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 November 16, 2015. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Members Freyberg, Spears, and Steiner, City Administrator Harrenstein, Finance Director Thorne, Attorney Kennedy, City Clerk Van Genderen, Public Works Director Swanson. Absent: Council Member Norland.

Approval of Agenda

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

Approval of Minutes

Council Member Freyberg moved, seconded by Council Member Spears to approve the minutes of the Council meeting of November 2, 2015. Vote on the motion: Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.

Public Hearing-7 p.m., Hearing on Proposed Assessment for Project No. 15-01ABCDEF West Carlson Drive Improvement Project 2015/2016.

City Engineer Dan Sarff appeared before Council and stated the Public Hearing was for Project No. 15-01ABCDEF West Carlson Drive Improvement Project. The total cost of the project is \$698,260 with 100% being assessed to the improved properties. The Mayo Health Systems, as part of their annexation agreement, prepaid their assessment of \$349,974. H.H. Partnership's portion of the assessment of \$348,286 is deferred, as determined by a prior agreement, until the property is annexed into the City of North Mankato. As required by law a Public Hearing notice was published in the newspaper and notification was mailed to the property owners. With no-one appearing before Council Mayor Dehen closed this portion of the meeting.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 89-15 Approving Donations/Contributions/Grants.
- C. Approved Parade Permit for Gobble Wobble Family Fun Run, Benson Park, Thursday, November 26, 2015 from 8:00 a.m. to 10:00 a.m.
- D. Set Public Hearing for 7 p.m. on Monday, December 7, 2015 to Consider 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020.

Vote on the motion: Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried. Council Member Spears requested clarification on the claim from Municipal Builders for work on Well House #9. Public Works Director Swanson stated the payment was for work to date which included utility and surface work. Mayor Dehen thanked Delta Kappa Gamma for their donation of \$1,750.00 to the Backpack for Books Program.

Public Comments

None.

Business Items

Res. No. 90-15 Adopting Assessment for Project No. 15-01ABCDEF West Carlson Drive Improvement Project 2015-2016. The Public Hearing for Project No. 15-01ABCDEF West Carlson Drive Assessment was held earlier in the evening. Council Member Freyberg moved, seconded by Council Member Steiner to approve Res. No. 90-15 Adopting Assessment for Project No. 15-01ABCDEF West Carlson Drive Improvement Project 2015-2016. Vote on the motion: Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.

Res. No. 91-15 Creating the Greenway Conservation Advisory Committee.

Administrator Harrenstein reported City staff is excited to welcome this new group to act as consultants. He stated the Parks Plan identifies urban forest and greenway as areas for conservation and maintenance and the Greenway Conservation Advisory Committee would act as advisors for prairie restoration, eradication of invasive species and vetting ideas such as developing monarch and animal habitats and growing fruit in public spaces. The committee consists of a Council Member, a Citizen and a Conservation Professional. Council Member Freyberg, who is passionate about conservation, has agreed to serve along with Conservation Professional Randy Schindle and citizen Scott Seigfreid. Council Member Spears requested Attorney Kennedy address any statutory implications. Attorney Kennedy reported the advising Council can establish and abolish committees. Attorney Kennedy stated the City Council maintains control over appointments and advised Council to review committee activity and determine if any committees should be abolished. Council Member Spears moved, seconded by Council Member Steiner to amend the resolution to include a review by City Council after ten (10) years of the efficacy and necessity of the Greenway Conservation Advisory Committee. Vote on the motion: Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried. Council Member Spears moved, seconded by Council Member Steiner to approve the amended Res. No. 91-15 Creating the Greenway Conservation Advisory Committee. Vote on the motion: Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.

City Administrator and Staff Comments

Budget Review and Update.

Finance Director Thorne reviewed changes to the 2016 Budget. The changes included an increase of \$882,943 in the 2016 Final Expenditures from the 2016 Proposed Expenditures, and an increase by \$111,346 for debt in the Water Fund, Sewer Fund, Storm Water Fund and Debt Service Funds. This increase is due to an earlier payment date on several GO Improvement Bonds due to the 2015B Refunding Bonds. The City will see savings from the 2015B Refunding Bonds in lower debt service over the 2015-2028 period. The Construction Fund has an increase of \$771,054 due to the use of excess fund balance from 2015 projects. This amount is proposed to be used in 2016 for 2016 Construction projects (\$671,054) and a transfer to Debt Service Funds (\$100,000). Administrator Harrenstein indicated updated worksheets would be provided.

Charitable Gambling Information.

Administrator Harrenstein stated a memo was included in the packet that reviewed background information on charitable gambling, local regulations and the Charitable Gaming Fund. Administrator Harrenstein reported that in the future the Charitable Gaming Fund would be included in the Budget. Administrator Harrenstein indicated the City would also be donating time to the Children's Museum of Southern Minnesota to help construct a painting wall. Mayor Dehen stated Council should review the Charitable Gaming Fund and proposed expenditures and discuss the Charitable Gaming Fund during the 2016 Budget review.

Strategic Plan Update.

Administrator Harrenstein indicated he would provide an update at a later date.

Public Works Director Swanson reported leaf collection continues. Mayor Dehen thanked Public Works Director Swanson for having staff out collecting leaves on Veteran's Day, a day staff normally has off, to collect the leaves prior to the wind.

Council Members Freyberg and Steiner thanked Public Works Director Swanson for directing traffic during the Lookout Drive Reconstruction and Roundabouts.

Mayor and Council Comments

Mayor Dehen introduced Sarah Wennes who spoke on behalf of Monroe Elementary. Ms. Wennes appeared before Council and reported Monroe Elementary received the honor of being awarded a Blue Ribbon Award from U.S. Secretary of Education.

Mayor Dehen read into record a proclamation declaring November 2015 Monroe Elementary Month.

PROCLAMATION

WHEREAS, Monroe Elementary was built in 1959 and today provides education in North Mankato for approximately 480 students in kindergarten through fifth grade; and

WHEREAS, Monroe Elementary strives to assure learning excellence and readiness for a changing world through positive behavior strategies, collaboration between students, parents and teachers and high expectations of behavior and learning to promote success and create lifelong learners; and

WHEREAS, the U.S. Secretary of Education, Arne Duncan, is recognizing Monroe Elementary as a National Blue Ribbon School: and

WHEREAS, the National Blue Ribbon designation recognizes that Monroe Elementary is an exemplary high performing school and is one of Minnesota's highest performing schools as measured by state assessments;

NOW THEREFORE I, Mark Dehen, Mayor of North Mankato, proclaim November 2015 as:

MONROE ELEMENTARY MONTH

in the City of North Mankato and encourage all citizens to thank teachers and staff for their hard work and dedication in making Monroe Elementary a National Blue Ribbon School.

Dated this 16th day of November 2015.

Mayor Dehen reported a successful Coffee with the Council at The Washboard Laundry on Saturday, November 14, 2015.

Mayor Dehen read into record a joint proclamation from the City of Mankato and the City of North Mankato declaring November 13, 2015 Holiday Sharing Tree Day.

WHEREAS, the City of Mankato and the City of North Mankato have many individuals in need who may not receive a gift at Christmas including those with limited financial resources, developmental and physical disabilities, the elderly, and those with other disadvantages; and

WHEREAS, the Holiday Sharing Tree began filling needs in 1985 by providing 185 families with gifts and last year in 2014 provided gifts to over 800 families; and

WHEREAS, since 1985 the Holiday Sharing Tree has provided over 55,000 gifts to those in need in Blue Earth and Nicollet counties; and

WHEREAS, the Holiday Sharing Tree is celebrating 30 years of service and giving to those in need;

NOW THEREFORE DO WE, Eric Anderson, Mayor of Mankato, and Mark Dehen, Mayor of North Mankato, proclaim November 13, 2015 as:

HOLIDAY SHARING TREE DAY

in the City of North Mankato and Mankato, and encourage all citizens to work together to promote and give to the Holiday Sharing Tree.

Dated this 13th day of November 2015.

Public Comments

Barb Church, 102 Wheeler Avenue, appeared before Council requesting clarification on if the Parks and Green Spaces Committee was still an active committee since the Greenway Conservation Advisory Committee was formed. Mayor Dehen indicated the Greenway Conservation Committee was an additional source of information and expertise.

<u>Jim Whitlock, 332 Belgrade Avenue,</u> appeared before Council and stated the 2nd Annual Bells on Belgrade would be held on December 5th from 3:00 pm to 6:00 pm and would include a Winter Wonderland Parade at 6:30 pm.

There being no further business, on a motion by Council Member Freyberg, seconded by Council Member Steiner, the meeting adjourned at 7:40 p.m.

	Mayor	
City Clerk		

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 7	Dept: Finance Director	Council Meeting Date: 12/7/15
TITLE OF ISSUE: Public Hearing, 7 p	.m 2015 Budget and 2016-	2020 Five-Year Capital Improvement Plan.
the 2016 Proposed Budget. A copy of the Library. Since the presentation of the 201 September 21, 2015, there have been few of	budget is posted on the websi 6 Proposed Budget and Counce changes. The City estimates the cil is scheduled to adopt the 20	ate Statute the City must hold a public hearing on te and is also available to the public in the Taylor cil adoption of the preliminary tax levy on he tax levy of \$5,794,404 to be the same as the 016 Budget and Tax Levy on December 21, 2015
REQUESTED COUNCIL ACTION: N	' A	If additional space is required, attach a separate sheet
For Clerk's Use:	SUPPO	RTING DOCUMENTS ATTACHED
Motion By:	Resolution Ord	inance Contract Minutes Map
Second By:		
Vote Record: Aye Freyberg Spears Steiner Norland Dehen	Other (specify Notice of Hear	PowerPoint Presentation ring, Affidavit of Publication
Workshop	R	efer to:
X Regular Meeting	T	able until:
Special Meeting		ther:

NOTICE OF PUBLIC HEARING ON 2016 BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN, 2016-2020 CITY OF NORTH MANKATO

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 7th day of December 2015, to hold a public hearing to consider the City's 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020.

Such persons as desire to be heard with reference to the proposed 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020 will be heard at this meeting. A copy of the 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020 is available at the North Mankato Taylor Library or by calling 625-4141 or in person at City Hall, 1001 Belgrade Avenue, North Mankato.

Dated this 16th day of November 2015.

April Van Genderen City Clerk City of North Mankato

November 20, 2015 NOTICE OF PUBLIC HEARING ON 2016 BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN, 2016-2020 CITY OF NORTH MANKATO 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 7thday of December 2015, to hold a public hearing to consider the City's 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020 Such persons as desire to be heard with reference to the proposed 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020 will be heard at this meeting. A copy of the 2016 Budget and Five-Year Capital Improvement Plan, 2016-2020 is available at the North Mankato Taylor Library or by calling 625-4141 or in person at City Hall, 1001 Belgrade Avenue, North Mankato. Dated this 16thday of November 2015. April Van Genderen City Clerk City Clerk City of North Mankato

AFFIDAVIT OF PUBLICATION

State of Minnesota, ss. County of Blue Earth

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

(A) The newspaper has complied with all of the

requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute

331.02, 331.06, and other applicable laws, as amended. (B) The printed _____ which is attached was cut from the columns of said newspaper, and was printed and published once each week, for ____ successive weeks; it was first published on ______, the _______, day of November , 20__15_, and was thereafter printed and published on every _____to and including ______, the ________, of November 20 ₁₅; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice: abcdefghijklmnopgrstuvwxyz



City of North Mankato 2016 Proposed Budget

December 7, 2015



2016 Budget

- Public Hearing for 2016 Proposed Budget
- Gather feedback from the public on the proposed budget
- Council passed maximum levy resolution on September 21st (\$5,794,404)
- Budget to be adopted December 21, 2015

Budget Expenditure Summary 2016

							2016 FINAL	
							+/-	
来。在100mm的主要,在100mm,100mm。	OAF ADODTED	20	MC PROPOSED		2016 FINAL	1	015 ADOPTED	%+/-
Funds	015 ADOPTED		16 PROPOSED	ć		\$	540,132	7.5%
General Fund Total	\$ 7,170,951	\$	7,711,083	\$	7,711,083	\$	247,569	12.4%
Water	\$ 2,002,258	\$	2,025,958	\$	2,249,827	\$		-0.5%
Wastewater (Sewer)	\$ 2,237,176	\$	2,185,983	\$	2,225,461		(11,715)	1.3%
Solid Waste (Garbage)	\$ 745,000	\$	754,553	\$	754,553	\$	9,553	1.7%
Recycling (Sanitation)	\$ 565,620	\$	575,043	\$	575,043	\$	9,423	0.3%
Storm Water	\$ 274,046	\$	273,257	\$	274,855	\$	809	
Debt Service Funds	\$ 3,048,866	\$	3,007,545	\$	2,928,964	\$	(119,902)	-3.9%
Community Development Block Grant	\$ 63,000	\$	67,602	\$	67,602	\$	4,602	7.3%
Local Option Sales Tax	\$ 683,444	\$	503,144	\$	503,144	\$	(180,300)	-26.4%
Capital Facilities and Equip. Replacement	252,000	\$	519,000	\$	519,000	\$	267,000	106.0%
Construction Funds	\$ 770,816	\$	-	\$	771,054	\$	238	0.0%
Port Authority - General Fund	\$ 194,856	\$	78,862	\$	78,862	\$	(115,994)	-59.5%
Joint Economic Development Fund	\$ 152,000	\$	144,479	\$	144,479	\$	(7,521)	-4.9%
Port Authority Federal Revolving Loan								
Fund	\$ -	\$	-	\$	-	\$	-	0.0%
Port Authority Local Revolving Loan Fund	\$ -	\$	-	\$	-	\$	-	0.0%
Port Authority State Revolving Loan Fund	\$ 28,968	\$	S- 1	\$		\$	(28,968)	-100.0%
TIF 8 - Marigold	\$ 23,543	\$	61,923	\$	61,923	\$	38,380	163.0%
TIF 14 Webster Ave - Sign Pro	\$ 3,189	\$	8,388	\$	8,388	\$	5,199	163.0%
TIF 17 - National Dentex (Pay-go)	\$ 17,786	\$	13,436	\$	13,436	\$	(4,350)	-24.5%
TIF 2 Webster Ave - FX Fusion	\$ 5,273	\$	10,201	\$	10,201	\$	4,928	93.5%
TIF 18 - LJP (Pay-go)	\$ 87,996	\$	79,468	\$	79,468	\$	(8,528)	-9.7%
TIF 20 - Ziegler (Pay-go)	\$ 99,723	\$	90,514	\$	90,514	\$	(9,209)	-9.2%
TIF 19 - 422 Belgrade Ave	\$ 29,890	\$	29,565	\$	30,090	\$	200	0.7%
TIF 22 - Lindsay (Pay-go)	\$ 17,157	\$	16,062	\$	16,062	\$	(1,095)	-6.4%
TIF 21 - All-State Peterbilt (Pay-go)	\$ 28,327	\$	26,518	\$	26,518	\$	(1,809)	-6.4%
TIF 23 - D&K Powdercoating (Pay-go)	\$ -	\$	-	\$	-	\$	-	0.0%
Public Access	\$ 390,281	\$	55,770	\$	55,770	\$	(334,511)	-85.7%
Gambling 10% Fund	\$ -	\$	1-	\$	15,000	\$	15,000	0.0%
TOTAL ALL GOVERNMENT	\$ 18,892,166	\$	18,238,354	\$	19,211,297	\$	319,131	1.7%

Budget Revenue Summary 2016

							2016 FINAL + / -	
Funds	20	15 ADOPTED	20:	16 PROPOSED	2016 FINAL	20	15 ADOPTED	%+/-
General Fund Total	\$	7,415,969	\$	7,778,136	\$ 7,805,436	\$	389,467	5.3%
Water	\$	1,901,635	\$	1,900,544	\$ 1,917,703	\$	16,068	0.8%
Wastewater (Sewer)	\$	2,123,812	\$	2,102,508	\$ 2,105,112	\$	(18,700)	-0.9%
Solid Waste (Garbage)	\$	775,000	\$	767,680	\$ 767,680	\$	(7,320)	-0.9%
Recycling (Sanitation)	\$	525,000	\$	500,762	\$ 500,762	\$	(24,238)	-4.6%
Storm Water	\$	275,000	\$	275,000	\$ 275,460	\$	460	0.2%
Debt Service Funds	\$	3,389,463	\$	3,018,661	\$ 3,134,073	\$	(255,390)	-7.5%
Community Development Block Grant	\$	63,000	\$	67,602	\$ 67,602	\$	4,602	7.3%
Local Option Sales Tax	\$	500,000	\$	590,000	\$ 590,000	\$	90,000	18.0%
Capital Facilities and Equip. Replacement	\$	170,000	\$	326,500	\$ 326,500	\$	156,500	92.1%
Construction Funds	\$	-	\$	-	\$ 1-1	\$	-	0.0%
Port Authority - General Fund	\$	89,335	\$	89,281	\$ 89,281	\$	(54)	-0.1%
Joint Economic Development Fund	\$	131,307	\$	184,307	\$ 184,307	\$	53,000	40.4%
Port Authority Federal Revolving Loan Fund	\$	128,650	\$	40,016	\$ 40,016	\$	(88,634)	-68.9%
Port Authority Local Revolving Loan Fund	\$	20,045	\$	5,461	\$ 5,461	\$	(14,584)	-72.8%
Port Authority State Revolving Loan Fund	\$	28,968	\$		\$ -	\$	(28,968)	-100.0%
TIF 8 - Marigold	\$	32,069	\$	34,458	\$ 34,458	\$	2,389	7.4%
TIF 14 Webster Ave - Sign Pro	\$	22,170	\$	17,698	\$ 17,698	\$	(4,472)	-20.2%
TIF 17 - National Dentex (Pay-go)	\$	15,341	\$	13,436	\$ 13,436	\$	(1,905)	-12.4%
TIF 2 Webster Ave - FX Fusion	\$	6,181	\$	5,380	\$ 5,380	\$	(801)	-13.0%
TIF 18 - LIP (Pay-go)	\$	87,994	\$	79,468	\$ 79,468	\$	(8,526)	-9.7%
TIF 20 - Ziegler (Pay-go)	\$	99,723	\$	90,514	\$ 90,514	\$	(9,209)	-9.2%
TIF 19 - 422 Belgrade Ave	\$	52,020	\$	19,405	\$ 20,455	\$	(31,565)	-60.7%
TIF 22 - Lindsay (Pay-go)	\$	17,157	\$	16,062	\$ 16,062	\$	(1,095)	-6.4%
TIF 21 - All-State Peterbilt (Pay-go)	\$	28,327	\$	26,518	\$ 26,518	\$	(1,809)	-6.4%
TIF 23 - D&K Powdercoating (Pay-go)	\$	-	\$	-	\$ 5 - 1	\$	8 -	0.0%
Public Access	\$	185,000	\$	55,770	\$ 55,770	\$	(129,230)	-69.9%
Gambling 10% Fund	\$	-	\$	-	\$ -	\$	-	0.0%
TOTAL ALL GOVERNMENT	\$	18,083,166	\$	18,005,167	\$ 18,169,152	\$	85,986	0.5%

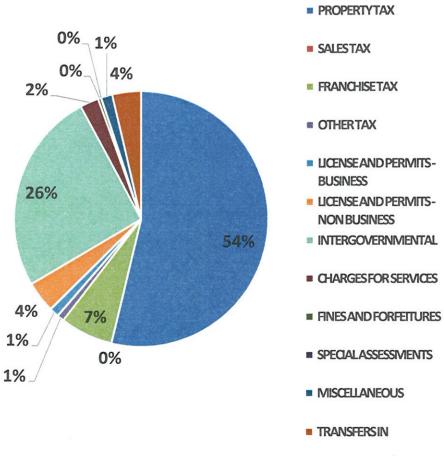
General Fund Revenues

2015 ESTIMATED REVENUE

PROPERTY TAX 0% SALES TAX 3% 0% FRANCHISE TAX 3% OTHER TAX LICENSE AND PERMITS -**BUSINESS** LICENSE AND PERMITS -26% **NON BUSINESS** 53% INTERGOVERNMENTAL CHARGES FOR SERVICES **■ FINES AND FORFEITURES** 1% 0% SPECIAL ASSESSMENTS 1%_ MISCELLANEOUS

TRANSFERS IN

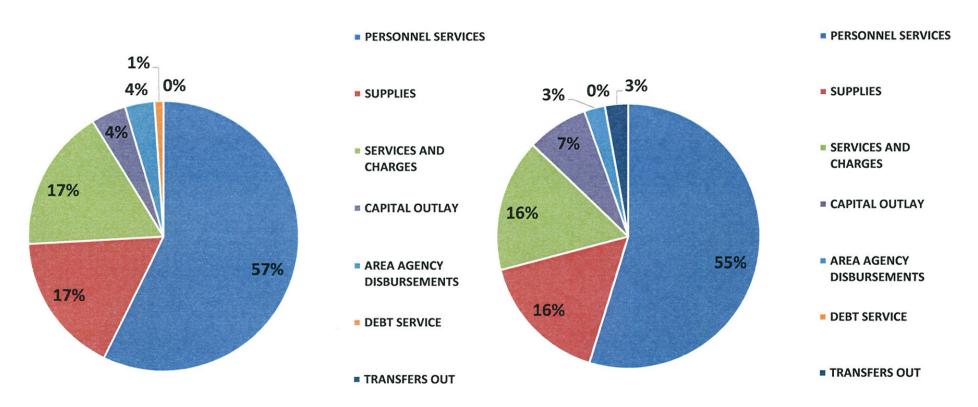
2016 PROPOSED REVENUE



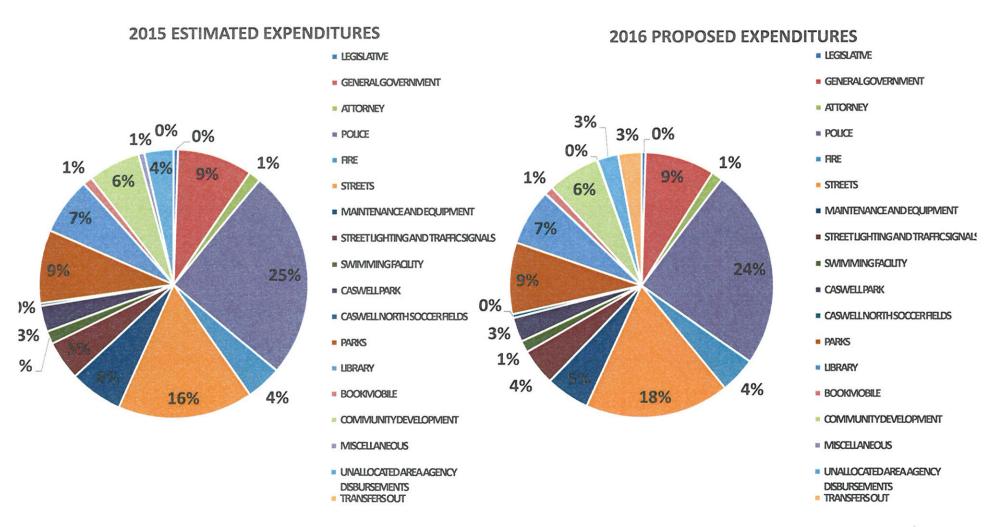
General Fund Expenditures By Category

2015 ESTIMATED EXPENDITURES

2016 PROPOSED EXPENDITURES



General Fund Expenditures By Department



Capital Facilities & Equipment Replacement

	2016	2017	2018	2019	2020
	PROPOSED	FORECAST	FORECAST	FORECAST	FORECAST
Police Cruiser	37,000	37,000	37,000	37,000	37,000
General Equipment - Trucks, Skid loaders, Mowers,		,			
etc.	60,000	60,000	60,000	60,000	60,000
Civil Defense Sirens	<u>.</u>	20,000	20,000	20,000	20,000
233 Wheeler, 231 Wheeler (downtown parking)	12,000	12,000	12,000	-	-
Fire Department Masks	_	60,000	-	-	-
Upgrade Filter at Swimming Pool	90,000	_	-	-	-
Street Sweeper	190,000	-	-	-	-
Tar Distributor	90,000	-	-	-	-
Loader		150,000	-	-	-
Dump Truck	_	-	200,000	200,000	140,000
Roller (2)	<u>-</u>	-	-	30,000	30,000
Taser Replacement	20,000	-	-	_	-
Street Department Roof	20,000	-	-	-	_
EQUIPMENT RESERVE EXPENDITURES	519,000	339,000	329,000	347,000	287,000

Five-Year Capital Improvement Schedule For Years 2016-2020

Project or Activity	Strategic Program Area	2016	2017	2018	2019	2020	Estimated 5 year costs
Street Sweeper	Infrastructure	190,000					190,000
Tar Distributor (Used; 1/2 Nicollet County)	Infrastructure	90,000					90,000
General Equipment - Trucks, Skid loaders, Mowers, etc.	Infrastructure	60,000	60,000	60,000	60,000	60,000	300,000
Police Cruiser	Public Safety	37,000	37,000	37,000	37,000	37,000	185,000
Pool - upgrade filter	Recreation	90,000					90,000
Police Taser	Public Safety	20,000					20,000
Street Department Roof	Infrastructure	20,000					20,000
Loader	Infrastructure		150,000				150,000
SCBA Air Packs (Plus a \$40,000 Contribution from Relief Assn.)	Public Safety	60,000					60,000
Sirens - Upgrade (from 2012), Plant #2, Expansion, City Shop	Public Safety		28,000		28,000		56,000
Tandem Dump Truck with Plow, Wing and Sander	Infrastructure			200,000	200,000	140,000	540,000
Roller	Infrastructure				30,000	30,000	60,000
Street Department Expansion (\$400,000)	Infrastructure						_
Sub-Total Cash / Capital Facilities & Equ Replacement	ipment	567,000	275,000	297,000	355,000	267,000	1,761,000

Five-Year Capital Improvement Schedule For Years 2016-2020

Project or Activity	Strategic Program Area	2016	2017	2018	2019	2020	Estimated 5 year costs
Pavement Management Plan	Infrastructure	350,000	350,000	350,000	315,000	250,000	1,615,000
Park Improvements	Recreation	200,000	200,000	165,000	165,000	100,000	830,000
Sub-Total Cash / General Fund		550,000	550,000	515,000	480,000	350,000	2,445,000
250 KW Portable Generator	Infrastructure	145,000					145,000
Marvin Lift Station Rehab (Control, gravity line, force main) [Installed in 1978]	Infrastructure			110,000			110,000
Sub-Total Cash / Sewer Fund		145,000	_	110,000	<u>.</u>		255,000
Pull & Repair Well Pump #6, #7, #8, #9, #5	Infrastructure	65,000	-	65,000	65,000	65,000	260,000
Rehabilitation of Filter at Plant 1	Infrastructure		350,000				350,000
Recoat 500K Water Tower Exterior	Infrastructure					150,000	150,000
Sub-Total Cash / Water Fund		65,000	350,000	65,000	65,000	215,000	760,000
75' Ladder Fire Truck	Public Safety	400,000					400,000
Roe Crest - Lee Blvd to Marie Lane	Infrastructure	1,385,000					1,385,000
Yearly Capital Improvement Costs	Infrastructure			1,500,000			1,500,000
Yearly Capital Improvement Costs	Infrastructure			-	1,500,000		1,500,000
Yearly Capital Improvement Costs	Infrastructure		-			1,500,000	1,500,000
Caswell Park Expansion	Recreation		2,500,000				2,500,000
Sub-Total G.O. Bonds		1,785,000	2,500,000	1,500,000	1,500,000	1,500,000	8,785,000
Total 2016-2020 CIP		3,112,000	3,675,000	2,487,000	2,400,000	2,332,000	14,006,000

Taxable Market Value, Tax Capacity, Property Tax Levy and Tax Rate

Tax Payble	Taxable Market	Total Tax	Change in	Total	Tax
Year (1)	Value	Capacity	Tax Capacity	Levy	Rate
2006	832,560,000	9,514,672	3.0%	3,924,419	41.246%
2007	856,965,300	9,750,656	2.5%	4,218,750	43.267%
2008	914,595,000	10,344,239	6.1%	4,603,569	44.503%
2009	926,820,100	10,484,247	1.4%	4,674,079	44.581%
2010	929,989,400	10,551,259	0.6%	4,814,154	45.626%
2011	915,046,500	10,598,032	0.4%	4,814,154	45.425%
2012	870,672,800	10,177,574	-4.0%	5,152,123	50.598%
2013	847,806,500	9,861,666	-3.1%	5,383,784	54.566%
2014	856,917,400	9,963,464	1.0%	5,383,784	54.009%
2015	898,894,600	10,432,114	4.7%	5,596,414	53.620%
2016 Est.	930,598,100	10,806,423	3.6%	5,794,404	53.620%

Historical City Tax on a \$150,000 Home

Years Receive Tax \$	Co Appraised Market Value	Market Value Homestead Exclusion (2)	Taxable Market Value	Net Tax Capacity Value	City Tax Rate	City Tax Amount
2013	\$156,500	-\$23,200	\$133,300	\$1,333	54.566	\$727
2014	\$156,500	-\$23,200	\$133,300	\$1,333	54.009	\$720
2015	\$160,700					\$739
2016 0%	\$160,700			\$1,379		\$739
2016 3%	\$165,521	-\$22,300		\$1,432		
2010 3/0	7103,321	-922,300	Ş143,221	91,432	33.020	\$768
2016 5%	\$168,735	-\$22,100	\$146,635	\$1,466	53.620	\$786

Historical City Tax on a \$250,000 Home

Years Receive Tax \$	Co Appraised Market Value	Market Value Homestead Exclusion (2)	Taxable Market Value	Net Tax Capacity Value	City Tax Rate	City Tax Amount
2013	\$250,100	-\$14,700	\$235,400	\$2,354	54.566	\$1,284
2014	\$250,100	-\$14,700	\$235,400	\$2,354	54.009	\$1,271
2015	\$287,300	-\$11,400	\$275,900	\$2,759	53.620	\$1,479
2016 0%	\$287,300	-\$11,400	\$275,900	\$2,759	53.620	\$1,479
2016 3%	\$295,919	-\$10,600	\$285,319	\$2,853	53.620	\$1,530
2016 5%	\$301,665	-\$10,100	\$291,565	\$2,916	53.620	\$1,563

Claims List - Regular By Vendor Name



City of North Mankato, MN

3y Vendor Name 12/7/2015

Vendor Number Bank Code: APBNK	Vendor Name -APBNK	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	11/19/2015	Regular	0	0.00	83385
	Void	11/19/2015	Regular	0	0.00	83386
	Void	12/07/2015	Regular	0	0.00	83455
	Void	12/07/2015	Regular	0	0.00	83537
00029	AG SPRAY EQUIPMENT	12/07/2015	Regular	0	98.45	83410
00032	ALBRIGHT, JAMES E.	12/07/2015	Regular	0	600.00	83411
00044	ALLIANCE FOR INNOVATION, INC.	12/07/2015	Regular	0	1825.00	83412
00054	AMATEUR SOFTBALL ASSOCIATION	12/07/2015	Regular	0	1000.00	83413
00070	AMLAWN, INC.	12/07/2015	Regular	0	440.00	83414
00081	ANDERSON, STEVEN	12/07/2015	Regular	0	300.00	83415
00088	APPLIED CONCEPTS, INC.	12/07/2015	Regular	0	100.00	83416
00090	APT MACHINING & FABRICATING, INC.	12/07/2015	Regular	0	165.00	83417
00093	ARNOLD'S OF MANKATO, INC.	12/07/2015	Regular	0	341.90	83418
00102	AUDIO EDITIONS	12/07/2015	Regular	0	490.32	83419
00164	BOBHOLZ, JACOB A	12/07/2015	Regular	0	154.26	83420
00174	BOLTON & MENK, INC.	12/07/2015	Regular	0	104140.83	83421
00179	BOUND TREE MEDICAL LLC	12/07/2015	Regular	0	396.82	83422
00188	BRANDT LAW OFFICE, P.A.	12/07/2015	Regular	0	15.00	83423
00187	BRANDT, INC.	12/07/2015	Regular	0	79.48	83424
00216	C & S SUPPLY CO, INC.	12/07/2015	Regular	0	172.01	
00219	CARDMEMBER SERVICE	11/19/2015	Regular	0	7492,72	
00227	CARQUEST AUTO PARTS STORE	12/07/2015	Regular	0	437.82	83426
00232	CEMSTONE CONCRETE MATERIALS, LLC	12/07/2015	Regular	0	651.75	
00233	CEMSTONE PRODUCTS COMPANY	12/07/2015	Regular	0	469.00	
00234	CENTER POINT ENERGY	12/07/2015	Regular	0	1697.10	
00241	CHARTER COMMUNICATIONS	12/02/2015	Regular	0		83408
00255	CITY OF MANKATO	12/07/2015	Regular	0	50000.00	
00258	CITY OF MANKATO-WATER BILL	11/24/2015	Regular	0		83397
00281	COLTON, COURTNEY	12/07/2015	Regular	0	200.00	
02058	CONSOLIDATED COMMUNICATIONS	11/19/2015	Regular	0	209.70	
02058	CONSOLIDATED COMMUNICATIONS	11/24/2015	Regular	0	269.26	
00310	CRYSTEEL TRUCK EQUIPMENT, INC	12/07/2015	Regular	0	698.40	
	CURTIS, JAMES	11/17/2015	Regular	0		83383
00322	DALCO	12/07/2015	Regular	0	357.70	
00336	DELTA DENTAL	11/24/2015	Regular	0	909.40	
00337	DEMCO, INC.	12/07/2015	Regular	0	160.57	
00348	DIRT MERCHANT, INC.	12/07/2015	Regular	0	167533.64	
00380	ELECTRIC PUMP, INC.	12/07/2015	Regular	0	600.00	
00386	EMERGENCY APPARATUS MAINTENANCE, INC		Regular	0	419.58	
	ERICKSON, HARLEY	11/23/2015	Regular	0	181.45	
00401	EXPRESS SERVICES, INC.	12/07/2015	Regular	U.	1438.50	
00404	FASTENAL COMPANY	12/07/2015	Regular	0		83439
00432	FLEETPRIDE	12/07/2015	Regular	0	1003.61	
00447	FREE PRESS	12/07/2015	Regular	0		83441
00459	FULL CIRCLE ORGANICS LLC	12/07/2015	Regular	0	7500.00	
00462	G & K SERVICES	12/07/2015	Regular	0		83443
00463	G & L AUTO SUPPLY, LLC	12/07/2015	Regular	ő	283.08	
00465	GALE/CENGAGE LEARNING	12/07/2015	Regular	ō	463.86	
00105	GOODRICH, CRAIG	11/17/2015	Regular	0		83382
00493	GOODWIN, TONY	12/07/2015	Regular	0		83446
00494	GOPHER STATE ONE-CALL	12/07/2015	Regular	0	158.15	
00519	HACH COMPANY	12/07/2015	Regular	0		83448
00526	HANDLON, MARK W.	12/07/2015	Regular	0		83449
00538	HAWKINS, INC.	12/07/2015	Regular	0	2122.87	
00565	HINKLE, KAILIE ANN	12/07/2015	Regular	0		83451
00577	HOLTMEIER CONSTRUCTION	12/07/2015	Regular	0	564309.89	
00600	ICMA RETIREMENT TRUST ROTH IRA		Regular	0		83392
00601		11/24/2015 11/24/2015	Regular	0	450.00 2835.00	
00603	ICMA RETIREMENT TRUST-457	12/07/2015	Regular	0		
00608	IDDINGS, ROBERT		=	0		83453
00000	INGRAM LIBRARY SERVICES	12/07/2015	Regular	U	1619.08	03434

02188	JANCOSKI, SARA	12/07/2015	Regular	0	200.00	83456
00637	JETTER CLEAN, INC.	12/07/2015	Regular	0	199.00	83457
00639	JOHN DEERE FINANCIAL	12/07/2015	Regular	0	73.00	83458
00646	JOHNSON, KATIE	12/07/2015	Regular	0		83459
00657	JT SERVICES	12/07/2015	Regular	0	6825.00	
00702	KLOMPENHOWER, ERIC	12/07/2015	Regular	0	900.00	
02209	KRAL, JACOB	12/07/2015	Regular	0		83462
00713 02192	KRUEGER, DAVID J.	12/07/2015	Regular	0 0	600.00	
00720	KRUEGER, SUE KWIK TRIP, INC.	12/07/2015 12/07/2015	Regular Regular	0	16682.00	83464
00720	LAKES GAS CO #10	12/07/2015	Regular	0	238.40	
00746	LAW ENFORCEMENT LABOR SERVICES, INC.	11/24/2015	Regular	ō	517.00	
00754	LEAGUE OF MINNESOTA CITIES	12/07/2015	Regular	0	175.00	
00773	LIP ENTERPRISES OF ST. PETER, LLC	12/07/2015	Regular	0	180.00	83468
00723	LIP ENTERPRISES, INC	12/07/2015	Regular	0	600.00	83469
00776	LLOYD LUMBER CO.	12/07/2015	Regular	0	564.76	
00796	MAC QUEEN EQUIPMENT, INC.	12/07/2015	Regular	0	378.45	
00800	MADDEN, GALANTER, HANSEN, LLP	12/07/2015	Regular	0	793.34	
00812	MANKATO BEARING COMPANY	12/07/2015	Regular	0	105.60	
00815 00819	MANKATO CUNIC, LTD.	12/01/2015 12/07/2015	Regular Regular	0	520.55	83407
00815	MANKATO FORD, INC. MANKATO MOTOR COMPANY	12/07/2015	Regular	0		83475
00829	MANKATO PUBLIC SCHOOLS	12/07/2015	Regular	0	2237.65	
00832	MANKATO TENT & AWNING CO.	12/07/2015	Regular	0		83477
00847	MATHESON TRI-GAS, INC.	12/07/2015	Regular	0	103.55	
00852	MC CABE, DUSTIN J.	12/07/2015	Regular	0	116.28	83479
00874	MENARDS-MANKATO	12/07/2015	Regular	0	333.64	83480
	MILLER, MIKE	12/01/2015	Regular	0	20.48	83405
00916	MINNESOTA CHIEFS OF POLICE ASSOCIATION	12/07/2015	Regular	0	415.00	
00920	MINNESOTA DEPARTMENT OF HEALTH	11/24/2015	Regular	0	7854.00	
00920 00923	MINNESOTA DEPARTMENT OF HEALTH	11/24/2015	Regular	0 0	8109.00	
00340	MINNESOTA DEPARTMENT OF LABOR & INDU MINNESOTA DEPARTMENT OF TRANSPORTAT	12/07/2015	Regular Regular	0	100.00 505.29	
00927	MINNESOTA DEPARTMENT OF TRANSPORTATION	12/07/2015	Regular	0	150.00	
00934	MINNESOTA PETROLEUM SERVICE	12/07/2015	Regular	0	190.50	
00935	MINNESOTA PIPE & EQUIPMENT	12/07/2015	Regular	0	3100.95	
00950	MINNESOTA STATE UNIVERSITY-MANKATO	11/19/2015	Regular	0	325.69	83390
00910	MINNESOTA VALLEY TESTING LAB, INC.	12/07/2015	Regular	0	218.00	83486
00956	MINNESOTA WASTE PROCESSING CO.	12/07/2015	Regular	0	29794.11	
02210	MNLA	12/07/2015	Regular	0		83488
00975 00985	MORGAN, SHAWN	12/07/2015	Regular	0 0		83489
00986	MOSS & BARNETT MOSSMAN, THOMAS R.	12/07/2015 12/07/2015	Regular Regular	0		83490 83491
00997	MTI DISTRIBUTING CO	12/07/2015	Regular	0	1175.56	
01010	NATIONAL INSURANCE SERVICES OF WI, INC.	11/24/2015	Regular	0	1116.55	
01010	NATIONAL INSURANCE SERVICES OF WI, INC.	11/24/2015	Regular	0		83403
01010	NATIONAL INSURANCE SERVICES OF WI, INC.	11/24/2015	Regular	0	76.50	83404
01013	NATIONAL LEAGUE OF CITIES	12/07/2015	Regular	0	1489.00	83493
01018	NCPERS MINNESOTA-UNIT 662400	11/24/2015	Regular	0		83395
01032	NEW ULM QUARTZITE QUARRIES,INC	12/07/2015	Regular	0	225.01	
01033	NEWMAN TRAFFIC SIGNS	12/07/2015	Regular	0		83495
02211 01052	NORTH CENTRAL INTERNATIONAL	12/07/2015 12/07/2015	Regular Regular	0 0		83496 83497
01052	NORTH MANKATO MOTOR VEHICLE REGISTRA		Regular	0		83498
02212	NORTHERN GREEN EXPO	12/07/2015	Regular	0		83499
01076	OLD DOMINION BRUSH	12/07/2015	Regular	0		83500
01083	OVERDRIVE, INC.	12/07/2015	Regular	0	2540.21	83501
02005	PANTHEON COMPUTERS	12/07/2015	Regular	0	8111.15	83502
01090	PARAGON PRINTING, MAILING & SPECIALTIES		Regular	0	3016.42	
01099	PET EXPO DISTRIBUTORS	12/07/2015	Regular	0	109.98	
01106	PETTY CASH	12/07/2015	Regular	0		83505
01133 01136	POWERPLAN BRAIDIE BESTORATIONS INC	12/07/2015	Regular	0 0	1345.86	
01136	PRAIRIE RESTORATIONS, INC. PRAIRIE RESTORATIONS, INC.	12/07/2015 12/07/2015	Regular Regular	0	4275.00 1850.00	
01162	QUEST DIAGNOSTICS	12/07/2015	Regular	0		83509
01170	RAMY TURF PRODUCTS	12/07/2015	Regular	0		83510
01199	RETZLAFF, ERIC	12/07/2015	Regular	0		83511
01205	RICKWAY, INC.	12/07/2015	Regular	0		83512
01211	RIVER BEND BUSINESS PRODUCTS	12/07/2015	Regular	0	349.78	83513

		SHIPPER, NICOLE	12/01/2015	Regular	0	140.76	83406
01	281	SIGN PRO	12/07/2015	Regular	0	52.00	83514
01	286	SKARPOHL PRESSURE WASHER SALES	12/07/2015	Regular	0	48.39	83515
01	079	SMC-SOUTHERN MINNESOTA CONSTRUCTION	12/07/2015	Regular	0	808.75	83516
02	205	SMITH LAWN AND LANDSCAPE	12/07/2015	Regular	0	7875.00	83517
02	213	SNI SOLUTIONS	12/07/2015	Regular	0	995.00	83518
01	322	SPRINT	12/02/2015	Regular	0	74.62	83409
01	327	ST. PETER HERALD	12/07/2015	Regular	0	65.00	83519
01	335	STAPLES ADVANTAGE	12/07/2015	Regular	0	465.41	83520
01	349	STONE & STEEL DESIGN, LLC	12/07/2015	Regular	0	151.12	83521
01	091	STOREY KENWORTHY & MATT PARROTT	12/07/2015	Regular	0	335.77	83522
01	377	TELRITE CORPORATION	12/07/2015	Regular	0	247.02	83523
01	407	TOOL SALES COMPANY	12/07/2015	Regular	0	61.00	83524
01	433	TYLER TECHNOLOGIES	12/07/2015	Regular	0	8887.75	83525
01	438	UNIFORMS UNLIMITED INC	12/07/2015	Regular	0	17.98	83526
01	442	UNITED STATES POSTAL SERVICE	12/07/2015	Regular	0	194.00	83527
01	445	UNITED WAY INC	11/24/2015	Regular	0	213.43	83396
01	470	VERIZON WIRELESS	11/16/2015	Regular	0	669.51	83381
01	475	VIHSTADT, JAMES W.	12/07/2015	Regular	0	600.00	83528
01	477	VIKING ELECTRIC SUPPLY, INC.	12/07/2015	Regular	0	5.41	83529
01	492	WACO SCAFFOLDING & SUPPLY CO.	12/07/2015	Regular	0	110.50	83530
01	517	WELLS FARGO CORPORATE TRUST SERVICE	11/19/2015	Regular	0	665820.00	83389
01	524	WERNER ELECTRIC SUPPLY	12/07/2015	Regular	0	60.77	83531
01	525	WEST CENTRAL SANITATION, INC.	12/07/2015	Regular	0	24585.72	83532
01	547	WINTERHAVEN ENTERPRISES	12/07/2015	Regular	0	2605.50	83533
01	549	WOELFEL, LEONARD	12/07/2015	Regular	0	600.00	83534
01	552	WW BLACKTOPPING, INC	12/07/2015	Regular	0	3115.41	83535
01	557	XCEL ENERGY	12/07/2015	Regular	0	19098.36	83536

Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	479	153	0.00	1,778,264.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	479	157	ח חח	1 778 264 33

Authorization Signatures

All Council

The above manual and regular claims lists are appr	oved by:
MARK DEHEN- MAYOR	
KIM SPEARS- COUNCIL MEMBER	
DIANE NORLAND- COUNCIL MEMBER	
WILLIAM STEINER- COUNCIL MEMBER	
ROBERT FREYBERG- COUNCIL MEMBER	

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

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

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

Donor	Restriction	Amount
Beth Christensen	Library Endowment Fund – Backpack Food Program	\$100.00

Adopted by the City Council t	his 7 th day of December 2015.	
) / o	
	Mayor	

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item # 8C	Dept: City Clerk	Cou	incil Meeting Date:	12/7/15
TITLE OF ISSUE: License Renewals f	or 2016.			
BACKGROUND AND SUPPLEMENT	AL INFORMATION:	Attached is a	memo listing the l	iquor license
renewals including on-sale liquor, off-sa	ale liquor, club on-sale	liquor, pints-	on-premise and of	f-sale intoxicating
(growler). The Police Chief has reviewd	ed these licenses and re	commends ap	pproval and issuan	ce of the 2016
licenses. All property taxes are current drink, cigarette, mechanical amusemen	on all liquor license pi t devices, cabaret, refu	emises. Othe se haulers, m	er licenses to be rei obile home park. 3	2 beer off-sale and
taxi.	, mo, 1008, ensuret, 1014	se maners, m	obne nome park, s	.2 beer on-saic and
				w <u>u</u>
If additional space is required, attach a separate sheet REQUESTED COUNCIL ACTION: Approve license renewals for 2016.				
	pprove needse renewal	3 101 2010.		
For Clerk's Use:				
FOR CIEFK'S USE:	st st	PPORTING	DOCUMENTS AT	ГТАСНЕО
Motion By:	Resolution	Ordinance	Contract Minutes	Map
Second By:				
Vote Record: Aye Nay				
Freyberg Spears	Other (s	pecify)	Memo	
Steiner				
Norland Dehen				
Workshop		Refer to:		
X Regular Meeting		Table until		
Special Meeting		Other:		
20 CONTRACTOR (CONTRACTOR CONTRACTOR CONTRAC				

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

April Van Genderen, City Clerk

DATE:

December 7, 2015

SUBJECT: Liquor License Renewals

This year the following listing of liquor license applications are presented for renewal. The Police Department recommends approval and issuance of the renewal applications for 2016. I have verified that all property taxes are current on all liquor license premises.

ON-SALE LIQUOR (*INCLUDES SUNDAY)

- *DDD Motel Corporation, d/b/a Best Western, 1111 Range Street
- *Nakato Bar & Grill, Inc., d/b/a Nakato Bar & Grill, 253 Belgrade Avenue
- *Circle Inn, Inc., d/b/a Circle Inn Bar, 232 Belgrade Avenue
- *Big Dog Restaurants, Inc. d/b/a Big Dog Sports Café, 1712 Commerce Drive
- *Ange, Inc., d/b/a Spinners Bar, 301 Belgrade Avenue
- *Dino's Gourmet Pizzeria, 239 Belgrade Avenue
- *J.T.S. Enterprise Inc. d/b/a Roadhouse 169, 1006 N. River Drive
- *Velzke, LLC d/b/a Benderz Bar & Grill, 503 Belgrade Avenue

OFF-SALE LIQUOR

Nakato Bar & Grill, Inc., d/b/a Nakato Bar & Grill, 253 Belgrade Avenue Circle Inn, Inc., d/b/a Circle Inn Bar, 232 Belgrade Avenue Dembouski, Inc., d/b/a M.G.M. Liquor Warehouse, 1755 Commerce Drive BL Worldwide Investments, Inc., d/b/a PJ's Liquor Emporium, 407 1/2 Belgrade Avenue

Dino's Gourmet Pizzeria, 239 Belgrade Avenue Lor Ray Drive Enterprise, d/b/a Range Street Liquor, 1105 Range Street

CLUB ON-SALE LIQUOR (*INCLUDES SUNDAY)

*American Legion Post 518, 256 Belgrade Avenue

PINTS-ON-PREMISE AND OFF-SALE INTOXICATING (GROWLER) (*INCLUDES SUNDAY AND SUNDAY OFF-SALE)

*Mankato Brewery, LLC d/b/a Mankato Brewery, 1119 Center Street

2016 LICENSE RENEWALS

Included is a list of all licenses to be renewed for 2016. Staff would recommend approval and issuance of all licenses, conditioned upon receipt of appropriate insurance certificates and license fees

SOFT DRINK

American Legion Post 518, 256 Belgrade Avenue

DDD Motel Corporation, d/b/a Best Western, 1111 Range Street

Nakato Bar & Grill, Inc., d/b/a Nakato Bar & Grill, 253 Belgrade Avenue

Circle Inn, Inc., d/b/a Circle Inn Bar, 232 Belgrade Avenue

Walgreens, 1705 Commerce Drive

Dembouski, Inc., d/b/a M.G.M. Liquor Warehouse, 1755 Commerce Drive

Perkins Restaurant, 1123 Range Street

BL Worldwide Investments, Inc., d/b/a PJ's Liquor Emporium, 407 Belgrade Avenue

Croix Oil Company, d/b/a SuperAmerica, 201 Webster Avenue

Big Dog Restaurants, Inc. d/b/a Big Dog Sports Café, 1712 Commerce Drive

Sub Line Corporation, d/b/a Subway, 1102 N. River Drive

Sub Line Corporation, d/b/a Subway, 1750 Commerce Drive

Taco Johns, 1601 LorRay Drive

Casey's General Stores, Inc., 1375 Lookout Drive

Freyberg Management, d/b/a Shell on LorRay, 1711 Commerce Drive

Duehring Enterprises, d/b/a Culver's, 1680 Commerce Drive

Ange, Inc., d/b/a Spinners Bar, 301 Belgrade Avenue

Dino's Gourmet Pizzeria, 239 Belgrade Avenue

Hunan Garden, 408 Belgrade Avenue

J.T.S. Enterprise Inc. d/b/a Roadhouse 169, 1006 N. River Drive

Kwik Trip, Inc. d/b/a Kwik Trip #615, 1740 Commerce Drive

New Great Wall, Inc. d/b/a New Great Wall, 1814 Commerce Drive

Erbert & Gerbert's Sandwich Shop, 1710 Commerce Drive

Staples Enterprises, LLC d/b/a Express Way, 238 Belgrade Avenue

Mankato Brewery, LLC d/b/a Mankato Brewery, 1119 Center Street

Velzke, LLC d/b/a Benderz Bar & Grill, 503 Belgrade Avenue

Lor Ray Drive Enterprise, d/b/a Range Street Liquor, 1105 Range Street

CIGARETTE

Dembouski, Inc., d/b/a M.G.M. Liquor Warehouse, 1755 Commerce Drive BL Worldwide Investments, Inc., d/b/a PJ's Liquor Emporium, 407 Belgrade Avenue

Croix Oil Company, d/b/a SuperAmerica, 201 Webster Avenue

Casey's General Stores, Inc., 1375 Lookout Drive

Freyberg Management, d/b/a Shell on LorRay, 1711 LorRay Drive

Walgreens, 1705 Commerce Drive

Kwik Trip, Inc. d/b/a Kwik Trip #615, 1740 Commerce Drive

Staples Enterprises, LLC d/b/a Express Way, 238 Belgrade Avenue

3.2 BEER OFF-SALE

Kwik Trip, Inc. d/b/a Kwik Trip #615, 1740 Commerce Drive Croix Oil Company, d/b/a SuperAmerica, 201 Webster Avenue

MECHANICAL AMUSEMENT DEVICES

DDD Motel Corporation, d/b/a Best Western, 1111 Range Street Nakato Bar & Grill, Inc., d/b/a Nakato Bar & Grill, 253 Belgrade Avenue

Circle Inn, Inc., d/b/a Circle Inn Bar, 232 Belgrade Avenue Big Dog Restaurants, Inc., d/b/a Big Dog Sports Café, 1712 Commerce Drive Ange, Inc., d/b/a Spinners Bar, 301 Belgrade Avenue J.T.S. Enterprise Inc. d/b/a Roadhouse 169, 1006 N. River Drive Velzke, LLC d/b/a Benderz Bar & Grill, 503 Belgrade Avenue

REFUSE HAULERS

Hansen Sanitation, 34426 470th Street, Kasota, MN 56050 Waste Management, P.O. Box 336, Mankato, MN 56002 LJP Enterprises, Inc., 31745 410th Street, St. Peter, MN 56082 West Central Sanitation, P.O. Box 796, 4089 Abbott Drive, Willmar, MN 56201

MOBILE HOME PARK

Camelot Park of North Mankato, 1935 LorRay Drive RCL Holding Company, d/b/a Avalon Park, 2101 Excalibur Road

TAXI

Kato Cab, 711-1/2 N. Riverfront Drive, Mankato, MN 56001 VINE Faith in Action, 421 e. Hickory Street, Mankato, MN 56001 City Cab, LLC, 104 E. Vine Street, Mankato, MN 56001

CABARET (LIVE MUSIC)

Ange, Inc., d/b/a Spinners Bar, 301 Belgrade Avenue American Legion Post 518, 256 Belgrade Avenue Circle Inn, Inc., d/b/a Circle Inn Bar, 232 Belgrade Avenue Nakato Bar & Grill, Inc., d/b/a Nakato Bar & Grill, 253 Belgrade Avenue Velzke, LLC d/b/a Benderz Bar & Grill, 503 Belgrade Avenue

CITY OF NORTH MANKATO





Agenda Item 8D	Department: Finance	Council Meeting Date: 12/07/2015			
TITLE OF ISSUE: Delinquent Utility A	Assessment Certification				
BACKGROUND AND SUPPLEMENT	AL INFORMATION: The City	of North Mankato Ordinance No. 50.04			
, , ,		ved. Delinquent notices have been sent to			
the property address and to the proper	177				
		responsibility of the property owner and			
the balance may be certified to the Cou		arge of seven percent (7%) will be applied			
to the delinquent balance when certifie		inge of seven percent (770) will be applied			
warmana warmana warmana ari titi					
DECLEGEED CONTOUR LOWER TO	If additional space is required, attach a separate sheet				
REQUESTED COUNCIL ACTION: Consider Adoption of Resolution Declaring Costs to be Assessed for					
Municipal Charges.					
For Clerk's Use:	CHDDADT	ING DOCUMENTS ATTACHED			
FOI CICIR'S USC.	SUFFORT	ING DOCUMENTS ATTACHED			
Motion By:	Resolution Ordinal	nce Contract Minutes Map			
Second By:					
Vote Record: Aye Nay	X				
Vote Record: Aye Nay Freyberg	Other (specify)				
Spears		nquent utility customers and property owners.			
Steiner					
Norland					
Dehen					
Workshop	Refe	· to:			
X Regular Meeting	Tobl	e until:			
A Regular Meeting		e until:			
Special Meeting	Othe	r:			

RESOLUTION DECLARING COSTS TO BE ASSESSED FOR MUNICIPAL CHARGES

WHEREAS, pursuant to Section 50.04 (H) of the North Mankato City Code providing that delinquent utility charges constitute a lien upon the premises served; and

WHEREAS, the City of North Mankato has incurred municipal charges for services rendered in accordance with the following information; and

WHEREAS, all such costs are to be assessed against the property affected thereby;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following costs shall be assessed against such property in the amount and terms as specified on Exhibit A of this resolution.

Adopted by the City Council this 7th day of December 2015.

	Mayor	
ATTEST:		

City of North Mankato Delinquent Utility Certification to Assessment Roll for One	Year at 7%	Collection		Exhibit A CC Date 2015-12-07 Collection Year 2016
Property Owner	Service Address	Amount	Property Id:	Legal Description
NORMA D SHELTON	2051 ROE CREST DR NORTH MANKATO MN 56003		-	Lot 9 SubdivisionCd 18769 SubdivisionName ROE CREST ADD Block W 57' OF E 223.5' OF N 80' OF BLK 28 SubdivisionCd
SIPONE SOUNGSOUVANDY	521 WEBSTER AVE NORTH MANKATO MN 56003			18557 SubdivisionName WENDEL HODAPP'S ADD Block 2 Lot 23 SubdivisionCd 18423 SubdivisionName AUDITOR'S PLAT #3
JOSHUA WOLTERS ANTHONY M MARBLE	440 HARRISON AVE NORTH MANKATO MN 56003 319 JEFFERSON AVE NORTH MANKATO MN 56003			Lot 13 SubdivisionCd 18553 SubdivisionName HAPPE'S SUB L1/B25 HODAPP'S
PETE/JESSICA YBARRA	826 SOUTH AVE NORTH MANKATO MN 56003		18.768.0060	Lot 6 SubdivisionCd 18768 SubdivisionName HENRY ROBEL'S
RANDY M & DAWN M HOEHN	2005 HAUGHTON AVE NORTH MANKATO MN 56003	113.72	18.546.0040	Block 1 & UND INTEREST IN COMMON AREA Lot 4 SubdivisionCd 18546 SubdivisionName BK 1 GREEN ACRE TOWN
JULIE LIEBL	14 RENANN CT NORTH MANKATO MN 56003	234.12	18.811.0060	
SEAN/KATE WEBB	2108 NORTH RIDGE DR NORTH MANKATO MN 56003	600.59	18.666.0060	Block 3 Lot 3 SubdivisionCd 18666 SubdivisionName NORTH RIDGE ESTATES
JUAN/LAURA RODRIGUEZ	1962 LANCELOT LN NORTH MANKATO MN 56003	605.34	18.950.4145	Lot 1962 SubdivisionCd 18431 SubdivisionName AVALON MOBILE HOME PARKMAKE: DUTCH YEAR: 2000 SIZE
ALICIA KELLY	1800 TIMM RD NORTH MANKATO MN 56003	5.74	18.165.0010	
REANNA MILBRETT AND TRAVIS SIMONSON	188 KINGSWAY DR NORTH MANKATO MN 56003	338.21	18.950.0870	Lot 188 SubdivisionCd 18470 SubdivisionName CAMELOT MOBILE HOME PARKMAKE: SCHULT YEAR: 1995 SIZ Lot 292 SubdivisionCd 18470 SubdivisionName CAMELOT
HEATHER JENNINGS	292 KINGSWAY DR NORTH MANKATO MN 56003	30.42	18.950.1816	MOBILE HOME PARKMAKE: SHULT YEAR: 1970 SIZE: Block 1 Lot 3 SubdivisionCd 18455 SubdivisionName
ROGER SCHWANKE	215 S LAKE ST NORTH MANKATO MN 56003	171.17	18.455.0030	BURNETT'S ADD Block 1 Lot 1 SubdivisionCd 18267 SubdivisionName
JEFF STEINBACH	1261 LAKE ST NORTH MANKATO MN 56003	43.66	18.267.0010	STEINBACH SUBD #2
BONNIE J PRIEBE TESTAMENTARY TRUST	728 NICOLLET AVE NORTH MANKATO MN 56003	87.93	18.642.0180	Block 1 Lot 18 SubdivisionCd 18642 SubdivisionName MARSH'S ADD
RYAN SATHOFF	1630 NOTTINGHAM DR NORTH MANKATO MN 56003	1,001.26	18.881.0010	Block 1 Lot 1 SubdivisionCd 18881 SubdivisionName WINDSOR GREEN TNH/B1MAP # 21 11 282 001 RECORD # 4
COLETTE FOUR OF N MANKATO	1751 COLETTE DR #4 NORTH MANKATO MN 56003	160.12	18.481.0060	Block 2 Lot 1 SubdivisionCd 18481 SubdivisionName CULHANE'S ADD SEC B
LYNN M SVOBODA	740 BELGRADE AVE NORTH MANKATO MN 56003	174.85	18.012.2700	Section 12 Township 108 Range 027 "LOT 11 UNREC JB NELSON'S ADD "W 3 ROD OF E 35 ROD OF THES 183' O

City of North Mankato Delinguent Utility				Exhibit A CC Date 2015-12-07	
Certification to Assessment Roll for One Ye	ear at 7%	Collection		CC Date 2015-12-07 Collection Year 2016	
Property Owner	Service Address	Amount	Property Id:	Legal Description	
JOHN ROLLINS	607 LYNDALE ST NORTH MANKATO MN 56003	20.60	18.556.0130	Lot 12 SubdivisionCd 18556 SubdivisionName HIGHLAND ADD Block 1 Lot S 50' OF LTS 11 AND 12 AND S 50' OF W0.5' OF LT	
KENNETH WICK	514 CENTER ST NORTH MANKATO MN 56003	81.87	18.876.0090	10 SubdivisionCd 18876 SubdivisionName W Lot 9 & N 25' OF LOT 8 SubdivisionCd 18553 SubdivisionName	
LUKE LANG	915 RANGE ST NORTH MANKATO MN 56003	50.78	18.553.0080	HAPPE'S SUB L1/B25 HODAPP'S Lot 13 SubdivisionCd 18553 SubdivisionName HAPPE'S SUB	
ANTHONY M MARBLE	319 JEFFERSON AVE NORTH MANKATO MN 56003	99.86	18.553,0120	L1/B25 HODAPP'S Block 9 Lot 18 SubdivisionCd 18803 SubdivisionName SUBD OF	
SHEILA M ANDERSON	424 SOUTH AVE NORTH MANKATO MN 56003	54.56	18.803.0180		
LLOYD D MILLER	409 SHERMAN ST 1/2 NORTH MANKATO MN 56003	25.39	18.643.0110	SubdivisionName GEORGE H MARSH'S ADD Lot 19 SubdivisionCd 18798 SubdivisionName SPRING LAKE	
JACOB SHELDON	709 SHERMAN ST NORTH MANKATO MN 56003	43.76	18.798.0190	ADD #3MAP #21 12 251 020 RECORD # 11943;40897	
RANDY M & DAWN M HOEHN	2007 HAUGHTON AVE NORTH MANKATO MN 56003	32.15	18.546.0050	The state of the s	
RANDY M & DAWN M HOEHN	2017 HAUGHTON AVE NORTH MANKATO MN 56003	50.92	18.547.0020	Block 2 & UND INT IN COMMON AREA Lot 2 SubdivisionCd 18547 SubdivisionName BK 2 GREEN ACRE TOWNHOMES	
VAN EMAN HOLDINGS LLC	248 NICOLLET AVE #1 NORTH MANKATO MN 56003	39.11	18.857.0010	Block 1 Lot 1 SubdivisionCd 18857 SubdivisionName VALLEY NATL SUBD	
MIKE LARSON	2009 LANCELOT LN NORTH MANKATO MN 56003	90.29	18.950.4236	Lot 2009 SubdivisionCd 18431 SubdivisionName AVALON MOBILE HOME PARKMAKE: SCHULT YEAR: 1997 SIZE:	
BENJAMIN AND JARI GERSCH	2046 MORGAN WAY NORTH MANKATO MN 56003	67.16	18.950.4411	Lot 2046 SubdivisionCd 18431 SubdivisionName AVALON MOBILE HOME PARKMAKE: FAIRMONT YEAR: 1995 SIZE	
DAWN CANTRELL & MARON CANTRELL	2137 ELAINE LN NORTH MANKATO MN 56003	185.23	18.950.4715	Lot 2137 SubdivisionCd 18431 SubdivisionName AVALON MOBILE HOME PARKMAKE: REDMAN YEAR: 2000 SIZ	
ANTHONY M MARBLE	928 WALL ST #2 NORTH MANKATO MN 56003	411.33	18.557.3140	Block N 55' OF S 120' OF W 140' OF E 280.5' OF BLK 41 SubdivisionCd 18557 SubdivisionName WENDEL HOD	
DANNY LEE DOUGHERTY	502 WHEELER AVE NORTH MANKATO MN 56003	500.00	18.560.0210	Block 5 Lot E 82' OF LOT 6 SubdivisionCd 18560 SubdivisionName HUNT'S SECOND ADD	
MARK HAACK & MATTHEW HAACK	831 NICOLLET AVE NORTH MANKATO MN 56003	80.27	18.767.0040	Lot 4 SubdivisionCd 18767 SubdivisionName HENRY ROBEL'S ADD	
HAMZE REVOCABLE INTERVIVOS TRUST AGREEMENT FRANCOIS	1732 PLEASANT VIEW DR #5 NORTH MANKATO MN 56003	20.49	18.668.0100	Block 2 Lot 3 SubdivisionCd 18668 SubdivisionName NO RIDGE ESTATES #3	
HAMZE REVOCABLE INTERVIVOS TRUST AGREEMENT FRANCOIS	1716 PLEASANT VIEW DR #2 NORTH MANKATO MN 56003	68.49	18.668.0120	Block 2 Lot 5 SubdivisionCd 18668 SubdivisionName NO RIDGE ESTATES #3	
				±	

Certification to Assessment Roll for One Year at 7% Collection	Collection Year 2016
Property Owner Service Address Amount Property Id: \$ 6,983.07	



City of North Mankato - Utility Billing

1001 Belgrade Avenue, P.O. Box 2055, North Mankato, MN 56002-2055

October 26, 2015

«Name» «Street_Mailing_Address» «City_Mailing_Address»

Account Number: «Account_No»
Service Address: «Service_Address»

Property ID: «Property Id»

The City of North Mankato Ordinance No. 50.04 (H) provides that utility charges constitute a lien upon the premises served. If you are the owner and rent out the property, you are ultimately responsible for any unpaid utility charges. Accounts which are delinquent may be certified to the County Auditor for collection with property taxes due this coming year.

The service address above has a delinquent balance of \$«Collection_Amount», which will be certified to the County Auditor at the City Council's November 16th meeting. In addition, a seven percent (7%) annual rate of interest will be applied to the delinquent balance. If you wish to avoid interest charges, payment of the delinquent balance must be received or postmarked with the payment stub (below) by November 25, 2015, to:

City of North Mankato
Attn: Utility Billing
1001 Belgrade Avenue
P.O. Box 2055
North Mankato, MN 56002-2055

If you recently sent a payment or if you have a question regarding this notice, please call our utility billing customer service representative at (507) 625-4141. Thank you for your cooperation in this matter.

Sincerely,

Clara Thorne Finance Director

Cc: «LandlordOwner»

Please return this payment stub with your check. Thank you.

Account Number: «Account_No»
Service Address: «Service Address»

Property ID: «Property Id»

Delinquent balance: \$\(\)Collection_Amount\(\)

(Please pay by November 25, 2015)

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



Agenda Item # 8E	Dept: Administration	Council Meeting Date: 12/7/15			
FITLE OF ISSUE: Consider Authorizing the Signing of the Labor Agreement Between the City of North					
Mankato and Law Enforcement Labor Services, Inc. (Local No. 305)					
North Mankato and Law Enforcement Lab proposed 2016-2017 Labor Union Agreem	por Services, Inc. Local No. 30 nent. The agreement includes in Allowance and Maintenance	current Labor Agreement between the City of 805 ends on December 31, 2015. Before you is the s a 3% raise in 2016 and a 3% raise in 2017 and an see Allowance in 2016 with no change to the			
REQUESTED COUNCIL ACTION: Authorize the Signing of the Labor Agreement Between the City of North Mankato and Law Enforcement Labor Services, Inc. (Local No. 305).					
For Clerk's Use:	SUPPO	ORTING DOCUMENTS ATTACHED			
Motion By:	Resolution Ord	dinance Contract Minutes Map			
Vote Record: Aye Nay Freyberg Spears Steiner Norland	Other (specify	fy)			
Dehen					
Workshop X Regular Meeting		Refer to:			
Special Meeting		Other:			

LABOR AGREEMENT BETWEEN THE CITY OF NORTH MANKATO AND

LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 305)

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2016, between the City of North Mankato. hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION. It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and application; and
- 1.2 Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all essential licensed employees employed by the City of North Mankato Police Department, North Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.
- 2.2 In the event the EMPLOYER and UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings stated:

UNION:

Law Enforcement Labor Services, Inc. (Local No. 305).

EMPLOYEE:

A member of the exclusively recognized bargaining unit.

DEPARTMENT: The North Mankato Police Department.

EMPLOYER:

The City of North Mankato.

ARTICLE 4. EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement that the UNION will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal function of the EMPLOYER.

A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Department in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Department; to assign and transfer employees; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 The parties hereto recognize that this Agreement is not intended to limit the present and future exercises of discretionary authority vested in the EMPLOYER by the statutes of the State of Minnesota.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues, or fair share amount authorized by law. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate within two weeks of signing the contract, or any changes in designated personnel.

- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.
- The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 <u>Definition.</u> A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 <u>UNION Representatives:</u> The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors.
- Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:

Step 1.

The UNION shall have fifteen (15) working days to submit the grievance to the Chief of Police. The written grievance shall contain:

- a) The nature of the grievance and a summary of the facts upon which it is based;
- b) The Agreement provisions relied on or claimed to be violated;
- c) The remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the EMPLOYER representative and the UNION representative. If no settlement is reached, the Police Chief or designee will give a written answer within ten (10) calendar days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2.

If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER and the UNION representatives. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) calendar days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to arbitration.

- 7.5 Arbitration. If the grievance is unresolved at Step 2 and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) days following the issuance of the Step 2 answer shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the "Rules governing the arbitration of grievances" as enacted by the Bureau of Mediation Services. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.
- Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only insofar as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.
- 7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. The EMPLOYER may initiate grievances at Step 2. Discharge grievances may be initiated at Step 2. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.
- Choice of Remedy. If, as a result of the written response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Article 7.5 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee's right to pursue any other procedure terminates and is waived. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of

<u>Governors</u> is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of North Mankato. In the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9. PROBATION

- 9.1 All new employees will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months for a total of eighteen (18) months at the EMPLOYER'S discretion. The EMPLOYER shall provide notice to the UNION of any such extension.
- 9.2 During the probationary period a new or promoted employee may be terminated or returned to former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire, however, such credits shall not be used until the employee has completed the first six (6) month period.
- 9.4 A promoted employee shall serve a six (6) month probationary period.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Department and be available upon request.
- 10.2 A reduction in the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have opportunity to return to work within one (1) year of the time of his/her layoff before any new employee is hired. The EMPLOYER shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and telephone number with the EMPLOYER during layoff.

ARTICLE 11. DISCIPLINE

11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension;
- d) Demotion; or
- e) Discharge.
- 11.2 Suspensions, demotions, or discharges will be in written form.
- Written reprimands, notices of suspensions, and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands or notices.
- 11.4 Discharges shall be preceded by five (5) days of suspension without pay.
- Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article 7 of this Agreement.

ARTICLE 12. OVERTIME

- 12.1 Employees shall receive overtime compensation for hours worked in excess of the regularly scheduled shift. Such compensation shall be in the form of cash payment at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay, or in the form of compensatory time. Employees may accumulate compensatory time up to a maximum of one hundred twenty (120) hours. Under no circumstances will compensatory time under this Section be allowed which would require the payment of overtime to another employee. When an Officer's scheduled shift is changed, with less than 24 hours notice prior to the start of the shift, the Officer will be entitled to the standard callback fee. If the change is simply hours added to the start or the end of the shift, those hours will be paid as regular overtime.
- 12.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.4 Employees have the obligation to work overtime or call backs if directed by the EMPLOYER.
- When an employee is called to duty or required to make a duty related court appearance in which a unit of government is a party during his/her off duty time, he/she shall receive a minimum of three (3) hours of compensation at the overtime rate. For the purposes of interpretation of this paragraph, the term "court appearance" shall mean all time during which the court may be in session and during which the employee's presence is

required and all times during which the court may be in recess during which times the employee is required to remain at or about the courthouse pursuant to the reconvening of such court provided that such recesses shall not include any normal luncheon recess. Court appearances occurring within one (1) hour of the end of duty shift will be considered an extension of duty and not subject to the three (3) hour minimum. The employee shall be entitled to the three (3) hour minimum compensation when a regularly scheduled court appearance is canceled without twenty-four (24) hour advance notice to the employee.

- Duty-related conferences shall take place whenever feasible during duty hours. Such conferences occurring during off duty hours shall be compensated at the overtime rate for actual time spent, except that a minimum of one (1) hour at time and one-half (1 1/2) shall apply.
- 12.7 For hours actually worked between 12:01 a.m. and 11:59 p.m. on officially designated holidays, pursuant to Article 20, Section 20.1, the employee will receive two times the employee's regular hourly rate of pay. For purposes of this Section, the employee's birthday is not included.

ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK

- 13.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
 - a) Hours worked on assigned shifts;
 - b) Holidays;
 - c) Assigned training;
 - d) Authorized leave time.
- 13.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 13.3 The standard work week is forty (40) hours (2,080 hours divided by 52 weeks) with the understanding that shift assignments are made without reference to the standard seven (7) day period.
- 13.4 The EMPLOYER reserves the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices.
- Work schedules showing the employee's shift, work days, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.

ARTICLE 14. VACATION

14.1 All regular full-time employees shall earn vacation on the following schedule provided that the first month of regular full time employment shall be counted only if the employee started work on or before the fifteenth (15th) day of the month:

Period of Continuous Employment	Earned Vacation
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16.66 hours per month

14.2 Employees shall be allowed to take vacation leave each year within the limits of the Article. Vacation time shall be seniority based during two phases:

Phase 1: Vacation request must be turned in prior to November 1st for January 1st through June 30th of the following year.

Phase 2: Vacation requests must be turned in prior to May 1st for July 1st through December 31st of the same year.

All other vacation requests will be "first come, first serve" and shall be approved within 96 hours. If not denied by the EMPLOYER within ninety-six (96) hours, said request shall be considered approved. The EMPLOYER shall schedule vacations at his/her own discretion so that the normal operation of the Department will not be interrupted. Once granted, such vacation shall not be revoked except in the case of emergency. If a previous request for vacation has been received for that period of time or any portion thereof, the employee may be allowed a conditional approval, which approval may be revoked by the EMPLOYER if in his/her opinion it would require the payment of overtime or affect the operational ability of the Department.

- 14.3 No employee may take more than twelve (12) consecutive working days of vacation leave per year during the first five (5) years of employment, and from years six (6) through ten (10) may, where earned, take no more than fifteen (15) consecutive days of vacation leave per year. From years eleven (11) through twenty (20) the employee may, where earned, take no more than twenty (20) consecutive days of vacation leave. Upon completing twenty (20) years of employment, employees may, where earned and subject to the approval of the EMPLOYER and upon thirty (30) days advance notice, take thirty (30) consecutive days of vacation leave.
- 14.4 Vacation will be granted in increments of no less than four hours, which is to mean that any time less than four (4) hours will be charged as four hours of vacation, with prior approval from administration. A minimum of 40 consecutive hours of vacation must be used per year.

Employees will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee.

Period of Continuous	Maximum Number of Days
Employment	of Accumulated Vacation
777	
Through 10 years	160 hours
11 through 15 years	200 hours
16-20 years	280 hours
Over 20 years	360 hours

14.6 Employees whose employment has been terminated either through resignation, retirement or layoff shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination. In cases of voluntary separation by the employee, not less than two (2) weeks notice of separation shall be given the EMPLOYER to be eligible for payment of accumulated vacation pay. Upon failure thereof, such time shall be forfeited.

ARTICLE 15. INSURANCE

15.1 Employees subject to this Agreement shall be covered under the City's Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long Term Disability insurance policies in the same respect as other City employees.

ARTICLE 16. SICK LEAVE

16.1 Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked. During the probationary period, full-time employees may draw in advance on the days of sick leave credits earned during the probationary period. If the employee does not successfully complete the probationary period, such unearned leave shall be repaid to the City.

Employees will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.
- 4) Serious illness in the immediate family. The term "immediate family" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or any relative of the employee who is a legal dependent and lives in the household of the employee.

- Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries during work.
- 7) Personal illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay or other disciplinary action. Any employee who uses three (3) or more consecutive days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The City reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

Employees entering duty or terminating their services during a calendar month shall be credited with a full month's service if they work sixteen (16) days or more during the month in question. Unused sick leave may be accumulated. Accumulated unused sick leave exceeding sixty (60) days may be traded in at the end of each calendar year at the following rates:

- Full-time employees with five (5) through nine (9) years may trade in any excess at twenty-five percent (25%) of their regular daily wage.
- Full-time employees with ten (10) through nineteen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- Full-time employees with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employees have the option of retaining these excess days and continuing to accumulate them. Employees also have the option of trading in excess days for vacation days. Employees with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employees with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day. Employees with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, including the minimally required sixty (60) days shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

For the purposes of accumulating additional vacation or sick leave, an employee using an earned sick-leave day is considered to be working.

An employee receiving sick leave with pay who simultaneously receives workmen's compensation insurance benefits, shall receive only that portion of his/her sick-leave payment which will, together with the workmen's compensation benefits and for the duration of said benefits, equal his/her regular salary.

An employee on vacation who becomes ill or injured may, upon proper identification, change his/her status to sick leave. Claiming leave under false pretenses shall be cause for disciplinary action including transfer, suspension, demotion, or dismissal.

Effective January 1, 2003 the City of North Mankato established Voluntary Employees' Beneficiary Association ("VEBA") and Health Care Expense Accounts for Active Employees. Effective January 1, 2008, 100% of the sick leave benefit normally received at termination will be placed in a post retirement health care savings plan pursuant to Council Resolution No. 60-03.

16.2 Personal Leave - Any employee eligible for sick leave benefits may use up to three (3) sick leave days per year for personal reasons. Personal leave may be taken for any purpose. An employee must request and receive authorization for the use of personal leave from his/her department head prior to the date of the leave. Personal leave shall not be taken in increments of less than four hours.

ARTICLE 17. UNIFORM ALLOWANCE

- 17.1 The EMPLOYER shall provide each newly hired employee with one (1) complete set of uniform in accordance with policy set by the EMPLOYER.
- 17.2 The employee shall be reimbursed for the cost of uniforms upon the presentation of paid receipts to the EMPLOYER. The employee shall be reimbursed at the rate of \$32.00 per month not to exceed a total of \$384.00 per year. In 2016, the uniform allowance shall increase to \$50.00 per month not to exceed a total of \$600.00 per year. In 2017, the uniform allowance shall remain unchanged.
- 17.3 The purchase money may be advanced at any time, provided that if the employee leaves the Department, any money advanced for months not worked shall be withheld from the employee's final paycheck. Paid receipts shall also be provided for such advances. Eliminated January 1, 2013.
- 17.4 Each employee shall be reimbursed at the rate of \$32.00 per month for maintenance of required uniforms and protective clothing. In 2016, the uniform maintenance shall increase to \$50.00 per month not to exceed a total of \$600.00 per year. For 2017, the uniform maintenance allowance shall remain unchanged.
- 17.5 The employee shall be reimbursed one-half (1/2) the cost of a new bulletproof vest every five (5) years. Evidence of the time elapsed since the last purchase of said equipment will be the sole responsibility of the employee.
- 17.6 Employees covered under the Agreement are required to keep a full set of uniform dress in good condition and to wear, maintain and replace the uniform in accordance with policy set by the EMPLOYER.

ARTICLE 18. LONGEVITY – Eliminated January 1, 2011.

ARTICLE 19. RESIDENCE

All employees who elect to reside outside the corporate limits of the City of North Mankato shall be at the North Mankato Police Annex at 1001 Belgrade Avenue in North Mankato at the start of each regularly scheduled shift. Failure to appear or tardiness resulting in charged overtime will result in progressive discipline as per Article 11.

ARTICLE 20. HOLIDAYS

20.1 The following shall be included as paid holidays for employees subject to this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Day before Christmas
Christmas Day
"Floating Holiday" - Employee's birthday or day off of his/her choice.

- 20.2 Employees shall receive a compensatory day off for each of the above holidays. A compensatory day off for a holiday may be taken at the employee's discretion subject to approval by the EMPLOYER.
- 20.3 Employees shall be entitled to compensation for holidays pursuant to this Article provided they were on pay status their last scheduled day preceding the holiday and their first scheduled day following the holiday.
- At the end of each calendar year, employees shall receive cash payment for all earned, unused holidays. Payment will be based on the employee's regular daily rate of pay.
- 20.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be charged to the employee's vacation or sick leave time.
- 20.6 Any other designated holiday granted to other City employees in increments of four (4) or more hours shall be granted to employees subject to this Agreement as compensatory time.

ARTICLE 21. LEAVES OF ABSENCE

Any employee, upon satisfactory completion of the probationary period, shall be eligible for authorized leave as follows:

Military Leave: Any regular employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State which would prevent him from performing his/her regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request. The EMPLOYER shall pay only that amount when added to the military pay equals the employee's regular pay for the absence.

Notice shall be given the EMPLOYER at least five (5) working days after the receipt of said orders and no less than twenty four (24) hours prior to the date of leave, except that when said orders are received at a time which would make the compliance with provision impossible, the employee shall give notice at the earliest practical time.

Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to applicable law.

- 21.2 <u>Employees required to serve on a jury may receive a leave of absence</u>: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay. For jury duty not occurring during an employee's regularly scheduled duty shift, the employee shall receive compensatory time equivalent to the actual amount of time spent on jury duty.
- 21.3 Unpaid Leave of Absence: Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employees who have successfully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave: (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned.

Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence which in the opinion of the EMPLOYER will benefit the EMPLOYER or the employee.

Any currently licensed employee who fails the proper maintenance of the license shall be placed on an involuntary unpaid leave of absence not to exceed six (6) months. Should an employee fail to complete licensure requirements within that six (6) month period, he/she shall be immediately discharged.

ARTICLE 22. TUITION REIMBURSEMENT

The EMPLOYER will reimburse any full-time permanent employee the tuition cost for any successfully completed, approved, directly job related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. The EMPLOYER will make every effort to arrange work schedules around class schedules where this will cause no disruption of service, however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments shall be reported to the EMPLOYER.

ARTICLE 23. NON DISCRIMINATION

- 23.1 The EMPLOYER and the UNION agree not to discriminate in accordance with the law.
- 23.2 The use of masculine or feminine pronouns in this Agreement shall refer to employees of either sex unless the context in which these are used clearly indicates limitation to one gender.

ARTICLE 24. WAIVER OF BARGAINING

During the life of this Agreement, the EMPLOYER and the UNION voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any other matter, unless done by mutual consent of the EMPLOYER and the individual bargaining unit involved.

ARTICLE 25. PAY PLAN

25.1

Effective January 1, 2016:

Senior Patrol Officer		\$5,644 per month
Patrol Officer First Class	-	\$5,480 per month
Patrol Officer Second Class	_	\$5,208 per month
Patrol Officer Third Class	-	\$4,957 per month
Probationary Patrol Officer	-	\$4,474 per month

Effective January 1, 2017:

Senior Patrol Officer	-	\$5,814 per month
Patrol Officer First Class	-	\$5,781 per month
Patrol Officer Second Class	-	\$5,492 per month
Patrol Officer Third Class	-	\$5,226 per month
Probationary Patrol Officer	-	\$4,714 per month

- 25.2 Senior Patrol Officer Effective January 1, 2013, Patrol Officers who have reached their nine (9) year anniversary with the North Mankato Police Department will be a Senior Patrol Officer. The Senior Patrol Officer is not applicable to those employees hired under lateral entry until they have reached nine (9) years of service with the City of North Mankato. The Senior Patrol Officer step reflects a three (3%) percent increase over the Patrol Officer First Class rate of pay.
- 25.3 In the event the City Council approves salary adjustments that result in an average increase of greater than 3% for 2016 and 3% for 2017, the Patrol Officer's percentage increase would be equal to, but not greater than, the average annual percentage increase received by the other North Mankato municipal employees. This adjustment does not include increases due to comparable worth adjustments and/or promotions.

ARTICLE 26. EDUCATION

26.1 The EMPLOYER agrees to pay the cost of sixteen (16) hours of P.O.S.T. Board eligible continuing education.

ARTICLE 27. PHYSICAL FITNESS

- 27.1 Patrol Officers will be granted an exemption from physical fitness activities for periods up to seven (7) days due to illness or injury. Beyond seven (7) days, a doctor's evaluation of illness or injury is required.
- 27.2 Fitness: Effective April 1, 2005, a physical fitness requirement shall be implemented. The fitness requirement shall be coordinated with the Blue Cross/Blue Shield plan fitness

membership such that employees shall work out a minimum of 12 sessions per month at an approved facility or on their own. A log of the workouts should be turned in to the Police Lieutenant on a monthly basis. The Employer and employee shall share in the cost of membership in an approved facility or in the purchase of workout equipment on a 50/50 basis. The maximum amount of the reimbursement shall be based on the City of North Mankato's corporate rate for a single membership with towel and kit locker at the Mankato YMCA less the \$20 reimbursement under the Blue Cross/Blue Shield plan fitness membership divided by two. The \$20 deduction shall apply even if the employee does not carry the City's Blue Cross/Blue Shield health insurance plan.

- 27.3 For individuals working out on their own, a fitness log will be turned in to the Police Chief on a monthly basis effective May 1, 2005. Individual workout plans will be subject to a review periodically.
- 27.4 Patrol Officers conducting an individual exercise program may be reimbursed for certain exercise or weight training equipment subject to employer's prior approval of the purchase. The reimbursement is limited to an employer's out-of-pocket expense for an officer attending an approved facility.
- 27.5 Physical Schedule: Employees under the age of 40 shall be required to obtain a general physical examination every three years; employees age 41 to 49 shall be required to obtain a general physical examination every two years; and employees age 50 or more shall be required to obtain a general physical examination every year. The general physical examination shall be paid for by the City and the employee will be compensated at the regular hourly rate of pay for actual time in attendance at the general physical examination not to exceed four hours. Documentation of the physical examination must be filed with the Police Department and a copy submitted to the City.

ARTICLE 28. PERFORMANCE EVALUATION

All employees of the Department shall be subject to semi-annual performance review by the EMPLOYER. Members of the bargaining unit will be afforded the opportunity to participate in the development of evaluation forms and procedures for the Department. Performance evaluations will be done on a semi-annual basis and the employee will be afforded the opportunity to discuss his/her evaluation with his/her supervisor. Each employee will be provided with a copy of each completed evaluation form. Failure to participate in the performance evaluation process or failure to address operational deficiencies noted in performance evaluations shall be subject to disciplinary proceedings under Article 11 of this Agreement. Disputes or disagreements arising under this Article shall be subject to the grievance procedure under Article 7 of this Agreement.

ARTICLE 29. DURATION

This Agreement shall be effective as of the first day of January of the year 2016, and shall remain in full force and effect until the thirty-first day of December, 2017.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this day of December 2015.		
FOR THE CITY OF NORTH MANKATO	FOR LAW ENFORCEMENT LABOR SERVICES, INC.	
Mayor	Business Agent	
City Administrator	Steward	
City Clerk	•	



CITY OF NORTH MANKATO APPLICATION FOR PARADE PERMIT

This application, accompanied by a map of the parade route and the required application fee, shall be submitted to our office at least thirty (30) days in advance of the parade date. This parade permit is pending until approval by the City Council and Chief of Police.

Applicant Information
Name: JOCKIC MULYAY
Address: 300 South Ewang St.
City: 9000 Thunder state: MN zip: 50037
Telephone: 607.387.6347
Sponsoring Organization: MONOC Elementary
Address: 441 Monroe Avenue
city: North Man (ato state: MN zip: 50003
Telephone: 507382.5347
Occasion for Parade: Color Reun
Date of Parade: My 21, 2016 Estimated Length of Parade: 56
Estimated Starting Time: Yam Estimated Finish Time: DPM
Estimated Number of Participants: 200
General Composition of Parade:
As a duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic. Applicant Date Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.
Chief of Police Date

COMMENTS/ADDITIONAL STIPULATIONS:

RESOLUTION WAIVING WAITING PERIOD FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR LEEP

WHEREAS, LEEP has made application for exemption from a charitable gambling license to conduct a raffle on February 5, 2016 at Mankato Brewery located at 1119 Center Street within the City of North Mankato, Minnesota, which application was received by the City on December 3, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the City waives the mandatory waiting period concerning the issuance of an exemption from lawful gambling license concerning the above-identified organization.

Adopted by the City Council this 7th day of December 2015.

ATTEST:	Mayor
City Clerk	

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit

organization that:

conducts lawful gambling on five or fewer days, and
 awards less than \$50,000 in prizes during a calendar year.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

year. If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to	Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite	
your county by calling 651-539-1900.	service, nor are telephone requests for expedited service accepted.	
ORGANIZATION INFORMATION		
Organization LEEP (Lisure Education for E	COLPHONAL Provious Gambling	
Minnesota Tax ID ES 31179	Federal Employer ID 41-1403190 Number (FEIN), if any:	
Mailing Address: 029 N. 4th St.	·	
City: Mankato State: 1	UN zip: 56001 county: Blue Earth	
Name of Chief Executive Officer (CEO): WWW.	Hunpeke	
Daytime Phone: 507-387-5122	Email: director @ mankatoleep.org	
NONPROFIT STATUS		
Type of Nonprofit Organization (check one): Fraternal Religious V	eterans Other Nonprofit Organization	
Attach a copy of one of the following showing proof of		
(DO NOT attach a sales tax exempt status or federal employe		
A current calendar year Certificate of Good Stand Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services 60 Empire Drive, Suite 100 St. Paul, MN 55103	Division Secretary of State website, phone numbers: www.sos.state.mn.us 651-296-2803, or toll free 1-877-551-6767	
IRS income tax exemption (501(c)) letter in your Don't have a copy? To obtain a copy of your feder IRS toll free at 1-877-829-5500.	r organization's name ral income tax exempt letter, have an organization officer contact the	
IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.		
GAMBLING PREMISES INFORMATION		
Name of premises where the gambling event will be conducte (for raffles, list the site where the drawing will take place): $\frac{1}{100}$	· mankato Brewery	
Address (do not use P.O. box): 1110 CENTER S	† .	
City or Township: NOVYN MONKATO Zip: 1	56003 county: Nicollet	
Date(s) of activity (for raffles, indicate the date of the drawing): February	2, 2016	
Check each type of gambling activity that your organization was Bingo* Paddlewheels* Pull-Tabs*	r	
Raffie (total value of raffie prizes awarded for th		
* Gambling equipment for bingo paper, paddlewheels, pull- the Minnesota Gambling Control Board. EXCEPTION: Bingo	tabs, and tipboards must be obtained from a distributor licensed by hard cards and bingo number selection devices may be borrowed find a licensed distributor, go to www.mn.gov/gcb and click on	

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board) The state of the s Part constitution of the **CITY APPROVAL COUNTY APPROVAL** for a gambling premises for a gambling premises located within city limits located in a township The application is acknowledged with no waiting period. The application is acknowledged with no waiting period. The application is acknowledged with a 30-day waiting The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days period, and allows the Board to issue a permit after (60 days for a 1st class city). 30 days. The application is denied. The application is denied. Print City Name: Print County Name: ___ Signature of City Personnel: Signature of County Personnel: Title: TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or The city or county must sign before deny an application, per Minn. Statutes, section 349,213.) submitting application to the Print Township Name: __ Gambling Control Board. Signature of Township Officer:____ Date: CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: Undy Works Date: 12/01/15

(Signature must be CEO's signature; designee may not sign) Print Name: MAIL APPLICATION AND ATTACHMENTS REQUIREMENTS Complete a separate application for: Mall application with: · all gambling conducted on two or more consecutive days, or a copy of your proof of nonprofit status, and all gambling conducted on one day. application fee (non-refundable). If the application is Only one application is required if one or more raffle drawings are postmarked or received 30 days or more before the event, conducted on the same day. the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. Financial report to be completed within 30 days after the gambling activity is done: Minnesota Gambling Control Board To: A financial report form will be mailed with your permit, Complete 1711 West County Road B, Suite 300 South and return the financial report form to the Gambling Control Roseville, MN 55113 Board. **Questions?** Your organization must keep all exempt records and reports for Call the Licensing Section of the Gambling Control Board at 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)). 651-539-1900. Data privacy notice: The information requested application. Your organization's name and ment of Public Safety; Attorney General;

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board Issues the permit. When the Board Issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

North Mankato Bicycle Commission

Minutes 11/18/2015

- 1. Called to Order @ 7:00 PM
- 2. Attendance: Chair Jon Andersen, Commissioners John Maiers, Jo Robbins, Scott Thiem, Mayor Mark Dehen, Guest: Mike Fischer, North Mankato City Planner; Jake Huebsch, Transportation Planner for Mankato/North Mankato Area Planning Organization (MAPO); Patty Takawira, SHIP Coordinator for Brown, Nicollet, LeSueur & Waseca Counties
- 3. New Business
 - a. Complete Streets Project & Plan presentation
 - 1) MAPO Transportation Planner Huebsch gave a presentation on the Mankato Complete Streets Project & Plan completed this in 2014. That plan was used as the basis for expanding Mankato's share the road bike trail system & to leverage Blue Earth County SHIP funds to assist in paying for those trail enhancements
 - 2) Planner Huebsch stated that creating a similar plan for North Mankato could be readily done, as most of the information is already available from the Mankato project & North Mankato's recently completed Safe Routes to School project.
 - 3) This could be accomplished w/ little no direct costs to North Mankato, beyond staff time from City Planner Mike Fischer.
 - 4) SHIP Coordinator Patty Takawira indicated that having such a plan completed in 2016 would allow North Mankato to apply for mini-grants to aid in funding trail projects, etc. . & she would be willing to work w/ the City to set some dollars aside in the 2017 SHIP budget.
 - 5) Discussion was held by the Commissioners recognizing that most the necessary information is available. Such a plan would compliment the City's recently completed Comprehensive Land Use, Pavement Replacement and Park plans. Further, it would define the current and future vision of trail interconnections throughout the MAPO.
 - 6) Motion: The North Mankato Bicycle Commission recommends that the City of North Mankato pursue a Complete Streets Project & Plan with the assistance of the Transportation Planner for Mankato/North Mankato Area Planning

Organization (MAPO). Motion by Maiers, second Robbins. Unanimously approved.

b. North Mankato & Mankato will collaborate with KTV on a public education program re: bike trail use for riders & drivers to launch in spring as mentioned in Mankato Free Press' recent "Ask Us" column

4. Old Business

- a. Highway 14 Trail
- 1) The trail is virtually complete. Chain link fencing currently being installed will finish the project.
- 2) Several commissioners have already ridden the unfinished trail & observed it being utilized by multiple riders/walkers
- 3) Gentlest ascent route available
- 4) Trail naming contest was recommended w/ spring dedication. Need to check w/ MNDOT on requirements/restrictions
- b. Bicycle Friendly Community
 - SHIP Coordinator Patty Takawira recommended that we have our Bicycle Friendly Community status posted on our City web site, as millennials are looking for such designations to assist them in choosing where to live.
- 5. Upcoming Events
 - a. Mayor's Ride on May 14, 2015 departing North Mankato City Hall @ 6:00
 - b. Blessing of the Bikes on May 30, 2015 @ 6:15 @ Holy Rosary
- 6. Next meeting will be as needed.
- 7. Adjournment @ 7:55

Respectfully submitted,

Dr. Mark D. Dehen Mayor, City of North Mankato

CITY OF NORTH MANKATO REQUEST FOR COUNCIL ACTION



where residents may purchase a tree at a discounted rate to plant on the Boulevard. Please review attached Boulevard Tree Program Application. If additional space is required, attach a separate shee.	am
where residents may purchase a tree at a discounted rate to plant on the Boulevard. Please review attached Boulevard Tree Program Application. If additional space is required, attach a separate shee.	
Boulevard Tree Program Application. If additional space is required, attach a separate shee,	
If additional space is required, attach a separate shee.	
	,
	,
	,
REQUESTED COUNCIL ACTION: Refer to Greenway Committee.	
For Clerk's Use: SUPPORTING DOCUMENTS ATTACHED	
Motion By: Resolution Ordinance Contract Minutes Map Second By:	
Vote Record: Aye Nay Freyberg Other (specify) Boulevard Tree Program Application	
Steiner Spears	
Norland Dehen	
Delicit	
Workshop Refer to:	
X Regular Meeting Table until:	
Special Meeting Other:	



Boulevard Tree Program Application

The City of North Mankato's boulevard tree program offers residents the opportunity to purchase one of four types of boulevard trees at a discounted rate. The cost listed below includes planting, staking (if necessary), mulching and a one year warranty. There are limited quantities of each tree so it is first come, first serve.

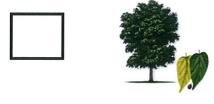
Application Process

Due to limited quantities the trees are first come first serve. Residents may only purchase **one tree per year**, a new application must be submitted each year. Please label your selection 1-4 (1 being your most desired tree and 4 being your least desired tree). If your first selection is not available your second selection will be used and on down the line. Please only number the trees you would be willing to plant. Once you have completed the application please submit it to the address below.



Ginko Biloba Tree-Residents Cost \$95.00

Ginkgos are large trees, normally reaching a height of $20-35 \, \text{m}$ ($66-115 \, \text{ft}$). The tree has an angular crown and long, somewhat erratic branches, and is usually deep rooted and resistant to wind and snow damage. During autumn, the leaves turn a bright yellow, then fall, sometimes within a short space of time (one to $15 \, \text{days}$).



Hackberry Tree-Residents Cost \$80.00

The hackberry grows to a height of 40–60' and a spread of 40–60' at maturity. This tree is considered both a shade tree and an ornamental tree. It features a spreading canopy capable of blocking sunlight and adds visual interest and beauty to landscaping. Tolerates strong winds, pollution, heat, drought and salt.



Emerald Lustre Maple – Residents Cost \$80.00

Emerald Lustre Norway Maple will grow to be about 60 feet tall at maturity, with a spread of 60 feet. It has a high canopy with a typical clearance of 6 feet from the ground. One of the finest, most aristocratic trees available, this is a good choice for a shapely street or shade tree; lustrous dense dark green foliage turns a rich yellow in fall, maintains a tight form with minimal pruning.



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New Horizon Elm- Residents Cost \$70.00

New Horizon Elm will grow to be about 60 feet tall at maturity, with a spread of 40 feet. It has a high canopy with a typical clearance of 7 feet from the ground. New Horizon Elm has dark green foliage throughout the season. The serrated pointy leaves turn yellow in fall. A large-growing elm introduction from Wisconsin that's highly resistant to the dreaded Dutch Elm Disease; this vigorous shade tree is upright in habit and very tolerant of adverse conditions, retains a dense crown through old age.

Application Review

Application Deadline: April 15, 2016

The application will be reviewed and tree availability will be determined. If a tree is available you will be contacted and invoiced for the available tree. Once payment is received you will be contacted by City staff to arrange planting of the tree and you will receive a flag to indicate where you want the tree planted.

April 13, 2010	
Name:	Phone:
Address:	E:mail:

Please mail or drop off the completed application to:

City of North Mankato
Boulevard Tree Program
1001 Belgrade Avenue
North Mankato, MN 56003

Please direct questions to Interim Parks Coordinator Duane Rader at **507-625-4141** or email drader@northmankato.com

Thank you for your interest in the Boulevard Tree Program.

