

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 April 15, 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 Norland, Oachs, Whitlock, and Steiner, 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: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes March 25, 2019

Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council Work Session Minutes of March 25, 2019. Vote on the motion: Norland, Oachs, Whitlock, and Dehen aye; Steiner abstain; no nays. Motion carried.

Approval of Council Meeting Minutes April 1, 2019

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

Approval of Council Work Session Minutes April 8, 2019

Council Member Norland moved, seconded by Council Member Whitlock, to approve the minutes of the Council Work Session Minutes of April 8, 2019. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 35-19 Approving Donations/Contributions/Grants.
- C. Approved League of Minnesota Cities Insurance Trust Liability Coverage Waiver Form.
- D. Approved Taxi License for BEC Enterprises, LLC, DBA Blue Earth Taxi from April 15, 2019, to December 31, 2019.
- E. Approved Developer Agreement for Privately Financed Improvements the Landing North Phase 4 with KWS, LLC.
- F. Approved the Labor Agreement between the City of North Mankato and North Mankato Police Department Lieutenants Law Enforcement Labor Services, Inc. (Local No. 394).
- G. Set Public Hearing for May 6, 2019, at 7:00 p.m. to Consider Ordinance No. 113, Amending North Mankato City Code, Title V, Public Works, Chapter 71, Parking Regulations.

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

Public Comments Concerning Business Items on the Agenda

Erin Simmons, 52698 Valley View Circle, appeared before the Council and indicated she supported the proposed contract with RubyRide. She works with the Boys and Girls Clubs of America and indicated an improved transportation system might increase the number of kids able to participate in the clubs.

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

Barb Church, 102 Wheeler Avenue, appeared before Council and spoke about the proposed ordinance change to the swimming pool setback. Ms. Church commented on who would be determining the breaklines and ravine stability, suggested a different wording for the Ordinance, and expressed concerns about future ravine stability.

Business Items

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.

City Engineer Sarff appeared before Council and reported Federal Funds for the Commerce Drive project are designated for 2021 and 2022, but the State funds are for 2019. Because the State Funds are designated for 2019, the project will be completed in 2019, and Mn/DOT will loan the funds for the completion of the work in 2019, and the agreement makes Mn/DOT the fiscal agent for the Federal Funds.

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.

Set a Public Hearing for May 6, 2019, at 7:00 p.m. to Consider a Request to Amend City Code Section 156.035 Related to Swimming Pool Setbacks.

Council Member Norland expressed concerns about changing the setbacks and requested each situation be considered one by one. City Attorney Kennedy reported the Planning Commission held considerable discussion concerning breaklines, ravine stability, and authorized personnel to make those determinations. City Administrator Harrenstein reported a process would be established with specific criteria and City inspectors would complete the form and would seek additional review from an engineer if necessary. Mayor Dehen noted he preferred to have the language state the setback is 25 feet but a variance can be obtained to decrease the setback to 10 feet. City Engineer Sarff reported his recommendation was a 10-foot setback which can be moved back to 25 feet if necessary. He reported 90% of the ravines would not be a problem. Council Member Norland requested City staff create criteria for both options for consideration. City Administrator Harrenstein reported City staff would create ravine breakline and stability criteria.

Council Member Norland moved, seconded by Council Member Whitlock to Set a Public Hearing for May 6, 2019, at 7:00 p.m. to Consider a Request to Amend City Code Section 156.035 Related to Swimming Pool Setbacks. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Approve RubyRide Transportation Service Agreement.

City Administrator Harrenstein reported the agreement is an experimental pilot program to provide on-demand service to North Mankato residents, and the City will subsidize a portion of the service. He indicated the Council would be requested to approve both a Transportation Service Agreement and a Service Level Agreement. City Administrator Harrenstein reported the City recognized the constraints on the current public transportation system and the City is taking the lead on introducing an alternative service. The City will only subsidize rides for North Mankato residents, but other organizations may take advantage of the service. Finance Director McCann reported the proposed agreement allows an opportunity to move forward with a different transit system to supplement the current system. The micro-transit model may work better for lower density areas. A 12-month pilot program will begin on July 1, 2019, and end on June 30, 2020. The current agreement provides service from 7 am to 6 pm Monday through Friday, but can be modified. Finance Director McCann reported residents 18 years of age or older, and accompanied minors will pay \$4.00/trip/passenger with a different rate for minors. The City subsidizes the rest in the municipal trip subsidy based on the number of trips per month. The more trips, the less the City will need to subsidize. Finance Director McCann reported the City would provide \$7,200 in startup fees. The total City cost estimate for the service is \$75,000 to \$100,000. If the service does not go well, the City has 30-days to terminate the contract. To ensure quality, the RubyRide drivers are employed by the company, and the cars are owned by RubyRide. The service evaluates drivers based on customer feedback. City Administrator Harrenstein noted the subsidized service is limited to the municipal boundaries of North Mankato and Mankato, with only North Mankato residents receiving the subsidized services. Currently, youth must be accompanied by an adult to receive the subsidized rate. Mark Anderson who assisted the City with the project appeared before the Council and congratulated Council for taking steps to solve the issue of public transportation in low-density areas. The project is starting small, but this will allow the City to solve issues with the program before increasing the services provided.

Council Member Norland moved, seconded by Council Member Steiner to Approve RubyRide Transportation Service Agreement. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Council Member Norland moved, seconded by Council Member Steiner to Approve RubyRide Service Level Agreement for the City of North Mankato, Minnesota. Vote on the motion: Steiner, Norland, Oachs, Whitlock, and Dehen aye; no nays. Motion carried.

Receive Information on MAPO ADA Transition Plan and Inventory.

Matt Lassonde from Bolton & Menk appeared before Council and presented an update on the MAPO ADA Transition Plan and Inventory. Mr. Lassonde stated in late 2017 MAPO began the ADA Transition Plan and Inventory and it includes all MAPO partners. The City will be requested to adopt the plan next month following MAPO adoption. Mr. Lassonde reported the self-evaluation process included a review of City policy and practice, a program review, and opportunity for public comment. North Mankato reviewed policies in the City Code, Comprehensive Plan, Complete Streets Plan & Policy, Pavement Management Plan, Safe Routes to School Plan and the Sidewalk Installation and Maintenance Plan. While there were a few suggested language changes, few major changes were needed for the policies. The self-evaluation included a review of sidewalks, pedestrian ramps, crosswalks, trails or paths, signals, bus stops, and bus shelters. Pedestrian ramps were 33% compliant, sidewalks, 76% compliant, bus stops were 27% compliant, traffic signal push buttons with APS were 35% compliant, and crosswalks were 99% compliant. The transition plan requires the identification of

a Title II ADA Coordinator, a list of any physical barriers to accessibility, a plan to remove the barriers, a schedule for the plan and opportunity for public comment. The established plan for the City of North Mankato requires after ten years, 26% of accessibility features identified in this plan will be ADA compliant, after 20 years, 52%, after 30 years 78% and after 40 years 100% of features identified in this plan will be compliant. Mr. Lassonde reported the process included public involvement with outreach to nearly 40 groups and open houses in Mankato and North Mankato. Public involvement was also taken online on a project website. The final steps for the plan include MAPO Policy Board Approval on May 2, 2019, and partner agency adoption. City Administrator Harrenstein noted that the plan is a step towards ensuring accessibility and is required by the Federal Government to continue to receive federal funds on future road improvements. Mayor Dehen stated the document would inform all future road projects. Attorney Kennedy requested clarification if 40 years to complete the improvements met the federal government's expectations. Mr. Lassonde stated it was acceptable and the plan was acceptable for yearly budget goals. He noted the plan provided immunity for the City as the City has established a plan for improvements.

Open Forum

None.

City Administrator and Staff Comments

City Administrator Harrenstein thanked street crews for their work on the last snowfall. He noted there are locations in the City that have a lot of pavement damage and crews are aware and will be addressing those issues as soon as the water tables, and ground saturation decreases.

City Administrator Harrenstein reported crews continue to work on the Swim Facility and it is currently looking like a July opening.

Public Works Director Host reported MnDOT's 2019 improvement plan includes an epoxy chip and seal on the Veteran's Bridge and staff have been working to ensure minimal disruption.

Mayor and Council Comments

Council Member Norland thanked the staff for the Council Work Sessions and appreciated the tour at the Streets Department noting the building needs to be added to the capital improvement plan.

Council Member Whitlock noted the Bunnies on Belgrade was a success and congratulated the Boy Scouts on the successful event.

Mayor Dehen noted the City's partnership with the River Ramble would continue, the event will be held on October 6, 2019.

Mayor Dehen noted the process has begun to fill the vacancy at Greater Mankato Growth following the loss of Jonathan Zierdt.

At 8:08 p.m. on a motion by Council Member Steiner, seconded by Council Member Steiner 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 the Parks Department at 2005 Carlson Drive on April 22, 2019. Mayor Dehen called the meeting to order at 12:00 p.m. The following were present for roll call: Mayor Dehen, Council Members Whitlock, Steiner, Norland, and Oachs, City Administrator Harrenstein, Finance Director McCann, Public Works Director Host, Community Development Director Fischer, Library Director Heintz, City Engineer Sarff, and City Clerk Van Genderen. Council Member Oachs arrived at 12:05 p.m. Council Member Steiner left the meeting at 12:30 p.m.

Ravine Setbacks and Breaklines

Community Development Director Fischer reported the memo included in the packet responded to the questions raised at the April 15th Council Meeting concerning the proposed Planning Commission's recommendation to reduce the ravine breakline setback for swimming pools. He reported that in 2000, the City Council passed Ordinance No. 194 which established a 25-foot ravine breakline setback for various structures including in-ground swimming pools and the ravine breakline was determined by the building inspector. Staff is trained to identify the breakline and has been determining the breakline since 2000. The code change requested by Richard Sawatsky and recommended by the Planning Commission included the following language:

<u>Pool Type</u>	<u>Property Type</u>	<u>Minimum Rear Yard Setbacks</u>
In- Ground	Non Ravine	Rear-10 feet
In- Ground	Ravine	Rear-10 feet with the provision that upon inspection of the ravine by City staff, the setback can be increased to 25 feet
Above-Ground	Non Ravine	Rear-10 feet
Above-Ground	Ravine	Rear -25 feet

Community Development Director Fischer reported the Planning Commission was confident that on-site inspections by the Building Inspector, Public Works Director and City Engineer using specific criteria would effectively evaluate conditions to protect ravines. A form has been developed to help review the criteria.

Mayor Dehen requested language in the code ensures the City establishes the breakline. Council Member Norland noted she appreciated the criteria and the collective review of the ravine. Council Member Whitlock requested clarification on the breakline. City Engineer Sarff reported the breakline is where the property begins to break toward the ravine. City Administrator Harrenstein reported the breakline is noted on plats. City Administrator Harrenstein asked if City Code had similar setbacks for decks, sheds, and treehouses. Community Development Director Fischer reported there were and the Planning Commission was interested in possibly reviewing those items as well.

City Administrator Harrenstein requested clarification that the proposed changes to the City Code would not endanger the ravines. City Engineer Sarff reported that once the pool is excavated the water weighs less than the dirt and the pools support themselves. A large percentage of existing ravines will not have a problem, and that is why he is comfortable with a 10-foot setback and going back to 25 feet if problems are identified. Council Member Oachs requested clarification on why a change was enacted in 2000. Community Development Director Fischer reported following a 10.5-inch rain a ravine on Oak Terrace Drive prompted the Ordinance. Mayor Dehen requested if there

were additional questions. Council Member Whitlock expressed concern over the proposed code changes. City Engineer Sarff reported engineering supports the suggested change with the language requiring City review of the ravine and setbacks and requiring increased setbacks if the ravine is unstable. Mayor Dehen stated he would support the proposed changes if the code required City determination of the breakline. City Administrator Harrenstein clarified that if someone begins digging without checking with the City they would be in violation of City Code and that would need to be corrected before the completion of the swimming pool. Based on the proposed criteria the line is the line and can back up but cannot go forward.

Carol Court/Marvin Blvd Lift Station Update

Public Works Director Host reviewed the map provided in the packet indicating the location of the Marvin Boulevard and Carol Court lift stations. He reported the Marvin Blvd lift station is responsible for both Marvin Boulevard and Valerie Lane. The station pumps up the hill to Carol Court and the Carol Court lift and then pumps over to Mary Lane and is gravity fed down. The challenges with the two lift stations include inadequately sized pumps. During heavy rain events City, staff must man the Marvin Blvd. station and manually control the pumps and it must be jettied out and moved to the gravity feed. During the last heavy rainfall, the pumps at both Marvin and Carol Court were on manual mode for 36 hours with both City staff and Seppman trucks pumping out the lifts. Public Works Director Host reported improvements are included in the Capital Improvement Plan and this is an update on how the City will be moving forward. The first step is to alleviate the two lift stations going into one conduit, bids for the project will go out in summer to early fall. Once that is completed the next step would be to upgrade the pumps. After each step, the City will review function and determine next steps. City Administrator Harrenstein clarified the project was a part of the 2019 Budget.

North Mankato Taylor Library Update

Library Director Heintz reported 19,000 people had visited the library between January and March of 2019. The library supported over 180 programs with 2200 people in attendance. Library Director Heintz stated the library has a lot of events planned for the summer including Bookin' on Belgrade, Summer Reading, ArtSplash, Movies in the Park, and Music in the Park. She announced the library is lending out WiFi HotSpots for citizens. The Community Read program just wrapped up with 500 books given away in 2-days and 206 attendees to the three events. Director Heintz reported proposed programs include Karaoke night, a fundraiser in Bluff Park and a Spelling Bee.

Controlled Prairie Burns and Prairie Restoration

Park Foreman Lobitz reported both Bluff Park and Benson Park prairies would be burned in late April and early May. The purpose is to kill invasive plants and allow native prairie grasses to grow. The burns do not kill prairie grasses because of their deep roots. Park Foreman Lobitz reported the plan is to burn the prairies every three years.

Emerald Ash Borer

Park Foreman Lobitz reported the Emerald Ash Borer is headed to the area and in 2017 the City injected trees at Caswell Park to protect them from the borer. Treatment is only effective for two years and will need to be repeated. Future plantings at Caswell will be diversified. Public Works Director Host reported staff has been using the GIS system to identify ash trees so when the borer arrives City staff can pinpoint areas of high ash tree density.

Wellhead Protection Plan/Source Water Grant/Well 1

Water and Park Superintendent Duane Rader reported the City adopted a Wellhead Protection Plan in 2017. The City must ensure that no infiltration is allowed into current wells which require the City to know all of the old wells and ensure that they are capped. The City applied for and was awarded a \$10,000 grant to locate Well 1, dig it up and ensure that it is capped. Well, No. 1 was located in what is now Centennial Park. Superintendent Rader reported the well is only 325 feet deep.

Water and Park Superintendent Rader reported the Parks Department applied for and was awarded a \$1500 grant from the MPCA to replace gas tools with battery powered tools. The City will be able to purchase five trimmers, two blowers, one chainsaw, and six batteries.

Water and Park Superintendent Rader reported the City has a new sewer camera system. The old system was over 20 years old and still recorded on VHS. The new system has a flash drive and an external back up. Public Works Director Host reported the system could also integrate with the GIS system and the recordings stored.

Water and Park Superintendent Rader also showed the Council the new mowers recently purchased by the Parks Department. The mowers work double duty by providing snow removal in the winter and mowing in the summer.

Tour of the Parks Department

Water and Park Superintendent Rader provided a tour of the Parks Department.

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

Mayor

City Clerk

The Free Press MEDIA

THE LAND

P.O. Box 3287, Mankato, MN 56002

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: 04/24/19, 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: 23.45.

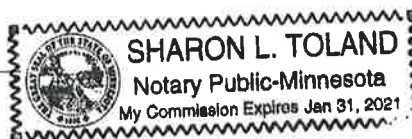
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is 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
04/24/2019


Notary Public



Public Notice

April 24, 2019

NOTICE OF PUBLIC HEARING AMEND CITY CODE CHAPTER 71.05

Notice is hereby given that the City Council of North Mankato will meet in the Council Chambers of the City Hall at 7:00 p.m. on May 6, 2019, to consider amending City Code Chapter 71.05, Other Parking Restrictions. City Council will consider increasing the continuous time a vehicle may remain on the street from 24-hours to 48-hours. Such persons as desire to be heard with reference to the proposed change will be heard at this meeting.

/s/ April Van Genderen
City Clerk

**NOTICE OF PUBLIC HEARING
AMEND CITY CODE CHAPTER 71.05**

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/s/April Van Genderen
City Clerk

§ 71.05 OTHER PARKING RESTRICTIONS.

(A) The City Council may order the placing of signs, devices or marks, or the painting of streets or curbs prohibiting or restricting the stopping, standing or parking of vehicles on any street where, in its opinion, as evidenced by a finding in its official minutes, the stopping, standing or parking is dangerous to those using the highway, or where the stopping, standing or parking of vehicles would unduly interfere with the free movement of traffic. The signs, devices, marks or painting shall be official signs, devices, marks or painting, and no person shall stop, stand or park any vehicle in violation of the restrictions thereon or as indicated thereby.

(B) " No parking " signs may be placed by city employees on any street of the city to permit construction, repair, snow removal, street cleaning or similar temporary activities. While the signs are in place, it shall be unlawful to park any vehicle on the streets or portion thereof so posted.

(C) It shall be unlawful for a person to park in an area designated by Council action posted as a fire lane.

(D) It shall be unlawful for a person to park a vehicle or permit it to stand, whether attended or unattended, on an alley within the city, provided that this does not prohibit the parking of vehicles for less than one hour on an alley for the purpose of access to abutting property for loading or unloading merchandise or other material when parking on the property itself is not available.

(E) It shall be unlawful for a person to park a motor vehicle in an area designated by posted signs pursuant to Council resolution for certain types of vehicles, unless the motor vehicle is one of the types of vehicles specifically permitted.

(F) Every vehicle parked upon any street with a curb shall be parked parallel to the curb, unless angle parking is designated by appropriate signs or markings. On streets with a curb, the right-hand wheels of any vehicle parked shall be within one foot of the curb. On streets without a curb, the vehicle shall be parked to the right of the main traveled portion of the street and parallel to it and in such a manner as not to interfere with the free flow of traffic, unless angle parking is designated by appropriate signs or markings.

(G) It is unlawful to store, maintain or display vehicles " For Sale " on property not owned by the property owner or rental tenant.

(H) It is unlawful for any person to park a vehicle on any street for the purpose of displaying it for sale. It is also unlawful for any person to park a vehicle on any street for the purpose of selling merchandise thereon or therein, or advertising any merchandise for sale or a forthcoming event, for a period longer than 15 minutes.

(1975 Code, § 9.06)

(I) It is unlawful for any person to leave a or park a house trailer, mobile home, camping trailer, bus or other similar recreational vehicle on or within the limits of any street or right-of-way, except where signs are erected designating the place as a campsite, for more than [24 48](#) consecutive hours.

(1975 Code, § 9.04)

(J) Parking on streets shall be limited as follows:

(1) It is unlawful for any person to stop, park or leave standing any vehicle, boat, trailer, camper or recreational vehicle upon any street for a continuous period in excess

of 24_48 hours. After 24_48 continuous hours of no movement, they are required to be relocated a minimum of 100 feet from their original location.

(2) The City Administrator may prohibit or restrict parking on certain streets, blocks or portions of streets.

(1975 Code, § 9.10) (Am. Ord. 106, 4th series, passed 8-20-2018)

(K) It is unlawful to park in any school parking zone when the same has been sign-posted and duly designated by the Chief of Police. School loading zones shall be limited to streets adjacent to an educational institution for the purpose of facilitating and expediting the safe and efficient transportation of students in attendance at such facilities.

(1975 Code, § 9.13)

(L) In municipally-owned parking lots, the Council may limit the sizes and types of motor vehicle to be parked thereon, hours of parking, and prescribed method of parking, provided that such limitations and restrictions are sign-posted or metered-posted thereon. It is unlawful to park or leave standing any vehicle backed into a parking place, to drive in a direction opposite the flow of traffic marked by " one-way " signs or arrows, or to park any vehicle in any municipally-owned parking lot contrary to the restrictions or limitations sign-posted or metered-posted therein.

(1975 Code, § 9.20) Penalty, see § 10.99

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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: 04/24/19, 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: 30.71¢.

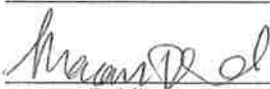
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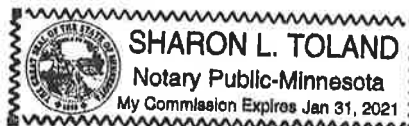
FURTHER YOUR AFFIANT SAITH NOT.

By: 

Steve Jameson, Publisher

Sworn to and subscribed before me, this day
04/24/2019


Notary Public



Public Notice

April 24, 2019

NOTICE OF PUBLIC HEARING TO AMEND NORTH MANKATO CITY CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota, at 7 p.m. on the 6th day of May 2019, to hold a public hearing to consider amending City Code 156.035 related to swimming pool setbacks. 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 7th day of January 2019.

April Van Genderen

City Clerk

City of North Mankato, MN

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

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

Dated this 24th day of April 2019.

April Van Genderen
City Clerk
City of North Mankato, Minnesota

(D) *Yard or lot reductions.*

(1) No yard or lot existing at the time of the passage of this chapter shall be reduced in dimension or area below the minimum requirements set forth herein except detached dwellings located on lots contained in plats recorded prior to the year 1958 which shall not be less than the following:

- (a) Front yards: 20 feet;
- (b) Side yards: 5 feet;
- (c) Rear yards: 20 feet;
- (d) Lot width: 50 feet.

(2) Yards or lots created after the effective date of this chapter shall not be less than the minimum requirements established by this chapter.

(E) *Accessory uses.* Accessory uses or structures shall not be located in any required front, side, rear or transitional yard except as may be permitted in this section.

(1) The following accessory uses or structures shall be permitted in any required rear or front yard in any residential zoning district, provided a 15 foot rear yard setback and the required front yard setback is maintained:

(a) Decks or elevated platforms, either attached to a dwelling or free standing, with no roof or overhead structure of any type;

(b) Patios or paved areas that are level, flush or at grade with the ground, with no roof or overhead structure of any type, and is not used for parking purposes.

(2) The following accessory uses or structures shall be permitted in any required rear yard in any zoning district, provided a 5 foot rear yard setback is maintained, and any required side yard in any zoning district, provided a 5 foot side yard is maintained from the furthest point of the building to the respective property line: utility buildings;

(3) ~~The following accessory use shall be permitted within any required rear yard in any residential zoning district, provided a 15 foot rear yard setback and the required side yard setbacks are provided: In-ground swimming pools, including aprons, and above-ground swimming pools with attached decks or aprons. The following are minimum rear yard setbacks for swimming pools:~~

<u>Pool Type</u>	<u>Property Type</u>	<u>Minimum Rear Yard Setbacks</u>
<u>In- Ground</u>	<u>Non Ravine</u>	<u>Rear-10 feet</u>
<u>In- Ground</u>	<u>Ravine</u>	<u>Rear-10 feet with the provision that upon inspection of the ravine by City staff, the setback can be increased to 25 feet</u>
<u>Above-Ground</u>	<u>Non Ravine</u>	<u>Rear-10 feet</u>
<u>Above-Ground</u>	<u>Ravine</u>	<u>Rear -25 feet</u>

(a) The breakline shall be established by the Building or Construction Inspector prior to construction.

(F) *Height exceptions.* The building height limits established herein for districts shall not apply to belfries, cupolas, domes, spires, monuments, radio towers, flag poles, chimneys, water tanks, towers, solar collectors, wind energy conversion systems and other structures for essential services, nor to similar structures or necessary mechanical appurtenances extending above the roof of any building and not occupying more than 10% of the area of such roof. Building height limit exceptions shall conform to all

structural design standards specified by the Minnesota State Building Code, as amended. In no event shall this section be construed to allow the construction or continued maintenance of structures constituting a hazard to the abutting property or the public at large. Where the average slope of lot is greater than 1 foot rise or fall in 7 feet of horizontal distance from the established street elevation at the property line, 1 story in addition to the number permitted in the district in which the lot is situated shall be permitted on the downhill side of any building.

(G) *Accessory buildings.* If an accessory building is attached to the main building, it shall be made a structural part of the main building and shall comply in all respects with the requirements of this chapter applicable to the main building. An accessory building, unless attached to and made a part of the main building, shall not be closer than 5 feet to the main building or another accessory building. In no event shall an accessory building be permitted on a vacant lot or when not subordinate to and serving the principal use structure on the same lot.

(1) An accessory building larger than 168 square feet shall be accessible by a hard-surfaced driveway which meets all applicable setback regulations.

(2) Private garages used as accessory structures for one and two-family residential dwellings shall not exceed a combined total of 1,200 square feet of floor space per lot for all structures.

(3) No pole barn type construction is permitted for any residential private garage.

(4) Detached residential garage roofs must have a hipped or gable design. No barn-type roofs are permitted on detached garages.

(L) *Ravine setbacks.* For all uses permitted there shall be a setback of no less than 25 feet, measured from the breakline of an adjacent ravine to any permanent structure, including but not limited to: dwellings, garages, decks, above-ground patios, ~~in-ground swimming pools~~. Gazebos exceeding 144 square feet in size are subject to a 25-foot ravine breakline setback. The breakline shall be established by the Building or Construction Inspector prior to construction. Permitted uses in the 25-foot setback area are fences, lawn sheds, inground patios, dog kennels, playground equipment or sandboxes that are located a minimum of five feet from the ravine breakline.

The Free Press MEDIA

THE LAND

P.O. Box 3287, Mankato, MN 56002

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: 04/18/19, 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: 72.56.

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
04/18/2019

Notary Public

Public Notice

April 18, 2019

NOTICE OF HEARING ON PROPOSED ASSESSMENT FOR PROJECT NO. 18-07 ABCDEF 2019 TYLER AVENUE STREET & UTILITY IMPROVEMENT

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 6th day of May 2019 to consider the proposed assessment for Project No. 18-07 ABCDEF 2019 Tyler Avenue Street & Utility Improvement. The properties being assessed are those properties on Tyler Avenue from Cross Street to Range Street in North Mankato.

Complete copies of the assessment roll are available for public inspection upon request in the Office of the City Clerk. The area proposed to be assessed is the property abutting said improvements. Written or oral objections to these assessments will be considered at the hearing. The total cost of the improvement is estimated to be \$590,100.

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within thirty (30) days after the adoption of the assessment and by filing such notice with the District Court within ten (10) days after service upon the Mayor or Clerk. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the Clerk prior to the hearing or presented to the presiding officer at the hearing.

The City Council may defer the payment of special assessments pursuant to Minnesota Statutes 435.193 through 435.195 for homestead property owned by a person 65 years of age or older or permanently and totally disabled for whom it would be a hardship to make the payments. In order to qualify, such a person must have limited income. If you feel you may qualify, contact the City Clerk for more specific information.

Dated this 18th day of April 2019.

April Van Genderen
City Clerk
City of North Mankato



NOTICE OF HEARING ON PROPOSED ASSESSMENT
FOR PROJECT NO. 18-07 ABCDEF 2019 TYLER AVENUE
STREET & UTILITY IMPROVEMENT

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 6th day of May 2018 to consider the proposed assessment for Project No. 18-07 ABCDEF 2019 Tyler Avenue Street & Utility Improvement. The properties being assessed are those properties on Tyler Avenue from Cross Street to Range Street in North Mankato.

Complete copies of the assessment roll are available for public inspection upon request in the Office of the City Clerk. The area proposed to be assessed is the property abutting said improvements. Written or oral objections to these assessments will be considered at the hearing. The total cost of the improvement is estimated to be \$590,100.

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within thirty (30) days after the adoption of the assessment and by filing such notice with the District Court within ten (10) days after service upon the Mayor or Clerk. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the Clerk prior to the hearing or presented to the presiding officer at the hearing.

The City Council may defer the payment of special assessments pursuant to Minnesota Statutes 435.193 through 435.195 for homestead property owned by a person 65 years of age or older or permanently and totally disabled for whom it would be a hardship to make the payments. In order to qualify, such a person must have limited income. If you feel you may qualify, contact the City Clerk for more specific information.

Dated this 18th day of April 2019.

April Van Genderen
City Clerk
City of North Mankato



CITY OF NORTH MANKATO

April 18, 2019

Dear Resident:

Notice is hereby given that the North Mankato City Council will meet at 7:00 p.m. on May 6, 2019 in the City Council Chambers of City Hall, 1001 Belgrade Avenue, North Mankato, Minnesota to consider, and possibly adopt, the proposed assessment for Project No. 18-07 ABCDEF Tyler Avenue Street & Utility Improvements the improvements include street and surface improvements, sanitary sewer improvements, watermain improvements, storm sewer improvements and sidewalk improvements. The properties being assessed are those properties on Tyler Avenue from Cross Street to Range Street in North Mankato, Minnesota or those otherwise benefiting from the improvements. The total estimated cost for the improvement is \$590,100.

The amount to be specially assessed against your particular lot, piece, or parcel of land is \$6,000. Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2020, and will bear the interest rate of 4.5% from May 6, 2019. To the first installment shall be added interest on the entire assessment from May 6, 2019 until December 31, 2019. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

Property owners being assessed may at any time prior to certification of the assessment to the county auditor, pay all or a portion of the assessment on such property, with interest accrued to the date of payment, to the City Clerk. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City Clerk all or a portion of the amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.5%.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessment is \$120,000. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minn. Stat. §§ 435.193 to 435.195, the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older,



1001 Belgrade Avenue, P.O. Box 2055 • North Mankato, MN 56002-2055 • Telephone 507-625-4141

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20% Post-Consumer Waste

one retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any reason, all amounts accumulated plus applicable interest become due within 60 days. Any assessed property owner meeting the requirements of this law, may, within 30 days of the confirmation of the assessment, apply to the city clerk for the prescribed form for such deferral of payment of this special assessment on his/her property. An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or clerk of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk.

Sincerely,
CITY OF NORTH MANKATO



April Van Genderen
City Clerk

State of Minnesota)
)
Council of North Mankato)

April Van Genderen, being first duly sworn, deposes and says:

I am a United States citizen, and the City Clerk of the city of North Mankato, Minnesota.

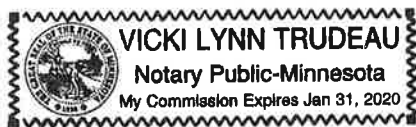
On April 18, 2019, acting on behalf of the said city, I deposited in the United States mail at 1001 Belgrade Avenue, North Mankato, Minnesota, copies of the attached notice of a hearing on proposed special assessments, enclosed in envelopes, with postage thereon fully prepaid, addressed to the following persons at the addresses on the attached sheet.

There is delivery service by United States mail between the place of mailing and the places so addressed.



Signature

Subscribed and sworn to before me this 18th day of 4, 2019.





Notary Public

END OF FORM

PID	PROPERTY ADDRESS	PROPERTY OWNER NAME	ADDRESS	CITY	STATE	ZIP
184230050	835 RANGE STREET	RICHARD L & KATHLEEN L WEBER	835 RANGE STREET	NORTH MANKATO	MN	56003
185530060	903 RANGE STREET	AARON ZUHLSDORF	903 RANGE STREET	NORTH MANKATO	MN	56003
185530050	310 TYLER AVENUE	MARLOW W & JUDITH PALMQUIST	310 TYLER AVENUE	NORTH MANKATO	MN	56003
185530040	314 TYLER AVENUE	FAITH M CLOSE	314 TYLER AVENUE	NORTH MANKATO	MN	56003
184230060	315 TYLER AVENUE	WILLIAM W BERNARDE	W244N8822 Cordell Ln	SUSSEX	WI	53089
184230070	317 TYLER AVENUE	MICHELLE M JOHNSON	317 TYLER AVENUE	NORTH MANKATO	MN	56003
185530030	318 TYLER AVENUE	SARAH J & NATHAN K KERICH	318 TYLER AVENUE	NORTH MANKATO	MN	56003
185530020	320 TYLER AVENUE	JOHN W & JANELLE N CEDERGREN	320 TYLER AVENUE	NORTH MANKATO	MN	56003
184230080	321 TYLER AVENUE	DALE & DANIELLE C SENN	321 TYLER AVENUE	NORTH MANKATO	MN	56003
185530010	322 TYLER AVENUE	DOUGLAS E & TAMERA A AUSTAD	322 TYLER AVENUE	NORTH MANKATO	MN	56003
185571390	324 TYLER AVENUE	MICHAEL C BULEY	324 TYLER AVENUE	NORTH MANKATO	MN	56003
185571380	326 TYLER AVENUE	JEAN M KEENAN	326 TYLER AVENUE	NORTH MANKATO	MN	56003
184230090	327 TYLER AVENUE	JOSEPH ZOELLE	327 TYLER AVENUE	NORTH MANKATO	MN	56003
185571370	330 TYLER AVENUE	STEVEN D & WENDY M BUCKHOLZ	330 TYLER AVENUE	NORTH MANKATO	MN	56003
184230100	331 TYLER AVENUE	DANIELLE M MILLER	331 TYLER AVENUE	NORTH MANKATO	MN	56003
185571360	334 TYLER AVENUE	ROB D & TARA J ROHMAN	334 TYLER AVENUE	NORTH MANKATO	MN	56003
184230110	335 TYLER AVENUE	BRIAN M & PAULA A THEISSEN	335 TYLER AVENUE	NORTH MANKATO	MN	56003
184230120	339 TYLER AVENUE	TODD SHELDON FERGUSON	339 TYLER AVENUE	NORTH MANKATO	MN	56003
184230130	343 TYLER AVENUE	ALEX & LISA MEYER	343 TYLER AVENUE	NORTH MANKATO	MN	56003
184230140	349 TYLER AVENUE	JUSTIN MONTEMURNO & JENNA M FRENCH	349 TYLER AVENUE	NORTH MANKATO	MN	56003

Assessment Hearing



2019 Tyler Avenue Street and Utility Improvement Project
Project 18-07 ABCDEF

BOLTON & MENK
Real People. Real Solutions.
May 8, 2019

1

Project Location/Background

- Project location - Tyler Avenue between Cross Street and Range Street (300 block)
- Included in City's Capital Improvement Plan for 2019
- Preliminary Engineering Report authorized by Council on December 17th and presented to City Council on January 7th
- Neighborhood Meeting held on January 14th
- Improvement Hearing held on January 21st
- Council approved the preparation of plans and specifications and the project was bid on March 21st
- Tonight – assessment hearing and award contract

2

Sanitary Sewer, Watermain and Storm Sewer



- **Proposed Sanitary Sewer Improvements**
 - New 8" PVC pipe with watertight joints
 - Replace manholes with new precast concrete manholes:
 - New castings
 - Water-tight joints in manhole sections
 - Replace existing services from sewer main to ROW with new pipe
 - Property owner's responsibility to replace service line from ROW to house if deficient
- **Proposed Watermain Improvements**
 - New 6" PVC watermain pipe
 - Provide new hydrant at Cross Street intersection
 - New valves & fittings at all appropriate locations and spacing
 - Replace existing service lines within street right-of-way with 1" diameter plastic piping
 - Property owner's responsibility to replace service line from ROW to house if deficient
- **Proposed Storm Sewer Improvements**
 - Remove and replace existing 21" storm sewer – necessary to accommodate sanitary sewer reconstruction
 - Remove and replace manholes and catch basins near Range Street intersection
 - Add additional inlets mid-block

3

Proposed Street and Surface Improvements



- Reconstruct existing street with new bituminous pavement and curb and gutter
- Proposed width – 30 feet from face of curb to face of curb (same as existing)
- Continue to allow parking on both sides
- New 5-foot wide sidewalk on both sides
- New concrete driveway aprons
- Proposed pavement section
 - 4 inches bituminous surfacing
 - 8 inches aggregate base class 6
 - 6 inches of select granular borrow
 - Geogrid (if required)
- Perforated subsurface drains on both sides of street
- Restore all disturbed residential turf areas with seed

4

Trees



- 21 existing boulevard trees
- Many trees are very large and in some cases the base of the trunks fills the entire boulevard area
- Many of the existing sidewalk deficiencies are being caused by tree roots
- 16 of the 21 trees will be removed with project:
 - 7 ash trees
 - 4 trees too large for boulevard
 - 4 trees misshapen and damaged by trimming for power line
 - 1 unhealthy tree
- Property owners will be offered new trees to replace those removed – to be installed behind sidewalk

3

Estimated Project Costs



Item	Estimated Cost
Street & Street Lights	\$325,400
Storm Sewer	\$100,800
Sanitary Sewer Mainline	\$51,700
Sanitary Sewer Services	\$24,300
Watermain Mainline	\$54,500
Water Services	\$33,400
TOTAL:	\$590,100

- Estimated costs include allowances for contingencies, administrative, engineering and financing costs

4

Assessments



- **Assessment policy:**
 - Sanitary Sewer Services– 100% Assessable
 - Water Services – 100% Assessable
 - Balance of Project Costs (Street Reconstruction, Sanitary Sewer, Watermain, and Storm Sewer) – 40% Assessable, 60% City Cost
- **Assessment Rates based on Bid Costs:**
 - Sanitary Sewer Main Line (40%): \$1,034 per connection
 - Sanitary Sewer Services (100%): \$1,215 per connection
 - Watermain Mainline (40%): \$1,030 per connection
 - Water Services (100%): \$1,670 per connection
 - Street & Surface and Storm Sewer (40%): \$152 per foot
- Calculated assessments range from \$12,600 to \$15,200

Assessment Cap



- **Assessment cap:** \$6,000 assessment cap used on 2018 Jefferson Avenue Reconstruction Project
- Scope of improvements and lot sizes very similar to Jefferson Avenue project
- Anticipated that construction costs would not change significantly in the past year
- Proposed assessment cap for Tyler Avenue - \$6,000

Credit for Recently Constructed Sidewalk



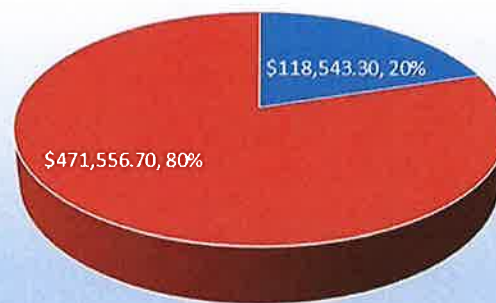
- Provisions in City's assessment policy regarding credit for recently-constructed sidewalks:
 - Credit given for the cost of reconstructing existing sidewalks less than 5 years old
 - 100% credit for sidewalks less than one year old
 - Credit reduced by 20% for each year of age
- Two properties qualify:
 - 318 Tyler:
 - Sidewalk constructed in 2018 (100% credit)
 - Constructed under City's sidewalk replacement policy – 50% property owner/50% City
 - Property owner paid \$827.50
 - Adjusted assessment: $\$6,000 - \$827.50 = \$5,172.50$
 - 317 Tyler:
 - Sidewalk constructed in 2015 (40% credit)
 - Constructed prior to City's sidewalk replacement policy – 100% property owner
 - Property owner paid \$1,573; sidewalk credit = $\$1,573 \times 40\% = \629.20
 - Adjusted assessment: $\$6,000 - \$629.20 = \$5,370.80$

9

Proposed Project Funding



Project Funding



■ Special Assessments ■ City Funds

10

Assessment Process



- Actual assessment amount for each property was provided in mailed notice – approximately two weeks before hearing
- Assessments can be pre-paid with no interest
 - Prepayment date will be set by Council - typically in late October/early November
 - Prepayment date will be provided in assessment hearing notice
- If not pre-paid, assessments will be certified to County auditor and will be added to property tax statement starting in 2020:
 - Equal annual payments
 - Payment period - typically 15 years
 - Interest rate will be set by the Council
- Remaining principal and accrued interest can be prepaid in future years with no penalty
- Additional information will be provided in assessment notice

11

Proposed Schedule



Date	Task
December 17, 2018	Resolution Receiving Report and Calling For Hearing on Improvements
Week of January 14, 2019	Neighborhood Meeting
January 21, 2019	Improvement Hearing
January 21, 2019	Resolution Ordering Improvement and Preparation of Plan and Specifications
February 18, 2019	Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
March 21, 2019	Open Bids
April 1, 2019	Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment
April 1, 2019	Resolution for Hearing on Proposed Assessment
May 6, 2019	Assessment Hearing
May 6, 2019	Resolution Adopting Assessment
May 6, 2019	Resolution Awarding Contract
June 3, 2019	Begin Construction (Approx.)
August 31, 2019	End Construction (Approx.)

12



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 5-6-19

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00416	1st LINE/LEEWES VENTURES LLC	05/06/2019	Regular	0	564.90	90868
00005	A TO Z RENTAL CENTER	05/06/2019	Regular	0	200.00	90869
00008	A+ SYSTEMS GROUP	05/06/2019	Regular	0	224.55	90870
03012	ALL PRO OVERHEAD DOOR CO. INC.	05/06/2019	Regular	0	2,625.00	90871
00072	ANCOM COMMUNICATIONS	05/06/2019	Regular	0	1,583.00	90872
00093	ARNOLD'S OF MANKATO, INC.	05/06/2019	Regular	0	1,086.08	90873
02959	ARTIFACT	05/06/2019	Regular	0	224.00	90874
00145	BETTER HOUSEKEEPING VACUUMS, INC.	05/06/2019	Regular	0	212.90	90875
00153	BLUE EARTH COUNTY	05/06/2019	Regular	0	20.00	90876
00162	BLUE RIDGE TRUCK PARTS	05/01/2019	Regular	0	1,600.00	90867
00189	BRAUN INTERTEC CORPORATION	05/06/2019	Regular	0	8,962.50	90877
00238	CHAMPLIN AUTO WASH	05/06/2019	Regular	0	120.00	90878
02757	CINTAS	05/06/2019	Regular	0	202.89	90879
00249	CIRCLE INN PARTNERSHIP	04/15/2019	Regular	0	180,000.00	90852
00255	CITY OF MANKATO	05/06/2019	Regular	0	101,493.03	90880
03006	COLLINS, CAROL	04/12/2019	Regular	0	64.88	90850
00303	CRAWLER WELDING, INC.	05/06/2019	Regular	0	330.75	90881
00353	DITTRICH MECHANICAL & FABRICATION	05/06/2019	Regular	0	4,210.00	90882
02735	DZINE LLC	05/06/2019	Regular	0	370.00	90883
00401	EXPRESS SERVICES, INC.	05/06/2019	Regular	0	1,300.39	90884
00404	FASTENAL COMPANY	05/06/2019	Regular	0	36.93	90885
00409	FERGUSON ENTERPRISES, INC	05/06/2019	Regular	0	4,078.15	90886
00447	FREE PRESS	05/06/2019	Regular	0	462.94	90887
03009	GASKELL, SEAN	05/06/2019	Regular	0	450.00	90888
03002	GIUFFRE BROS. CRANES INC.	05/06/2019	Regular	0	198.72	90889
00491	GOLF CARS & MORE, INC.	05/06/2019	Regular	0	143.85	90890
00499	GRAINGER	05/06/2019	Regular	0	644.99	90891
00561	HILLTOP FLORIST & GREENHOUSE	05/06/2019	Regular	0	269.98	90892
00577	HOLTMEIER CONSTRUCTION	05/06/2019	Regular	0	5,234.60	90893
00595	HY-VEE, INC.	05/06/2019	Regular	0	111.54	90894
00730	LAFAYETTE NICOLLET LEDGER, THE	05/06/2019	Regular	0	105.00	90895
00731	LAGER'S OF MANKATO, INC.	05/06/2019	Regular	0	1,413.00	90896
00746	LAW ENFORCEMENT LABOR SERVICES, INC.	04/24/2019	Regular	0	714.00	90862
00754	LEAGUE OF MINNESOTA CITIES	05/06/2019	Regular	0	1,600.00	90897
00781	LOE'S OIL COMPANY	05/06/2019	Regular	0	40.00	90898
00797	MAC TOOLS DISTRIBUTOR	05/06/2019	Regular	0	94.97	90899
00800	MADDEN, GALANTER, HANSEN, LLP	05/06/2019	Regular	0	1,837.39	90900
00817	MANKATO EAST	04/30/2019	Regular	0	175.65	90866
00819	MANKATO FORD, INC.	05/06/2019	Regular	0	104.50	90901
00832	MANKATO TENT & AWNING CO.	05/06/2019	Regular	0	135.00	90902
00847	MATHESON TRI-GAS, INC.	05/06/2019	Regular	0	314.47	90903
00875	METRO SALES, INC.	05/06/2019	Regular	0	213.00	90904
00925	MINNESOTA DEPARTMENT OF PUBLIC SAFETY	04/26/2019	Regular	0	20.00	90865
00904	MINNESOTA STATE FIRE CHIEFS ASSOCIATION	05/06/2019	Regular	0	1,500.00	90906
00905	MINNESOTA STATE FIRE DEPT ASSOCIATION	04/18/2019	Regular	0	200.00	90855
00950	MINNESOTA STATE UNIVERSITY-MANKATO	05/06/2019	Regular	0	1,025.83	90907
02313	NELSON, DANIEL	05/06/2019	Regular	0	209.48	90908
01037	NICOLLET COUNTY	05/01/2019	Regular	0	23,100.01	90856
02569	NORTHLAND LIFT SALES AND SERVICE	05/06/2019	Regular	0	380.00	90909
01106	PETTY CASH	05/06/2019	Regular	0	136.73	90910
01133	POWERPLAN/RDO EQUIPMENT	05/06/2019	Regular	0	1,835.29	90911
01161	QUALITY TREE SERVICE	05/06/2019	Regular	0	100.00	90912
01170	RAMY TURF PRODUCTS	05/06/2019	Regular	0	642.00	90913
02931	REDEXIM TURF PRODUCTS	05/06/2019	Regular	0	138.48	90914
01213	RIVERLAND COMMUNITY COLLEGE	05/06/2019	Regular	0	600.00	90915
02240	SNAP ON TOOLS	04/17/2019	Regular	0	3,652.01	90854
01297	SOUTH CENTRAL COLLEGE	05/06/2019	Regular	0	640.00	90916

01302	SOUTH CENTRAL GLASS, INC.	05/06/2019	Regular	0	1,475.50	90917
02950	SRF CONSULTING GROUP, INC.	05/06/2019	Regular	0	8.44	90918
01352	STREICHER'S, INC	05/06/2019	Regular	0	36.00	90919
01390	THOMAS TREE & LANDSCAPE, INC.	05/06/2019	Regular	0	52.50	90920
01402	TIRE ASSOCIATES	05/06/2019	Regular	0	799.70	90921
01409	TOPPERS & TRAILERS PLUS	05/06/2019	Regular	0	2.00	90922
01433	TYLER TECHNOLOGIES	05/06/2019	Regular	0	125.00	90923
02150	U.S. BANK	05/06/2019	Regular	0	70,390.00	90924
01517	WELLS FARGO CORPORATE TRUST SERVICE	05/06/2019	Regular	0	91,937.50	90925
01523	WENZEL AUTO ELECTRIC CO	05/06/2019	Regular	0	112.00	90926
01562	ZAHL EQUIPMENT SERVICE, INC.	05/06/2019	Regular	0	55.00	90927
02740	BRANDT PRINTING	04/15/2019	Bank Draft	0	1,130.00	DFT0003012
02740	BRANDT PRINTING	04/15/2019	Bank Draft	0	315.84	DFT0003013
00241	CHARTER COMMUNICATIONS	04/11/2019	Bank Draft	0	418.32	DFT0003010
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	59.77	DFT0003033
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	41.35	DFT0003034
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	338.55	DFT0003035
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	1,482.04	DFT0003036
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	42.94	DFT0003037
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	209.70	DFT0003038
02058	CONSOLIDATED COMMUNICATIONS	04/29/2019	Bank Draft	0	36.90	DFT0003039
00311	CULLIGAN WATER CONDITIONING	05/01/2019	Bank Draft	0	34.75	DFT0003044
00311	CULLIGAN WATER CONDITIONING	05/01/2019	Bank Draft	0	6.95	DFT0003044
00608	INGRAM LIBRARY SERVICES	05/01/2019	Bank Draft	0	2,091.95	DFT0003042
00733	LAKES GAS CO #10	04/15/2019	Bank Draft	0	107.00	DFT0003014
00775	LJP WASTE & RECYCLE, LLC	04/11/2019	Bank Draft	0	730.00	DFT0003009
00940	MINNESOTA RURAL WATER ASSOCIATION	04/30/2019	Bank Draft	0	275.00	DFT0003040
03008	MPLS ST. PAUL MAGAZINE	04/19/2019	Bank Draft	0	33.95	DFT0003018
03011	R HENRY CONSTRUCTION INC	04/26/2019	Bank Draft	0	845.47	DFT0003031
01322	SPRINT	04/29/2019	Bank Draft	0	35.62	DFT0003032
01335	STAPLES ADVANTAGE	04/16/2019	Bank Draft	0	49.06	DFT0003017
01335	STAPLES ADVANTAGE	04/23/2019	Bank Draft	0	147.68	DFT0003030
01470	VERIZON WIRELESS	04/15/2019	Bank Draft	0	30.11	DFT0003015
02178	WASTE MANAGEMENT OF WI-MN	04/12/2019	Bank Draft	0	160.56	DFT0003011
00551	A.H. HERMEL COMPANY	05/08/2019	EFT	0	955.91	1742
00059	AMERICAN LEGAL PUBLISHING CORP.	05/08/2019	EFT	0	1,624.00	1743
00063	AMERICAN PEST CONTROL	05/08/2019	EFT	0	200.00	1744
00103	AUTO BODY SPECIALTIES	05/08/2019	EFT	0	230.48	1745
00105	AUTO VALUE MANKATO	05/08/2019	EFT	0	363.67	1746
00123	BATTERIES+BULBS	05/08/2019	EFT	0	383.80	1747
00216	C & S SUPPLY CO, INC.	05/08/2019	EFT	0	377.45	1748
02706	CORE & MAIN LP	05/08/2019	EFT	0	787.11	1749
00310	CRYSTEEL TRUCK EQUIPMENT, INC	05/08/2019	EFT	0	159.60	1750
00322	DALCO	05/08/2019	EFT	0	1,271.55	1751
00343	DH ATHLETICS LLC	05/08/2019	EFT	0	7,178.00	1752
00463	G & L AUTO SUPPLY, LLC	05/08/2019	EFT	0	246.69	1753
01098	GILLETTE GROUP/PEPSI-COLA	05/08/2019	EFT	0	509.98	1754
00503	GREAT AMERICAN BUSINESS PRODUCTS	05/08/2019	EFT	0	378.24	1755
00538	HAWKINS, INC.	05/08/2019	EFT	0	6,174.08	1756
00544	HENDRICKSON, CHRISTOPHER	05/08/2019	EFT	0	152.34	1757
01274	JADD SEPPMANN & SONS, INC.	05/08/2019	EFT	0	9,900.00	1758
00632	JAVENS MECHANICAL CONTRACTING CO.	05/08/2019	EFT	0	756.22	1759
00705	KNUDSON, DAVID	05/08/2019	EFT	0	125.44	1760
02523	KRAUSE, TOM	05/08/2019	EFT	0	72.50	1761
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	05/08/2019	EFT	0	344.44	1762
00767	LIME VALLEY ADVERTISING, INC.	05/08/2019	EFT	0	400.00	1763
00776	LLOYD LUMBER CO.	05/08/2019	EFT	0	1,635.71	1764
02575	LOCHER BROS, INC.	05/08/2019	EFT	0	268.20	1765
00874	MENARDS-MANKATO	05/08/2019	EFT	0	252.99	1766
00902	MINNESOTA IRON & METAL CO	05/08/2019	EFT	0	631.60	1767
00910	MINNESOTA VALLEY TESTING LAB, INC.	05/08/2019	EFT	0	221.00	1768
00956	MINNESOTA WASTE PROCESSING CO.	05/08/2019	EFT	0	21,836.79	1769
02323	MOBOTREX	05/08/2019	EFT	0	654.00	1770
00975	MORGAN, SHAWN	05/08/2019	EFT	0	149.34	1771
00997	MTI DISTRIBUTING CO	05/08/2019	EFT	0	1,325.83	1772
01036	NICOLLET COUNTY RECORDER/ABSTRACTER	05/08/2019	EFT	0	46.00	1773
01052	NORTH CENTRAL INTERNATIONAL	05/08/2019	EFT	0	905.93	1774

02005	PANTHEON COMPUTERS	05/08/2019	EFT	0	6,216.46	1775
01090	PARAGON PRINTING, MAILING & SPECIALTIES	05/08/2019	EFT	0	7,556.45	1776
01160	QUALITY OVERHEAD DOOR CO, INC	05/08/2019	EFT	0	965.50	1777
01179	RED FEATHER PAPER CO.	05/08/2019	EFT	0	821.35	1778
01211	RIVER BEND BUSINESS PRODUCTS	05/08/2019	EFT	0	677.79	1779
01407	TOOL SALES COMPANY	05/08/2019	EFT	0	25.00	1780
03010	WILKUS ARCHITECTS	05/08/2019	EFT	0	9,050.00	1781
02003	MINNESOTA DEPT OF REVENUE	04/24/2019	Bank Draft	0	5,715.51	DFT0003024
02003	MINNESOTA DEPT OF REVENUE	05/01/2019	Bank Draft	0	437.76	DFT0003041
02003	MINNESOTA DEPT OF REVENUE	05/01/2019	Bank Draft	0	8,468.00	DFT0003043
01477	VIKING ELECTRIC SUPPLY, INC.	04/15/2019	Bank Draft	0	286.25	DFT0003016
01477	VIKING ELECTRIC SUPPLY, INC.	04/26/2019	Bank Draft	0	645.18	DFT0003028
				\$	632,954.67	136

Authorization Signatures

All Council

The above manual and regular claims lists for 5-6-19 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

SANDRA OACHS- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

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

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

Donor	Restriction	Amount
Anonymous	AED Purchase for Caswell Park	\$1,377.95
Jeanette and John Barsness	Books for Winter Backpack Program	\$50.00
Richard and Renae Lund	Books for Winter Backpack Program	\$50.00
Karelyn Lacher	Books for Winter Backpack Program	\$50.00
Shirley Ruby	Books for Winter Backpack Program	\$55.00
Harold and Pamela Grems	Books for Winter Backpack Program	\$62.00
Delta Kappa Gamma NU Chapter	Books for Winter Backpack Program	\$317.00
Craig and Cynthia Shirk	Books for Winter Backpack Program	\$41.00
Jack Rayburn and Beth Christensen	Books for Winter Backpack Program	\$80.00
Eric and Connie Oleson	Books for Winter Backpack Program	\$4.00
Christine Dewanz-Carroll	Books for Winter Backpack Program	\$15.00
Marlene Buker	Books for Winter Backpack Program	\$20.00
Robert and Patty Christensen	Books for Winter Backpack Program	\$20.00
Johna and John Horton	Books for Winter Backpack Program	\$23.00
Susan Moore	Books for Winter Backpack Program	\$25.00
Nancy Lidstrom	Books for Winter Backpack Program	\$25.00
Jerome and Sandra Crest	Books for Winter Backpack Program	\$25.00
Mark and Teresa Scheidel	Books for Winter Backpack Program	\$25.00
Emily Patterson	Books for Winter Backpack Program	\$25.00
Karl and Mary Johnson	Books for Winter Backpack Program	\$25.00
Judith Brandon	Books for Winter Backpack Program	\$25.00
Carl and Laurie Putze	Books for Winter Backpack Program	\$28.00
Rodney and Linda Isebrand	Books for Winter Backpack Program	\$30.00
Mark and Bonnie Shult	Books for Winter Backpack Program	\$30.00
Lucette Hurley	Books for Winter Backpack Program	\$31.00
Donna and Stephen Oakey	Books for Winter Backpack Program	\$31.00
Shirley Wold	Books for Winter Backpack Program	\$33.00

Richard and Sandra Ekstam	Books for Winter Backpack Program	\$43.00
Jeanette and John Barsness	Books for Winter Backpack Program	\$45.00
Mike and Mark Callahan	Books for Winter Backpack Program	\$47.00
Sheri and Michael Silva	Books for Winter Backpack Program	\$48.00
Sally and Roger Coomes	Books for Winter Backpack Program	\$50.00
Richard and Lucy Lowry	Books for Winter Backpack Program	\$50.00
Karelyn Lacher	Books for Winter Backpack Program	\$50.00
Johnna and John Horton	Books for Winter Backpack Program	\$50.00
Tracy and John Klostermeyer	Books for Winter Backpack Program	\$50.00
Ann Vaubel	Books for Winter Backpack Program	\$55.00
Gand S. Kretsch	Books for Winter Backpack Program	\$55.00
Kathleen Trauger	Books for Winter Backpack Program	\$60.00
Allette and Ronald Bleess	Books for Winter Backpack Program	\$70.00
Mark and Mary Miller	Books for Winter Backpack Program	\$72.00
Nicole Goebel	Books for Winter Backpack Program	\$72.00
Susan Desteian	Books for Winter Backpack Program	\$70.00
Peter and Regina Steiner	Books for Winter Backpack Program	\$80.00
George and Vi Anne Traynor	Books for Winter Backpack Program	\$90.00
Carrol Meyers-Dobler	Books for Winter Backpack Program	\$94.00
Larry and Leah Frank	Books for Winter Backpack Program	\$106.00
Janet Reynolds	Books for Winter Backpack Program	\$110.00
Christine Dewanz-Carroll	Books for Winter Backpack Program	\$146.00
John Behrens	Books for Winter Backpack Program	\$20.00
Rose Barkley	Books for Winter Backpack Program	\$72.00
TOTAL		\$4,127.95

Adopted by the City Council this 15th day of April 2019.

Mayor

City Clerk

Permit #: 44 -2019

Start time: 1:00

Fee: \$ 100.00

Date: 8/2/19

Stop time: 7:00 pm

25.00 Audio

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

Event Name: Associated Finishing Picnic

Name: Ryan Kapsner

Address: 320 Mallard Ln., Mankato

Phone: 507-385-2763

of People: 120

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

Notes: _____

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

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

Allowed

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

Prohibited

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

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

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

SIGNED: _____

Applicant

Date

☐ APPROVED ☐ DENIED

☒ REFER TO COUNCIL

City Clerk

Date

Receipt # R00180007

Book

Online

Park

Police

Staff Initials

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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

AMPLIFIED SOUND: ☐ LIVE MUSIC/BAND
☐ DJ/KARAOKE MACHINE
☒ OTHER: Bingo
(Speaker)

DATE OF EVENT: 8-2-19
BEGIN TIME: 4:00
END TIME: 6:00

LOCATION / SHELTER: SLP #1

EVENT NAME: Associated Finishing Company Picnic

ONSITE COORDINATOR: PRINT NAME: Ryan Kapsner
MOBILE NUMBER: 507-382-2224

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

SIGNATURE: [Signature] DATE: 4/19/19

CITY CLERK: _____ ☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☒ \$25.00 FEE 200180007 STAFF INITIALS _____



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

Audio Permit 5-11-19 ~~2018~~
Park Permit _____ 2018

Audio Permit

About:

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- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND
☐ DJ/KARAOKE MACHINE
☐ OTHER: _____

DATE OF EVENT: 5-11-19
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Circle Inn Patio
EVENT NAME: Schell's angels Band

ONSITE COORDINATOR: _____ PRINT NAME: Jeni Bobholz
MOBILE NUMBER: 507-382-6601

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

SIGNATURE: Jeni Bobholz DATE: 4-11-19
POLICE CHIEF: [Signature]
CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____



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

Audio Permit 5-17-19 2018
Park Permit _____ 2018

Audio Permit

About:

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AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND ☐ DJ/KARAOKE MACHINE ☐ OTHER: _____
DATE OF EVENT: 5-17-19
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Circle Inn Patio

EVENT NAME: Barafest w/inos

ONSITE COORDINATOR: _____ PRINT NAME: Jeni Bobholz
MOBILE NUMBER: 507-382-6611

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

SIGNATURE: Jeni Bobholz DATE: 4-11-19
POLICE CHIEF: [Signature]
CITY CLERK: _____

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

☐ DENIED ☐ APPROVED

STAFF INITIALS _____



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

Audio Permit 5-18-19-2018
Park Permit _____ 2018

Audio Permit

About:

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

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- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
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AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND
☐ DJ/KARAOKE MACHINE
☐ OTHER: _____

DATE OF EVENT: 5-18-19
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Circle Inn

EVENT NAME: Jam Bonz

ONSITE COORDINATOR: _____ PRINT NAME: Jenni Bobholz
MOBILE NUMBER: 507-382-6001

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

SIGNATURE: Jenni Bobholz
POLICE CHIEF: [Signature]
CITY CLERK: _____

DATE: 4-11-19

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____



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

Audio Permit 5-25-19 2018
Park Permit _____ 2018

Audio Permit

About:

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

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

AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND ☐ DJ/KARAOKE MACHINE ☐ OTHER: _____
DATE OF EVENT: 5-25-19
BEGIN TIME: 6pm
END TIME: 10pm

LOCATION / SHELTER: Circle Inn Patio

BAND
EVENT NAME: The Frye

ONSITE COORDINATOR: _____ PRINT NAME: Jeni Bobholz
MOBILE NUMBER: 507-382-6601

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

SIGNATURE: Jeni Bobholz DATE: 4-11-19
POLICE CHIEF: [Signature]
CITY CLERK: _____

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

Permit #: _____ -2018

Date: 5/19/19

Start time: 10 am

Stop time: 6 pm

Location: Circle Inn Patio

Event Name: Justin KAMS Benefit

Name: Jeni Bobholz

Address: 232 Belgrade Ave.

Phone:

of People:

507-382-4001

100+

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

Notes: _____

PLEASE INCLUDE A MAP OF THE AREA.

Audio (requires audio permit)

☒ No ☐ Yes

* If Yes, Please fill out Audio Permit.

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

SIGNED: Jeni Bobholz
Applicant

4-11-19
Date

☐ APPROVED ☐ DENIED
☐ REFER TO COUNCIL

[Signature]
City Clerk

4-12-19
Date

Receipt # _____ Book _____ Online _____ Park [Signature] Police _____ Staff Initials _____



CITY OF *Minnesota*
NORTH MANKATO

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

For Office Use Only

APPROVED _____

DENIED _____

☐ PARK USE ☐ AUDIO USE

Application For PARADE PERMIT

REQUIRED INFORMATION:

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

Thirty (30) days inadvance of the parade date.

Name of Applicant <i>Dance Conservatory</i>	Address <i>1400 Madison Ave Suite 318 Mankato MN 56001</i>	Phone <i>507-625-2005</i>	Email <i>ddance002@gmail.com</i>
Sponsoring Organization Name	Address	Phone	
Contact during event <i>Geri Meyer</i>	Phone <i>507-251-3481</i>		
Event Location <i>Benson Park</i>	Date <i>6-29-19</i>	From Time <i>9:00</i>	To <i>1:00</i>
Occasion for Parade <i>Dance studio fundraiser reschedule Tulips & Tutu 5K</i>			
Parade Description / Composition			

Estimated Number of Participants: *100-150*

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

[Signature]
Applicant

4-26-19
Date

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

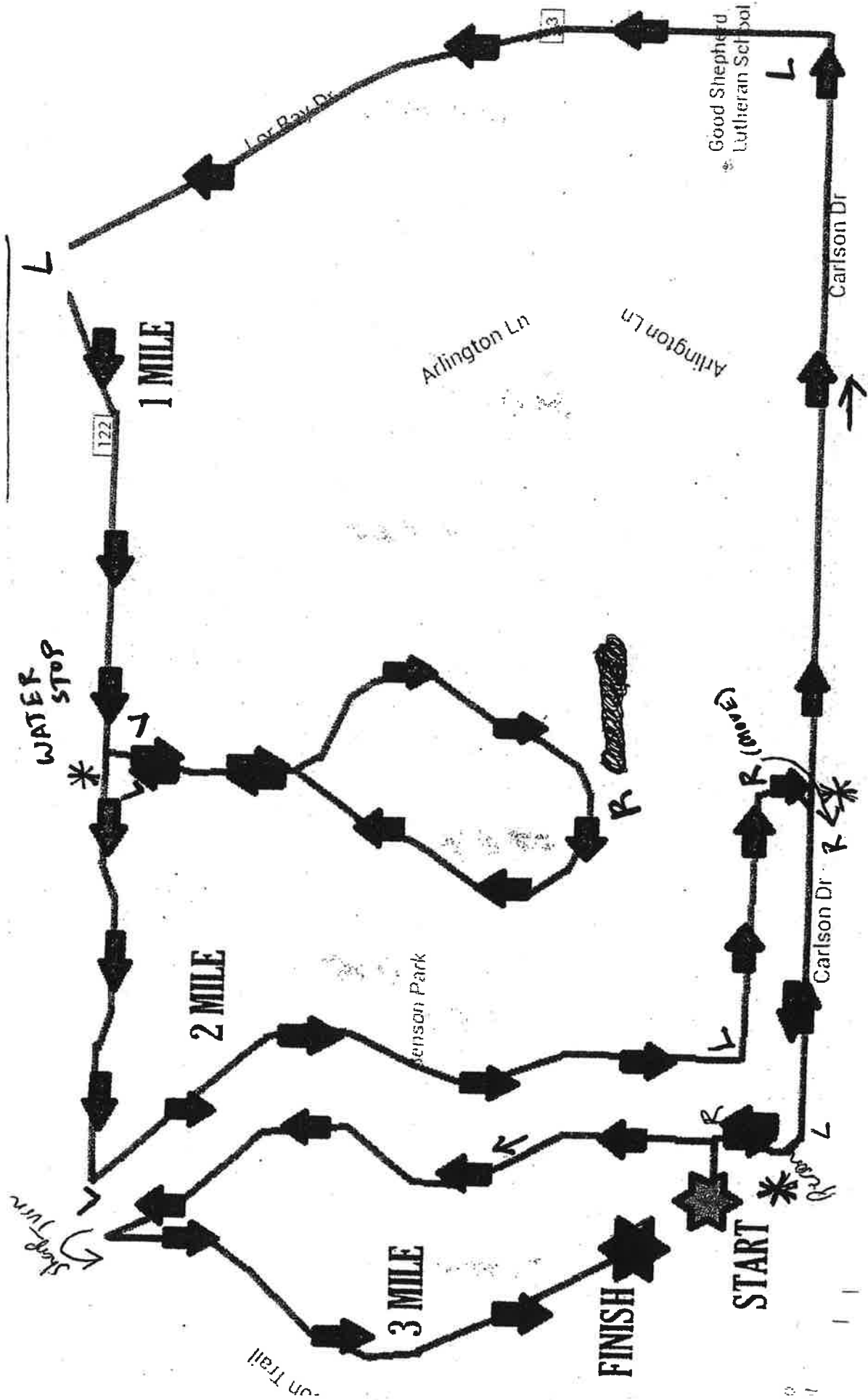
[Signature]
Chief of Police

4/30/19
Date

Caswell Sports Director

Date

DANCE 5K





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
Vista Prairie at Monarch Meadows		Jun 14, 2019		18977284	
Address		City	State	Zip Code	
2135 LorRay		North Mankato	Minnesota	56003	
Name of person making application		Business phone		Home phone	
Rachael Evers		507-344-1160			
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
6/14/19		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Kim Webster		Brooklyn Park	Minnesota	55428	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.
Dining room or patio of 2135 LorRay Drive

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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

Audio Permit _____ 2019
Park Permit _____ 2019

Audio Permit

About:

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

Audio Permit Responsibilities:

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

What happens if there is a noise complaint?

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

AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND
☐ DJ/KARAOKE MACHINE
☐ OTHER: _____

DATE OF EVENT: 6/1/2019
BEGIN TIME: 11 am
END TIME: 4 pm

LOCATION / SHELTER: Mankato Brewery

EVENT NAME: Ribfest Release Party

ONSITE COORDINATOR: PRINT NAME: Curt Van Asten
MOBILE NUMBER: 507-386-2337

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

SIGNATURE: [Signature] DATE: 4/24/19

CITY CLERK: _____ ☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____

1206 4/30/19



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

Audio Permit _____ 2018
Park Permit _____ 2018

Audio Permit

About:

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

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

AMPLIFIED SOUND:



LIVE MUSIC/BAND
DJ/KARAOKE MACHINE
OTHER: _____

DATE OF EVENT:

BEGIN TIME:

END TIME:

6-12-19 to 7e/14/19
9am
10pm

LOCATION / SHELTER:

EVENT NAME:

ONSITE COORDINATOR:

PRINT NAME:

MOBILE NUMBER:

Hockey rinks

Dynamic Dows

Kyle Zeisler

(701)391-1215

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

SIGNATURE:

DATE:

POLICE CHIEF:

CITY CLERK:

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☐ \$25.00 FEE

STAFF INITIALS _____



CITY OF NORTH MANKATO

Application for 6-Month Seasonal Extension of Patio Premise

Instructions:

Please complete the following application. The proposed area for extension must be adjacent to a current licensed patio area and must be enclosed by a temporary opaque fencing. The applicant must be able to prove that parking requirements for a bar are met which requires 1 parking stall per 75 square feet of building. The 200 block of the Central Business District is exempt from these requirements due to City Code 156.045K Central Business District Off-Street Parking. If those parking requirements are not met the Seasonal Extension of Patio Premise is not permitted.

Please return completed application to the City Clerk for review.

Name of Organization

Circle Inn

Address

232 Belgrade Ave.

City

State

Zip Code

North Mankato, MN 56003

Name of Person Making Application

Jeni Bobholz

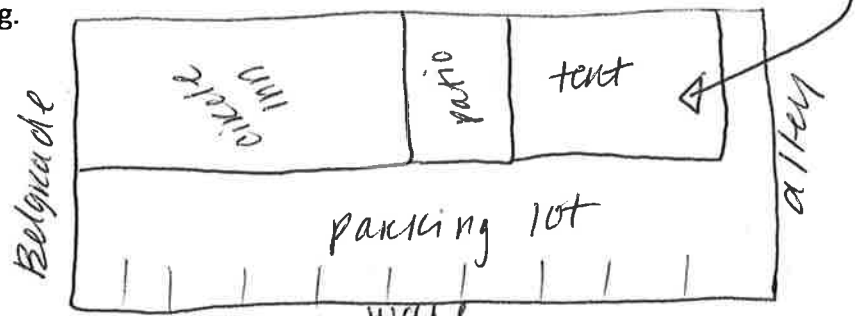
Business Phone

507-645-9167

Home Phone

507-382-1601

1. Description of seasonal contiguous enclosed area adjacent to current permitted patio.
Please include a drawing.



2. Provide a detailed scale description of the barriers, method of seating, ingress and egress arrangements, security provisions.

orange fencing or plastic barriers

3. Parking Requirements

Number of Parking Stalls 25

Number of building square feet (includes bar area, restaurant and kitchen) 2992

Patio 672

APPROVAL

Application must be approved by the City before submitting to the City Council

North Mankato/Nicollet County

City/County

Date Approved

\$300.00

4-27-19

City Fee Amount

Permit Date

4-11-19

Date Fee Paid


Signature of City Clerk

Signature of Police Chief 4/3/19

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11M	Department: Community Dev.	Council Meeting Date: 5/6/19																												
TITLE OF ISSUE: Consider Setting Public Hearing for 7 pm on May 20, 2019, to Consider Small Cell Wireless Equipment Installation Ordinance.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the Planning Commission packet. Staff worked with outside counsel and City Attorney Kennedy to develop the proposed ordinance. The Planning Commission recommends the proposed ordinance.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Set Public Hearing for 7 pm on May 20, 2019, to Consider 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;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>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>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input 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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**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

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:
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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.

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Mike Fischer, Community Development Director
DATE: May 1, 2019
SUBJECT: May Traffic & Safety Committee Meeting

On Wednesday May 1, 2019, the Traffic & Safety Committee met to discuss one business item. Members present: Community Member Bill Borchardt, Council Liaison Jim Whitlock, Police Chief Ross Gullickson, Public Works Director Nate Host and Community Development Director Mike Fischer.

The following is a summary of the meeting:

1. Request to review traffic conditions at the intersection of Lookout Drive and Commerce Drive

Staff presented a request from Steve Schneider to incorporate the use of flashing yellow lights during non-peak hours at the traffic lights at Lookout Drive and Commerce Drive to reduce traffic noise. Staff summarized a speed study done in 2016 which documented traffic counts by hour. Public Works Director Host stated that the traffic lights at this intersection cannot be configured to flash yellow and summarized Bolton & Menk's concerns for flashing yellow lights. The Committee discussed truck traffic, traffic speeds, volumes, and the timing of the existing traffic lights on Lookout Drive. The Committee has discussions regarding the lack of other citizen concerns, the cost to replace traffic signals and safety concerns related to the applicant's request. Police Chief Gullickson stated that officers patrol the area regularly and will continue to patrol in the future.

RECOMMENDATION

As the traffic lights at this intersection cannot be programmed to flash yellow and safety concerns associated with the request, the Committee recommends no change to the traffic signal at this intersection.

MEMORANDUM

TO: Traffic & Safety Committee Meeting

FROM: Mike Fischer, Community Development Director

DATE: April 24, 2019

SUBJECT: May Traffic & Safety Committee Meeting

A meeting of the Traffic & Safety Committee has been scheduled for Wednesday, May 1, 2019 at 2:00 p.m. in the Municipal Building Council Chambers.

AGENDA

1. Request to review traffic conditions at the intersection of Lookout Drive and Commerce Drive.

1. Request to review traffic conditions at the intersection of Lookout Drive and Commerce Drive

Attached is a request from Steve Schneider to change the traffic signal at this intersection to a flashing yellow from the hours of 9:00 p.m. to 5:00 a.m. to address vehicle noise in this area. Specifically, to address noise associated with the starting and stopping of vehicles at this intersection during non-peak hours.

Attached is a speed study conducted by Bolton & Menk of this area conducted in 2016 what includes the amount of traffic on Lookout Drive per hour traveling both northbound and southbound over a 3 day period. This information can be used by the Traffic & Safety Committee as part of the review of this request.

Michael Fischer

From: Stephen Schneider <stephenschndr@gmail.com>
Sent: Monday, March 25, 2019 3:56 PM
To: michael@northmankato.com
Subject: Traffic noise

I recently moved into an apartment in the northwest corner of Commerce Dr./ Northridge and Lookout Dr. and have been routinely awakened well into the early hours (midnight-4am) by heavy traffic (18-wheelers with jake brakes) and smaller pick-ups with loud exhaust systems as they approach the stop lite heading mostly north or south on Lookout Dr. My question is, would it be possible, at least for a trial period, to change the traffic signal on north and south-bound Lookout Dr. to a flashing yellow say, from 9-pm to 5-am thereby allowing traffic to continue through the intersection without having to stop and start and go through multiple gear changes and a great deal of noise (for big trucks up to 8-10 gear changes in a short distance) ? In spite of a posted sign saying "Noise ordinance will be enforced" I have never seen any enforcement on the issue. This is simply a question that may have already been brought to the attention of the city, but I would appreciate a response on the matter. Thank you,

Steve Schneider / 651-895-4302



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

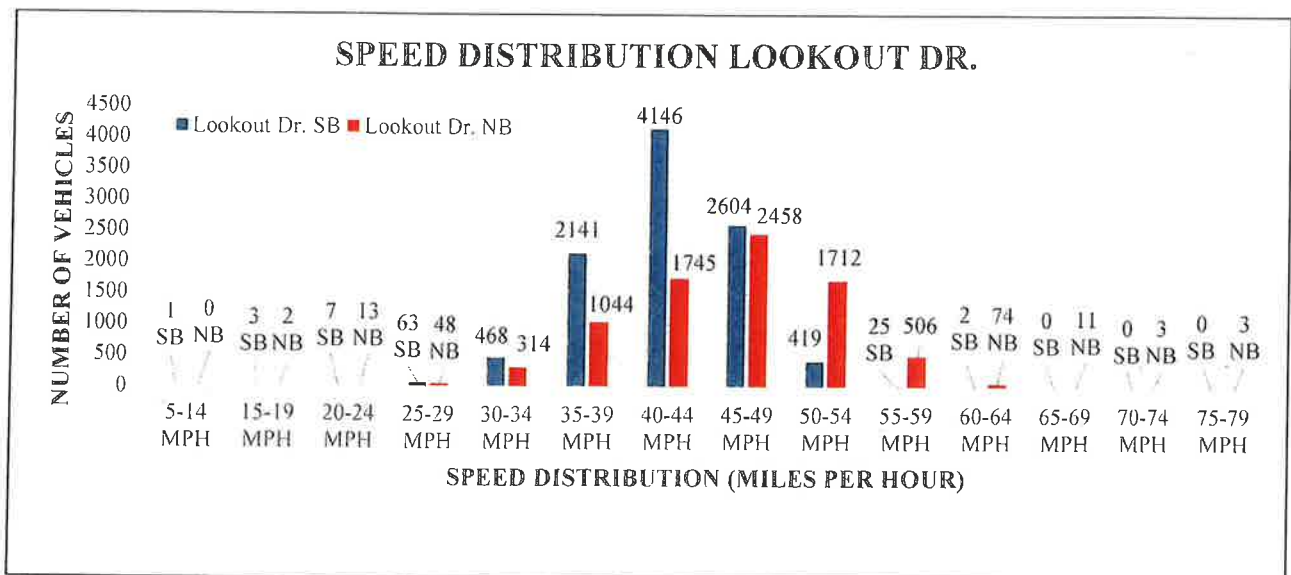
Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

MEMORANDUM

Date: 9/22/2016
To: City of North Mankato
From: Ross Tillman, P.E.
Curt Brezina, E.I.T.
Subject: Speed study on Lookout Dr. near Commerce Dr.
City of North Mankato
Project No.: M18.111274

The City of North Mankato requested a speed study along the corridor of Lookout Dr. near the cross streets of Commerce Dr. and Restless Ct. The posted speed on Lookout Dr. in this area is 45 MPH. Traffic tube counters were used to assess the vehicle speeds traveling in both directions. The dates the study occurred were from Wednesday August 31st to Thursday September 1st, along with Tuesday September 13th to Wednesday September 14th.

It was determined that traffic traveling along Lookout Dr. in the southbound direction, had an 85th percentile speed of 48 MPH and a median speed of 43 MPH. Vehicles traveling northbound had an 85th percentile speed of 53 MPH with a median speed of 47 MPH. The speed distribution is graphed below.



Please refer to attachments for all speed data collected for this study.

Daily Southbound Speeds (MPH)

Study Date: Tuesday, 09/13/2016

Unit ID:

Location: Lookout Dr. SB Traffic

Posted Speed: 45

	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75-79	80-99	Total
00:00 - 00:59	0	0	0	0	1	8	13	6	2	0	0	0	0	0	0	30
01:00 - 01:59	0	0	0	0	2	5	5	4	0	0	0	0	0	0	0	16
02:00 - 02:59	0	0	0	1	0	1	5	3	0	0	0	0	0	0	0	10
03:00 - 03:59	0	0	0	0	2	2	1	4	0	0	0	0	0	0	0	9
04:00 - 04:59	0	0	0	0	3	7	7	4	2	0	0	0	0	0	0	23
05:00 - 05:59	0	0	0	2	2	14	25	22	6	1	0	0	0	0	0	72
06:00 - 06:59	0	0	0	1	8	34	77	52	6	0	0	0	0	0	0	178
07:00 - 07:59	0	0	1	5	52	175	233	162	31	3	0	0	0	0	0	662
08:00 - 08:59	0	0	0	3	21	90	183	87	12	1	1	0	0	0	0	398
09:00 - 09:59	0	0	0	0	10	34	78	65	13	4	0	0	0	0	0	204
10:00 - 10:59	0	0	0	1	7	44	81	55	7	1	0	0	0	0	0	196
11:00 - 11:59	1	1	0	3	11	57	124	79	12	0	0	0	0	0	0	288
12:00 - 12:59	0	1	0	2	11	60	131	70	11	1	0	0	0	0	0	287
13:00 - 13:59	0	0	0	2	15	54	94	56	10	1	0	0	0	0	0	232
14:00 - 14:59	0	0	0	4	10	75	105	67	10	1	0	0	0	0	0	272
15:00 - 15:59	0	0	1	4	12	89	182	87	13	0	0	0	0	0	0	388
16:00 - 16:59	0	0	1	2	12	96	180	129	15	1	0	0	0	0	0	436
17:00 - 17:59	0	0	0	1	14	80	211	124	12	1	0	0	0	0	0	443
18:00 - 18:59	0	0	0	2	7	56	121	62	8	0	0	0	0	0	0	256
19:00 - 19:59	0	0	0	2	10	48	94	38	5	0	0	0	0	0	0	197
20:00 - 20:59	0	0	0	1	11	37	68	23	4	0	0	0	0	0	0	144
21:00 - 21:59	0	0	0	0	2	23	37	19	2	0	0	0	0	0	0	83
22:00 - 22:59	0	0	0	0	2	15	25	8	0	0	0	0	0	0	0	50
23:00 - 23:59	0	0	0	0	3	6	15	2	0	0	0	0	0	0	0	26
Totals	1	2	3	36	228	1110	2095	1228	181	15	1	0	0	0	0	4900
Percent of Total	0.0	0.0	0.1	0.7	4.7	22.7	42.8	25.1	3.7	0.3	0.0	0.0	0.0	0.0	0.0	100
Percent of AM	0.0	0.0	0.0	0.8	5.7	22.6	39.9	26.0	4.4	0.5	0.0	0.0	0.0	0.0	0.0	100
Percent of PM	0.0	0.0	0.1	0.7	3.9	22.7	44.9	24.3	3.2	0.2	0.0	0.0	0.0	0.0	0.0	100

Standard Deviation: 5.0 MPH

Mean Speed: 42.4 MPH

Median Speed: 42.6 MPH

Modal Speed: 42.5 MPH

Ten Mile Pace: 40 to 49 MPH

Percent in Ten Mile Pace: 67.8%

85th Percentile: 47.8 MPH

15th Percentile: 37.1 MPH

90th Percentile: 48.8 MPH

95th Percentile: 49.8 MPH

Daily Southbound Speeds (MPH)

Study Date: Wednesday, 09/14/2016

Unit ID:

Location: Lookout Dr. SB Traffic

Posted Speed: 45

	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75-79	80-99	Total
00:00 - 00:59	0	0	0	0	3	8	13	1	1	0	0	0	0	0	0	26
01:00 - 01:59	0	0	0	1	0	2	11	2	0	0	0	0	0	0	0	16
02:00 - 02:59	0	0	0	0	1	0	1	1	3	0	0	0	0	0	0	6
03:00 - 03:59	0	0	0	0	4	2	1	2	2	0	0	0	0	0	0	11
04:00 - 04:59	0	0	0	1	5	4	8	6	1	0	0	0	0	0	0	25
05:00 - 05:59	0	0	0	1	6	18	28	10	7	0	0	0	0	0	0	70
06:00 - 06:59	0	0	0	2	8	42	51	52	7	0	0	0	0	0	0	162
07:00 - 07:59	0	0	1	6	40	147	248	157	31	1	0	0	0	0	0	631
08:00 - 08:59	0	0	0	2	22	76	166	99	11	0	0	0	0	0	0	376
09:00 - 09:59	0	0	0	1	12	50	92	60	16	1	0	0	0	0	0	232
10:00 - 10:59	0	0	0	0	12	55	83	50	7	1	1	0	0	0	0	209
11:00 - 11:59	0	1	0	0	7	56	110	74	14	1	0	0	0	0	0	263
12:00 - 12:59	0	0	0	0	17	60	118	89	13	2	0	0	0	0	0	299
13:00 - 13:59	0	0	0	2	10	46	105	78	16	0	0	0	0	0	0	257
14:00 - 14:59	0	0	0	0	7	59	111	98	20	1	0	0	0	0	0	296
15:00 - 15:59	0	0	1	0	16	63	162	122	28	0	0	0	0	0	0	392
16:00 - 16:59	0	0	0	2	11	71	187	147	14	1	0	0	0	0	0	433
17:00 - 17:59	0	0	0	2	13	85	229	165	23	2	0	0	0	0	0	519
18:00 - 18:59	0	0	0	3	10	51	116	60	11	0	0	0	0	0	0	251
19:00 - 19:59	0	0	0	2	10	54	101	48	7	0	0	0	0	0	0	222
20:00 - 20:59	0	0	0	0	15	51	60	31	2	0	0	0	0	0	0	159
21:00 - 21:59	0	0	1	0	9	20	32	10	2	0	0	0	0	0	0	74
22:00 - 22:59	0	0	1	2	2	11	18	14	2	0	0	0	0	0	0	50
Totals	0	1	4	27	240	1031	2051	1376	238	10	1	0	0	0	0	4979
Percent of Total	0.0	0.0	0.1	0.5	4.8	20.7	41.2	27.6	4.8	0.2	0.0	0.0	0.0	0.0	0.0	100
Percent of AM	0.0	0.0	0.0	0.7	5.9	22.7	40.1	25.4	4.9	0.2	0.0	0.0	0.0	0.0	0.0	100
Percent of PM	0.0	0.0	0.1	0.4	4.1	19.3	42.0	29.2	4.7	0.2	0.0	0.0	0.0	0.0	0.0	100

Standard Deviation: 5.1 MPH

Mean Speed: 42.8 MPH

Median Speed: 42.9 MPH

Modal Speed: 42.5 MPH

Ten Mile Pace: 40 to 49 MPH

Percent in Ten Mile Pace: 68.8%

85th Percentile: 48.2 MPH

15th Percentile: 37.3 MPH

90th Percentile: 49.1 MPH

95th Percentile: 50.0 MPH

Daily Northbound Speeds (MPH)

Study Date: Wednesday, 08/31/2016

Unit ID:

Location: Lookout Dr, NB Traffic

Posted Speed: 45

	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75-79	80-99	Total
00:00 - 00:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 - 01:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 - 02:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 - 03:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00 - 04:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 - 05:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 - 06:59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 - 07:59	0	0	2	0	5	13	53	92	66	16	1	0	0	0	0	248
08:00 - 08:59	0	0	2	0	4	26	53	109	76	17	2	1	0	0	0	290
09:00 - 09:59	0	0	1	2	10	26	48	66	40	5	3	0	0	0	0	201
10:00 - 10:59	0	0	0	3	11	30	42	61	31	18	1	0	0	0	0	197
11:00 - 11:59	0	1	0	1	15	45	62	69	41	12	6	0	0	0	0	252
12:00 - 12:59	0	0	0	1	8	30	80	89	84	40	1	2	0	0	0	335
13:00 - 13:59	0	0	0	1	12	54	50	95	67	22	6	1	0	0	0	308
14:00 - 14:59	0	0	1	3	6	47	58	83	59	23	2	0	0	1	0	283
15:00 - 15:59	0	0	0	2	19	48	88	110	77	23	0	1	1	0	0	369
16:00 - 16:59	0	0	0	1	16	52	77	130	102	26	9	0	0	0	0	413
17:00 - 17:59	0	0	1	3	7	37	78	143	113	35	5	1	1	0	0	424
18:00 - 18:59	0	0	0	3	6	20	52	75	72	14	2	0	0	0	0	244
19:00 - 19:59	0	0	0	0	9	34	38	71	39	17	1	2	0	0	0	211
20:00 - 20:59	0	0	0	0	5	25	54	55	30	6	2	0	0	0	0	177
21:00 - 21:59	0	0	0	1	4	15	36	38	18	4	0	0	0	0	0	116
22:00 - 22:59	0	0	0	0	7	8	33	30	19	5	0	0	0	0	0	102
23:00 - 23:59	0	0	0	0	1	7	8	16	10	3	0	0	0	0	0	45
Totals	0	1	7	21	145	517	910	1332	944	286	41	8	2	1	0	4215
Percent of Total	0.0	0.0	0.2	0.5	3.4	12.3	21.6	31.6	22.4	6.8	1.0	0.2	0.0	0.0	0.0	100
Percent of AM	0.0	0.1	0.4	0.5	3.8	11.8	21.7	33.4	21.4	5.7	1.1	0.1	0.0	0.0	0.0	100
Percent of PM	0.0	0.0	0.1	0.5	3.3	12.5	21.5	30.9	22.8	7.2	0.9	0.2	0.1	0.0	0.0	100

Standard Deviation:

6.8 MPH

Ten Mile Pace:

45 to 54 MPH

85th Percentile:

53.4 MPH

Mean Speed:

46.5 MPH

Percent in Ten Mile Pace:

54.0%

Median Speed:

46.9 MPH

15th Percentile:

39.4 MPH

Modal Speed:

47.5 MPH

90th Percentile:

54.6 MPH

95th Percentile:

57.2 MPH

Daily Northbound Speeds (MPH)

Study Date: Thursday, 09/01/2016

Unit ID:

Location: Lookout Dr. NB Traffic

Posted Speed: 45

	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75-79	80-99	Total
00:00 - 00:59	0	0	0	0	2	1	2	7	2	0	0	0	0	0	0	14
01:00 - 01:59	0	0	0	0	1	4	4	5	1	2	0	0	0	0	0	17
02:00 - 02:59	0	0	0	0	3	0	0	4	1	0	0	0	0	0	0	8
03:00 - 03:59	0	0	0	0	2	2	3	3	4	2	1	0	0	0	0	17
04:00 - 04:59	0	0	0	0	3	2	9	13	12	3	0	0	0	0	0	42
05:00 - 05:59	0	0	0	1	1	5	17	21	15	6	3	0	0	0	0	69
06:00 - 06:59	0	0	0	1	1	10	31	67	47	14	2	0	0	0	0	173
07:00 - 07:59	0	0	0	1	5	18	61	144	98	17	1	0	0	0	0	345
08:00 - 08:59	0	0	0	1	6	29	43	68	61	9	4	1	0	0	0	222
09:00 - 09:59	0	1	0	1	11	30	44	50	22	5	1	0	0	0	0	165
10:00 - 10:59	0	0	0	3	10	33	38	41	25	8	1	0	0	0	0	159
11:00 - 11:59	0	0	2	2	16	38	51	56	23	14	3	1	0	0	0	206
12:00 - 12:59	0	0	0	1	10	40	61	71	65	14	2	0	0	1	0	265
13:00 - 13:59	0	0	1	1	13	45	52	60	29	14	4	0	1	1	0	221
14:00 - 14:59	0	0	0	1	13	32	49	55	63	13	3	0	0	0	0	229
15:00 - 15:59	0	0	1	2	7	54	71	74	51	20	2	0	0	0	0	282
16:00 - 16:59	0	0	2	4	11	52	87	85	61	23	2	0	0	0	0	327
17:00 - 17:59	0	0	0	4	11	33	56	77	77	25	3	0	0	0	0	286
18:00 - 18:59	0	0	0	1	6	33	46	54	40	14	0	0	0	0	0	194
19:00 - 19:59	0	0	0	0	17	25	40	76	29	9	0	1	0	0	0	197
20:00 - 20:59	0	0	0	2	4	17	25	46	24	3	0	0	0	0	0	121
21:00 - 21:59	0	0	0	0	9	13	25	31	14	2	1	0	0	0	0	95
22:00 - 22:59	0	0	0	1	7	11	20	18	4	3	0	0	0	0	0	64
Totals	0	1	6	27	169	527	835	1126	768	220	33	3	1	2	0	3718
Percent of Total	0.0	0.0	0.2	0.7	4.5	14.2	22.5	30.3	20.7	5.9	0.9	0.1	0.0	0.1	0.0	100
Percent of AM	0.0	0.1	0.1	0.7	4.2	12.0	21.1	33.3	21.6	5.6	1.1	0.1	0.0	0.0	0.0	100
Percent of PM	0.0	0.0	0.2	0.7	4.7	15.6	23.3	28.4	20.0	6.1	0.7	0.0	0.0	0.1	0.0	100

Standard Deviation: 6.9 MPH

Mean Speed: 45.9 MPH

Median Speed: 46.3 MPH

Modal Speed: 47.5 MPH

Ten Mile Pace: 40 to 49 MPH

Percent in Ten Mile Pace: 52.7%

85th Percentile: 53.1 MPH

15th Percentile: 38.4 MPH

90th Percentile: 54.3 MPH

95th Percentile: 56.7 MPH

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #13A		Department: Community Dev.		Council Meeting Date: 5/6/19	
TITLE OF ISSUE: Consider Adopting Ordinance No. 113, Amending North Mankato City Code, Title VII, Traffic Code, Chapter 71, Parking Regulations.					
BACKGROUND AND SUPPLEMENTAL INFORMATION: The proposed ordinance amendment would increase the continuous time a vehicle may remain on the street from 24-hours to 48-hours.					
<i>If additional space is required, attach a separate sheet</i>					
REQUESTED COUNCIL ACTION: Adopt Ordinance No. 113, Amending North Mankato City Code, Title VII, Traffic Code, Chapter 71, Parking Regulations.					
Motion By: _____ Second By: _____			SUPPORTING DOCUMENTS ATTACHED		
Vote Record:			Resolution Ordinance Contract Minutes Map		
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ORDINANCE NO. 113, FOURTH SERIES

**AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA,
AMENDING NORTH MANKATO CITY CODE, TITLE VII,
TRAFFIC CODE, CHAPTER 71, PARKING REGULATIONS**

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

Section 1. Sections of North Mankato City Code, Title VII, Traffic Code, Chapter 71, Parking Regulations are hereby amended as follows:

(I) It is unlawful for any person to leave or park a house trailer, mobile home, camping trailer, bus or other similar recreational vehicle on or within the limits of any street or right-of-way, except where signs are erected designating the place as a campsite, for more than 48 consecutive hours.

(J) Parking on streets shall be limited as follows:

(1) It is unlawful for any person to stop, park or leave standing any vehicle, boat, trailer, camper or recreational vehicle upon any street for a continuous period in excess of 48 hours. After 48 continuous hours of no movement, they are required to be relocated a minimum of one hundred (100) feet from their original location.

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 6th day of May 2019.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #13B	Department: Community Dev.	Council Meeting Date: 5/6/19																																																									
TITLE OF ISSUE: Consider Adopting Ordinance No. 114, Amending North Mankato City Code, Title XV, Land Usage, Chapter 156, Zoning Code.																																																											
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Planning Commission Report is included in the packet. The Planning Commission recommended the proposed ordinance. Following discussion at the City Council Work Session, language has been included requiring the building or construction inspector to establish the breakline before construction of a pool begins.																																																											
<i>If additional space is required, attach a separate sheet</i>																																																											
REQUESTED COUNCIL ACTION: Adopt Ordinance No. 114, Amending North Mankato City Code, Title XV, Land Usage, Chapter 156, Zoning Code.																																																											
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 style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Oachs</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Whitlock</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Steiner</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Norland</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Dehen</td> <td></td> </tr> </table>	Vote Record:	Aye	Nay							_____	_____				Oachs			_____	_____				Whitlock			_____	_____				Steiner			_____	_____				Norland			_____	_____				Dehen		<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Resolution</td> <td style="width: 15%;">Ordinance</td> <td style="width: 15%;">Contract</td> <td style="width: 15%;">Minutes</td> <td style="width: 15%;">Map</td> </tr> <tr> <td style="text-align: center;"><input 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>Planning Commission 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. 114, FOURTH SERIES

**AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA,
AMENDING NORTH MANKATO CITY CODE, TITLE XV,
LAND USAGE, CHAPTER 156, ZONING CODE**

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

Section 1. Sections of North Mankato City Code, Title XV, Land Usage, Chapter 156, Zoning Code are hereby amended as follows:

156.035 Generally

(E) *Accessory uses.* Accessory uses or structures shall not be located in any required front, side, rear or transitional yard except as may be permitted in this section.

(1) The following accessory uses or structures shall be permitted in any required rear or front yard in any residential zoning district, provided a 15 foot rear yard setback and the required front yard setback is maintained:

(a) Decks or elevated platforms, either attached to a dwelling or free standing, with no roof or overhead structure of any type;

(b) Patios or paved areas that are level, flush or at grade with the ground, with no roof or overhead structure of any type, and is not used for parking purposes.

(2) The following accessory uses or structures shall be permitted in any required rear yard in any zoning district, provided a 5 foot rear yard setback is maintained, and any required side yard in any zoning district, provided a 5 foot side yard is maintained from the furthest point of the building to the respective property line: utility buildings;

(3) The following are minimum rear yard setbacks for swimming pools:

<u>Pool Type</u>	<u>Property Type</u>	<u>Minimum Rear Yard Setbacks</u>
In- Ground	Non Ravine	Rear-10 feet
In- Ground	Ravine	Rear-10 feet with the provision that upon inspection of the ravine by City staff, the setback can be increased to 25 feet
Above-Ground	Non Ravine	Rear-10 feet
Above-Ground	Ravine	Rear -25 feet

(a) The breakline shall be established by the Building or Construction Inspector prior to construction.

(L) *Ravine setbacks.* For all uses permitted there shall be a setback of no less than 25 feet, measured from the breakline of an adjacent ravine to any permanent structure,

including but not limited to: dwellings, garages, decks, above-ground patios, Gazebos exceeding 144 square feet in size are subject to a 25-foot ravine breakline setback. The breakline shall be established by the Building or Construction Inspector prior to construction. Permitted uses in the 25-foot setback area are fences, lawn sheds, inground patios, dog kennels, playground equipment or sandboxes that are located a minimum of five feet from the ravine breakline.

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 6th day of May 2019.

Mayor

ATTEST:

City Clerk

(D) *Yard or lot reductions.*

(1) No yard or lot existing at the time of the passage of this chapter shall be reduced in dimension or area below the minimum requirements set forth herein except detached dwellings located on lots contained in plats recorded prior to the year 1958 which shall not be less than the following:

- (a) Front yards: 20 feet;
- (b) Side yards: 5 feet;
- (c) Rear yards: 20 feet;
- (d) Lot width: 50 feet.

(2) Yards or lots created after the effective date of this chapter shall not be less than the minimum requirements established by this chapter.

(E) *Accessory uses.* Accessory uses or structures shall not be located in any required front, side, rear or transitional yard except as may be permitted in this section.

(1) The following accessory uses or structures shall be permitted in any required rear or front yard in any residential zoning district, provided a 15 foot rear yard setback and the required front yard setback is maintained:

(a) Decks or elevated platforms, either attached to a dwelling or free standing, with no roof or overhead structure of any type;

(b) Patios or paved areas that are level, flush or at grade with the ground, with no roof or overhead structure of any type, and is not used for parking purposes.

(2) The following accessory uses or structures shall be permitted in any required rear yard in any zoning district, provided a 5 foot rear yard setback is maintained, and any required side yard in any zoning district, provided a 5 foot side yard is maintained from the furthest point of the building to the respective property line: utility buildings;

~~(3) The following accessory use shall be permitted within any required rear yard in any residential zoning district, provided a 15 foot rear yard setback and the required side yard setbacks are provided: In-ground swimming pools, including aprons, and above-ground swimming pools with attached decks or aprons. The following are minimum rear yard setbacks for swimming pools:~~

<u>Pool Type</u>	<u>Property Type</u>	<u>Minimum Rear Yard Setbacks</u>
<u>In- Ground</u>	<u>Non Ravine</u>	<u>Rear-10 feet</u>
<u>In- Ground</u>	<u>Ravine</u>	<u>Rear-10 feet with the provision that upon inspection of the ravine by City staff, the setback can be increased to 25 feet</u>
<u>Above-Ground</u>	<u>Non Ravine</u>	<u>Rear-10 feet</u>
<u>Above-Ground</u>	<u>Ravine</u>	<u>Rear -25 feet</u>

(a) The breakline shall be established by the Building or Construction Inspector prior to construction.

(F) *Height exceptions.* The building height limits established herein for districts shall not apply to belfries, cupolas, domes, spires, monuments, radio towers, flag poles, chimneys, water tanks, towers, solar collectors, wind energy conversion systems and other structures for essential services, nor to similar structures or necessary mechanical appurtenances extending above the roof of any building and not occupying more than 10% of the area of such roof. Building height limit exceptions shall conform to all

structural design standards specified by the Minnesota State Building Code, as amended. In no event shall this section be construed to allow the construction or continued maintenance of structures constituting a hazard to the abutting property or the public at large. Where the average slope of lot is greater than 1 foot rise or fall in 7 feet of horizontal distance from the established street elevation at the property line, 1 story in addition to the number permitted in the district in which the lot is situated shall be permitted on the downhill side of any building.

(G) *Accessory buildings.* If an accessory building is attached to the main building, it shall be made a structural part of the main building and shall comply in all respects with the requirements of this chapter applicable to the main building. An accessory building, unless attached to and made a part of the main building, shall not be closer than 5 feet to the main building or another accessory building. In no event shall an accessory building be permitted on a vacant lot or when not subordinate to and serving the principal use structure on the same lot.

(1) An accessory building larger than 168 square feet shall be accessible by a hard-surfaced driveway which meets all applicable setback regulations.

(2) Private garages used as accessory structures for one and two-family residential dwellings shall not exceed a combined total of 1,200 square feet of floor space per lot for all structures.

(3) No pole barn type construction is permitted for any residential private garage.

(4) Detached residential garage roofs must have a hipped or gable design. No barn-type roofs are permitted on detached garages.

(L) *Ravine setbacks.* For all uses permitted there shall be a setback of no less than 25 feet, measured from the breakline of an adjacent ravine to any permanent structure, including but not limited to: dwellings, garages, decks, above-ground patios, ~~in-ground swimming pools~~. Gazebos exceeding 144 square feet in size are subject to a 25-foot ravine breakline setback. The breakline shall be established by the Building or Construction Inspector prior to construction. Permitted uses in the 25-foot setback area are fences, lawn sheds, inground patios, dog kennels, playground equipment or sandboxes that are located a minimum of five feet from the ravine breakline.

SWIMMING POOL SETBACK REVIEW
A REQUEST FROM RICHARD SAWATZKY

THE CITY OF NORTH MANKATO

SUBJECT: Request to amend City Code Section 156.035-
Swimming Pool Setbacks

APPLICANT: Richard Sawatzky

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 amend City Code Section 156.035 related to swimming pool setbacks

COMMENT

In March of 2019, the Planning Commission considered a request from Richard Sawatzky to reduce the rear yard setback for swimming pools to 10 feet. Attached as Exhibit A is the request from the applicant. In summary, the rear yard setback for either an in-ground or above-ground swimming pool is 15 feet. For ravine properties, the setback for in-ground pools is 25 feet measured from the ravine breakline as shown on Exhibit B. At the March meeting, the Planning Commission reviewed a survey of other cities rear yard setbacks for swimming pools (Exhibit C) and provisions in the International Residential Building Code used by some cities to determine setbacks on ravine properties (Exhibit D).

After review by the Planning Commission, the request was tabled to provide the City Engineer the opportunity to comment on the request. Attached as Exhibit E is a report from the City Engineer. In summary, it is believed that in most cases, a reduction in the breakline setback for pool from 25 feet to 10 feet is not a concern when the adjacent 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.

RECOMMENDATION

Based on the recommendation from the City Engineer, staff recommends the reduction of the rear yard setback for swimming pools on ravine properties from 25 feet to 10 feet, with the provision that upon inspection of the ravine by City staff, the setback could be increased to 25 feet.

Staff also recommends the reduction of the rear yard setback for swimming pools on non ravine properties from 15 feet to 10 feet.

2/6/2019

To: City of North Mankato

From: Richard Sawatzky, Sawatzky Pools Inc.

- * I am requesting to reduce rear yard setbacks to 10 ft. for residential swimming pools.
- * My experience is that North Mankato is the only city in this area that requires a 25 ft. setback for swimming pools.
- * The 10 ft. setback change will not have any impact on ravines because an in ground swimming pool is capable of standing alone without backfill.
- * We have never experienced a situation that a pool has put pressure on a ravine or hillside.
- * The reason for this request is that the majority of the homes in North Mankato are not able to accommodate a swimming pool with a 25 ft. setback.

Sincerely

Richard Sawatzky

§ 156.035 GENERALLY.

(E) *Accessory uses.* Accessory uses or structures shall not be located in any required front, side, rear or transitional yard except as may be permitted in this section.

(1) The following accessory uses or structures shall be permitted in any required rear yard in any residential zoning district, provided a 15 foot rear yard setback is maintained:

(a) Decks or elevated platforms, either attached to a dwelling or free standing, with no roof or overhead structure of any type;

(b) Patios or paved areas that are level, flush or at grade with the ground, with no roof or overhead structure of any type, and is not used for parking purposes;

(c) In-ground swimming pools, including aprons, and above-ground swimming pools with attached aprons.

(L) *Ravine setbacks.* For all uses permitted there shall be a setback of no less than 25 feet, measured from the breakline of an adjacent ravine to any permanent structure, including but not limited to: dwellings, garages, decks, above-ground patios, in-ground swimming pools. Gazebos exceeding 144 square feet in size are subject to a 25-foot ravine breakline setback. The breakline shall be established by the Building or Construction Inspector prior to construction. Permitted uses in the 25-foot setback area are fences, lawn sheds, inground patios, dog kennels, playground equipment or sandboxes that are located a minimum of five feet from the ravine breakline

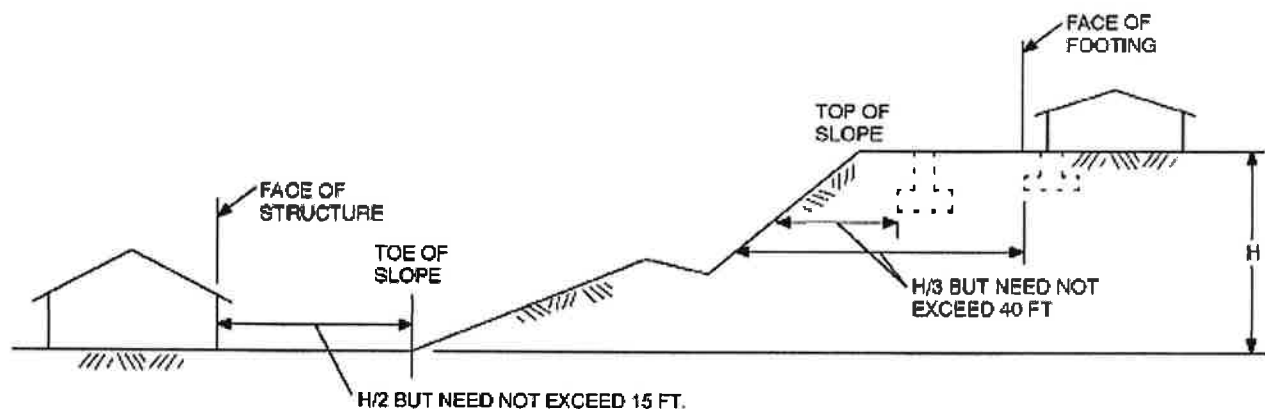
City	Rear yard setbacks for Pools	Ravine Setback for Inground Pools
North Mankato	15'	25'
Mankato	10'	10'
St. Peter	6'	6'
New Ulm	Not less than 20% of the depth of the lot	20' when adjacent to State Park
Fairbault	5'	5' and shall not be located within any utility easement
Belle Plaine	5'	30'
Shakopee	10' from water of pool	No ravine setback regulation; shall not be within any utility easement
Northfield	5'	No ravine setback regulation; Any pool near a ravine would require engineering documentation from a structural engineer
Waseca	10'	No ravine setback regulation

R403.1.7 Footings on or adjacent to slopes

The placement of buildings and structures on or adjacent to slopes steeper than one unit vertical in three units horizontal (33.3-percent slope) shall conform to Sections R403.1.7.1 through R403.1.7.4.

R403.1.7.1 Building clearances from ascending slopes

In general, buildings below slopes shall be set a sufficient distance from the slope to provide protection from slope drainage, erosion and shallow failures. Except as provided in Section R403.1.7.4 and Figure R403.1.7.1, the following criteria will be assumed to provide this protection. Where the existing slope is steeper than one unit vertical in one unit horizontal (100-percent slope), the toe of the slope shall be assumed to be at the intersection of a horizontal plane drawn from the top of the foundation and a plane drawn tangent to the slope at an angle of 45 degrees (0.79 rad) to the horizontal. Where a retaining wall is constructed at the toe of the slope, the height of the slope shall be measured from the top of the wall to the top of the slope.



For SI: 1 foot = 304.8 mm.

FIGURE R403.1.7.1

FOUNDATION CLEARANCE FROM SLOPES

R403.1.7.2 Footing setback from descending slope surfaces

Footings on or adjacent to slope surfaces shall be founded in material with an

embedment and setback from the slope surface sufficient to provide vertical and lateral support for the footing without detrimental settlement. Except as provided for in Section R403.1.7.4 and Figure R403.1.7.1, the following setback is deemed adequate to meet the criteria. Where the slope is steeper than one unit vertical in one unit horizontal (100-percent slope), the required setback shall be measured from an imaginary plane 45 degrees (0.79 rad) to the horizontal, projected upward from the toe of the slope.

R403.1.7.3 Foundation elevation

On graded sites, the top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches (305 mm) plus 2 percent. Alternate elevations are permitted subject to the approval of the building official, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.

R403.1.7.4 Alternate setback and clearances

Alternate setbacks and clearances are permitted, subject to the approval of the building official. The building official is permitted to require an investigation and recommendation of a qualified engineer to demonstrate that the intent of this section has been satisfied. Such an investigation shall include consideration of material, height of slope, slope gradient, load intensity and erosion characteristics of slope material.



Real People. Real Solutions.

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

April 2, 2019

Mr. Michael Fischer
Community Development Director
City of North Mankato
P.O. Box 2055
North Mankato, MN 56002-2055

RE: Swimming Pool Setback to Ravine or Bluff Break Line
BMI Project No. M18.118094

Dear Mr. Fischer,

This is in response to your request to provide an opinion regarding reducing the setback distance from ravine breaklines for in-ground swimming pools. Paragraph L of Section 156.035 of the City Code currently requires that that a 25-foot setback be maintained from ravine breaklines to "...any permanent structure, including but not limited to: dwellings, garages, decks, above-ground patios, in-ground swimming pools." It is my understanding that the City is considering reducing this setback for in-ground swimming pools from 25 feet to 10 feet.

I consulted with a geotechnical engineer from Braun Intertec and we agree that, in most cases, reducing the setback from 25 feet to 10 feet should not be a problem, provided that the breakline in question is at the top of a well-established and stable slope. However, we also agreed that, if the existing slope is showing signs of sloughing at or near the existing breakline, a 10 foot setback could be too close.

I recommend that the City consider reducing the standard setback for in-ground swimming pools to 10 feet, with the provision that, if sloughing near the existing breakline is observed during a site inspection by the building inspectors, the setback could be increased up to a 25-foot maximum. It is also my opinion that the setback from the ravine breakline for in-ground swimming pools would apply to any improvement associated with the swimming pool – for example, concrete pool decks, fences, etc.

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

Sincerely,

Bolton & Menk, Inc.

Daniel R. Sarff, P.E.
City Engineer

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #13C	Department: Administration	Council Meeting Date: 5/6/19																												
TITLE OF ISSUE: Consider Resolution Adopting Assessment for Project No. 18-07 ABCDEF Tyler Avenue Reconstruction Project.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: A Public Hearing was held earlier in the evening concerning the proposed assessments for Project No. 18-07 ABCDEF Tyler Avenue Reconstruction Project. The proposed assessment is attached to the resolution.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Adopt Resolution Adopting Assessment for Project No. 18-07 ABCDEF Tyler Avenue Reconstruction Project.																														
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>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>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Assessment Roll</u> _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR
PROJECT NO. 18-07-ABCDEF
TYLER AVENUE RECONSTRUCTION PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for Project No. 18-07-ABCDEF, Tyler Avenue Reconstruction Project.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein. Each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of fifteen (15) years and the first of the installments shall be payable on or before the first Monday in January in 2020, and shall bear interest at the rate of 4.5% from November 15, 2019.
3. The owner of any property so assessed, may at any time, prior to November 15, 2019, pay the whole of the assessment on such property with interest accrued to the date of payment to the City Finance Director; and he may, at any time thereafter, pay to the County Treasurer, the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The Clerk shall transmit a certified duplicate of this assessment to the County Auditor to be extended on the tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council this 6th day of May 2019.

Mayor

City Clerk

PROPOSED ASSESSMENT ROLL (REVISED)
TYLER AVENUE - CROSS STREET TO RANGE STREET
CITY PROJECT NO. 18-07 ABCDEF
CITY OF NORTH MANKATO, MINNESOTA
BMI PROJECT NO. M18.117407

LINE	PID	PROPERTY ADDRESS	ASSESSABLE UNITS				CALCULATED ASSESSMENT						PROPOSED ASSESSMENT			
			STREET & UTILITY RECON-STRUCT (LIN FT)	SANITARY SEWER SERVICE (EACH)	WATER SERVICE (EACH)	STREET & STORM SEWER (LIN FT)	SANITARY SEWER MAINLINE (EACH)	SANITARY SEWER SERVICE (EACH)	WATERMAIN MAINLINE (EACH)	WATER SERVICE (EACH)	TOTAL CALCULATED ASSESSMENT	MAXIMUM ASSESSMENT \$6,000.00	SIDEWALK CREDIT	PROPOSED ASSESSMENT		
1	184230050	835 RANGE STREET	67.00	1	1	\$10,154.48	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$15,163.48	\$6,000.00		\$6,000.00		\$6,000.00
2	185530060	903 RANGE STREET	56.50	1	1	\$9,563.11	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$13,572.11	\$6,000.00		\$6,000.00		\$6,000.00
3	185530050	310 TYLER AVENUE	50.00	1	1	\$7,577.97	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,586.97	\$6,000.00		\$6,000.00		\$6,000.00
4	185530040	314 TYLER AVENUE	50.00	1	1	\$7,577.97	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,586.97	\$6,000.00		\$6,000.00		\$6,000.00
5	184230060	315 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
6	184230070	317 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00	\$629.20	\$6,000.00		\$5,370.80
7	185530030	318 TYLER AVENUE	50.00	1	1	\$7,577.97	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,586.97	\$6,000.00	\$827.50	\$6,000.00		\$5,172.50
8	185530020	320 TYLER AVENUE	50.00	1	1	\$7,577.97	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,586.97	\$6,000.00		\$6,000.00		\$6,000.00
9	184230080	321 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
10	185530010	322 TYLER AVENUE	50.00	1	1	\$7,577.97	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,586.97	\$6,000.00		\$6,000.00		\$6,000.00
11	185571390	324 TYLER AVENUE	66.00	1	1	\$10,002.92	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$15,011.92	\$6,000.00		\$6,000.00		\$6,000.00
12	185571380	326 TYLER AVENUE	66.00	1	1	\$10,002.92	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$15,011.92	\$6,000.00		\$6,000.00		\$6,000.00
13	184230090	327 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
14	185571370	330 TYLER AVENUE	53.50	1	1	\$8,108.43	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$13,117.43	\$6,000.00		\$6,000.00		\$6,000.00
15	184230100	331 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
16	185571360	334 TYLER AVENUE	53.50	1	1	\$8,108.43	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$13,117.43	\$6,000.00		\$6,000.00		\$6,000.00
17	184230110	335 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
18	184230120	339 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
19	184230130	343 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
20	184230140	349 TYLER AVENUE	52.00	1	1	\$7,881.09	\$1,034.00	\$1,215.00	\$1,090.00	\$1,670.00	\$12,890.09	\$6,000.00		\$6,000.00		\$6,000.00
			1080.50	20	20	\$163,760.00	\$20,680.00	\$24,300.00	\$21,800.00	\$33,400.00	\$263,940.00					\$118,543.30

CITY OF NORTH MANKATO
REQUEST FOR COUNCIL ACTION



Agenda Item #13D	Department: Administration	Council Meeting Date: 5/6/19																																															
TITLE OF ISSUE: Consider Resolution Accepting Bid Project No. 18-07 ABCDEF 2019 Tyler Avenue Reconstruction Project.																																																	
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the memo provided by City Engineer Dan Sarff.																																																	
<i>If additional space is required, attach a separate sheet</i>																																																	
REQUESTED COUNCIL ACTION: Adopt Resolution Accepting Bid Project No. 18-07 ABCDEF 2019 Tyler Avenue Reconstruction Project.																																																	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Motion By: _____</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Second By: _____</div> <div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;">Vote Record:</div><table style="border-collapse: collapse;"><thead><tr><th style="width: 40px; text-align: center;">Aye</th><th style="width: 40px; text-align: center;">Nay</th><th></th></tr></thead><tbody><tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Oachs</td></tr><tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>Whitlock</td></tr><tr><td style="text-align: center;">_____</td><td style="text-align: center;">_____</td><td>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>Dehen</td></tr></tbody></table></div>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 20%;">Resolution</th><th style="width: 20%;">Ordinance</th><th style="width: 20%;">Contract</th><th style="width: 20%;">Minutes</th><th style="width: 20%;">Map</th></tr></thead><tbody><tr><td style="text-align: center;"><input checked="" type="checkbox"/> X</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" style="padding-top: 5px;">Other (specify) <u> Memo </u></td></tr><tr><td colspan="5" style="border-bottom: 1px solid black; height: 15px;"></td></tr><tr><td colspan="5" style="border-bottom: 1px solid black; height: 15px;"></td></tr><tr><td colspan="5" style="border-bottom: 1px solid black; height: 15px;"></td></tr></tbody></table>	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <u> Memo </u>																			
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Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

March 28, 2019

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

RE: 2019 Tyler Avenue Reconstruction Project
City Project No. 18-07 ABCDEF
City of North Mankato, Minnesota
BMI Project No. M18.117407

Dear Mr. Harrenstein,

Bids for the 2019 Tyler Avenue Reconstruction Project were received and opened at City Hall on at 11:00 am on Thursday, March 21st. Three (3) bids were received and the results of the bids are tabulated below:

Bidder	Bid Amount
WW Blacktopping, Inc.	\$500,097.08
Holtmeier Construction, Inc.	\$510,490.53
OMG Midwest, Inc. (SMC)	\$566,134.85

The low bidder for the project is WW Blacktopping, Inc., from Mankato, Minnesota. The estimated construction cost from the Preliminary Engineering Report (PER) was \$434,700. This estimate was revised to \$470,000 in a memo dated February 11 and presented to the City Council on February 19. The low bid is approximately 15% above the PER estimate and approximately 6% over the estimate in the February 11 memo. The next lowest bid is approximately 2% over the low bid.

Based on past performance on similar projects in previous years, it is our opinion that W.W. Blacktopping, Inc. is qualified to perform the work required under this contract. An assessment hearing for this project is scheduled for May 6, 2019. We hereby recommend that W.W. Blacktopping, Inc. be awarded the contract based on the bid contract amount of \$500,097.08, provided that the assessment proceedings go as expected.

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

Sincerely,

Bolton & Menk, Inc.

Daniel R. Sarff, P.E.
City Engineer

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

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR
PROJECT NO. 18-07ABCDEF
2019 TYLER AVENUE RECONSTRUCTION PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for Project No. 18-07ABCDEF, 2019 Tyler Avenue Reconstruction Project.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein. Each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of fifteen (15) years and the first of the installments shall be payable on or before the first Monday in January in 2020, and shall bear interest at the rate of 4.5% from November 15, 2019.
3. The owner of any property so assessed, may at any time, prior to November 15, 2019, pay the whole of the assessment on such property with interest accrued to the date of payment to the City Finance Director; and he may, at any time thereafter, pay to the County Treasurer, the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The Clerk shall transmit a certified duplicate of this assessment to the County Auditor to be extended on the tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council this 6th day of May 2019.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #13E	Department: Finance	Council Meeting Date: 5/6/19																											
TITLE OF ISSUE: Consider Resolution Declaring Cost to be Assessed, and Ordering Preparation of Proposed Assessment 2019 Commerce Drive Improvement Project, No. 18-05 DEF.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: Finance Director McCann and City Engineer Sarff will be available to discuss any questions concerning the Commerce Drive Improvement Project.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution Declaring Cost to be Assessed, and Ordering Preparation of Proposed Assessment 2019 Commerce Drive Improvement Project, No. 18-05 DEF.																													
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>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>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING PREPARATION
OF PROPOSED ASSESSMENT
2019 COMMERCE DRIVE IMPROVEMENT PROJECT, PROJECT NO. 18-05 DEF

WHEREAS, the estimated total cost for Project No. 18-05DEF, 2019 Commerce Drive Improvement Project including expenses is \$3,314,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the portion of the cost of such improvement to be paid by the City is hereby declared to be \$727,293, and the portion of the cost to be assessed against benefited property owners is declared to be \$426,331.69; and

BE IT FURTHER RESOLVED, that assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2020 and shall bear interest at the rate of two percent 4.5% greater than the average coupon interest rate of the bonds, rounded to the nearest quarter of a percent, from the date specified in the assessment resolution and notices.

BE IT FURTHER RESOLVED, that the Finance Director, with the assistance of the City Clerk and the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

BE IT FURTHER RESOLVED, that the City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Adopted by the City Council this 6th day of May 2019.

Mayor

Attest:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #13F	Department: Finance	Council Meeting Date: 5/6/19																											
TITLE OF ISSUE: Consider Resolution for Hearing on Proposed Assessment 2019 Commerce Drive Improvement Project No. 18-05 DEF.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: Finance Director McCann and City Engineer Sarff will be available to discuss any questions concerning the Commerce Drive Improvement Project Assessment.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution for Hearing on Proposed Assessment 2019 Commerce Drive Improvement Project No. 18-05 DEF.																													
<p>Motion By: _____</p> <p>Second By: _____</p> <p>Vote Record:</p> <table style="margin-left: 40px;"> <tr> <td style="width: 50px;">Aye</td> <td style="width: 50px;">Nay</td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Oachs</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Whitlock</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Steiner</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Norland</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<p style="text-align: center;">SUPPORTING DOCUMENTS ATTACHED</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) <u>Public Hearing Notice</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT
2019 COMMERCE DRIVE IMPROVEMENT PROJECT, PROJECT NO. 18-05 DEF

WHEREAS, by a resolution passed by the City Council on May 6, 2019, the Finance Director, City Clerk, and the City Engineer were directed to prepare a proposed assessment of the cost of the 2019 Commerce Drive Improvement Project, Project No. 18-05 DEF, and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in his/her office for public inspection,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that a hearing shall be held on the 3rd day of June 2019 in the City Council Chambers of City Hall, 1001 Belgrade Avenue, North Mankato, Minnesota at 7:00 p.m., to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

BE IT FURTHER RESOLVED, that the owner of any property so assessed may, at any time prior to the date specified in the assessment resolution and notices, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid by the date specified in the assessment resolution and notices. An owner may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the City Council this 6th day of May 2019.

Mayor

Attest:

City Clerk

PROPOSED ASSESSMENT ROLL
COMMERCE DRIVE IMPROVEMENT PROJECT
CITY OF NORTH MANKATO, MN
BMI PROJECT NO. M18-115987

[illegible]

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #13G	Department: City Engineer	Council Meeting Date: 5/6/19																											
TITLE OF ISSUE: Consider Resolution Approving MN/DOT Contract No. 1033832 Appointing MN/DOT as the City's Agent in Accepting Federal Aid Funds in Conjunction with the 2019 Commerce Drive Improvement Project.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: City Engineer Sarff will review the MN/DOT Contract.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adopt Resolution Approving MN/DOT Contract No. 1033832 Appointing MN/DOT as the City's Agent in Accepting Federal Aid Funds in Conjunction with the 2019 Commerce Drive Improvement Project.																													
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 20px;"> <tr> <td style="width: 50px;">Aye</td> <td style="width: 50px;">Nay</td> <td></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Oachs</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Whitlock</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Steiner</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Norland</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; text-align: center;"> <tr> <td>Resolution</td> <td>Ordinance</td> <td>Contract</td> <td>Minutes</td> <td>Map</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/> Workshop <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																												

RESOLUTION NO.

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

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

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

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

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

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

Adopted by the City Council this 6th day of May 2019.

Mayor

Attest:

City Clerk



STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 150-119-003 _____

FAIN Number: STPF 5219(102) _____

This agreement is entered into by and between the City of North Mankato ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

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

AGREEMENT TERMS

1. Term of Agreement

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

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

2. Local Government's Duties

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

3. MnDOT's Duties

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

4. Time

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

5. Payment

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

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

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Lynnette Roshell, or her successor.

Title: State Aid, Special Projects

Phone: 651-366-3822

Email: lynnette.roshell@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: John Harrenstein, or his successor.

Title: North Mankato City Engineer

Phone: 507-625-4141

Email: Johnharrenstein@northmankato.com

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8. Liability and Claims

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

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

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination; Suspension**
- 13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have

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

13.3. Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. Suspension. MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. Appendix II 2 CFR Part 200 Federal Contract Clauses. The Local Government agrees to comply with the following

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

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

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

17.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

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

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____