of signs are not permitted in residential zoning districts. Holy Rosary Church is requesting a variance to install a dynamic display sign with conditions on the actual display.

This request will be considered by the Planning Commission on Thursday, May 9, 2019 and by the City Council on Monday, May 20, 2019. Both meetings begin at 7:00 p.m. in the Municipal Building Council Chambers located at 1001 Belgrade Avenue.

As a nearby resident you have the opportunity to comment on this variance request by attending either or both meetings or submitting written comments to my attention by May 9, 2019.

Sincerely,

THE CITY OF NORTH MANKATO

Mike Fischer
Community Development Director

Jordan & Cynthia Willemssen
507 Sherman Street
North Mankato, MN 56003

Melissa Culhane
506 Sherman Street
North Mankato, MN 56003

Gerald E. & Nancy S. Timm
3182 Moore Court
Helena, MT 59602

Chad M. & Heather Pasbrig
1139 Birch Avenue
Mankato, MN 56001

Lynn Nadine Gessner
522 Wheeler Avenue
North Mankato, MN 56003

David C. Hasher
518 Wheeler Avenue
North Mankato, MN 56003

Donald Lipps & Tina Thomas
514 Wheeler Avenue
North Mankato, MN 56003

Barbara M. Buesing
505 Center Street
North Mankato, MN 56003

Riley Ellanson
509 Sherman Street
North Mankato, MN 56003

Stuart J. & Christine D. Good
512 Sherman Street
North Mankato, MN 56003

Ronald L. & Sharon M. Hawker
507 Center Street
North Mankato, MN 56003

Jason A. & Annakeiko Reichel
619 Page Avenue
North Mankato, MN 56003

Brandy Jo Brink
613 Page Avenue
North Mankato, MN 56003

Gerald L. Myking
515 Sherman Street
North Mankato, MN 56003

George J. Corey & Lori A. Witzel
516 Sherman Street
North Mankato, MN 56003

Theresa M. Ryg
539 Page Avenue
North Mankato, MN 56003

David F. Sieberg &
Theresa D. Crozier
535 Page Avenue
North Mankato, MN 56003

Elizabeth Yee
531 Page Avenue
North Mankato, MN 56003

Korey L. & Andrea J. Wink
529 Page Avenue
North Mankato, MN 56003

Kelly R. Hauser
111 Dickenson Street
Mankato, MN 56001

Isaac W. & Ruth S. Francour
515 Page Avenue
North Mankato, MN 56003

Fred R. Baumberger
513 Page Avenue
North Mankato, MN 56003

Daniel J. Randolph
509 Center Street
North Mankato, MN 56003

Erica M. Schouviller
602 Page Avenue
North Mankato, MN 56003

Bonnie Bea Barnhardt
620 Page Avenue
North Mankato, MN 56003

Damien Ray Wollam &
Hiroko Wollam
618 Page Avenue
North Mankato, MN 56003

Douglas L. Grams &
Kimberly Ann Oswald
417 S. Minnesota Street
New Ulm, MN 56073

Frederickson Properties, LLC
20228 South Lake Shore Drive
Glenwood, MN 56334

Nicole M. Roubik
604 Page Avenue
North Mankato, MN 56003

Anthony S. & Kaye C. Francour
605 Sherman Street
North Mankato, MN 56003

Nathan Marks &
Erin I Sandbo Marks
544 Page Avenue
North Mankato, MN 56003

Meri F. Pettit
540 Page Avenue
North Mankato, MN 56003

Vicki L. Ristau
538 Page Avenue
North Mankato, MN 56003

Jerrid R. & Danae M. Michels
534 Page Avenue
North Mankato, MN 56003

Daniel G. McCabe
532 Page Avenue
North Mankato, MN 56003

Mary R. Townsend
530 Page Avenue
North Mankato, MN 56003

Rodney L. & Brenda J. Stiehm
522 Page Avenue
North Mankato, MN 56003

Tira M. Hancock
518 Page Avenue
North Mankato, MN 56003

Daniel R. Fox
516 Page Avenue
North Mankato, MN 56003

Gerald L. & Jane A. Johnson
512 Page Avenue
North Mankato, MN 56003

Jennifer Drganc
508 Page Avenue
North Mankato, MN 56003

Arlene F. Glaser
601 Center Street
North Mankato, MN 56003

Nancy Marleen Mackenzie
621 Grant Avenue
North Mankato, MN 56003

Craig R. & Denise E. Amundson
617 Grant Avenue
North Mankato, MN 56003

Cara Gorman-Ozsoy
615 Grant Avenue
North Mankato, MN 56003

Alexander T. Judkins
609 Grant Avenue
North Mankato, MN 56003

Joshua C. Behrns &
Caitlin M. Langer
605 Grant Avenue
North Mankato, MN 56003

Brian K. & Pamela J.
McLaughlin
601 Grant Avenue
North Mankato, MN 56003

Bruce A. & Vicki A. Abraham
517 Grant Avenue
North Mankato, MN 56003

Charles M. & Roseanne Bernard
513 Grant Avenue
North Mankato, MN 56003

David J. & Linda C. Murray
509 Grant Avenue
North Mankato, MN 56003

Kevin Olson
505 Grant Avenue
North Mankato, MN 56003

Joel G. Gustad
501 Grant Avenue
North Mankato, MN 56003

Charles A. Cooper
620 Grant Avenue
North Mankato, MN 56003

Matthew & Amy Bentley
618 Grant Avenue
North Mankato, MN 56003

Cathy K. & Berneda Smith
612 Grant Avenue
North Mankato, MN 56003

Earl R. & Margaret E. Westphal
610 Grant Avenue
North Mankato, MN 56003

Barbara L. Wass
608 Grant Avenue
North Mankato, MN 56003

Leann Gehring-Ryan
602 Grant Avenue
North Mankato, MN 56003

Brian G. Williams
516 Grant Avenue
North Mankato, MN 56003

Brandon Braun
514 Grant Avenue
North Mankato, MN 56003

Marion E. & Elaine Brown
512 Grant Avenue
North Mankato, MN 56003

Brandon D. Gieseke &
Stephanie M. Braun
506 Grant Avenue
North Mankato, MN 56003

Steven E. Veroeven
502 Grant Avenue
North Mankato, MN 56003

Marshall D. Briggs
627 Sherman Street
North Mankato, MN 56003

Terry D. & Julie M. Meschke
619 Garfield Avenue
North Mankato, MN 56003

Jeremy H. & Denise J. Harpestad
615 Garfield Avenue
North Mankato, MN 56003

Bernard C. & Marilyn Scheurer
611 Garfield Avenue
North Mankato, MN 56003

Randolph E. & Gale E. Wersal
631 Sherman Street
North Mankato, MN 56003

543 Garfield, LLC
19 Howard Court
North Mankato, MN 56003

Andrew J. & Denise R. Seys
525 Garfield Avenue
North Mankato, MN 56003

Jane M. & Nathan L. Younge
521 Garfield Avenue
North Mankato, MN 56003

Darlene J. Hoffman
517 Garfield Avenue
North Mankato, MN 56003

John J. & Cheryl A. Weingartz
515 Garfield Avenue
North Mankato, MN 56003

Sarah L. Kruse
51 Marquette Avenue
North Mankato, MN 56003

Justin Jeffrey Goodburn
507 Garfield Avenue
North Mankato, MN 56003

Scott R. & Melissa L. Stafford
501 Garfield Avenue
North Mankato, MN 56003

Application for
VARIANCE

Pursuant to Chapter 154 of the North Mankato City Code, application is hereby made for a modification in the zoning regulations described herein:

LEGAL DESCRIPTION OF PROPERTY:

Lot # 1,2,3,4,5 & 6 Block # 2
 Subdivision Lakeview Addition Address 545 Grant Avenue

APPLICANT:

Name Holy Rosary Church Address 545 Grant Avenue Phone (507) 387-6501
North Mankato, MN 56003

PROPERTY OWNER (If Other Than Applicant):

Name _____ Address _____ Phone _____

CURRENT ZONING: R-1 CURRENT USE OF PROPERTY: Church

VARIANCE REQUESTED: Installation of dynamic display sign

REASON FOR VARIANCE: Installation of dynamic display sign

ZONING REGULATION APPLIED: Section 154 _____ Subdivision (P)

REQUIREMENT OF REGULATION:

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

ADDITIONAL COMMENTS:SUPPORTING DOCUMENTS:

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

FEES: Application Fee \$ 95.00

Notice Charge # 77 @ \$2.00 = \$ 154.00

Total Fee \$ 249.00 Receipt # _____

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

Signature of Applicant _____ Date _____

Pursuant to the requirements of Chapter 156.085 of the North Mankato City Code, this application was received by me or my duly designated representative on April 23, 2019, and I hereby certify that this application meets all the necessary application requirements.

Signature of Zoning Administrator _____ Date _____

PLANNING COMMISSION ACTION: Date May 9, 2019

_____ Approved Additional Conditions:

_____ Denied Reason:

CITY COUNCIL ACTION: Date May 20, 2019

_____ Approved Additional Conditions:

_____ Denied Reason:

OTHER COMMENTS

1. Variance must be acted upon within one year or it will expire.

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

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

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

City Clerk, City of North Mankato

Michael Fischer

From: Caiti Langer <caitlin.langer@gmail.com>
Sent: Wednesday, May 08, 2019 7:53 PM
To: michael@northmankato.com
Subject: Holy Rosary Variance Request

Mr. Fischer,

We live at 605 Grant Ave and we recently received notice that the Holy Rosary Church a couple of doors down requested a variance to erect a dynamic display sign. I am writing to express my strong opposition to the request. Our neighborhood is quiet and small. We are tight-knit and so I feel confident speaking for my neighbors-turned-friends when I say that we chose it for that exact reason. Outside of July 4th shenanigans, the only disturbances we ever have come from the church and its parishioners, and those disturbances come frequently. Adding a bright, obnoxious sign to the corner of our beautiful, quaint area would only add insult to injury. It would in no way be in keeping with the general aesthetic, and I believe it would pose a significant nuisance, especially to those of us on the end of the block nearest the church. Please do not grant this variance request.

Thank you so much for your time,
Caitlin Langer

Michael Fischer

From: Le Ann <gehringryan1@gmail.com>
Sent: Wednesday, May 08, 2019 8:02 PM
To: michael@northmankato.com
Subject: Sign at Holy Rosary

Dear Mr. Fischer—

I live at 602 Grant Avenue in North Mankato and would like my voice heard at Thursday's meeting regarding the proposed dynamic display sign at the Holy Rosary Church.

Dear City Council Members—

You're the new kid on the block....built in 1950's. Your neighbors are rounding the corner on 100 years old. The trees are tall, gardens are plenty, the front porches filled with comfy chairs. It's a flowering shrub lined boulevard where people teach their children how to skate and ride bikes, one where young moms push a stroller and walk the family pet at the same time. A runner or two saunters on by. Sound pretty idyllic? It is....and that's why myself and the majority of my neighbors moved here.

And now the new kid on the block wants to post a "dynamic display sign...one that is digital, lighted and has the capability of changing messages".

The letter from the city regarding this variance request to replace the existing sign at the Holy Rosary Church at 525 Grant Avenue in North Mankato states that "as a nearby resident (I) have the right to comment on this variance request". It also states that "According to North Mankato City Code, these types of signs are NOT PERMITTED in residential zoning districts".

I think the City of North Mankato has already made a stand on this request in the city code and I agree with it...NO dynamic digital display sign in our neighborhood please!

Thank you very much,
Le Ann Gehring-Ryan



April 26, 2019

Dear Resident:

The City of North Mankato has received a variance request from Holy Rosary Church at 525 Grant Avenue to replace their existing sign at the corner of Grant Avenue and Sherman Street with a dynamic display sign. A dynamic display sign is one that is digital, lighted and has the capability of changing messages. According to the North Mankato City Code, these types of signs are not permitted in residential zoning districts. Holy Rosary Church is requesting a variance to install a dynamic display sign with conditions on the actual display.

This request will be considered by the Planning Commission on Thursday, May 9, 2019 and by the City Council on Monday, May 20, 2019. Both meetings begin at 7:00 p.m. in the Municipal Building Council Chambers located at 1001 Belgrade Avenue.

As a nearby resident you have the opportunity to comment on this variance request by attending either or both meetings or submitting written comments to my attention by May 9, 2019.

Sincerely,

THE CITY OF NORTH MANKATO

Mike Fischer
Community Development Director

Dear Mr. Fischer,

This is in response to the idea of putting in a display sign in front of Holy Rosary Church. My husband and I are not in favor of it. We think it will be distracting from the quaintness of our community. Sometimes "new and improved" isn't always ideal. - Randy & Gale Weisdel -



1001 Belgrade Avenue, P.O. Box 2055 • North Mankato, MN 56002-2055 • Telephone 507-625-4141

An Equal Opportunity - Affirmative Action Employer



20% Post-Consumer Waste

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11C	Department: Community Dev.	Council Meeting Date: 5/20/19
TITLE OF ISSUE: Consider Request to Amend City Code Section 152.20 (F) separation of Mobile Homes: A Request from Cal-Am Homes.		
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Planning Commission received a request from Cal-Am Homes to reduce the minimum separation between mobile homes from 20 feet to 10 feet. The Planning Commission reviewed the request and recommend denying the request.		
<i>If additional space is required, attach a separate sheet</i>		
REQUESTED COUNCIL ACTION: Accept the Planning Commission Recommendation and Deny the Request to Amend City Code Section 152.20 (F) separation of Mobile Homes: A Request from Cal-Am Homes.		
<div style="margin-bottom: 10px;"> Motion By: _____ Second By: _____ </div> <div> Vote Record: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> Aye _____ _____ _____ _____ _____ </div> <div style="text-align: center;"> Nay _____ _____ _____ _____ _____ </div> <div style="margin-left: 10px;"> Whitlock Steiner Norland Oachs Dehen </div> </div> </div>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> Resolution Ordinance Contract Minutes Map </div> <div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> <input style="width: 40px; height: 20px;" type="checkbox"/> <input style="width: 40px; height: 20px;" type="checkbox"/> <input style="width: 40px; height: 20px;" type="checkbox"/> <input style="width: 40px; height: 20px;" type="checkbox"/> </div> <div> Other (specify) <u>Report</u> _____ _____ _____ _____ </div>	
<div style="margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> Workshop </div> <div style="margin-bottom: 10px;"> <input checked="" style="width: 40px; height: 20px;" type="checkbox"/> Regular Meeting </div> <div> <input style="width: 40px; height: 20px;" type="checkbox"/> Special Meeting </div>	<div style="margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> Refer to: _____ </div> <div style="margin-bottom: 10px;"> <input style="width: 40px; height: 20px;" type="checkbox"/> Table until: _____ </div> <div> <input style="width: 40px; height: 20px;" type="checkbox"/> Other: _____ </div>	

REQUEST TO AMEND CITY CODE SECTION 152.20 (F) SEPERATION OF
MOBILE HOMES
A REQUEST FROM CAL-AM HOMES

THE CITY OF NORTH MANKATO

SUBJECT: City Code Amendment-Required Separation Between Mobile Homes

APPLICANT: Cal-AM Homes

LOCATION: Manufactured and Mobile Home Parks

EXISTING ZONING: R-3, Limited Multiple Dwelling

DATE OF HEARING: May 9, 2019

DATE OF REPORT: May 1, 2019

REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request to amend City Code Section 152.20 (F) Required Separation Between Mobile Homes

COMMENT

Attached as Exhibit A is a request from Cal-Am Homes to reduce the minimum separation between mobile homes from 20 feet to 10 feet. For reference, Cal-Am Homes purchased both Camelot Mobile Home Park and Avalon Manufactured Homes Park in 2018. According to the North Mankato City Code section 152.20 (F) "Mobile homes shall be separated from each other and from other buildings and structures by at least 20 feet or the sum of the heights of both trailer units, whichever is greater. Mobile homes placed end-to-end must have a minimum clearance of 15 feet".

Within both parks, there are no internal lot lines which define individual lots. Locations of housing units are typically defined by "pad" locations or the presence of water/sewer services. While there are required building setbacks from the perimeter lot lines, there are no individual front, side and rear setbacks based on internal lot lines. The separation of dwelling units is regulated by section 156.20 (F) as previously mentioned in this report.

As Cal-Am is in the process of bringing new units into both parks. To accommodate the placement of larger dwellings, they are requesting a minimum building separation change from 20 feet to 10 feet. For comparison, in lower north, the minimum side yard building setback is 5 feet. Therefore, the minimum distance between buildings is 10 feet. In upper north, the minimum side yard setback is 10 feet making the minimum separation between buildings at 20 feet.

Regarding the placement of accessory buildings (garages, sheds) in both parks, staff has used the State Building Code to determine setbacks from other buildings. In summary, accessory buildings can be located within a minimum of 3 feet of main buildings based on the type of construction used.

Attached as Exhibit B is a summary of other area cities regulations for this issue.

RECOMMENDATION

Staff believes that adequate building separation is important for aesthetic purposes in any residential setting and believes the Planning Commission should consider what building separation should be implemented in North Mankato mobile/manufactured home parks.

Michael Fischer

From: Susan Krause <susank@cal-am.com>
Sent: Friday, April 05, 2019 2:07 PM
To: 'michaelf@northmankato.com'
Cc: Mark Julius
Subject: CAL-Am Homes Code Change Request

Dear Mr. Fischer,

We currently own two manufactured home communities in North Mankato, Camelot and Avalon. We would like to request a code change in order to bring new homes in. On page XV-30 titled North Mankato-Land Usage. Section (F) Required separation between mobile homes. Paragraph (1) currently states: "homes shall be separated from each other and from other buildings and structures by at least 20 feet or the sum of the heights of both trailer units, whichever is greater. Mobile homes placed end to end must have a minimum clearance of 15 feet."

We respectfully request this to change to match the NFPA State code, Section 225.

- 1) Separation be 10 feet from one mobile home unit to another mobile home unit. From side to side or end to end.
- 2) Accessory structures on the same site as said mobile home unit have a min 5 foot setback from structure to home and a 10 foot setback from accessory structure to any said accessory structure or mobile home unit on the adjacent site. Accessory structures less than 10 feet from any other structure will provide a one hour fire rating per the national fire code.

In speaking with Tom Krause, he felt this is something your department would support.

Please advise us as to what else we need to submit in order to move this forward. We have many beautiful brand new homes we are preparing to bring in.

Respectfully,

Susan Krause
National Sales Director
Cal-Am Homes
4830 E Main St, Suite 17
Mesa, AZ 85205
Cell: 480-427-7325
Office: 480-396-7800, Ext 210
Email: Susank@cal-am.com

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North Mankato

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

Mankato

Mobile homes shall be separated from each other and from other buildings and structures by at least fifteen (15) feet. Mobile homes placed end-to-end must have a minimum clearance of ten (10) feet.

Waseca

There shall be a minimum ten (10) foot separation between the sides of adjacent manufactured homes/recreational vehicles and their attachments.

New Ulm

No regulation

Owatonna – 10 feet

Albert Lea - 10 feet

Austin

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

St. Peter

Mobile homes shall be separated from each other and from other buildings and structures by at least 15 feet

Eagle Lake

There shall be a minimum distance of ten (10) feet between trailers in all directions

Marshall

No manufactured home, including any attached structures, shall be installed less than 15 feet from rear to rear, nor 20 feet from side to side or side to rear of another manufactured home.