

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on May 18, 2015. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Members Norland, Freyberg, Spears and Steiner, City Administrator Harrenstein, Finance Director Thorne, Attorney Kennedy, City Clerk Van Genderen, City Planner Fischer and Public Works Director Swanson.

Approval of Agenda

Item 8G V-1-15, Variance Request to Increase the Maximum Height of a Fence in a Front Yard Setback from 3 feet to 4 feet, a Request from Kerry and Jennifer Walls was removed from the Agenda because the item was tabled at the Planning Commission. **Council Member Steiner moved, seconded by Council Member Norland, to approve the amended agenda. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

Approval of Minutes

Council Member Freyberg moved, seconded by Council Member Norland to approve the minutes of the Council meeting of May 4, 2015. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.

Public Hearing, 7 p.m., Amend City Code, Title V, Public Works, Chapter 50, General Utilities.

Finance Director Thorne indicated the Ordinance reaffirms that property owners are responsible for any unpaid utility bills should a tenant leave a property. With no one appearing before the Council, Mayor Dehen closed this portion of the meeting.

Consent Agenda

Council Member Norland moved, seconded by Council Member Steiner, to approve the amended Consent Agenda which includes:

- A. Bills and Appropriations.
- B. Res. No. 39-15 Approving Donations/Contributions/Grants.
- C. Audio and Large Group Permit for Mankato Teacher's Association Fall Picnic in Wheeler Park, Friday, August 28, 2015 from 3:00 p.m. to 7:00 p.m.
- D. Large Group Permit and Street Closure for Newberry Graduation on Lake Street, Saturday, June 6, 2015 from 1:00 p.m. to 6:00 p.m.
- E. Large Group and Audio Permit for American Cancer Society, Making Strides Against Breast Cancer walk, Saturday, October 10, 2015 from 6:00 a.m. to 1:00 p.m. with music from 8:00 a.m. to 11:00 a.m.
- F. Set Public Hearing for Monday, June 1, 2015 at 7:00 p.m. to Amend City Code, Title XI, Business Regulations, Chapter 111, Alcoholic Beverages.
- H. Res. No. 40-15 City of North Mankato and Mankato Joint Resolution Regarding Operations of Public Access, Education and Government Cable Services.
- I. Res. No. 41-15 Entering Into MnDOT Agreement No. 1000440 and Authorizing Mayor and City Administrator to Execute Agreement.

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

Public Comments

Library Director Lucy Lowry and Beth Christensen, appeared before Council to report on the success of the 2015 Community Read. Director Lowry reported the library gave away 500 books within 5 weeks and doubled attendance over last year to Community Read events. Lowry stated the

success of the Community Read was due to the financial support of the City Council, Civic and Commerce and a grant from the Traverse de Sioux Arts and Cultural Heritage Foundation. She also thanked Dino's Pizzeria, Mark's Barber Shop, South Central College Library, Frandsen Bank & Trust, Lor Ray Drive Salon & Spa, Y Barbers and Garden of Eat'n for supporting the read by being a book pick-up location.

Director Lowry stated this year's "Bookin' on Belgrade" nearly 5k run/walk would occur on Saturday, June 6, 2015, contact the North Mankato Taylor Library at 507-345-5120 for more information concerning the event.

Heidi and Jeff Pengilly, 102 Cleveland Avenue, appeared before Council to express interest in the red garage for sale and removal located at 231 Wheeler Avenue. The Pengilly's stated if the bid on the property was not accepted later in the evening they would like the City to consider moving the garage to their property.

John Hurd, 732 Garfield Avenue, appeared before Council and requested the flier for the Friends of North Mankato be included in May's utility billing. Attorney Kennedy remarked that the provided flier was confusing and wanted assurance that the City's logo was not placed on the flier. Attorney Kennedy also noted potential donors may be concerned with the small processing fee on returned donations.

Barb Church, 102 Wheeler Avenue, appeared before Council and stated the refund processing fee for donations would be \$1.00 to \$2.00 per donation if the Friends of North Mankato were unsuccessful in raising enough funds to purchase the Tschohl property.

Doug and Tammy Krueger, 1612 Sherwood Drive, appeared before Council and reported the house located behind their property at 205 Queens Court appears to be vacant and is in need of upkeep. Administrator Harrenstein directed staff to review the property at 205 Queens Court and take the necessary steps to eliminate the problem.

Business Items

Ordinance No. 66, Fourth Series, Amending North Mankato City Code, Title V, Public Works, Chapter 50, General Utilities. Finance Director Thorne stated the Ordinance reinforces the responsibility of the property owner for all utility bills. Administrator Harrenstein reported the implementation of the Code Change would occur slowly allowing time for property owners to make arrangements with their tenants. Council Member Spears requested information on the reason for the addition to the Code. Finance Director Thorne stated tenants will leave a property with unpaid utilities and property owners will not pay the late charges. Administrator Harrenstein indicated the request came from the utility clerk and would help her process bills and receive final payment. Attorney Kennedy remarked the best way to collect on unpaid bills is to assess them to the property and this will help in the process. **Council Member Freyberg moved, seconded by Council Member Norland to adopt Ordinance No. 66, Fourth Series, Amending North Mankato City Code, Title V, Public Works, Chapter 50, General Utilities. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

Res. No. 42-15 Awarding Bid for Project No. 15-02D 2015 Street Improvements. Public Works Director Swanson reported the project includes the construction of the bituminous wearing course on Coventry Lane, Coventry Place, Coventry Court, Howard Drive, Howard Court, Deerwood

Drive, Deerwood Court, Newcastle Drive and Newcastle Court. Bids were opened at City Hall on Tuesday, May 5, 2015 at 11:00 a.m. The engineer's estimate for the project was \$190,300.00 with OMG Midwest, Inc. bidding \$186,920.00 and W.W. Blacktopping, Inc. bidding \$164,569.50. Public Works Director Swanson reported Bolton & Menk recommended awarding the project to W.W. Blacktopping, Inc. as the lowest responsible bidder. **Council Member Steiner moved, seconded by Council Member Spears to adopt Res. No. 42-15 Awarding Bid for Project No. 15-02D 2015 Street Improvements. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

Consider Accepting Construction Recommendations for Parking in the Downtown.

Administrator Harrenstein stated with the approval of River's Edge townhomes last year the downtown lost 65 unpaved parking stalls. Administrator Harrenstein indicated in response to the loss of parking the City purchased 231 and 233 Wheeler Avenue and will later purchase 235 Wheeler Avenue to provide additional parking. Administrator Harrenstein stated Council direction should be provided on whether a Business Improvement District (BID) should be implemented. Administrator Harrenstein reported once the homes and garages were removed from the property construction could begin, and if a BID district is not implemented, funds for construction could come from 2014 bond premiums and general fund savings from mill and overlay bids. Public Works Director Swanson reported a 42 stall parking lot at 231 and 233 Wheeler Avenue could be constructed for \$42,000 and a 13 stall parking lot at 410 Range Street could be constructed for \$25,000. Council Member Freyberg stated he supports the project but indicated additional discussion should have occurred concerning a BID or Common Area Maintenance (CAM) district. Council Member Spears suggested another option could be to not pave the lots, instead leave the lots gravel. Public Works Director Swanson responded that curb and gutter would still need to be installed and once that is completed the project is over half-way to a permanent installation. Administrator Harrenstein stated that because the City has invested so much into the downtown he encouraged the Council to ensure the investment was well spent. Council Member Spears cautioned the downtown businesses that they need to stop looking for City incentives and funds to operate their businesses. **Council Member Steiner moved, seconded by Council Member Norland to Accept Construction Recommendations for Parking in the Downtown. Vote on the motion: Norland, Spears, Steiner, Freyberg and Dehen aye; no nays. Motion carried.**

Consider Awarding Bid for the Purchase and Removal of the Garages on 231 and 233

Wheeler Avenue. Mayor Dehen noted the late arrival of interest in the garage at 231 Wheeler Avenue, by Heidi and Jeff Pengilly who spoke during public comments. Administrator Harrenstein requested direction from Council concerning the structures located at 231 and 233 Wheeler Avenue. Attorney Kennedy requested clarification on Heidi and Jeff Pengilly's request to move the garage located at 231 Wheeler Avenue to their property. Ms. Pengilly reported they were requesting the City move the garage, which would cost \$8,000-\$10,000, to their property so the City could still receive taxes on the structure. Ms. Pengilly noted that if Council accepted the proposed bid and the structures were not moved in 30-days their proposal could be another option for the City. Council Member Spears stated the houses should be destroyed or used for fire department training. **Council Member Spears moved, seconded by Council Member Norland to Award the Bid for the Purchase and Removal of the Garages on 231 and 233 Wheeler Avenue and Demolish the Houses. Vote on the motion: Norland, Spears, Steiner, Freyberg and Dehen aye; no nays. Motion carried.**

City Administrator and Staff Comments

Public Works Director Swanson reported the Old Belgrade Ravine project is close to completion.

Mayor and Council Comments

Mayor Dehen stated he was informed by City Clerk Van Genderen that the name reported as the Friends of North Mankato fiduciary agency in the May 4, 2015 Minutes was changed from Region 9 Development Commission to Region 9 Area Inc.

Council Member Spears made a motion to Direct Staff to Allow the Friends of North Mankato Flier in May's Utility Bill. Council Member Norland stated allowing the flier in as a utility stuffer is not meant to discourage developers. Attorney Kennedy indicated the City needs to develop a set of criteria for utility stuffers. Mayor Dehen requested the Friends make the Friends of North Mankato more visible to help eliminate the perception that the request for donations may be coming from the City. **Council Member Spears moved, seconded by Council Member Steiner to Direct Staff to Allow the Friends of North Mankato Flier in May's Utility Bill. Vote on the motion: Norland, Spears, Steiner, Freyberg and Dehen aye; no nays. Motion carried.**

Public Comments

Mathias Leyrer, 632 Belgrade Avenue, appeared before Council and requested the opportunity to scavenge the houses located at 231 and 233 Wheeler Avenue for materials prior to their destruction.

Jim Whitlock, 332 Belgrade Avenue, thanked the Council for approving the construction of the parking structures.

There being no further business, on a motion by Council Member Steiner, seconded by Council Member Freyberg, the meeting adjourned at 8:05 p.m.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #7	Department: Administration	Council Meeting Date: 6/01/15																											
TITLE OF ISSUE: Public Hearing to Amend City Code, Chapter 111, Alcoholic Beverages.																													
BACKGROUND AND SUPPLEMENTAL INFORMATION: During the 2015 legislative session the Minnesota State Legislature passed a law allowing Sunday off-sale of growlers of malt liquor. As the City has been approached by the Mankato Brewery to allow Sunday off-sale of growlers, staff requests the City Council review the possibility of amending City Code to allow Sunday off-sale of growlers.																													
<i>If additional space is required, attach a separate sheet</i>																													
REQUESTED COUNCIL ACTION: Adoption of Ordinance 67, Fourth Series is Item #10A.																													
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Notice of Public Hearing, Affidavit of Publication</u> _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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NOTICE OF PUBLIC HEARING TO
AMEND CITY CODE, CHAPTER 111
ALCOHOLIC BEVERAGES

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will hold a Public Hearing on Monday, June 1, 2015 at 7 p.m. in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, to consider amending the City Code Chapter 111, Alcoholic Beverages allowing the Sunday off-sale of growlers of malt liquor produced and packaged by the brewer.

Such persons as desire to be heard with reference to this issue should appear at this meeting. Public comments may be sent to the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, MN 56003. All comments must be received by June 1, 2015.

Dated this 18th day of May 2015.

April Van Genderen
City Clerk
City of North Mankato

AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.

County of Blue Earth

John T. Elchert, being duly sworn, on oath says that he is the publisher or authorized agent and employee of the publisher of the newspaper known as The Free Press and The Land, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute 331.02, 331.06, and other applicable laws, as amended.

(B) The printed _____ Notice _____

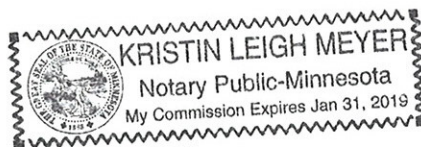
_____ which is attached was cut from the columns of said newspaper, and was printed and published once each week, for 1 successive weeks; it was first published on Friday, the 22 day of May, 2015, and was thereafter printed and published on every Friday to and including Friday, the 22 day of May, 2015; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

By: John T. Elchert
Publisher

Subscribed and sworn to before me on this 22 day of May, 2015.

Kristin Meyer
Notary Public



PROPOSED CHANGES TO CHAPTER 111 OF THE NORTH MANKATO CITY CODE

§ 111.051 OFF-SALE.

An off-sale 3.2% malt liquor license may be issued to any person who qualifies for it under the laws of the state or this Code.

(Ord. 121, passed 9-16-1992)

“Off-sale” malt liquor. (a) A brewer licensed under Minnesota Statute 340A.301, Subdivision 6(d), (i), or (j) may be licensed for the “off-sale” of malt liquor produced and packaged on the licensed premises, subject to the following conditions:

(A) Off-sale of malt liquor may only be made during the hours that “off-sale” of liquor may be made in Chapter 111.205 Hours of Sale of the North Mankato City Code or State Statute. The hours are to include Sundays excluding December 25th and after 8:00 p.m. on December 24th.

(B) The malt liquor shall be packaged in sixty-four-ounce containers commonly known as “growlers” or in seven hundred fifty (750) milliliter bottles;

(C) The malt liquor sold at “off-sale” must be removed from the licensed premise before the applicable closing time at exclusive liquor stores;

(D) The “growler” must be sealed in such a manner that the seal must be broken in order to open the container and the seal must bear the name and address of the brewer, and the legend “Not for Consumption in Public” must be prominently displayed on the seal.

CLAIM REPORT
BILLS PAID AFTER THE COUNCIL MEETING OF MAY 18, 2015
END OF MONTH

80642	AT&T Mobility	cellphone-Bookmobile	\$25.64
80643	Mankato Brewery, LLC	loan-Federal Revolving Loan	\$100,000.00
80644	Telerite Corporation	long distance phone bill-All Depts.	\$255.46
80645	Delta Dental	employee payroll deductions	\$909.40
80646	Hy-Vee, Inc.	items for concessions-Caswell	\$190.58
80647	JWP Schools	10% concession stand sales for tournament 5/15	\$49.80
80648	Mount Olive Booster Club	10% concession stand sales for tournament 5/12	\$68.45
80649	National Insurance Services of WI, Inc.	life insurance for June	\$567.52
80650	National Insurance Services of WI, Inc.	long term disability insurance for June	\$1,106.24
80651	National Insurance Services of WI, Inc.	voluntary life insurance for June	\$68.50
80652	Twin City Striping	street striping-Street Dept.	\$12,577.62
80653	Enventis	telephone bill-All Depts.	\$471.66
80654	Aim Electronics, Inc.	equipment parts & scoreboard-Caswell & Sales Tax	\$5,374.00
80655	Hiniker Homes, Inc.	forfeiture of 12 lots Northgate #2-Debt Service	\$258,338.73
80656	ICMA Retirement Trust - 457	employee payroll deductions	\$3,223.85
80657	ICMA Retirement Trust - Roth IRA	employee payroll deductions	\$450.00
80658	Navitor	business cards-Gen Gov	\$38.53
80659	Sprint	PCA connection card data plan-Police & 2015 Const	\$74.59
80660	L.M.C.I.T.	property-casualty insurance-All Depts.	\$162,500.00
80661	Vine Faith in Action	annual support for 2015	\$12,000.00
Wire	Wells Fargo Bank	interest on bond	\$80,835.63
Wire	Wells Fargo Bank	interest on bonds	\$86,758.75
	Total		<u>\$725,884.95</u>

CLAIMS CONTINUED

General	\$155,732.34
Local Option Sales Tax	\$4,218.08
Federal Revolving Loan	\$100,000.00
Local Option Sales Tax Bonds	\$42,343.75
2014A GO Bonds	\$80,815.63
GO Improvement Bond of 2010	\$35,925.00
GO Refunding Bond of 2010	\$258,338.73
2015 Construction	\$165.39
Water	\$12,199.55
Sewer	\$23,308.02
Recycling	\$5,930.00
Storm Water	\$6,074.98
Solid Waste	\$593.00
Public Access	\$240.48
Total	<u>\$725,884.95</u>

PORT AUTHORITY INVOICES
BILLS PAID AFTER THE COUNCIL MEETING OF MAY 18, 2015
END OF MONTH

none to report

CLAIM REPORT
FOR REGULAR COUNCIL MEETING OF JUNE 1, 2015

Ancom Communications	equipment parts-Fire	\$517.56
APT Machining & Fabricating	equipment parts-Park	\$630.00
Bauer's Upholstery	supplies-Water	\$150.00
Batteries Plus	supplies-Sewer	\$21.99
Blue Valley Sod	supplies-Street	\$72.00
 Bolton & Menk	 engineering fees-All Depts	 \$22,157.80
Border States Electric Supply	Well #5 Rehabilitation-Water	\$205.65
Brandt Law Office, P.A.	legal fees-City Attorney	\$176.00
Brandt Garment Lettering	uniforms-Caswell	\$386.65
CDW Government	equipment parts-Capital Facilities, Water, Sewer	\$83.36
 Cemstone	 concrete-Sales Tax Fund	 \$2,532.50
City of Mankato	wastewater fee for June-Sewer	\$50,000.00
City of Mankato	membership dues-Area Agency Disbursements	\$2,787.00
City of St. Peter	city share of armored vehicle-Police	\$69.37
Climb Theatre	summer reading program-Library Endowment	\$479.00
 Cock-A-Doodle Zoo	 summer reading program-Library Endowment	 \$385.00
Crawler Welding, Inc.	equipment parts-Caswell	\$149.63
DH Athletics LLC	supplies-Caswell	\$623.92
Dollar Tree Store	refund water bill credit - Water	\$3,689.73
Emergency Apparatus Maintenance	equipment testing - Fire	\$3,078.84
 Emergent Networks	 computer and supplies-Street and Shop	 \$307.00
Express Services	crossing guards-Police	\$411.00
Ferguson Enterprises	supplies and water heater-Fire	\$2,808.95
Findaway World LLC	audiobooks-Library	\$337.45
First Line/Leewes Ventures	concessions-Caswell	\$28.90
 Gale/Cengage Learning	 books-Library	 \$215.92
Goodwin, Tony	professional services-Public Access	\$250.00
Hoh, Peter	summer reading program-Library Endowment	\$275.00
Holtmeier Construction	estimate #5 2014 Roe Crest/Noretta Belgrade Ravine	\$41,963.40
Howe, Sandy	fitness program-Police Physical Fitness	\$128.88
Ingram	books-Library & Bookmobile	\$535.52
 JT Services	 equipment parts-Street Lighting	 \$175.00
John Deere Financial	equipment parts and supplies-Park	\$1,072.87
Jonckowski, Dick	fee for Emcee for MSHSL banquet-Caswell	\$200.00
Julius, Kim	professional services-Police	\$33.00
Lageson, Trevor	building permit partial refund-Community Development	\$16.82
 Lakes Gas Co.	 supplies-Recycle Center	 \$106.40
Matco Tools	torque wrench-Shop	\$393.20
Menards-Mankato	supplies-Recycle Center	\$81.48
Minnesota Center for Book Arts	summer reading program-Library Endowment	\$487.00
Minnesota Fire Service Certification Board	training-Fire	\$100.00
 Minnesota Truck & Tractor, Inc.	 equipment parts-Street	 \$54.48
Minnesota Valley Testing Labs	professional services-Sewer	\$59.25

MRCI	wages for MRCI employees-Recycle Center	\$11,388.38
Newman Traffic Signs	signs-Street & Park	\$922.41
Nicollet County Recorder/Abstracter	professional services-Community Development	\$13.00
North Mankato Motor Vehicle Registrar	license tabs-Police	\$12.00
Northern Safety Technology, Inc.	marked vehicle-Capital Facilities Fund	\$1,559.27
OverDrive	audiobooks-Library	\$1,787.86
Petty Cash, Clara Thorne	petty cash items-All Dept	\$301.52
Ramy Turf Products	landscaping materials-Park	\$198.00
Red Feather Paper Co.	cleaning supplies-Street & Caswell	\$193.95
Reichs Quality Ironworks	supplies-Park	\$50.00
Reinhart Food Service	concessions-Caswell	\$891.02
RiverBend Business Products	copier maintenance agreement-Gen Gov & Street	\$1,363.07
Schmidt Siding & Windows	supplies-Park	\$71.38
Sign Pro	supplies-Street, Park, & Recycle Center	\$89.25
SPS Companies	equipment parts and supplies-All Dept	\$1,392.85
Staples Advantage	supplies-All Dept	\$1,685.00
Texas Refinery Corp	diesel fuel treatment-All Dept	\$2,663.25
Tyler Technologies	computer conversion-Gen Gov, Water, & Sewer	\$8,287.75
United Rentals	supplies-Street	\$275.40
Van Genderen, April	travel-Gen Gov	\$105.12
Viking Electric Supply, Inc.	Well #5 Rehabilitation-Water	\$72.05
WW Blacktopping, Inc.	supplies-Water	\$569.52
Wassman Plumbing & Heating	supplies-Sales Tax Fund	\$1,115.64
Wenzel Auto Electric Co.	equipment parts-Police	\$91.00
Werner Electric Supply	Well #5 Rehabilitation-Water	\$311.73
Zahl Equipment Service	equipment parts-All Dept	\$65.00

Total

\$173,712.94

CLAIMS CONTINUED

General	\$28,092.07
Library Endowment Fund	\$1,626.00
Local Option Sales Tax	\$3,648.14
Capital Facilities & Equipment Replacement-General	\$5,066.12
2014 Construction	\$44,228.40
2015 Construction	\$17,380.20
Water	\$8,460.25
Sewer	\$52,997.07
Recycling	\$11,713.59
Storm Water	\$251.10
Public Access	\$250.00
Total	<u>\$173,712.94</u>

PORT AUTHORITY INVOICES
FOR REGULAR COUNCIL MEETING OF JUNE 1, 2015

None to report

RESOLUTION NO.

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
Jo Marie Robbins	Library Endowment – Audio Books	\$50.00

Adopted by the City Council this 1st day of June 2015.

Mayor

City Clerk

CITY OF NORTH MANKATO PARK PERMIT

This permit does reserve space in a City Park.

PERMIT #: 1 -2016 SHELTER: SLP *1 + 2 FEE: _____

TYPE OF EVENT: POND HOCKEY DATE VALID: 2-6-16 HOURS: 8A-5P
2-7-16

ORGANIZATION: Anthony Ford Committee SIZE: 500-600

APPLICANT NAME: Robin Ford

ADDRESS: 116 Quinion Dr CITY: MKTO

ZIP: 56001 DAYTIME PHONE #: 507 381 3379

TENTS: yes ELECTRICITY: yes ALCOHOL: yes (cheer B.O.B)

If keg beer, a \$250 deposit and \$25 fee are required.

AUDIO DEVICES: yes HOT 96.7
Amplified music or band requires Council approval

OTHER: _____

PERMIT APPROVED: _____ DATE: 5-14-15

PERMIT DENIED: _____

REFER TO COUNCIL: ✓

City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

PROHIBITED

- * Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- * Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- * Glass containers.
- * Bonfires.
- * Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- * Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

ALLOWED

- * Personal grills may be brought in.
- * Keg beer is allowed only with a permit.
- * Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- * Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- * Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. **If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.**

SIGNED: Robin Ford

Applicant

5-14-15

Date

For Office Use Only

Receipt # _____

Book _____

Park _____

Police _____

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Mike Fischer, City Planner

DATE: May 21, 2015

SUBJECT: May Traffic & Safety Committee Meeting

On Thursday, May 21, 2015, the Traffic & Safety Committee met to discuss one item of business. Traffic & Safety Committee members present: Community Member Bill Borchardt, Police Chief Chris Boyer, Public Works Director Brad Swanson and City Planner Mike Fischer. City Engineer Dan Sarff was in attendance.

The following is a summary of the meeting:

1. Review variance request to install a fence at 32 Deer Trail exceeding zoning code height requirements.

Staff indicated that the Planning Commission recommended the Traffic & Safety Committee review a variance request to increase the maximum height of a fence from 3 feet to 5 feet at 32 Deer Trail. The Committee reviewed maps of the area including a map showing the preferred fence location by the owners of 32 Deer Trail. It was noted the property owners are proposing a fence for the benefit of their autistic child. Engineer Sarff presented his recommendation to locate the fence a minimum of 10 feet back from the intersecting property lines at Deer Trail and Eagle Ridge Drive. Engineer Sarff indicated that he visited the area and his recommendation was based on the existing conditions, current speed limit, sight lines and the type of fence proposed. The Committee discussed the potential to replace the existing yield signs with stop signs where the private streets in the area intersect with Eagle Ridge Drive.

RECOMMENDATION

The Traffic & Safety Committee recommends a wrought iron fence not to exceed 5 feet in height be installed according to the City Engineer's recommendation and that the existing yield signs at Deer Trail, Eagle Ridge Trail, Cougar Trail and Fox Trail be replaced with stop signs.

MEMORANDUM

TO: Traffic & Safety Committee

FROM: Mike Fischer, City Planner

DATE: May 19, 2015

SUBJECT: May Traffic & Safety Committee meeting

The next meeting of the Traffic & Safety has been scheduled for **Thursday, May 21, 2015 at 9:00 a.m.** in the Municipal Building Conference Room.

AGENDA

1. Review variance request to install a fence at 32 Deer Trail exceeding zoning code height requirements.

The City has received a variance request to increase the maximum height of a fence at 32 Deer Trail from 3 feet to 4 feet. This request was considered by the Planning Commission on May 14, 2015 and was tabled to provide the Traffic & Safety Committee the opportunity to review the proposal. At the meeting, the applicants stated a 5 foot high fence might be more appropriate. Attached as Exhibit A is an aerial map of the property and Exhibit B is a site plan showing the location of the proposed fence on the property which is located at the intersection of Deer Trail and Eagle Ridge Drive.

According the zoning code, the maximum height of a fence in a front yard setback is 3 feet. The intent of the regulation is to maintain maximum visibility, primarily on corner lots. As the Deer Trail property has street frontage on 3 sides, it has 3 front yard setbacks. Attached as Exhibit C is a photograph of the style of fence proposed.

The Planning Commission held considerable discussion regarding the location of the fence on the property with respect to public safety near the street intersection. As shown on Exhibit B, the proposed location of the fence is adjacent to the sidewalk along Eagle Ridge Drive and near its street intersection with Deer Trail.

Attached as Exhibit D is a recommendation from the City Engineer regarding this issue.

RECOMMENDATION

Staff recommends the placement of a fence at 32 Deer Trail as advocated by the City Engineer.

EXHIBIT A



0 132 Feet



Disclaimer:

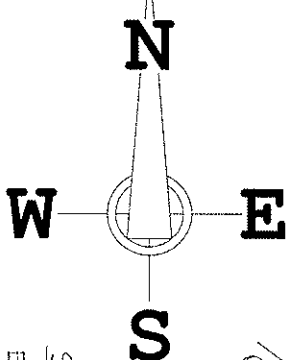
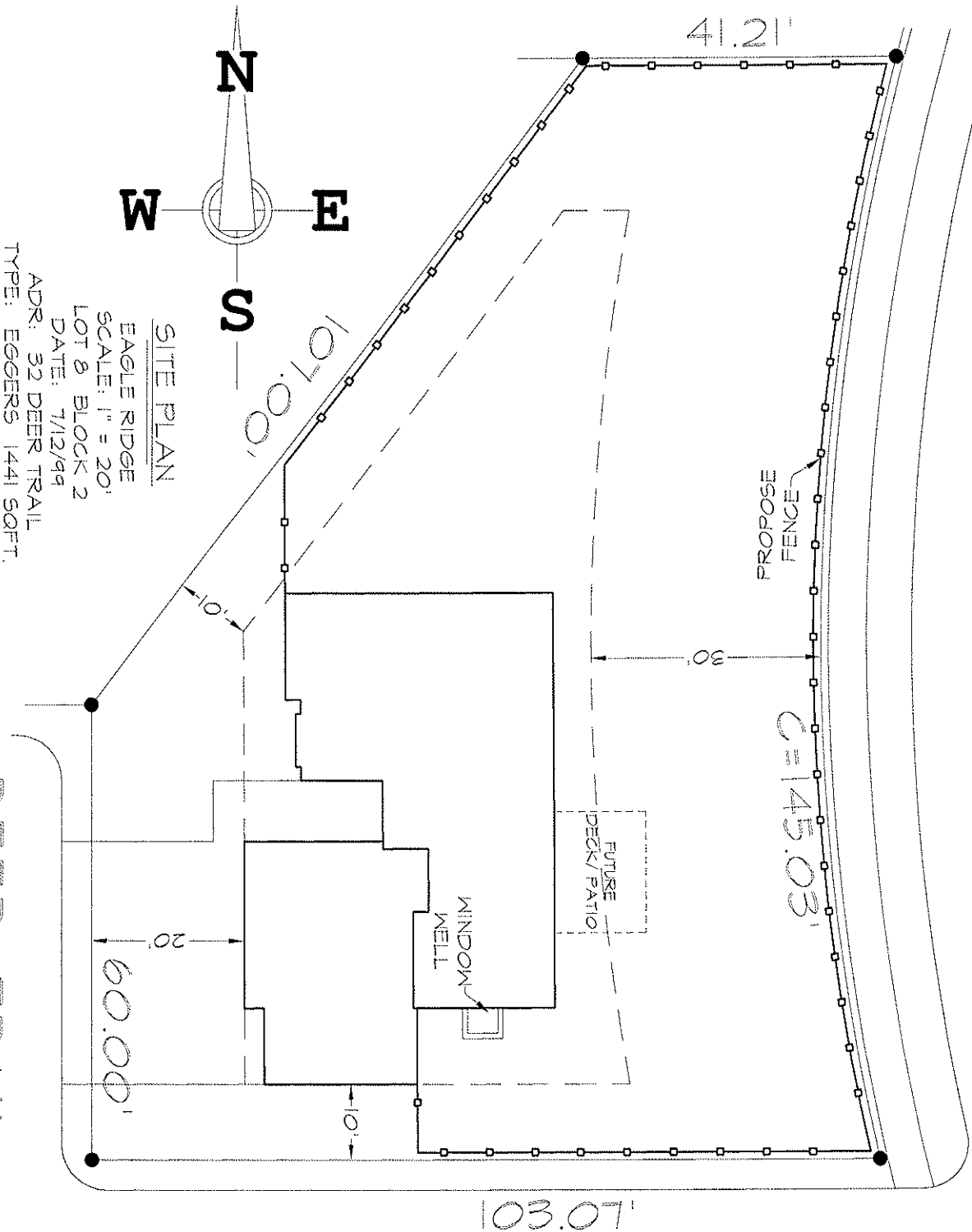
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only.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

© Bolton & Menk, Inc - Web GIS 4/29/2015 7:44 AM



32 Deer Trail

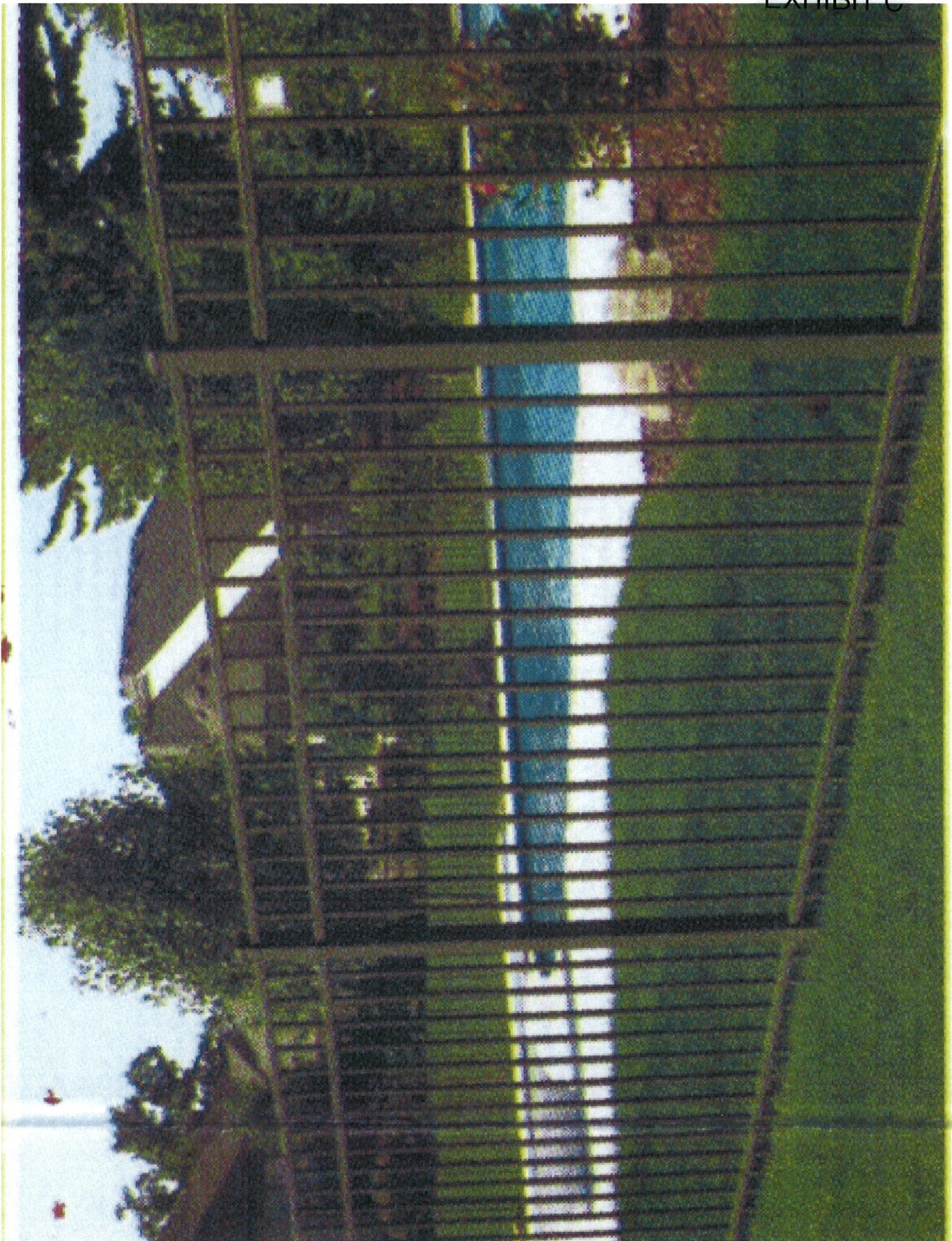
EAGLE RIDGE DRIVE



SITE PLAN
EAGLE RIDGE
SCALE: 1" = 20'
LOT 8 BLOCK 2
DATE: 7/12/99
ADR: 32 DEER TRAIL
TYPE: EGGERS 1441 SQ.FT.

DEER TRAIL

DEER TRAIL





BOLTON & MENK, INC.

Consulting Engineers & Surveyors

1960 Premier Drive • Mankato, MN 56001-5900

Phone (507) 625-4171 • Fax (507) 625-4177

www.bolton-menk.com

MEMORANDUM

Date: May 18, 2015

To: Michael Fischer, City Planner
City of North Mankato, Minnesota

From: Daniel R. Sarff, P.E., City Engineer

Subject: Proposed Fence at 32 Deer Trail, North Mankato

As requested, I have reviewed the information regarding the request from the property owner at 32 Deer Lane regarding the installation of a fence along the property line adjacent to Deer Lane and Eagle Ridge Drive as shown on the attached drawing. Based on our conversations it is my understanding that the request is for the construction of a wrought iron fence that would be up to 5 feet high. It is my understanding that the Planning Commission was concerned about the fence obstructing the view of approaching traffic southbound on Eagle Ridge Drive for vehicles stopped at Deer Drive. This issue was referred to the Traffic and Safety Committee, and you requested that I review and provide a recommendation for consideration by the committee.

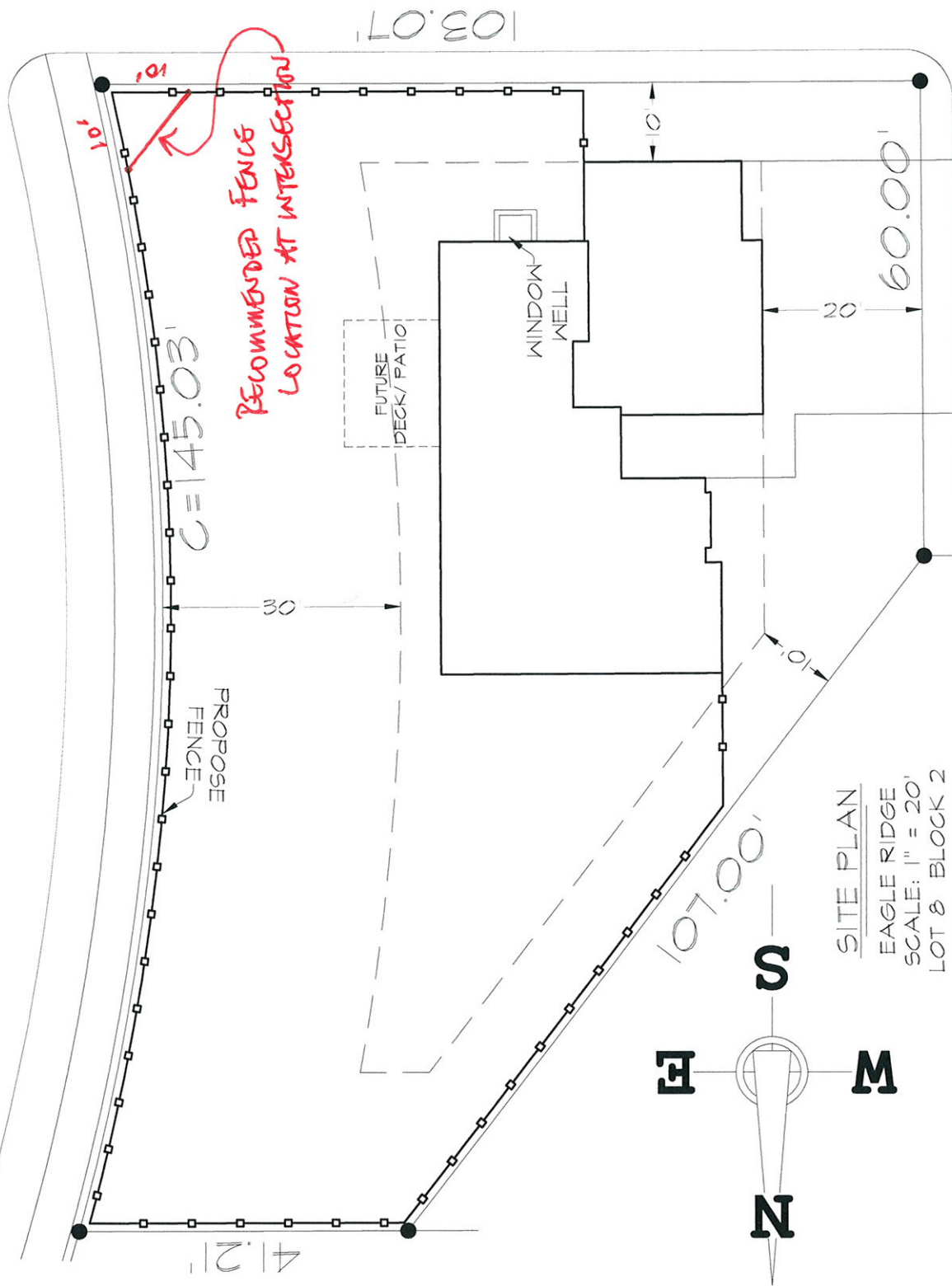
It is not uncommon for Cities to require "sight corners" at street intersections that are free of obstructions that would block the view of traffic for vehicles stopped at a side street and waiting to turn on to a through street. Some Cities have standard dimensions for the obstruction-free sight corners, but the City of North Mankato does not have a standard dimension. In the case of the request at 32 Deer Lane, the intersection of Deer Lane and Eagle Ridge Drive is located on a horizontal curve, so the required sight corner needs to be based on the actual intersection and roadway geometry. In order to be safe, the intersection should provide a sight distance of approximately 350 feet to allow adequate distance for a stopped vehicle to pull out and accelerate in advance of a vehicle approaching at 30 miles per hour. In this specific case, the horizontal curve actually improves the sight distance for vehicles stopped at Deer Lane and looking north along Eagle Ridge Drive, since the drivers can see vehicles approaching at a greater distance coming around the curve than had the intersection been at a 90 degree angle. However, a fence located on the right of way line would still limit the sight distance to less than the recommended 350 feet. Based on calculations for the actual intersection and roadway geometry at this location, I recommend that a sight corner be provided that extends 10 feet each way from the property corner located at Deer Trail and Eagle Ridge Drive. This will effectively require a 'chamfer' in the fence at the intersection as shown on the attached drawing to provide the required sight distance. The area within the sight corner could be landscaped with plantings or other items that would remain at or close to ground level.

If you have any questions or require any additional information, please feel free to contact me.

EAGLE RIDGE DRIVE

DEER TRAIL

DEER TRAIL

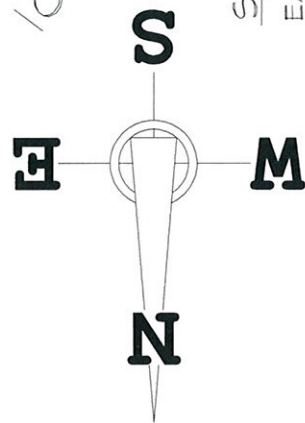


RECOMMENDED FENCE
LOCATION AT INTERSECTION

PROPOSE
FENCE

FUTURE
DECK/PATIO

WINDOW
WELL



SITE PLAN

EAGLE RIDGE

SCALE: 1" = 20'

LOT 8 BLOCK 2

DATE: 7/12/99

ADR: 32 DEER TRAIL

TYPE: EGGERS 1441 SQFT.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8E	Department: Administration	Council Meeting Date: 6/01/15																																	
TITLE OF ISSUE: Consider Authorizing City Administrator to enter into a Contract for Information Technology Services with Pantheon Computer Systems, Inc.																																			
BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review memo.																																			
<i>If additional space is required, attach a separate sheet</i>																																			
REQUESTED COUNCIL ACTION: Authorize City Administrator to Enter into a Contract for Information Technology Services with Pantheon Computer Systems, Inc.																																			
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Motion By: _____</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Second By: _____</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Freyberg		_____	_____	Spears		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Other (specify) <u>Memo and Letter from Attorney</u></p> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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City of North Mankato, Minnesota

To: Mayor Dehen & City Council
From: John D. Harrenstein, City Administrator
Date: May 28, 2015
Re: Consider authorizing City Administrator to enter into information technology service contract with Pantheon Computer Systems

Overview

One strategic action step approved by the City Council in 2014 was to “develop a long term strategy for information technology” service for the organization. To accomplish this priority, a committee was formed representing several city departments:

- Lt. Shawn Morgan, Police Department
- April Van Genderen, City Clerk
- Duane Rader, Water Superintendent / Parks Operation
- Lucy Lowry, Library Director
- Michael Fischer, Community Development Director
- John Harrenstein, City Administrator

The committee drafted a comprehensive RFP for information technology services and distributed it to vendors within a one hour travel distance from the community. A total of five responses were received and the committee interviewed each firm to further assess their qualifications and clarify information from their responses to the RFP. Following the interview process, the committee recommends a contract be executed with Pantheon Computer Systems. The proposed contract is attached to this memo and has been reviewed by the City Attorney.

Recommendation

Staff recommends approval of the contract.



Proactive Maintenance Agreement

This Proactive Maintenance Agreement between the City of North Mankato herein referred to as the Client or the City and Pantheon Computers is effective upon the date signed and will remain in force for a period of twelve (12) months. The agreement will be reviewed annually to make any necessary adjustments or modifications. The hourly rate and Managed Services fees in this contract will be honored for two additional consecutive annual contracts, should the Client choose to continue working with Pantheon Computers.

This agreement is intended to provide for proactive maintenance through the specific services listed in this agreement. It also includes a block of time that is intended to provide enough service time over the course of the year to perform normal maintenance and repair services. This is an estimate only. In the event that additional unit/hours need to be added to the contract, they will be added at the same contractual discounted price level that was used in calculating this agreement. Any unused service unit/hours at the end of the contractual year will be carried over into the next contract. Any and all services requested by the Client that fall outside the terms of this agreement, will be considered Projects and will be quoted and billed as separate, individual services. An example of this type of service would be new equipment installs.

Fees and Payment Schedule

Total agreement invoice will be \$4,412.50, invoiced to the Client on a monthly basis, and will become due and payable on the fifth (5th) day of each month. Services may be suspended if payment is not received by the 15th of the month.

This total agreement amount is a combined total of your monthly cost for your service units and your monthly Managed Services fees.

Monitoring & Maintenance		Number of Machines	Monthly Cost	Annual Cost	
	Servers	2	\$350.00	\$4,200.00	
	Primary Workstations	49	\$612.50	\$7,350.00	
	Secondary Workstations	32	\$200.00	\$2,400.00	
	TOTAL		\$1,162.50	\$13,950.00	
Service Units		Hourly Rate	Monthly Cost	Annual Cost	
	416 Hours (8 Hours/Week)	\$93.75	\$3,250.00	\$39,000.00	
Total Contract		Monitoring & Maint.	Service	Total Annual	Total Monthly
		\$13,950.00	\$39,000.00	\$52,950.00	\$4,412.50

Service Unit/Hours

Pantheon Computers and the Client have agreed to assign **416** service unit/hours to be used to address routine service needs for the duration of this Agreement. Due to this number of hours and this contract type, these unit/hours are being offered at a discount from the regular rate. The monthly cost of this portion of your monthly invoice will be \$3,250.00.

Pantheon Computers assigns service unit/hours based on the type of service provided. One hour of remote support uses .85 unit/hours. One hour of on-site support uses 1 unit/hour. One hour of emergency support uses 1.5 unit/hours. One hour of previously agreed upon and scheduled support outside of normal business hours uses 1.25 unit/hours.

The Client has access to the number of unit/hours remaining in this agreement through Pantheon Computer's Customer Portal and is responsible for tracking their use of unit/hours as well as the number of unit/hours remaining.

Managed Services

This agreement includes Managed Services on 2 Servers. The following table explains what is included in this service:

	Server Package
Remote Access Agent	Included
Monitoring	<ul style="list-style-type: none"> • CPU Usage • Hard Drive Space Remaining • Memory Usage • Connectivity • Patch Status • RAID Alerts • Backup Software Success Reports* • Volume Shadow Copy • AD Domain Services • DNS/DNS Server • DHCP • Local IP • Exchange • Exchange Hub and Mailbox • Print Spooler • Remote Procedure Call (RPC) • Window Software Probe • Maintenance Service • Terminal Server • Battery Backup**
Windows Updates and Patches	Included
3 rd Party Updates and Patches***	Included
Managed Anti-Virus	Included
Annual Physical Inspection	Included
Monthly Inspection of Windows Logs	Included
Remote Discount	15%

*Only available for supported software: Mozy, BackupAssist, ShadowProtect and eFolders

**Only Available for units capable of being monitored

*** Includes: Java, Adobe, Firefox, Safari, Chrome, Shockwave, WinZip, Skype, QuickTime, iTunes, Flash Active X, Flash Plugin

This agreement also includes Managed Services for 49 Primary Workstations, which will be covered by an Advanced Package, and 32 Secondary Workstations, which will be covered by a Basic Package. The following table explains what is included in this service:

	Basic Package	Advanced Package
Remote Access Agent	Included	Included
Monitoring	<ul style="list-style-type: none"> • CPU Usage • Hard Drive Space Remaining • Memory Usage • Anti-Virus Software Status 	<ul style="list-style-type: none"> • CPU Usage • Hard Drive Space Remaining • Memory Usage • Anti-Virus Software Status • Patch Status • CryptoPrevent Event Service • Connectivity
Windows Updates and Patches	Not Included	Included
3 rd Party Updates and Patches**	Not Included	Included
Managed Anti-Virus	Included	Included
CryptoPrevent	Not Included	Included
SPAM Filtering	Included	Included
Annual Physical Inspection	Not Included	Included
Remote Discount	15%	15%

**Includes: Java, Adobe, Firefox, Safari, Chrome, Shockwave, WinZip, Skype, QuickTime, iTunes, Flash Active X, Flash Plugin

Table 1 specifies the equipment covered by this agreement and which specific services will be provided for that piece of equipment. If a one to one substitution is made on the table, an amendment for this agreement is not required. For example:

- If an employee leaves the company and a new one is hired, thus changing the User and Email Address associated with a particular Computer Name.
- If a new computer is bought for an existing employee and the old one is removed from the network, thus changing the Computer Name associated with a particular User and Email Address.

However, the addition or deletion of an entire row to the table will require an amendment to this agreement. Any equipment added without the knowledge of Pantheon Computers, will not be supported under this agreement.

Locations Covered

Pantheon Computers is only obligated to provide service at the site(s) defined in this agreement. Pantheon Computers reserves the right to renegotiate service terms if the Client relocates or adds additional sites. Such right includes the right to refuse service at the relocation and/or new site.

The following locations are covered by this agreement:

City Hall	Public Library	Parks Department
Public Works	Caswell Park	Water Plant 2
City Shop	Fire Department	Spring Lake Park Swim Center
Recycling Center	Police Department	Bookmobile

Hardware Billing

Payment on all hardware is due upon delivery/receipt unless other arrangements have been made through an Account Manager and approved by Pantheon's President. Payment will be accepted in the form of a check or credit card payment.

Taxes

It is understood that any Federal, State or Local Taxes applicable will be added to each invoice. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Pantheon Computers for the state of use.

Travel Charges

Travel charges for these locations are listed below. Charges will be added to Client's monthly billing as they accrue.

There will be no travel charges to locations within the city limits of North Mankato.

Conditions of Service

Pantheon reserves the right to suspend or terminate service if in its sole discretion conditions at the service site pose a health or safety threat to any Pantheon Computers employee or representative.

This agreement is contingent on Pantheon Computers having secure remote access into the Client's network through the process of Pantheon Computer's choice (ex: N-Able).

In order for the Client's existing environment to qualify for many of the services included in this agreement, minimum standards must be met. If any piece of equipment or software in the Client's environment is out of date to the point that Pantheon Computer's system cannot reasonably communicate with it or monitor it or if parts or service is not readily available for a piece of equipment or software, Pantheon reserves the right to refuse service to that piece of equipment or software. In addition, the Client must have reasonable internet speeds for remote monitoring or maintenance.

Pantheon Computers is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Normal Service Hours

Remote Help Desk and Remote Servicing of the Client's IT networks will be provided to the Client by Pantheon Computers between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding holidays. Our service minimum charge is 15 minutes for remote work and 30 minutes for on-site service.

On-Site Servicing of the Client's IT networks will be scheduled between the hours of 8:30 am and 5:00 pm Monday through Friday, excluding holidays.

Network Monitoring Services specified in this agreement will be provided 24/7/365. This monitoring is provided independently of the Client's service unit/hours meaning no unit/hours are deducted for this monitoring, and its cost is covered in whole by this agreement.

Emergency Services and Response

Emergency services are defined as unplanned support performed outside the hours of 8:00 am – 5:00 pm Monday through Friday or on holidays. This type of service will use 1.5 service/units per hour.

Pantheon Computers will advise the client if the support the client is requesting constitutes "emergency support" under the terms of this agreement, prior to assessing the support at the emergency rate. To request emergency services outside of normal working hours, please submit an emergency ticket through the Customer Portal or call 507-835-2212 and follow the prompts to leave an emergency voicemail. This will activate our emergency system.

Services Scheduled Outside of Normal Service Hours

In certain circumstances, services may be scheduled outside of normal service hours. This type of support must be scheduled in advanced and the day and time agreed to by both the Client and Pantheon Computers. This type of service will use 1.25 server/units per hour.

Single Point of Entry

Trouble Tickets may be opened by:

- Sending an email to service@pantheoncomputers.com
- Calling our Operations Center and pressing 1 for Technical Assistance
- Using our Customer Portal at <http://ticket.pantheoncomputers.com>

These trouble tickets will each be given a unique identification number for tracking.

Service Limitations

Service rendered under the Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacture warranty or support.
2. The cost of any parts, equipment, hardware or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees, except Anti-Virus and SPAM filtering as specified in Equipment Covered.
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. Service required for damages or network failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Projects.

Problem Escalation Procedure

The following table shows the target of response time and escalation threshold for each priority level. Response time is defined as the maximum amount of time you can expect to wait for a response given your issue's priority level. A response is defined as contact with you to confirm that we have received the request, have assigned a technician to the issue and the technician has begun working on the issue. This does not necessarily mean that you will physically see that technician within the response time as they may be working remotely, doing research on that particular issue, gathering needed equipment to address the issue, etc.

The escalation threshold is the maximum amount of time that will pass from the initial response time before the issue is escalated to a senior technician if the original technician is not making significant progress toward a resolution. When a

ticket is escalated to a senior technician, the original technician may remain involved as an assistant to the senior technician. If the Client believes that the escalation should occur before the threshold has been reached, the Client can call their Account Manager or the Operations Manager to request the escalation. The Client and Pantheon Manager will discuss the issue and determine whether escalation will occur prior to the threshold. Pantheon may escalate a ticket to a senior technician at any time before the threshold without consulting the Client.

Priority	Level	Trouble	Response time	Escalation Threshold
1	Emergency Response	The network is down. No one can work at all, and we need to have a technician respond now. This level of service may be subject to the time and a half emergency rate. This level of priority will initiate an emergency notification system that will notify all on-call technicians of the emergency immediately, regardless of the time of day.	Within 1 hour	1 Hour
2	Critical Response	We have a critical issue that is either making work difficult for everyone or is preventing one of our primaries from working at all. If you decide you want immediate response this will be elevated to a Priority 1 issue and is subject to all Priority 1 conditions.	Within 4 working hours	2 Hours
3	Normal Response	One or more employees are experiencing an issue that is making work difficult for them.	Before the end of the next working day	3 Hours
4	Schedule Maintenance	There is an issue we would like to have looked at. While we want it done in a timely manner, it is not especially urgent and can wait for service for a little while.	Within three working days or on next scheduled visit depending on what is most appropriate	2 Days
5	Not Time Sensitive	This issue is not time sensitive. We would like to have this looked at or explored, but at this point, we do not have a particular time frame in mind.	Within a reasonable amount of time given the request	1 Week

Resolution Time

An appropriate resolution time for any given ticket is highly dependent on the nature of the issue. For example: a simple DNS change should be completed within one hour, while a data recovery from a damaged hard drive that needs to be done by an expert in a clean room could take weeks.

With any ticket, Pantheon will be communicating with the Client what action is currently taking place and what the next step will be. The frequency of these communications will increase with the priority of the ticket. For all Priority 1 tickets,

the Account Manager will be involved, managing the issue and facilitating communication between the technicians and the Client.

If at any time the Client feels that the resolution time on a ticket has become too long given the nature of the problem, they will initiate a Resolution Time Grievance with their Account Manager and/or the Operations Manager using the emergency response system. The Account Manager and Operation Manager will do an immediate assessment of the situation and communicate with the Client within one office hour for Priority 1 and 2 tickets and within one business day for tickets of lower priority. At this point, all parties involved will come to an agreement as to the specific written plan of action that will be taken and the time frame within which those steps will be taken. This plan will be documented and made available to all involved parties.

Escalation Penalties

An escalation penalty can be assessed against Pantheon Computers if the following conditions occur with a Priority 1 or a Priority 2 ticket:

- The Response Time (as defined above) is not within the maximum
- The issue is not escalated to a senior technician (as defined above) within the Escalation Threshold
- The Account Manager or Operations Manager does not respond to a Resolution Time Grievance within one office hour
- The plan of action set in place due to a Resolution Time Grievance is not completed within the time frame that was agreed upon.

If an escalation penalty is warranted the City of North Mankato would be entitled to a credit on their next monthly invoice equal to 5% of their Monthly Service Agreement fee. The maximum client discount to be received in a given month as a result of an Escalation Penalty is 15% of the Monthly Service Agreement fee. This discount percentage will not apply to Hardware, Software, or Billable Project Work.

Warranty

Pantheon warrants its service for 30 days. If the work done by a Pantheon representative does not resolve the intended problem we will resolve the issue at no charge to the client unless:

1. This is a new occurrence of the same problem (i.e. we successfully remove a virus and your computer is re-infected with a new virus, even if it is the same virus, due to lack of sufficient protections)
2. The problem requires a more involved resolution of which the original work was a reasonable step towards the final resolution. (i.e. a computer has a problem with a number of possible resolutions. It may be necessary to apply resolution 1 and determine if it works before moving to resolution 2. In this case resolution 2 may resolve the issue, but resolution 1 was a reasonable first step before attempting resolution 2)
3. There is outside user or environmental influence over the problem (i.e. a problem is repaired by a Pantheon technician but a piece of hardware is re-connected to the computer and causes the same problem, or the user attempts to do something in which the computer or software is not intended and causes the problem)

With respect to goods (including but not limited to software and hardware), Pantheon makes no warranty as a part of this contract.

Independent Engagement/Non-Solicitation

Because our employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any Client while they are employed by Pantheon Computers and for a period of one (1) year thereafter.

The Client acknowledges that Pantheon Computers is involved in a highly strategic and competitive business. The Client further acknowledges that the Client would gain substantial benefit and that Pantheon Computers would be deprived of such benefit, if the Client were to directly hire any personnel employed by Pantheon Computers. Except as otherwise provided by law, the Client shall not, without the prior written consent of Pantheon Computers, solicit the employment of Pantheon Computer personnel during the term of this Agreement and for a period of one (1) year following the expiration of this Agreement.

Confidentiality

Pantheon Computers and its agents will not use or disclose Client information, except as necessary to or consistent with providing services, and will take reasonable precautions against unauthorized use.

Security/Security Breach Notification

Pantheon Computers will take reasonable safety measures to protect client information that is stored by Pantheon Computers as part of its service documentation. These measures will include performing employee background checks, having all employees sign Confidentiality Agreements, and maintaining internal network security measures that meet current industry standards. Any technicians that will have access to information stored or accessed specifically by the Police Department will complete CJIS Security & Awareness Training and will undergo a more strenuous background check including fingerprinting.

In the event of a security breach, Pantheon will first take measures to restore the reasonable integrity of the data system. Pantheon will then provide written notice to the client in compliance with Minnesota Statute.

Silent Data Corruption

The Client acknowledges that all hardware has an error transaction rate. While data loss is usually apparent, data corruption is generally not discovered until that particular piece of data is required.

Though unlikely, data loss or corruption can occur during the transfer of data. The Client is strongly advised to use verification processes to verify the integrity of stored data. The frequency of this verification process is to be determined by the Client in accordance with their data protection needs. Pantheon Computers will be held harmless against loss of data where such loss is due to hardware, software or telecommunications failures.

Limitation of Liability

Pantheon Computers will not be liable for consequential damages (which may include loss profits or revenue, loss of use of equipment, lost data, cost of substitute equipment) arising out of or resulting from services it provides to the Client, unless said consequential damages directly result from Pantheon Computer's own negligence. Pantheon Computers will not be held negligent if the Client fails to provide sufficient notice or information to Pantheon Computers on a situation that results in consequential damages. Likewise, Pantheon Computers will not be held negligent if a Pantheon Computers representative makes a reasonable response to a circumstance, given the information they have about it, even if, in hindsight, another course of action may have avoided consequential damages.

Indemnification

The Client hereby agrees to defend, protect, indemnify and hold harmless Pantheon Computers for claims arising out of the Client's use of software or hardware that is in the Client's sole possession. The Client does not agree to indemnify Pantheon Computers for claims based upon the Client's proper use of software or hardware that is provided by Pantheon Computers.

Non-Discrimination

During the performance of the contract, Pantheon Computers shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin except when religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operations of Pantheon Computers. Pantheon Computers shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

Pantheon Computers, in all solicitations or advertisements for employment placed by or on behalf of Pantheon Computers will state that Pantheon Computers is an equal opportunity employer.

Pantheon Computers shall include the provisions of this nondiscrimination clause in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon the subcontractor or vendor.

License Requirement

Pantheon Computers is be licensed in accordance with the City's Business Licenses and Business and Occupational Tax rules.

Hold Harmless Clause

Proposals shall provide that during the term of the contract, including any warranty period, the firm shall indemnify, defend, and hold harmless the City of North Mankato, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights, sustained by any person or property in consequence of any neglect or misconduct in contract work, or on account of any act or omission by the Vendor or his employees, or from any claims or amounts arising from violations of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include all claims and damages involving infringement of patent or copyrights.

Copyright

Pantheon Computers hereby irrevocably transfers, assigns, sets over and conveys to the City all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. Pantheon Computers further agrees to execute such documents as the City may request to effect such transfer or assignment.

Further, Pantheon Computers agrees that the rights granted to the City by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, Pantheon Computer's remedy in the event of termination or of dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the City approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with Pantheon Computers for work related to work pursuant to this Agreement.

Ownership of Products

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City of North Mankato.

Dispute Resolution

Arbitration shall not be applicable for the resolution of disputes between City and Pantheon Computers. Should any disputes arise with respect to this contract, Pantheon Computers and the City agree to act immediately in good faith to resolve any such disputes. Pantheon Computers agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by Pantheon Computers as a result of such failure to proceed shall be borne by Pantheon Computers, and Pantheon Computers shall make no claim against the City for such costs. City can withhold in an escrow account fees associated with the dispute due Pantheon Computers as a guarantee to resolve said disputes. During this period Pantheon Computers cannot withhold support or maintenance.

Disputes by the Pantheon Computers with respect to this Contract shall be decided in the first instance by the City Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Pantheon Computers. This decision shall be final and binding unless within twenty (20) days from the date of such decision Pantheon Computers mails or otherwise furnishes the City Administrator a written appeal addressed to the City Administrator. Decision by the City Administrator shall be final and binding unless a timely appeal is made within thirty (30) days to the Circuit Court of Minnesota County, Minnesota. The decision of the City Administrator shall be final and binding unless set aside by a Court of competent jurisdiction in Minnesota County, Minnesota as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision, Pantheon Computers shall proceed diligently with the performance of the Contract in accordance with that decision.

Contract Order of Precedence

To the extent that any conflict arises between the provisions of this Contract and those of the Request for Proposals and the Purchasing Regulations, they shall be resolved by giving first preference to the Purchasing Regulations, then to this Contract, then to the Proposal Response from the Vendor, and then the Request for Proposals.

Examination of Records

1. Pantheon Computers agrees that the City of North Mankato Office of the Purchasing Agent, or his/her duly authorized representative, shall, until the expiration of five years following the final payment on the contract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of Pantheon Computers involving transactions related to the contract in question.
2. Pantheon Computers further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of Pantheon Computers involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts of purchase orders for public utility services at rates established for uniform applicability to the general public.
3. The periods of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

Termination

This agreement may be terminated by the Client upon thirty (30) days written notice if Pantheon Computers:

1. Fails to fulfill its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
2. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

If thirty (30) days after the receipt of such written notices, Pantheon Computers has not successfully cured or remedied the specific failure or breach specified in the written notice, then Termination will proceed. At such time, Pantheon Computers will assist the Client in the orderly termination of services, including timely transfer of the services to another designated provider. The Client agrees to pay Pantheon Computers the actual costs of rendering such assistance. All terms and conditions of the agreement shall remain in full force and effect during this transition period, which is not to exceed 60 days.

In the event of a termination, the Client agrees to pay Pantheon Computers for any services provided but not yet paid for, including, but not limited to, service unit/hours.

Sixty (60) days after sending or receiving a termination notification, Pantheon Computers will delete all client network information including, but not limited to: usernames, passwords, and network specifications and configurations.

General Provisions

1. Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
2. Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any provision hereof.
3. Waiver: Any failure of either party to comply with any obligation, covenant, agreement or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent failure.

Conclusion

This Agreement shall be governed by the laws of the State of Minnesota. It constitutes the entire Agreement between the Client and Pantheon Computers for monitoring/maintenance/service of equipment in use at the time of the signing of this contract as specified in the terms of this contract. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Client.

CEO - Pantheon Computer Systems, Inc.

Date

Client

Date



CITY OF NORTH MANKATO

OFFICE OF
CITY ATTORNEY

MICHAEL H. KENNEDY
CHRISTOPHER M. KENNEDY

REPLY TO:
99 NAVAHO AVENUE, SUITE 104
MANKATO, MN 56001
TELEPHONE: 507-345-4582
FAX: 507-345-1010

May 5, 2015

Ms. April Van Genderen
City Clerk
City of North Mankato
1001 Belgrade Avenue
P.O. Box 2055
North Mankato, MN 56003-2055

By E-mail

Re: Pantheon Computer Systems, Inc.

Dear Ms. Van Genderen:

At your request I have reviewed the Certificate of Liability Insurance provided by Pantheon Computer Systems, Inc. The certificate appears to be in order. It was issued by Rongstad Insurance Services, LLC, 108 2nd St. NE, P.O. Box 370, Waseca, MN 56093 through Western National and Auto Owners Insurance. The limits are as follows:

General Aggregate	\$ 2,000,000.00
Products Liability	\$ 2,000,000.00
Personal and Individual Injury	\$ 1,000,000.00
Workers Compensation	\$ 500,000.00

The certificate holder is the City of North Mankato. There is also a certificate of insurance issued by Alexander J. Wayne & Associates, Inc. through Lloyd London indicating professional liability insurance in the amount of \$2,000,000.00. Again the certificate holder is the City of North Mankato. The insurance appears to be sufficient and properly documented.

I have not reviewed in detail the maintenance agreement other than to note that the signature line simply states Pantheon Computer Systems and it should say Pantheon Computer Systems, Inc. and it should be set up for signature by officers of the corporation. I called and verified with the



1001 Belgrade Avenue • North Mankato, MN 56003 • Telephone 507-625-4141
An Equal Opportunity - Affirmative Action Employer



20% Post-Consumer Waste

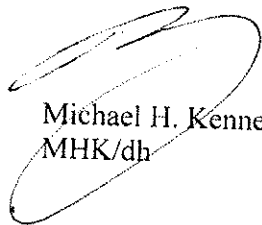
Page Two
May 5, 2015
Ms. April Van Genderen

corporate offices today the fact that they are a corporation as set forth in the Certificate of Liability Insurance.

If there are any specific provisions of the service agreement you wish to have me review please let me know.

Sincerely,

KENNEDY & KENNEDY

A handwritten signature in black ink, appearing to read "Michael H. Kennedy", is written over the typed name and initials.

Michael H. Kennedy
MHK/dh

CITY OF NORTH MANKATO ~~PARK PERMIT~~

AUDIO/LG GROUP

This permit does reserve space in a City Park.

PERMIT #: 81 -2015 SHELTER: _____ FEE: 8:00
TYPE OF EVENT: BOOKIN' ON DATE VALID: 6/6/15 HOURS: 7:30-10:30
BELGRADE a.m.

ORGANIZATION: Business on Belgrade SIZE: 100-125
APPLICANT NAME: Lucy Lowry
ADDRESS: 1001 Belgrade Ave CITY: North Mankato
ZIP: 56003 DAYTIME PHONE #: 507/345-5120

TENTS: _____ ELECTRICITY: _____ ALCOHOL: _____

If keg beer, a \$250 deposit and \$25 fee are required.
AUDIO DEVICES: amplified music (Radio Mankato)
Amplified music or band requires Council approval

OTHER: _____

PERMIT APPROVED: _____ DATE: _____

PERMIT DENIED: _____

REFER TO COUNCIL: ☒ _____

City Clerk

The following rules and regulations have been set by the City Code which apply to all parks and are enforced:

PROHIBITED

- * Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Park Department.
- * Pets (Allowed in Benson Park and Bluff Park only. Must be on a 6' leash).
- * Glass containers.
- * Bonfires.
- * Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices.
- * Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices shall end at 8 p.m.

ALLOWED

- * Personal grills may be brought in.
- * Keg beer is allowed only with a permit.
- * Fishing/Ice fishing on Ladybug Lake and Spring Lake only.
- * Non-motorized canoes and kayaks on Ladybug Lake and Spring Lake. Children under 12 must be accompanied by an adult. Flotation device required.
- * Hog roasts are allowed in the parks on hard-surfaced lots only.

I, the undersigned, understand that the park shelter reservation fee is NOT a deposit and is NOT refundable for any reason other than inclement weather making it impossible to hold a picnic. Cancellation of this park shelter reservation will NOT result in a refund of the fee. **If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.**

SIGNED: Lucy Lowry 5/27/15
Applicant Date

For Office Use Only

Receipt # _____ Book _____ Park _____ Police _____

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10A	Department: Administration	Council Meeting Date: 6/01/15																												
TITLE OF ISSUE: Consider Amending City Code, Title XI, Business Regulations, Chapter 111, Alcoholic Beverages.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Public Hearing was held earlier in the evening.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Adopt Ordinance 67, Fourth Series, Amending North Mankato City Code, Title XI, Business Regulations, Chapter 111, Alcoholic Beverages.																														
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> SUPPORTING DOCUMENTS ATTACHED </div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ORDINANCE NO. 67, FOURTH SERIES

**AN ORDINANCE OF THE CITY OF NORTH MANKATO, MINNESOTA,
AMENDING NORTH MANKATO CITY CODE, TITLE XI, BUSINESS
REGULATIONS, CHAPTER 111, ALCOHOLIC BEVERAGES**

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

Section 1. Sections of North Mankato City Code, Title XI, Business Regulations, Chapter 111, Alcoholic Beverages are hereby amended as follows:

§ 111.051 OFF-SALE.

An off-sale 3.2% malt liquor license may be issued to any person who qualified for it under the laws of the state or this Code. (Ord. 121, passed 9-16-1992)

“Off-sale” malt liquor. (a) A brewer licensed under Minnesota Statute 340A.301, Subdivision 6(d), (i), or (j) may be licensed for the “off-sale” of malt liquor produced and packaged on the licensed premises, subject to the following conditions:

(A) Off-sale of malt liquor may only be made during the hours that “off-sale” of liquor may be made in Chapter 111.205 Hours of Sale of the North Mankato City Code or State Statute. The hours are to include Sundays excluding December 25th and after 8:00 p.m. on December 24th.

(B.) The malt liquor shall be packaged in sixty-four-ounce containers commonly known as “growlers” or in seven hundred fifty (750) milliliter bottles;

(C) The malt liquor sold at “off-sale” must be removed from the licensed premise before the applicable closing time at exclusive liquor stores;

(D) The “growler” must be sealed in such a manner that the seal must be broken in order to open the container and the seal must bear the name and address of the brewer, and the legend “Not for Consumption in Public” must be prominently displayed on the seal.

Adopted by the City Council this 1st day of June 2015.

Mayor

ATTEST:

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #10B	Department: City Engineer	Council Meeting Date: 6/1/15																												
TITLE OF ISSUE: Consider Adopting Resolution Awarding Bid for Project 14-03CDEF Lookout Drive Reconstruction and Roundabouts.																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: The bids for Project 14-03CDEF Lookout Drive Reconstruction and Roundabouts will be opened on Friday, May 29, 2015, after the Agenda and Packet were published for Council review. In order to maintain the schedule, staff will be presenting the bids, bid tabulation, completed resolution and memo at the Council meeting.																														
<i>If additional space is required, attach a separate sheet</i>																														
REQUESTED COUNCIL ACTION: Award bid to company recommended by Bolton & Menk.																														
Motion By: _____ Second By: _____ Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Freyberg	_____	_____	Spears	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO.

RESOLUTION AWARDING BID FOR
PROJECT NO. 14-03CDEF
LOOKOUT DRIVE RECONSTRUCTION AND ROUNDABOUTS

WHEREAS, pursuant to an advertisement for bids concerning Project No. 14-03CDEF Lookout Drive Reconstruction and Roundabouts, _____ bids were received, opened, and tabulated according to law, and;

WHEREAS, the following bids were received complying with the advertisement:

AND WHEREAS, _____ is the lowest responsible bidder.

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

1. The City Council hereby awards the bid to _____ in the amount of _____
2. The award of the bid is contingent on the execution of Cooperative Construction Agreement No. 1000440 between the State of Minnesota and the City of North Mankato by both parties to the agreement.
3. The award of the bid is contingent on concurrence of the low bid by the State Aid for Local Transportation and the Civil Rights divisions of the Minnesota Department of Transportation.
4. The City Administrator and City Clerk are hereby authorized and directed to enter into a contract with _____ of _____, Minnesota in the name of the City of North Mankato, for such improvements according to the plans and specifications approved by the City Council and on file in the Office of the City Clerk.
5. The City Clerk is hereby authorized and directed to retain the deposits of the successful bidder until a contract has been signed.

Adopted by the City Council this 1st day of June 2015.

Mayor

Attest:

City Clerk



CITY OF NORTH MANKATO

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, the Minnesota State High School League (MSHSL) was first organized in 1916 as the State High School Athletic Association; and

WHEREAS, today the Minnesota State High School League is a voluntary, nonprofit association of public and private schools with nearly 500 members; and

WHEREAS, the Minnesota State High School League promotes a program of activities for youth of the schools of the state on subsections, section and state levels in the fields of athletics, speech, music and dramatics on a competitive basis; and

WHEREAS, the Minnesota State High School League establishes uniform and equitable rules for youth in inter-school activities; and

WHEREAS, the Minnesota State High School League works to elevate standards of sportsmanship in all sporting activities; and

WHEREAS, the Minnesota State High School League is having a year-long celebration for its 100 years of service to Minnesota youth;

NOW THEREFORE, I Mark Dehen, Mayor of the City of North Mankato hereby proclaim June 4, 2015 to be

Minnesota State High School League Day

in the City of North Mankato, and encourage all North Mankato residents to join me in supporting and celebrating the contributions of the Minnesota State High School League.

Dated this 1st day of June 2015.



[Signature]
Mark Dehen, Mayor