

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 December 4, 2017. 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 Whitlock, Steiner, Norland, and Freyberg, City Administrator Harrenstein, Finance Director McCann, City Attorney Kennedy, Community Development Director Fischer, Public Works Director Swanson and City Clerk Van Genderen.

**Approval of Agenda**

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

**Approval of Council Workshop Meeting Minutes**

**Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council Workshop meeting of November 20, 2017. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.**

**Approval of Council Meeting Minutes**

**Council Member Norland moved, seconded by Council Member Steiner, to approve the minutes of the Council meeting of November 20, 2017. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.**

**Public Hearing-2018 Budget and 2018-2022 Capital Improvement Plan.**

Finance Director McCann reviewed the proposed 2018 Budget which included a flat tax rate of 52% with a final 2018 levy dollar amount of \$378,000 or 6.4% more than the 2017 levy. He reported the \$6,288,751 in taxes is allocated to the General Fund (\$4,621,889), Port Authority (\$75,000), Debt Service (\$1,370,848) and the Abatement Levy (\$221,014). The City's General Fund tax dollars are prioritized with the largest amount being spent on Public Safety and Public Works. In 2018 personnel costs are anticipated to increase due to an 11% increase in health insurance, a proposed 3% merit increase and the addition of a Police Officer in 2018. Fees and rates are not anticipated to increase significantly except for an anticipated Storm Water Rate increase of fifty cents for residential and an increase from \$0.325 per 1,000 square feet to \$0.60 per 1,000 square feet for commercial. Finance Director McCann stated even with the proposed Storm Water Fund increase the City has one of the lowest rates around.

Finance Director McCann reviewed the 2018-2022 Capital Improvement Plan. He reported that due to the lack of a 2017 project, those funds would be added to 2018. Included in the CIP for 2018 is the Spring Lake Swim Facility and the purchase of new equipment. Administrator Harrenstein reported that the 1.5 million in bonding each year fits in the existing tax levy while continuing to build up reserves. With the debt that has recently rolled off, the City can borrow 2 million to continue to maintain and improve the City. Finance Director McCann reported that along with the Swim Facility reconstruction the City has the Jefferson Avenue Reconstruction, a North Port Expansion, Anchorage Drive Extension and Marie Lane Extension. These are potential projects and will depend on timing. Finance Director McCann stated City Council would need to begin gathering ideas for proposed Sales Tax Projects as nothing has been decided.

Barb Church, 102 Wheeler Avenue, appeared before Council and encouraged the Council to set specific criteria for vetting potential Sales Tax Fund projects. She stated she thought there was

confusion about the budget process and said people would like to pay down debt. Ms. Church also questioned the proposed 25% increase for City Council pay.

Tom Hagen, 927 Lake Street, stated he believed the City should not build during an economic upturn, rather wait until an economic downturn.

**Public Hearing-Proposed Annexation of 20.75 Acres of Land Held by BCD Properties, LLC.**

Community Development Director Fischer reported on October 3, 2017, the City received a request to annex 20.75 acres. The City Council accepted the petition of annexation on October 16, 2017. According to Minnesota Statutes §414.033 Subdivision 2(3), Permitting Annexation by Ordinance, the City must serve upon the Township Board and residents abutting the land 30-days notice that the City will conduct a Public Hearing. The City served the notices by certified mail and set the Public Hearing for December 4, 2017. An Ordinance will be presented for consideration at the December 18, 2017, Council Meeting. With no one appearing before the Council the Mayor closed the Public Hearing.

**Consent Agenda**

**Council Member Norland moved, seconded by Council Member Steiner, to approve the Consent Agenda which included:**

- A. Bills and Appropriations.
- B. Res. No. 81-17 Approving Donations/Contributions/Grants.
- C. Res. No. 82-17 Declaring Costs to be Assessed for Municipal Charges.
- D. Approved License Renewals for 2018.
- E. Res. No. 83-17 Setting 2018 Council Dates.

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

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

Matthias Leyrer, 526 Wall Street, appeared before Council and requested clarification on if the bump-out study gathered anything besides public opinions, such as speed rates and street crossing information. He indicated if the Council used the study the bump-out would not be installed. He stated the use of a bump-out benefits pedestrians, not the drivers; the goal is to make drivers uncomfortable slowing vehicles down, potentially making the street crossing safer for pedestrians.

Barb Church, 102 Wheeler Avenue, appeared before Council and stated she believed the City needed to get more information out on the bump-out survey.

Attorney Kennedy commented that bump-outs could be viewed similarly to roundabouts where traffic is slowed down making accidents less dangerous.

**Business Items**

**Res. No. 84-17 Receiving Feasibility Report and Calling Hearing for Project No. 17-05 ABCDEF.**

City Engineer Sarff appeared before Council and reviewed the feasibility study prepared by Bolton & Menk. He stated the proposed project was for Jefferson Avenue between Cross Street and Range Street. The existing conditions and the proposed improvements were reviewed which included replacing over 65-year-old Sanitary Sewer, replacing 65-year-old Watermain, installing storm sewer,

replacing 65-year-old street and surface, and replacing the existing 5-foot wide sidewalks on both sides of the street. City Engineer Sarff reported there were 24 existing boulevard trees and the City reviewed each one and had recommendations for each tree. The City's goal is to maintain as many of the trees as feasible. As part of the Complete Street Policy adopted by Council on January 4, 2016, the report reviewed pedestrian and bicycle accommodations. The sidewalks would be replaced at their current width of 5-feet which meets ADA standards for accessibility. The addition of on-street or off-street bicycle lanes is not considered feasible for the project. City Engineer Sarff reviewed the proposed estimated project costs which total \$520,200. Evaluating the City's assessment policy and comparing the project to the Roe Crest Drive assessments, City Engineer Sarff recommended capping the assessment at \$6,000. A review of the proposed project timeline was provided with a neighborhood meeting planned for the week of December 18, 2017, construction start date of May 29, 2018, and completion by late August.

Attorney Kennedy stated it would be essential to ensure residents know the value that will be added to their property and the assessments will not be more than the improvement to their property.

Administrator Harrenstein requested clarification from Engineer Sarff if bundling an additional project such as the proposed Anchorage Drive Extension or Marie Lane Extension with the Jefferson Avenue project would be beneficial. City Engineer Sarff confirmed there would be benefits to bidding more than one project at a time. **Council Member Steiner moved, seconded by Council Member Norland to adopt Res. No. 84-17 Receiving Feasibility Report and Calling Hearing for Project No. 17-05 ABCDEF. Vote on the motion: Whitlock, Steiner, Norland, Freyberg and Dehen aye; no nays. Motion carried.**

#### **Receive Preliminary Information on the Belgrade Bump-out test.**

City Engineer Sarff reviewed the test bump out. He stated one recommendation in the Belgrade Avenue Corridor Study was to construct a curb extension (bump out) in the southeast corner of the intersection of Belgrade Avenue and Range Street. The bump out in this location was recommended to improve pedestrian safety by shortening the distance required to cross Belgrade Avenue. The test bump out was installed on October 20, 2017. Signs were also installed with a direction to the website that provided additional information on the proposed bump out along with a short survey to gather the public's opinions regarding the proposed bump out. City Engineer Sarff reviewed the survey results which concluded with 40.26% saying yes to the installation of bump outs and 48.7% saying no. Overall there were more negative comments than positive comments concerning the bump outs. City Engineer Sarff indicated the City Council could consider the results, but additional information should be reviewed before deciding whether or not to use a bump out. City Administrator Harrenstein stated that while there may be other considerations concerning the bump out the public had spoken strongly against the bump out, and he encouraged the Council to listen to the public response. He stated there were other ways to calm traffic. Mayor Dehen said there were other options presented in the Belgrade Avenue Corridor Study that may be worth studying and testing.

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

City Administrator Harrenstein stated the proposed increase for the City Council would increase their annual pay from \$8,000 to \$10,000 a year. The increase would not be effective until after the 2018 election so that the pay would increase in 2019. City Administrator Harrenstein reported the recommendation is due to the increased commitments of the City Council Members including increased involvement on regional boards and meetings. While it is the City Council's job, most of the members are also gainfully employed and several are small business owners. All of the council commitments mean increased time away from their businesses and families.

City Administrator Harrenstein stated that the City plans on the cost of construction increasing because it is part of how the City plans. He noted the City does not bring projects forward that are not prudent, and while the economy does cycle, the City is positioning itself to manage these downturns in the economy by building reserves to help maintain tax rates during downturns. He stated the City has managed to meet increase reserves while decreasing the tax rate. He stated the City is positioning itself to be a City of 25,000 people.

City Administrator Harrenstein thanked Jenni Bobholz for her work on Bells on Belgrade; he stated it was a successful event.

City Administrator Harrenstein reported the League of Minnesota Cities would be at the Council Workshop at noon on December 18, 2017. He stated the workshop would help the Council look forward. He noted the Council Members were individuals, who work as a team, elected by the people to move the community forward.

City Attorney Kennedy stated many county commissioners make \$30,000 to \$40,000 a year, sit on the same boards as Council Members and get a per diem per meeting.

Finance Director McCann stated the budget is wrapping up, and the audit is just beginning.

Public Works Director Swanson reported leaf collection is completed. If a citizen has a late dropping tree, they may contact the City for pick-up. He stated the compost site would remain open until the first significant amount of snow.

### **Mayor and Council Comments**

Council Member Freyberg stated the wastewater payment to Mankato has increased and was wondering if with the growth of the Industrial Park there were any heavy water users. Public Works Director Swanson reported there were no substantial users. Council Member Freyberg stated the increase is tied to stormwater.

Council Member Norland stated there would be changes with Mankato Zero Waste as their grant runs out in the middle of 2018. Public Works Director Swanson reported the cost to continue is relatively insignificant and there has been a positive feedback so the City will look at prolonging the service and may consider making it a permanent part of North Mankato services.

Council Member Whitlock stated Bells on Belgrade had 571 children attend the event which is a 38% increase from 2016. Each child received two books.

Council Member Steiner encouraged citizens to tune into KTOE at 1:05 p.m. on December 5<sup>th</sup> and listen to Administrator Harrenstein on Talk of the Town.

Mayor Dehen thanked everyone for the work on Bells on Belgrade.

There being no further business, on a motion by Council Member Steiner, seconded by Council Member Norland, the meeting adjourned at 8:24 p.m.

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Mayor

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City Clerk



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 7	Dept: City Engineer	Council Meeting Date: 12/18/17																												
<b>TITLE OF ISSUE:</b> Public Hearing -7 p.m. on December 18, 2017 Annual Stormwater Pollution Prevention Program (SWPPP) Review.																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> MS4 annual reporting requires that the City provide an opportunity each year for the public to provide input on the adequacy of the Stormwater Pollution Prevention Program (SWPPP).																														
<i>If additional space is required, attach a separate sheet</i>																														
<b>REQUESTED COUNCIL ACTION:</b> Public Hearing.																														
<b>For Clerk's Use:</b>  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>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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <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 type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify)    Memo _____ <u>Notice of Hearing</u> _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## MEMORANDUM

**Date:** December 13, 2017  
**To:** John Harrenstein, City Administrator  
**From:** Daniel R. Sarff, P.E., City Engineer  
**CC:** Brad Swanson, Public Works Director  
Michael Fisher, Community Development Director  
**Subject:** **Public Hearing to Receive Input on the Adequacy of the City of North Mankato's Stormwater Pollution Prevention Program (SWPPP)**

The Minnesota Pollution Control Agency (MPCA) administers the requirements of the federal Clean Water Act in addition to its own State Disposal System requirements. At the MPCA, the Stormwater Program includes three general stormwater permits, including the Municipal Separate Storm Sewer System (MS4) Permit. The MS4 General Permit is designed to reduce the amount of sediment and pollution that enters surface and ground water from storm sewer systems to the maximum extent practicable. Because the City of North Mankato has a population greater than 10,000, it must comply with the MS4 permit requirements.

The City's MS4 permit requires the City to develop and maintain a stormwater pollution prevention program (SWPPP) that incorporates best management practices (BMPs) applicable to their City. The SWPPP describes the City's plan to meet each of the six Minimum Control Measures described by the permit. They are:

- No. 1 - Public Education and Outreach on Stormwater Impacts: Distribute educational materials and perform outreach activities to inform citizens about the many ways stormwater becomes polluted and the impacts polluted stormwater runoff discharges can have on water quality.
- No. 2 - Public Participation and Involvement: Provide opportunities for citizens to participate in program development and implementation, including effectively publicizing public meetings and/or encouraging citizen representatives on a stormwater management panel or committee.
- No. 3 - Illicit Discharge Elimination: Develop and implement a plan to detect and eliminate illicit discharges to the storm sewer system including developing a system map and informing the community about the hazards associated with illegal discharges and improper disposal of waste.
- No. 4 - Construction Site Stormwater Runoff Control: Develop, implement and enforce an erosion and sediment control program including ordinances for construction activities that disturb 1 or more acres of land. The City does have the freedom to extend and enforce this type of rule on some smaller area if it so desires.
- No. 5 - Post-Construction Stormwater Management in New Development and Redevelopment: Develop, implement and enforce a program to address discharges of post-construction storm water run-off from new development and redevelopment areas.

- No. 6 - Pollution Control and Good Housekeeping for Municipal Operations: Develop and implement a program with the goal of preventing or reducing pollutant runoff from municipal operations.

The tasks described are not one-time efforts - they will continue throughout the permit period and beyond to maintain water quality. Progress continues to be made on an annual basis in the various tasks listed in the SWPPP.

The MS4 permit includes a requirement that the City provide a minimum of one opportunity each year for the public to provide input on the adequacy of the City's SWPPP. This opportunity will be provided at the December 18<sup>th</sup> council meeting during the Public Hearing portion of the agenda. I will be at the council meeting to address any questions from the Council or the public.

NOTICE OF PUBLIC HEARING ON STORMWATER AND ANNUAL  
STORMWATER POLLUTION PREVENTION PROGRAM (SWPPP) REVIEW

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota at 7 p.m. on the 18<sup>th</sup> day of December 2017, to hold a public hearing to provide an opportunity for the public to provide input on the adequacy of the City's Stormwater Pollution Prevention Program (SWPPP).

Such persons as desire to be heard with reference to the Stormwater Pollution Prevention Program will be heard at this meeting.

Dated this 5<sup>th</sup> day of December 2017

April Van Genderen  
City Clerk  
City of North Mankato



# AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.  
County of Blue Earth

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 once each week, for 1 successive weeks; it was first published on Thursday, the 7 day of December, 2017, and was thereafter printed and published on every Thursday to and including Thursday, the 7 day of December, 2017; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$26.88.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: Steve Jameson  
Steve Jameson, Publisher

Subscribed and sworn to before me on this 7 day of December, 2017.

Sharon L. Toland

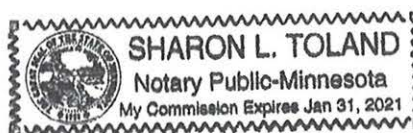
Notary Public

December 7, 2017  
**NOTICE OF PUBLIC HEARING  
ON STORMWATER AND ANNUAL  
STORMWATER POLLUTION  
PREVENTION PROGRAM  
(SWPPP) REVIEW**

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota at 7 p.m. on the 18th day of December 2017, to hold a public hearing to provide an opportunity for the public to provide input on the adequacy of the City's Stormwater Pollution Prevention Program (SWPPP). Such persons as desire to be heard with reference to the Stormwater Pollution Prevention Program will be heard at this meeting.

Dated December 5, 2017

April Van Genderen  
City Clerk  
City of North Mankato





City of North Mankato, MN

## Claims List - Regular

By Vendor Name

Date Range: 12-18-17

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
	BERGMAN TANK, JESS	11/06/2017	VOID	0	(625.00)	88346
	PRAIRIE RESTORATIONS, INC.	12/04/2017	VOID	0	(615.00)	88509
	**Void**	12/06/2017	VOID	0	-	88534
00008	A+ SYSTEMS GROUP	12/18/2017	Regular	0	225.00	88540
00009	A-1 KEY CITY LOCKSMITHS, INC	12/18/2017	Regular	0	162.00	88541
00028	AFFORDABLE TOWING OF MANKATO, INC.	12/18/2017	Regular	0	270.00	88542
00047	ALLSTATE PETERBILT LLC	12/18/2017	Regular	0	13,343.29	88543
00072	ANCOM COMMUNICATIONS	12/18/2017	Regular	0	241.00	88544
02434	AUSTIN'S AUTO REPAIR CENTER, INC.	12/18/2017	Regular	0	32.10	88545
00123	BATTERIES+BULBS	12/18/2017	Regular	0	36.90	88546
00137	BENCO ELECTRIC COOPERATIVE	12/06/2017	Regular	0	26,638.14	88533
02714	BERGMAN TANK, JESS	12/05/2017	Regular	0	625.00	88530
02475	BOONE, KATIE	12/18/2017	Regular	0	750.00	88547
00194	BRICK HOUSE GRAPHICS	12/08/2017	Regular	0	822.15	88539
00255	CITY OF MANKATO	12/18/2017	Regular	0	90,075.61	88548
02294	D & K POWDER COATING	12/18/2017	Regular	0	16,311.17	88549
00322	DALCO	12/18/2017	Regular	0	281.74	88550
02731	DAVID ANDERSON CONSTRUCTION	12/18/2017	Regular	0	92.83	88551
02735	DZINE LLC	12/18/2017	Regular	0	1,500.00	88552
00380	ELECTRIC PUMP, INC.	12/18/2017	Regular	0	8,017.00	88553
02237	EMERGENCY RESPONSE SOLUTIONS	12/18/2017	Regular	0	103.76	88554
00401	EXPRESS SERVICES, INC.	12/18/2017	Regular	0	751.52	88555
00404	FASTENAL COMPANY	12/18/2017	Regular	0	32.74	88556
00432	FLEETPRIDE	12/18/2017	Regular	0	90.45	88557
00447	FREE PRESS	12/18/2017	Regular	0	755.23	88558
00462	G & K SERVICES	12/18/2017	Regular	0	175.56	88559
00463	G & L AUTO SUPPLY, LLC	12/18/2017	Regular	0	112.00	88560
00499	GRAINGER	12/18/2017	Regular	0	124.44	88561
00506	GREATER MANKATO GROWTH, INC.	12/18/2017	Regular	0	300.00	88562
00519	HACH COMPANY	12/01/2017	Regular	0	803.65	88528
00532	HARBARTH, RICK & PAM	12/18/2017	Regular	0	1,731.00	88563
00534	HART'S AUTO SUPPLY	12/18/2017	Regular	0	61.00	88564
00563	HINIKER HOMES, INC.	12/04/2017	Regular	0	232,058.43	88529
00564	HINIKER SAWMILL	12/18/2017	Regular	0	504.00	88565
00584	HOWARD DRIVE LLC	12/18/2017	Regular	0	6,360.35	88566
00680	J.J. KELLER & ASSOCIATES, INC.	12/18/2017	Regular	0	1,096.40	88567
00639	JOHN DEERE FINANCIAL	12/18/2017	Regular	0	30.07	88568
00657	JT SERVICES	12/18/2017	Regular	0	336.00	88569
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR	12/18/2017	Regular	0	930.31	88570
00769	LINDSAY WINDOW & DOOR, LLC	12/18/2017	Regular	0	8,419.57	88571
00723	LJP ENTERPRISES, INC	12/18/2017	Regular	0	38,141.88	88572
00812	MANKATO BEARING COMPANY	12/18/2017	Regular	0	17.82	88574
00819	MANKATO FORD, INC.	12/18/2017	Regular	0	409.56	88575
00847	MATHESON TRI-GAS, INC.	12/18/2017	Regular	0	102.10	88576
00874	MENARDS-MANKATO	12/18/2017	Regular	0	457.46	88577
02336	MIDWEST AQUACARE	12/18/2017	Regular	0	620.00	88578
02648	MINNESOTA BOARD OF WATER & SOIL RESOU	12/07/2017	Regular	0	703.20	88535
00936	MINNESOTA POLLUTION CONTROL AGENCY	12/18/2017	Regular	0	400.00	88579
00936	MINNESOTA POLLUTION CONTROL AGENCY	12/18/2017	Regular	0	1,500.00	88580
02736	MINNESOTA VALLEY COUNCIL OF GOVERNMEI	12/18/2017	Regular	0	35.00	88581
00992	MR. ROOTER PLUMBING	12/18/2017	Regular	0	9,813.02	88582
01025	NEOPOST USA, INC.	12/18/2017	Regular	0	1,690.70	88583
01035	NICOLLET COUNTY SHERIFF'S OFFICE	12/18/2017	Regular	0	356.95	88584
02733	NUSTAR REALTY OF MANKATO LLC	12/08/2017	Regular	0	500.00	88538
01106	PETTY CASH	12/18/2017	Regular	0	75.04	88585
01130	POSTMASTER	12/18/2017	Regular	0	194.00	88586
01133	POWERPLAN/RDO EQUIPMENT	12/18/2017	Regular	0	148.88	88587

02633	PRIMAL EGG CREATIONS INC	12/18/2017	Regular	0	2,899.53	88588
01166	RADIO MANKATO	12/18/2017	Regular	0	250.00	88589
02235	RIVER CITY ELECTRIC CO	12/18/2017	Regular	0	3,401.97	88590
02671	RYAN PLUMBING AND HEATING	12/18/2017	Regular	0	2,037.00	88591
02732	ST. ANDREWS TITLE & EXCHANGE, INC.	12/08/2017	VOID	0	(114,932.19)	88536
02732	ST. ANDREWS TITLE & EXCHANGE, INC.	12/08/2017	VOID	0	114,932.19	88536
02732	ST. ANDREWS TITLE & EXCHANGE, INC.	12/08/2017	Regular	0	114,944.50	88537
01402	TIRE ASSOCIATES	12/18/2017	Regular	0	195.99	88592
01477	VIKING ELECTRIC SUPPLY, INC.	12/18/2017	Regular	0	688.42	88593
01515	WELLS FARGO BANK, N.A.	12/18/2017	Regular	0	1,450.00	88594
01523	WENZEL AUTO ELECTRIC CO	12/18/2017	Regular	0	215.00	88595
01525	WEST CENTRAL SANITATION, INC.	12/18/2017	Regular	0	26,585.72	88596
01552	WW BLACKTOPPING, INC	12/18/2017	Regular	0	55.28	88597
00101	AT&T MOBILITY	12/12/2017	Bank Draft	0	26.36	DFT0001648
00182	BOYER TRUCKS	12/05/2017	Bank Draft	0	143.61	DFT0001639
00182	BOYER TRUCKS	12/12/2017	Bank Draft	0	227.57	DFT0001647
00241	CHARTER COMMUNICATIONS	12/12/2017	Bank Draft	0	496.58	DFT0001649
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	40.02	DFT0001651
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	40.84	DFT0001652
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	30.83	DFT0001653
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	42.94	DFT0001654
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	259.15	DFT0001655
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	30.83	DFT0001656
02058	CONSOLIDATED COMMUNICATIONS	12/12/2017	Bank Draft	0	3,147.88	DFT0001657
00311	CULLIGAN WATER CONDITIONING	12/05/2017	Bank Draft	0	27.00	DFT0001640
00311	CULLIGAN WATER CONDITIONING	12/05/2017	Bank Draft	0	40.50	DFT0001641
00608	INGRAM LIBRARY SERVICES	12/12/2017	Bank Draft	0	4,972.47	DFT0001659
00733	LAKES GAS CO #10	12/06/2017	Bank Draft	0	79.80	DFT0001644
00775	LJP WASTE & RECYCLE, LLC	12/12/2017	Bank Draft	0	340.00	DFT0001650
00857	MC GOWAN WATER CONDITIONING, INC.	12/04/2017	Bank Draft	0	34.20	DFT0001637
00857	MC GOWAN WATER CONDITIONING, INC.	12/05/2017	Bank Draft	0	25.65	DFT0001638
01322	SPRINT	11/30/2017	Bank Draft	0	35.21	DFT0001635
01323	SPS COMPANIES, INC.	12/05/2017	Bank Draft	0	205.54	DFT0001636
01335	STAPLES ADVANTAGE	12/05/2017	Bank Draft	0	121.87	DFT0001642
02178	WASTE MANAGEMENT OF WI-MN	12/06/2017	Bank Draft	0	113.31	DFT0001643
01525	WEST CENTRAL SANITATION, INC.	12/13/2017	Bank Draft	0	1,866.25	DFT0001660
00036	ALEX AIR APPARATUS, INC.	12/20/2017	EFT	0	46.00	509
02645	APT CNC, INC.	12/20/2017	EFT	0	450.00	510
00105	AUTO VALUE MANKATO	12/20/2017	EFT	0	254.95	511
00174	BOLTON & MENK, INC.	12/20/2017	EFT	0	47,470.00	512
00176	BORDER STATES ELECTRIC SUPPLY	12/20/2017	EFT	0	132.20	513
00216	C & S SUPPLY CO, INC.	12/20/2017	EFT	0	576.74	514
02706	CORE & MAIN LP	12/20/2017	EFT	0	574.51	515
00310	CRYSTEEL TRUCK EQUIPMENT, INC	12/20/2017	EFT	0	348.00	516
00460	G AND H READY MIX, LLC	12/20/2017	EFT	0	487.00	517
00494	GOPHER STATE ONE-CALL	12/20/2017	EFT	0	135.00	518
00691	KENNEDY & KENNEDY LAW OFFICE	12/20/2017	EFT	0	648.75	519
00776	LLOYD LUMBER CO.	12/20/2017	EFT	0	659.90	520
00796	MACQUEEN EQUIPMENT, INC.	12/20/2017	EFT	0	671.52	521
00825	MANKATO MOTOR COMPANY	12/20/2017	EFT	0	128.57	522
00902	MINNESOTA IRON & METAL CO	12/20/2017	EFT	0	148.40	523
00910	MINNESOTA VALLEY TESTING LAB, INC.	12/20/2017	EFT	0	394.50	524
00956	MINNESOTA WASTE PROCESSING CO.	12/20/2017	EFT	0	25,245.44	525
00997	MTI DISTRIBUTING CO	12/20/2017	EFT	0	130.72	526
01052	NORTH CENTRAL INTERNATIONAL	12/20/2017	EFT	0	4,788.54	527
01090	PARAGON PRINTING, MAILING & SPECIALTIES	12/20/2017	EFT	0	3,561.30	528
01093	PAULSON, ANDREAS	12/20/2017	EFT	0	179.00	529
01211	RIVER BEND BUSINESS PRODUCTS	12/20/2017	EFT	0	282.03	530
01263	SCHWICKERT'S TECTA AMERICA LLC	12/20/2017	EFT	0	851.00	531
01568	ZIEGLER, INC.	12/20/2017	EFT	0	37,111.18	532
					758,473.09	117

## Authorization Signatures

### All Council

The above manual and regular claims lists for 12-18-17 are approved by:

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MARK DEHEN- MAYOR

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DIANE NORLAND- COUNCIL MEMBER

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WILLIAM STEINER- COUNCIL MEMBER

---

ROBERT FREYBERG- COUNCIL MEMBER

---

JAMES WHITLOCK- COUNCIL MEMBER



## 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:

<b>Donor</b>	<b>Restriction</b>	<b>Amount</b>
Delta Kappa Gamma Nu Chapter	Library-Backpack Program	\$95.00
Business on Belgrade	Library-Books for Bells on Belgrade Program	\$2,547.51
		\$2642.51

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

Mayor

City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 8C	Dept: Finance	Council Meeting Date: 12/18/17																											
<b>TITLE OF ISSUE: Consider Resolution Setting Rates and Charges for Municipal Utilities.</b>																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Part of the proposed 2018 Budget is the increase in the storm water surcharge. The rate increase includes \$0.50 for residential and commercial under 10,000 sq. ft, and \$0.275/1000 sq ft. on commercial over 10,001 sq. ft. The approximately \$100,000 in increased revenue has been allocated for budgeted maintenance.																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION: Adopt Resolution Setting Rates and Charges for Municipal Utilities.</b>																													
<b>For Clerk's Use:</b>  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>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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <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)    Memo _____ _____ _____ _____ _____	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 SETTING RATES AND CHARGES FOR  
MUNICIPAL UTILITIES

WHEREAS, Section 50.02 of the City Code requires the City Council to fix and determine all rates and charges for municipal utilities in the City of North Mankato;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, pursuant to Section 50.02 of the City Code that the following monthly municipal storm water surcharge be set effective for billings on and after January 1, 2018:

Storm Water Surcharge	Charge
Single Family Residential And Commercial Under 10,000 sq. Ft.	\$3.75
10,001 Sq. Ft. or more Price/1,000 sq Ft.	\$0.60

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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

Name of organization		Date organized	Tax exempt number	
Business on Belgrade Association		2009	27-0582897	
Address		City	State	Zip Code
332 Belgrade Ave		North Mankato	MN	56003
Name of person making application		Business phone	Home phone	
James Whitlock		507-469-0415		
Date(s) of event		Type of organization		
January 26, 27 & 28, 2018		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name		City	State	Zip Code
Clayton Oachs		North Mankato	MN	56003
Organization officer's name		City	State	Zip Code
Sandra Oachs		North Mankato	MN	56003
Organization officer's name		City	State	Zip Code
James Whitlock		North Mankato	MN	56003
Organization officer's name		City	State	Zip Code
Jeni Bobholz		North Mankato	MN	56003

Location where permit will be used. If an outdoor area, describe.

**North Mankato City Park, Spring Lake Park, Lower North Mankato. Event: Anthony Ford Pond Hockey Classic. Three Day event, Friday 4 hrs, Saturday 8 hrs and Sunday 8 hrs. There will be food concessions along with beer sales.**

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

**Tow Distributing. 3100 3rd Ave Mankato, MN 507-388-2931**

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

**Westbend Mutual. Westbend Wi. 800-236-5010  
Acct # A130395**

**APPROVAL**

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

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

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 8E	Dept: Administration	Council Meeting Date: 12/18/17																											
<b>TITLE OF ISSUE: Consider Resolution Approving State of Minnesota Agency Agreement for Federal Participation in Construction.</b>																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Included is an agreement between the City of North Mankato and the Minnesota Department of Transportation allowing MnDOT to accept federal aid funds for all federally funded projects. This agreement updates a 2003 agreement.																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION: Adopt Resolution Approving State of Minnesota Agency Agreement for Federal Participation in Construction.</b>																													
<b>For Clerk's Use:</b>  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>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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <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)    Memo _____ _____ _____ _____ _____	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 APPROVING STATE OF MINNESOTA AGENCY AGREEMENT  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION.

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of North Mankato to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed for and on behalf of the City of North Mankato to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1029968", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council this 18<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

December 1, 2017

John Harrenstein  
1001 Belgrade Avenue  
PO Box 2055  
North Mankato, MN, 56002-2055

SUBJECT:       **Agency Delegated Contracting Process Agreement**  
                  **Agency Agreement No. 1029968**

Dear Mr. Harrenstein:

Attached are two copies of the agency agreement between the City of North Mankato and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement.

While I do not anticipate that the requirements in Section 18.4 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all two copies signed. A resolution similar to the attached example, must be passed. The certified resolution should then be placed as the last page in each of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

A handwritten signature in black ink that reads 'Lynnette Roshell'.

Lynnette Roshell, PE

Project Development Engineer

Enclosures

Cc:       Gordon Regenscheid – DSAE File

An Equal Opportunity Employer





## STATE OF MINNESOTA

### AGENCY AGREEMENT

for

### FEDERAL PARTICIPATION IN CONSTRUCTION

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

#### RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
  - 2.2. This agreement supersedes agreement number old (99911)
  - 2.3. This project is for construction not research and development.
  - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

#### AGREEMENT TERMS

##### **1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99911.

##### **2. Local Government's Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.



- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.
- 2.5. Limitations.**
- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

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

### 5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Mitchell Rasmussen, or his successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Mitch.rasmussen@state.mn.us

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

7.2. The Local Government's Authorized Representative is:

Name: John Harrenstein or his/her successor.

Title: North Mankato City Administrator

Phone: 507-625-4141

Email: johnharrenstein@northmankato.com

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

8. **Assignment Amendments, Waiver, and Agreement Complete**

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

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

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
  - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
  - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for



compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

**18.13. Federal Funding Accountability and Transparency Act (FFATA).**

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

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

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

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

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**City of North Mankato**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO.

RESOLUTION APPROVING  
CITY COUNCIL COMMITTEE ASSIGNMENTS

WHEREAS, the City of North Mankato is represented on various Boards, Task Forces, Committees and Commissions; and

WHEREAS, it is necessary to appoint City Council Members as representatives to the various entities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following individuals are appointed to the boards, committees, task forces and commissions as listed in Exhibit A effective January 1, 2018.

Adopted this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

2018 MAYOR AND COUNCIL COMMITTEE ASSIGNMENTS

BOARD/COMMITTEE

Region Nine Development Commission

Jim Whitlock

Personnel Committee

Diane Norland

Mark Dehen

All Seasons Arena Board

Bob Freyberg

Nicollet County/City of North Mankato Liaison Committee

Mark Dehen

Jim Whitlock

Intergovernmental Cooperation (Advisory Committee)

Mark Dehen

Bob Freyberg

Nicollet County Recycling Task Force

Bob Freyberg

Coalition of Greater Minnesota Cities

Mark Dehen

Intergovernmental Youth Assets

Billy Steiner

Cities/Colleges/Universities Advisory Council

Mark Dehen

North Mankato Fire Relief Association

Mark Dehen

Kevin McCann

Highway 14 Partnership

Mark Dehen

Envision 2020

Billy Steiner  
Diane Norland  
Michael Fischer

Mankato Area Community Services Council

Diane Norland

Community Center Task Force

Jim Whitlock

North Mankato Planning Commission

Jim Whitlock

North Mankato Port Authority Commission

Billy Steiner  
Mark Dehen  
Diane Norland  
Bob Freyberg  
Jim Whitlock

North Mankato Taylor Library Board

Billy Steiner

Traffic & Safety Committee

Jim Whitlock

Passenger Rail Group

Bob Freyberg

North Mankato Bicycle Commission

Mark Dehen

Metropolitan Planning Organization (MPO)

Bob Freyberg

Greenway Conservation Advisory Committee

Bob Freyberg

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item # 8G	Dept: Administration	Council Meeting Date: 12/18/17
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**TITLE OF ISSUE:** Consider Resolution Setting Fees and Charges.

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** Attached please find the current and proposed fees for 2018. Changes includes increasing the rental licensing fee from \$30/per unit to \$45/per unit and the inclusion of the Seasonal Extension of Permitted Non Enclosed Area.

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

**REQUESTED COUNCIL ACTION:** Adopt Resolution Setting Fees and Charges.

**For Clerk's Use:**

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

Vote Record:

Aye      Nay

		Steiner
		Norland
		Freyberg
		Whitlock
		Dehen

**SUPPORTING DOCUMENTS ATTACHED**

Resolution    Ordinance    Contract    Minutes    Map

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Other (specify)    Fees and charges

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☐ Workshop

☒ Regular Meeting

☐ Special Meeting

☐ Refer to: \_\_\_\_\_

☐ Table until: \_\_\_\_\_

☐ Other: \_\_\_\_\_



Resolution No.

RESOLUTION SETTING FEES AND CHARGES

WHEREAS, the City of North Mankato provides various municipal services for which a fee is charged; and

WHEREAS, the City Code provides that such fees shall be set by resolution of the City Council; and

WHEREAS, a report containing recommendations for fees for certain municipal services effective January 1, 2018, is attached;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF NORTH MANKATO, MINNESOTA, that said fees and charges are adopted effective January 1, 2018.

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## LICENSES AND PERMIT FEES

LICENSE / PERMIT	CURRENT FEES	PROPOSED FEES
Assessment Search	\$35; Rush fee of \$70 if not requested within 72 hours of closing	\$35; Rush fee of \$70 if not requested within 72 hours of closing
Band Shell Rental	\$400	\$400
Burning Permit	\$10	\$10
Cabaret	\$375 (annual)	\$375 (annual)
Carnival License	\$75 / per day	\$75 / per day
Cigarette	\$200	\$200
City Audit	\$10	\$10
City Budget	\$15	\$15
City Code	\$70	\$70
Coin Operated Amusement Device	\$20/ site; \$20 per Device	\$20/ site; \$20 per Device
City Plat Maps	\$10+ sales tax	\$10 + sales tax
Community Room Rental	\$100 – Police Annex \$100 – Fire Station	\$100 – Police Annex \$100 – Fire Station
Concession Permit	\$20 first day; \$5 each Additional day; \$100 deposit	\$20 first day; \$5 each Additional day; \$100 deposit
Copies of City Documents	\$.25 each page	\$.25 each page
Dog License	( All 2-year) \$10 spayed female/male \$20 female/male \$2 duplicate	( All 2-year) \$10 fixed female/male \$20 fixed female/male \$2 duplicate
Dangerous Dog License	\$250.00 (1-time fee) plus proof of liability insurance of \$300,000	\$250.00 (1-time fee) plus proof of liability insurance of \$300,000
Event Trailer (Concession Trailer)	\$60 per two-day event; \$30 each additional day	\$60 per two-day event; \$30 each additional day
Excavation Permit	\$160 plus \$5 State Surcharge \$85 plus \$5 State Surcharge – Boulevard Only	\$160 plus \$5 State Surcharge \$85 plus \$5 State Surcharge – Boulevard Only

NSF Fee	\$30	\$30
Recycling Containers	\$11 + sales tax	\$11 + sales tax
<b>*LICENSE / PERMIT</b>		
Mobile Home Park	\$60	\$60
Parade Permit	\$35	\$35
Park Shelter Reservations	\$100	\$100
Park Use		
Beer Permit	\$30	\$30
Deposit	\$300	\$300
Audio Permit	\$25	\$25
Peddlers (Per Person)	\$15 / day \$50 / week \$125 / month \$350 / 6 months	\$15 / day \$50 / week \$125 / month \$350 / 6 months
Refuse Hauling	\$35 first vehicle; \$25 each additional	\$35 first vehicle; \$25 each additional
Rental License	\$25 one-time application fee; \$30 / Unit	\$25 one-time application fee; \$45/ Unit
Snow Removal	\$125 / hour; one hour minimum	\$125 / hour; one hour minimum
Soft Drink	\$25	\$25
Taxicab	\$75 per vehicle	\$75 per vehicle
Weed Mowing	\$125 / hour; one hour minimum	\$125 / hour; one hour minimum
<b>PLANNING</b>		
Annexation Petition	\$5 per acre (Min. \$100 – Max \$600)	\$5 per acre (Min. \$100 – Max \$600)
Conditional Use Permits	\$335 plus \$2.00 per notice	\$335 plus \$2.00 per notice
Encroaching in Right-of-Way	Delete	Delete
Ordinance Amendment	\$335	\$335
<b>PLANNING</b>		
Plat Subdivision – Preliminary	\$60 plus \$5 / lot	\$60 plus \$5 / lot
Plat Subdivision – Final	\$60 plus \$10 / lot over 10 lots	\$60 plus \$10 / lot over 10 lots
Rezoning	\$335 plus 2.00 per notice	\$335 plus 2.00 per notice
Sign Permit	\$35	\$35
Utility Easements, Street or Alley Vacation	\$325	\$325
Variance	\$95 Residential plus \$2.00 per notice;	\$95 Residential plus \$2.00 per notice;

	\$325 for all others	\$325 for all others
Wetland Sequencing or Replacement Plan	\$270	\$270
Wetland Exemption or No Net Loss Determination	\$200	\$200
Notification Billing	\$2.00 for each required notice	\$2.00 for each required notice
Zoning Maps	\$10 + sales tax	\$10 + sales tax
<b>ECONOMIC DEVELOPMENT</b>		
T.I.F.	\$4,000 or actual, whichever is greater	\$4,000 or actual, whichever is greater
Grant Applications	\$4,000 or actual, whichever is greater	\$4,000 or actual, whichever is greater
Industrial Revenue Bonds	\$4,000 or actual, whichever is greater	\$4,000 or actual, whichever is greater
<b>BUILDING PERMITS</b>		
<b>TOTAL VALUATION</b>		
\$1.00 to \$500.00	\$25.30	\$25.30
\$501.00 to \$2,000.00	\$25.85 for the first \$500.00 plus \$3.36 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$25.85 for the first \$500.00 plus \$3.36 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2001.00 to \$25,000.00	\$76.18 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$76.18 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.38 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$430.38 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$708.13 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$708.13 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.13 for the first \$100,000.00 plus \$6.16 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$1,093.13 for the first \$100,000.00 plus \$6.16 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,557.13 for the first \$500,000.00 plus \$5.23 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,557.13 for the first \$500,000.00 plus \$5.23 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6,169.63 for the first \$1,000,000.00 plus \$3.47 for each additional \$1,000.00 or fraction thereof	\$6,169.63 for the first \$1,000,000.00 plus \$3.47 for each additional \$1,000.00 or fraction thereof
Plan Review	65% of Building Permit Fee (3 units or more or Industrial/ Commercial)	65% of Building Permit Fee (3 units or more or Industrial/ Commercial)
<b>PLUMBING PERMIT</b>		
Per Fixture	\$1	\$1
Per Inspection	\$25	\$25
Plus Residential	\$25 / unit	\$25 / unit
Plus Commercial	\$25 / room	\$25 / room
Plus Reinspections	\$25	\$25
<b>LIQUOR</b>		
On-Sale Intoxicating Liquor	\$3,750	\$3,750
Sunday On-Sale Intoxicating Liquor	\$200	\$200
Club On-Sale	\$330	\$330
Wine License	\$275	\$275
Bottle Club (Set-Up License)	\$330	\$330
On-Sale 3.2 Liquor	\$275	\$275
Off-Sale 3.2 Liquor	\$100	\$100
Off-Sale Intoxicating	\$300	\$300
Temporary 3.2 Liquor	\$50	\$50
Temporary Intoxicating On-Sale Liquor	\$200	\$200
Seasonal Extension of Permitted Non Enclosed Area	\$0	\$250
Permanent Non Enclosed License in the License Premises	\$415	\$415
<b>INVESTIGATION FEES (LIQUOR)</b>		
On-Sale Intoxicating Liquor	\$500	\$500
Off-Sale Intoxicating Liquor	\$625	\$625
Club On-Sale	\$625	\$625
Wine	\$125	\$125
On-Sale 3.2 Liquor	\$125	\$125
Off-Sale 3.2 Liquor	\$125	\$125

Temporary 3.2 Liquor	\$30	\$30
Temporary Intoxicating	\$30	\$30
<b>POLICE DEPARTMENT FEES</b>		
Duplication of Audio Tapes	\$10 / tape	\$10 / tape
Duplication of Pictures	\$6 / 1 <sup>st</sup> picture; \$1 for each additional picture	\$6 / 1 <sup>st</sup> picture; \$1 for each additional picture
Police Reports - Accident, Case File	\$.25 each page	\$.25 each page
<b>CASWELL PARK *</b>		
Maintenance Fee	\$65.00 per field, per day	\$65.00 per field, per day
Striping Fee	\$10.00 per field, per time All fields striped prior to the start of play each tournament day.	\$10.00 per field, per time All fields striped prior to the start of play each tournament day.
Dragging Fee	\$10.00 per field, per time All fields dragged prior to the start of play each tournament day.	\$10.00 per field, per time All fields dragged prior to the start of play each tournament day.
Diamond Dry	\$11.00 per bag Diamond Dry will only be used at Tournament Director's request.	\$11.00 per bag Diamond Dry will only be used at Tournament Director's request.
Light Fee	\$25.00 per hour, per field	\$25.00 per hour, per field
Deposit	\$100.00 per tournament Deposit will be forfeited if tournament is not held. Deposit will apply toward tournament fees if tournament is held.	\$100.00 per tournament Deposit will be forfeited if tournament is not held. Deposit will apply toward tournament fees if tournament is held.
BATTING CAGES	\$25.00 per day	\$25.00 per day
<b>SOUTH CENTRAL FIELDS</b>		
Maintenance Fee	\$20.00 per field for dragging and striping	\$20.00 per field for dragging and striping
Diamond Dry	\$11.00 per bag Diamond Dry will only be used at Tournament Director's request.	\$11.00 per bag Diamond Dry will only be used at Tournament Director's request.
Deposit	\$100.00 per tournament Deposit will be forfeited if tournament is not held. Deposit will apply toward tournament fees if tournament is held.	\$100.00 per tournament Deposit will be forfeited if tournament is not held. Deposit will apply toward tournament fees if tournament is held.

\*Penalty fee of 10% of fee if not submitted by due date.

November 16, 2017

Management, Honorable Mayor and City Council  
City of North Mankato  
North Mankato, Minnesota

We are pleased to confirm our understanding of the services we are to provide City of North Mankato (the City) for the year ended December 31, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress, Employers Share of Net Pension Liability and Employer's Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Financial Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information. The Statistical Section is required to be presented when a Comprehensive Annual Financial Report (CAFR) is issued.

- 1) Introductory Section
- 2) Statistical Section



## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Management, Honorable Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

## Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

#### **Other Services**

We will also prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also use the financial statements to complete the Office of the State Auditors Reporting Forms. We will also use the financial statements to complete the Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.



## Management Responsibilities

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 7, 2018.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicate that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.



You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.



The audit documentation for this engagement is the property of Abdo, Eick & Meyers, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo, Eick & Meyers, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 7, 2018 and to issue our reports no later than June 30, 2018. Kyle W. Meyers, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as follows:

Audit	\$ 32,750
Single Audit (per major program)	2,400
Data Collection Form	260
2016 Office of the State Auditor's Reporting Form	<u>900</u>
Total	<u>\$ 36,310</u>

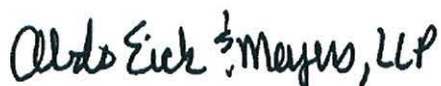
You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your audit. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 Peer Review Report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Sincerely,



ABDO, EICK & MEYERS, LLP  
*Certified Public Accountants & Consultants*

**RESPONSE:**

This letter correctly sets forth the understanding of the City of North Mankato.

By:

Title:



CERTIFIED PUBLIC ACCOUNTANTS  
AND CONSULTANTS

## System Review Report

September 10, 2014

To the Partners of  
Abdo, Eick & Meyers, LLP  
and the Peer Review Committee of the Minnesota Society  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, Eick & Meyers, LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Audit Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, Eick & Meyers, LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, Eick & Meyers, LLP has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Brady Martz".

Brady Martz and Associates, P.C.



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #81	Department: Community Dev.	Council Meeting Date: 12/18/17																								
<b>TITLE OF ISSUE: Consider Setting Public Hearing for 7 pm on January 2, 2018, to Consider Annexation of 25.55 Acres Owned by Roy and Grace Toegel.</b>																										
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> On November 15, 2017 the City received a request to annex 25.55 acres from Roy and Grace Toegel/Mick Montag. The City Council accepted the petition of annexation on November 20, 2017. According Minnesota Statutes §414.033 Subdivision 2(3), Permitting Annexation by Ordinance the City must serve upon the Township Board and residents abutting the land 30-days notice that the City will conduct a Public Hearing. The City served the notices certified mail and set the Public Hearing for January 2, 2018. Following the Public Hearing the City Council may decide to adopt an Ordinance Annexing the Property.																										
<i>If additional space is required, attach a separate sheet</i>																										
<b>REQUESTED COUNCIL ACTION: Set Public Hearing for 7 pm on January 2, 2018, to Consider Annexation of 25.55 Acres Owned by Roy and Grace Toegel.</b>																										
<div style="margin-bottom: 10px;">           Motion By: _____            Second By: _____         </div> <div>           Vote Record:      Aye      Nay           <table style="margin-left: 40px; border: none;"> <tr><td>_____</td><td>_____</td><td>Steiner</td></tr> <tr><td>_____</td><td>_____</td><td>Norland</td></tr> <tr><td>_____</td><td>_____</td><td>Freyberg</td></tr> <tr><td>_____</td><td>_____</td><td>Whitlock</td></tr> <tr><td>_____</td><td>_____</td><td>Dehen</td></tr> </table> </div>	_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	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 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> <div style="margin-top: 10px;">           Other (specify)    <u>Public Hearing Notice</u>            _____            _____            _____         </div>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of North Mankato, Minnesota will hold a Public Hearing on Tuesday, January 2, 2018 at 7 p.m. in the Municipal Building, 1001 Belgrade Avenue, to consider Annexation of Land containing 25.55 acres owned by Roy and Grace Toegel, legally described as That part of the Northeast Quarter of the Southwest Quarter of Section 10 and that part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 10, all in Township 108 North Range 27 West, Nicollet County Minnesota. A full legal description is available at the North Mankato City Hall.

Dated this 21<sup>st</sup> day of December, 2017.

/s/April Van Genderen  
City Clerk



**PROPERTY OWNER PETITION TO MUNICIPALITY  
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE  
ANNEXATION OF CERTAIN LAND TO THE CITY OF NORTH MANKATO,  
MINNESOTA  
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

-----

TO: Council of the City of North Mankato, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by:

☐ the sole property owner; or  
☒ all of the property owners (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)

of the area proposed for annexation to annex certain property described herein lying in the Township of Belgrade to the City of North Mankato, County of Nicollet, Minnesota.

The area proposed for annexation is described as follows:

That part of the Northeast Quarter of the Southwest Quarter of Section 10 and that part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 10, all in Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Beginning at the northwesterly corner of Outlot A of Forsberg's Subdivision No. 4, according to the plat thereof on file and of record with the Nicollet County Recorder; thence North 89 degrees 29 minutes 15 seconds West, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the southerly line of Outlot C of North Ridge Estates, according to the plat thereof on file and of record with the Nicollet County Recorder, 180.93 feet to the most southerly southwest corner of said Outlot C; thence North 00 degrees 45 minutes 05 seconds West, along the southerly line of said Outlot C, a distance of 175.04 feet; thence North 89 degrees 29 minutes 15 seconds West, along the southerly line of said Outlot C, a distance of 1323.51 feet to the point of intersection with the west line of the Northeast Quarter of the Southwest Quarter of said Section 10; thence South 01 degrees 10 minutes 11 seconds East, along said west line, 761.69 feet to the southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 10; thence South 89 degrees 20 minutes 14 seconds East, along the south line of the Northeast Quarter of the Southwest Quarter of said Section 10, a distance of 1318.01 feet to the southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 10; thence South 89 degrees 26 minutes 18 seconds East, along the south line of the Northwest Quarter of the Southeast Quarter of said Section 10, a distance of 175.90 feet to the point of intersection with the west line of Nature View Subdivision, according to the plat thereof on file and of record with the Nicollet County Recorder; thence North 00 degrees 15

minutes 37 seconds West, along said west line and along the west line of said Forsberg's Subdivision No. 4, a distance of 590.03 feet to the point of beginning. Containing 25.55 acres.

1. There is 1 property owner (husband & wife) in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner - the number of parcels owned by a petitioner is not counted.)
2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.

*Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property previously annexed under this clause within the preceding 12 months if the property is owned by the same owners and annexation would cumulatively exceed 120 acres.*

3. Said property is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 25.55 acres.
5. The reason for the requested annexation is to accommodate residential development.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of North Mankato, Minnesota.

Dated: 11/15/17

Signatures: Roy E. Toegel  
Grace M. Toegel

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 2b, before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), a municipality must hold a public hearing and give 30 days' written notice by certified mail to the town or towns affected by the proposed ordinance and to all landowners within and contiguous to the area to be annexed.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 11, when a municipality declares land annexed to the municipality under subdivision 2, clause (3), and the land is within a designated floodplain, as provided by section 103F.111, subdivision 4, or a shoreland area, as provided by section 103F.205, subdivision 4, the municipality shall adopt or amend its land use controls to conform to chapter 103F, and any new development of the annexed land shall be subject to chapter 103F.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 12, when a municipality annexes land under subdivision 2, clause (2), (3) or (4), property taxes payable on the annexed land shall continue to be paid to the affected town or towns for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the municipality may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following levy year.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 13, at least 30 days before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), the petitioner must be notified by the municipality that the cost of electric utility service to the petitioner may change if the land is annexed to the municipality. The notice must include an estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation.

Municipal Boundary Adjustment Unit Contacts

Star Holman [star.holman@state.mn.us](mailto:star.holman@state.mn.us) 651-361-7909

Katie Lin [katie.lin@state.mn.us](mailto:katie.lin@state.mn.us) 651-361-7911

(June 2011)

That part of the Northeast Quarter of the Southwest Quarter of Section 10 and that part of the West  
half of the Northwest Quarter of the Southwest Quarter of Section 10, sit in Township 108 North Range  
23 West Nicollet County, Minnesota, described as:

[illegible]

(UNESCO'S COSTLY CONCEPTS) 2011/10 -  
MONTGOMERY COUNTY (2011 - 1994)

1. The first step is to identify the problem or question that needs to be solved.

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 111–118

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334

# ULTON


**BOLTON  
& MENK**[illegible]

RESOLUTION NO.

RESOLUTION APPROVING  
CONSENT ASSESSMENT AGREEMENT

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

491 Forest Lane  
PIN #18.428.0040  
LOT 4 SUBDIVISION 18428 SUBDIVISIONNAME AUD PLAT 1, 10 & 15-108-27  
Cost: \$9,813.02

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

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

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

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

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## CONSENT ASSESSMENT AGREEMENT

This Agreement is made between the City of North Mankato (City) and Linda and Lance Allore (Owner).

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

1. Owner's property is described as follows:  
491 Forest Lane  
PIN #18.428.0040  
LOT 4 SUBDIVISIONCD 18428 SUBDIVISIONNAME AUD PLAT 1,10&15-108-27
2. Owner replaced the sewer line to the property.
3. Owner desires to waive all of the procedures mandated by Chapter 429 of Minnesota Statutes and to consent to the imposition of an assessment directly upon the described property.
4. City is willing to pay for the repair in consideration for the owner's consent to the assessment.

The parties therefore make the following agreement:

1. As a result of the improvement, a special assessment shall be filed against owner's land in the amount of \$9,813.02. The assessment shall be payable in equal installments extending over a period of ten (10) years and bear interest at the rate of 7.00% per annum from the date of this agreement. The City may transmit notice of this assessment to the County Auditor.

Adopted this 13<sup>th</sup> day of Dec, 2017.

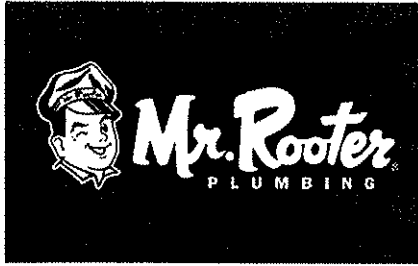
City of North Mankato

By: [Signature]

Its: City Clerk

[Signature]  
Property Owner

[Signature]  
Property Owner



Mr. Rooter Plumbing of South Central  
Minnesota  
415 Truman St.  
North Mankato, MN 56003

Invoice 52847899  
Invoice Date 12/5/2017  
Completed Date  
Technicians Colin Jaques  
Evan Koch  
Luke Lowe

**Billing Address**  
Linda and Lance Allore  
491 Forest Lane  
North Mankato, MN 56003 USA

**Customer PO**  
**Job Address**  
Linda and Lance Allore  
491 Forest Lane  
North Mankato, MN 56003  
USA

#### Description of Work

Task #	Description	Quantity	Standard Price	Your Price	Your Total
C14050	-Acquire Permit -Excavate up to 7' deep to expose sewer pipe -Cut out and replace pipe from house to existing pvc connection in back yard -Install two way clean outs -Install river rock under pipe to ensure connections do not shift -Video inspect line to insure no further issues -Backfill and compact soil -Open up basement floor and bring new sewer under foundation -Connect to existing cast iron pipe in basement -City inspection -Spread grass seed (homeowner to water lawn)	1.00	\$11,113.60	\$9,664.02	\$9,664.02

B20	Advantage Plan Membership - 5 Years	1.00	\$149.00	\$149.00	\$149.00
<b>Member Savings</b>					\$1,449.58
<b>Sub-Total</b>					\$9,813.02
<b>Tax</b>					\$0.00
<b>Total Due</b>					\$9,813.02
<b>Balance Due</b>					\$9,813.02

Thank you for your business.

IMPORTANT NOTICE: You and your service professional are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter Plumbing® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter Plumbing® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: \$9,813.02

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due. Total Due: \$9,813.02

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10A	Department: Finance Director	Council Meeting Date: 12/18/17																																	
<b>TITLE OF ISSUE:</b> Approval of Proposed 2018 Budget, Tax Levy, and the 2018-2022 Capital Improvement Plan																																			
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> The public hearing for the 2018 Proposed Budget and the 2018-2022 Capital Improvement Plan was held December 4, 2017. The attached resolutions are for Council to adopt the 2018 Budget, the 2017 Tax Levy Collectible in 2018 and the 2018-2022 Capital Improvement Plan. Council shall vote on each resolution separately.																																			
If additional space is required, attach a separate sheet																																			
<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolutions Approving the General Fund Budget and Auxiliary Fund Budget for Fiscal Year 2018. Adopt Resolution Approving 2017 Tax Levy Collectible in 2018. Adopt Resolution Approving the Capital Improvement Plan 2018-2022.																																			
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></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>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Steiner		_____	_____	Norland		_____	_____	Freyberg		_____	_____	Whitlock		_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input 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 APPROVING THE GENERAL FUND BUDGET  
AND AUXILIARY FUND BUDGET  
FOR FISCAL YEAR 2018

BE IT RESOLVED by the City Council of the City of North Mankato, County of Nicollet, Minnesota, that the City Council approved the General Fund and Auxiliary Fund Budgets for the 2018 Fiscal Year as follows:

1.	General Fund	
A.	General Government	\$ 831,743
B.	Public Safety	\$ 2,443,994
C.	Public Works	\$ 2,248,109
D.	Culture-Recreation	\$ 1,690,512
E.	Other Functions	\$ 1,120,536
	TOTAL GENERAL FUND EXPENDITURES	\$ 8,334,894
2.	Auxiliary Fund	
A.	Special Revenue Funds	\$ 1,476,783
B.	Port Authority Funds	\$ 686,888
C.	Debt Service Funds	\$ 2,509,310
D.	Capital Project Funds	\$ 4,575,000
E.	Enterprise Funds	\$ 6,226,550
F.	Trust and Agency Funds	\$ 23,500
	TOTAL AUXILIARY FUND EXPENDITURES	\$15,498,031
	TOTAL BUDGET ALL FUNDS	\$23,832,925

BE IT FURTHER RESOLVED, that the City Council approved the Capital Improvement Plan as included in the 2018 Budget documents.

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Resolution No.

RESOLUTION APPROVING 2017 TAX LEVY, COLLECTIBLE IN 2018

BE IT RESOLVED by the City Council of the City of North Mankato, County of Nicollet, Minnesota, that the following sums of money be levied for the current year collectible in 2018, upon the taxable property in said City of North Mankato, for the following purposes:

General Fund	\$ 4,621,889
Port Authority Fund	\$ 75,000
Bonded Indebtedness	\$ 1,370,848
Abatement Levy	\$ 221,014

<b>Total Budgeted Levy</b>	<b>\$ 6,288,751</b>
----------------------------	---------------------

Pursuant to M.S. 475.61, Subd. 3, the City Council and City Clerk do hereby certify and state to the County Auditor that the foregoing levy for "bonded indebtedness", when taken together with excess funds on hand in existing debt service accounts, aggregates more than sufficient monies to service all irrevocable levies previously made by the City for debt service and the Auditor therefore may reduce the amount of any additional irrevocable levies accordingly.

"Provision has been made by the City for payment of \$389,283 as the City's contributory share to the Public Employees' Retirement Fund as provided for in Minnesota Statutes Annotated, Sections 353.01 et seq." No further levy is required for this purpose.

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Nicollet County, Minnesota.

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

RESOLUTION APPROVING THE  
CAPITAL IMPROVEMENT PLAN COVERING PERIOD OF 2018-2022

WHEREAS, the City of North Mankato has prepared a Capital Improvement Plan covering the period of 2018 through 2022 (Exhibit A); and

WHEREAS, during the preparation of the Capital Improvement Plan the City Council considered the following:

1. Condition of the City's existing infrastructure, including the projected need for repair or replacement,
2. Likely demand for the improvement,
3. Estimated cost of the improvement,
4. Available public resources,
5. Level of overlapping debt in the City,
6. Relative benefits and costs of alternative uses of the funds,
7. Operating costs of the proposed improvements,
8. Alternatives for providing services more efficiently through shared facilities with counties and other local governmental units; and

WHEREAS, the North Mankato City Council duly held a public hearing on the Capital Improvement Plan at 7 p.m. on December 4, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, that the Capital Improvement Plan for the period of 2018 through 2022 is hereby approved.

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Exhibit A

Five-Year Capital Improvement Schedule  
For Years 2018 - 2022

Project or Activity	2018 PROPOSED	2019 FORECAST	2020 FORECAST	2021 FORECAST	2022 FORECAST	Estimated 5 year costs	Future Years	TOTAL CIP	Funding Source	Notes
Street Sweeper				150,000		150,000		150,000	Cash / Capital Facilities & Equipment Replacement	
Loader									Cash / Capital Facilities & Equipment Replacement	
Tar Distributor (Used; 1/2 Nicollet County)									Cash / Capital Facilities & Equipment Replacement	
General Equipment - Trucks, Skid loaders, Mowers, etc.	80,000		80,000		80,000	240,000		240,000	Cash / Capital Facilities & Equipment Replacement	
Police Cruiser	38,000	38,000	38,000	38,000	38,000	190,000		190,000	Cash / Capital Facilities & Equipment Replacement	
Squad Cameras	35,000					35,000		35,000	Cash / Capital Facilities & Equipment Replacement	
Pool - upgrade filter						-		-	Cash / Capital Facilities & Equipment Replacement	
Police Taser						-		-	Cash / Capital Facilities & Equipment Replacement	
Street Department Roof						-		-	Cash / Capital Facilities & Equipment Replacement	
SCBA Air Packs (Plus a \$40,000 Contribution from Relief Assn.)						-		-	Cash / Capital Facilities & Equipment Replacement	
Community Development Software						-		-	Cash / Capital Facilities & Equipment Replacement	
Detective Squad					40,000	40,000		40,000	Cash / Capital Facilities & Equipment Replacement	Squad or Detective car in 2022
Land purchase 233 Wheeler, 231 Wheeler	12,000	272,000				284,000		284,000	Cash / Capital Facilities & Equipment Replacement	\$2k due in 2019 and \$180K for 235
Sirens - Upgrade (from 2012), Plant #2, Expansion, City Shop	-		27,000		27,000	54,000		54,000	Cash / Capital Facilities & Equipment Replacement	
Tandem Dump Truck with Plow, Wing and Sander (3)	225,000		225,000		225,000	675,000		675,000	Cash / Capital Facilities & Equipment Replacement	
Roller (2)		30,000		30,000		60,000		60,000	Cash / Capital Facilities & Equipment Replacement	
Street department roof / Public Works Yard Evaluation	20,000					20,000		20,000	Cash / Capital Facilities & Equipment Replacement	
Mechanics Shop - update doors	15,000					15,000		15,000	Cash / Capital Facilities & Equipment Replacement	
Safe Routes to School			350,000			350,000		350,000	Cash / Capital Facilities & Equipment Replacement	
Community Room Police Annex						-		-	Cash / Capital Facilities & Equipment Replacement	
New Printer for community Development Department						-		-	Cash / Capital Facilities & Equipment Replacement	
Front Desk and Community Development Desk Remodel	50,000					50,000		50,000	Cash / Capital Facilities & Equipment Replacement	
Lower Level Remodel			15,000			15,000		15,000	Cash / Capital Facilities & Equipment Replacement	
Fire Engine				110,000		110,000		110,000	Cash / Capital Facilities & Equipment Replacement	
Replace roof on Station #2						-	75,000	75,000	Cash / Capital Facilities & Equipment Replacement	
Replace HVAC units at Station #2						-	30,000	30,000	Cash / Capital Facilities & Equipment Replacement	
Breathing Air Compressor & Cascade Bottles						40,000		40,000	Cash / Capital Facilities & Equipment Replacement	
Overhaul Air Pack/Work Room						20,000		20,000	Cash / Capital Facilities & Equipment Replacement	
Overhaul Community Room Kitchen						20,000		20,000	Cash / Capital Facilities & Equipment Replacement	
Replace overhead doors at Station #2 (5 Doors: 4 in front and one in back)		-					30,000	30,000	Cash / Capital Facilities & Equipment Replacement	
Fire Pumper							550,000	550,000	Cash / Capital Facilities & Equipment Replacement	
Motor Vehicles									Cash / Capital Facilities & Equipment Replacement	
Mower Replacement						60,000		60,000	Cash / Capital Facilities & Equipment Replacement	
Bluff Park Gazebo						25,000		25,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park Shelter & Restroom						325,000		325,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park North Parking Lot						85,000		85,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park Lady Bug Trail Bridge						30,000		30,000	Cash / Capital Facilities & Equipment Replacement	
Trail from Mary Ln. to Lake St.						215,000		215,000	Cash / Capital Facilities & Equipment Replacement	
Splash Pad						150,000		150,000	Cash / Capital Facilities & Equipment Replacement	
Bluff Park Tree Planting						25,000		25,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park Interpretation & Plant/Prairie						400,000		400,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park Informal Amphitheater						100,000		100,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park Natural Play Area						600,000		600,000	Cash / Capital Facilities & Equipment Replacement	
Benson Park Linear Pond Bridge						50,000		50,000	Cash / Capital Facilities & Equipment Replacement	
Sub-Total Cash / Capital Facilities & Equipment Replacement	475,000	340,000	735,000	328,000	410,000	2,288,000	2,830,000	4,768,000		

Pavement Management Plan	400,000	400,000	400,000	425,000	425,000	2,050,000	2,050,000	Cash / General Fund	
Park Improvements	350,000	350,000	350,000	350,000	350,000	1,750,000	1,750,000	Cash / General Fund / Donations	
Sub-Total Cash / General Fund	750,000	750,000	750,000	775,000	775,000	3,800,000	3,800,000		
Jefferson						-	-	Cash / Sewer Fund	
250 KW Portable Generator								Cash / Sewer Fund	
Capital Contributions	250,000	250,000	270,000	290,000	300,000	1,360,000	1,360,000	Cash / Sewer Fund	
City Hall Front Entrance						-	-	Cash / Sewer Fund	
Sub-Total Cash / Sewer Fund	250,000	250,000	270,000	290,000	300,000	1,360,000	1,360,000		
Pull & Repair Well Pumps	65,000		100,000	100,000	65,000	330,000	330,000	Cash / Water Fund	Pump repair costs vary by size & location of pump
Capital Contributions	225,000	300,000	200,000	298,000	240,000	1,263,000	1,263,000	Cash / Water Fund	Recoat Water Tower 150k, Replace filter 350k, new improvements
City Hall Front Entrance						-	-	Cash / Water Fund	
Sub-Total Cash / Water Fund	290,000	300,000	300,000	398,000	305,000	1,593,000	1,593,000		
City Hall Front Entrance						-	-	Community Development Block Grant	Project est. 272K
Sub-Total Grant / CDBG	-	-	-	-	-	-	-		
Highway 14 Trail from LorRay to Lake Street						-	-	G.O. Bonds	
West Carlson Drive Extension						-	-	G.O. Improvement Bonds / Property Tax & Special Assessments	
75' Ladder Fire Truck						-	-	G.O. Bonds	
Roe Crest - Lee Blvd to Marie Lane						-	-	G.O. Improvement Bonds / Property Tax & Special Assessments	
Lookout Drive Roundabout and from Hwy 14 to Commerce						-	-	G.O. Improvement Bonds and Municipal State Aid Advance	
Swim Facility Project	3,000,000					3,000,000	3,000,000	G.O. Abatement Bonds	
Jefferson Ave. Reconstruct	400,000					400,000	400,000	G.O. Improvement Bonds / Property Tax & Assessments	
North Port Utility Extension	430,000					430,000	430,000	G.O. Improvement Bonds / Property Tax & Assessments	
Anchorage Dr. Extension	500,000					500,000	500,000		
Marie Lane Extension	200,000					200,000	200,000		
Methane Gas	100,000					100,000	100,000		
Safe Routes to School - Dakota Meadows			151,000			151,000	151,000		
Safe Routes to School - Monroe/Bridges				168,000		168,000	168,000		
Commerce Dr. with Grant Funding		382,000				382,000	382,000		
TBD Project - Sales Tax Project		6,500,000				6,500,000	6,500,000	G.O. Capital Project Bonds	Sales tax funded project Range from 5 to 8 million depending on council preference.
TBD Project		1,618,000				1,618,000	1,618,000	G.O. Improvement Bonds / Property Tax & Assessments	
TBD Project			1,849,000			1,849,000	1,849,000	G.O. Improvement Bonds / Property Tax & Assessments	
TBD Project				1,832,000		1,832,000	1,832,000	G.O. Improvement Bonds / Property Tax & Assessments	
TBD Project					2,000,000	2,000,000	2,000,000	G.O. Improvement Bonds / Property Tax & Assessments	
Sub-Total Bonds	4,630,000	8,500,000	2,000,000	2,000,000	2,000,000	19,130,000	19,130,000		
Total 2018-2022 CIP	6,395,000	10,140,000	4,055,000	3,791,000	3,790,000	28,171,000	28,320,000		

2018	2019	2020	2021	2022	Estimated 5 year costs	Future Years	TOTAL CIP	Strategic Program Area
73,000	38,000	65,000	148,000	105,000	429,000	765,000	1,194,000	Public Safety
3,350,000	6,850,000	350,000	350,000	350,000	11,250,000	2,065,000	13,315,000	Recreation
2,910,000	2,980,000	3,625,000	3,293,000	3,335,000	16,143,000	-	13,462,000	Infrastructure
12,000	272,000	-	-	-	284,000	-	284,000	Comm. Dev.
50,000	-	15,000	-	-	65,000	-	65,000	Admin/Leg.
-	-	-	-	-	-	-	-	North Kato Ideas
6,395,000	10,140,000	4,055,000	3,791,000	3,790,000	28,171,000	2,830,000	28,320,000	

2018	2019	2020	2021	2022	Estimated 5 year costs	Future Years	TOTAL CIP	Funding Source
-	-	-	-	-	-	-	-	Cash / Donation
400,000	400,000	400,000	425,000	425,000	2,050,000	-	2,050,000	Cash / General Fund
350,000	350,000	350,000	350,000	350,000	1,750,000	-	1,750,000	Cash / General Fund / Donations
475,000	340,000	735,000	328,000	410,000	2,288,000	2,830,000	4,768,000	Cash / Capital Facilities & Equipment Replacement
-	-	-	-	-	-	-	-	Community Development Block Grant
290,000	300,000	300,000	398,000	305,000	1,593,000	-	1,593,000	Cash / Water Fund
250,000	250,000	270,000	290,000	300,000	1,360,000	-	1,360,000	Cash / Sewer Fund
-	-	-	-	-	-	-	-	G.O. Bonds
3,000,000	-	-	-	-	3,000,000	-	3,000,000	G.O. Abatement Bonds
-	6,500,000	-	-	-	6,500,000	-	6,500,000	G.O. Capital Project Bonds
830,000	1,618,000	1,849,000	1,832,000	2,000,000	8,129,000	-	7,299,000	G.O. Improvement Bonds / Property Tax & Assessments
-	-	-	-	-	-	-	-	G.O. Improvement Bonds and Municipal State Aid
-	-	-	-	-	-	-	-	G.O. Sales Tax Bonds
5,595,000	9,758,000	3,904,000	3,623,000	3,790,000	26,670,000	2,830,000	28,320,000	

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #10B	Department: Administration	Council Meeting Date: 12/18/17																																		
<b>TITLE OF ISSUE:</b> Consider Resolution Ordering Preparation of Feasibility Report on Project No. 17-06 ABCDE, Marie Lane Extension.																																				
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> City Administrator Harrenstein will provide background information concerning the proposed project.																																				
<i>If additional space is required, attach a separate sheet</i>																																				
<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Ordering Preparation of Feasibility Report on Project No. 17-06 ABCDE, Marie Lane Extension.																																				
Motion By: _____ Second By: _____  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>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>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Vote Record:	Aye	Nay			_____	_____	Steiner		_____	_____	Norland		_____	_____	Freyberg		_____	_____	Whitlock		_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> <b>SUPPORTING DOCUMENTS ATTACHED</b> </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 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 ORDERING PREPARATION OF REPORT ON IMPROVEMENT  
FOR PROJECT NO. 17-06 ABCDE MARIE LANE EXTENSION PROJECT

WHEREAS, it is proposed to improve Marie Lane from Ivy Lane to a point approximately 450 feet west of Ivy Lane; and

WHEREAS, such improvements may include sanitary sewer improvements, watermain improvements, storm sewer improvements, street improvements, turf establishment/erosion control, and other related improvements; and

WHEREAS, it is proposed to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

That the proposed improvement, called City Project No. 17-06-01ABCDE be referred to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #10C	Department: Administration	Council Meeting Date: 12/18/17																												
<b>TITLE OF ISSUE:</b> Consider Resolution Ordering Preparation of Feasibility Report on Project No. 17-07 ABCDEF, Anchorage Drive Project.																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> City Administrator Harrenstein will provide background information concerning the proposed project.																														
<i>If additional space is required, attach a separate sheet</i>																														
<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Ordering Preparation of Feasibility Report on Project 17-07 ABCDEF, Anchorage Drive Project.																														
Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>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>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> <b>SUPPORTING DOCUMENTS ATTACHED</b> </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 ORDERING PREPARATION OF REPORT ON IMPROVEMENT  
FOR PROJECT NO. 17-07 ABCDEF ANCHORAGE DRIVE PROJECT

WHEREAS, it is proposed to improve Anchorage Drive from Timm Road to a point approximately 640 feet north of Timm Road; and

WHEREAS, such improvements may include sanitary sewer improvements, watermain improvements, storm sewer improvements, street improvements, sidewalk improvements, turf establishment/erosion control, and other related improvements; and

WHEREAS, it is proposed to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

That the proposed improvement, called City Project No. 17-07-01ABCDEF be referred to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #10D	Department: Community Dev.	Council Meeting Date: 12/18/17																											
<b>TITLE OF ISSUE:</b> Consider Z-4-17 Request to Zone Part of Section 10-108-27: A Request from Roy & Grace Toegel/Mick Montag. Consider Ordinance No. 98, Fourth Series Zoning Part of Section 10-108-27, as R-1, One-Family Dwelling.																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Please review the Planning Commission Report.																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION:</b> Consider Planning Commission Recommendations.																													
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ORDINANCE NO. 98, FOURTH SERIES  
AN ORDINANCE OF THE CITY OF NORTH MANAKTO, MINNESOTA  
AMENDING NORTH MANKATO CITY CODE, CHAPTER 156, ENTITLED "ZONING CODE",  
BY CHANGING THE ZONING DISTRICT MAP AND, BY ADOPTING BY REFERENCE NORTH  
MANKATO CITY CODE, CHAPTER 10 AND SECTION 10.99 WHICH,  
AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

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

Section 1. North Mankato City Code, Section 156.021, entitled "Zoning District Map," is hereby amended by changing the zoning as follows:

A. To Re-Zone Part of Section 10-108-27, from Ag to R-1, One-Family Dwelling.

Section 2. North Mankato City Code, Chapter 10, entitled "General Provisions" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing, attestation, and successful annexation of the property this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Z-4-17

REQUEST TO ZONE PART OF SECTION 10-108-27  
A REQUEST FROM ROY & GRACE TOEGEL/MICK MONTAG

## THE CITY OF NORTH MANKATO

SUBJECT: Z-4-17

APPLICANT: Roy & Grace Toegel/Mick Montag

LOCATION: Part of Section 10-108-27

EXISTING ZONING: Ag

DATE OF HEARING: December 14, 2017

DATE OF REPORT: December 7, 2017

REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request to zone property which is being annexed into the City Limits

### COMMENT

The applicants are in the process of annexing 25.55 acres of land into the City limits for future single-family residential development. As shown on Exhibit A, the property is located at the west end of Marie Lane. As the property is being annexed into the City limits, it is necessary to provide a zoning classification based on the intended use of the property. To accommodate future single-family residential development, the applicants are proposing the property be zoned R-1, One-Family Dwelling. The location of the property including the proposed and existing area zoning is shown on Exhibit B.

Exhibit C shows the Future Land Use Map within the Comprehensive Plan. According to the map, the guided future zoning for the applicants' property is Low Density Residential.

### RECOMMENDATION

As the proposed zoning request is both consistent with existing area zoning and the Comprehensive Plan, staff recommends approval of Z-4-17

Date: November 27, 2017

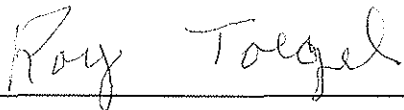
To: City of North Mankato – Michael Fischer

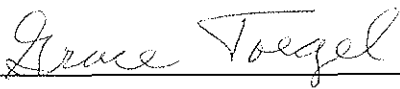
From: Roy and Grace Toegel

Re: Zoning request

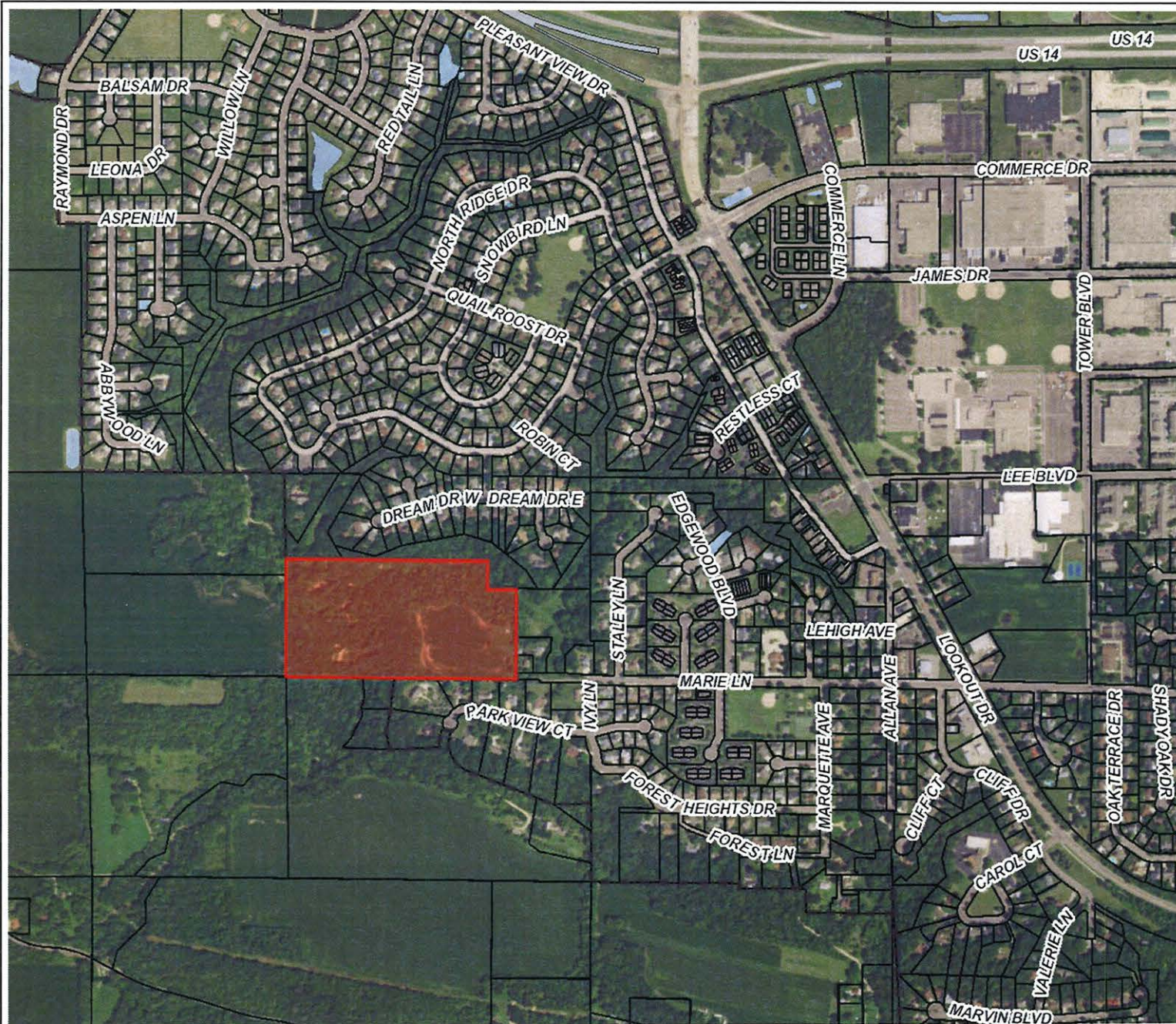
We are in the process of annexing 25.55 acres of land into the North Mankato City limits for future single-family residential development. To accommodate the proposed development, we are requesting that the City zone the property as R-1, One-Family Dwelling. We believe this zoning is consistent with existing area zoning as well as the City's Comprehensive Plan.

Thank you.

  
\_\_\_\_\_  
Roy Toegel

  
\_\_\_\_\_  
Grace Toegel





#### Legend

- City Limits
- Medians
- Roadways
- Parcels (5-24-2016)
- Lakes & Ponds
- Minnesota River



#### 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.



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& MENK**

Real People. Real Solutions.

0 898 Feet

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EXHIBIT A



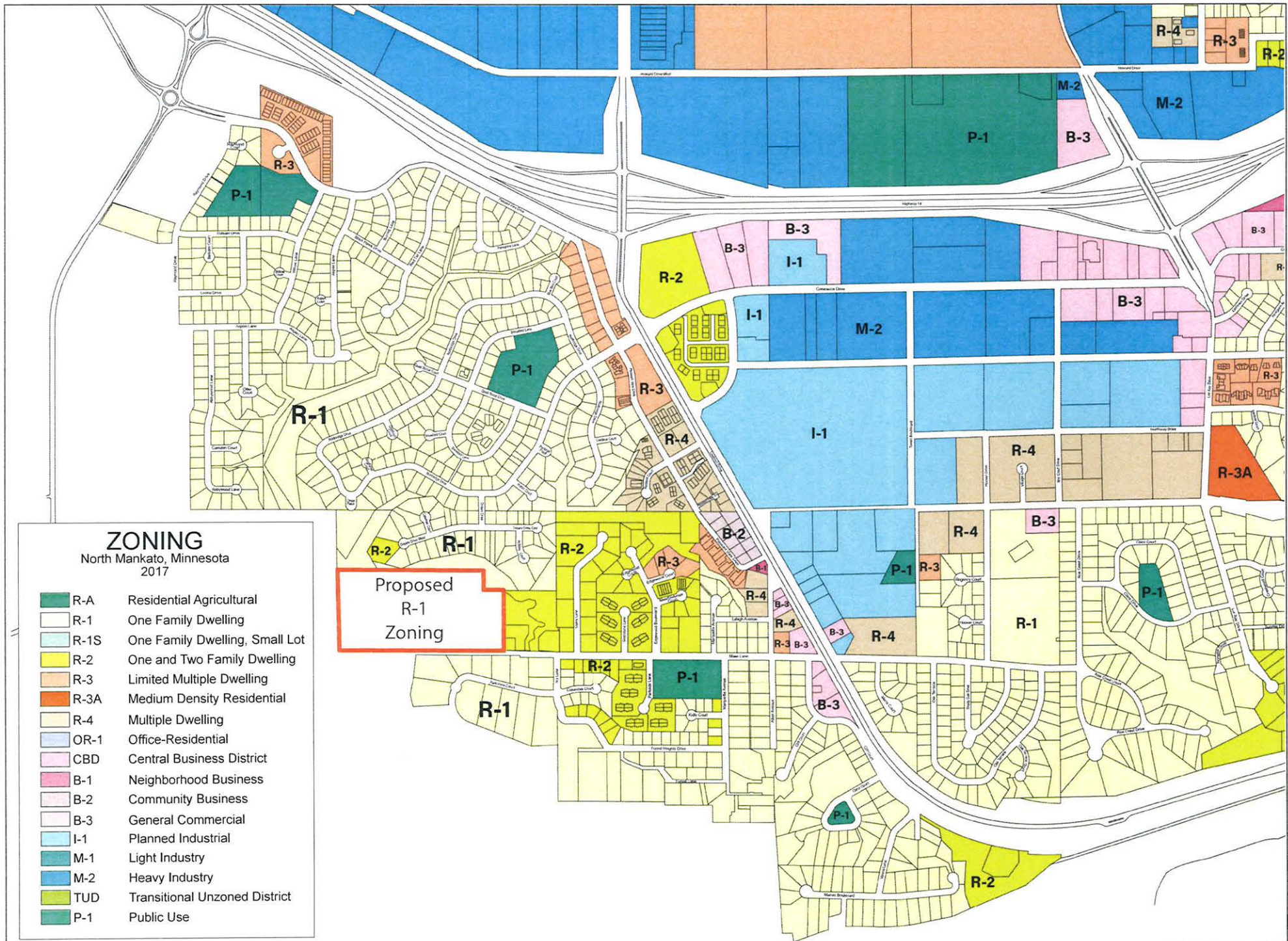


EXHIBIT B



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #10E	Department: Community Dev.	Council Meeting Date: 12/18/17																											
<b>TITLE OF ISSUE:</b> Consider Preliminary Plat of Nature View Subdivision No. 2: A Request from Roy & Grace Toegel/Mick Montag.																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Please review the Planning Commission Report.																													
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PRELIMINARY PLAT OF NATURE VIEW SUBDIVISION NO. 2  
A REQUEST FROM ROY & GRACE TOEGEL/MICK MONTAG

## THE CITY OF NORTH MANKATO

SUBJECT: Preliminary Plat of Nature View Subdivision No. 2  
APPLICANT: Roy & Grace Toegel/Mick Montag  
LOCATION: Part of Section 108  
EXISTING ZONING: Ag/Proposed R-1  
DATE OF HEARING: December 14, 2017  
DATE OF REPORT: December 7, 2017  
REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request for preliminary plat consideration of Nature View Subdivision No.2

### COMMENT

The applicants are in the process of annexing 25.55 acres of land into the City limits to accommodate future single-family residential development. The location of the property is shown on Exhibit A. As proposed, the preliminary plat of Nature View Subdivision No. 2 is shown on Exhibit B. The plat consists of 8 single-family residential lots, possible drainage easements to accommodate storm water and 2 Outlots. Outlot A would be dedicated to the City as ravine property and Outlot B would be reserved for future development. While the property is 25.5 acres in size, approximately 17 acres is ravine property. According to the City Code, it is required that all ravine property be dedicated to City as part of any platting process. For property appraisal purposes, the applicants' are requesting that the lots adjacent to the ravine property include portions of the ravine. A request to amend the City Code to address ravine dedication is forthcoming.

To access the property, the portion of Marie Lane located west of Ivy Lane would need to be improved and extended. This portion of roadway is considered a public street which serves 2 existing homes. While the street acts and is sized as a driveway, improvements would need to be made to accommodate the proposed development. The street within Nature View Subdivision No. 2 would be constructed and maintained as a private street.

According to the City, the following are the minimum lot size requirements within an R-1 zoning district:

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

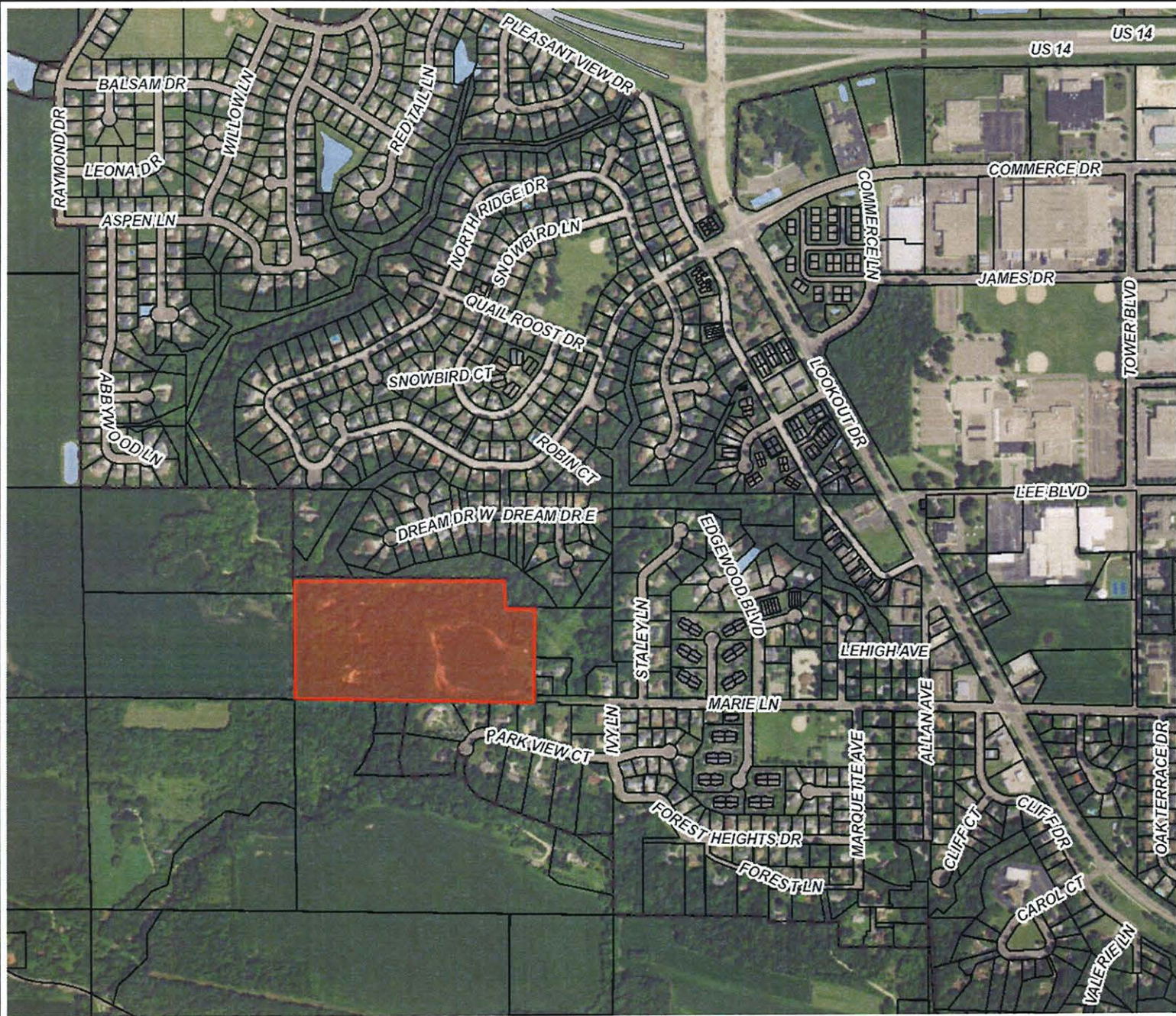
As proposed, all lots within the subdivision exceed the minimum requirements.

#### RECOMMENDATION

Staff recommends approval of the Preliminary Plat of Nature View Subdivision No. 2 subject to:

1. Successful annexation
2. Street and curb and gutter within the subdivision is private and all underground utilities are public including the storm water holding pond.
3. Storm water holding ponds are designed by a licensed engineer and shown on the final plat.
4. City of North Mankato and developer enter into a development agreement for the extension of Marie Lane.





**Legend**

- City Limits
- Medians
- Roadways
- Parcels (5-24-2016)
- Lakes & Ponds
- Minnesota River



**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.

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 Real People. Real Solutions.

EXHIBIT A







# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #10F	Department: Community Dev.	Council Meeting Date: 12/18/17																												
<b>TITLE OF ISSUE:</b> Consider Z-5-17 Request to Rezone 1253/1255 Lake Street from R-1 to R-3: A Request from Andrew Atwood. Consider Ordinance No. 99, Fourth Series Rezoning 1253/1255 Lake Street from R-1 to R-3.																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Please review the Planning Commission Report.																														
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ORDINANCE NO. 99, FOURTH SERIES  
AN ORDINANCE OF THE CITY OF NORTH MANAKTO, MINNESOTA  
AMENDING NORTH MANKATO CITY CODE, CHAPTER 156, ENTITLED "ZONING CODE",  
BY CHANGING THE ZONING DISTRICT MAP AND, BY ADOPTING BY REFERENCE NORTH  
MANKATO CITY CODE, CHAPTER 10 AND SECTION 10.99 WHICH,  
AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

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

Section 1. North Mankato City Code, Section 156.021, entitled "Zoning District Map," is hereby amended by changing the zoning as follows:

- A. To Re-Zone 1253/1255 Lake Street from R-1, One Family Dwelling to R-3, Limited Multiple Dwelling.

Section 2. North Mankato City Code, Chapter 10, entitled "General Provisions" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing and attestation this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the Council this 18<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Z-5-17

REQUEST TO REZONE 1253/1255 LAKE STREET FROM R-1 to R-3  
A REQUEST FROM ANDREW ATWOOD

## THE CITY OF NORTH MANKATO

SUBJECT: Z-5-17

APPLICANT: Andrew Atwood

LOCATION: 1253/1255 Lake Street

EXISTING ZONING: R-1, One-Family Dwelling

DATE OF HEARING: December 14, 2017

DATE OF REPORT: December 7, 2017

REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request to rezone property addressed as 1253/1255 Lake Street from R-1, One-Family Dwelling to R-3, Limited Multiple Dwelling.

### COMMENT

In 2015, the applicant purchased the property addressed as 1253/1255 Lake Street. The 2-unit townhome had severe structural problems including extensive interior mold as a result of the movement of the adjacent hillside. The applicant made the necessary repairs to the building and attempted to sell it without any success. Therefore, the applicant obtained temporary rental licenses for both units and is currently pursuing permanent rental licenses. As the property is currently zoned R-1, One-Family Dwelling, no more than 2 unrelated persons can occupy each unit.

According to the Rental Code, in R-1 and R-2 zoning districts, no more than 2 unrelated persons can reside together. In R-3 and R-4 zoning districts, no more than 5 unrelated persons can reside together. In an attempt to allow more than 2 unrelated persons to live in 1253 and 1255 Lake Street, the applicant is requesting the property be rezoned from R-1 to R-3. If granted, each unit could have up to 5 unrelated persons living in each unit for a total of 10 unrelated in the dwelling. Due the size and slope of the driveway, off-street parking on the property is limited.

Attached as Exhibit A is map showing the location of the property and existing area zoning. Exhibit B is the Future Land Map from the Comprehensive Plan which guides the future zoning of this property as Low Density Residential (R-1).

When the building was originally constructed in 2004, the zoning of the property was R-2, One-and Two Family Dwelling. As part of the 2005 city-wide rezoning process, the property was rezoned to R-1.

RECOMMENDATION

As the rezoning request is not consistent with existing area zoning and the Future Land Use Map within the Comprehensive Plan, staff recommends denial of Z-5-17.

## Michael Fischer

---

**From:** Michael Fischer <michaelf@northmankato.com>  
**Sent:** Wednesday, November 22, 2017 2:00 PM  
**To:** 'Michael Fischer'  
**Subject:** FW: Lake St. Zoning  
**Attachments:** image006.png; image005.png; image004.png

Dear Michael, Mark, John,

I am writing to formally request a change in the zoning for 1253 and 1255 Lake St. From R-1 to R-3/R-4

Thank you,  
Drew

---

### E-MAIL CONFIDENTIALITY NOTICE:

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

## Michael Fischer

---

**From:** Andrew Atwood <andrewatwood23@gmail.com>  
**Sent:** Wednesday, November 08, 2017 5:06 PM  
**To:** John Harrenstein; michael@northmankato.com; markdehen@northmankato.com  
**Subject:** Lake St. Zoning

Dear Michael, Mark, John,

I am writing to formally request a change in the zoning for the block of Lake St. that 1253 and 1255 reside on. I am referring to the "block" based on the map you have on your website for rental licenses availability.

I request this change for the following reasons.

I among many others have the feeling that "zoning" is just a veil to hide discrimination against renters based on familial status. I am sure when you were in college you and some friends could look for a place to rent out and not have to be steered one way or another, or put up with restrictions on where you could live because of zoning. Furthermore, though I do believe zoning to be important for new land use and city planning, this type of discriminatory zoning should not be approved nor should the city or any government authority have the authority to put it in place.

R-1 zoning in this particular block is not suitable given the construction of the area. This is proven by the number of rental licenses already in this area.

I believe that any area in which the city felt there were too many rentals should have been held by a vote by the residents of that area, and the owners of the homes in which it affects. This gives renters and owners a voice in the matter. If the residents and owners do not have an issue with the number of rental licenses in a given area, then neither should the city. You work for the people. I am not sure when the zoning was adopted and given to this area or how the procedure took place. I do understand occupancy limits with a basis for safety, but limiting occupants based on familial status seem like discrimination.

Given that there should be no fear of a multi unit sky-rise complex being built on the other side of the street being as the City owns a majority of that land this should be a fairly quick process. Perhaps the zoning needs not to be changed from one to another but needs to be revised in such a way that it does not restrict the number of occupants to 2 un-related but instead to 2 unrelated per bedroom as to not discriminate against marital status for unwed couples. Correct me if I am wrong but the purpose of zoning is to regulate city planning so a coffee shop or a jiffy lube or 150 unit apartment complex doesn't build or pop up in the middle of a cul-de-sac right? So I am finding it difficult to understand why or how 2 unrelated came into play. Zoning should have nothing to do with occupancy and only pertain to construction.

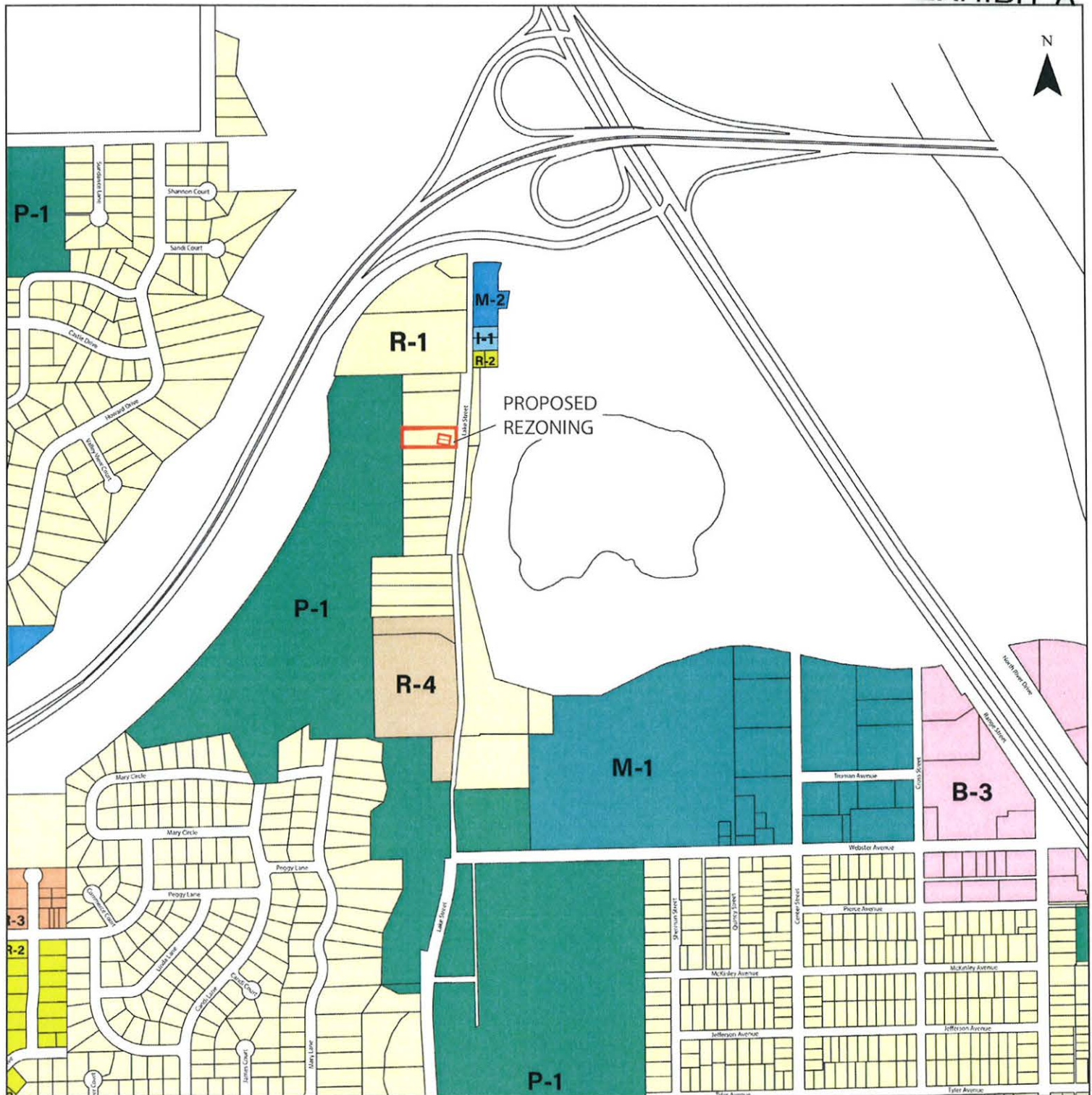
The way this is law is written if a single mother of two and a single father of two decided to move in together they would not be allowed to rent in an R-1 zoned area because of familial status. If they filled out a functional family form they could but then if their children turned 18 they would be adults and would not have a choice but to move out. Some people choose to rent their whole lives, and the only adversity or difficulty they should have to endure is whether or not the tax paying owner of the home wants to rent it. In which case the owner would be subject to adhere to all anti-discrimination laws.

In conclusion, I request approval for (2) 4-unrelated rental licenses for these units. The zoning of



this block to be changed from R-1 to a more fitting R-3 or R-4. Or the re-wording of the zoning laws to more effectively encompass these variables.

Thank you,  
I look forward to a timely resolution to this matter,  
Drew Atwood



### ZONING

North Mankato, Minnesota  
2017

B-1	Neighborhood Business	R-A	Residential Agricultural
B-2	Community Business	R-1	One Family Dwelling
B-3	General Commercial	R-1S	One Family Dwelling, Small Lot
I-1	Planned Industrial	R-2	One and Two Family Dwelling
M-1	Light Industry	R-3	Limited Multiple Dwelling
M-2	Heavy Industry	R-3A	Medium Density Residential
TUD	Transitional Unzoned District	R-4	Multiple Dwelling
P-1	Public Use	OR-1	Office-Residential
		CBD	Central Business District





### Future Land Use

- |  |                                 |  |   |
|--|---------------------------------|--|---|
|  | Central Redevelopment District  |  | Light Industrial                        |
|  | Central Business District       |  | High Density Residential                |
|  | General Commercial              |  | Medium Density Residential              |
|  | Neighborhood Commercial         |  | Low Density Residential                 |
|  | Commercial/Industrial Mixed Use |  | Low Density Residential / Institutional |
|  | Heavy Industrial                |  | Institutional                           |
|  |                                 |  | Open Space/Park                         |
|  |                                 |  | Right of way                            |



1 inch = 575 feet



December 1, 2017

Dear Property Owner:

The City of North Mankato has received a request from Andrew Atwood to rezone the property addressed at 1253/1255 Lake Street from R-1, One-Family Dwelling to R-3, Limited Multiple Dwelling. Attached is map should the location of the property and the existing area zoning.

This rezoning request will be considered by the Planning Commission on Thursday, December 14, 2017 and by the City Council on Monday, December 18, 2017. Both meetings begin at 7:00 p.m. in the Municipal Building Council Chambers located at 1001 Belgrade Avenue.

As a nearby property owner, you have the opportunity to comment on this request. You may send written comments by December 14, 2017 or appear at either or both meetings.

Sincerely,

THE CITY OF NORTH MANKATO

Mike Fischer  
Community Development Director

Enc

JTS Enterprise Inc.  
Jeff T. Steinbach  
1006 N River Drive  
North Mankato, MN 56003

Ann F. Ripley  
1475 County Road K  
New Richmond, WI 54017

Grant A. & Jessica Lynn Poehler  
1239 Lake Street  
North Mankato, MN 56003

Tracy Lynn McQuown  
200 W Lind Street  
North Mankato, MN 56003

Michael & Kresta Galazen  
6785 Woodbine Ct SE  
Rochester, MN 55904

Benton R. & Abigail R. Bakke  
1243 Lake Street  
North Mankato, MN 56003

Marty G. Lewis  
1249 Lake Street  
North Mankato, MN 56003

Application for  
REZONING

Pursuant to Chapter 156 of the North Mankato City Code, application is hereby made to amend the City of North Mankato Zoning Map as described herein.

LEGAL DESCRIPTION OF PROPERTY:

Lot # \_\_\_\_\_ Block # \_\_\_\_\_  
 Subdivision CIC No. 23 Address 1253/1255 Lake Street

APPLICANT:

Name Andrew Atwood Address \_\_\_\_\_ Phone \_\_\_\_\_

PROPERTY OWNER (If Other Than Applicant):

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

CURRENT ZONING: R-1      CURRENT USE OF PROPERTY: 2-unit townhome

PROPOSED ZONING: R-3

REASON ZONING CHANGE NEEDED: Allow more unrelated persons

REQUEST PREVIOUSLY CONSIDERED? Yes \_\_\_\_\_ No X If Yes, date \_\_\_\_\_

Comments:SUPPORTING DOCUMENTS:

	Required	Attached		Required	Attached
Plot Plan	_____	_____	Comment Letters	_____	_____
Floor Plan	_____	_____	Performance Test	_____	_____
Landscaping Plan	_____	_____	Petition	_____	_____
Parking/Loading Plan	_____	_____	Development Schedule	_____	_____
Survey	_____	_____	Proposed Regulations	_____	_____
Other _____	_____	_____			

FEES: Application Fee \$ 95.00

Notice Charge # 7 @ \$ 2.00 = \$ 14.00

Total Fee \$ 109.00 Receipt # \_\_\_\_\_

I hereby certify that the information both described in and attached to this application is correct and true.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_



Pursuant to the requirements of Chapter 156 of the North Mankato City Code, this application was received by me or my duly designated representative on November 22, 2017, and I hereby certify that this application meets all the necessary application requirements.

Signature of Zoning Administrator \_\_\_\_\_ Date \_\_\_\_\_

PLANNING COMMISSION ACTION:      Date December 14, 2017

\_\_\_\_\_ Approved      Additional Conditions:

\_\_\_\_\_ Denied      Reason:

CITY COUNCIL ACTION:      Date December 18, 2017

\_\_\_\_\_ Approved      Additional Conditions:

\_\_\_\_\_ Denied      Reason:

OTHER COMMENTS

STATE OF MINNESOTA      )  
COUNTY OF NICOLLET      )  
CITY OF NORTH MANKATO      )

I, the undersigned, being the duly qualified and acting City Clerk of the City of North Mankato, Minnesota, hereby certify that I have carefully compared the attached variance approved by the City of North Mankato with the original thereof on file and of record in my office, and that the same is a full, true and completed copy of said original.

WITNESS my hand and the official seal of said City of North Mankato this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk, City of North Mankato

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item #10G	Department: Community Dev.	Council Meeting Date: 12/18/17																								
<b>TITLE OF ISSUE: Consider Ordinance No. 97, Fourth Series An Ordinance of the City of North Mankato, Minnesota Annexing 20.75 Acres Owned by BCD Properties.</b>																										
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> On October 3, 2017 the City received a request to annex 20.75 acres from BCD Properties. The City Council accepted the petition of annexation on October 16, 2017. According Minnesota Statutes §414.033 Subdivision 2(3), Permitting Annexation by Ordinance the City must serve upon the Township Board and residents abutting the land 30-days notice that the City will conduct a Public Hearing. The City served the notices certified mail and set and the Public Hearing was held on December 4, 2017. The City may now adopt an Ordinance of Annexation and submit the request to the Office of Administrative Hearings for approval.																										
<i>If additional space is required, attach a separate sheet</i>																										
<b>REQUESTED COUNCIL ACTION: Adopt Ordinance No. 97, Fourth Series An Ordinance of the City of North Mankato, Minnesota Annexing 20.75 Acres Owned by BCD Properties.</b>																										
<div style="margin-bottom: 10px;">           Motion By: _____            Second By: _____         </div> <div>           Vote Record:      Aye      Nay           <table style="margin-left: 100px; border: none;"> <tr><td>_____</td><td>_____</td><td>Steiner</td></tr> <tr><td>_____</td><td>_____</td><td>Norland</td></tr> <tr><td>_____</td><td>_____</td><td>Freyberg</td></tr> <tr><td>_____</td><td>_____</td><td>Whitlock</td></tr> <tr><td>_____</td><td>_____</td><td>Dehen</td></tr> </table> </div>	_____	_____	Steiner	_____	_____	Norland	_____	_____	Freyberg	_____	_____	Whitlock	_____	_____	Dehen	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> <b>SUPPORTING DOCUMENTS ATTACHED</b> </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> <div>           Other (specify) _____            _____            _____            _____            _____         </div>	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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Resolution	Ordinance	Contract	Minutes	Map																						
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<div style="margin-bottom: 10px;"> <input type="checkbox"/> Workshop         </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> Regular Meeting         </div> <div> <input type="checkbox"/> Special Meeting         </div>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Refer to: _____         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Table until: _____         </div> <div> <input type="checkbox"/> Other: _____         </div>																									

**ORDINANCE NO. 97, 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(3),  
PERMITTING ANNEXATION BY ORDINANCE**

**WHEREAS**, a petition signed by all the property owners, requesting that property legally described in Exhibit A be annexed to the City of North Mankato Minnesota, was duly presented to the Council of the City of North Mankato on the 17<sup>th</sup> day of October, 2017; and

**WHEREAS**, said property is unincorporated and abuts the City of North Mankato on its West boundary; is less than 120 acres; is not presently served by public sewer facilities or public sewer facilities are not otherwise available; and

**WHEREAS**, said property is not located within a flood plain or shoreland area; and

**WHEREAS**, said property is currently farmland and annexation is requested to facilitate the extension of city services for the industrial development of the property; and

**WHEREAS**, the City of North Mankato held a public hearing pursuant to Minnesota Statutes § 414.033 Subd. 2b, on December 4, 2017, following thirty (30) days written notice by certified mail to the Township of Belgrade and to all landowners within and contiguous to the area legally described in Exhibit A, to be annexed; and

**WHEREAS**, provisions of Minnesota Statutes § 414.033 Subd. 13 are not applicable in that there will be no change in the electric utility service provider resulting from the annexation of the territory to the municipality.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH MANKATO  
HEREBY ORDAINS AS FOLLOWS:**

1. The City Council hereby determines that the property as hereinafter described abuts the city limits and is or is about to become urban or suburban in nature in that industrial use is being proposed for said property the construction of which requires or will need city services, including public sewer facilities.
2. None of the property is now included within the limits of any city, or in any area that has already been designated for orderly annexation pursuant to Minnesota Statute § 414.0325.
3. The corporate limits of the City of North Mankato, Minnesota, are hereby extended to include the following described property, said land abutting the City of North Mankato and being 120 acres or less in area, and is not presently served by public sewer facilities or public sewer facilities are not otherwise available, and the City having received a petition for annexation from all the property owners of the land, to wit:

That part of the East Half of the East Half of the Northeast Quarter of Section 4,  
Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Commencing at the East Quarter corner of said Section 4; thence North 00 degrees 11 minutes 38 seconds East, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the east line of the Northeast Quarter of said Section 4, the same being the east line of Parcel 16N2 of Nicollet County Right Of Way Plat No. 26, on file and of record with the Nicollet County Recorder, 227.70 feet to the northeast corner of said Parcel 16N2, said point being the point of beginning; thence continuing North 00 degrees 11 minutes 38 seconds East, along the east line of the Northeast Quarter of said Section 4, a distance of 1373.66 feet to the northwesterly corner of Parcel 3N5 of said Right Of Way Plat; thence North 89 degrees 47 minutes 05 seconds West, along the westerly extension of the northerly line of said Parcel 3N5, a distance of 658.63 feet to the point of intersection with the west line of the East Half of the East Half of the Northeast Quarter of said Section 4; thence South 00 degrees 03 minutes 40 seconds West, along said west line, 1378.02 feet to the point of intersection with the north line of said Parcel 16N2; thence North 89 degrees 50 minutes 06 seconds East, along said north line, 655.44 feet to the point of beginning.

The above described property consists of a total of 20.75 acres, more or less. Copies of the corporate boundary map showing the property to be annexed and its relationship to the corporate boundaries and all appropriate plat maps are attached hereto in Exhibit B.

4. That the population of the area legally described herein and hereby annexed is 0.
5. The City of North Mankato pursuant to Minnesota Statutes §414.036, and in accordance with the reimbursement agreement (Exhibit C) that with respect to the property taxes payable on the area legally described herein, hereby annexed, shall make a cash payment to Belgrade Township of \$3,378.25 and shall not receive any further property tax income from the land commencing with the tax year 2017.
6. That pursuant to Minnesota Statutes § 414.036 with respect to any special assessments assigned by the Town to the annexed property and any portion of debt incurred by the Town prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described there are no special assessments or debt incurred by the Town on the subject are for which reimbursement is required.
7. That the City Clerk of the City of North Mankato is hereby authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Nicollet County Auditor, and the Belgrade Township Clerk.
8. That this Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the Office of Administrative Hearings.

PASSED AND ADOPTED by the City Council of the City of North Mankato, Minnesota, this  
18<sup>th</sup> day of December, 2017.

---

Mayor

ATTEST:

---

City Clerk

(City Seal)

**PROPERTY OWNER PETITION TO MUNICIPALITY  
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE  
ANNEXATION OF CERTAIN LAND TO THE CITY OF NORTH MANKATO,  
MINNESOTA

PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

-----

TO: Council of the City of North Mankato, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by:

  X   the sole property owner; or  
       all of the property owners (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)

of the area proposed for annexation to annex certain property described herein lying in the Township of Belgrade to the City of North Mankato, County of Nicollet, Minnesota.

The area proposed for annexation is described as follows:

That part of the East Half of the East Half of the Northeast Quarter of Section 4, Township 108 North Range 27 West, Nicollet County, Minnesota, described as:

Commencing at the East Quarter corner of said Section 4; thence North 00 degrees 11 minutes 38 seconds East, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the east line of the Northeast Quarter of said Section 4, the same being the east line of Parcel 16N2 of Nicollet County Right Of Way Plat No. 26, on file and of record with the Nicollet County Recorder, 227.70 feet to the northeast corner of said Parcel 16N2, said point being the point of beginning; thence continuing North 00 degrees 11 minutes 38 seconds East, along the east line of the Northeast Quarter of said Section 4, a distance of 1373.66 feet to the northwesterly corner of Parcel 3N5 of said Right Of Way Plat; thence North 89 degrees 47 minutes 05 seconds West, along the westerly extension of the northerly line of said Parcel 3N5, a distance of 658.63 feet to the point of intersection with the west line of the East Half of the East Half of the Northeast Quarter of said Section 4; thence South 00 degrees 03 minutes 40 seconds West, along said west line, 1378.02 feet to the point of intersection with the north line of said Parcel 16N2; thence North 89 degrees 50 minutes 06 seconds East, along said north line, 655.44 feet to the point of beginning.

Said parcel contains 20.75 acres, subject to any and all easements of record.

1. There is 1 property owner in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner - the number of parcels owned by a petitioner is not counted.)




2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.

*Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property previously annexed under this clause within the preceding 12 months if the property is owned by the same owners and annexation would cumulatively exceed 120 acres.*

3. Said property is unincorporated, abuts on the city's N S E W(circle one) boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 20.75 acres.
5. The reason for the requested annexation is industrial development.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of North Mankato, Minnesota.

Dated: 10-3-2017

Signature: 

Chad Harrison, BCD Properties, LLC

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 2b, before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), a municipality must hold a public hearing and give 30 days' written notice by certified mail to the town or towns affected by the proposed ordinance and to all landowners within and contiguous to the area to be annexed.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 11, when a municipality declares land annexed to the municipality under subdivision 2, clause (3), and the land is within a designated floodplain, as provided by section 103F.111, subdivision 4, or a shoreland area, as provided by section 103F.205, subdivision 4, the municipality shall adopt or amend its land use controls to conform to chapter 103F, and any new development of the annexed land shall be subject to chapter 103F.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 12, when a municipality annexes land under subdivision 2, clause (2), (3) or (4), property taxes payable on the annexed land shall continue to be paid to the affected town or towns for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the municipality may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following levy year.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd 13, at least 30 days before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), the petitioner must be notified by the municipality that the cost of electric utility service to the petitioner may change if the land is annexed to the municipality. The notice must include an estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation.

Municipal Boundary Adjustment Unit Contacts

Star Holman [star.holman@state.mn.us](mailto:star.holman@state.mn.us) 651-361-7909

Katie Lin [katie.lin@state.mn.us](mailto:katie.lin@state.mn.us) 651-361-7911

(June 2011)

# EXHIBIT B



## Legend

- City Limits
- Medians
- Roadways
- Roads**
  - US TRUNK HWY
  - COUNTY STATE AID HWY
  - MUNICIPAL STATE AID STREET
  - LOCAL STREET
  - RAMP
  - PRIVATE STREET
- Lakes & Ponds
- Minnesota River



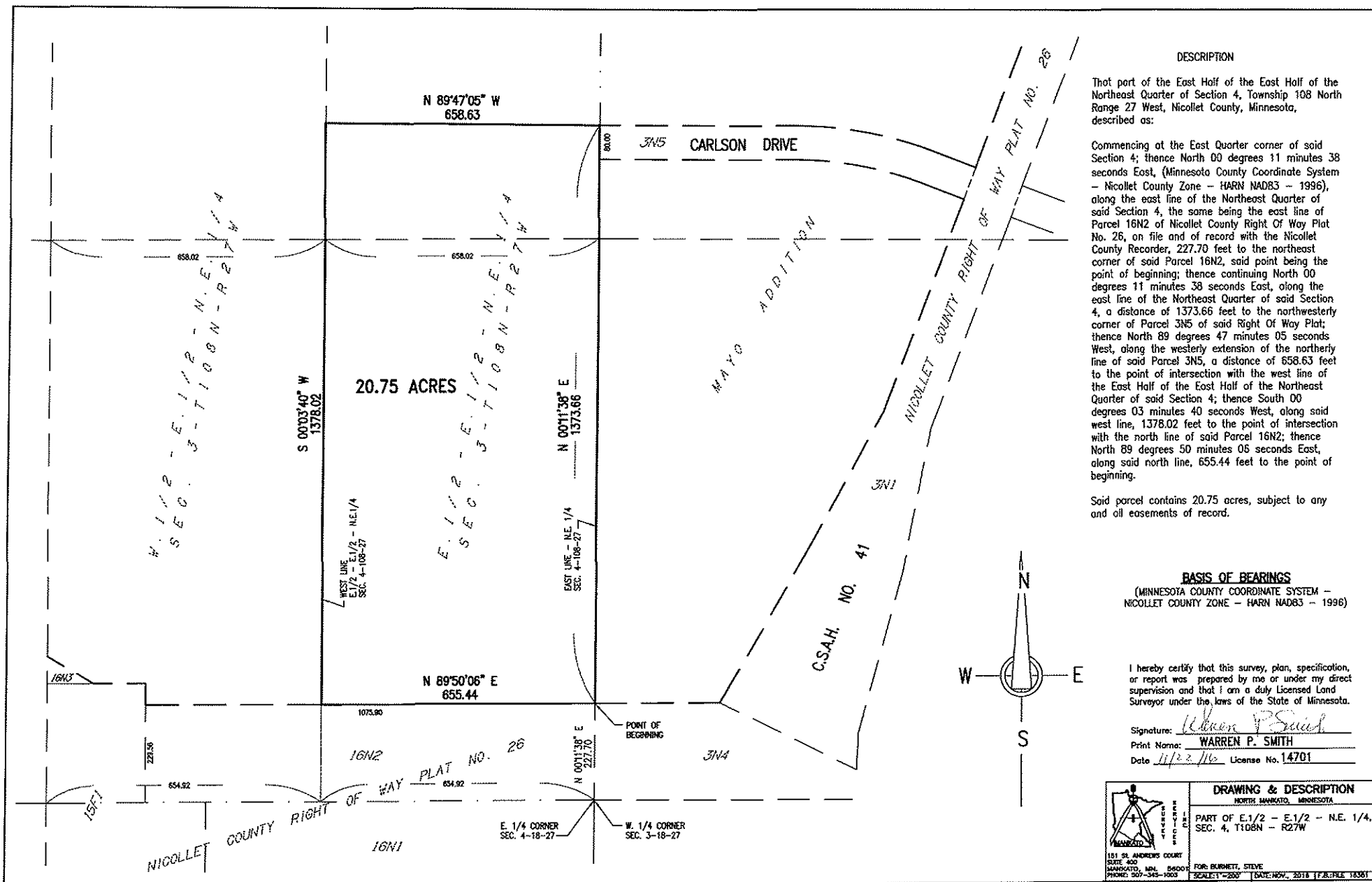
## Disclaimer:

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.

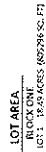
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© Bolton & Menk, Inc - Web GIS 11/30/2017 7:51 AM





## MAYO ADDITION



# EXHIBIT C

## ANNEXATION REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF NORTH MANKATO AND BELGRADE TOWNSHIP

Pursuant to Minn. Stat. Sec. 414.036:

Unless otherwise agreed to by the annexing municipality and the affected town, when an order or other approval under this chapter annexes part of a town to a municipality the order or other approval must provide a reimbursement from the municipality to the town for all or part of the taxable property annexed as part of the order. The reimbursement shall be completed in substantially equal payments over not less than two nor more than eight years from the time of annexation. The municipality must reimburse the township for all special assessments assigned by the townships to the annexed property and any portion of debt incurred by the town prior to the annexation and attributable to the property to be annexed but for which no special assessments are outstanding, in substantially equal payments over a period of not less than two or no more than eight years.

In accordance with this State Statute, the City of North Mankato will reimburse Belgrade Township an annual amount based on the property taxes collected by Belgrade Township in the last year it collected taxes on any land valued over \$50,000 which the City of North Mankato annexes into its City limits. There will be no reimbursement for land valued under \$50,000 which the City annexes. Any reimbursement shall be paid for a period of five years. The City reserves the right to pre-pay at any time.

  
\_\_\_\_\_  
Mayor, City of North Mankato

  
\_\_\_\_\_  
Belgrade Township Supervisor

1-16-07  
\_\_\_\_\_  
Date

1-9-2007  
\_\_\_\_\_  
Date



## I. VISION

### A. Development of a vision

Early in the planning process for the Commerce Drive Area Development Plan, Commerce Drive business and property owners, as well as the general public attended visioning meetings to provide their vision for the corridor's future. The input received from those meetings was used to identify a shared vision for Commerce Drive by the City, citizens, and stakeholders.

Participants answered a series of questions aimed to identify strengths, weaknesses, opportunities, and threats present on Commerce Drive today and into the future. While there were several views among participants, there were some general themes that were mentioned at all meetings.



*Terms collected at the public meeting identifying views of Commerce Drive today.*

Participants feel the corridor is in need of, and has potential for, new business development, property redevelopment, streetscaping and infrastructure safety improvements, and added amenities. Buildings in the area were viewed as outdated and the businesses they contain not visible to traffic passing by. The area was described as undefined and hidden. Many expressed that patrons of Commerce Drive are workers or people passing through the area without stopping, not customers. Participants asked how to get more customers to spend more time there and utilize the businesses more. Most believe that sufficient vehicle and pedestrian traffic exists to support increased business development given more traffic can be drawn in. It's true that many vehicles access the area as the eastern part of the corridor carries 11,000 vehicles per day (vpd) and nearby Trunk Highway 14 and Lor Ray Drive carry roughly 25,000 vpd and 15,000 vpd respectively.

When discussing the future of the corridor, there was an overwhelming desire to develop Commerce Drive as a destination with diverse businesses supportive of both commercial and industrial uses. An "uptown" feel is also desired with unique businesses, community events, and a sense of place that draws people to the area. However, most agreed that before any of that can happen, there are traffic and safety concerns that need to be dealt with. Meeting input is summarized in Appendix X and will contribute to the shared vision as well as inform all aspects of the plan moving forward.

### B. A Vision for Commerce Drive

Commerce Drive is a growing and diverse community destination supporting many uses that provide livability for area residents and a major employment sector for North Mankato's workforce, while also providing a safe and efficient vehicle and pedestrian environment including connections to area recreation facilities.



*Terms collected at the public meeting identifying views of Commerce Drive in the future.*



**Commerce Drive Area Development Plan  
Stakeholder Visioning Meetings  
November 14 & 15, 2017**

North Mankato Fire Station #2  
Howard Drive, North Mankato



## Summary of Meetings

**Purpose:**

The purpose of the Commerce Drive Area Development Plan Stakeholder Visioning Meetings was to solicit feedback from business/property owners along the corridor regarding their vision for the future of Commerce Drive and understand current issues and concerns.

**Attendees:**

Meeting #1 – November 14 <sup>th</sup> @ 1:00pm	
Name	Organization
Kory Ness	Lloyd Lumber
Tom Neubert	Lloyd Lumber
Dave Raasch	Lloyd Truss
Teresa Pratt	Pratt, Katzke & Associates
Matthew C.	Thin Film Technologies
Dave Giefer	Wis-Pak
Tim Hartwig	Peace Lutheran Church
Mike Fischer	North Mankato, City Planner
Courtney Kietzer	North Mankato, Planning Analyst
Matt Lassonde	Bolton & Menk, Inc., Transportation Planner
Meeting #2 – November 15 <sup>th</sup> @ 6:00pm	
Name	Organization
Cherrie Metcalf	Indulge Salon & Tanning
Tiffany & Nick Ward	Indulge Salon & Tanning
Todd Kruse	Wenger PT
Jason Tompkins	Ignition Fitness
Troy Diedrich	South Point Financial
Wade Becker	Big Dog Sports Café
Tony Jones	Commerce Auto – Express Care
Mike Fischer	North Mankato, City Planner
Matt Lassonde	Bolton & Menk, Inc., Transportation Planner

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Bolton & Menk is an equal opportunity employer.

*A Vision for Commerce Drive*



**Meeting Format and Materials Presented:**

At each meeting, participants were placed in two groups to facilitate discussion. A presentation began at the beginning of the meeting to provide information on the development of the plan and why participants were asked to attend. The presentation utilized Poll Everywhere, an interactive tool that solicits feedback from groups through smart phones responses and display answers immediately on the presentation screen. The feedback received during the two meetings were combined and the results can be seen at the end of this summary document.

The following is a summary of the presentation:

- Introductions
- Purpose of the Commerce Drive Development Plan
- Guiding Principles
- Area Context and Plan Components
- Visioning
- Next Steps

Each table had a large aerial image of the planning area to reference and write concerns on through the duration of the meeting. Boards containing existing and future land use in the planning area were also on display.

After generating ideas for the future of Commerce Drive through the presentation, participants were asked to speak among small groups and answer questions to facilitate discussion. Groups were then asked to report small group answers to the larger group. Responses were documented in the front of the room during the discussion so that participants could see topics displayed.

**Comments Received:**

*Audience Polling Question Response:*

The following questions and answers reflect the results of participant feedback from both meetings.

1. Participants were asked if Commerce Drive should have a business association. This was to gauge interest among participants and provide them with an open line of communication on this topic. 55 percent of those who attended responded "yes", 45 percent responded "not sure." None of the participants responded with "no."
2. What describes your vision for sidewalk and trail connections to and from Commerce Drive?
  - Wider sidewalks and safety for walkers. Lots of walkers at lunch
  - Improved sidewalks with updated lighting, significant foot traffic along this street. No bike trail along this street.
  - At least sidewalks on both sides of Commerce.
  - Wider sidewalks for bikes & walkers on both sides
  - Sidewalk both sides of the road
  - Wide sidewalks for multi-use and more crosswalks for pedestrians.
  - Safe walk ways for kids
  - Wider side walk

- Family friendly crosswalks + sidewalks encouraging walking/biking
  - Crossing, and sidewalks on both sides of street
3. What concerns do you have regarding existing pedestrian/bicycle movement on the corridor?
- No concern
  - There is a fair amount of people crossing by Keim Trip. I feel most have been careful
  - See people struggling to cross north/south near Roe Crest.
  - Lack of crosswalks
  - Sidewalk on north side is too close to the street. Mostly a problem during the winter with the snow
4. What beautification/place-building amenities would you like to see integrated into the streetscape along Commerce Drive?
- No concerns. I don't see Commerce Dr as a hangout
  - Gateway
  - Benches, improved lighting
  - Benches
  - Holiday decor when appropriate
  - Areas for sitting with planters for people to rest or take breaks.
  - Enhanced lighting, Welcoming Feel, Flowers
  - Places to sit when walking. Planters, benches
  - Benches in larger corners, lighting
  - Welcome signs for North Mankato/Commerce. Trees, flowers, benches, art along the highway.
5. Participants were asked to submit words they would use to describe Commerce Drive today. The following graphic illustrates terms collected:



6. Participants were then asked to submit words reflective of their vision for the future of Commerce Drive. The following graphic illustrates terms collected:



*Verbal Comments:*

Participants were asked to discuss questions among small groups and report back to the larger group. The following represents questions asked and verbal comments shared through that process:

1. **What would you like to see Commerce Drive have in 10 or 20 years, in terms of:**
  - a. **Housing**
  - b. **Businesses**
  - c. **Streetscape/character**
  - d. **Amenities**

*Housing –*

- In terms of housing opportunities along Commerce Drive, several suggested that opportunities for additional residential uses are limited. Some suggested that they would welcome residential if it were included in future mixed-use redevelopment. Most acknowledged that primary uses along Commerce are Commercial and Industrial and that residential doesn't fit. Some expressed excitement about the potential for residential options being offered.

*Businesses –*

- All agreed that adding more businesses is desirable along Commerce Drive. Some suggested they would like to see the strip malls be filled with businesses that are thriving and also would like to see vacant properties filled with more buildings and niche businesses. Potential larger businesses discussed include another "sit down" restaurant (a place to bring clients), a grocery store similar to a food co-op, and a hotel.
- Some would like to have greater control over business signage suggesting that less stringent rules could allow for better advertisement for businesses. Business flow along the corridor was also discussed. Participants wished to have businesses be visible and support/complement each other.
- Participants discussed the split between commercial and industrial uses stressing that it is important to get businesses representing all uses on board with changes to Commerce Drive and that a strong partnership is necessary.



*Streetscape/Character –*

- Several participants expressed a desire for beautification along the corridor to increase appeal. This could include street furniture, lighting enhancements, and enhanced décor along the street during the holidays. As seen in the presentation feedback, several would like wider sidewalks and potentially a wider, multi-use path used by both bikers and pedestrians. Enhanced lighting was mentioned several times as not only a design feature but also for safety reasons.
- Many commented that building design is non-cohesive suggesting buildings could use some measure of design guidance to adhere to. Mike Fischer asked, “if design guidelines were instituted, would businesses be interested in grant/loan funding opportunities for façade improvements?” Some showed interest in this. Participants did acknowledge that Commerce Drive will likely never be a Main Street type business district where buildings front the side of the street and historic character abounds. However, they mentioned some common design theme is desirable among buildings.
- A pedestrian friendly atmosphere was also desired. Some questioned where a gathering space could be created on Commerce. One participant suggested the addition of a food co-op setting similar to the St. Peter Food Co-op where people can gather and become more health conscious.
- Street art was also mentioned as a possibility moving forward.

**2. What are needs the community has that could be filled on Commerce Drive**

- The group agreed that Commerce Drive provides service to the surrounding area residents but would like to expand to attract others and create a destination. This could be linked to attracting more of a visitor crowd from Caswell Park during tournaments, providing connections to trails and facilities, and offering events to draw people in.

**3. Where are the biggest opportunities for Commerce Drive moving forward?**

- All agreed that the ideas for streetscaping, pedestrian enhancements to infrastructure and connections, and more business opportunities were desirable and should be pursued.
- Many see opportunity in vacant lots and underutilized lots for potential redevelopment in the area. Specific properties were discussed as being underutilized where there are vacant storefronts or dilapidated buildings.
- One participant suggested that the South Central College is an untapped resource. The group began to discuss that access from the college could be enhanced or other measures taken to draw students and faculty to Commerce Drive to utilize businesses.
- Participants acknowledged that 11,700 vehicles per day on the eastern end of the corridor is healthy for business.

**4. Are there problems or challenges in the area that need to be addressed?**

- Participants were concerned with parking for potential events that could be held in the area arguing that people attending events would have to park several blocks away. Some mentioned the idea of having centrally located parking for this purpose.
- There was also discussion of lots being deep, locking up vacant land that could be better utilized if access was created.
- Various traffic concerns were expressed including the application of a roundabout at the Lor Ray/Commerce Drive intersection. The first group were adamantly opposed to this idea while the second group expressed a strong desire to see this happen. The latter

cited traffic back-ups along Commerce due to the long traffic light timing at the intersection. Some would also like to see turn lanes along the corridor for better traffic control. Others commented that there are a lot of access locations and it seems to cause issues.

- Discussions arose considering heavy truck traffic. Members of Wis-Pak and Lloyd Lumber discussed how heavy trucks access their facilities. All mentioned that trucks use both Lor Ray and Lookout equally, coming from US Highways 14 and 169. Commercial establishments on the eastern portion of the corridor agreed that redirecting heavy truck traffic from their area could have some benefits especially if pedestrian atmosphere enhancements will be a part of the plan recommendations. Those who generate heavy truck traffic mentioned that they could work with businesses and authorities to reroute heavy truck traffic to the Lookout Drive access. Matt cautioned that some analysis of that scenario should be completed as causing more truck traffic on the west side may have adverse effects on that area. This will be explored as part of the planning process. One participant asked if trucks could be rerouted to James Drive via Commerce Lane.
- Businesses were interested in tapping in tapping into high traffic volumes on Highway 14 asking how they might be able to divert those traveling the trunk highway onto Commerce to utilize services.
- Many children are observed riding and walking along Commerce before and after school and during the summer months. Participants raised concerns regarding children's safety as they are seen crossing the street often. One mentioned, and others agreed, traffic volumes and vehicles turning in and out of businesses seems unsafe for all users of the sidewalks.





**Commerce Drive Area Development Plan  
Public Visioning Meetings  
November 28 & 29, 2017**

North Mankato Fire Station #2  
Howard Drive, North Mankato



## Summary of Meetings

### Purpose:

The purpose of the Commerce Drive Area Development Plan Public Visioning Meetings was to solicit feedback from citizens who have interest in the future of Commerce Drive and understand current issues and concerns.

### Attendees:

Meeting #1 – November 28 <sup>th</sup> @ 6:00pm	
Name	Organization
Delaina Ward	Resident
Matthew C.	Thin Film Technologies
Dick Cashman	Resident
Tiffany Ward	Indulge Salon & Tanning
Matt DuRose	Resident
Matthias Leyrer	Resident
Ryan Swanson	Resident
Scott Weilege	Weilege Advisory Group
Meeting #2 – November 29 <sup>th</sup> @ 1:00pm	
Name	Organization
Joel Heitner	Southpoint Financial Credit Union
Jason Tompkins	Ignition Fitness
Matt Merrick	Ignition Fitness
Maryann Nelson	North Mankato Animal Hospital
Leah Mahoney	Statewide Health Improvement Partnership (SHIP)
Project Staff and Elected Officials Present at Both Meetings	
Katie Boon	Public Engagement Consultant
Mark Dehen	City of North Mankato, Mayor
Mike Fischer	City of North Mankato, City Planner
Courtney Kietzer	City of North Mankato, Planning Analyst
Matt Lassonde	Bolton & Menk, Inc., Transportation Planner

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Bolton & Menk is an equal opportunity employer.

*A Vision for Commerce Drive*

**Meeting Format and Materials Presented:**

At each meeting, participants were placed in two groups to facilitate discussion. Each table had a large aerial image of the planning area to reference and write concerns on through the duration of the meeting. Participants were asked to discuss what they like and don't like about Commerce Drive today among tables and report back to the larger group. They were then asked to discuss what they would like to see in the future and report back to the group. Responses were posted on the wall in the front of the room so that participants could view responses.

**Comments Received:**

Participants provided the following feedback:

*Commerce Drive Today:*

- The area has aging street and building infrastructure
- Commerce Drive is a great place for area resident's to access services. The drive to Mankato is too long and not convenient. Commerce fills that gap.
- Some questioned why retail isn't thriving currently. "What is missing?" Many discussed businesses aren't visible enough while driving along the corridor as well as from Highway 14. Questions arose as to whether or not there is a "recipe" for the right business combinations that could be implemented on the corridor. Some mentioned the strip mall is not well utilized, buildings are hidden and signage is an issue.
- The area has traffic and road issues. It's difficult to turn anywhere along the corridor to access businesses. Access is excessive and terrible. Some feel that this environment deters people from visiting this area.
- The area seems dangerous for children walking and riding bikes. Crossings are dangerous. No cars stop at the crossing at the Roe Crest Drive intersection.
- Some mentioned bike lanes could be a disaster while others suggested they could be awesome and are needed.

*Commerce Drive in the Future:*

- There was consensus on Commerce becoming more of a destination that is pedestrian oriented. Better connections to Caswell Complex and Highway 14 Trail were desired. Wider sidewalks were also mentioned.
- Various vacant lots should be developed to include businesses that create the destination; businesses that draw customers. Some would like to see craft businesses, a coffee shop, a wine shop, a food co-op type grocery store that could be a destination, and a restaurant. Many said there are not enough places to eat. They suggested a nicer "sit down" restaurant be located on Commerce Drive. Some would like to see outdoor seating with planters along the corridor and at eating establishments. Some mentioned a "St. Peter like" food co-op while other mentioned an Aldi's or Trader Joes type establishment along the corridor.





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- Become  
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- Change  
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- Restaurant  
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- More  
 organic  
 beer  
 Restaurant
- Wine  
 bar  
 restaurant
- More  
 outdoor  
 food
- Pike  
 Themed
- Green  
 space  
 Park





**Patrick S. Haggerty**

Senior Regional Director  
Charter Government Affairs

December 8, 2017

City of North Mankato  
P.O. Box 2055  
1001 Belgrade Avenue  
North Mankato, MN 56003

Re: Charter Communications – Upcoming Changes

Dear Mr. Harrenstein:

At Charter (locally known as Spectrum), we continue to enhance our services, offer more entertainment choices and deliver the best value to our customers. Like most businesses, Charter faces rising costs that require occasional price adjustments. As a result, customers will be notified of the following price adjustments reflected in the attached table on or after December 12, 2017.

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (952) 367-4233 or via email at [patrick.haggerty@charter.com](mailto:patrick.haggerty@charter.com).

Sincerely,

A handwritten signature in black ink, appearing to read "P. Haggerty", followed by a long, horizontal, wavy line.

Patrick S. Haggerty  
Senior Regional Director



**Patrick S. Haggerty**  
Senior Regional Director  
Charter Government Affairs

**Table of Upcoming Price Adjustments**

Product/Service	Price From	Price To
TV Select	\$62.99	\$64.99
Basic TV Service	\$19.57	\$23.89
Expanded TV Service	\$43.42	\$41.10
Broadcast TV Surcharge	\$7.50	\$8.85
Single DVR Service	\$11.99	\$12.99