

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on July 20, 2020. City Administrator Harrenstein on March 31, 2020, under MN Statute Section 13D.021, declared the use of electronic meetings due to the COVID-19 pandemic. Mayor Dehen called the meeting to order at 7:00 pm, asking that everyone join in the Pledge of Allegiance. The following were present remotely through Zoom for roll call: Council Members Oachs, Whitlock, Steiner, City Attorney Kennedy, Community Development Director Fischer, and Public Works Director Host, present in the Council Chambers for roll call: Council Member Norland, Mayor Dehen, City Administrator Harrenstein, and City Clerk Van Genderen. Absent: Finance Director, McCann. Citizen participation was available through teleconference and live stream of the meeting.

**Approval of Agenda**

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

**Approval Council Minutes from the July 6, 2020, Council Meeting.**

**Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of July 6, 2020. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.**

**Consent Agenda**

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

- A. Bills and Appropriations.
- B. Res. No. 60-20 Approving Donations/Contributions/Grants.
- C. Approved Audio Permit for Watson Wedding at Spring Lake Park Shelter #2 on September 19, 2020, from 8 am to 8 pm.
- D. Approved Audio Permit for St. Paul's Evangelical Lutheran Church at 304 Monroe Avenue, on July 26, 2020, from 9 am to noon.

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

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

None.

**Business Items****Res. No. 61-20 Prorating Liquor Licenses for Time Closed Due to State-Mandated Bar Closures During the COVID-19 Pandemic.**

City Administrator Harrenstein reported Council briefly discussed on July 6, 2020, a request to prorate 2020 liquor licenses due to the State mandated closure of bars and restaurants for 11 weeks in response to the COVID-19 pandemic. He stated the following licenses would be considered for proration: on-sale, Sunday on-sale, on-sale club, and tap-room on-sale licenses. City Clerk Van Genderen provided an overview of the proration:

Liquor License	License Fee	Prorated Fee	Returned to Owner
On-Sale	\$ 3,750.00	\$ 2,956.74	\$ 793.26
Sunday On-Sale	\$ 200.00	\$ 157.69	\$ 42.31
Tap-Room On-Sale	\$ 300.00	\$ 236.54	\$ 63.46
On-Sale Club	\$ 330.00	\$ 260.20	\$ 69.80

**Council Member Steiner moved, seconded by Council Member Norland, to adopt Res. No. 61-20 Prorating Liquor Licenses for Time Closed Due to State-Mandated Bar Closures During the COVID-19 Pandemic. Vote on the motion: Norland, Whitlock, Steiner, and Dehen aye; no nays. Oachs abstain. Motion carried.**

#### **Accept Trail Loop Map for Inclusion in the Comprehensive Plan Update.**

Mayor Dehen reported the map updates the City's Comprehensive Plan with the new trails that have been installed or are planned for installation. The map includes the additional trails being installed as part of the Dakota Meadow's Safe Routes to School. The map will also be placed in the kiosks around town and will include bike rack stations, drinking fountains, restroom locations, you are here markers, and a QR code to download the map onto your phone, and local attractions near the trail. As the area is connected to the Minnesota River Valley trail system, the area will become a hub of bicycle tourism. Mayor Dehen commented that the City might consider a naming contest for some of the trails. There may be an opportunity for the City to apply for grant money to assist with the trail development. Transportation Planner from Bolton & Menk Matt Lasonde commented that two maps would be created, one for inclusion in the comprehensive plan and the other a more robust map for inclusion in the kiosks.

**Council Member Norland moved, seconded by Council Member Oachs, to approve the Trail Loop Map for Inclusion in the Comprehensive Plan Update. Vote on the motion: Norland, Oachs, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.**

#### **Open Forum**

None.

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

##### **Receive North Mankato's Use of Force Report.**

City Administrator Harrenstein reported that over the past few weeks, he has discussed with the Chief of Police the need to hold an open and transparent discussion related to the use of force in the Police Department. He introduced Executive Director of the Greater Mankato Diversity Council Bukata Hayes, who provided advice on the report.

Police Chief Gullickson presented the report and discussed the Police Department's use of force in the last four years. He said the report is in response to the deadly use of force against George Floyd in Minneapolis. The report looks at how North Mankato responds to calls and how they use force. The report also reviews how the staff is trained, complaints against Police Officers, compliments to the department, and community outreach. In the past four years, there were 107 cases where officers used force, with 63% of the cases involving a subject who was compliant or was passive resistant. The remaining 40 cases involved people who were displaying either active resistance or active aggression toward officers. Thirty-six of those incidents had occurred when North Mankato officers were assisting other local law enforcement agencies. Police Chief Gullickson noted that beginning in 2019, the department began a more consistent effort to identify the race of individuals who were the subject to enforcement action. The difficulty with identifying race is it is not recorded

on a person's driver's license, and officers may need to assume a person's race based on observation, ask a person to identify their race, or out of concern for inappropriately identifying a person's race they will leave it blank on the name record.

Of last year's enforcement actions, 185 of the subjects were white (57%), 17 black (5%), African American of Hispanic/Latino origin 41 (13%), Hispanic/Latino 11 (3%) and "unknown" 65 (20%). North Mankato's population is 88% white, 4% Black or African American, and 4% Hispanic or Latino.

Police Chief Gullickson reported police officers are required to complete continuing education with training including de-escalation, cultural competency, mental health crisis response, and other topics. Police Chief Gullickson noted from 2018 to 2020 the department had eight supervisory reviews of officers where members of the public or supervisors raised concerns about police performance. He noted the department also frequently receives compliments and thanks. The department continues community outreach efforts through school visits and community events.

Executive Director of the Greater Mankato Diversity Council Bukata Hayes appeared before Council and thanked City Administrator Harrenstein and Police Chief Gullickson for the opportunity to participate and the transparency provided by the report.

Council Member Norland thanked the Police Department for their work and how safe working with them has made her feel in the past. She also appreciated the goals of the Police Chief association with the goal of maintaining the sanctity of life.

City Administrator Harrenstein thanked Library Director Heintz for Music in the Park, where more than 300 people socially distanced at Wheeler Park.

City Administrator Harrenstein reported the swim facility continues to attract visitors and is on track to meet financial projections. He noted that the crew of lifeguards, attendants, and concession workers are wonderful.

City Administrator Harrenstein reported Belgrade Frandsen Bank's development would begin in August, and an update will be presented at the next Council Work Session.

City Administrator Harrenstein shared that the Commerce Drive signage is installed.

City Administrator Harrenstein reported the Minnesota Department of Transportation is looking for proposals to relocate the Kerns Bridge, and the City has discussed using the bridge at Benson Park. Additional information will be presented to Council at the next Council Work Session.

Community Development Director Fischer encouraged residents to continue completing the census, and the City as a whole has responded very well.

Public Works Director Host reported work continues on Monroe Avenue and the Dakota Meadows Safe Routes to school.

City Clerk Van Genderen reported election judge recruitment has been going well, and planning continues for a safe, secure election.

### **Mayor and Council Comments**

Council Member Whitlock shared that former Council Member David Pearson passed away and sent his condolences to the family.

Council Member Oachs thanked the North Mankato Police Department for their ongoing community support.

Council Member Norland thanked City staff for continuing to make City parks safe to use.

Council Member Norland requested a discussion on a mask mandate at the next Council Work Session. Council Member Steiner requested the enactment of an ordinance to require masks until the next Council Work Session. Administrator Harrenstein said it would be odd to do so without going

through the typical ordinance process. Mayor Dehen stated he would not consider a motion, as such an action was not on the business agenda and would be out of order. Council Member Steiner strongly encouraged residents to use masks and was interested in discussing mask use at the next Council Work Session.

At 7:57 pm on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned.

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Mayor

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City Clerk

Pursuant to due call and notice thereof, a Council Work Session of the North Mankato City Council was held in the Council Chambers on July 27, 2020. Mayor Dehen called the meeting to order at 12:00 p.m. The following were present remotely through Zoom for roll call: Council Members Steiner, Norland, Oachs, Whitlock, and Mayor Dehen, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, Police Chief Gullickson, and City Clerk Van Genderen. Citizen monitoring was available through a conference call.

### **Receive Information on Executive Order 20-81 Face Covering Requirements and Recommendations**

Mayor Dehen commented that with the State Face Covering Mandate, the City does not need to review the information. It was noted the Employee Guidance on Workplace During COVID-19 was updated to reflect the face-covering mandate.

### **Discuss Kerns Bridge Solicitation Proposal**

Public Works Director Host reported the Kerns Bridge crossed the Le Seuer River on Township Road 90 between South Bend and Mankato. It was built in 1873 for \$8,652 and is the only bowstring arch bridge in Minnesota made of Wrought Iron. The bridge is currently disassembled and in storage containers at MNDOT District 7. Public Works Director Host said the staff is looking for direction on if to pursue obtaining the bridge through the solicitation process. The deadline to submit the letter of intent is August 31, 2020. The approval process is lengthy, with contract approval and construction of the bridge in 2024. Public Works Director Host reported the total contract cost, including project design, environmental/archeological study, site layout, construction inspection, relocation, and rehab of the bridge, totals \$1,800,000. Local match for the entire project would be \$360,000. He reported other options considered to include prefabricated bridges with a total cost of between \$250,000 and \$300,000. City Administrator Harrenstein confirmed that the total maximum exposure for the City is \$360,000. City Administrator Harrenstein asked Council for direction on pursuing the project and if the City should consider a different location than Benson Park. Council Member Steiner stated he was in favor of pursuing the opportunity due to the history and beauty of the bridge. Council Member Norland was in support as she loved the idea of capturing the history of the bridge, and Benson would be a great location. Council Member Steiner approved the idea of pursuing the solicitation. Council Member Oachs commented that she was in favor as it is an excellent opportunity to continue the Benson Park improvement plan. Mayor Dehen said it would be a unique opportunity to fulfill the Master Park Plan of a bridge addition. Mayor Dehen stated staff should continue with the application process, and former Council Member Freyberg could provide additional historical information on the bridge.

### **Discuss Belgrade Improvements**

City Administrator Harrenstein reported demolition on the gas station on Belgrade Avenue would begin on August 3, 2020, in preparation for work on the new Frandsen Bank. Once the demolition and work started on the site, staff would like direction on if the City should begin City improvements, including lighting, pedestrian signage, and entryway signage. City Engineer Sarff reported an updated he updated a memo first presented in October, dated October 11, 2019; the memo is included in the packet. He asked for clarification on which style of lighting the Council would like, and two options were included in the packet. A power and audio system is included in the plans to improve entertainment opportunities downtown. City Engineer Sarff reported the alley improvements would not be completed this fall but would be in the plans for the spring. He stated the American Legion granted an easement to the City to help widen the alley. Still, the Circle has not provided an

easement, and the alleyway may need to be altered to accommodate the available area. A discussion was held about burying the Xcel powerlines and the Charter lines, but it does not look like it will be feasible due to a high cost to the City and cost to property owners. Xcel will be moving the powerline at the corner of Belgrade and Range to improve visibility for the corner. Mayor Dehen asked if preparations for the midblock crossing were being made. While the crossing will not be installed this fall, it might be a good time to prepare for the installation. City Engineer Sarff reported the crossing is solar, and installation of powerlines would not be necessary. Mayor Dehen stated the Circle Inn's Belgrade access needs to be closed, like the access point by the American Legion will be closed, to assist with traffic flow on Belgrade Avenue. City Administrator Harrenstein commented that it would be an excellent time to close the accesses when work is being completed on the lighting improvement.

Public Works Director Host reviewed a few options for a new gateway sign. The signs varied from modern to traditional options. City Administrator Harrenstein requested guidance from the Council on if the sign should be changed and what type of sign the Council would prefer. Council Member Oachs reported she preferred a similar look to Commerce Drive, which would be the more contemporary look. Council Member Steiner approved of the contemporary style. Council Member Whitlock also preferred the contemporary style. Council Member Norland approved of the idea of cohesiveness in the styles. Mayor Dehen commented that he approved of the contemporary and suggested updating the sign in front of City Hall.

Mayor Dehen requested clarification from the Council on light pole choice. All members of the Council chose the traditional light poles that were also just installed on Commerce.

Council Member Norland commented that traffic at Belgrade and Range could be a bit dangerous, with some vehicles not stopping at the stop sign. A discussion was held concerning traffic violations at the corner and possible reasons for the continued disregard for the stop sign. It was decided that potential improvements to the area would be referred to as Traffic and Safety for review and discussion.

### **Discuss Request to Allow the Use of Goats for Vegetation Management**

Mayor Dehen reported he had received requests from residents who are struggling to control the invasive vegetation buckthorn. The residents would like to fence off an area and bring in goats to eat the buckthorn. Community Development Director Fischer reported the City Code regulations do not permit farm animals, including goats in the City. The use of goats to eradicate buckthorn has been used by other cities subject to specific regulations. Staff is providing information on an ordinance amendment that would allow the use of goats for prescribed grazing of noxious and invasive vegetation. The ordinance discusses properties that would be allowed to graze goats, how long goats could be used, supervision of the goats, and discusses best management practices. Also included in the packet is a grazing permit. Community Development Director Fischer requests Council guidance on bringing forward the ordinance change and a proposed fee. All Council Members and the Mayor commented that they were in favor of moving forward with an ordinance and instructed staff to review other City's fee requirements. City Administrator Harrenstein said there is a difference between the use of goats to eradicate buckthorn and just allowing farm animals in the City. He commented that the areas that could use goats would be an area that is difficult for humans to eradicate buckthorn safely. A discussion was also held concerning if the goats would actually propagate buckthorn after they eat the seeds. Community Development Director Fischer would do some research on that topic.

Council Member Whitlock thanked Bill Borchardt for his many years of service on the Traffic and Safety Committee

Public Works Director Host noted that the City's infrastructure did well and managed the 7.5 inches of rain received on Saturday night and Sunday morning. There were trees and mudslides on Judson Bottom Road, Lake Street, and McKinley Avenue. A few houses had water, but overall the City did well.

Council Member Norland moved, seconded by Council Member Oachs, to close the meeting at 1:13 p.m.

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Mayor

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City Clerk

## Assessment Hearing Presentation



Countryside Drive Street and Utility  
Improvement Project  
Project 20-03 ABCDEF



## Project Location/Background



- Project Area - Countryside Drive from Haughton Avenue to Coventry Lane
- Residential development proposed on property north of Countryside Drive – requires infrastructure improvements on Countryside Drive
- Preliminary Engineering Report authorized by Council on February 18<sup>th</sup>
- Information sent to property owners the week of March 23<sup>rd</sup>
- Improvement Hearing – May 18<sup>th</sup>
- Bid Opening – June 30<sup>th</sup>
- Assessment Hearing - tonight





## Sanitary Sewer System



- Existing Conditions:
  - Existing 27" trunk sanitary sewer constructed in 1996
    - Collects wastewater for most of upper North Mankato area
    - 25 to 30 feet deep
  - Existing residential properties on south side of Countryside Drive currently have sanitary sewer service:
    - Side streets
    - Rear lot lines
- Proposed Improvements
  - New 8" sanitary sewer system to serve new residential lots on the north side of Countryside Drive
    - 8" PVC pipe
    - Construct new precast concrete manholes:
    - Construct new sanitary sewer services from sewer main to ROW
- No replacement or improvements to existing 27" trunk sanitary sewer



## Watermain System



- Existing Conditions:
  - Existing 16" ductile iron watermain
  - Constructed in 1998
  - Existing residential properties on south side of Countryside Drive currently have water service
    - From 16" watermain in Countryside Drive
    - From side streets
- Proposed Improvements
  - New 8" watermain stub outs to the north to accommodate new development
  - New 1" plastic service lines for new lots on north side of Countryside Drive
  - New auto-reading water meters will be provided to all properties receiving assessments, regardless of if a new water service is constructed or not.
- No replacement or improvements to existing 16" watermain



## Storm Sewer System



- Existing Conditions:
  - No storm sewer on Countryside Drive except at intersecting streets & project termini
  - Existing street is a “rural” design (without curb & gutter)
  - Stormwater conveyed through shallow swales, road ditches, and driveway culverts
- Proposed Improvements
  - New storm sewer system on Countryside Drive is recommended:
    - New 12-inch to 30-inch storm sewer pipe
    - New manholes and catch basins
  - Minor modifications/abandonments of the existing storm sewer near Houghton Avenue
  - Will provide storm sewer stub out for extension into the park
  - Storm sewer outlets:
    - Easterly portion of Countryside Drive can outlet to existing Coventry Lane storm sewer system
    - Most of new storm sewer on Countryside Drive will outlet into ponds in proposed development
    - Ponding will either be constructed with project or compensation will be provided to developer for additional capacity/increased treatment
  - Accommodate 10-year design storm runoff with limited ponding in streets



## Existing Street and Surface



- Originally graded as a gravel township road in 1950's
- Gravel and bituminous surfacing replaced as a result of multiple utility construction projects in mid-to-late 1990s
- Existing road is a “rural” design – approx. 24' wide bituminous w/ side ditches & culverts; no curb & gutter
- Existing street width does not accommodate on street parking – cars park on grass in-slope
- Existing 6' wide concrete sidewalk west of Houghton Avenue and on Coventry Lane
- No off-street trail on Countryside Drive east of Lor Ray Drive or on Coventry Lane



## Proposed Street and Surface Improvements



- Reconstruct existing street with new bituminous pavement
- 40' wide proposed width:
  - Same as Countryside Drive from Lor Ray Drive to Haughton Avenue
  - Accommodates two lanes of traffic, on street parking and dedicated/shared bike lane
- Street centerline will be lowered to that curb and gutter matches existing driveways and yards on south side
- Reconstruct existing driveways on south side as required to match new curb grade
- Sidewalk:
  - New 6-foot wide concrete sidewalk on the north side of Countryside Drive – matches existing sidewalk configuration to the west
  - Crossings to be provided as needed at intersection streets and at Walter S. Farm Park
  - New sidewalks and pedestrian ramps will meet the current Americans with Disabilities Act (ADA) standards for accessibility
- Use City's typical residential bituminous pavement section with subsurface drainage
- New street lights will be provided
- Restore all disturbed residential turf areas with seed



## Estimated Project Costs



Item	Estimated Cost
<b>Street, Surface &amp; Street Light Improvements</b>	\$875,700
<b>Storm Sewer/Storm Water Management</b>	\$812,300 <sup>1</sup>
<b>Sanitary Sewer</b>	\$175,600
<b>Watermain</b>	\$73,700
<b>TOTAL:</b>	<b>\$1,937,300</b>

<sup>1</sup> Includes costs for stormwater management constructed by others

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



## Assessments



- **Assessment policy:**
  - Sanitary Sewer and 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 Estimated project Costs:**
  - Sanitary Sewer Main Line (40%): approx. \$10,500 per connection
  - Sanitary Sewer Services (100%): approx. \$1,300 per connection
  - Watermain Mainline (40%): approx. \$2,700 per connection
  - Water Services (100%): approx. \$2,300 per connection
  - Street, Surface, Storm Sewer & Street Lights (40%): approx. \$131 per foot
- **Calculated assessments: approx. \$7,600 to \$34,400**



## Assessment Cap



- City intends to utilize a cap on the assessments to provide more reasonable assessment amounts
- 2020 assessment cap for full street and utility reconstruction in lower North Mankato (Monroe Avenue) is \$7,000
- Since the properties on the south side of Countryside Drive already have sanitary sewer and water service, an assessment cap of \$4,500 is proposed to reflect only street and storm sewer improvements
- **Assessment calculations for the residential development property on the north of Countryside Drive:**
  - Assessments will include full cost of sanitary sewer and watermain
  - Assessment cap applied to street, storm sewer and street lighting
- Assessment proceedings (hearings, notices, etc.) will follow requirements of Chapter 429



## 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 if paid in full by December 15, 2020
- A notice of final assessment will be sent to all property owners approximately 30 days prior to the prepayment date
- If not pre-paid, assessments will be certified to County auditor and will be added to property tax statement starting in 2021:
  - Equal annual payments
  - 15-year payment period
  - 4% interest rate
- Remaining principal and accrued interest can be prepaid in future years with no penalty
- Additional information will be provided in assessment notice



## Proposed Project Schedule



- February 18<sup>th</sup> – City Council ordered preparation of Preliminary Engineering Report
- March 16<sup>th</sup> – Preliminary Engineering Report presented to City Council
- Week of March 23<sup>rd</sup> - Project Information sent to property owners; collect field survey work
- May 18<sup>th</sup> – Improvement Hearing
- Late June – Open Bids
- August 3<sup>rd</sup> – Assessment Hearing/Award Contract
- Mid August – Begin Construction
- Late October – Construction Substantially Complete



## Questions/Discussion



# 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: 07/17/20, 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: 124.67.

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.

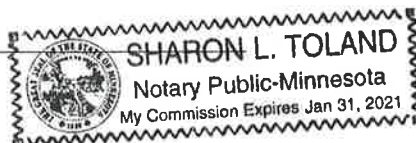
FURTHER YOUR AFFIANT SAITH NOT.

By:



Steve Jameson, Publisher

Sworn to and subscribed before me, this day  
07/17/2020

  
Notary Public

### Public Notice

July 17, 2020

#### NOTICE OF HEARING ON PROPOSED ASSESSMENT FOR PROJECT NO. 20-03 COUNTRYSIDE DRIVE IMPROVEMENT PROJECT

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 3rd day of August 2020 to consider the proposed assessment for Project No. 20-03 Countryside Drive Improvement Project. The properties being assessed are those adjacent to the project.

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 \$1,993,100.

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.

Due to the COVID-19 outbreak, the hearing location will be closed to the public. However, the City has modified the hearing process to ensure that the public is able to monitor the hearing and submit public comment.

The public hearing will be broadcast live on Charter Channel 180, or Consolidated Communications Channel 8.

Public comment may be submitted to the city council via the following methods:

1) Written comments/questions may be submitted in writing prior to the public hearing by any of the following methods:

a.) By email. Submit your comments/questions to [aprilv@northmankato.com](mailto:aprilv@northmankato.com) no later than 5:00 p.m. on Monday, August 3rd, 2020.

b.) By mail. Submit your comments/questions by mailing to

AD# 409775

1001 Belgrade Avenue, North Mankato, MN 56003. Questions/Comments must be received no later than 5:00 p.m. on Monday, August 3, 2020.

c.) By physical delivery. Deliver your comments/question by delivering them to the Drop Box at City Hall at 1001 Belgrade Avenue, North Mankato, MN, no later than 3:00 pm on Monday, August 3, 2020.

2) Live comment during the public hearing via telephone. Residents desiring to make public comments by telephone during the public hearing must request to be placed on the public hearing agenda. You may do so by calling City Hall (507) 625-4141, emailing [aprilv@northmankato.com](mailto:aprilv@northmankato.com), or please call 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

Written questions submitted prior to the public hearing will be provided to all Council Members. Dated this 15th day of July 2020.

**April Van Genderen**  
City Clerk  
City of North Mankato





City of North Mankato, MN

# Claims List - Regular

By Vendor Name

Date Range: 8-3-20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00008	A+ SYSTEMS GROUP	08/03/2020	Regular	0	224.55	93022
03030	AD STARR	08/03/2020	Regular	0	300.00	93023
00060	AMERICAN LEGION POST 518	08/03/2020	Regular	0	112.11	93024
00136	BENCHS	08/03/2020	Regular	0	84.00	93025
02985	BIG DOG PROPERTIES LLP	08/03/2020	Regular	0	835.57	93026
00179	BOUND TREE MEDICAL LLC	08/03/2020	Regular	0	164.97	93027
02757	CINTAS	08/03/2020	Regular	0	143.58	93028
00249	CIRCLE INN OF NORTH MANKATO	08/03/2020	Regular	0	835.57	93029
00255	CITY OF MANKATO	08/03/2020	Regular	0	2,739.85	93030
00322	DALCO	08/03/2020	Regular	0	675.24	93031
00344	DIAMOND VOGEL PAINT CENTER	08/03/2020	Regular	0	369.20	93032
02068	DINO'S PIZZERIA	08/03/2020	Regular	0	835.57	93033
03152	DIVERS, THE	07/29/2020	Regular	0	400.00	93019
00386	EMERGENCY APPARATUS MAINTENANCE, INC	08/03/2020	Regular	0	4,276.05	93034
00404	FASTENAL COMPANY	08/03/2020	Regular	0	56.34	93035
03338	FISHCHENICH, WILL	08/03/2020	Regular	0	867.00	93036
00465	GALE/CENGAGE LEARNING	08/03/2020	Regular	0	283.91	93037
00473	GENERATOR SYSTEM SERVICES, INC.	08/03/2020	Regular	0	3,398.20	93038
03339	GRUNST, KENZIE	08/03/2020	Regular	0	25.50	93039
03340	HANSON, MIKE	08/03/2020	Regular	0	1,100.00	93040
03341	JAGERSON, CHRIS	08/03/2020	Regular	0	1,096.50	93041
00659	JTS ENTERPRISES, INC.	08/03/2020	Regular	0	835.57	93042
03323	KATHMAN, JUDY	08/03/2020	Regular	0	100.00	93043
03322	KOLARS, JANE	08/03/2020	Regular	0	100.00	93044
03103	LAGER'S INC	08/03/2020	Regular	0	73.50	93045
03336	LOWE, GINO	08/03/2020	Regular	0	100.00	93046
00812	MANKATO BEARING COMPANY	08/03/2020	Regular	0	214.84	93047
00813	MANKATO BREWERY, LLC	08/03/2020	Regular	0	105.77	93048
03312	MEAD, MARIAH	07/20/2020	Regular	0	20.00	93011
00869	MECHANICAL RESOURCES, INC.	08/03/2020	Regular	0	536.29	93049
02842	MINNESOTA LIFE INSURANCE COMPANY	07/23/2020	Regular	0	1,023.75	93017
01008	NAKATO BAR & GRILL	08/03/2020	Regular	0	835.57	93050
03287	NEILSON, NICK	07/22/2020	Regular	0	211.66	93016
02569	NORTHLAND LIFT SALES AND SERVICE	08/03/2020	Regular	0	380.00	93051
01100	PETERS STRIPING	08/03/2020	Regular	0	1,298.75	93052
01106	PETTY CASH	08/03/2020	Regular	0	38.67	93053
03342	PRO GRAPHIX	08/03/2020	Regular	0	3,950.00	93054
03178	R & R EXCAVATING INC	08/03/2020	Regular	0	9,077.25	93055
03149	RADEMAKER, CHAD	08/03/2020	Regular	0	1,534.50	93056
01179	RED FEATHER PAPER CO.	08/03/2020	Regular	0	2,214.31	93057
01226	RUFFRIDGE JOHNSON EQUIPMENT CO., INC.	08/03/2020	Regular	0	593.44	93058
03040	SEWAH STUDIOS, INC.	08/03/2020	Regular	0	2,565.00	93059
01317	SPINNER'S BAR	08/03/2020	Regular	0	835.57	93060
02394	STEVE STARRETT CONSTRUCTION LLC	08/03/2020	Regular	0	260.00	93061
02908	TECH SALES CO.	08/03/2020	Regular	0	4,387.05	93062
01411	TOSTENSON, PHILLIP	08/03/2020	Regular	0	510.00	93063
03337	TRUE VALUE COMPANY	08/03/2020	Regular	0	125.00	93064
01433	TYLER TECHNOLOGIES	08/03/2020	Regular	0	10,567.75	93065
01443	UNITED STATES POSTAL SERVICE	08/03/2020	Regular	0	2,000.00	93066
03343	VAN ERDEWYK, JAKE	08/03/2020	Regular	0	153.00	93067
03307	VINNIES MINN. SNO PENTICO ICE & MFG	08/03/2020	Regular	0	1,048.00	93068
03311	W. LORENTZ AND SONS CONSTRUCTION, INC.	08/03/2020	Regular	0	145,069.28	93069
01504	WATCH GUARD VIDEO	08/03/2020	Regular	0	2,000.00	93070
02667	WLASIUK, TIM	08/03/2020	Regular	0	306.00	93071
00062	AMERICAN SECURITY CABINETS GROUP	07/09/2020	Bank Draft	0	93.00	DFT0004417
00101	AT&T MOBILITY	07/16/2020	Bank Draft	0	29.11	DFT0004423
00137	BENCO ELECTRIC COOPERATIVE	07/22/2020	Bank Draft	0	1,000.00	DFT0004435

00241	CHARTER COMMUNICATIONS	07/22/2020	Bank Draft	0	263.38	DFT0004441
02750	DPS MEDIA	07/20/2020	Bank Draft	0	178.47	DFT0004415
03248	FREDRIKSON & BYRON, P.A.	07/22/2020	Bank Draft	0	838.43	DFT0004439
00447	FREE PRESS	07/23/2020	Bank Draft	0	361.99	DFT0004444
00733	LAKES GAS CO #10	07/16/2020	Bank Draft	0	132.50	DFT0004420
00733	LAKES GAS CO #10	07/22/2020	Bank Draft	0	97.50	DFT0004436
00815	MANKATO CLINIC, LTD.	07/22/2020	Bank Draft	0	260.58	DFT0004440
03320	MINNESOTA ASA	07/22/2020	Bank Draft	0	2,075.00	DFT0004434
00923	MINNESOTA DEPARTMENT OF LABOR & INDU	07/17/2020	Bank Draft	0	5,991.96	DFT0004431
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/08/2020	Bank Draft	0	77.00	DFT0004418
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/17/2020	Bank Draft	0	178.50	DFT0004430
00910	MINNESOTA VALLEY TESTING LAB, INC.	07/21/2020	Bank Draft	0	72.00	DFT0004443
01117	PLUNKETT'S PEST CONTROL, INC.	07/16/2020	Bank Draft	0	122.87	DFT0004421
01322	SPRINT	07/23/2020	Bank Draft	0	36.17	DFT0004442
01335	STAPLES ADVANTAGE	07/09/2020	Bank Draft	0	121.29	DFT0004416
01352	STREICHER'S, INC	07/20/2020	Bank Draft	0	925.71	DFT0004432
02591	UNITED TEAM ELITE	07/22/2020	Bank Draft	0	10.00	DFT0004438
01470	VERIZON WIRELESS	07/16/2020	Bank Draft	0	31.25	DFT0004422
01525	WEST CENTRAL SANITATION, INC.	07/16/2020	Bank Draft	0	3,307.53	DFT0004419
00551	A.H. HERMEL COMPANY	08/05/2020	EFT	0	5,078.76	3009
00028	AFFORDABLE TOWING OF MANKATO, INC.	08/05/2020	EFT	0	130.00	3010
00063	AMERICAN PEST CONTROL	08/05/2020	EFT	0	65.00	3011
00105	AUTO VALUE MANKATO	08/05/2020	EFT	0	264.61	3012
00123	BATTERIES+BULBS	08/05/2020	EFT	0	350.85	3013
03142	BEYER, CURT	08/05/2020	EFT	0	1,224.00	3014
00172	BOHRER, TOM	08/05/2020	EFT	0	510.00	3015
00174	BOLTON & MENK, INC.	08/05/2020	EFT	0	138,469.40	3016
00176	BORDER STATES ELECTRIC SUPPLY	08/05/2020	EFT	0	379.64	3017
03326	BURMEISTER, MATTEA	08/05/2020	EFT	0	168.00	3018
00216	C & S SUPPLY CO, INC.	08/05/2020	EFT	0	240.49	3019
00230	CCP INDUSTRIES, INC.	08/05/2020	EFT	0	52.31	3020
02706	CORE & MAIN LP	08/05/2020	EFT	0	241.47	3021
03321	DOLL, ADAM	08/05/2020	EFT	0	2,184.00	3022
00373	ECKERT, LELAND	08/05/2020	EFT	0	255.00	3023
03330	FITTERER, EMILY	08/05/2020	EFT	0	504.00	3024
03327	FJOSER, BENJAMIN	08/05/2020	EFT	0	336.00	3025
00463	G & L AUTO SUPPLY, LLC	08/05/2020	EFT	0	275.65	3026
01098	GILLETTE GROUP/PEPSI-COLA	08/05/2020	EFT	0	899.24	3027
00482	GMS INDUSTRIAL SUPPLIES, INC.	08/05/2020	EFT	0	110.80	3028
03150	GOETTL, DAVID	08/05/2020	EFT	0	178.50	3029
03331	GRUNDHOFFER, ANDREA	08/05/2020	EFT	0	609.00	3030
03145	HANSON, ALAN	08/05/2020	EFT	0	382.50	3031
03324	HAWKER, MADISON	08/05/2020	EFT	0	630.00	3032
00538	HAWKINS, INC.	08/05/2020	EFT	0	791.92	3033
00873	HENRY G. MEIGS LLC	08/05/2020	EFT	0	25,582.08	3034
00691	KENNEDY & KENNEDY LAW OFFICE	07/22/2020	EFT	0	8,654.40	3008
00776	LLOYD LUMBER CO.	08/05/2020	EFT	0	1,448.94	3035
03329	LOEWEN, HANNAH	08/05/2020	EFT	0	921.00	3036
00796	MACQUEEN EQUIPMENT, INC.	08/05/2020	EFT	0	260.32	3037
00874	MENARDS-MANKATO	08/05/2020	EFT	0	1,308.53	3038
02532	MIKE'S LLC	08/05/2020	EFT	0	34.00	3039
03022	MINNESOTA PAVING & MATERIALS	08/05/2020	EFT	0	879.00	3040
02323	MOBOTREX	08/05/2020	EFT	0	3,825.00	3041
00997	MTI DISTRIBUTING CO	08/05/2020	EFT	0	976.33	3042
03332	NIES, DONALD	08/05/2020	EFT	0	483.00	3043
01052	NORTH CENTRAL INTERNATIONAL	08/05/2020	EFT	0	976.14	3044
03325	O'NEIL, MICHAEL	08/05/2020	EFT	0	231.00	3045
01090	PARAGON PRINTING, MAILING & SPECIALTIES	08/05/2020	EFT	0	3,318.11	3046
03141	PIPES, ROGER	08/05/2020	EFT	0	1,504.50	3047
01402	POMPS TIRE	08/05/2020	EFT	0	532.05	3048
01211	RIVER BEND BUSINESS PRODUCTS	08/05/2020	EFT	0	366.16	3049
01281	SIGN PRO	08/05/2020	EFT	0	256.00	3050
01336	STAPLES OIL CO., INC.	08/05/2020	EFT	0	8,907.31	3051
01396	THURSTON, KEVIN	08/05/2020	EFT	0	535.50	3052
01407	TOOL SALES COMPANY	08/05/2020	EFT	0	30.00	3053
03334	TOSTENSON, SARA	08/05/2020	EFT	0	420.00	3054
01419	TRAVERSE DES SIOUX LIBRARY COOPERATIVE	08/05/2020	EFT	0	400.00	3055

03144	VELDHUISEN, ROGER	08/05/2020	EFT	0	127.50	3056
01479	VINE FAITH IN ACTION	08/05/2020	EFT	0	12,000.00	3057
01486	VON BERGE, DAVID	08/05/2020	EFT	0	29.13	3058
01492	WACO SCAFFOLDING & SUPPLY CO.	08/05/2020	EFT	0	71.65	3059
01524	WERNER ELECTRIC SUPPLY	08/05/2020	EFT	0	2,709.02	3060
03146	WESTRUP, CHRISTOPHER	08/05/2020	EFT	0	714.00	3061
03328	WOLLENZIEN, ERIC	08/05/2020	EFT	0	306.00	3062
01552	WW BLACKTOPPING, INC	08/05/2020	EFT	0	53,224.63	3063
00219	CARDMEMBER SERVICE	07/15/2020	Bank Draft	0	83,111.40	DFT0004425
00234	CENTER POINT ENERGY	07/22/2020	Bank Draft	0	1,686.55	DFT0004447
02003	MINNESOTA DEPT OF REVENUE	07/17/2020	Bank Draft	0	16,391.00	DFT0004427
01477	VIKING ELECTRIC SUPPLY, INC.	07/16/2020	Bank Draft	0	505.65	DFT0004426
01477	VIKING ELECTRIC SUPPLY, INC.	07/23/2020	Bank Draft	0	132.40	DFT0004450
01557	XCEL ENERGY	07/16/2020	Bank Draft	0	309.87	DFT0004424
01557	XCEL ENERGY	07/22/2020	Bank Draft	0	67.45	DFT0004449
					<u>615,665.23</u>	<u>139</u>

## Authorization Signatures

### All Council

The above manual and regular claims lists for 8-3-20 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
Tim Fox	Paver-8x8	\$75.00
Dave's River Valley Harley Davidson	Police Donation	\$200.00
Total		\$275.00

Adopted by the City Council this 3<sup>rd</sup> day of August 2020.

Mayor

City Clerk

## MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Mike Fischer, Community Development Director  
DATE: July 23, 2020  
SUBJECT: July Traffic & Safety Committee Meeting Minutes

The Traffic & Safety Committee met on Wednesday, July 22, 2020 to review one item of business. Traffic & Safety Committee members present: 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 for a STOP sign on Raymond Drive**

Staff presented a request from Diana Franco Corso to install a STOP sign on Raymond Drive for safety purposes. Staff summarized the existing conditions of the Raymond Drive area and expected future area residential growth. The Committee discussed the conditions including the lack of residential development on a part the west side of Raymond Drive which may promote higher traffic speeds.

### **RECOMMENDATION**

The Traffic & Safety Committee doe not recommend the installation of a STOP sign on Raymond Drive at this time. The Committee recommends the use of the electronic speed sign in this area and additional Police patrol to monitor traffic speeds.

TO: Traffic & Safety Committee  
FROM: Mike Fischer, Community Development Director  
DATE: July 17, 2020  
SUBJECT: July Traffic & Safety Committee Meeting

The next meeting of the Traffic & Safety Committee has been scheduled for Wednesday, July 22, 2020 at 3:00 p.m. at the North Mankato Municipal Building.

#### AGENDA

1. Request for a STOP sign on Raymond Drive

### **1. Request for a STOP sign on Raymond Drive**

Attached is a request from a Raymond Drive resident for consideration of a STOP sign on Raymond Drive. Attached is a map showing the Raymond Drive area.

According to the resident, there is concern for the safety of children based on traffic speeds. The speed limit on all local residential streets is 30 mph.

As shown on the map, Raymond Drive begins at Pleasant View Drive and ends at Aspen Lane. It is expected that Raymond will be extended past Aspen Lane in the future to accommodate additional residential development. Staff believes that due to a lack of development on the west side of Raymond near Pleasant View Drive, traffic speeds may be higher but, not likely over the speed limit. Once development occurs on the west side of Raymond, traffic speeds are expected to decrease. That development will begin in the near future.

#### **RECOMMENDATION**

Staff does not recommend the installation of a STOP sign on Raymond Drive at this time. However, consideration for a STOP sign(s) should be considered in the future with the extensions of Raymond Drive and Aspen Lane.

## Michael Fischer

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**From:** DIANA FRANCO <dianafrancoc@gmail.com>  
**Sent:** Thursday, July 16, 2020 1:16 PM  
**To:** michaelf@northmankato.com; Tom; dianafrancoc  
**Subject:** Raymond drive

Good afternoon

I am a resident at Raymond Drive in North Mankato, which is a newer residential area with many families with young children.

I am a health professional and I am very concerned about children's safety. I see cars drive really fast through Raymond Drive. It is an overall straight street without any stop signs or signs indicating maximum allowed velocity. Current construction makes traffic very busy

Three days ago, I witnessed a car nearly hitting a child on a bicycle that was in Leona street going into Raymond Drive.

Furthermore, if you drive in Raymond street you can see that several families worried about the current situation have placed signs alerting people to slow down as children are playing in the area. I have personally discussed it with some of the neighbors and they have shared their concerns.

I propose the following solutions that can be considered according to your evaluation of the area:

1. Put a stop Sign at Raymond Drive and Balsam intersection
2. Put a stop sign at Raymond Drive and leona intersection
3. Put signs throughout Raymond drive alerting about children playing in the area

I believe a prompt attention should be taken into this matter as there is a lot of construction and a lot of car traffic

Thank you for your attention

Diana Franco Corso  
Tomas Carvajal





Legend

- City Limits
- Medians
- Roadways
- Parcels (6-7-2018)
- Lakes & Ponds
- Minnesota River
- Nman\_cty19\_3inch.sid

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

Map Name



Disclaimer:

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



Real People. Real Solutions.

0 527 Feet

© Bolton & Menk, Inc. - Web GIS 7/17/2020 9:46 AM

## RESOLUTION APPOINTING ELECTION JUDGES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following individuals are hereby appointed to serve as election judges for the Primary Election on August 11, 2020 and the General Election on November 3, 2020:

Adella Jacobs	Glen Meyer	Mitch Halstead
Amy Swanson	Heather Fisher	Nancy Hopkins
Angela Kelly	Helen Dehen	Nancy Rorem
Ann Broskoff	Jaci Kopet	Nick Meyer
Anna Meyer	James Hirvela	Patricia Hooey
Anthony Ulmen	Jane Larsen	Patricia Sullivan
Benton Bakke	Jeromy Roberts	Patty Kramlinger
Bernard Bastian	Jessica Kirschnet	Rachel Maccabee
Beth Hoffman	Jessica Ryan	Ramona Beiswanger
Betty Rykhus	Joan Nessler	Robert Murray
Bill Bicket	Judy Date	Rodney Baumann
Bob Meyer	Karen Etzell	Ronald Schmidt
Bonnie Shult	Kathleen Bauer	Sarah Sanderson
Brenda Hanel	Kathryn McGraw	Shannon Anderson
Bruce Butcher	Kathy Mork	Sharon Hohertz
Byron Tungsvik	Katie Heintz	Sharolyn Henrickson
Christine Doyle	Kim Henrickson	Stacy Hillesheim
Crystal Halstead	Krista Dinsmore	Steve Mork
Daniel Ogle	Lorri Rieff	Steve Schmiel
Daniel Oliver	Lourdes Chavez	Steven Carlberg
Dannelle Buck	Lynda Ernst	Susan Klute
David Bullert	Mae Hanson	Teresa Pratt
David Hudson	Marcia Wahoske	Thomas Allen
David Randall	Margaret Westphal	Tom Wilcox
Diane Meyers	Mark Midler	Vicki Trudeau
Duane Rader	Mark Wright	Wanda Michele Wiederich
Elaine Schilling	Marlys Sturm	William Halstead
Emily Kim	Mary Clare Wyrowski	Youwen Xu
Gary Sandvig	Mary Nere	
Gary Zellmer	Mary Zellmer	

The City Clerk is authorized to make substitution to the above slate of judges as necessary to maintain the required minimum and fill vacancies if needed. Adopted by the City Council this 3<sup>rd</sup> day of August 2020.

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Mayor

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City Clerk



1001 Belgrade Ave., PO Box 2055  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4252  
[www.northmankato.com](http://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 → Paid in full 7/20/2020 (P)
- Thirty (30) days in advance of the parade date.

Thank you!!!

Name of Applicant Daves River Valley H-D	Address 1200 N RIVER DR Mankato MN 56001	Phone (507) 345-6077	Email cdesmarais@drvh.d.com
Sponsoring Organization Name	Address	Phone	
Contact during event Colleen Desmarais	Phone 507-345-0460		
Event Location 1200 N RIVER DR, Mankato	Date 9/12/2020	From	Time To
Occasion for Parade 3RD Annual Autism RIDE			
Parade Description / Composition Leaving Dealership at 9:30 am need assistance getting onto Rt 169 South @ Webster traffic light. Then assistance making left onto City Hwy 90.			
Estimated Number of Participants: 100+			

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

*Applicant*

7/15/2020

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

  
Chief of Police

7/23/2020  
Date

*Caswell Sports Director*

Date \_\_\_\_\_

**CITY OF NORTH MANKATO**  
**REQUEST FOR COUNCIL ACTION**



Agenda Item # 11A	Dept: Finance	Council Meeting Date: 8/3/20
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<b>TITLE OF ISSUE:</b> Consider Resolution Adopting Assessment for Project No. 20-03 ABCDEF Countryside Drive Improvement Project.
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<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> A public hearing was held on August 3, 2020, to hear any objections on the proposed assessment for Project No. 20-03 ABCDEF Countryside Drive Improvement Project.
<i>If additional space is required, attach a separate sheet</i>

<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Adopting Assessment for Project No. 20-03 ABCDEF Countryside Drive Improvement Project.

<b>For Clerk's Use:</b>
Motion By: _____
Second By: _____
Vote Record:
Aye      Nay
_____ Oachs
_____ Whitlock
_____ Steiner
_____ Norland
_____ Dehen

<b>SUPPORTING DOCUMENTS ATTACHED</b>				
Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)      Assessment Roll				
_____				
_____				
_____				
_____				

<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. 64-20

RESOLUTION ADOPTING ASSESSMENT FOR  
PROJECT NO. 20-03 ABCDEF COUNTRYSIDE DRIVE IMPROVEMENT 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. 20-03 ABCDEF Countryside Drive Improvement 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 2021 and shall bear interest at the rate of 4% from December 15, 2020.
3. The owner of any property so assessed, may at any time, prior to December 15, 2020, 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 December 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 3rd day of August 2020.

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Mayor

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City Clerk

LINE	pin	ADDRESS	NAME	MAILING ADDRESS	CITY	STATE	ZIP	ASSESSMENT
1	18.854.0100	2080 HAUGHTON AVENUE	HARRY MEYERING CENTER	109 HOMESTEAD ROAD	MANKATO	MN	56001	\$4,500
2	18.840.0010	1693 COUNTRYSIDE DRIVE	NEVADA J HELGET & DAVID MAERTENS	1693 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,185
3	18.840.0020	1687 COUNTRYSIDE DRIVE	PAUL S & STACY D BATEMAN	1687 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,500
4	18.840.0030	1681 COUNTRYSIDE DRIVE	FREDERICK H SHIERY	1681 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,500
5	18.840.0040	1675 COUNTRYSIDE DRIVE	ANN G SCHATZ	1675 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,500
6	18.859.0010	1669 COUNTRYSIDE DRIVE	DAVID R & KARRIE A SCHUTTE	1669 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,500
7	18.859.0020	1665 COUNTRYSIDE DRIVE	RANDALL A & JESSICA C SMITH	1665 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,500
8	18.811.0030	26 RENANN COURT	MEGAN & SAMUEL BROCKSHUS	26 RENANN CT	NORTH MANKATO	MN	56003	\$0.00
9	18.811.0040	22 RENANN COURT	LAWRENCE A SANDERS FAMILY TRUST	22 RENANN CT	NORTH MANKATO	MN	56003	\$0.00
10	18.811.0050	18 RENANN COURT	MARY E GROTHE	18 RENANN CT	NORTH MANKATO	MN	56003	\$0.00
11	18.811.1140	(WALTER S FARM PARK)	CITY OF NORTH MANKATO	1001 BELGRADE AVE PO BOX 2055	NORTH MANKATO	MN	56003	\$20,250
12	18.529.0010	2059 SUNDANCE LANE	THOMAS M & JUNE M RIEFF	1717 3RD AVE	MANKATO	MN	56001	\$4,500
13	18.529.0120	2058 SUNDANCE LANE	THONG V DINH & CHAU H LUU	2058 SUNDANCE LN	NORTH MANKATO	MN	56003	\$4,500
14	18.811.0820	1537 COUNTRYSIDE DRIVE	BRADLEY J & TRACY L RIES	1537 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$4,500
15	18.829.0050	2060 HOWARD DRIVE	DUANE J & ANGELA PETERS	2060 HOWARD DR	NORTH MANKATO	MN	56003	\$4,500
16	18.829.0060	1525 COUNTRYSIDE DRIVE	GREGORY L & TIFFANY C THATE	1525 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$0.00
17	18.829.0070	1519 COUNTRYSIDE DRIVE	LISA A & BRIAN L MURRAY	1519 COUNTRYSIDE DR	NORTH MANKATO	MN	56003	\$0.00
18								
19	01.102.0600	LOT 1 BLOCK 1 PRAIRIE HEIGHTS	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	
20	01.102.0600	LOT 2 BLOCK 1 PRAIRIE HEIGHTS	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120
21	01.102.0600	LOT 3 BLOCK 1 PRAIRIE HEIGHTS	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120
22	01.102.0600	LOT 4 BLOCK 1 PRAIRIE HEIGHTS	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120
23	01.102.0600	LOT 5 BLOCK 1 PRAIRIE HEIGHTS	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120
24	01.102.0600	LOT 1 BLOCK 7 PRAIRIE HEIGHTS	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120
25	01.102.0600	OUTLOT (FUTURE LOT 1)	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120
26	01.102.0600	OUTLOT (FUTURE LOT 2)	BENGTSON LOVONA M REVOCABLE TRUST & PRAIRIE DEVELOPMENT	1711 PREMIER DR. MANKATO, MN 56001	ST. JOSEPH MANKATO	MN	56374	\$21,120

[illegible]

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 11B	Dept: City Engineer	Council Meeting Date: 8/3/20
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**TITLE OF ISSUE:** Consider Resolution Accepting Bid Project No. 20-03 ABCDEF Countryside Drive Improvement.

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** Please review the memo provided by City Engineer Sarff concerning the bid process and the low bidder.

*If additional space is required, attach a separate sheet*

**REQUESTED COUNCIL ACTION:** Adopt Resolution Accepting Bid Project No. 20-03 ABCDEF Countryside Drive Improvement.

**For Clerk's Use:**  
  
 Motion By: \_\_\_\_\_  
 Second By: \_\_\_\_\_  
  
 Vote Record:
 

Aye	Nay	
_____	_____	Oachs
_____	_____	Whitlock
_____	_____	Steiner
_____	_____	Norland
_____	_____	Dehen

**SUPPORTING DOCUMENTS ATTACHED**  
  

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Other (specify) \_\_\_\_\_  
 \_\_\_\_\_  
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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: _____





Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

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

## MEMORANDUM

**Date:** July 1, 2020  
**To:** John Harrenstein, City Administrator  
**From:** Daniel R. Sarff, P.E., City Engineer  
**CC:** Kevin McCann, Finance Director  
April Van Genderen, City Clerk  
Nate Host, Public Works Director  
**Subject:** Countryside Drive Street and Utility Improvement Project  
City Project No. 20-03 ABCDEF  
BMI Project No. M18.120740

Bids were received and opened on Tuesday, June 30<sup>th</sup> at 11:00 a.m. for the Countryside Drive Street and Utility Improvement Project. Nine (9) bids were received and the results of the bids are tabulated below:

<u>Bidder</u>	<u>Bid Amount</u>
Holtmeier Construction, Inc.	\$1,077,590.24
W.W. Blacktopping, Inc.	\$1,179,271.85
W. Lorentz & Sons Construction, Inc.	\$1,194,510.94
OMG Midwest, Inc. (MN Paving & Materials)	\$1,309,458.80
R & R Excavating, Inc.	\$1,359,854.22
Ryan Contracting Co.	\$1,379,463.75
GM Contracting, Inc.	\$1,393,028.37
Heselton Construction, LLC	\$1,482,288.25
Kuechle Underground, Inc.	\$1,490,726.95

Engineer's Estimate \$1,355,956

The low bidder for the project is Holtmeier Construction, Inc., from Mankato Minnesota. The low bid is approximately 21% below the Engineer's Estimate and approximately 9% below the next lowest bid.

Based on past performance with Holtmeier Construction, Inc., it is our opinion that they are qualified to perform the work required under this contract.

According to the City's standard process for projects involving special assessments, an assessment hearing will be held prior to awarding the contract for the project. The assessment hearing is scheduled for August 3, 2020. Finance Director McCann has prepared the proposed assessment roll for the project and City Clerk Van Genderen has prepared the following resolutions for consideration at the July 6<sup>th</sup> City Council meeting:

- Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment
- Resolution for Hearing on Proposed Assessment

Finance Director McCann, City Clerk Van Genderen, and I will be available at the July 6<sup>th</sup> City Council meeting to review this information with the council and answer any questions they have.

**Recommended Action:** Adopt the Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment and the Resolution for Hearing on Proposed Assessment. Copies of the resolutions are included in Council Packet.

RESOLUTION ACCEPTING BID  
PROJECT NO. 20-03 ABCDEF COUNTRYSIDE DRIVE IMPROVEMENT

WHEREAS, pursuant to an advertisement for bids for Project No. 20-03 ABCDEF Countryside Drive Improvement, bids were received, opened, and tabulated on Tuesday, June 30<sup>th</sup> at 11:00 am according to the law, and

WHEREAS the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Amount</u>
Holtmeier Construction, Inc.	\$1,077,590.24
W.W. Blacktopping, Inc.	\$1,179,271.85
W. Lorentz & Sons Construction, Inc.	\$1,194,510.94
OMG Midwest, Inc. (MN Paving & Materials)	\$1,309,458.80
R & R Excavating, Inc.	\$1,359,854.22
Ryan Contracting Co.	\$1,379,463.75
GM Contracting, Inc.	\$1,393,028.37
Heselton Construction, LLC	\$1,482,288.25
Kuechle Underground, Inc.	\$1,490,726.95

WHEREAS, the low bid of \$1,077,590.24 is lower than the engineering estimate of \$1,355,956; and

WHEREAS, it appears that Holtmeier Construction, Inc., of Mankato, Minnesota is the lowest responsible bidder.

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

- 1) The Mayor and Administrator are hereby authorized and directed to enter into a construction contract with Holtmeier Construction, Inc. of Mankato, Minnesota for the adjusted contract amount of \$1,077,590.24 in the name of the City of North Mankato, Minnesota for Project No. 20-03 ABCDEF Countryside Drive Improvement.
- 2) The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by the City Council this 3<sup>rd</sup> day of August 2020.

---

Mayor

ATTEST:

---

City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 11C	Dept: Community Dev.	Council Meeting Date: 8/3/20																																																									
<b>TITLE OF ISSUE:</b> Consider Setting a Public Hearing to Consider an Amendment to City Code Chapter 91 and City Code Chapter 156 Providing for Prescribed Grazing.																																																											
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Please review the information provided by Community Development Director Fischer.																																																											
<i>If additional space is required, attach a separate sheet</i>																																																											
<b>REQUESTED COUNCIL ACTION:</b> Set Public Hearing for August 17, 2020, at 7:00 p.m. to Consider an Amendment to City Code Chapter 91 and City Code Chapter 156 Providing for Prescribed Grazing.																																																											
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  <table style="width: 100%; border: none;"> <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		<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input 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) _____ Memo _____ _____ _____ _____ _____	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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## MEMORANDUM

TO: Mayor and City Council  
FROM: Mike Fischer, Community Development Director  
DATE: July 29, 2020  
SUBJECT: Prescribed Grazing

At the July 27, 2020 City Council work session, staff introduced a proposed Prescribed Grazing ordinance targeted at the use of goats to control invasive and noxious vegetation. As farm animals including goats, are not permitted by the City Code, an amendment would be required to permit the use of goats for prescribed grazing. During discussion of the proposed ordinance, several questions arose which staff has had the opportunity to research. Regarding the waste produced by the goats, it is in the form of small round pellets, like deer or rabbit droppings. They improve soil health and decompose very quickly with very little odor. Goat droppings are low in nitrogen and help native plants re-establish. Furthermore, the digestive system of the goat breaks down plant seed and there is little re germination of the plant's seed after. According to the City of Burnsville who has issued permits for prescribed grazing, animal waste has not been an issue.

There are many companies that advertise and offer the rental of goats to control invasive and noxious vegetation. While there is no State license required for those who rent goats for land management, staff believes it is important that work of this type be managed by those who have experience with the use of goats for targeted grazing. Additionally, by those who also have the proper insurance.

Regarding the cost for prescribed grazing applications, here are the costs from some cities who have an application process:

Eagan - \$50  
Faribault - \$30  
Burnsville - \$0

In addition to the inclusion of section 91.20 into the City Code, other minor Code amendments to sections 91.04 and 156.054 are necessary as well. Those proposed amendments are attached which address certain exceptions for the permitting of goats and electrical fencing.

- **91.20 - Prescribed grazing of noxious and invasive vegetation.**

(A) *Intent.* The intent of this section is to allow prescribed grazing of goats on property in the City of North Mankato for a specified period and for the express purpose of controlling invasive and/or noxious vegetation. Prescribed grazing is intended to provide an alternative to the use of chemicals as the means to control undesirable vegetation. It is also intended to provide an alternative means to control undesirable vegetation on steep slopes or other challenging terrain where it is difficult for humans to access.

(B) *Duration of a prescribed grazing activity.* The duration of a prescribed grazing activity shall be consistent with the following:

(1) *Properties under two (2) acres in area.* On properties with an area of less than two (2) acres, prescribed grazing shall not be permitted for more than thirty (30) consecutive days. No more than two (2) prescribed grazing permits may be issued within one (1) year for the property. There shall be a minimum of sixty (60 ) days between the expiration of the first permit issued and the second permit issued in a one (1) year period.

(2) *Properties two (2) or more acres in area.* On properties with an area of two (2) or more acres, the duration of the prescribed grazing activity shall be as specified by the Zoning Administrator or other authorized agent of the City in the approved prescribed grazing permit.

(C) *Proper Enclosure.* The prescribed grazing activity shall be fully and properly enclosed at all times. Proper enclosure refers to any combination of temporary or permanent fences or structures designed to prevent the escape of the prescribed grazing animals and to protect the prescribed grazing animals from the intrusion of other animals. All sides of the enclosure(s) shall be of sufficient height and the bottom of the enclosures shall be constructed or secured in a manner as to prevent prescribed grazing animals from escaping over or under the enclosure(s). Enclosures shall meet the following requirements:

(1) *Permanent enclosures.* Fences and structures constructed to enclose prescribed grazing animals, but intended to remain at the expiration of the prescribed grazing activity, shall comply with the regulations for the zoning district in which the prescribed grazing is located and shall be permitted separately from the prescribed grazing activity.

(2) *Temporary enclosures.* Temporary fencing and structures for the sole purpose of enclosing prescribed grazing animals shall be allowed for the duration of the prescribed grazing as specified by the Zoning Administrator or other authorized agent of the City in the approved prescribed grazing permit.

(a) Temporary fences may be electric or electrified as specified in the approved prescribed grazing permit. Where electric fences are used, the Zoning Administrator or other authorized agent of the City may require a double fence system with a non-electric outer fence to serve as a safety barrier to reduce the possibility of the public coming in contact with the electric fence.

(b) Any electric or electrified fence in association with a prescribed grazing activity must have a warning sign posted on every boundary of the enclosure at least every fifty (50) feet along each side of the fence. The warning sign shall clearly identify the electric fence. No single sign shall exceed four (4) square feet in area. Each sign shall be clearly visible on the approach to the fence and be posted on or within one (1) foot of the electric or electrified fence.

(D) *Animal welfare.* The welfare of the prescribed grazing animals must be ensured by the owner of the prescribed grazing animals.

(1) *Supervision.* The prescribed grazing service must list on its grazing permit application contact information for the party responsible for promptly addressing issues associated with prescribed grazing on the specified property. The responsible party shall be available to be contacted at all hours of the day and all days of the week.

(2) *Health.* Prescribed grazing animals must receive proper veterinary treatment and regular deworming. In the event that a prescribed grazing animal becomes ill, hurt, or perishes, the owner of the prescribed grazing animal(s) must provide immediate on-site care or remove the animal(s) from the property promptly if immediate on-site care cannot be provided.

(3) *Neutering.* Male goats used for prescribed grazing must be neutered. Male goats less than six (6) months of age that accompany an adult female goat shall be exempt from the neutering requirement.

(E) *Storage of supplement feed.* Any feed for the prescribed grazing animals (other than the vegetation on the property that is intended for grazing) must be securely stored so as not to encourage vermin or other pests.

(F) *Protection of significant natural resources.* Prescribed grazing shall not adversely affect significant natural resources. Prescribed grazing activities shall comply with the following:

(1) Prescribed grazing activities shall comply with the best management practices established by the Minnesota Department of Agriculture, the Minnesota Department of Natural Resources, and all other pertinent agencies.

(2) Prescribed grazing activities shall not impair water quality as defined by the Federal Clean Water Act.

(3) Threatened or endangered plant species shall not be negatively impacted by prescribed grazing activities.

(G) *Identification signage.* A single sign, not to exceed four (4) square feet in area and not to exceed four (4) feet in height if freestanding, shall be erected and visible from the nearest public right-of-way, but not in the public right-of-way. The Zoning Administrator or other authorized agent may approve an alternate location for the sign or may require more than one (1) identification sign if needed to comply with the intent of this ordinance. The sign shall include the prescribed grazing permit number for the issued permit and the phone number for a 24-hour contact for the prescribed grazing animals. The sign shall be present for the duration of the prescribed grazing activity and shall be promptly removed at the conclusion of the prescribed grazing activity.

(H) *Insurance.* When an applicant submits an application for a prescribed grazing permit, the applicant shall also submit a current, effective insurance policy or a copy thereof providing liability insurance covering claims arising out of the prescribed grazing activity.

(I) *Prescribed grazing permit and fee.* A prescribed grazing permit approved by the City of North Mankato shall be required for each prescribed grazing activity covering a specified period.

#### § 91.04 FARM ANIMALS.

(A) Except in an RA zone and except as permitted in 91.20, it is a public nuisance to keep farm livestock or fowl, such as cattle, horses, mules, donkeys, sheep, goats, hogs, chickens, ducks, geese, or any other animal generally described as a farm animal. The term "keep" means to house, protect, feed, own or otherwise care for the farm animal.

(B) If the owner or possessor of land is keeping animals constituting a public nuisance under this subdivision on the date such land is annexed into the city, then such nuisance shall be terminated within one year from the date of annexation of such land. However, if such use constitutes a significant threat to public health, then such use shall be immediately terminated without regard to the passage of such period of time.

(Am. Ord. 102, 4th series, passed 4-2-2018)

#### § 156.054 PERFORMANCE STANDARDS.

(A) *Intent.* The performance standards established by this section are intended to promote and preserve the health, safety, comfort, convenience, prosperity, and general welfare of the inhabitants of the city. These standards are designed to encourage a high standard of development by assuring the compatible integration of surrounding land uses.

(B) *Scope.* From and after the effective date of this chapter the use of all land, and structures upon such land shall be in conformance with the provisions of this section. The administration and enforcement of this section shall apply uniformly to all zoning districts. Uses of structures that become nonconforming upon the effective date of this section shall be allowed as long as they remain in compliance with § 156.052.

(C) *Standards.* The minimum performance standards are as follows.

(1) *Aesthetics.* It is hereby affirmed as essential public policy that the appearance of this community is a proper matter for public concern and that all open spaces, buildings, plantings, surfaces, and structures which may be seen from the public ways and water bodies are subject to the provisions of this chapter. On any building visible from a public street, materials shall not be permitted on exterior wall surfaces not in a proper arrangement, or combination of a permanent nature with good architectural design and appeal.

(2) *Building Code.* The Minnesota State Building Code as amended has been adopted by the city. The Building Code shall be complied with in all respects for the construction, maintenance or alteration of any structure or variance.

(3) *Bulk materials.* All bulk materials shall be contained in such a fashion that they are not allowed to become airborne. Solid or liquid particles shall not be emitted at any point in concentrations exceeding .03 grains per cubic foot of the conveying gas or air.



(4) *Density*. Development density is a legitimate public concern. The density of development permitted shall in all instances be consistent with the terms and intents of this chapter. To the extent reasonable, development shall be integrated with surrounding land uses.

(5) *Dwelling units (prohibited)*. No basement, garage, tent, trailer, recreational vehicle or detached accessory building shall at any time be used as a dwelling unit. The basement portion of a finished home or apartment may be used for a dwelling unit provided it is located in a zone permitting such use and otherwise conforms with the Minnesota State Building Code, as amended.

(6) *Employee dwelling units*. Except as otherwise provided, living quarters within a residence of persons employed on the premises are permitted. Except as otherwise provided, living quarters on business or industrial premises of persons employed on the same premises may be permitted. Said living quarters on business or industrial premises shall require a conditional use permit and may be attached or detached. In any event, adequate off-street parking shall be provided in addition to that amount that would be required if said use were not present.

(7) *Exterior lighting*. Any lights used for exterior illumination shall be directed away from adjacent properties.

(8) *Exterior storage*. Exterior storage shall be permitted when such storage is not contrary to the terms of this chapter, or in violation of other applicable provisions of the City Code. Exterior storage shall be required to be fully screened or fully enclosed by a structure.

(9) *Fences*. Fences are a permitted use in any zoning district, subject to the following.

(a) Fences shall not be located on any property line.

(b) In all residential zones, fences located in front yard setbacks may not exceed 3 feet in height, except as regulated in division (c) of this section. In all other yards, fences shall not exceed 6 feet in height and shall follow the unaltered natural terrain of the land.

(c) Where a lot is located at the intersection of 2 streets, fences shall be no higher than 3 feet for a distance equal to or greater than the front yard setback measured both directions from the corner property pin.

(d) Fences in commercial zoning districts shall not exceed 6 feet in height and shall follow the unaltered terrain of the land.

(e) Fences in industrial zoning districts shall not exceed 8 feet in height. No barbed wire shall be located less than 6 feet from the ground.

(f) All fences shall be constructed and maintained so as not to endanger life or property.

(g) Fences shall not interfere with traffic or pedestrian visibility.

| (h) Except as permitted in 91.20. ~~A~~above ground electrical fences shall only be permitted in industrial zoning districts and shall be installed to all applicable safety standards which apply.

## Buckthorn Grazing Permit

*Complete the following form. Attach a **site plan** outlining specific of the potential grazing including fencing plan, specific area of the property to be grazed, and extent of buckthorn invasion.*

### Property Owner Contact Information\*

Date

Name (First and Last)

Address

City and State

Phone Number

Cell Number

Email Address

*\*In the event that there are multiple property owners applying jointly for a permit, see second page to list information for all involved properties.*

### Property Information

Approximate Acres to be Grazed

Date(s) of Proposed Grazing

Estimated Number of Goats

Signature

Date

### Goat Owner Contact Information

Name of Company/Owner

Address

City and State

Phone Number

Email Address

Name of Contact Person (First and Last)

Phone Number

Email Address

**Property Owner Contact Information\***

Date

Name (First and Last)

Address

City and State

Phone Number

Cell Number

Email Address

**Property Owner Contact Information\***

Date

Name (First and Last)

Address

City and State

Phone Number

Cell Number

Email Address

**Property Owner Contact Information\***

Date

Name (First and Last)

Address

City and State

Phone Number

Cell Number

Email Address

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 17<sup>th</sup> day of August 2020, to hold a public hearing to consider amending City Code Title IX General Regulations, Chapter 91 Animals and Title XV: Land Usage, Chapter 156: Zoning Code related to the use of Animals for Prescribed Grazing. Proposed language and additional information may be obtained at the City Clerk's office by calling 625-4141, or by visiting the City website at [www.northmankato.com](http://www.northmankato.com).

Due to the COVID-19 outbreak, the hearing location will be closed to the public. However, the City has modified the hearing process to ensure that the public is able to monitor the hearing and submit public comment.

The public hearing will be broadcast live on Charter Channel 180, or Consolidated Communications Channel 8.

Public comment may be submitted to the city council via the following methods:

- 1) Written comments/questions may be submitted in writing prior to the public hearing by any of the following methods.
  - a.) By email. Submit your comments/questions to [aprilv@northmankato.com](mailto:aprilv@northmankato.com) no later than 5:00 p.m. on Monday, August 17, 2020.
  - b.) By mail. Submit your comments/questions by mailing to 1001 Belgrade Avenue, North Mankato, MN 56003. Questions/Comments must be received no later than 5:00 p.m. on Monday, August 17, 2020.
  - c.) By physical delivery. Deliver your comments/question by delivering them to the Drop Box at City Hall at 1001 Belgrade Avenue, North Mankato, MN, no later than 3:00 pm on Monday, August 17, 2020.
- 2) Live comment during the public hearing via telephone. Residents desiring to make public comments by telephone during the public hearing must request to be placed on the public hearing agenda. You may do so by calling City Hall (507) 625-4141, emailing [aprilv@northmankato.com](mailto:aprilv@northmankato.com). Please call 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

Written questions submitted prior to the public hearing will be provided to all Council Members.

Dated this 3rd day of August 2020.

April Van Genderen  
City Clerk  
City of North Mankato, Minnesota

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 11D	Dept: Administration	Council Meeting Date: 8/3/20
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<b>TITLE OF ISSUE:</b> Consider Approving the Amended and Restated Public Access, Education, and Government Cable Services Agreement.
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<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> The original agreement (included in packet) signed in 2015, was extended in 2017 for an additional three years. The current agreement terminates on July 31, 2020, enclosed is an amended and restated Public Access, Education, and Government Cable Services Agreement.
<i>If additional space is required, attach a separate sheet</i>

<b>REQUESTED COUNCIL ACTION:</b> Approve the Amended and Restated Public Access, Education, and Government Cable Services Agreement.

<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record:      Aye      Nay _____      _____ Oachs _____      _____ Whitlock _____      _____ Steiner _____      _____ Norland _____      _____ Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <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 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)      Agreement _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution	Ordinance	Contract	Minutes	Map							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

<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: _____
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**AMENDED AND RESTATED  
PUBLIC ACCESS, EDUCATION, AND GOVERNMENT CABLE SERVICES  
AGREEMENT**

THIS AGREEMENT made effective the \_\_\_\_\_, 2020, by and between the CITY OF MANKATO, MINNESOTA, a municipal corporation and the CITY OF NORTH MANKATO, MINNESOTA, a municipal corporation (hereinafter referred to collectively as the "Cities") and BETHANY LUTHERAN COLLEGE INC., a Minnesota nonprofit corporation (hereinafter referred to as the "Contractor") for the purpose of conducting and operating PUBLIC ACCESS, EDUCATION, AND GOVERNMENT CABLE SERVICES. The Cities and the Contractor may be referred to collectively as the "Parties" or singularly as a "Party."

WHEREAS, the Cities jointly desire to continue to offer public access, education, and government cable services to the public.

WHEREAS, the Contractor will carry out the programming and operations of the public access, education, and government cable channels.

WHEREAS, the Cities and the Contractor fulfilled the term of the original agreement and seek to jointly continue providing public access, education, and government cable services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. TERM. The term of this Agreement shall be for three years from the date of commencement with successive options to renew. Either party may terminate this agreement at any time during the initial term or any successive term by providing six months written notice to the other parties.
  
2. PAYMENT/BUDGET/VERIFICATION. The Contractor shall submit a bill quarterly to the City of Mankato and the City of North Mankato for operating services rendered. The quarterly rate for the first three years of the agreement will be \$46,500 of which \$34,875 will be billed to the City of Mankato and \$11,625 will be billed to the City of North Mankato. Each quarterly payment will identify the amount of money reimbursed to Bethany for operations and the amount of money

reimbursed to Bethany for capital outlay associated with community access equipment.

In addition to the operating services charged to the Cities, capital costs in the amount of \$42,000 will be billed by the Contractor to the Cities during the term of the agreement for costs associated with acquisition, maintenance, or upgrades, to equipment or structures needed to provide public access, education, and government cable services. Of the \$42,000, \$31,500 will be billed to the City of Mankato and \$10,500 will be billed to the City of North Mankato. Any additional capital costs will be reviewed prior to purchase throughout the contract term.

3. Upon request, the Contractor shall provide the Cities with a copy of the Contractor's quarterly financial statements related to this Agreement, showing quarterly, year-to-date, and budget figures, properly itemized into three categories (personnel/operational expenses/other services/capital costs) specifically for the Services.

4. SERVICES RENDERED BY CONTRACTOR. The Contractor shall furnish the following services (the "Services"):

- Provide space and facilities for the Public Access, Education, and Government Cable services.
- Schedule, and Operate, the Public Access, Education, and Government cable channels and the KTV website.
- Streaming and production of City Council meetings and MAPS meetings is produced by the Cities. KTV "airs" the meetings on cable television and follows along with the city council meeting schedule to make sure meetings air live on KTV and subsequent re-airs. KTV assures their website can accommodate live stream and on-demand content.
- Produce KTV content for KTV as requested by the Cities communication team(s). Such videos may include but are not limited to the following:
  - City Operated/Sponsored Events: live recording of community events (i.e. North Mankato Parade, etc.).
  - Other events and topics of interest to the public and cities as determined by the Cities.



- Other videos the “Cities” request to be produced for in-house uses only will be quoted and invoiced by ‘BLC Studios.’
- Through the City of Mankato’s communication partnership with Mankato Area Public Schools, a limited number of videos may also be produced for Mankato Area Public Schools.
- Produce podcasts for the Cities. Through the City of Mankato’s communication partnership with Mankato Area Public Schools, podcasts may also be produced for Mankato Area Public Schools.
- Make available a minimum of 120 hours of public access studio time within the Contractor’s facilities or other suitable facilities at the discretion of Contractor to individuals and organizations (members) registered with Contractor.
- Create a KTV internship program based on best timing and communication team needs. KTV will provide interns with training, hands-on guidance in all things video related to the internship. Qualifying students must have taken the Contractor’s introductory media courses and must be a Media Arts or Communications major. Potential candidates will be interviewed. Any interns hired by the Cities would be paid for by the Cities separately from this contract.

5. PROPERTY/SERVICES RENDERED BY THE CITIES. The Cities shall provide the following property and services:

- Maintain, and be solely responsible for the cost of, any licenses, broadcast rights, or other permits required by the FCC, its successors in responsibility, or any other governmental organization associated with the Public Access, Education, and Government Cable channels.
- Develop and implement a policy regarding discriminatory, racist, or obscene videos on Public Access, Education, and Government Cable channels.

6. CHANNEL SERVICE. Channel time shall be made available for access to any community member, group or organization on a first-come, first-serve, non-discriminatory basis. When competing claims for the same channel time arise, the priority shall be resolved by the Contractor which may take community interest and project feasibility into account. The priority shall be resolved by the

Cities if it is alleged that the Contractor has engaged in discrimination in violation of federal or state law.

7. TECHNOLOGY AND EQUIPMENT. All equipment, fiber and technology provided by the Cities (the "City Equipment") shall be the property of the Cities. It is agreed and understood by the Parties that the title to, and all incidents of ownership in, the City Equipment, any subsequent replacement or upgrades, and improvements or expansions thereof shall remain in the Cities and shall be the absolute property of said Cities during the term of this Agreement. Under no circumstances is Contractor responsible for any licenses, broadcast rights, or other permits required by the FCC, its successors in responsibility, or any other governmental organization associated with the Public Access, Education, and Government Cable channels. It is further agreed and understood that the operation of the City Equipment and employment of personnel therefore shall be in the full charge of the Cities.

If this Agreement is terminated for any reason and the Cities do not desire to retain the City Equipment, the Contractor shall have the right of first refusal to purchase the City Equipment at a price equal to the amount remaining to be depreciated on the depreciation schedule of the City Equipment. The right of first refusal may be exercised by written notice to the Cities within 90 days after the Cities notify the Contractor of the desire to relinquish ownership of the City Equipment. In the event Contractor exercises the right of first refusal, the Cities agree to cooperate in the transfer of title to City Equipment wherever located.

8. HOLD HARMLESS. Any and all employees of the Contractor while engaged in the performance of any services required by the Contractor under this Agreement, shall not be considered employees of either City, and any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees or other person while so engaged, and any and all claims made by the third party as a consequence of any act or

omission on the part of the Contractor, or its agents or employees or other person while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or the responsibility of either City.

Cities shall indemnify and hold harmless Contractor, its Officers, agents, and employees from any and all claims, demands, investigations, actions, or causes of action arising out of any violation, or alleged violation, of FCC rules, regulations, or guidelines. Cities shall indemnify, save and hold harmless the Contractor from any and all loss or damage to any property incurred by the Contractor by reason of any act or omission on the part of the Cities, their agents or employees, in connection with the construction or operation and maintenance of the City Equipment, unless the same shall be due to the negligence of the Contractor, its agents or employees.

9. DISCRIMINATION. The Contractor in providing the Services shall comply with the provisions of Minnesota Statutes Section 181.59 as incorporated in this Agreement as though set forth in its entirety, and the Contractor in providing the Services shall not discriminate against any person on the basis of race, creed or color.
10. INSURANCE. The Contractor shall carry insurance to cover its employees and agents while performing the Services. Such insurance shall provide comprehensive general liability and property damage coverage to the Contractor and its employees and agents in such amounts as will equal the applicable limits of liability to which the Cities may be held pursuant to State Statute as the same may be amended from time to time. The Contractor shall also carry worker's compensation as required by Minnesota Statutes Section 176.182 and provide the Cities with proof of compliance with Section 176.182 before commencing to provide Services hereunder.
11. DEFAULT. The following shall be "Events of Default" under this Agreement and

the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- a. Failure of the Contractor to provide the Services described in Paragraph 4.
- b. Failure of the Contractor to maintain the insurance described in Paragraph 10.
- c. Failure of the Cities to provide the property and services described in Paragraph 5.
- d. Failure of the Cities to provide and maintain the City Equipment described in Paragraph 7.
- e. Failure of the Cities to timely pay Contractor for Services in accordance with Paragraph 2.

Whenever any Event of Default referred to this Paragraph occurs and is continuing, the Party alleging the Event of Default occurred (the "Non-breaching Party"), as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the opposing Party or Parties (the "Breaching Party"), but only if the Event of Default has not been cured within said thirty (30) days, provided, however, that if such Event of Default is by its nature incapable of cure within thirty (30) days if the Breaching Party provides to the Non-breaching Party evidence, reasonably acceptable to the Non-breaching Party, that the Event of Default will be cured and will be cured as soon as reasonably possible, then the Non-breaching Party shall have such additional time as is reasonably necessary to cure such Event of Default but only so long as the Breaching Party is diligently pursuing such cure.

- a. The Non-breaching Party may suspend its performance under this Agreement until it receives assurances from the Breaching Party, deemed adequate by the Non-breaching Party, that the Breaching Party will cure its default and continue its performance under this Agreement.
- b. The Non-breaching Party may take any action, including legal or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Breaching Party under this Agreement. Any action for specific performance must be commenced within one (1) year of the Event of Default.

c. The Non-breaching Party may terminate this Agreement.

12. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the Non-breaching Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

13. NO IMPLIED WAIVER. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

14. LAWS. The Contractor will comply with all applicable federal, state and local laws in the performance of its obligations hereunder. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of Minnesota, without regards to conflict of laws principles.

15. INTEGRATION. This document is fully integrated, embodying the entire Agreement between the parties.

16. NOTICE. Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the Cities:	City of Mankato
	Attn: City Manager
	10 Civic Center Plaza
	P.O. Box 3368

Mankato, MN 56002-3368

CC:

City of North Mankato  
Attn: City Administrator  
1001 Belgrade Avenue  
North Mankato, MN 56003

If to Contractor:

Bethany Lutheran College, Inc.  
Attn: President  
700 Luther Drive  
Mankato, MN 56001

17. CONTRACTOR'S MISSION. Nothing within this Agreement shall prevent the Contractor from abiding by its mission and commitment to the teachings of the Bible as set forth in the Lutheran Confessions.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of \_\_\_\_\_, 2020, on the dates below given.

City of Mankato

\_\_\_\_\_  
Patrick Hentges, City Manager

\_\_\_\_\_  
Date

City of North Mankato

\_\_\_\_\_  
John Harrenstein, City Administrator

\_\_\_\_\_  
Date

Bethany Lutheran College, Inc.

\_\_\_\_\_  
Gene Pfeifer, President

\_\_\_\_\_  
Date



September 8, 2017

Mr. Patrick Hentges  
City Manager  
PO Box 3368  
Mankato, MN 56002

Mr. John Harrenstein  
City Administrator  
1001 Belgrade Avenue  
North Mankato, MN 56003

Dr. Gene Pfeiffer  
President  
700 Luther Dr.  
Mankato, MN 56001

***RE: Renewal of agreement to operate Public Access, Education, and Grant services***

This letter serves as formal notification that the Cities of Mankato and North Mankato desire to exercise the option to renew the public access, education, and government cable services agreement, established through joint resolution, for operation by Bethany Lutheran College, and that Bethany Lutheran College agrees. The desired renewal period is for an additional three years, with the renewal period running from August 1, 2017 (immediately following the expiration of the current agreement period) through July 31, 2020.

As per the enacting resolution, funding is paid directly by each City and calculated on a per capita funding model based on the State Demographer's previous year municipality population estimate. Bethany College will provide a proposed budget annually by September 1.

Upon signature of all parties, an original copy will be provided for your files. Any mid-term changes to the agreement can be made by executing an amendment via joint resolution.

Patrick Hentges, City Manager, City of Mankato

9/13/17

Date

John Harrenstein, City Administrator, City of North Mankato

9/11/2017

Date

Gene Pfeiffer, President, Bethany Lutheran College

9/20/2017

Date

Enclosure

## **PUBLIC ACCESS, EDUCATION, AND GOVERNMENT CABLE SERVICES AGREEMENT**

THIS AGREEMENT made effective the 1<sup>st</sup> day of August, 2014, by and between the CITY OF MANKATO, MINNESOTA, a municipal corporation and the CITY OF NORTH MANKATO, MINNESOTA, a municipal corporation (hereinafter referred to collectively as the "Cities") and BETHANY LUTHERAN COLLEGE INC., a Minnesota nonprofit corporation (hereinafter referred to as the "Contractor") for the purpose of conducting and operating PUBLIC ACCESS, EDUCATION, AND GOVERNMENT CABLE SERVICES. The Cities and the Contractor may be referred to collectively as the "Parties" or singularly as a "Party."

WHEREAS, the Cities jointly desire to continue to offer public access, education, and government cable services to the public.

WHEREAS, the Contractor will carry out the programming and operations of the public access, education, and government cable channels.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. TERM. The term of this Agreement shall be for three years from the date of commencement with successive options to renew. Either party may terminate this agreement at any time during the initial term or any successive term by providing six months written notice to the other parties
2. PAYMENT/BUDGET/VERIFICATION. The Cities shall pay the Contractor, in equal quarterly installments (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>). The first payment in October of 2014 shall be prorated to the date Bethany assumes actual operation of the services. Each quarterly payment will identify the amount of money reimbursed to Bethany for operations and the amount of money reimbursed to Bethany for capital outlay associated with community access equipment.
3. The Contractor shall provide the Cities a proposed budget annually by



September 1 of each year for a calendar fiscal year operating period of January 1- December 31 to be reviewed and approved by the City Council of Mankato and North Mankato as part of the annual budget process. Such budget shall detail with specificity the uses to which payments received shall be spent to provide the Services. After approval, no modification shall be made in such budget without prior consent of the Cities. The Contractor shall provide the Cities with a copy of the Contractor's monthly financial statements related to this Agreement, showing monthly, year-to-date, and budget figures, properly itemized specifically for the Services.

Year	Payment
2014 (August - December)	Operations: \$31,533.33
2015	Operations: \$126,000, Capital: \$43,000 (Invoiced Quarterly)
2016	Operations: \$126,000, Capital: \$43,000 (Invoiced Quarterly)
2017	TBD

4. SERVICES RENDERED BY CONTRACTOR. The Contractor shall furnish the following services (the "Services"):

- Provide space and facilities for the Public Access, Education, and Government Cable services.
- Schedule, Operate, and Develop Content for Public Access, Education, and Government cable channels along with the Cities' websites and social media.
- Schedule and accommodate live streaming or recording of public meetings upon 30 days' advance notice by the Cities.
- Produce videos in accordance with an annual work plan cooperatively developed by the Parties no later than November 1 for the following year's production. Such videos may include but are not limited to the following:
  - Community Hot Spots: short videos focusing on community assets (i.e. Sibley Park, Caswell Park, etc.)
  - City Updates: timely topics to educate the community about city happenings and service levels, which may be specific to each city or

which may involve both cities (i.e. street reconstruction, refuse service, snow plowing, etc.)

- City Operated/Sponsored Events: live recording of community events (i.e. North Mankato Parade, etc.).
- Other events of interest to the public and cities as determined by the cities
- Provide training for Library staff and create a tutorial guide for users regarding video editing tools to be placed at computer stations at the North Mankato Library and Blue Earth County Library.
- Make available a minimum of 120 hours of public access studio time within the Contractor's facilities or other suitable facilities at the discretion of Contractor to individuals and organizations registered with Contractor.
- Provide the Cities with an annual report outlining the service outcomes of the Public Access, Education, and Government channels.

5. PROPERTY/SERVICES RENDERED BY THE CITIES. The Cities shall provide the following property and services:

- Facilitate, and be solely responsible for the cost of, the relocation of Public Access, Education, and Government Cable services and equipment to Contractor's facilities. All relocation costs and invoices incurred by Contractor will be reimbursed by the Cities upon receipt of valid expenditures.
- Notify Contractor, at least 30 days in advance, of community events and meetings which Cities desire to be streamed or recorded live.
- Provide computer stations at the North Mankato Library and Blue Earth County Library for public access to video editing tools.
- Install and provide fiber, technology, and reasonably necessary equipment in accordance with Paragraph 7.
- Maintain, and be solely responsible for the cost of, any licenses, broadcast rights, or other permits required by the FCC, its successors in responsibility, or any other governmental organization associated with the Public Access, Education, and Government Cable channels.
- Develop and implement a policy regarding discriminatory, racist, or obscene videos on Public Access, Education, and Government Cable channels.

6. CHANNEL SERVICE. Channel time shall be made available for access to any community member, group or organization on a first-come, first-serve, non-discriminatory basis. When competing claims for the same channel time arise,

the priority shall be resolved by the Contractor which may take community interest and project feasibility into account. The priority shall be resolved by the Cities if it is alleged that the Contractor has engaged in discrimination in violation of federal or state law.

7. TECHNOLOGY AND EQUIPMENT. All equipment, fiber and technology provided by the Cities (the "City Equipment") shall be the property of the Cities. It is agreed and understood by the Parties that the title to, and all incidents of ownership in, the City Equipment, any subsequent replacement or upgrades, and improvements or expansions thereof shall remain in the Cities and shall be the absolute property of said Cities during the term of this Agreement. Under no circumstances is Contractor responsible for any licenses, broadcast rights, or other permits required by the FCC, its successors in responsibility, or any other governmental organization associated with the Public Access, Education, and Government Cable channels. It is further agreed and understood that the operation of the City Equipment and employment of personnel therefore shall be in the full charge of the Cities.

If this Agreement is terminated for any reason and the Cities do not desire to retain the City Equipment, the Contractor shall have the right of first refusal to purchase the City Equipment at a price equal to the amount remaining to be depreciated on the depreciation schedule of the City Equipment. The right of first refusal may be exercised by written notice to the Cities within 90 days after the Cities notify the Contractor of the desire to relinquish ownership of the City Equipment. In the event Contractor exercises the right of first refusal, the Cities agree to cooperate in the transfer of title to City Equipment wherever located.

8. HOLD HARMLESS. Any and all employees of the Contractor while engaged in the performance of any services required by the Contractor under this Agreement, shall not be considered employees of either City, and any and all claims that may or might arise under the Workers Compensation Act of the State

of Minnesota on behalf of said employees or other person while so engaged, and any and all claims made by the third party as a consequence of any act or omission on the part of the Contractor, or its agents or employees or other person while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or the responsibility of either City.

Cities shall indemnify and hold harmless Contractor, its Officers, agents, and employees from any and all claims, demands, investigations, actions, or causes of action arising out of any violation, or alleged violation, of FCC rules, regulations, or guidelines. Cities shall indemnify, save and hold harmless the Contractor from any and all loss or damage to any property incurred by the Contractor by reason of any act or omission on the part of the Cities, their agents or employees, in connection with the construction or operation and maintenance of the City Equipment, unless the same shall be due to the negligence of the Contractor, its agents or employees.

9. DISCRIMINATION. The Contractor in providing the Services shall comply with the provisions of Minnesota Statutes Section 181.59 as incorporated in this Agreement as though set forth in its entirety, and the Contractor in providing the Services shall not discriminate against any person on the basis of race, creed or color.

10. INSURANCE. The Contractor shall carry insurance to cover its employees and agents while performing the Services. Such insurance shall provide comprehensive general liability and property damage coverage to the Contractor and its employees and agents in such amounts as will equal the applicable limits of liability to which the Cities may be held pursuant to State Statute as the same may be amended from time to time. The Contractor shall also carry worker's compensation as required by Minnesota Statutes Section 176.182 and provide the Cities with proof of compliance with Section 176.182 before commencing to provide Services hereunder.

11. DEFAULT. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- a. Failure of the Contractor to provide the Services described in Paragraph 0.
- b. Failure of the Contractor to maintain the insurance described in Paragraph 10.
- c. Failure of the Cities to provide the property and services described in Paragraph 5.
- d. Failure of the Cities to provide and maintain the City Equipment described in Paragraph 7.
- e. Failure of the Cities to timely pay Contractor for Services in accordance with Paragraph 3.

Whenever any Event of Default referred to this Paragraph occurs and is continuing, the Party alleging the Event of Default occurred (the "Non-breaching Party"), as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the opposing Party or Parties (the "Breaching Party"), but only if the Event of Default has not been cured within said thirty (30) days, provided, however, that if such Event of Default is by its nature incapable of cure within thirty (30) days if the Breaching Party provides to the Non-breaching Party evidence, reasonably acceptable to the Non-breaching Party, that the Event of Default will be cured and will be cured as soon as reasonably possible, then the Non-breaching Party shall have such additional time as is reasonably necessary to cure such Event of Default but only so long as the Breaching Party is diligently pursuing such cure.

- a. The Non-breaching Party may suspend its performance under this Agreement until it receives assurances from the Breaching Party, deemed adequate by the Non-breaching Party, that the Breaching Party will cure its default and continue its performance under this Agreement.
- b. The Non-breaching Party may take any action, including legal or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of

c. The Non-breaching Party may terminate this Agreement.

- If to the Cities: City of Mankato  
Attn: City Manager  
10 Civic Center Plaza

P.O. Box 3368  
Mankato, MN 56002-3368

CC:

City of North Mankato  
Attn: City Manager  
1001 Belgrade Avenue  
North Mankato, MN 56003

If to Contractor:

Bethany Lutheran College, Inc.  
Attn: President  
700 Luther Drive  
Mankato, MN 56001

17. CONTRACTOR'S MISSION. Nothing within this Agreement shall prevent the Contractor from abiding by its mission and commitment to the teachings of the Bible as set forth in the Lutheran Confessions.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of August 1, 2014. on the dates below given.

City of Mankato

  
Patrick Hentges, City Manager


5/7/15  
Date

City of North Mankato

  
John Harrenstein, City Administrator

5/6/15  
Date

Bethany Lutheran College, Inc.

  
Daniel R. Bruss, President  
(80278282, 1)

4/1/15  
Date

Public Access, Education, and Government Cable Services