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 August 17, 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 p.m., asking that everyone join in the Pledge of Allegiance. The following were present remotely through Zoom for roll call: Council Members Whitlock, Oachs and Steiner, City Attorney Kennedy, Finance Director McCann, 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. 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: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Approval Council Minutes from the August 3, 2020, Council Meeting.

Council Member Norland moved, seconded by Council Member Oachs, to approve the minutes of the Council meeting of August 3, 2020. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Approval of Council Work Session Minutes from the August 10, 2020, Council Work Session.

Council Member Oachs moved, seconded by Council Member Norland, to approve the minutes of the Council Work Session Meeting of August 10, 2020. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Public Hearing, 7 p.m., Hearing on Annexation of 5 Acres of Land Owned by Ronald W. Enzenaur and Linda L. Cattrysse into the City of North Mankato.

City Administrator Harrenstein reported the 5 acres is located adjacent to the 120 acres that were just annexed into the City and will be developed into The Waters Subdivision (formerly known as Prairie Heights subdivision). The property has a house and outbuilding that are unoccupied.

Mr. Ronald Enzenauer spoke and requested the annexation be completed after he receives his final payment from R.Henry on October 1, 2020. R. Henry is the development company that is developing the Waters Subdivision and is purchasing the 5-acres to continue the development. City Administrator Harrenstein stated the City could wait to finish the annexation process until after the finalization of the sale.

With no one else appearing before Council, the Mayor closed the public hearing.

Public Hearing, 7 p.m. 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.

With no one appearing before Council, the Mayor closed the public hearing.

Consent Agenda

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

A. Bills and Appropriations.

- B. Res. No. 66-20 Approving Donations/Contributions/Grants.
- C. Approved Audio Permit for the 1024 North River Drive for a Picnic on September 19, 2020, from 5:00 p.m. to 8:00 p.m.
- D. Res. No. 70-20 Setting a Public Hearing on the Proposed Vacation of Newcastle Drive.
- E. Res. No. 67-20 to Restrict the Deeds for Bluff Park.
- F. Res. No. 68-20 Waiving a Waiting Period for Exemption from Lawful Gambling License for Holy Rosary Church.

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

Public Comments Concerning Business Items on the Agenda None.

Business Items

Ordinance No. 130, Fourth Series an Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County, Minnesota Pursuant to Minnesota Statutes 414.033 Subdivision 2 (2), Permitting Annexation by Ordinance.

Council Member Steiner moved, seconded by Council Member Norland to Adopt Ordinance No. 130, Fourth Series an Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County, Minnesota Pursuant to Minnesota Statutes 414.033 Subdivision 2 (2), Permitting Annexation by Ordinance. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Ordinance No. 131, Fourth Series an Ordinance of the City of North Mankato, Minnesota Amending North Mankato City Code, Chapter 91.04, Entitled "Farm Animals" and Adding Chapter 91.20, Entitled "Prescribed Grazing of Noxious and Invasive Vegetation."

Mayor Dehen reported that Council Member Norland visited two properties that goats had been used to remove noxious weeds. He commented that Matt Goettl, who runs a goatherd, spoke to them about the process. Goats are placed on the property for 5 or 6 days and then moved. The goats ate vegetation but did not denude the property due to the brevity of time they are allowed to stay on the property. Council Member stated she was satisfied that the goats would remove the buckthorn and appreciated the fact that poisonous herbicides would not be used. A discussion was briefly held concerning the establishment of a fee, but it was decided to determine a fee at a later Council meeting. Council Member Whitlock requested clarification on the oversite of the area by City staff. City Administrator Harrenstein reported the City would conduct pre-site visits, during site visits, and postsite visits to ensure compliance with the ordinance and to review the progress. Council Member Oachs requested clarification on when the goats could be grazing. Mayor Dehen commented that Mr. Goettl suggested goat use two times a year for five to six days at a time to maximize the death of the noxious weeds. He states the timeframe for use would be approximately six months out of the year. Council Member Oachs questioned if there would be concern over odor. Mayor Dehen reported the goats would only be on the property for 5 to 6 days, and the goat droppings were pelletized like a deer, and little odor would emanate.

Council Member Steiner moved, seconded by Council Member Norland to Adopt Ordinance No. 131, Fourth Series an Ordinance of the City of North Mankato, Minnesota Amending North Mankato City Code, Chapter 91.04, Entitled "Farm Animals" and Adding

Chapter 91.20, Entitled "Prescribed Grazing of Noxious and Invasive Vegetation." Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Ordinance No. 131, Fourth Series an Ordinance of the City of North Mankato, Minnesota Amending North Mankato City Code, Chapter 156, Entitled "Zoning Code."

City Clerk Van Genderen reported Ordinance 131 is to complete the ordinance changes to allow the use of animals for prescribed grazing. Two ordinances needed to be made as two separate chapters were amended.

Council Member Steiner moved, seconded by Council Member Norland to Adopt Ordinance No. 131, Fourth Series an Ordinance of the City of North Mankato, Minnesota Amending North Mankato City Code, Chapter 156, Entitled "Zoning Code." Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Res. No. 69-20 Providing for the Issuance and Sale of \$3,400,000 General Obligation Improvement Bonds, Series 2020B, Pledging for the Security Thereof Special Assessments and Levying a Tax for the Payment Thereof.

City Administrator Harrenstein introduced North Mankato's Bond Counsel Tammy Omdal from Northland Securities. Ms. Omdal appeared before Council and reported the City went out and received a bond rating from S&P, which confirmed the cities AA rating. She reported six bids were received at the following:

received at the reme wing.			
Bidder	Purchase Price	NET Interest Cost	True Interest Cost
Country Club Bank	\$3,499,874.45	\$296,272.22	0.9944374%
Prairie Village KS			
Syndicate: Pioneer Bank			
Piper Sandler & Co.	\$3,479,136.85	\$320,074.16	1.0784822%
Minneapolis, MN			
FHN Capital Markets	\$3,479,216.65	\$323,370.68	1.0893731%
Memphis, TN			
Robert W. Baird & Co., Inc.	\$3,473,714.85	\$330,523.64	1.1145515%
Milwaukee, WI			
Truist Securities, Inc.	\$3,535,158.20	\$371,981.01	1.2399248%
Nashville, TN			
Raymond James &	\$3,466,892.45	\$389,947.52	1.3107046%
Associates, Inc.			
Memphis, TN			

Ms. Omdal noted that the City also received a call from the underwriters, and North Mankato sold well on the market. All of the hard work is paying off.

Council Member Norland moved, seconded by Council Member Steiner, to Adopt Res. No. 69-20 Providing for the Issuance and Sale of \$3,400,000 General Obligation Improvement Bonds, Series 2020B, Pledging for the Security Thereof Special Assessments and Levying a Tax for the Payment Thereof. Vote on the motion: Whitlock, Steiner, Norland, Oachs, and Dehen aye; no nays. Motion carried.

Open Forum

None.

City Administrator and Staff Comments

City Administrator Harrenstein thanked citizens for their patience with the swim facility closure and reported the facility would fully reopen on August 22, 2020.

Public Works Director Host reported Monroe Avenue is moving forward the curb and gutter and asphalt will follow soon. Howard Drive is partially paved, and surveying is beginning for Countryside Drive.

Finance Director McCann reported staff is planning on presenting a broad overview of the budget at the next Council Work Session.

Mayor and Council Comments

Council Member Oachs requested an update on fall clean-up. City Administrator Harrenstein commented that the topic could be addressed at the next Council Work Session, which will allow City staff to prepare scenarios.

Council Member Steiner requested mitigation for hillside/bluff erosion. He stated there is concern that some residents are running their sump pump water over the side of the bluff. City Administrator Harrenstein reported the bluffs had been a discussion at the Tuesday development meetings, and Public Works Director Host and himself have personally climbed the bluffs. Incorrect sump pump drainage was discovered, and Public Works Director Host has contacted the homeowner concerning mitigation. Further discussion was held, and City Administrator Harrenstein commented that at a future Work Session, a presentation would be given providing information on the bluffs and mitigation. He noted that the problem might be outside the City's control. A discussion was held concerning continued public education concerning the correct disposal of sump pump and downspout drainage. City Administrator Harrenstein commented that the City recently completed \$800,000 for the Northridge ravine improvements, and a Ravine Maintenance Plan is in place. Council Member Norland encouraged the decimation of ravine erosion best practices. Attorney Kennedy reported he would look into assessment districts for ravines.

Council Member Whitlock commented that the interest rate is excellent and thanked the staff for their direction.

Council Member Whitlock reported he recently requested a two-year water meter readout. He had a new automatic water meter installed. He reported an average monthly savings of \$11.00 and encouraged residents to update their meters.

Council Member Whitlock requested staff to create a food truck ordinance for review. He stated he would like to restrict where food trucks can park to help protect the local businesses. He noted the food trucks should not be able to park within 1000 feet of a business that sells food or alcohol.

At 7:46 p.m. on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned to closed session to discuss labor negotiations.

	Mayor	
City Clerk		

The Free Press THE LAND MEDIA

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: 08/21/20, 09/01/20, 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:

abcdefghijklmnopgrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 144.20.

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.

Steve Jameson, Publisher

Sworn to and subscribed before me, this day 09/01/2020

Public Notice
August 21, 2020;
September 01, 2020
CITY OF NORTH MANKATO
COUNTY OF NICOLLET
STATE OF MINNESOTA
NOTICE OF PUBLIC HEARING
ON VACATION OF NEWCASTLE DRIVE PURSUANT TO
MINNESOTA STATUTE \$412.851
NOTICE IS HEREBY GIVEN
that a hearing will be held before the City Council of North Mankato on the 8th day of September 2020, in the City Hall located at 1001 Belgrade Avenue at 7:00 pm to consider a proposed vacation to consider a proposed vacation of Newcastle Drive legally described as:
All that part of Newcastle Drive

located south of Coventry Lane as dedicated in the Charles Klin-

as dedicated in the Charles Klingel Subdivision.

Due to the COVID-19 outbreak, the hearing location will be closed to the public. However, the City has modified the hearing process that the public control of the con 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

Public comment may be submit-ted to the city council via the following methods:
1) Written comments/questions

may be submitted in writing pri-or to the public hearing by any of

the following methods.

a.) By email. Submit your comments/questions to aprilv@ northmankato.com no later than 5:00 p.m. on Tuesday, September 8, 2020.

b.) By mail. Submit your comments/questions by mailing to 1001 Belgrade Avenue, North to 1001 Belgrade Avenue, North Mankato, MN 56003. Questions/ Comments must be received no later than 5:00 p.m. on Tuesday, September 8, 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 Tuesday, September 8, 2020.

tember 8, 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 aprily@northnankoto.com. Please call 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

3) Written questions submitted

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

Dated this 17th day of August 2020. SIGNED BY: /s/April Van Genderen City Clerk





City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 9-8-20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AI						
00416	1st LINE/LEEWES VENTURES LLC	09/08/2020	Regular	0	369.25	93264
00072	ANCOM COMMUNICATIONS	09/08/2020	Regular	0	309.00	93265
03401	ANDERSON, SCOTT	09/08/2020	Regular	0	392.00	93266
03389	ANTHONY, ALONZO	09/08/2020	Regular	0	294.00	93267
03261	AP DESIGN (AWARDS PLUS INC)	08/28/2020	Regular	0	1,460.99	93169
03390	APFELBACHER, DALLAS	09/08/2020	Regular	0	224.00	93268
03363	BAKKE, BENTON	09/08/2020	Regular	0	89.25	93207
00121	BASTIAN, BERNARD	09/08/2020	Regular Regular	0	105.00 173.25	93208 93209
02883 00136	BAUER, KATHLEEN	09/08/2020 08/28/2020	Regular	0	168.00	93170
03391	BENCHS BICKELL SCOTT	09/08/2020	Regular	0	294.00	93269
03228	BICKELL, SCOTT BICKETT, WILLIAM	09/08/2020	Regular	0	70.88	93210
02169	BLUE LINE SHARPENING & SALES	08/28/2020	Regular	0	35.00	93171
02533	BLUE STAR POWER SYSTEMS, INC.	08/17/2020	Regular	0	731.50	93139
03402	BRANDT, JACK	09/08/2020	Regular	0	350.00	93270
03387	BRIDGES ADVISORY COMMITTEE	08/28/2020	Regular	0	100.00	93172
03379	BROSKOFF, ANNE	09/08/2020	Regular	0	91.88	93211
03364	BUCK, DANNELLE	09/08/2020	Regular	0	105.00	93212
02414	BULLERT, DAVID	09/08/2020	Regular	0	105.00	93213
03091	CASEY, MICHAEL	09/08/2020	Regular	0	336.00	93271
00229	CASEY'S GENERAL STORES, INC.	08/20/2020	Regular	0	69.29	93144
00232	CEMSTONE CONCRETE MATERIALS, LLC	08/28/2020	Regular	0	401.00	93173
03375	CHAVEZ, LOURDES	09/08/2020	Regular	0	89.25	93214
02757	CINTAS	08/28/2020	Regular	0	152.21	93174
02757	CINTAS	09/08/2020	Regular	0	102.47	93272
00320	DAIRY QUEEN WEST	08/28/2020	Regular	0	325.00	93175
02881	DATE, JUDITH	09/08/2020	Regular	0	105.00	93215
03403	DEFORD, DIRK	09/08/2020	Regular	0	350.00	93273
02878	DEHEN, HELEN	09/08/2020	Regular	0	105.00	93216
00344	DIAMOND VOGEL PAINT CENTER	08/28/2020	Regular	0	20.40	93176
00344	DIAMOND VOGEL PAINT CENTER	09/08/2020	Regular	0	527.00	93274
03372	DINSMORE, KRISTA	09/08/2020	Regular	0	89.25	93217
03370	DOYLE, CHRISTINE	09/08/2020	Regular	0	89.25	93218
00364	DRUMMER'S GARDEN CENTER & FLORAL	09/08/2020	Regular	0	5.00	93275
03156	DVS RENEWAL	08/20/2020	Regular	0	14.25	93146
03156	DVS RENEWAL	08/20/2020	Regular	0	14.25	93147
03392	ECKERT, LEE	09/08/2020	Regular	0	252.00	93276
03404	EICHHORN, RON	09/08/2020	Regular	0	448.00	93277
03393	EISENBEIS, BRAD	09/08/2020	Regular	0	210.00	93278
00380	ELECTRIC PUMP, INC.	08/28/2020	Regular	0	600.00	93177
03394	ELLENZ, MIKE	09/08/2020	Regular	0	336.00	93279
00399	ETZELL, KAREN	09/08/2020	Regular	0	105.00	93219
00404	FASTENAL COMPANY	08/28/2020	Regular	0	118.42	93178
00409	FERGUSON ENTERPRISES, INC	09/08/2020	Regular	0	164.97	93280
03361	FISHER, HEATHER	09/08/2020	Regular	0	89.25	93220
00432	FLEETPRIDE	08/28/2020	Regular	0	492.91	93179
00461	G & K RENTAL	08/28/2020	Regular	0	155.40	93180
00465	GALE/CENGAGE LEARNING	08/28/2020	Regular	0	23.20	93181
00508	GREEN TECH RECYCLING, LLC	08/28/2020	Regular	0	578.50	93182
03368	HALSTEAD, CRYSTAL	09/08/2020	Regular	0	105.00	93221
03377	HALSTEAD, MITCHELL	09/08/2020	Regular	0	105.00	93222
00524	HALSTEAD, WILLIAM	09/08/2020	Regular	0	201.25	93223
03374	HANEL, BRENDA	09/08/2020	Regular	0	89.25	93224
02879	HANSON, MAE	09/08/2020	Regular	0	173.25	93225
00540	HAYES, PAM	09/08/2020	Regular	0	392.00	93281
02880	HILLESHEIM, STACY	09/08/2020	Regular	0	91.88	93226
00566	HIRVELA, JAMES	09/08/2020	Regular	Ü	89.25	93227

03395	HOFFMAN, RAYEANN	09/08/2020	Regular	0	28.00	93282
02415	HOHERTZ, SHARON	09/08/2020	Regular	0	89.25	93228
00577	HOLTMEIER CONSTRUCTION	08/20/2020	Regular	0	131,901.56	93148
00579	HOOEY, PATRICIA	09/08/2020	Regular	0	91.88	93229
03362	HOPKINS, NANCY	09/08/2020	Regular	0	68.25	93230
00590	HUDSON, DAVID	09/08/2020	Regular	0	207.00	93231
00595	HY-VEE, INC.	08/21/2020	Regular	0	198.78	93156
02597	INTERNET CONNECTIONS, INC	08/28/2020	Regular	0	100.00	93183
02597	INTERNET CONNECTIONS, INC	09/08/2020	Regular	0	200.00	93283
03365	JENSEN, MARGIE	09/08/2020	Regular	0	94.50	93232
00639 03232	KIBBLE EQUIPMENT LLC	09/08/2020 09/08/2020	Regular Regular	0	740.97 84.00	93284 93233
00704	KIM, EMILY KLUTE, SUSAN	09/08/2020	Regular	0	207.00	93234
03396	KOTTKE, GARY	09/08/2020	Regular	0	364.00	93285
03405	KRAIMER, PAUL	09/08/2020	Regular	0	238.00	93286
03376	KRAMLINGER, PATTI	09/08/2020	Regular	0	94.50	93235
03397	KUNZ, DAN	09/08/2020	Regular	0	308.00	93287
00731	LAGER'S OF MANKATO, INC.	08/28/2020	Regular	0	120.00	93184
00731	LAGER'S OF MANKATO, INC.	09/08/2020	Regular	0	20.96	93288
00754	LEAGUE OF MINNESOTA CITIES	09/08/2020	Regular	0	30.00	93289
03352	LUXE QUARTERLIES	08/28/2020	Regular	0	1,134.63	93185
02884	MACCABEE, RACHEL	09/08/2020	Regular	0	172.50	93236
00800	MADDEN, GALANTER, HANSEN, LLP	08/28/2020	Regular	0	153.00 1,000.00	93186
03236 02643	MANKATO AREA FOUNDATION MANKATO DOWNTOWN KIWANIS	08/28/2020 09/08/2020	Regular Regular	0	340.00	93187 93290
03411	MANKATO WEST GIRLS HOCKEY	09/08/2020	Regular	0	700.00	93291
00847	MATHESON TRI-GAS, INC.	08/28/2020	Regular	0	286.76	93188
00847	MATHESON TRI-GAS, INC.	09/08/2020	Regular	0	171.99	93292
00849	MAYBA	08/21/2020	Regular	0	54.43	93157
03378	MC GRAW, KATHRYN	09/08/2020	Regular	0	84.00	93237
03382	MCCABE, RYAN	08/20/2020	Regular	0	45.00	93149
02463	MCCANN, KEVIN	08/20/2020	Regular	0	20.00	93150
00869	MECHANICAL RESOURCES, INC.	08/28/2020	Regular	0	273.75	93189
00881	MEYER, ROBERT	09/08/2020	Regular	0	89.25	93238
02413	MEYERS, DIANE	09/08/2020	Regular	0	105.00	93239
02892	MICHELS TRAILER SALES	09/08/2020	Regular	0	44.02	93293
00885 02336	MIDLER, MARK	09/08/2020 08/28/2020	Regular Regular	0	173.25 1,400.00	93240 93190
00920	MIDWEST AQUACARE MINNESOTA DEPARTMENT OF HEALTH	08/28/2020	Regular	0	12,932.00	93191
00283	MINNESOTA DEPARTMENT OF TRANSPORTATI		Regular	0	587.68	93294
02486	MORK, KATHY	09/08/2020	Regular	0	175.88	93241
00979	MORK, STEVE	09/08/2020	Regular	0	201.25	93242
03043	NATE BOOTS	08/17/2020	Regular	0	500.00	93140
01026	NERE, MARY	09/08/2020	Regular	0	89.25	93243
02704	NIELSEN CONCRETE	09/08/2020	Regular	0	530,173.55	93295
03384	NOVAK, QUINTIN	08/21/2020	Regular	0	174.28	93158
02420	OLIVER, DANIEL	09/08/2020	Regular	0	89.25	93244
02245	ONSITE	08/28/2020	Regular	0	616.00	93192
03406	OVERLIE, CHRISTOPHER	09/08/2020 08/25/2020	Regular	0	420.00	93296
01106 01106	PETTY CASH PETTY CASH	09/08/2020	Regular Regular	0	4,600.00 95.99	931 6 2 93297
03409	POCKRANDT, BROOKE	09/08/2020	Regular	0	120.00	93298
02410	PRATT, TERESA	09/08/2020	Regular	0	89.25	93245
02195	PUB 500	08/28/2020	Regular	0	461.72	93193
03149	RADEMAKER, CHAD	09/08/2020	Regular	0	1,309.50	93299
03410	RADEMAKER, HOPE	09/08/2020	Regular	0	140.00	93300
01170	RAMY TURF PRODUCTS	08/28/2020	Regular	0	507.50	93194
01179	RED FEATHER PAPER CO.	08/28/2020	Regular	0	884.12	93195
01179	RED FEATHER PAPER CO.	09/08/2020	Regular	0	299.51	93301
03398	REESE, SCOTT	09/08/2020	Regular	0	336.00	93302
03399	REUVERS, ADRIAN	09/08/2020	Regular	0	420.00	93303
03366	RIEFF, LORRI	09/08/2020	Regular	0	94.50	93246
03222 02235	RIVARD ART LLC	09/08/2020 08/28/2020	Regular Regular	0	1,548.19 4,602.58	93304 93196
03360	RIVER CITY ELECTRIC CO ROREM, NANCY	09/08/2020	Regular	0	4,602.56 89.25	93196
03371	RYKHUS, BETTY	09/08/2020	Regular	0	105.00	93247
02151	SAFE ASSURE CONSULTANTS INC	08/28/2020	Regular	0	7,353.26	93197
		-				

02205	CANDEDCELD DAVE	08/25/2020	Pogular	0	600.00	02162
03385 01246	SANDERSFELD, DAVE	08/25/2020 08/28/2020	Regular Regular	0	600.00 253.50	
01240	SCHILLING SUPPLY COMPANY SCHILLING, ELAINE	09/08/2020	Regular	0	207.00	
01252	•	09/08/2020	Regular	0	175.88	93250
03367	SCHMIDT, RONALD SCHMIEL, STEVE	09/08/2020	Regular	0	94.50	
01280	SHULT, BONNIE	09/08/2020	Regular	0	105.00	93252
02108	,	08/28/2020	Regular	0	325.00	93199
03400	SIREK'S HYDRAULIC SERVICE, INC. SORENSON, LON	09/08/2020	Regular	0	308.00	93305
01320	SPRING TOUCH LAWN SPECIALIST	08/28/2020	Regular	0	11,000.00	93200
01352	STREICHER'S, INC	08/28/2020	Regular	0	645.88	93201
01353	STURM, MARLYS	09/08/2020	Regular	0	91.88	93253
01358	SULLIVAN, PATRICIA	09/08/2020	Regular	0	91.88	93254
03254	TAFT	08/20/2020	Regular	0	11,000.00	
03283	TOTAL LAWN CARE & LANDSCAPE	08/28/2020	Regular	0	102.00	
03380	TRUMAN, BETHANY	08/20/2020	Regular	0	11.25	
01428	TUNGSVIK, BYRON	09/08/2020	Regular	0	173.25	
01433	TYLER TECHNOLOGIES	09/08/2020	Regular	0	600.00	93306
02150	U.S. BANK	09/08/2020	Regular	0	850.00	93307
02041	ULINE	08/28/2020	Regular	0	383.13	93203
01436	ULMEN, ANTHONY	09/08/2020	Regular	0	207.00	93256
03191	US SOLAR	08/28/2020	Regular	0	6,207.33	93204
03381	VAN EMAN, KARLA	08/20/2020	Regular	0	45.00	93153
01474	VETTER STONE COMPANY	09/08/2020	Regular	0	5,530.00	93308
03307	VINNIES MINN. SNO PENTICO ICE & MFG	08/28/2020	Regular	0	336.00	93205
03307	VINNIES MINN. SNO PENTICO ICE & MFG	09/08/2020	Regular	o	216.00	
03311	W. LORENTZ AND SONS CONSTRUCTION, INC.		Regular	0	418,517.21	
01523	WENZEL AUTO ELECTRIC CO	08/28/2020	Regular	0	79.00	93206
01527	WESTPHAL, MARGARET	09/08/2020	Regular	0	173.25	
02606	WHITE, DAN	08/20/2020	Regular	0	700.00	
01533	WIEDERICH, WANDA	09/08/2020	Regular	0		93258
01534	WILCOX, RODERICK	09/08/2020	Regular	0	375.00	93311
02412	WILCOX, THOMAS	09/08/2020	Regular	0	105.00	93259
01556	WYROWSKI, MARY CLARE	09/08/2020	Regular	0	173.25	93260
03369	XU, YOUWEN	09/08/2020	Regular	0	89.25	93261
01564	ZELLMER, GARY	09/08/2020	Regular	0	201.25	93262
02402	ZELLMER, MARY	09/08/2020	Regular	0	110.25	93263
03383	ZERNECHEL, LIZ	08/20/2020	Regular	0	11.25	93155
03407	ZIEMANN, ALLAN	09/08/2020	Regular	0	336.00	93312
00447	FREE PRESS	08/26/2020	Bank Draft	0	487.79	DFT0004573
00910	MINNESOTA VALLEY TESTING LAB, INC.	08/24/2020	Bank Draft	0	59.50	DFT0004557
00910	MINNESOTA VALLEY TESTING LAB, INC.	08/21/2020	Bank Draft	0	59.50	DFT0004558
00910	MINNESOTA VALLEY TESTING LAB, INC.	08/20/2020	Bank Draft	0		DFT0004559
00910	MINNESOTA VALLEY TESTING LAB, INC.	08/20/2020	Bank Draft	0		DFT0004560
01083	OVERDRIVE, INC.	08/20/2020	Bank Draft	0		DFT0004574
01335	STAPLES ADVANTAGE	08/24/2020	Bank Draft	0	209.29	DFT0004561
01335	STAPLES ADVANTAGE	08/25/2020	Bank Draft	0	68.19	DFT0004562
01335	STAPLES ADVANTAGE	08/25/2020	Bank Draft	0	51.29	DFT0004563
00551	A.H. HERMEL COMPANY	08/31/2020	EFT	0	1,606.44	3107
00551	A.H. HERMEL COMPANY	09/10/2020	EFT	0	345.16	3143
02254	ALBRIGHT LAWNS	09/10/2020	EFT	0	380.00	3144
00105	AUTO VALUE MANKATO	08/31/2020	EFT	0	115.10	3108
00105	AUTO VALUE MANKATO	09/10/2020	EFT	0	40.30	3145
03408	BANWART, BRIANN	09/10/2020	EFT	0	420.00	3146
00123	BATTERIES+BULBS	08/31/2020	EFT	0	37.90	3109
03142	BEYER, CURT	09/10/2020	EFT	0	841.50	3147
03133	BODE, BRYAN	08/31/2020	EFT	0	25.00	3110
00172	BOHRER, TOM	09/10/2020	EFT	0	255.00	3148
00176	BORDER STATES ELECTRIC SUPPLY	09/10/2020	EFT	0	59.76	3149
03326	BURMEISTER, MATTEA	09/10/2020	EFT	0	399.00	3150
00216	C & S SUPPLY CO, INC.	08/31/2020	EFT	0	732.65	3111
00216	C & S SUPPLY CO, INC.	09/10/2020	EFT	0	76.79	3151
02749	COMMUNICATION STRATEGIES LLC	09/10/2020	EFT	0	280.00	3152
02706	CORE & MAIN LP	08/31/2020	EFT	0		3112
02706	CORE & MAIN LP	09/10/2020	EFT	0	1,245.82	
00322	DALCO	08/31/2020	EFT	0	120.90	3113
00322	DALCO	09/10/2020	EFT	0	523.80	3154
00369	EBSCO INFORMATION SERVICES	08/31/2020	EFT	0	1,023.03	

				_		
00373	ECKERT, LELAND	09/10/2020	EFT	0		3155
03338	FISHCHENICH, WILL	09/10/2020	EFT	0	561.00	3156
03330	FITTERER, EMILY	09/10/2020	EFT	0	336.00	3157
03327	FJOSER, BENJAMIN	09/10/2020	EFT	0	210.00	3158
00463	G & L AUTO SUPPLY, LLC	08/31/2020	EFT	0	792.50	3115
01098	GILLETTE GROUP/PEPSI-COLA	08/31/2020	EFT	O	499.38	3116
01098	GILLETTE GROUP/PEPSI-COLA	09/10/2020	EFT	0	954.42	3159
00482	GMS INDUSTRIAL SUPPLIES, INC.	08/31/2020	EFT	0	26.83	3117
03150	GOETTL, DAVID	09/10/2020	EFT	0	433.50	3160
02560	GOLD MEDAL	08/31/2020	EFT	0	284.75	3118
02560	GOLD MEDAL	09/10/2020	EFT	0	190.85	3161
00494	GOPHER STATE ONE-CALL	09/10/2020	EFT	O	369.90	3162
00503	GREAT AMERICAN BUSINESS PRODUCTS	08/31/2020	EFT	0	784.00	3119
03339		09/10/2020	EFT E	0	84.00	3163
	GRUNST, KENZIE		EFT	0	255.00	3164
03145	HANSON, ALAN	09/10/2020		0		
00533	HARRENSTEIN, JOHN	08/31/2020	EFT		59.88	3120
03324	HAWKER, MADISON	09/10/2020	EFT	0	21.00	3165
00538	HAWKINS, INC.	08/31/2020	EFT	0	8,292.00	3121
00538	HAWKINS, INC.	09/10/2020	EFT	0	2,012.42	3166
03341	JAGERSON, CHRIS	09/10/2020	EFT	0	714.00	3167
00691	KENNEDY & KENNEDY LAW OFFICE	09/10/2020	EFT	0	417.05	3168
00776	LLOYD LUMBER CO.	08/31/2020	EFT	0	292.64	3122
00776	LLOYD LUMBER CO.	09/10/2020	EFT	0	239.32	3169
02575	LOCHER BROS, INC.	08/31/2020	EFT	0	399.00	3123
02575	LOCHER BROS, INC.	09/10/2020	EFT	0	1,757.40	3170
03329	LOEWEN, HANNAH	09/10/2020	EFT	0	648.00	3171
00819	MANKATO FORD, INC.	09/10/2020	EFT	0	189.58	3172
00874	MENARDS-MANKATO	08/31/2020	EFT	0	205.08	3124
03386	METTLER, MEGAN	09/10/2020	EFT	0	189.00	3173
00886	MIDSTATES EQUIPMENT & SUPPLY	09/10/2020	EFT	0	3,031.05	3174
00889	MIDWEST TAPE/HOOPLA	08/31/2020	EFT	0	1,456.15	3125
03022		08/31/2020	EFT	Ö	761.80	3126
	MINNESOTA PAVING & MATERIALS			0		
03022	MINNESOTA PAVING & MATERIALS	09/10/2020	EFT		340.65	3175
00970	MOBILE GLASS SERVICE	08/31/2020	EFT	0	480.53	3127
00997	MTI DISTRIBUTING CO	08/31/2020	EFT	0		3128
00997	MTI DISTRIBUTING CO	09/10/2020	EFT	0	170.01	3176
03332	NIES, DONALD	09/10/2020	EFT	0	315.00	3177
03020	NUTRIEN AG SOLUTIONS, INC.	08/31/2020	EFT	0	195.78	3129
03325	O'NEIL, MICHAEL	09/10/2020	EFT	0	273.00	3178
02005	PANTHEON COMPUTERS	09/10/2020	EFT	0	12,281.72	3179
01090	PARAGON PRINTING, MAILING & SPECIALTIES	08/31/2020	EFT	0	3,307.44	3130
01090	PARAGON PRINTING, MAILING & SPECIALTIES	09/10/2020	EFT	0	605.48	3180
01099	PET EXPO DISTRIBUTORS	08/31/2020	EFT	0	75.00	3131
03141	PIPES, ROGER	09/10/2020	EFT	0	1,275.00	3181
01402	POMPS TIRE	08/31/2020	EFT	0	2,110.96	
01402	POMPS TIRE	09/10/2020	EFT	Ō	294.11	
01164	RADER, DUANE A.	09/10/2020	EFT	0	84.00	3141
02281	REINDERS	08/31/2020	EFT	0	3,243.88	3133
01198		08/31/2020	EFT	0	507.64	3134
	RETROFIT COMPANIES, INC.		EFT	0		
01211	RIVER BEND BUSINESS PRODUCTS	08/31/2020			812.18	3135
01211	RIVER BEND BUSINESS PRODUCTS	09/10/2020	EFT	0	5.15	3183
02182	RYAN, JESSICA	09/10/2020	EFT	0	172.50	3142
01263	SCHWICKERT'S TECTA AMERICA LLC	08/31/2020	EFT	0	1,000.18	
01281	SIGN PRO	09/10/2020	EFT	0	952.00	3184
01336	STAPLES OIL CO., INC.	08/31/2020	EFT	0	10,329.74	3137
01396	THURSTON, KEVIN	09/10/2020	EFT	0	382.50	3185
02510	TORDSEN, MIKEAL	08/31/2020	EFT	0	42.98	3138
01411	TOSTENSON, PHILLIP	09/10/2020	EFT	0	688.50	3186
03334	TOSTENSON, SARA	09/10/2020	EFT	0	462.00	3187
01429	TURFWERKS	09/10/2020	EFT	0	18.22	3188
03144	VELDHUISEN, ROGER	09/10/2020	EFT	0	76.50	3189
03146	WESTRUP, CHRISTOPHER	09/10/2020	EFT	0	651.00	3190
03328	WOLLENZIEN, ERIC	09/10/2020	EFT	0	357.00	3191
01552	WW BLACKTOPPING, INC	08/31/2020	EFT	0	2,756.79	3139
01552	WW BLACKTOPPING, INC	09/10/2020	EFT	0	53,023.72	3192
01563		08/31/2020	EFT	0	474.00	3140
00234	ZARNOTH BRUSH WORKS, INC.	08/19/2020	Bank Draft	0	1,341.82	DFT0004545
JU2J7	CENTER POINT ENERGY	30/ 13/ 2020	Same State	9	1,341.02	ברברטטטו וע

00234	CENTER POINT ENERGY	08/19/2020	Bank Draft	0	26.80	DFT0004546
02003	MINNESOTA DEPT OF REVENUE	08/14/2020	Bank Draft	0	19,424.00	DFT0004532
00966	MINNESOTA PUBLIC FACILITIES AUTHORITY (P	08/19/2020	Bank Draft	0	89,681.50	DFT0004547
01557	XCEL ENERGY	08/19/2020	Bank Draft	0	303.87	DFT0004543
01557	XCEL ENERGY	08/19/2020	Bank Draft	0	63.52	DFT0004544
				_	1,432,886.68	263

Authorization Signatures

	All Council
The above manual and regular claims lists for 9-8-2	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
Melissa Haas-Marks	Library	\$50.00
Teresa Rome	4x8 paver	\$50.00
	V	
		-
Total		\$100.00

Adopted by the City Council this	8 th day of September 2020.	
	Mayor	
City Clerk		

CITY OF NORTH MANKATO





Agenda Item # 8D	Dept: Community Dev.	Council Meeting Date: 9/8/20
TITLE OF ISSUE: Consider Approving	the Renaming of the Prairie H	eights Development to the Waters North
Development.		
BACKGROUND AND SUPPLEMENTA	AL INFORMATION: Prairie De	evelopment, LLC is requesting to rename the
		ounty informed Prairie Heights Development
	-	ement signed on June 15, 2020, with the name
change highlighted in red. The second doo	cument is the updated developmen	nt agreement along with a new signature page.
All other terms of the agreement remain un	nchanged.	
		If additional space is required, attach a separate sheet
REQUESTED COUNCIL ACTION: Ap	prove the Renaming of the Pra	irie Heights Development to the Waters
North Development.		
For Clerk's Use:	SUPPORT	ING DOCUMENTS ATTACHED
Motion By:	Resolution Ordina	nce Contract Minutes Map
Second By:	Resolution Ordinal	nce Contract Minutes Map
Vote Record: Aye Nay	. -	
Whitlock	Other (specify)	Agreement
Steiner		
Norland		
Oachs		
Dehen		
Workshop	Refer	to:
, workshop		
X Regular Meeting	Table	until:
Special Meeting	Other	:
		-

CITY OF NORTH MANKATO

NICOLLET COUNTY, MINNESOTA

DEVELOPER AGREEMENT FOR PRIVATELY FINANCED IMPROVEMENTS WATERS NORTH DEVELOPMENT PHASE ONE

THIS AGREEMENT, made and enteredinto this 15th day of June, 2020, by and between the City of North Mankato, a municipal corporation, in the State of Minnesota, hereafter called "City", and, Prairie Heights Development, LLC., hereafter called the "Developer." The Developer has asked the City to approve a plat legally described in Exhibit "A" attached hereto.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

- **A.** City Responsibilities
- 1. The City will reconstruct a portion of Countryside drive from Haughton Avenue to Coventry Lane and will oversize storm water ponds to provide storm water management for Countryside Drive reconstruction and to provide excess storm water discharge rate control and storm water treatment and any wetland mitigation related to such storm water system requirements in 2020 and assess costs in accordance with the Assessment Policy adopted March 21st, 2016.
- **B.** Developer's Responsibilities
- 1. The City has been petitioned by the Developer for permission to privately construct the improvements itemized in Exhibit "B" attached hereto (the "Improvements") to be paid for by the Developer.
- 2. The following plans shall be delivered to the City by the Developers on a time schedule set forth in this agreement.
 - A. Final Plat
 - B. Engineering Plans and Specifications for the Improvements

If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. All the foregoing plans will be prepared by and will be delivered to the City with the signature of a Minnesota registered engineer and/or surveyor.

- 3. The Developer shall privately finance the Improvements.
- 4. The Developer shall install or ensure installation at its sole cost and expense and in accordance with all state, federal and local rules, regulations, ordinances and laws the following:
 - A. Site Grading Improvements

- B. Surveying and Staking
- C. Street Improvements Final lift within two years
- D. Sanitary Sewer Improvements
- E. Water main improvements
- F. Storm water Drainage and Storm Water Management Improvements
- G. Temporary and Permanent Erosion Control Improvements
- H. Setting of Lot and Block Monuments
- I. Gas, Telephone, Cable TV and Electrical Utilities
- J. Street Lights
- K. Traffic Control Signage
- L. Sidewalks
- M. Mailboxes

Unless extended in writing by the City, the Developer shall complete the Improvements described therein in Exhibit B within twelve months from the date of this Agreement. The bituminous wearing course of the Street Improvements shall be completed when all of the houses have been completed, or when the Developer is directed to complete the wearing course by the City, whichever occurs first. Prior to completion of the Improvements, the Developer shall be responsible for the necessary repairs to maintain the Improvements.

Until completion of the Street Improvements, the Developer shall be solely responsible for maintenance and repair of the Street Improvements, including but not limited to snow and ice removal, cleaning of roadway, and storm water catch basins. In the event the Developer fails to perform necessary work within 24 hours of notification from the City, the City may perform all necessary services and bill Developer for all costs to City. No building permits or certificates of occupancy will be issued to the Developer if payment for services is not paid to City within 10 days.

- 5. The Developer hereby grants the City, its agents, employees, officers and contractors under the construction contract a license to enter the platted property to perform all work and inspections deemed appropriate by the City during the installation of the Improvements under this Agreement. The license shall expire after all Improvements to be installed pursuant to this Agreement have been installed and accepted by the City.
- 6. Upon completion and acceptance of all work and construction required by this Agreement, the Improvements described in paragraph 4 under C, D, E, F, J, K and L lying within public easements and/or right-of-ways (the "Public Improvements") shall become City property without further notice or action.
- 7. The Developer shall promptly clean dirt and debris from streets, curb and gutter and perform all other erosion and sediment control work as required by the MPCA NPDES Construction Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) prior to the Public Improvements being dedicated to the City upon the completion of the Public Improvements.

8. All costs associated with the WATERS NORTH Phase 1 subdivision, including City Engineer, City Attorney, permit fees and any other city costs outlined in this Agreement shall be paid by the Developer within 30 days of receiving an invoice from the City.

The Developer will be required, upon execution of this Agreement, to furnish the City with a cash deposit or Irrevocable Letter of Credit equal to the Cities liability exposure, which is determined to be one hundred ten percent (110%) of the cost of the Improvements, including change order that may necessitate an additional cash deposit or letter of credit.

If the Developer provides the City with a cash deposit, the City agrees to pay interest monthly on such deposit at the rate of interest the City earns on the investment of such funds.

If the Developer provides a letter of credit, the form of the letter of credit shall be subject to the approval of the City. The letter of credit shall be for a term ending when the Improvements are completed and accepted.

All outside consulting, legal, and engineering costs incurred by the City shall be billed directly to the Developer and paid within thirty (30) days. The City may draw down on the letter of credit for any violation of the terms of this Agreement or upon receiving notice that the letter of credit will be allowed to lapse before all Improvements have been completed and paid for.

With City approval, the letter of credit may be reduced from time to time as the Developer's financial obligations under this Agreement are paid.

With City approval, a cash deposit can be exchanged for a letter of credit at any point for 110% of the remaining project costs, including any change orders.

- 9. The Developer shall warranty all work to be free of all defects in workmanship and materials for a period of one year extending from the date of acceptance by the City of the Public Improvements.
- 10. The Developer shall be responsible for all costs associated with construction inspections and engineering review as performed by the City Engineer.
- 11. Construction Staking. The Developer will provide all staking services for grading, sanitary sewer, water main, storm sewer, lot services, sidewalks, and all roadway improvements.
- 12. The Developer shall pay for all costs incurred by it and the City in conjunction with the development of the plat, included without limiting the generality thereof, legal, planning, engineering, inspection expenses, permits in connection with approval and acceptance of the plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- 13. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting in plat approval or supervision or obligation that the City has undertaken pursuant to this Agreement. The Developer shall indemnify the City and its officers, agents and employees for all costs,

damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering, attorney's fees and costs of litigation. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat or any part of it.

- 14. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given the notice of work in default, not less than 24 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part and withhold the issuance of any building permit or occupancy permit.
- 15. The Developer represents to the City that the plat complies with all city, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. City staff and consulting engineers shall diligently work to review compliance with the above mentioned laws and regulations. If the City determines that the plat does not comply, the City may, at its discretion and upon written notification to the Developer, refuse to allow construction or development work in the plat area until the Developer complies. Upon the City's demand, the Developer immediately shall cease work until there is compliance.
- 16. Third parties shall have no recourse against the City under this Agreement. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits or certificates of occupancy. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- 17. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. If iron monuments are disturbed, they shall be replaced at the Developer's expense before a certificate of occupancy is granted.
- 18. The Developer agrees to maintain, at all times before acceptance of the Street Improvements by the City, an access road suitable for use by emergency, police and fire department equipment. The adequacy of such road shall be solely determination by the City. Furthermore, such access road shall be located no more than 150 feet from any structure built within the Subdivision.
- 19. The Improvements must meet the Adopted Standard Construction Specifications and Details of the City of North Mankato.
- 20. The Developer shall be responsible for obtaining the necessary permits including: MPCA Sanitary Sewer Extension Permit, Minnesota Department of Health Plan Review Permit, Minnesota Pollution Control Agency, NPDES Construction Stormwater Permit and any other permits necessary to construct the Improvements.

- 21. The developer agrees to annually construct five homes in the development until all phases are completed.
- 22. As of February 10th, 2020 the proposed development has \$352,598.75 in outstanding deferred assessments and the developer agrees to pay all outstanding deferred assessments prior to the City beginning reconstruction of Countryside Drive and within seven calendar days of the final plat for phase one of the WATERS NORTH Subdivision being approved by the North Mankato City Council.
- 23. Developer agrees to commence construction of WATERS NORTH Phase 2 Subdivision ("Phase 2") consisting of 46 lots within 36 months of the date of this Agreement. The City agrees that special assessments for the public improvements describes in paragraph A.1. that benefit the lots adjacent to Countryside Drive that are included in Phase 2 will be deferred to the earlier of the date of the Developer commences construction of Phase 2 or 36 months of the date of this Agreement; provided that interest will accrue from the date that the special assessments for the public improvements described in paragraphs A.1. are adopted by the City.

Building Permits

- 1. The City agrees that building permits may be issued upon approval of the Final Plat by the City Council and completion of the Improvements.
- 2. The Developer further agrees that City Sewer, Water, Storm Sewer, and Aggregate Base construction of the Streets and temporary street signs, will be completed prior to the issuance of building permits.
- 3. Any storm water ponds must be satisfactorily built in accordance with the approved plans before a building permit is issued.
- 4. The City agrees that certificates of occupancy will be granted when gas, electric, and telephone service are provided to the development and all other requirements have been met by the Developer.
- 6. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer assumes all liability and cost resulting in delays in completion of Improvements and damage to the Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties. No construction of a building and/or structure may be initiated prior to obtaining a City building permit.

Recording and Release

1. The Developer agrees that the terms of this Developer Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Developer Agreement with the Nicollet County Recorder to give notice to future purchasers and Developers.

Property Taxes

1. Should the recording of the Final Plat occur after July 1, any and all property taxes on any public property dedicated as a part of the plat shall be the responsibility of the Developer. The Developer must continue to pay all property taxes on the land described in Exhibit A on a timely manner. Failure to pay property taxes on any property on the land described in Exhibit A by the Developer or its assigns will result in the City not issuing any additional building permits.

General Provisions

- 1. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall constitute a waiver or release.
- 2. This Agreement shall run with the land and may be recorded against the title to the property described in Exhibit A. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver to the Developer a release of this Agreement.
- 3. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, expressed or implied, now or hereafter arising available to the City, a law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order an may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other rights, power or remedy.
- 4. The Developer shall require any contractor to maintain liability and personal injury insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000 in the aggregate. The City must be named as additional insured under such policy. The contractor must also maintain the adequate worker's compensation insurance and property insurance. The term of the insurance shall be renewable until the construction of the Improvements is complete.
- 5. All disputes associated with this Agreement, shall be submitted to District Court in Nicollet County, Minnesota. Minnesota law shall apply to all disputes.
- 6. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, its employees or agents or mailed to the Developer by registered mail at the following address:

	riting and shall be either hand delivered to the City by registered mail in care of the City Administrator at
City of North Mankato P.O. Box 2055 North Mankato, MN 56002-2055 Attention: City Administrator	
(SEAL)	By City Administrator
STATE OF MINNESOTA	
COUNTY OF NICOLLET	
The foregoing instrument was acknown as the control of the City Council.	nd by John barrasky. City Administrator of poration, on behalf of the corporation and pursuant to
Notary Public	APRIL JOY VAN GENDEREN Notary Public-Minnesota My Commission Expires Jan 31, 2025
Tr.	Prairie Heights Development, LLC. By Richard Weyhe
STATE OF MINNESOTA	Lissa K Meyer Notary Public - Minnesota
COUNTY OF BLUE EARTH	My Commission Expires 01/31/2023
The foregoing instrument was acknown 2019, by Richard Weyhe 2020	owledged before me this 12 day of 1 une.

Lissa K Meyer
Notary Public - Minnesota
My Commission Expires 01/31/2023

MOLA KMELLER Notary Public

EXHIBIT A

Description:

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Two (2), Township One Hundred Eight (108) North, Range Twenty-seven (27) West, Nicollet County, Minnesota AND

The East Thirteen and Sixty-three-hundredths (13.63) acres of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4)

AND

The West Eleven and Forty-two-hundredths (11.42) acres of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section One (1), Township One Hundred Eight (108) North, Range Twenty-seven (27) West;

AND

The West Thirty-nine and Sixty-six hundredths (39.66) acres of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section One (1), Township One Hundred Eight (108) North, Range Twenty-seven (27) West.

EXCEPTING: That part of Tract A described below: TRACT A: The West 11.42 acres of the Northeast Quarter of the Northwest Quarter of Section 1 Township 108 North, Range 27 West, Nicollet County, Minnesota, which lies southeasterly of Line 1 described below: Line 1. From a point on the west line of said Section 1 distant 110.66 feet North of the Southwest corner thereof, run easterly at an angle of 89 degrees 09 minutes 08 seconds from said west section line (measured from north to east) for 22.82 feet: thence deflect to the left at an angle of 63 degrees 28 minutes 34 seconds for 2963.73 feet; thence deflect to the right on a tangential curve having a radius of 2083.49 feet and a delta angle of 66 degrees 34 minutes 17 seconds having a length of 2420.78 feet for 1166.97 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds from the tangent of said curve at said point for 775 feet to the point of beginning of Line 1 to be described; thence run southwesterly to a point 1340 feet north of the 1/8 section corner west of the center of said Section 1 and there terminating.

ALSO EXCEPTING: That part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 108 North, Range 27 West, Nicollet County, Minnesota, described as: Commencing at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 1; (the west line of the Northwest quarter of Section 1 to have an assumed bearing of North 00 degrees 02 minutes 00 seconds West) thence North 88 degrees 28 minutes 28 seconds East, along the south line of the Northwest Quarter of the Northwest Quarter of Section 1 a distance of 786.92 feet to the point of beginning; thence North 00 degrees 19 minutes 00 seconds West, along the centerline of the township road, 587.83 feet; thence South 68 degrees 52 minutes 12 seconds East, 174.23 feet; thence South 05 degrees 40 minutes 00 seconds West, 190.00 feet; thence South 26 degrees 58 minutes 06 seconds East, 367.75 feet to a point on the South line of the Northwest Quarter of the Northwest Quarter of Section 1; thence South 88 degrees 28 minutes 28 seconds West, along said south line, 307.39 feet to the point of beginning.

AND ALSO EXCEPTING: Any portion of the previously annexed property per recorded Nicollet County Document No. 257006 described as:

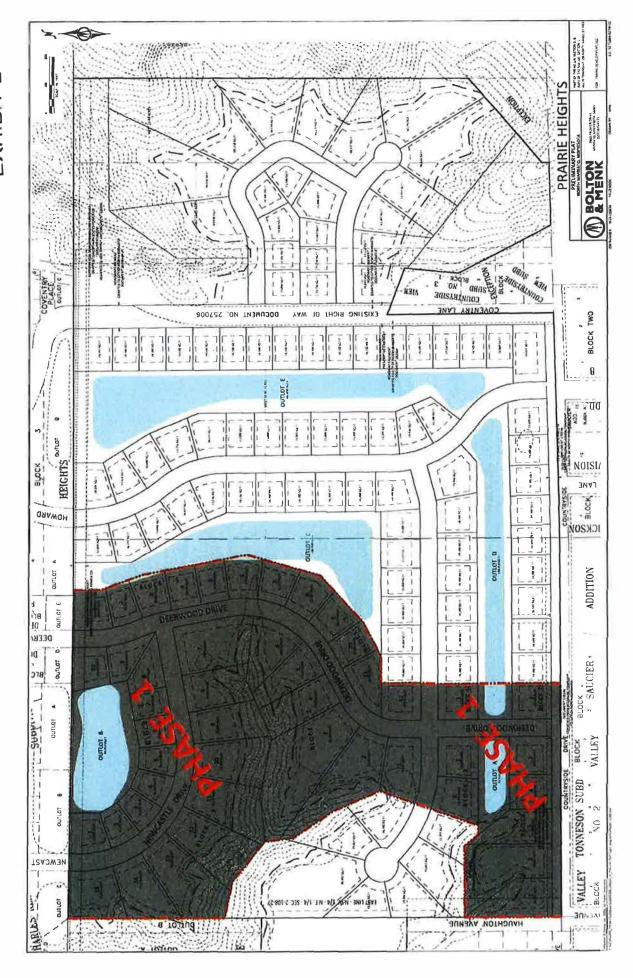
That part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 108 North Range 27 West; that part of Government Lot 8 in Section 36, Township 109 North Range 27 West; and that part of the Southeast Quarter of Section 35, Township 109 North Range 27 West, all in

Nicollet County, Minnesota, described as:

Beginning at the southwest corner of Countryside View Subdivision, according to the plat thereof on file and of record with the Nicollet County Recorder: thence North 00 degrees 22 minutes 04 seconds West. (Minnesota County Coordinate System of 1983, Nicollet County Zone), along the west line of said Countryside View Subdivision, the same being the center line of Howard Drive according to said Countryside View Subdivision, a distance of 587.83 feet to the northwesterly corner of said Countryside View Subdivision; thence South 68 degrees 55 minutes 16 seconds East, along the northerly line of said Countryside View Subdivision a distance of 35.45 feet to a point on the easterly right of way line of Howard Drive according to said Countryside View Subdivision: thence North 00 degrees 22 minutes 04 seconds West, 636.56 feet to the point of curvature of a circular curve to the right; thence northeasterly, along a 467.00 foot radius curve, central angle = 27 degrees 28 minutes 21 seconds, an arc distance of 223.92 feet to the point of reverse curve; thence northeasterly, along a 968.00 foot radius curve, central angle = 16 degrees 46 minutes 11 seconds, an arc distance of 283.32 feet to the point of tangency of said curve; thence North 10 degrees 20 minutes 06 seconds East, along the tangent of said curve, 121.52 feet; to the point of curvature of a circular curve to the left; thence northerly, along a 158.00 foot radius curve, central angle = 39 degrees 06 minutes 55 seconds, an arc distance of 107.87 feet to a point on the easterly line of Outlot A, Leonard Diegnau Subdivision, according to the plat thereof on file and of record with the Nicollet County Recorder; thence South 13 degrees 45 minutes 49 seconds West, along said easterly line, 20.43 feet to the most southerly corner of said Leonard Diegnau Subdivision; thence North 48 degrees 47 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 100.95 feet; thence North 57 degrees 40 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 50.00 feet; thence North 68 degrees 35 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 70.00 feet; thence North 80 degrees 21 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 67.00 feet; thence North 86 degrees 14 minutes 41 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 154.30 feet to the southwesterly corner of said Leonard Diegnau Subdivision; thence North 10 degrees 29 minutes 19 seconds East, along the westerly line of said Leonard Diegnau Subdivision a distance of 27.91 feet; thence North 85 degrees 52 minutes 14 seconds West, 89.69 feet to the point of curvature of a circular curve to the right; thence westerly, along a 467.00 foot radius curve, central angle = 06 degrees 43 minutes 30 seconds, an arc distance of 54.81 feet to the point of tangency of said curve; thence North 79 degrees 08 minutes 44 seconds West, along the tangent of said curve, 232.58 feet to the point of curvature of a circular curve to the left; thence westerly, along a 533.00 foot radius curve, central angle = 10 degrees 19 minutes 07 seconds, an arc distance of 95.99 feet to the point of tangency of said curve; thence North 89 degrees 27 minutes 51 seconds West, along the tangent of said curve, 283.98 feet; thence South 88 degrees 31 minutes 00 seconds West, 604.86 feet; thence South 00 degrees 06 minutes 58 seconds West, 66.03 feet; thence North 88 degrees 31 minutes 00 seconds East, 605.54 feet; thence South 89 degrees 27 minutes 51 seconds East, 282.82 feet to the point of curvature of a circular curve to the right; thence easterly, along a 467.00 foot radius curve, central angle = 10 degrees 19 minutes 07 seconds, an arc distance of 84.10 feet to the point of tangency of said curve; thence South 79 degrees 08 minutes 44 seconds East, along the tangent of said curve, 232.58 feet to the point of curvature of a circular curve to the left; thence easterly, along a 533.00 foot radius curve, central angle = 06 degrees 43 minutes 30 seconds, an arc distance of 62.56 feet to the point of tangency of said curve; thence South 85 degrees 52 minutes 14 seconds East, along the tangent of said curve, 243.80 feet to the point of curvature of a circular curve to the right; thence southeasterly, along a 287.00 foot radius curve, central angle = 40 degrees 15 minutes 03 seconds, an arc distance of 201.62 feet to the point of compound curve; thence southeasterly and southerly, along a 92.00 foot radius curve, central angle = 55 degrees 57 minutes 17 seconds, an arc distance of 89.85 feet to the point of tangency of said curve; thence

South 10 degrees 20 minutes 06 seconds West, along the tangent of said curve, 121.52 feet to the point of curvature of a circular curve to the right; thence southwesterly, along a 902.00 foot radius curve, central angle = 16 degrees 46 minutes 11 seconds, an arc distance of 264.00 feet to the point of reverse curve; thence southwesterly and southerly, along a 533.00 foot radius curve, central angle = 27 degrees 28 minutes 21 seconds, an arc distance of 255.57 feet to the point of tangency of said curve; thence South 00 degrees 22 minutes 04 seconds East, along the tangent of said curve, 1212.18 feet to a point on the south line of the Northwest Quarter of the Northwest Quarter of Section 1, Township 108 North Range 27 West; thence North 88 degrees 25 minutes 24 seconds East, along said south line, 33.01 feet to the point of beginning.

Said parcels contain 109 acres, subject to any and all easements of record.



CITY OF NORTH MANKATO

NICOLLET COUNTY, MINNESOTA

DEVELOPER AGREEMENT FOR PRIVATELY FINANCED IMPROVEMENTS WATERS NORTH DEVELOPMENT PHASE ONE

THIS AGREEMENT, made and entered into this 15th day of June, 2020, by and between the City of North Mankato, a municipal corporation, in the State of Minnesota, hereafter called "City", and, Prairie Heights Development, LLC., hereafter called the "Developer." The Developer has asked the City to approve a plat legally described in Exhibit "A" attached hereto.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

- **A.** City Responsibilities
- 1. The City will reconstruct a portion of Countryside drive from Haughton Avenue to Coventry Lane and will oversize storm water ponds to provide storm water management for Countryside Drive reconstruction and to provide excess storm water discharge rate control and storm water treatment and any wetland mitigation related to such storm water system requirements in 2020 and assess costs in accordance with the Assessment Policy adopted March 21st, 2016.
- **B.** Developer's Responsibilities
- 1. The City has been petitioned by the Developer for permission to privately construct the improvements itemized in Exhibit "B" attached hereto (the "Improvements") to be paid for by the Developer.
- 2. The following plans shall be delivered to the City by the Developers on a time schedule set forth in this agreement.
 - A. Final Plat
 - B. Engineering Plans and Specifications for the Improvements

If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. All the foregoing plans will be prepared by and will be delivered to the City with the signature of a Minnesota registered engineer and/or surveyor.

- 3. The Developer shall privately finance the Improvements.
- 4. The Developer shall install or ensure installation at its sole cost and expense and in accordance with all state, federal and local rules, regulations, ordinances and laws the following:
 - A. Site Grading Improvements

- B. Surveying and Staking
- C. Street Improvements Final lift within two years
- D. Sanitary Sewer Improvements
- E. Water main improvements
- F. Storm water Drainage and Storm Water Management Improvements
- G. Temporary and Permanent Erosion Control Improvements
- H. Setting of Lot and Block Monuments
- I. Gas, Telephone, Cable TV and Electrical Utilities
- J. Street Lights
- K. Traffic Control Signage
- L. Sidewalks
- M. Mailboxes

Unless extended in writing by the City, the Developer shall complete the Improvements described therein in Exhibit B within twelve months from the date of this Agreement. The bituminous wearing course of the Street Improvements shall be completed when all of the houses have been completed, or when the Developer is directed to complete the wearing course by the City, whichever occurs first. Prior to completion of the Improvements, the Developer shall be responsible for the necessary repairs to maintain the Improvements.

Until completion of the Street Improvements, the Developer shall be solely responsible for maintenance and repair of the Street Improvements, including but not limited to snow and ice removal, cleaning of roadway, and storm water catch basins. In the event the Developer fails to perform necessary work within 24 hours of notification from the City, the City may perform all necessary services and bill Developer for all costs to City. No building permits or certificates of occupancy will be issued to the Developer if payment for services is not paid to City within 10 days.

- 5. The Developer hereby grants the City, its agents, employees, officers and contractors under the construction contract a license to enter the platted property to perform all work and inspections deemed appropriate by the City during the installation of the Improvements under this Agreement. The license shall expire after all Improvements to be installed pursuant to this Agreement have been installed and accepted by the City.
- 6. Upon completion and acceptance of all work and construction required by this Agreement, the Improvements described in paragraph 4 under C, D, E, F, J, K and L lying within public easements and/or right-of-ways (the "Public Improvements") shall become City property without further notice or action.
- 7. The Developer shall promptly clean dirt and debris from streets, curb and gutter and perform all other erosion and sediment control work as required by the MPCA NPDES Construction Stormwater Permit and Stormwater Pollution Prevention Plan (SWPPP) prior to the Public Improvements being dedicated to the City upon the completion of the Public Improvements.

8. All costs associated with the Waters North Phase 1 subdivision, including City Engineer, City Attorney, permit fees and any other city costs outlined in this Agreement shall be paid by the Developer within 30 days of receiving an invoice from the City.

The Developer will be required, upon execution of this Agreement, to furnish the City with a cash deposit or Irrevocable Letter of Credit equal to the Cities liability exposure, which is determined to be one hundred ten percent (110%) of the cost of the Improvements, including change order that may necessitate an additional cash deposit or letter of credit.

If the Developer provides the City with a cash deposit, the City agrees to pay interest monthly on such deposit at the rate of interest the City earns on the investment of such funds.

If the Developer provides a letter of credit, the form of the letter of credit shall be subject to the approval of the City. The letter of credit shall be for a term ending when the Improvements are completed and accepted.

All outside consulting, legal, and engineering costs incurred by the City shall be billed directly to the Developer and paid within thirty (30) days. The City may draw down on the letter of credit for any violation of the terms of this Agreement or upon receiving notice that the letter of credit will be allowed to lapse before all Improvements have been completed and paid for.

With City approval, the letter of credit may be reduced from time to time as the Developer's financial obligations under this Agreement are paid.

With City approval, a cash deposit can be exchanged for a letter of credit at any point for 110% of the remaining project costs, including any change orders.

- 9. The Developer shall warranty all work to be free of all defects in workmanship and materials for a period of one year extending from the date of acceptance by the City of the Public Improvements.
- 10. The Developer shall be responsible for all costs associated with construction inspections and engineering review as performed by the City Engineer.
- 11. Construction Staking. The Developer will provide all staking services for grading, sanitary sewer, water main, storm sewer, lot services, sidewalks, and all roadway improvements.
- 12. The Developer shall pay for all costs incurred by it and the City in conjunction with the development of the plat, included without limiting the generality thereof, legal, planning, engineering, inspection expenses, permits in connection with approval and acceptance of the plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- 13. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting in plat approval or supervision or obligation that the City has undertaken pursuant to this Agreement. The Developer shall indemnify the City and its officers, agents and employees for all costs,

damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering, attorney's fees and costs of litigation. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat or any part of it.

- 14. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given the notice of work in default, not less than 24 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part and withhold the issuance of any building permit or occupancy permit.
- 15. The Developer represents to the City that the plat complies with all city, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. City staff and consulting engineers shall diligently work to review compliance with the above mentioned laws and regulations. If the City determines that the plat does not comply, the City may, at its discretion and upon written notification to the Developer, refuse to allow construction or development work in the plat area until the Developer complies. Upon the City's demand, the Developer immediately shall cease work until there is compliance.
- 16. Third parties shall have no recourse against the City under this Agreement. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits or certificates of occupancy. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- 17. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. If iron monuments are disturbed, they shall be replaced at the Developer's expense before a certificate of occupancy is granted.
- 18. The Developer agrees to maintain, at all times before acceptance of the Street Improvements by the City, an access road suitable for use by emergency, police and fire department equipment. The adequacy of such road shall be solely determination by the City. Furthermore, such access road shall be located no more than 150 feet from any structure built within the Subdivision.
- 19. The Improvements must meet the Adopted Standard Construction Specifications and Details of the City of North Mankato.
- 20. The Developer shall be responsible for obtaining the necessary permits including: MPCA Sanitary Sewer Extension Permit, Minnesota Department of Health Plan Review Permit, Minnesota Pollution Control Agency, NPDES Construction Stormwater Permit and any other permits necessary to construct the Improvements.

- 21. The developer agrees to annually construct five homes in the development until all phases are completed.
- 22. As of February 10th, 2020 the proposed development has \$352,598.75 in outstanding deferred assessments and the developer agrees to pay all outstanding deferred assessments prior to the City beginning reconstruction of Countryside Drive and within seven calendar days of the final plat for phase one of the Waters North Subdivision being approved by the North Mankato City Council.
- 23. Developer agrees to commence construction of Waters North Phase 2 Subdivision ("Phase 2") consisting of 46 lots within 36 months of the date of this Agreement. The City agrees that special assessments for the public improvements describes in paragraph A.1. that benefit the lots adjacent to Countryside Drive that are included in Phase 2 will be deferred to the earlier of the date of the Developer commences construction of Phase 2 or 36 months of the date of this Agreement; provided that interest will accrue from the date that the special assessments for the public improvements described in paragraphs A.1. are adopted by the City.

Building Permits

- 1. The City agrees that building permits may be issued upon approval of the Final Plat by the City Council and completion of the Improvements.
- 2. The Developer further agrees that City Sewer, Water, Storm Sewer, and Aggregate Base construction of the Streets and temporary street signs, will be completed prior to the issuance of building permits.
- 3. Any storm water ponds must be satisfactorily built in accordance with the approved plans before a building permit is issued.
- 4. The City agrees that certificates of occupancy will be granted when gas, electric, and telephone service are provided to the development and all other requirements have been met by the Developer.
- 6. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer assumes all liability and cost resulting in delays in completion of Improvements and damage to the Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties. No construction of a building and/or structure may be initiated prior to obtaining a City building permit.

Recording and Release

1. The Developer agrees that the terms of this Developer Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Developer Agreement with the Nicollet County Recorder to give notice to future purchasers and Developers.

Property Taxes

1. Should the recording of the Final Plat occur after July 1, any and all property taxes on any public property dedicated as a part of the plat shall be the responsibility of the Developer. The Developer must continue to pay all property taxes on the land described in Exhibit A on a timely manner. Failure to pay property taxes on any property on the land described in Exhibit A by the Developer or its assigns will result in the City not issuing any additional building permits.

General Provisions

- 1. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall constitute a waiver or release.
- 2. This Agreement shall run with the land and may be recorded against the title to the property described in Exhibit A. After the Developer has completed the work required of it under this Agreement, at the Developer's request the City will execute and deliver to the Developer a release of this Agreement.
- 3. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, expressed or implied, now or hereafter arising available to the City, a law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order an may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other rights, power or remedy.
- 4. The Developer shall require any contractor to maintain liability and personal injury insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000 in the aggregate. The City must be named as additional insured under such policy. The contractor must also maintain the adequate worker's compensation insurance and property insurance. The term of the insurance shall be renewable until the construction of the Improvements is complete.
- 5. All disputes associated with this Agreement, shall be submitted to District Court in Nicollet County, Minnesota. Minnesota law shall apply to all disputes.

	6.	Required notices to the Developer shall be in writing and shall be either hand
delive	red to	the Developer, its employees or agents or mailed to the Developer by registered mail
at the	follow	ring address:

Notices to the City shall be in writing	g and shall be either hand delivered to the City Administrator nail in care of the City Administrator at the following
	CITY OF NORTH MANKATO By Mayor
	By City Administrator
1010, by, Mayor and by	owledged before me this day of, City Administrator of North Mankato, a f of the corporation and pursuant to the authority of the City
Notary Public	
	PRAIRIE HEIGHTS DEVELOPMENT, LLC BY Richard Weyhe
STATE OF MINNESOTA COUNTY OF BLUE EARTH The foregoing instrument was acknown 2020, by Richard Weyhe.	owledged before me this day of
Notary Public	

EXHIBIT A

Description:

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Two (2), Township One Hundred Eight (108) North, Range Twenty-seven (27) West, Nicollet County, Minnesota AND

The East Thirteen and Sixty-three-hundredths (13.63) acres of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4)

AND

The West Eleven and Forty-two-hundredths (11.42) acres of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section One (1), Township One Hundred Eight (108) North, Range Twenty-seven (27) West;

AND

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EXCEPTING: That part of Tract A described below: TRACT A: The West 11.42 acres of the Northeast Quarter of the Northwest Quarter of Section 1 Township 108 North, Range 27 West, Nicollet County, Minnesota, which lies southeasterly of Line 1 described below: Line 1. From a point on the west line of said Section 1 distant 110.66 feet North of the Southwest corner thereof, run easterly at an angle of 89 degrees 09 minutes 08 seconds from said west section line (measured from north to east) for 22.82 feet: thence deflect to the left at an angle of 63 degrees 28 minutes 34 seconds for 2963.73 feet; thence deflect to the right on a tangential curve having a radius of 2083.49 feet and a delta angle of 66 degrees 34 minutes 17 seconds having a length of 2420.78 feet for 1166.97 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds from the tangent of said curve at said point for 775 feet to the point of beginning of Line 1 to be described; thence run southwesterly to a point 1340 feet north of the 1/8 section corner west of the center of said Section 1 and there terminating.

ALSO EXCEPTING: That part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 108 North, Range 27 West, Nicollet County, Minnesota, described as: Commencing at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 1; (the west line of the Northwest quarter of Section 1 to have an assumed bearing of North 00 degrees 02 minutes 00 seconds West) thence North 88 degrees 28 minutes 28 seconds East, along the south line of the Northwest Quarter of the Northwest Quarter of Section 1 a distance of 786.92 feet to the point of beginning; thence North 00 degrees 19 minutes 00 seconds West, along the centerline of the township road, 587.83 feet; thence South 68 degrees 52 minutes 12 seconds East, 174.23 feet; thence South 05 degrees 40 minutes 00 seconds West, 190.00 feet; thence South 26 degrees 58 minutes 06 seconds East, 367.75 feet to a point on the South line of the Northwest Quarter of the Northwest Quarter of Section 1; thence South 88 degrees 28 minutes 28 seconds West, along said south line, 307.39 feet to the point of beginning.

AND ALSO EXCEPTING: Any portion of the previously annexed property per recorded Nicollet County Document No. 257006 described as:

That part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 108 North Range 27 West; that part of Government Lot 8 in Section 36, Township 109 North Range 27 West; and that part of the Southeast Quarter of Section 35, Township 109 North Range 27 West, all in

Nicollet County, Minnesota, described as:

Beginning at the southwest corner of Countryside View Subdivision, according to the plat thereof on file and of record with the Nicollet County Recorder; thence North 00 degrees 22 minutes 04 seconds West, (Minnesota County Coordinate System of 1983, Nicollet County Zone), along the west line of said Countryside View Subdivision, the same being the center line of Howard Drive according to said Countryside View Subdivision, a distance of 587.83 feet to the northwesterly corner of said Countryside View Subdivision; thence South 68 degrees 55 minutes 16 seconds East, along the northerly line of said Countryside View Subdivision a distance of 35.45 feet to a point on the easterly right of way line of Howard Drive according to said Countryside View Subdivision; thence North 00 degrees 22 minutes 04 seconds West, 636.56 feet to the point of curvature of a circular curve to the right; thence northeasterly, along a 467.00 foot radius curve, central angle = 27 degrees 28 minutes 21 seconds, an arc distance of 223.92 feet to the point of reverse curve; thence northeasterly, along a 968.00 foot radius curve, central angle = 16 degrees 46 minutes 11 seconds, an arc distance of 283.32 feet to the point of tangency of said curve; thence North 10 degrees 20 minutes 06 seconds East, along the tangent of said curve, 121.52 feet; to the point of curvature of a circular curve to the left; thence northerly, along a 158.00 foot radius curve, central angle = 39 degrees 06 minutes 55 seconds, an arc distance of 107.87 feet to a point on the easterly line of Outlot A, Leonard Diegnau Subdivision, according to the plat thereof on file and of record with the Nicollet County Recorder, thence South 13 degrees 45 minutes 49 seconds West, along said easterly line, 20.43 feet to the most southerly corner of said Leonard Diegnau Subdivision; thence North 48 degrees 47 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 100.95 feet; thence North 57 degrees 40 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 50.00 feet; thence North 68 degrees 35 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 70.00 feet; thence North 80 degrees 21 minutes 11 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 67.00 feet; thence North 86 degrees 14 minutes 41 seconds West, along the southerly line of said Leonard Diegnau Subdivision a distance of 154.30 feet to the southwesterly corner of said Leonard Diegnau Subdivision; thence North 10 degrees 29 minutes 19 seconds East, along the westerly line of said Leonard Diegnau Subdivision a distance of 27.91 feet; thence North 85 degrees 52 minutes 14 seconds West, 89.69 feet to the point of curvature of a circular curve to the right; thence westerly, along a 467.00 foot radius curve, central angle = 06 degrees 43 minutes 30 seconds, an arc distance of 54.81 feet to the point of tangency of said curve; thence North 79 degrees 08 minutes 44 seconds West, along the tangent of said curve, 232.58 feet to the point of curvature of a circular curve to the left; thence westerly, along a 533.00 foot radius curve, central angle = 10 degrees 19 minutes 07 seconds, an arc distance of 95.99 feet to the point of tangency of said curve; thence North 89 degrees 27 minutes 51 seconds West, along the tangent of said curve, 283.98 feet; thence South 88 degrees 31 minutes 00 seconds West, 604.86 feet; thence South 00 degrees 06 minutes 58 seconds West, 66.03 feet; thence North 88 degrees 31 minutes 00 seconds East, 605.54 feet; thence South 89 degrees 27 minutes 51 seconds East, 282.82 feet to the point of curvature of a circular curve to the right; thence easterly, along a 467.00 foot radius curve, central angle = 10 degrees 19 minutes 07 seconds, an arc distance of 84.10 feet to the point of tangency of said curve; thence South 79 degrees 08 minutes 44 seconds East, along the tangent of said curve, 232.58 feet to the point of curvature of a circular curve to the left; thence easterly, along a 533.00 foot radius curve, central angle = 06 degrees 43 minutes 30 seconds, an arc distance of 62.56 feet to the point of tangency of said curve; thence South 85 degrees 52 minutes 14 seconds East, along the tangent of said curve, 243.80 feet to the point of curvature of a circular curve to the right; thence southeasterly, along a 287.00 foot radius curve, central angle = 40 degrees 15 minutes 03 seconds, an arc distance of 201.62 feet to the point of compound curve; thence southeasterly and southerly, along a 92.00 foot radius curve, central angle = 55 degrees 57 minutes 17 seconds, an arc distance of 89.85 feet to the point of tangency of said curve; thence

South 10 degrees 20 minutes 06 seconds West, along the tangent of said curve, 121.52 feet to the point of curvature of a circular curve to the right; thence southwesterly, along a 902.00 foot radius curve, central angle = 16 degrees 46 minutes 11 seconds, an arc distance of 264.00 feet to the point of reverse curve; thence southwesterly and southerly, along a 533.00 foot radius curve, central angle = 27 degrees 28 minutes 21 seconds, an arc distance of 255.57 feet to the point of tangency of said curve; thence South 00 degrees 22 minutes 04 seconds East, along the tangent of said curve, 1212.18 feet to a point on the south line of the Northwest Quarter of the Northwest Quarter of Section 1, Township 108 North Range 27 West; thence North 88 degrees 25 minutes 24 seconds East, along said south line, 33.01 feet to the point of beginning.

Said parcels contain 109 acres, subject to any and all easements of record.



CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 10A	Dept: Com	munity Dev.	Council Meeting Date: 9/8/20					
TITLE OF ISSUE: Consider Resolution Vacating Newcastle Drive.								
PACKCHOUND AND SUDDI EMENT	AL INFOD	MATION: Communit	y Davalonment Director Fischer will provid					
BACKGROUND AND SUPPLEMENTAL INFORMATION: Community Development Director Fischer will provide information concerning the vacation of Newcastle Drive.								
			If additional space is required, attach a separate sheet					
REQUESTED COUNCIL ACTION: Ac	REQUESTED COUNCIL ACTION: Adopt Resolution Vacating Newcastle Drive.							
For Clerk's Use:		SUPPORTING DOCUMENTS ATTACHED						
Motion By:		Resolution Ordinano	ce Contract Minutes Map					
Second By:								
Vote Record: Aye Nay		X						
Whitlock Steiner Norland		Other (specify)						
Oachs								
Dehen								
Workshop		Refer	to:					
X Regular Meeting		Table	until:					
Special Meeting		Other:						

RESOLUTION NO. 72-20 A RESOLUTION VACATING NEWCASTLE DRIVE

WHEREAS, the City Council previously passed Resolution No. 70-20 noting its interest in vacating pursuant to Minnesota Statute § 412.851 Newcastle Drive, legally described as:

All that part of Newcastle Drive located south of Coventry Lane as dedicated in the Charles Klingel Subdivision

and setting a public hearing to consider the vacation of such street; and

WHEREAS, a public hearing to consider the vacation of such street was held on the 8th day of September 2020, before the City Council in the City Hall located at 1001 Belgrade Avenue at 7:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 18th day of August 2020 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council, in its discretion, has determined that the vacation will benefit the public interest because the street is no longer needed due to the layout of the Waters North Development.

And WHEREAS, four-fifths of all members of the City Council concur in this resolution;

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

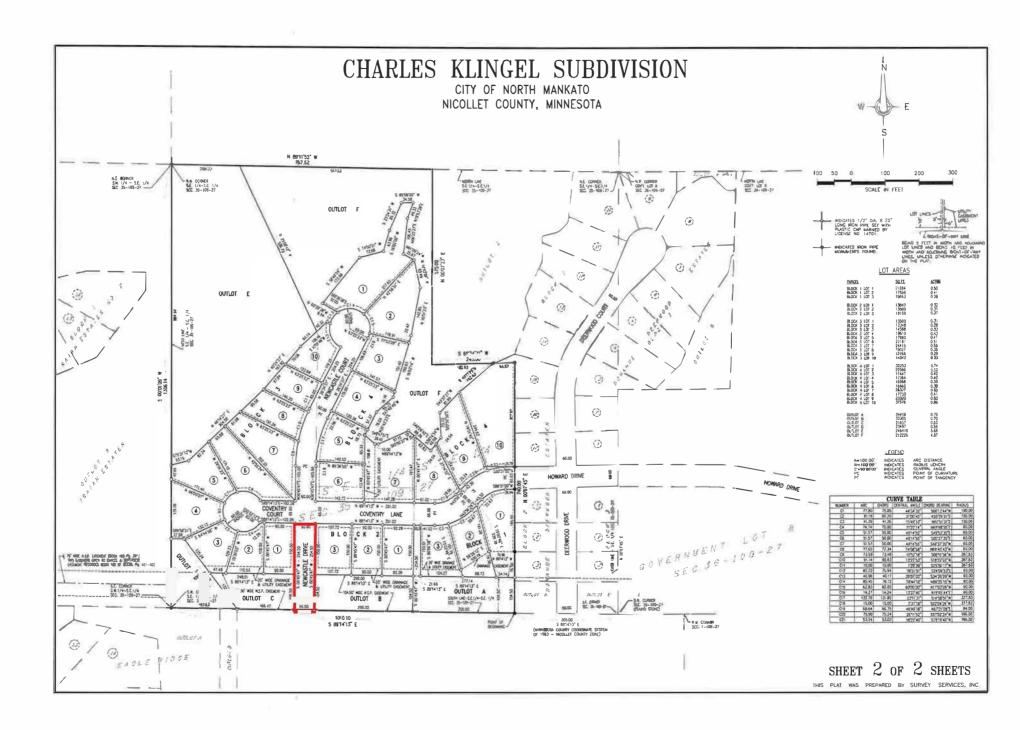
That such petition for vacation is hereby granted, and the *Newcastle Drive* described as follows hereby vacated:

All that part of Newcastle Drive located south of Coventry Lane as dedicated in the Charles Klingel Subdivision

BE IT FURTHER RESOLVED that the Mayor and Community Development Director are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file a notice of this vacation as required by law.

Passed by the City Council of North Mankato, Minnesota, this 8th day of September 2020.

	Mayor
Attested:	
City Clerk	



CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 10B	Dept: Community Dev.	Council Meeting Date: 9/8/20
TITLE OF ISSUE: Consider Approving	the Waters North-Final Plat	a Request from Prairie Development, LLC.
BACKGROUND AND SUPPLEMENTA concerning the Final Plat request from Prai		eview the Planning Commission report
		If additional space is required, attach a separate sheet
LLC.		Plat a Request from Prairie Development,
For Clerk's Use:	SUPPOR	TING DOCUMENTS ATTACHED
Motion By: Second By:	Resolution Ordin	ance Contract Minutes Map
Vote Record: Aye Nay ———— Whitlock Steiner	Other (specify)	Plat
Norland		
Oachs Dehen	<u> </u>	
Workshop	Ref	er to:
X Regular Meeting	Tat	ole until:
Special Meeting	Oth	

THE WATERS NORTH – FINAL PLAT A REQUEST FROM PRAIRIE DEVELOPMENT, LLC

THE CITY OF NORTH MANKATO

SUBJECT:

Final Plat of The Waters North

APPLICANT:

Prairie Development, LLC

LOCATION:

Parts of Section 1 & 2

EXISTING ZONING:

R-1, One-Family Dwelling

DATE OF HEARING:

August 20, 2020

DATE OF REPORT:

August 7, 2020

REPORTED BY:

Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request for final plat consideration of Prairie Heights

COMMENT

In June of 2020, the applicants received preliminary plat approval of Prairie Heights as shown on Exhibit A. Prairie Heights is a new single-family residential subdivision on 109 acres of land recently annexed into the City limits and zoned for low density residential housing. The plat showed the proposed first phase of development and the layout of future phases. Due to the presence of a plat recorded at the County as Prairie Heights, the applicants are requesting consideration of the final plat of The Waters North as shown on Exhibit B.

As with the plat name change, The Waters North layout has changed from the preliminary plat referred to as Prairie Heights. The revised plat consists of 47 lots for single-family homes and the additions of Deerwood Drive, North Pointe Court and South Pointe Court. As there are several Outlots platted, the uses are as follows:

Outlot A - Storm water pond

Outlot B - Storm water pond

Outlot C - Storm water pond

Outlot D - Future development

Outlot E – Future development

Outlot F – Future development

One significant change from the Prairie Heights plat to The Waters North plat is the addition of North Pointe Court as a cul de sac to replace Newcastle Drive. This change was made for engineering purposes. South Pointe Court will be

extended to the west as part of a future phase of development within Outlot D. While subject to change, the proposed future phases of development are shown on Exhibit C.

As the property had been previously zoned R-1, One-Family Dwelling, the minimum lot sizes for this district are:

Lot width – 90 feet Lot depth – 100 feet Lot size – 9,000 sq. ft.

All proposed lots within The Waters North meet or exceed the minimum lot size requirements.

According to the City Code subdivision regulations, 10 foot wide utility easements shall be platted on all front and rear lot lines and 5 foot wide utility easements along side lot lines. As shown on Exhibit B, only easements along front lot lines are platted. According to the applicant, there is anticipation of the shifting of lot lines to accommodate specific lot sizes for future lot owners. By not platting side utility easements, lot lines could be moved without the need to vacate utility easements. However, staff has reached out to all local utility providers and asked for their opinion on the City not requiring side utility easements. In response, the utility companies state it is important for them to have utility easements platted so they can design and locate the necessary infrastructure to serve the subdivision.

As several ravines are located within the subdivision, according to the City Code, developers can either dedicate the ravine property to the City or record an easement approved by the City for the conservation and preservation of the terrain and vegetation. As the developer prefers to enter into an easement, attached as Exhibit D is a proposed Conservation Easement between the City and the developer.

RECOMMENDATION

Staff recommends approval of the final plat of The Waters North subject to the platting of 5 foot wide utility easements on all lots.



CONSERVATION EASEMENT

THIS INSTRUMENT is made by Prairie Development, LLC ("Grantor"), in favor of the City of North Mankato ("City"), a Minnesota municipal corporation.

Recitals

A. Grantors are the fee owners of property ("the Property") located in Nicollet County, Minnesota and legally described as follows:

The Waters North

B. Grantor desires to grant to the City an easement, according to the terms and conditions contained herein.

Terms of Easement

1. <u>Grant of Easement.</u> For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following easement:

A perpetual, non-exclusive easement for conservation purposes over, under, across and through that part of the Property described as follows:

That part of Lots 1, 2, and 3, Block 1 and that part of Lot 2, Block 2 and that part of Outlots A and D, all according to the plat of The Waters North, on file and of record with the Nicollet County Recorder, described as:

Beginning at the northwesterly corner of said Lot 1, Block 1; thence North 00 degrees 03 minutes 58 seconds West, (Minnesota County Coordinate System - Nicollet County Zone -

SH155-23

HARN NAD83 - 2011), along the west line of said Outlot D, a distance of 82.00 feet; thence South 76 degrees 42 minutes 50 seconds East, a distance of 79.77 feet; thence South 56 degrees 39 minutes 51 seconds East, a distance of 56.24 feet; thence North 68 degrees 06 minutes 42 seconds East, a distance of 61.49 feet; thence South 80 degrees 33 minutes 19 seconds East, a distance of 61.43 feet; thence South 60 degrees 44 minutes 26 seconds East, a distance of 44.73 feet; thence South 45 degrees 28 minutes 33 seconds East, a distance of 65.70 feet; thence South 32 degrees 17 minutes 50 seconds East, a distance of 28.80 feet; thence South 10 degrees 19 minutes 03 seconds East, a distance of 93,52 feet; thence South 30 degrees 02 minutes 54 seconds West, a distance of 57.00 feet; thence North 43 degrees 45 minutes 46 seconds West, a distance of 43.26 feet; thence North 26 degrees 43 minutes 38 seconds West, a distance of 148.62 feet: thence South 72 degrees 22 minutes 29 seconds West, a distance of 154.92 feet: thence South 30 degrees 48 minutes 18 seconds East, a distance of 130.34 feet; thence South 37 degrees 01 minutes 41 seconds West, a distance of 31.94 feet; thence North 67 degrees 34 minutes 58 seconds West, a distance of 75.37 feet; thence North 46 degrees 51 minutes 01 seconds West, a distance of 88.99 feet to a point on the westerly line of said Lot 1, Block 1; thence North 00 degrees 03 minutes 58 seconds West, along said westerly line, a distance of 118.78 feet to the point of beginning AND

That part of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 3 and that part of Outlot D, all according to the plat of The Waters North, on file and of record with the Nicollet County Recorder, described as:

Beginning at the northwesterly corner of said Lot 14, Block 3; thence South 00 degrees 03 minutes 58 seconds East, (Minnesota County Coordinate System - Nicollet County Zone -HARN NAD83 - 2011), along the west line of said Lots 14, 13 and said Outlot D, a distance of 613.31 feet; thence North 81 degrees 03 minutes 29 seconds East, a distance of 114.45 feet; thence South 48 degrees 07 minutes 35 seconds East, a distance of 96.68 feet; thence South 14 degrees 55 minutes 23 seconds East, a distance of 94.22 feet; thence South 34 degrees 11 minutes 21 seconds East, a distance of 67.42 feet; thence South 45 degrees 15 minutes 56 seconds East, a distance of 163.81 feet; thence South 15 degrees 23 minutes 57 seconds East, a distance of 95.73 feet; thence South 52 degrees 21 minutes 55 seconds East, a distance of 48.65 feet; thence North 59 degrees 04 minutes 53 seconds East, a distance of 61.20 feet; thence North 10 degrees 47 minutes 49 seconds East, a distance of 34.43 feet; thence North 17 degrees 39 minutes 46 seconds West, a distance of 117.33 feet; thence North 27 degrees 30 minutes 24 seconds West, a distance of 210.38 feet; thence South 82 degrees 46 minutes 18 seconds East, a distance of 315.06 feet; thence North 81 degrees 07 minutes 46 seconds East, a distance of 121.76 feet; thence North 20 degrees 26 minutes 50 seconds East, a distance of 104.52 feet; thence North 79 degrees 48 minutes 24 seconds East, a distance of 228.09 feet; thence North 57 degrees 37 minutes 57 seconds West, a distance of 214.11 feet; thence North 10 degrees 43 minutes 50 seconds West, a distance of 40.26 feet; thence South 79 degrees 16 minutes 10 seconds West, a distance of 25.00 feet; thence South 47 degrees 30 minutes 36 seconds West, a distance of 123.49 feet; thence South 73 degrees 28 minutes 54 seconds West, a distance of 126.46 feet; thence North 78 degrees 45 minutes 59 seconds West, a distance of 158.01 feet; thence North 84 degrees 23 minutes 40 seconds West, a distance of 161.21 feet; thence North 40 degrees 13 minutes 48 seconds West, a distance of 224.11 feet; thence South 18 degrees 36 minutes 55 seconds West, a distance of 65.53 feet; thence North 66 degrees 19 minutes 48

SH155-23 2

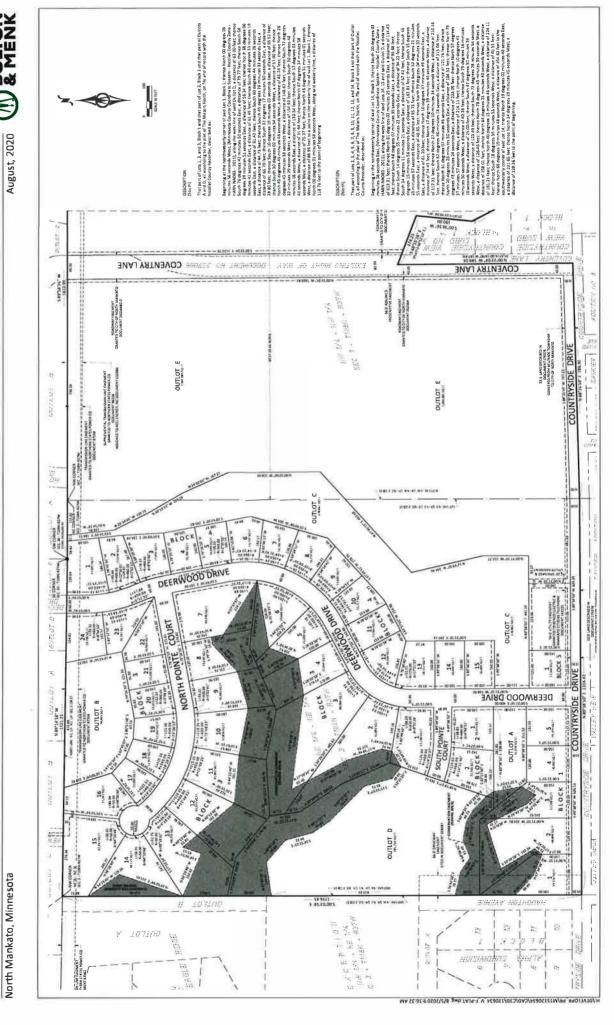
seconds West, a distance of 154.62 feet to the southwesterly corner of said Lot 14; thence North 19 degrees 02 minutes 48 seconds East, a distance of 221.65 feet; thence North 34 degrees 29 minutes 45 seconds West, a distance of 128.36 feet to the point of beginning.

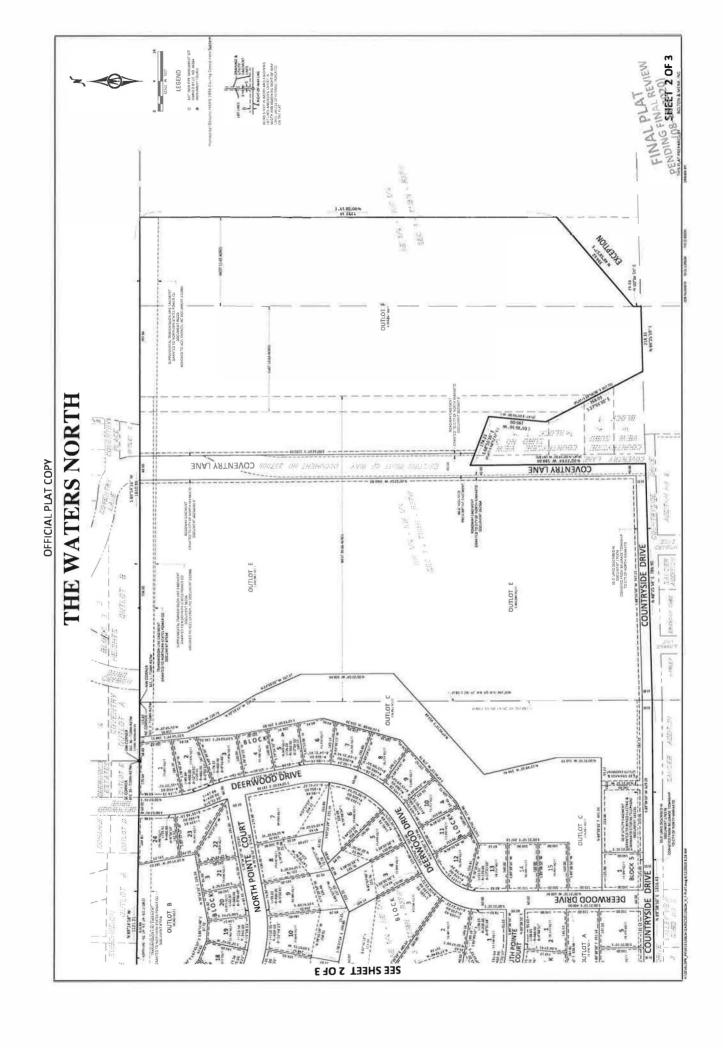
- 2. <u>Scope of Easement.</u> Grantor, for itself, its successors and assigns, declares and agrees that the following prohibitions shall continue in perpetuity in the Easement Area:
 - a. Constructing, installing or maintaining anything made by man.
 - b. Cutting or removing trees or other vegetation. Notwithstanding the foregoing, trimming trees and vegetation to maintain their health, removing dead or diseased trees and vegetation and removing selected trees and vegetation to allow sunlight to penetrate to limited parts of the Easement Area, or to remove invasive plants such as buckthorn may be permitted, but only when approved by the City.
 - c. Excavating or filling within the Easement Area.
 - d. Applying chemicals for destruction or retardation of vegetation, unless first approved by the City.
 - e. Depositing of waste or debris.
 - f. Applying herbicides, pesticides and insecticides.
 - g. Applying fertilizers.
 - h. Conducting activities detrimental to the preservation of the scenic beauty, vegetation and wildlife in the Easement Area.
 - i. Removing, damaging, destroying or defacing any monuments or markers placed to delineate the Easement Area.
- 3. Grantor, for itself, its successors and assigns, grants to the City the affirmative right, but not the obligation, to do the following in the Easement Area:
 - a. Enhance the slope, trees, vegetation and natural habitat at no cost to the Grantor.
 - b. Enter upon the Easement Area at any time to enforce compliance with the terms of this Conservation Easement.
 - c. Take such other action as the City deems necessary or advisable in its sole discretion to enforce compliance with the terms of this Conservation Easement.
 - d. Install and maintain monuments or markers delineating the Easement Area.

- e. Create recreational trails accessible to the public and/or utility service roads
- 4. <u>Warranty of Title.</u> The Grantor warrants that it is the owner of the Property as described above and has the right, title and capacity to convey to the City the Conservation Easement herein.
- 5. <u>Environmental Matters.</u> The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this instrument.
- 6. <u>Binding Effect; Enforceability.</u> The terms and conditions of this instrument shall run with the land and be binding on the Grantor, and Grantor's heirs, successors and assigns. This Conservation Easement is enforceable by the City of North Mankato acting through its City Council.

STATE DEED TAX DUE HEREON: NONE	
Dated this day of	
	GRANTOR
	Prairie Development, LLC
STATE OF MINNESOTA) OUNTY OF)	
The foregoing instrument was acknown, 2020, by Prairie Development, LLC	wledged before me this day of C.
NOTARY STAMP OR SEAL	Notary Public

THE WATERS NORTH





CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 10C	Dept: Finan	ice	Council Meet	ing Date: 9/	/8/20
TITLE OF ISSUE: Receive Tax History Budget Information.	& Distribu	tion, Relevant Strate	gic Plans, and	d Proposed	2021 Tax Levy
BACKGROUND AND SUPPLEMENTA	AL INFOR	MATION:			
					ach a separate sheet
REQUESTED COUNCIL ACTION: Rec 2021 Tax Levy Budget Information. For Clerk's Use:	I I				
For Clerk's Use:		SUPPORTI	NG DOCUM	IENIS AI.	IACHED
Motion By: Second By:		Resolution Ordinano	e Contract	Minutes	Мар
Vote Record: Aye Nay Whitlock	α	Other (specify)	Report		
Steiner Norland		3			
Oachs).			
Dehen					
Workshop		Refer	o:		
X Regular Meeting		Table	ıntil:		
Special Meeting		Other:			



BUDGET WORSKSHOP SEPTEMBER 8, 2020

Tax History & Distribution, Relevant Strategic Plans, and Proposed 2021 Tax Levy

Prepared by Melina Lobitz Government Affairs and Administrative Intern

EXECUTIVE SUMMARY

The purpose of this workshop complies with the budget calendar previously set and passed by the council. The calendar indicates that the September 8th workshop is convened to review and discuss the tax history & distribution backgrounds, relevant strategic plans, and the proposed tax levy.

- The taxable market value (TMV) of the community is estimated at \$1.2 billion for 2021. This is a \$17.7 million increase (or 1.5%) between 2020 and 2021 in new growth.
- The total city tax capacity increased by \$210,000 between 2020 and 2021
- The 2021 tax levy is estimated at \$6.8 million which is a 1.5% increase and amounts to approximately \$98,000 in new operating revenue for the City. All new revenue is allocated to the General Fund for 2021.
- The value of the community increased by 4.3% and new construction makes up 1.5% of that increase.
- The proposed tax rate is 48.275%, a 1.39 percentage point reduction from 2020. The decrease is proposed in recognition of the financial impacts of the COVID-19 pandemic on businesses and homeowners in the community.
- North Mankato is comprised of 5 major tax classifications including residential, commercial, industrial, agricultural, and tax-exempt properties.
 - Residential parcels make up 78% of total City parcels. These parcels pay 57% of all city tax amounts.
 - Commercial and industrial properties make up 5% of total City parcels and contribute to 30% of the City tax levy.
- The top 10 highest contributing tax entities in North Mankato contribute to 7.3% of the total levy or approximately \$515,000. Four of the top ten contributors are Taylor Corporation companies.
- The average North Mankato homeowner pays roughly \$1,000 in city taxes. Roughly 80% of all residents contributing to the tax levy have an estimated property value between \$100,000 and \$300,000.
- When compared to other similarly sized cities, North Mankato ranks in upper third for TMV, in the middle third for levy, and the bottom third for city tax rates. City utility rates are competitive when compared to similar cities in terms of population size and geographic location.
- Randomly selected commercial and residential properties suggest that the city portion of property tax rates has remained relatively flat over the last three years.

CITY OF NORTH MANKATO

TAXABLE MARKET VALUE, TAX CAPACITY, PROPERTY TAX LEVY AND TAX RATE

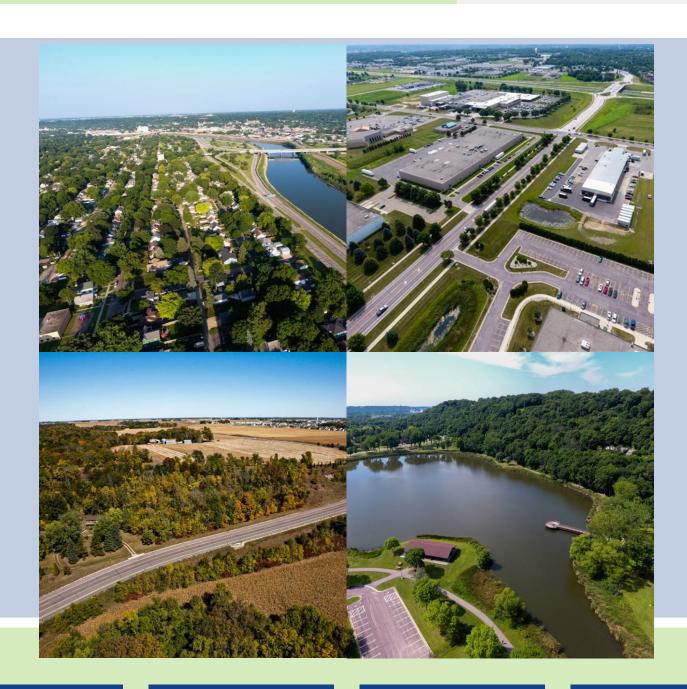
Tax Payable Year (1)	Est. Market Value	Taxable Market Value	Change in TMV	% Change in TMV	Tax Increment Tax Capacity	Total Tax Capacity	Change in Tax Capacity	General Fund Levy	Library Levy	Bookmobile Levy	Comm. Dev. Levy	Parkland Levy	Flood Control Levy	Contingency Levy	Port Authority Levy	Fireman's Relief Levy	Debt Service Levy	Abatement Levy	Total Levy	Percent Levy Increase	Tax Rate
2005	810,495,800	803,155,100			165,397	9,241,924	6.7%	2,203,795	261,023	-	-	55,000	-	19,800	45,000	12,429	1,270,185	57,187	3,924,419	15.20%	42.462%
2006	834,232,100	832,560,000			178,192	9,514,672	3.0%	2,203,795	305,620	-	-	78,500	6,000	25,000	45,000	12,489	1,248,015	-	3,924,419	0.00%	41.246%
2007	857,502,300	856,965,300	24,405,300	2.93%	192,264	9,750,656	2.5%	2,486,493	325,565	-	-	78,500	6,000	25,000	45,000	12,577	1,239,615	-	4,218,750	7.50%	43.267%
2008	917,161,600	914,595,000	57,629,700	6.72%	198,385	10,344,239	6.1%	2,714,951	372,830	-	-	78,500	6,000	35,000	65,000	12,817	1,318,471	-	4,603,569	9.12%	44.503%
2009	945,061,500	926,820,100	12,225,100	1.34%	182,268	10,484,247	1.4%	2,780,856	367,080	10,500	-	8,500	6,000	55,000	65,000	12,935	1,368,208	-	4,674,079	1.53%	44.581%
2010	935,435,600	929,989,400	3,169,300	0.34%	189,067	10,551,259	0.6%	2,753,574	436,745	12,045	-	8,500	6,000	55,000	65,000	13,303	1,463,987	-	4,814,154	3.00%	45.626%
2011	915,774,000	915,046,500	(14,942,900)	-1.61%	80,835	10,598,032	0.4%	2,656,357	436,745	12,045	15,978	8,500	6,000	55,000	65,000	32,686	1,525,843	-	4,814,154	0.00%	45.425%
2012	950,583,400	870,672,800	(44,373,700)	-4.85%	52,436	10,177,574	-4.0%	3,103,154	419,405	39,831	15,978	-	6,000	50,000	65,000	22,740	1,430,015	-	5,152,123	7.02%	50.598%
2013	925,270,700	847,806,500	(22,866,300)	-2.63%	242,538	9,861,666	-3.1%	3,195,028	444,353	42,109	3,282	-	12,000	55,005	74,479	33,856	1,523,672	-	5,383,784	4.50%	54.566%
2014	933,833,600	856,917,400	9,110,900	1.07%	240,045	9,963,464	1.0%	3,778,784	-	-	-	-	-	-	75,000	-	1,530,000	-	5,383,784	0.00%	54.009%
2015	983,644,400	898,894,600	41,977,200	4.90%	255,229	10,432,202	4.7%	3,991,414	-	-	-	-	-	-	75,000	-	1,441,457	88,543	5,596,414	3.949%	53.620%
2016	1,013,909,400	919,768,100	20,873,500	2.32%	257,824	11,062,061	6.0%	4,177,929	-	-	-	-	-	-	75,000	-	1,430,128	111,347	5,794,404	3.538%	53.606%
2017	1,046,173,100	975,204,800	55,436,700	6.03%	314,983	11,255,834	1.8%	4,282,256	-	-	-	-	-	-	75,000	-	1,440,953	112,083	5,910,292	2.000%	52.485%
2018	1,110,030,400	1,041,251,400	66,046,600	6.77%	313,969	12,373,308	9.9%	4,621,889	-	-	-	-	-	-	75,000	-	1,370,848	221,014	6,288,751	6.403%	52.124%
2019	1,211,310,500	1,134,510,200	93,258,800	8.96%	319,666	13,432,345	8.6%	5,040,048	-	-	-	-	-	-	75,000	-	1,375,458	193,332	6,683,838	6.282%	50.950%
2020	1,248,907,400	1,183,925,900	49,415,700	4.36%	362,059	14,035,775	4.5%	5,119,393							75,000		1,143,970	456,196	6,794,559	1.657%	49.668%
2021	1,304,218,400	1,236,359,031	52,433,131	4.43%	378,094	14,657,385	4.4%	5,218,167	-	-	-	-	-	-	75,000	-	1,123,070	477,096	6,893,333	1.454%	48.275%



	BUDGET CALENDAR
May	Finance Director distributes SWOT analyses to Department Heads to complete
June	City Administrator sets expectations for budget requests. Finance Director distributes budget calendars, budget worksheets and capital improvement worksheets to all Department Heads.
July 15th	Department Heads submit budget and capital improvement requests.
July 6-20	CAFR presented to Council. Finance Director assembles preliminary City budget.
End of July	Finance Director presents preliminary City budget to City Administrator
September 8 (7:00 p.m.)	Council Budget Workshop #1 - Tax history & distribution background, Relevant Strategic plans, Proposed Tax Levy guidance
September 14 (12:00 p.m.)	Council Budget Workshop #2 - Present Tax Levy supported funds (Gen. Fund, Debt Service Fund, Port Authority Gen. Fund)
September 21st (7:00 p.m.)	Council Budget Workshop #3 - At the regular business meeting the City Council adopts the proposed property tax levy and announces the time and place of a future city council meeting at which the budget and levy will be discussed and public input allowed, prior to final budget and levy determination.
September 28th (12:00 p.m.)	Council Budget Workshop #4 - Present Utility funds (Water, Sewer, Solid Waste, Recycling, Stormwater)
September 30th	Deadline for City to adopt proposed budget by resolution and certify to the county auditor the proposed property tax levy for taxes payable in the following year. (Will already be completed if Council adopts on Sept. 21st)
October 12th, (12:00 p.m.)	Council Budget Workshop #5 - Present economic development & Recreation Funds (TIF, Joint Economic Development, Caswell Sports, Caswell North, Spring Lake Park Swim Facility, Library Endowment)
October 26th (12:00 p.m.)	Council Budget Workshop #6 - Present 5-year Capital Improvement Plan & Capital Facilities/Equipment Replacement Fund)
November 11 - 24	Period for county auditors to prepare and county treasurers to mail parcel specific notices of proposed tax levies to taxpayers.
November 30th	Staff publishes notice for December 7th "Truth in Taxation" hearing as required by state statute
December 7th	Council Action #7 - At a regular business meeting the City Council holds required Public Hearing for 2021 Budget and 2021-2025 Capital Improvement Plan (1st hearing).
December 21st	City Council holds Public Hearing (continuation hearing, if necessary).
December 21st	Council Action #8 - At a regular business meeting the City Council adopts 2021 Budget and Tax Levy and 2021-2025 Capital Improvement Plan.

AT A GLANCE





PARCELS

- North Mankato contains a total of 5,095 parcels.
- With a population of 14,114, North Mankato's total parcel count includes both rented and owned residences, commercial and industrial zones, agricultural plots, and tax exempt properties.

TAXABLE MARKET VALUE

- •Total TMV for 2021 is estimated at \$1,236,359,031
- •This 2021 value is a **4.4%** increase from the 2019 TMV of \$1,183,925,900.
- •Of this increase, 1.6% is new growth.
- •The City's TMV has been increasing by an average of **3% since 2013.**

NET TAX CAPACITY

- •Total NTC of \$14,657,385
- The "tax capacity value" is determined by multiplying the taxable market value of the property by the statutory percentage rates (also called class rates) for the specific classification(s) / use(s) on the property.

TAX RATE AND LEVY

- •In 2020, the North Mankato tax levy was \$6.8 million. This was just 48% of the NTC.
- •The city tax rate in 2020 was 49.67% which was down from 54.56% in 2013.
- •The proposed 2021 city tax rate is estimated at 48.275%

TAX CLASSIFICATIONS 2020



RESIDENTIAL AND HOMESTEAD

\$1,010 Average City Tax payment for resident/homestead parcels

- Residential parcels total 3,968 including single unit, non-agricultural homesteads.
- •78% of parcels
- •57% of city taxes

AGRICULTURAL

\$2,240 Average City Tax payment for agriculture parcels

- •12 non-homestead agricultural parcels and 1 agricultural homestead
- •less than 1% of parcels
- •1% of city taxes

COMMERCIAL AND INDUSTRIAL

\$8,145 Average City Tax payment for commercial parcels

- •248 commercial and public utility parcels
- •5% of parcels
- •29% of city taxes

RENTAL AND NON-HOMESTEAD

\$1,350 Average City Tax payment for rental/non homestead parcels

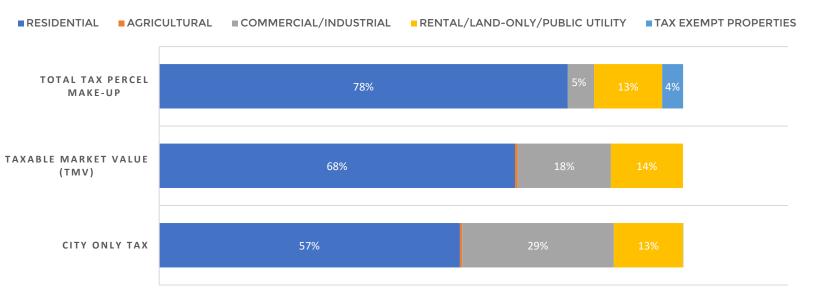
- •685 rental, multi unit, N-H, and /or low income parcels
- •13% of parcels
- •13% of city tax

TAX EXEMPT PROPERTIES

\$107,000,000 Total Estimated Market Value of tax exempt parcels

- •Schools, medical clinics, and places of worship are just some of the tax exempt properties in North Mankato.
- •There are a total of 179 tax exempt properties as of 2020.

CONTRIBUTIONS BY CLASSIFICATION



ANY CLASSIFICATIONS NOT REPRESENTED MAKE UP LESS THAN 2% OF CONTRIBUTIONS IN A GIVEN AREA.

TOP TEN OVERALL



TAXABLE MARKET VALUE - 2020

NAME OF ENTITY	CLASS	TAXABLE MARKET VALUE
VISTA PRAIRIE AT MONARCH MEADOWS	RENTAL/NH	\$8,372,900
KATO ENGINEERING	COMMERCIAL	\$6,359,900
FUN.COM	COMMERCIAL	\$6,279,900
OAK TERRACE ASSISTED LIVING	RENTAL/NH	\$6,276,000
OAK TERRACE SENIOR HOUSING	RENTAL/NH	\$6,267,400
TAYLOR CORPORATION	COMMERCIAL	\$6,160,500
CENTERPOINT ENERGY	COMMERCIAL	\$5,549,900
THEUNINCK CONSTRUCTION	RENTAL/NH	\$5,048,000
CARLSON WEDDING SERVICE	COMMERCIAL	\$4,844,000
CORPORATE GRAPHICS INTERNATIONAL	COMMERCIAL	\$4,802,400
TOTAL PAID		\$59,960,900

5.06% of the total TMV is from the top ten entities



TOP TEN OVERALL



CITY ONLY TAX - 2020

NAME OF ENTITY	CLASS	CITY TAX PAID
KATO ENGINEERING	COMMERCIAL	\$62,804.19
FUN.COM	COMMERCIAL	\$62,009.50
TAYLOR CORPORATION	COMMERCIAL	\$60,823.43
CENTERPOINT ENERGY	COMMERCIAL	\$55,130.49
VISTA PRAIRIE AT MONARCH MEADOWS	RENTAL/NH	\$51,983.03
CARLSON WEDDING SERVICE	COMMERCIAL	\$47,745.85
CORPORATE GRAPHICS INTERNATIONAL	COMMERCIAL	\$47,332.61
WIS-PAK	COMMERCIAL	\$45,629.00
ZIEGLER MANKATO	COMMERCIAL	\$41,310.86
CARLSON CRAFT COMMERICAL OF TAYLOR CORP	COMMERCIAL	\$41,083.38
TOTAL PAID		\$515,852.34

7.39% of the city tax is paid by the top ten entities



TOP TEN



CLASS 1 (RESIDENTIAL HOMESTEAD) - 2020

NAME OF ENTITY	TMV	CITY TAX PAID
47 DEERWOOD CT	\$1,079,200	\$6,079.36
43 DEERWOOD CT	\$922,200	\$5,104.88
622 PARKVIEW CT	\$905,400	\$5,000.57
22 NEW CASTLE CT	\$894,600	\$4,933.52
1543 NOTTINGHAM DR	\$887,400	\$4,888.82
2283 NORTHRIDGE DR	\$786,300	\$4,261.02
17 ORIOLE PL	\$773,600	\$4,182.05
35 DEERWOOD CT	\$751,400	\$4,044.47
18 NEWCASTLE CT	\$724,900	\$3,879.57
26 NEWCASTLE CT	\$706,200	\$3,763.84
TOTAL	\$8,431,200	\$46,138.10

1.15% of class 1 city taxes are paid by the top ten entities

PROPERTY VALUE RANGE	NUMBER OF PARCELS	PERCENTAGE OF CLASS 1 PARCELS	AVERAGE CITY TAX PAID
\$0-99,999	99	2.49%	\$207
\$100,000-199,999	1853	46.69%	\$652
\$200,000-299,999	1297	32.67%	\$1,115
\$300,000-399,999	446	11.23%	\$1,656
\$400,000-499,999	159	4.00%	\$2,161
\$500,000+	76	1.91%	\$3,103



HISTORIC AND CITY COMPARISONS

TAXABLE MARKET VALUE

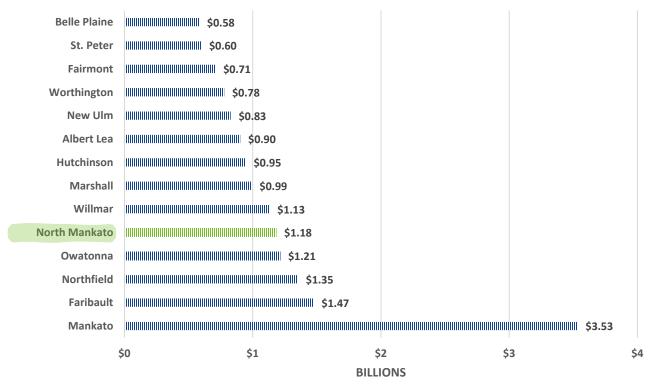
North Mankato est.TMV in 2021 - \$1,236,359,031

A property's TMV is its estimated market value without any tax exemptions, deferrals, or value exclusions that apply. For example, many homeowners have a Homestead Market Value Exclusion, which reduces the amount of home value that is subject to be taxed. The above value is rounded to the millions.

HISTORIC TAXABLE MARKET VALUES



2020 TMV FOR COMPARABLE CITIES





TAX LEVY

North Mankato proposed 2021 Levy - \$6,893,333

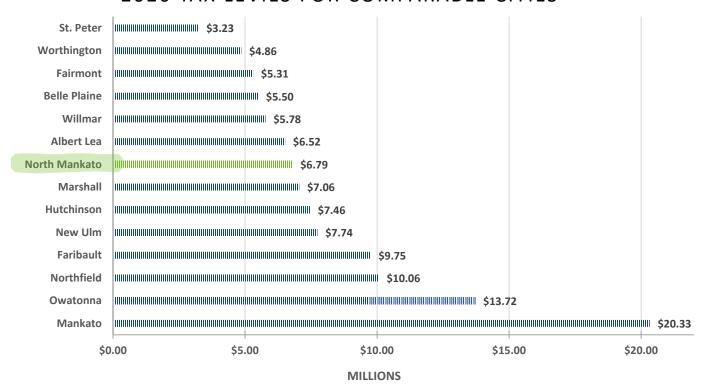
The City's Tax Levy is the amount of money that the City needs to collect from property owners to deliver an array of services for residents each year.

City levies include all levies spread at the city level and disparity reduction aid, which directly reduces property tax rates for city levies.

HISTORIC LEVY GROWTH



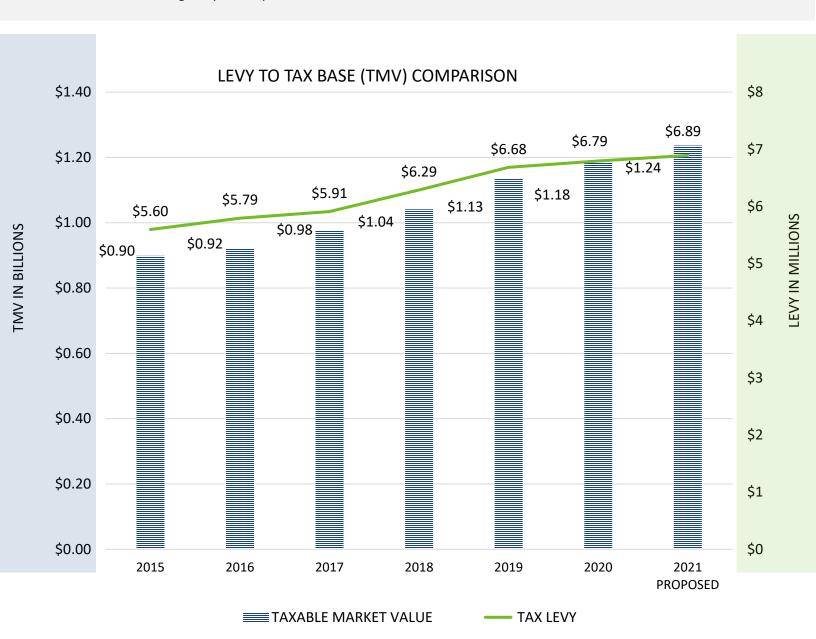
2020 TAX LEVIES FOR COMPARABLE CITIES





LEVY AND TMV

Taxing jurisdictions certify a levy equal to the amount of money they intend to raise from property taxes in the upcoming year. This levy is created based upon the priorities of the governing body. Based on the current taxing philosophy of North Mankato, the TMV and the City's levy go hand in hand. As a result, the City has captured new growth and continued to encourage City development





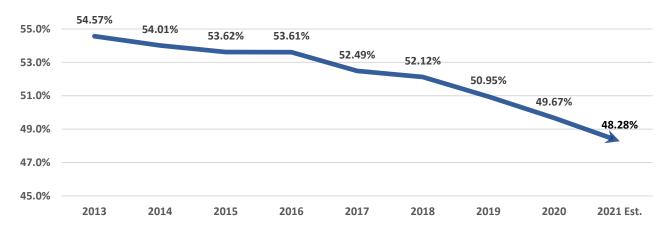
CITY TAX RATE

North Mankato est. city rate in 2021 - 48.275%

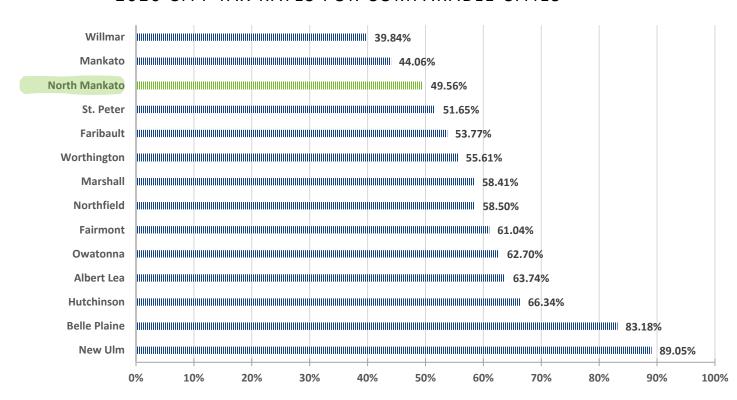
The Tax Rate represents the amount of taxes owed per \$10,000 of home value so that the levy can be raised and then used to invigorate and build up the City.

The City's Tax Rate has been on a general decline since 2013 when it was 54.57%.

HISTORIC TAX RATE CHANGES



2020 CITY TAX RATES FOR COMPARABLE CITIES



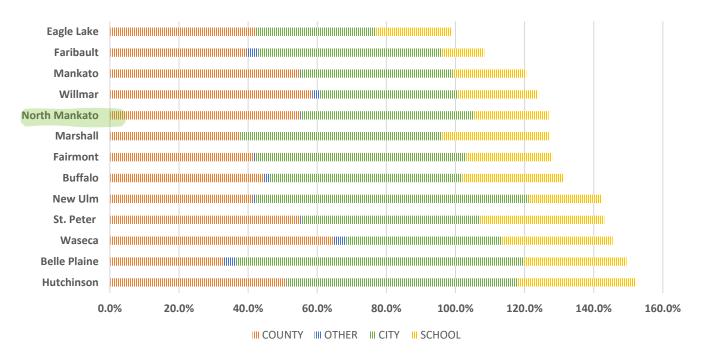


TOTAL RATE

North Mankato Total Tax Rate in 2020 - 126.95%

A City's Total or Overlapping Tax Rate is a sum of all rates applied to the City. This includes city, county, and school tax rates. The category of "other" includes taxes like HRA, Region 9, and additional outlying rates.

2020 TOTAL TAX RATES FOR COMPARABLE CITIES



		Belle	l		New				North		l		Eagle
	Hutchinson	Plaine	Waseca	St. Peter	Ulm	Buffalo	Fairmont	Marshall	Mankato	Willmar	Mankato	Faribault	Lake
COUNTY	50.86	32.71	64.62	55.05	41.27	44.42	41.66	37.54	55.07	58.54	54.70	39.52	42.05
OTHER	0.20	3.768	3.66	0.46	1.03	1.73	0.4	0.15	0.46	2.19	0.46	3.21	0.17
CITY	66.74	83.18	44.9	51.65	78.82	55.81	61.04	58.41	49.66	39.83	44.06	53.13	34.79
SCHOOL	34.25	29.83	32.3	35.90	21.15	29.18	24.85	30.91	21.74	23.10	21.23	12.47	21.75
TOTAL	152.06	149.50	145.48	143.08	142.27	131.14	127.96	127.03	126.94	123.67	120.46	108.34	98.77





UTILITY RATES

North Mankato Total Utility in 2020 - \$61.36*

Following the North Mankato Strategic Plan, utilities fall under Well Planned & Maintained Infrastructure. Primarily managed by the Public Works departments, City provided utility rates include storm, water, and sewer rates. Solid waste and recycling are not included.

* This amount is calculated based on 5K water usage.

2020 UTILITY RATES FOR COMPARABLE CITIES



		North	New		Eagle							Belle	
	Faribault	Mankato	Ulm	Willmar	Lake	Hutchinson	Mankato	Buffalo	Marshall	Waseca	Fairmont	Plaine	St. Peter
STORM	\$4.35	\$3.75	\$0.00	\$1.00	\$3.16	\$4.43	\$4.76	\$5.00	\$5.28	\$3.00	\$3.96	\$3.56	\$7.50
WATER	\$16.35	\$25.15	\$29.00	\$19.62	\$24.85	\$29.55	\$34.02	\$28.04	\$35.27	\$31.92	\$63.60	\$64.36	\$50.24
SEWER	\$15.54	\$32.46	\$34.60	\$50.40	\$43.30	\$38.51	\$34.57	\$48.60	\$44.53	\$52.01	\$29.73	\$53.49	\$70.80
TOTAL	\$36.24	\$61.36	\$63.60	\$71.02	\$71.31	\$72.49	\$73.34	\$81.64	\$85.08	\$86.93	\$97.29	\$121.41	\$128.54





HISTORICAL PROPERTY TAX AND VALUES



HOW PROPERTY TAXES EFFECT RESIDENTS AND BUSINESSES









Government spending and revenues will affect tax bills the most. If spending increases or revenues from other sources such as state aid decrease, your property taxes may increase. Conversely, if spending decreases or revenue from other sources increases, there may see a decrease in the property tax bill. Since property taxes are levy-based, it is possible to have the property tax increase while the market value decreases and vice versa. A property tax rate is calculated by dividing the property tax levy by the total taxable market value in a city, township, county, or school district.



Single Family / Owner Occupied
One Story Brick /2,126 Square Feet on 0.62 Acres
Four Bedrooms / 2 Full Bath; 1 3/4 Bath; 1 1/2 Bath; 1 Whirlpool Tub;

	2018	2019	2020
Taxable Market Value	\$432,900	\$449,700	\$449,700
County Tax Amount	2,388	2,430	2,477
City Tax Amount	2,256	2,291	2,234
School District Amount	1,860	1,885	1,845
Other	22	21	21
Special Assessments	21	21	21
Total Taxes	\$6,548	\$6,648	\$6,598

RESIDENTIAL





Single Family / Owner Occupied Two Story Frame / 2,052 Square Feet on .24 Acres Four Bedrooms / 1 Full Bath; 1 3/4 Bath; 1 1/2 Bath;

	2018	2019	2020
Taxable Market Value	\$195,000	\$224,300	\$235,300
County Tax Amount	1,075	1,213	1,296
City Tax Amount	1,016	1,143	1,169
School District Amount	876	970	993
Other	10	11	11
Special Assessments	21	21	21
Total Taxes	\$2,998	\$3,358	\$3,490



Single Family / Owner Occupied
One Story Townhome / 2,156 Square Feet on 0.39 Acres
Four Bedrooms / 1 Full Bath; 2 3/4 Bath;

	2018	2019	2020
Taxable Market Value	\$311,000	\$344,400	\$344,400
County Tax Amount	1,716	1,861	1,896
City Tax Amount	1,621	1,755	1,711
School District Amount	1,355	1,455	1,424
Other	15	16	16
Special Assessments	21	21	21
Total Taxes	\$4,728	\$5,108	\$5,068

COMMERCIAL / INDUSTRIAL





Single Story / 14,615 Square Feet on 1.59 Acres Store / Large Retail

	2018	2019	2020
Taxable Market Value	\$1,299,100	\$1,285,900	\$1,285,900
County Tax Amount	13,920	13,495	13,751
City Tax Amount	13,152	12,721	12,401
General State Tax	10,410	9,954	9,116
School District Amount	8,308	8,107	7908
Other	124	117	117
Special Assessments	126	126	893
Total Taxes	\$46,040	\$44,520	\$44,186



Single Story / 2,442 Square Feet on 0.267 Acres
Bar / Lounge

	2018	2019	2020
Taxable Market Value	\$206,200	\$213,800	\$213,800
County Tax Amount	1,861	1,905	1,941
City Tax Amount	1,759	1,796	1,751
General State Tax	822	859	787
School District Amount	1,178	1,207	1,178
Other	17	16	16
Special Assessments	63	63	63
Total Taxes	\$5,700	\$5,848	\$5,738

COMMERCIAL / INDUSTRIAL





23.970 Square Feet on 1.86 Acres One Office / Two Warehouses

	2018	2019	2020
Taxable Market Value	\$694,200	\$773,900	\$773,900
County Tax Amount	7,246	7,528	7,670
City Tax Amount	6,846	7,096	6,918
General State Tax	5,103	5,271	4,828
School District Amount	4,362	4,555	4,443
Other	64	64	67
Special Assessments	126	126	126
Total Taxes	\$23,748	\$24,642	\$24,050



Two Story / 88,652 Square Feet on 9.2 Acres Office / Manufacturing (Light) / Warehouse

	2018	2019	2020
Taxable Market Value	\$3,389,200	\$3,521,700	\$3,521,700
County Tax Amount	36,982	37,663	38,376
City Tax Amount	34,941	35,504	34,610
General State Tax	28,746	28,920	26,485
School District Amount	21,942	22,498	21,950
Other	329	323	322
Special Assessments	126	126	5,347
Total Taxes	\$123,068	\$125,036	\$127,090

STRATEGIC PLAN 2021



Outstanding Recreational Assets

Infrastructure

Growing & Vibrant Business, Industrial & Residential Districts

Excellent Quality of Life

Library, Parks & Trails

- ☑ Continue implementing Benson Park Master Plan & Improvements
- ✓ Complete Bluff Park Master Plan including environmental classroom & overlook
- Re-establish Trail from Lake Street to Mary Lane
- ✓ Complete Warming House/ Community Space at Spring Lake Park
- ✓ Complete improvements to outdoor hockey rinks at Spring Lake Park
- ✓ Complete upgrades to Spring Lake Park Swim Facility
- ✓ Pursue hosting Hockey Day Minnesota at Spring Lake Park
- ☐ Complete Master Plan for Wheeler Park incorporating upgrades to bandshell and a historical marker
- ✓ Pursue indoor recreational facility at ✓ Consider Radio Read Meters Caswell Park
- Expand trail network for interconnectivity & add signage to the trail system
- Complete strategic plan for the Taylor Library
- ✓ Implement Ash Bore Prevention Plan
- ✓ Complete Master Plan for Walter S. Farm Park
- ✓ Continue Implementing Parks Master Plan
- ✓ Continue programming and events

Public Works & Infrastructure

Well Planned & Maintained

- ✓ Implement Well Head Master Plan
- Review benefits of sewer lining program
- Consider upgrades to Carol Court / Marvin Blvd Lift Stations
- ☑ Continue implementing the Pavement Management Plan
- Complete Facility Assessment for Public Works Facility
- ☐ Transition street lighting to LED
- Review funding for storm water utility
- Assess what actions can be taken to promote water quality
- energy conservation options
- ✓ Implement sidewalk Master Plan

Public Safety Community & Economic Development

- in active violence and active shooter response
- ☑ Continue participation in Tapestry Program

Safe Community

- ☐ Conduct an in-house safety audit of ☑ Continue development of North Port_communication/marketing plan public facilities and make upgrades as Industrial Park necessary
- Continue nuisance abatement enforcement program
- ✓ Continue rental inspection program Plan
- Consider the benefits of shared School Resource Officer with Mankato Area Schools
- ✓ Continue the culture of community policing
- ✓ Public education in schools. businesses, and neighborhoods

- ✓ Continue implementing technology upgrades for ease of access to permits and licenses
- ✓ Implement goals and policies of the city employees Comprehensive Land Use Plan
- ✓ Implement Northside Revivals Housing Rehabilitation Program
- ☐ Implement Belgrade Avenue Master
- ✓ Pursue and Increase property available for single family residential development
- ✓ Complete Commerce Drive Redevelopment and Beautification Plan
- Review pedestrian connectivity options north and south of Highway 14
- ✓ Partner with Mankato Area Schools for expansion of facilities
- ✓ Complete inventory of historically relevant properties
- ☑ Recruit complementary businesses to service industrial and residential arowth
- ☐ Partner with South Central College to maintain North Mankato's attractiveness to the workforce
- ☐ Pursue orderly annexation agreement with Belgrade Township

Legislation, Administration & **Public Engagement**

- ✓ Expand the use of Public Art and beautification efforts
- Formalize a wellness program for
- Complete an organization
- Consider airspace policies for drones
- ✓ Update Christmas Lights
- Review existing transit service
- ☐ Encourage opportunities for neighborhood networking
- ☐ Consider becoming a Blue Zone community
- ☑ Continue implementing Greenway maintenance policy
- Continue to use community engagement and participatory leadership strategies
- ✓ Affirm support for community events and groups that produce a sence of place and destination through tourism (i.e. BoB, Fun Days, Caswell,
- ☑ Continue boulegvard tree program

STRATEGIC PLANS AND DIRECTIVES



The City has developed and adopted several plans as well as an overarching strategic plan that guides City direction and action. This list highlights many of these plans but is not an exhaustive list.

The **Safe Routes to School Plan** was established in 2015. Since then, improvements have occurred at Dakota Meadows Middle School and Monroe Elementary with additional Lookout Drive improvements totaling roughly \$1.1 million since it was adopted.

The **Pavement Management Study** identifies the needs of the street system within the community and recommends annual allocations to the replacement of pavement. Since 2015 \$2.63 million was invested.

The **Sidewalk Maintenance and Installation Policy** allows for 50% city match for the correction of nuisance properties. In the past 5 years, \$78,743 was spent on sidewalk improvements.

The **Public Art Ideas Plan** provides for the continued proliferation of art throughout North Mankato. Since its establishment, seven sculptures have been placed and additional grants have been received. In the past 5 years, \$51,578 was invested in the Public Art Ideas Fund with an additional \$20,000 investment in the Walking Sculpture Tour project.

The **Commerce Drive Improvement Plan** calls for the redevelopment and beautification of Commerce Drive as well as the creation of a business association. \$3.68 million dollars have been invested into the project, \$2 million of which was comprised of state funding. A business cooperation has been established and future community events are in planning stages.

The **Belgrade Master Plan** calls for the redevelopment of the 200 block and beautification though wayfinding signage. A \$425,000 investment has been budgeted for renovations in the area. More will be accomplished following the construction of Frandsen Bank and the rooftop bar establishment.

The **Budget Reserve Policy** establishes several policies for reserve amounts within the debt service and utility funds. This guidance is met in the proposed 2021 budget and planning.

The Parks and Greenway Management Plan calls for the investment and expansion of public parks by the way of play equipment, natural features, sporting fields, and green spaces used and celebrated by the community. Since 2015, \$1.13 million was invested in the parks plan system.

The **Benson Park Plan** calls for a variety of features to be expanded within the large park including ongoing prairie restoration and protection as well as play equipment expansions, art features, and public restrooms. To date, \$364,547 in improvements have been invested in the park.

The **Spring Lake Park Swim Facility** assessments called for improvements which were completed in 2019 and totaled approximately \$4.8 million including warming house and concession upgrades.

The **Ravine Management Plan**'s purpose is to evaluate the conditions of ravines throughout the community. The most recent project took place in the North Ridge development to reduce and protect against future erosion and totaled \$2.4 million to date.

The Water Supply and Wellhead Protection Plans were implemented to create long-term water use sustainability, environmental conservation, and the protection of groundwater reserves and wellheads. Improvements, testing, and other safety measures undertaken since 2015 have totaled \$656,419.

